



****AMENDED 08/21/2023****
City of St. Helena
Regular City Council Meeting
Tuesday, August 22, 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@cityofsthelelena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. 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://sthelelena.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@cityofsthelelena.org. The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://sthelelena.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@cityofsthelelena.org.

El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en <https://sthelelena.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.

Estimated start time: 6:10 p.m.

5.1. [Public Comment.Frank Jonelis](#)

9

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.

Estimated start time: 6:20 p.m.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

None

8. STAFF BRIEFING

None

9. CONSENT ITEMS

Members of the Council or the public (present at the meeting) 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)

Estimated start time: 6:25 p.m.

9.1. Consideration and proposed approval of Regular Meeting Minutes of August 8, 2023 11 - 18

[08-08-2023 Regular City Council - Minutes](#)

9.2. Ratify Emergency Public Project Without Public Bidding Relating to the Presence of Discolored Water in the Public Water System. 19 - 25

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution

[**Staff Report - Pdf](#)

[Public Comment. Tom Belt](#)

9.3. Consideration and proposed adoption of a Resolution approving the plans and specifications for the W21-01 Kearney and Andrea Water Main Replacement Project and authorizing the advertisement for bids. 27 - 45

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

Prepared By: Mario Traverso, Public Works Assistant Engineer

Recommendation:

Adopt the attached resolution and authorize staff to solicit proposals for the Kearney and Andrea Water Main Replacement Project.

[Staff Report - Pdf](#)

- 9.4. 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 2023/2024 and authorizing the City Manager to execute the necessary agreements or purchase orders on behalf of the City. 47 - 52

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Adopt the attached resolution.

[Staff Report - Pdf](#)

- 9.5. Consideration and adoption of a Resolution Authorizing the City Manager to Execute the California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement 53 - 66

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Adopt attached resolution.

[Staff Report - Pdf](#)

- 9.6. July 2023 Review and Forecasting of City Water Supply Availability 67 - 72

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and File.

[Staff Report - Pdf](#)

- 9.7. Receive and File the Fiscal Year (FY) 2022-23 4th Quarter Finance Report (unaudited). 73 - 102

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends the City Council receive and file the Q4 FY 2022-23 financial report.

[Staff Report - Pdf](#)

- 9.8. Quarterly Grant Report for FY 2023 Q4, for the period ending June 30, 2023 103 - 110

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Senior Management Analyst

Recommendation:

Receive and file report.

[Staff Report - Pdf](#)

- 9.9. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 3 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not-to-exceed \$166,200. 111 - 116

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends City Council adopt the attached Resolution.

[Staff Report - Pdf](#)

- 9.10. Proposed Approval of a Resolution 1) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the Part-time Firefighters Classifications; and 2) Approving a Budget Adjustment to the General Fund in the Amount of \$66,500 for Part-time Salary Adjustments. 117 - 122

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 9.11. Authorizing a Modification to the Memorandum of Understanding Between the City of St. Helena and the St. Helena Professional Firefighters Association (SHPFA) for a Three-year Contract Commencing on July 1, 2022 and Expiring on June 30, 2025 to add a Provision for Call-Back Pay. 123 - 162

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution.

[Staff Report - Pdf](#)

- 9.12. Proposed Approval of a Resolution Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for certain Mid-Management classifications covered under the Unrepresented Compensation Program. 163 - 169

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution.

[Staff Report - Pdf](#)

10. PUBLIC HEARINGS

None.

11. OLD BUSINESS

None

12. NEW BUSINESS

12.1. **UPDATED**

171 - 178

Consideration of an Ordinance of the City Council of the City of St. Helena adopting an Urgency Ordinance enacting a moratorium on the issuance of any permit or other entitlement for the demolition or expansion of existing residential units and accessory structures located within the Twenty-acre Agricultural (A-20) district and determining the Ordinance to be exempt from CEQA.

CEQA Determination: Exempt

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Staff recommends that the City Council:

1. Adopt an Urgency Ordinance of the City Council of the City of St. Helena enacting a moratorium on the issuance of any permit or other entitlement for the demolition or expansion of existing residential units and accessory structures located within the Twenty-acre Agricultural (A-20) district, and determining the Ordinance to be exempt from CEQA.

[Staff Report - Pdf](#)

12.2. **UPDATED TO INCLUDE ADDENDUM AND REVISED ATTACHMENTS**

179 - 197

Discussion and consideration of whether to authorize the issuance of a Letter of Commitment to extend an existing City Loan Agreement for the Hunt's Grove Apartment complex, a 56 unit affordable housing complex in the City of St. Helena, and approval of an Option to Ground Lease Agreement for the same Hunt's Grove Apartment complex with BRIDGE Housing Corporation and Napa Valley Housing Corporation (and/or its Limited Partner affiliate) with the intent to approve a resolution approving:

1. Loan Extension: A letter of commitment to provide an extension to the maturity date of a promissory note between the City of St. Helena and Hunt Avenue Associates for up to 57 years from the current maturity date of February 1, 2024, extending the maturity date to February 1, 2081; and
2. New Ground Lease Option: Approving a new ground lease option for a 99-year term and annual rent in the amount of \$1.00 per year between the City of St. Helena, a municipal corporation, as optionor ("City"), and BRIDGE Housing Corporation, a California nonprofit public benefit corporation ("BRIDGE"), and Napa Valley Housing Corporation, a California nonprofit public benefit corporation ("NVHC"), and their respective permitted successors and assigns hereunder (jointly and collectively, "Optionee").

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution authorizing the City Manager to execute the proposed letter of commitment to provide the proposed extension and the ground lease option agreement.

[Staff Report - Pdf](#)

- 12.3. Provide demonstration of draft Capital Improvement Program Project Disposition Portal and receive input. 199 - 201

Estimated start time: 7:10 p.m.

CEQA Determination: Categorically exempt from CEQA, Sections 15323, 15061

Prepared By: Joseph Leach, Public Works Director and City Engineer, Lesley Milton, Asst. to the City Manager

Recommendation:

Review the portal and ask questions as necessary.

[Staff Report - Pdf](#)

- 12.4. Consideration and Proposed Approval of: 203 - 209

1. Designating a Voting Delegate on Behalf of the City of St. Helena City Council; and
2. Designating Alternate Voting Delegates; and
3. The City Council authorizes the Voting Delegate and/or Alternate Voting Delegates to vote on any proposed resolutions on behalf of the City at the League of California Cities Annual Conference Business Meeting.

Estimated start time: 7:20 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Consideration and Proposed Approval of:

1. Designating a Voting Delegate on Behalf of the City of St. Helena City Council; and
2. Designating Alternate Voting Delegates; and
3. The City Council authorizes the Voting Delegate and/or Alternate Voting Delegates to vote on any proposed resolutions on behalf of the City at the League of California Cities Annual Conference Business Meeting.

[Staff Report - Pdf](#)

13. CITY COUNCIL REPORTS:

- 13.1. A. Association of Bay Area Governments (ABAG) - Executive Board
- B. Association of Bay Area Governments (ABAG) - General Assembly
- C. Napa Valley Tourism Corporation (Umbrella for Napa County)
- D. League of California Cities – North Bay Division

- E. Napa County City Selection Committee
- F. Napa County Flood Control and Water Conservation District
- G. Youth Opportunities Commission
- H. Napa County Local Agency Formation Commission (LAFCO)
- I. Napa Valley Transportation Authority (NVTa)
- J. Napa County Watershed Information Center & Conservancy (WICC)
- K. Upper Valley Waste Management Agency
- L. Napa County Groundwater Sustainability Plan Advisory Committee
- M. Napa County Regional Climate Action Committee
- N. Council Ad Hoc and Standing Committee Reports

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for September 12, 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 August 17, 2023. Republished on 08/18/2023 and 8/21/2023.



Cindy Tzafoopoulos, 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 1088 College 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.

From: [fi](#)
To: [Public Comment](#)
Subject: [External] Hunter Project and fire danger
Date: Monday, August 14, 2023 9:16:25 AM

As we see from the Lahaina Hawaii fire disaster, it's critical to have an adequate water supply.

Contrary to the unrealistically rosy pronouncements by the people who will make millions of dollars from the Hunter Project, the massive project will obviously use a lot of water. No reasonable person would believe their fantasy that the project will not eventually suck water out of the Saint Helena water supply. But a lot of the people who should be protecting our community have willingly bought into that lie. It will add to the demands for water in a time of climate change, droughts, and increased fire risks.

Among the many reasons not to build the massive, high density project in the middle of our small town is the strain it will impose on our already barely adequate water system.

It's easy to understand why the wealthy people proposing the Hunter Project want to build it. They will take the money and run.

It's hard to understand why members of our local community government would approve this blight on our community. Unless maybe they have financial reasons to do so.

Don't endanger our water supply by allowing the massive, inappropriate Hunter Project to proceed.

Frank Jonelis, 708 Hunt Ave

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MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, August 8, 2023 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

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

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

4.1

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

5. PUBLIC FORUM:

No public comment was received.

5.1

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

6.1

Ethan Walsh reported on action from the August 8, 2023 special City Council

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closed session meeting. There was no reportable action on Item 5.2. The council voted unanimously to have legal counsel defend the City in the following lawsuit:

St. Helena Citizens for a Sustainable Future, et al. v. City of St. Helena
et al. (Napa County Superior Court Case No. 23-CV-000938)

Reports were made by staff and the City Council.

Public comment was received by Sharon Crull

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1 MCE Clean Energy St. Helena City Council Presentation by Dave Garti,
Community Development Manager

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 Regular Meeting Minutes of July 25, 2023
- 9.2 Consideration and proposed approval of a resolution authorizing the release of unclaimed checks per Section 50053 of the Government Code of the State of California allowing for unclaimed checks held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Adopt a Resolution Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050, 50053 and 50055 to the City of St. Helena.

- 9.3 Consideration and adoption of a Resolution: (1) Awarding the R23-79 Pavement Restoration Project to Team Ghilotti in the amount of \$1,687,141.00; (2) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

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

Prepared By: Mario Traverso, Public Works Assistant Engineer

Recommendation:

Approve the Resolution

- 9.4 Approval and authorization for the City Manager to enter into the following contracts as part of the City's *"Excellence in Service Delivery Initiative"* with: (1) Three separate agreements with CivicPlus for the following services: Civic Engage website services, Civic Rec recreation software, and See Click Fix citizen request management software totaling \$96,199.08 [\$46,132.83 for FY 2023-24 costs, \$22,950.00 for FY 2024-25, and \$27,116.25 for FY 2025-26] and (2) a Professional Services Agreement with Tripepi Smith for community communications support not-to-exceed \$65,000.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Asst. to the City Manager

Recommendation:

Approve the attached Resolution.

- 9.5 Consideration and adoption of a Resolution: (1) Awarding the St. Helena Sewer Inspection Project City Capital Improvement Project No. S24-01 to APS Environmental in the amount of \$318,700.00; (2) Authorizing a budget adjustment of an additional \$146,505 to project S24-01; (3) Authorizing the City Manager to execute the Contract with APS Environmental; (4) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; (5) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Public Works Assistant Engineer

Recommendation:

Adopt the attached resolution and authorize the execution of a contract with APS environmental and authorize a budget amendment for needed additional funds to complete the CIP project as approved.

- 9.6 Consideration and Proposed Approval of a Resolution: (1) Approving the Adoption of the City of St. Helena's 2023 Updated Employee Handbook Superseding Prior Version(s) of the Handbook; and (2) Repealing and Rescinding any Previous Council Policies or Administrative Memoranda regarding: Employee Computer Loan Program, P-FI-0007 Grant Application and Management Policy, P-FI-0012 City Procurement Card Policy, P-FI-0013 Fraud Policy, P-FI-0014 Accounts Payable Payment Processing Policy, P-FI-0015 Fuel Card Policy, P-FI-0017 Cash Control Policy, and P-FI-0019 Disconnection of Water Service for Non-Payment.

CEQA Determination: Not a CEQA project

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Prepared By: April Mitts, Assistant City Manager

Recommendation:

Staff recommends the City Council approve the attached resolution.

- 9.7 Art for "Quick-Build" Traffic Calming Project at the Intersection of Kearney Street and Madrona Avenue.

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

None. This is an informational item and no Council action is required.

- 9.8 Consideration and approval of a resolution approving Amendment #5 to the Professional Services Agreement in connection with the project described as Professional Full Costs of Services and Development Impact Fee Study Services with Willdan Financial Services for the amount of \$10,300, with a total contract not-to-exceed \$131,735, to complete and update the Development Impact Fee Study.

CEQA Determination: Not a CEQA project

Prepared By: Yosselyn Valencia, Finance Manager

Recommendation:

Staff recommends City Council approved the attached resolution.

- 9.9 Item 9.9 was pulled from consent

~~*UPDATED INFORMATION 08/04/2023~~

~~Consideration for City Council approval for the nomination and election of the current Planning Commission Chair to serve a third term as outlined in the City Council Protocol for Committees, Commissions and Boards (Resolution No.2014-45).~~

Vice Mayor Eric Hall moved to approve items 9.1 through 9.8 The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 9.9 Item 9.9 was pulled from consent

~~*UPDATED INFORMATION 08/04/2023~~

~~Consideration for City Council approval for the nomination and election of the current Planning Commission Chair to serve a third term as outlined in the City Council Protocol for Committees, Commissions and Boards (Resolution~~

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No.2014-45).

CEQA Determination: Not a CEQA project

Prepared By: Xinia Gamero, Permit Technician III

Recommendation:

It is recommended that the City Council approve the attached resolution authorizing election of the current Chair of the Planning Commission (John Ponte) to serve an additional term ending June 2024 as outlined per the City Council Protocol for Committees, Commission and Boards.

Sharon Crull addressed the City Council.

Council Member Lester Hardy moved to approve item 9.9. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

10. PUBLIC HEARINGS

10.1 *NEW ITEM 08/04/2023

Consideration and proposed approval of a Resolution approving the annexation of the properties known as 2175 Palmer Drive, St Helena, CA (APN 009-690-014), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 142; 2125 Palmer Drive, St. Helena, CA (APN 009-690-015), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1460 Grayson Avenue, St. Helena, CA (APN 009-340-004), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 143; 1644 Grayson Avenue, St. Helena, CA (APN 009-280-024), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 144.

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Public Works Assistant Engineer

Recommendation:

It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.

Public Works Director Joseph Leach reported on this item.

Mayor Dohring opened the public hearing.

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No public comment was received.

Mayor Dohring closed the public hearing.

Council Member Lester Hardy moved to approve the annexation of the territories into the St. Helena Municipal Sewer District No. 1 MSD. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11. OLD BUSINESS

- 11.1 Proposed Updated Loan to Our Town St. Helena ("OTSH") for 5-unit affordable housing development at 963 Pope Street.

Estimated start time: 6:50 p.m

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Approve the attached Resolution.

Assistant City Manager April Mitts and City Attorney Ethan Walsh reported on this item.

Jennifer La Liberte, OTSH Executive Director addressed the City Council.

Council Member Anna Chouteau moved to approve the proposed updated loan to Our Town St. Helena ("OTSH") for 5-unit affordable housing development at 963 Pope Street. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

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12. NEW BUSINESS

- 12.1 Consideration and proposed approval of a pilot Mural Permit Application and Public Art Donation and Installation Policy.

CEQA Determination: Not a CEQA project

Prepared By: Dave Jahns, Parks & Recreation Director

Recommendation:

Staff recommends City Council adopt a resolution allowing for the implementation of a pilot Mural Permit Application and Public Art Donation and Installation Policy.

Parks and Recreation Director Dave Jahns reported on this item.

Public Comment was received by Suzanne Ortega.

Vice Mayor Eric Hall moved to approve a pilot Mural Permit Application and Public Art Donation and Installation Policy. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

13. CITY COUNCIL REPORTS:

- 13.1 A. Association of Bay Area Governments (ABAG) - Executive Board
- B. Association of Bay Area Governments (ABAG) - General Assembly
- C. Napa Valley Tourism Corporation (Umbrella for Napa County)
- D. League of California Cities – North Bay Division
- E. Napa County City Selection Committee
- F. Napa County Flood Control and Water Conservation District
- G. Youth Opportunities Commission
- H. Napa County Local Agency Formation Commission (LAFCO)
- I. Napa Valley Transportation Authority (NVTa)

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J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

Reports were made by the City Council.

14. ADJOURNMENT

Mayor Dohring adjourned the meeting at 7:19 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 22, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Ratify Emergency Public Project Without Public Bidding Relating to the Presence of Discolored Water in the Public Water System.
RECOMMENDED ACTION:	Approve the attached resolution
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Ratify emergency actions taken by City Manager to procure services to address discolored water in public water system.
FINANCIAL IMPACT:	None.

BACKGROUND:

City staff previously received complaints related to water discoloration, and has experienced a precipitous increase in such complaints primarily from the section of town where water is distributed from the Bell Canyon Water Treatment Plant ("Plant") supply.

While our water system has experienced several issues in the last couple of decades, last year's pipe failures and the current water discoloration indicate the precarious state of the system and the need for immediate response, most notably to further to investigate any potential health hazards posed by the discolored water, though staff notes that its investigation to date has not resulted in facts that show the City's water to be unsafe based on state and federal requirements, and to remediate the cause of the discoloration.

DISCUSSION:

Public Contract Code section 1102 defines an emergency as "a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services".

Public Contract Code section 22035 authorizes the City Council, in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050. Public Contract Code section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not

permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

Public Contract Code section 22050(b) permits the governing body of a local agency to delegate authority to its city manager to make an emergency determination and take immediate action related to that emergency, which the City Council did in Municipal Code section 3.04.290(b).

The City has received a precipitous increase in complaints from City residents regarding, brown, discolored water from areas fed by the City's Bell Canyon Water Treatment Plant ("Plant"), and based on the following facts, the City Manager determined on August 16, 2023, that an emergency exists ("Water Emergency") that will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to that emergency:

- Upon inspection of the Plant's water tanks, City staff noted with respect to Tank 1A a build-up of certain minerals that may contributed to the water discoloration, and noted adherence of adherence debris to the tank; and
- While the City has not yet obtained information that suggests that the water is unsafe by state or federal standards, the City must immediately continue its investigation to determine whether the water is safe; and
- Given the sharp increase in complaints associated with discolored water, the immediate need to further investigate the safety of the water source, and to ensure that the residents have access to safe and clear water, the City must take immediate investigatory and remedial actions without delay.

Now, pursuant to Public Contract Code section 22050(b)(3), the City Manager must report to the City Council the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

In turn, pursuant to Public Contract Code section 22050(c)(2), the City Council must review the emergency action by the City Manager and determine by a four-fifths vote, not later than seven (7) days or at its next regularly scheduled meeting if that meeting will not occur later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, that there is a need the continue the action.

Any contacts entered into by the City Manager related to the Water Emergency will be ratified, and if no contracts were entered into or other contracts are necessary, the City Manager may enter into such contracts and bring them back to the City Council for approval. It should be noted that since work related to this issue was not anticipated, the cost associated with it has not been budgeted. Therefore, staff will need to bring back to the City Council at a subsequent meeting a funding item to pay for the expenditures associated with this issue.

DOCUMENTS ATTACHMENTS:

[Resolution - Ratify Emergency Public Project without Public Bidding](#)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA RATIFYING EMERGENCY PUBLIC
PROJECT WITHOUT PUBLIC BIDDING RELATING TO
THE PRESENCE OF DISCOLORED WATER IN THE
PUBLIC WATER SYSTEM**

WHEREAS, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, Public Contract Code section 22035 authorizes the City Council of the City of St. Helena (“City”), in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050; and

WHEREAS, Public Contract Code section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

WHEREAS, Public Contract Code section 22050(b) permits the governing body of a local agency to delegate authority to its city manager to make an emergency determination and take immediate action related to that emergency, which the City Council did in Municipal Code section 3.04.290(b); and

WHEREAS, the City has received a precipitous increase in complaints from City residents regarding, brown, discolored water from areas fed by the City’s Bell Canyon Water Treatment Plant (“Plant”), and based on the following facts, the City Manager determined on August 16, 2023, that an emergency exists (“Water Emergency”) that will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to that emergency:

A. Upon inspection of the Plant’s water tanks, City staff noted with respect to Tank 1A a build-up of certain minerals that may contributed to the water discoloration, and noted adherence of adherence debris to the tank; and

B. While the City has not yet obtained information that suggests that the water is unsafe by state or federal standards, the City must immediately continue its investigation to determine whether the water is safe; and

C. Given the sharp increase in complaints associated with discolored water, the immediate need to further investigate the safety of the water source, and to ensure that the residents have access to safe and clear water, the City must take immediate investigatory and remedial actions without delay.

WHEREAS, the City Manager determined the Water Emergency did not permit undergoing the formal competitive bidding process, or any other required procurement process, to obtain the services required to address the Water Emergency because there is an imminent need to take immediate action to identify the cause of the discoloration, determine whether the discoloration poses a safety issue to City residents, and to take any necessary and related action to remediate the issues causing the Water Emergency; and

WHEREAS, the City Manager is currently soliciting proposals to enter into a contract(s) to perform such investigation and remediation, or has already entered into such contracts, to immediately address the issues giving rise to the Water Emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(b)(3), the City Manager must report to the City Council the reasons justifying why the Water Emergency will not permit a delay resulting from a competitive solicitation for bids and why the action(s) it took, to the extent applicable, is necessary to respond to the emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(c)(2), the City Council must review the emergency action by the City Manager and determine by a four-fifths vote, not later than seven (7) days or at its next regularly scheduled meeting if that meeting will not occur later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, that there is a need the continue the action.

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. That the public interest and necessity demand the immediate expenditure of public funds for emergency work related to the Water Emergency in order to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

SECTION 3. That the emergency would not permit a delay that would have resulted from a competitive solicitation for bids and that action was necessary to respond to the Water Emergency.

SECTION 4. That the City Manager's emergency determination and award of emergency contracts to the extent applicable, are hereby ratified, and if no contracts have been awarded by the City Manager, the City Manager may enter into such contracts consistent with its delegated authority under Municipal Code section 3.04.290(b), and bring such contracts back to the City Council for ratification.

SECTION 5. That the City Manager, or his or her designee, is hereby authorized to continue taking any directly related and immediate action required by the Water Emergency and directed to report back to the City Council regarding the status of the Water Emergency and need to continue the emergency action at every regularly scheduled meeting until the emergency action is terminated.

SECTION 6. That the approvals herein authorized are necessary to protect the public health, safety and welfare.

SECTION 7. This Resolution shall become effective immediately.

Approved at a Regular Meeting of the St. Helena City Council on August 22, 2023, by the following vote:

Mayor Dohring:

Vice Mayor Hall:

Council Member Chouteau:

Council Member Hardy:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

From: [TOM BELT](#)
To: [Public Comment](#)
Subject: [External] Consent Item 9.2
Date: Monday, August 21, 2023 6:51:59 PM

Please include this as a public comment for city council's Aug. 22, 2023 consent item 9.2

I would like to remind city council and our city manager that in 2011 and 2016-17 our city council approved utility rate studies that resulted in our water rates being significantly increased in part to complete several water CIPs. Some of those CIPs identified were to replace the Bell Canyon Intake Tower by 2018 at a projected cost of \$2,000,000, rehabilitate Tank 2 by 2019 at a projected cost of \$750,000, and to begin replacing all 6 inch or larger water mains over a seven year period beginning in 2021 for which \$400,000 was projected to be collected in 2021 and \$600,000 each year thereafter until all mains were replaced. Another 2017 CIP was to replace the 12 inch transmission line at a projected cost of \$400,000 by 2023. I might add these are just a few examples of CIPs where millions of dollars were projected to be received by the City's water enterprise through increased water rates, yet none of these projects have been started.

In November of 2022 a revised CIP list was introduced by Public Works Director Joe Leach. On this list the rehabilitation of Tank 2 became inactive and many of the 2017 CIPs were deferred again over a 20-year time frame.

- 9.2. Now water customers are being told there is a water emergency related to the same safe drinking brown water customers have been exposed to almost every year during summer seasons. St. Helena's water customers are being told by the city manager that this new emergency wasn't planned for and no monies have been set aside to address the emergency.

I'm thinking part of the issue is that our city manager and public works director are fairly recent employees and are not placing importance on the long list of CIPs that have been deferred, and more importantly, the millions of dollars that have been already collected by the city to complete these CIPs as far back as 2011's utility rate study. That's nearly 12 years ago!

Something is amiss in the city's water enterprise budgeting process. Is it possible the brown water could be emanating from the deferred replacement of Bell Canyon's Intake Tower? Or, from the City's deferment of replacing its water mains?

In closing, it's time for the City of St. Helena to become fully transparent with the revenues that have been collected for deferred water CIPs since the 2011 and 2017 utility rate increases. If the revenue hasn't been spent on deferred water CIP's, what exactly has it been spent on?

Tom Belt



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 22, 2023																					
FROM:	Mario Traverso, Public Works Assistant Engineer																					
SUBJECT:	Consideration and proposed adoption of a Resolution approving the plans and specifications for the W21-01 Kearney and Andrea Water Main Replacement Project and authorizing the advertisement for bids.																					
RECOMMENDED ACTION:	Adopt the attached resolution and authorize staff to solicit proposals for the Kearney and Andrea Water Main Replacement Project.																					
PREVIOUS COUNCIL ACTION:	The Kearney and Andrea Water Main Replacement Project is included in the City’s FY 2024-2028 CIP which was approved by City Council on June 13, 2023.																					
STATEMENT OF THE PURPOSE:	The Purpose of the Kearney and Andrea Water Main Replacement Project is to improve operation and increase resiliency of the City's water utility infrastructure by replacing aged and undersized components in accordance with the Capital Improvement Program and the City's Integrated Utility Master Plan (IUMP).																					
FINANCIAL IMPACT:	There is no fiscal impact from the requested Council action. Budgeted information for the Kearney and Andrea Water Main Replacement Project is as follows: <table><tr><th colspan="3">Kearney and Andrea Water Main Replacement Project</th></tr><tr><th></th><th>FY 23/24 Budget</th><th>Estimate</th></tr><tr><td>Design</td><td>\$ 30,000</td><td>Completed By City Staff</td></tr><tr><td>Estimated Construction Costs</td><td>\$ 715,000</td><td>\$ 898,000</td></tr><tr><td>Construction Management & Inspection</td><td>\$ 59,205</td><td>Self Perform By City Staff</td></tr><tr><td>Contingency</td><td>\$ 71,500</td><td>\$ 100,000</td></tr><tr><td>Estimated Total Project Cost</td><td>\$ 875,705</td><td>\$1,098,000</td></tr></table> This project is included in the rate study, funds budgeted for this project include 763 - Water Capital Improvement Debt.	Kearney and Andrea Water Main Replacement Project				FY 23/24 Budget	Estimate	Design	\$ 30,000	Completed By City Staff	Estimated Construction Costs	\$ 715,000	\$ 898,000	Construction Management & Inspection	\$ 59,205	Self Perform By City Staff	Contingency	\$ 71,500	\$ 100,000	Estimated Total Project Cost	\$ 875,705	\$1,098,000
Kearney and Andrea Water Main Replacement Project																						
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Estimated Total Project Cost	\$ 875,705	\$1,098,000																				

BACKGROUND:

Development for the Kearney and Andrea Water Main Replacement Project began in early 2020. This project was intended to address the significant water infrastructure deficiencies on Kearney and Andrea in preparation for surface rehabilitations, which were scheduled to occur in 2024 according to the current 5 Year Pavement Management Plan. The project stalled due to lack of available funding and various staff transitions. The implementation of the rate increase now provides the funding source to deliver the project.

DISCUSSION:

The project includes the upsizing of approximately 2,000 linear feet of water main pipeline from 4" to 6", installing new upsized water services, removal and replacement of curb ramps with ADA compliant curb ramps and new pavement. The currently proposed surface rehabilitation will include new pavement and curb ramps at the intersection of Kearney Street and Madrona Avenue.

These improvements will incorporate permanent design elements from the current Blue Zones Quick Build Demonstration Project. This will include curb ramp extensions (bulb-outs), increased pedestrian safety measures and provisions for an artistic component. A modified design for this intersection will be prepared in response to community feedback of the Quick Build Project and continued collaboration with Blue Zones; a final design will be provided to Council for approval prior to deployment. Assuming a modified design is deemed acceptable to various stakeholders, staff anticipate issuing a construction contract change order to complete the work with this project.

The project plans were prepared by Green Valley Consulting Engineers of Santa Rosa. City Staff compiled the contract documents. The project will be posted for bid on August 24, 2023. Construction is anticipated to begin in the Fall 2023 beginning with the installation of the pipeline. The surface improvements are expected to be performed in early Spring 2024.

ENVIRONMENTAL REVIEW: CEQA Class I Exemption for existing facilities.

DOCUMENTS ATTACHMENTS:

[Resolution - Kearney and Andrea Water Main Replacement Project](#)
[Project Plans - Kearney and Andrea Water Main Replacement Project](#)
[Budget Sheet - Kearney and Andrea Water Main Replacement Project](#)

CITY OF ST. HELENA

RESOLUTION No. 2023 -

Finding the W21-01 Kearney and Andrea Water Main Replacement Project Exempt from CEQA; Approving and adopting the project plans; and Authorizing the Bid Request for the W21-01 Kearney and Andrea Water Main Replacement Project

RECITALS

- A. The water utility infrastructure in Kearney Street and Andrea Avenue have been identified as aged and undersized in accordance with the Integrated Utilities Master Plan; and
- B. The W21-01 Kearney and Andrea Water Main Replacement Project is included in approved 5 Year Capital Improvement Program and the FY23/24 budget; and
- C. The Project Plans for R21-01 Kearney and Andrea Water Main Replacement Project have been prepared by Green Valley Consulting Engineers, reviewed by the City Engineer, and presented for approval and authorization to bid.

RESOLUTION

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

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publicly owned utilities; and
- 2. The Project Plans will be available online at the City of St. Helena's website and for viewing at St. Helena

Public Works at 1088 College Avenue, are hereby approved; and

3. The Public Works Director/City Engineer is authorized to solicit bids for the subject project.

Approved at a Regular Meeting of the St. Helena City Council on August 22, 2023, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Hardy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

Paul Jamison Dohring, Mayor
Tzafopoulous, City Clerk

Cindy

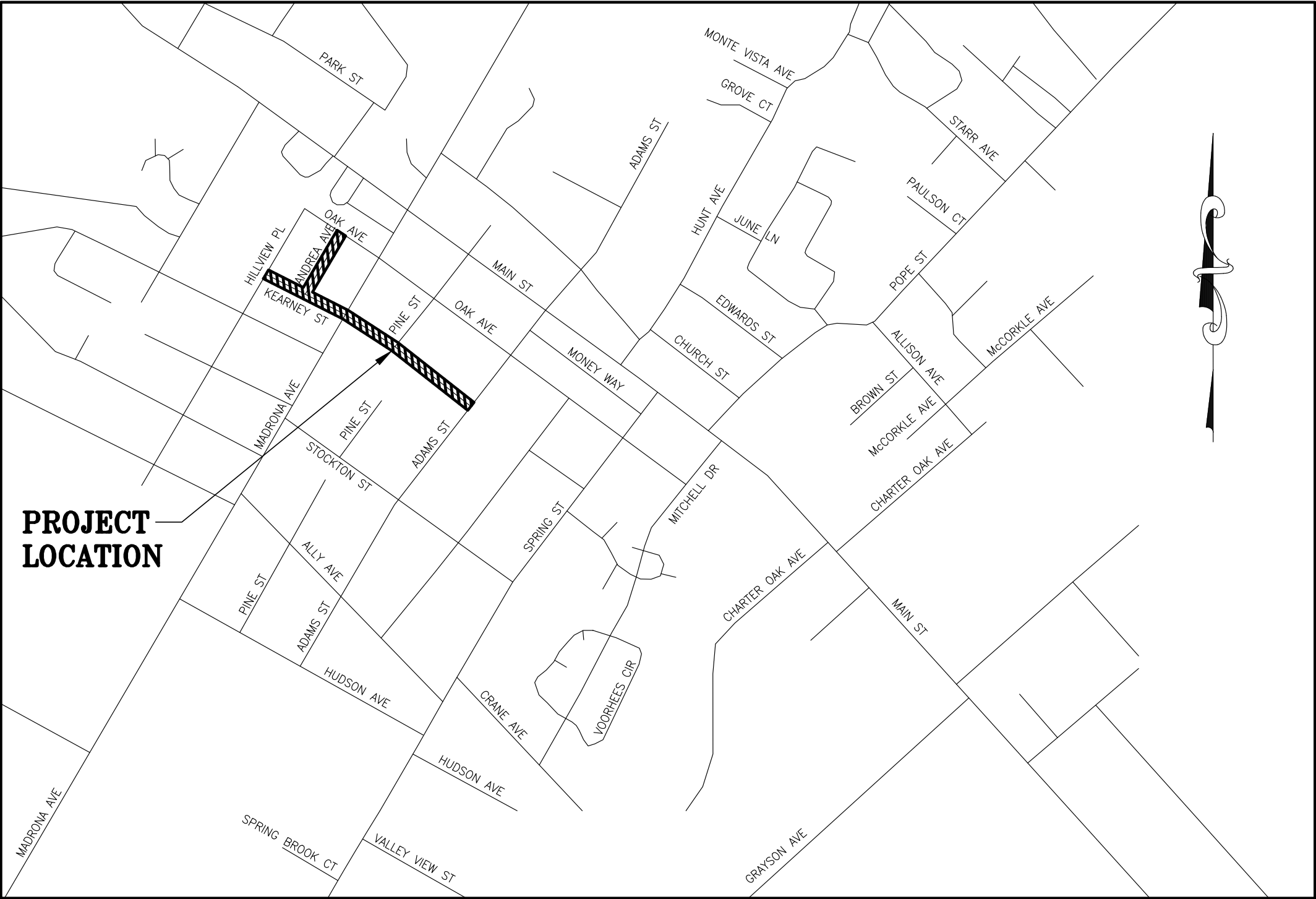
CITY OF SAINT HELENA
IMPROVEMENT PLANS FOR
W21-01 KEARNEY AND ANDREA
WATER MAIN REPLACEMENT

MAYOR
Geoff Ellsworth

VICE MAYOR
Paul Dohring

COUNCIL MEMBERS
Anna Chouteau
Eric Hall
Lester Hardy

CITY MANAGER
Mark T. Prestwich

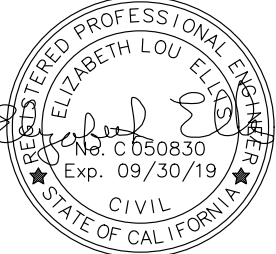


VICINITY MAP
NTS



SHEET NO.	DWG NO.	TITLE
1	G1	COVER SHEET
2	G2	NOTES, LEGEND, AND ABBREVIATIONS
3	G3	TYPICAL SECTIONS & DETAILS
4	D1	TYPICAL CURB RAMP DETAILS
5	C1.1	KEARNEY STREET PLAN & PROFILE 6" WATER MAIN STA 10+00 - 15+73.45
6	C1.2	KEARNEY STREET PLAN & PROFILE 6" WATER MAIN STA 16+00 - 21+00
7	C1.3	KEARNEY STREET PLAN & PROFILE 6" WATER MAIN STA 21+00 - 25+17.48
8	C1.4	ANDREA STREET PLAN & PROFILE 6" WATER MAIN STA 50+00 - 54+41.76
9	C2.1	KEARNEY STREET PAVEMENT OVERLAY SHEET 1
10	C2.2	KEARNEY STREET PAVEMENT OVERLAY SHEET 2
11	C2.3	ANDREA AVENUE PAVEMENT OVERLAY SHEET
12	CR1	ANDREA AT KEARNEY, ANDREA AT OAK CURB RAMP PLAN
13	CR2	KEARNEY AT HILLVIEW, KEARNEY AT ADAMS CURB RAMP PLAN
14	CR3	KEARNEY AT MADRONA CURB RAMP PLAN

SURVEY CONTROL				
Point	Northing	Easting	Elev	Desc
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2	1946421.87	6425367.95	106.45	set x
3	1946679.35	6425863.75	95.97	set x
5	1945579.80	6426642.74	80.91	set x
6	1945574.01	6426638.30	81.03	fnd bm square
7	1946122.18	6425934.90	96.44	set mag
8	1945959.52	6426145.83	92.74	set mag
9	1945791.65	6426363.33	87.86	set mag
1147	1945588.79	6426593.10	81.27	fnd mag
2235	1945945.52	6426179.14	92.36	fnd mag
2393	1945713.38	6426442.29	85.62	fnd mag



APPROVED BY: 
JOE LEACH P.E. DATE 8/22/23
DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER



DATE	January 11, 2021
DESIGNED BY:	TP
DRAWN BY:	TP
CHECKED BY:	LE

PROJECT NO.
20011212



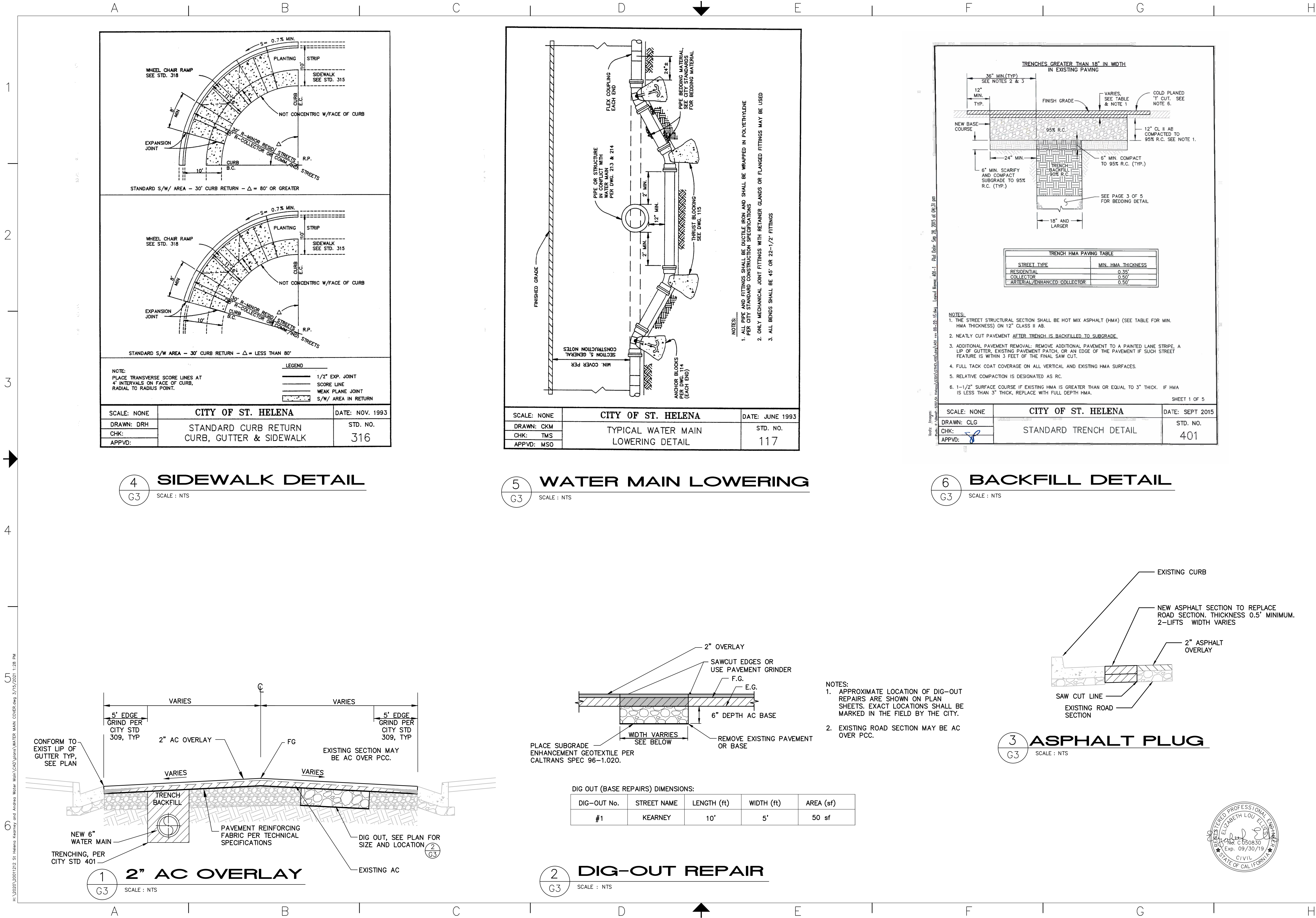
CITY OF SAINT HELENA
PUBLIC WORKS DEPARTMENT
1572 RAILROAD AVE, ST. HELENA, CALIFORNIA 94574
PH: 707-968-2658



W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT
COVER SHEET

SHEET
G1
1 OF 14

DATE: January 11, 2021 DESIGNED BY: TP DRAWN BY: TP CHECKED BY: LE	
PROJECT NO. 20011212	
 GREEN VALLEY CONSULTING ENGINEERS 335 Tecumt Creek Santa Rosa, CA 95401 Tel (707) 579-0388 Fax (707) 579-3877	
C I T Y O F S T. H E L E N A PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574 PH. 707-968-2658	
	
W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT NOTES, LEGEND, AND ABBREVIATIONS	
SHEET G2 2 OF 14	



DATE: January 11, 2021
DESIGNED BY: TP
DRAWN BY: TP
CHECKED BY: LE

PROJECT NO.
20011212

GREEN VALLEY
CONSULTING ENGINEERS
335 Tesoro Circle Santa Rosa, CA 95401
Tel (707) 579-0388 Fax (707) 579-9877

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

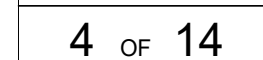
CITY OF ST. HELENA

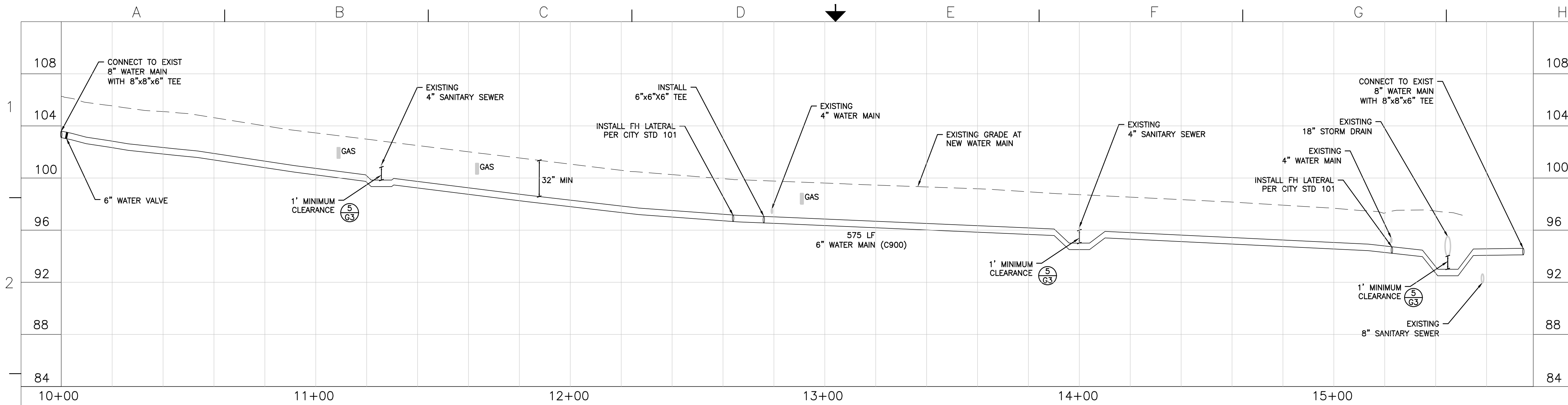
W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT
TYPICAL SECTIONS & DETAILS

SHEET
G3
3 OF 14

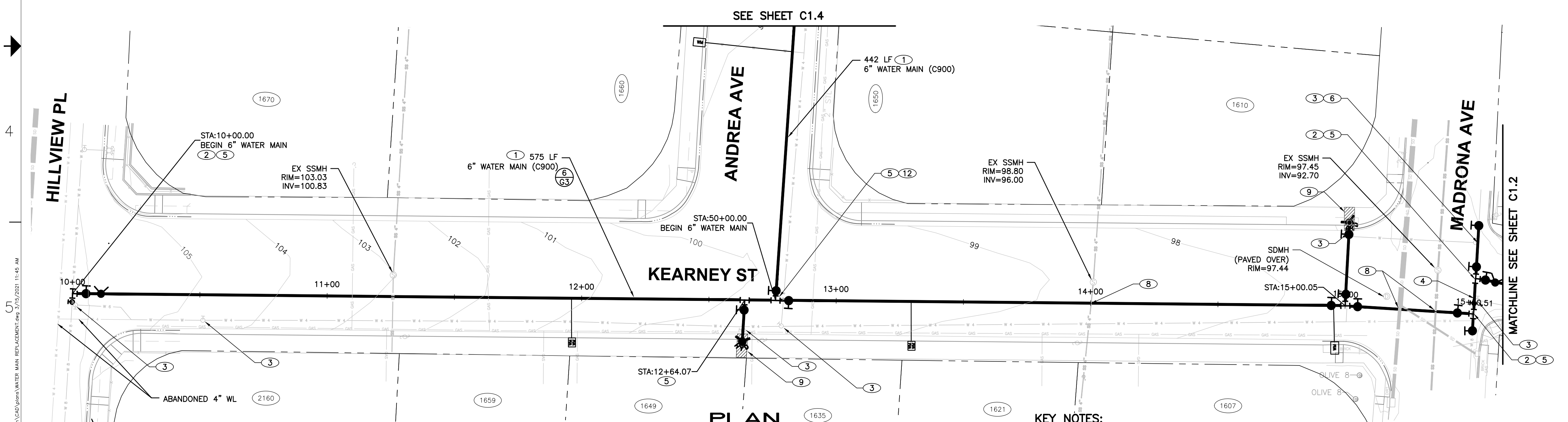


1. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" DEPTH OF THE RAMP. A 4'-0" WIDE DETECTABLE WARNING SURFACE MAY BE USED ON A 4'-2" WIDE CURB RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS.
2. SIDEWALK AND RAMP THICKNESS, "T", SHALL BE 4" MINIMUM.
3. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP SHALL BE RELOCATED OR ADJUSTED TO GRADE IN CONJUNCTION WITH CURB RAMP CONSTRUCTION.
4. DETECTABLE WARNING SURFACE MAY HAVE TO BE CUT TO ALLOW REMOVAL OF UTILITY COVERS WHILE MAINTAINING FULL DETECTABLE WARNING WIDTH AND DEPTH





PROFILE
SCALE : HORZ 1"=20'
VERT 1"=4'



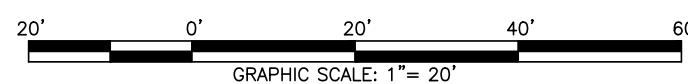
PLAN
SCALE : 1"=20'

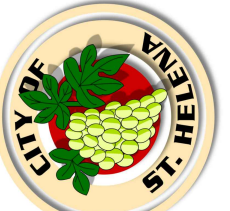
KEY NOTES:

- 1 INSTALL 6" WATER MAIN PER CITY STD 100
- 2 INSTALL 8"x8"x6" TEE
- 3 CONTRACTOR SHALL REMOVE EXISTING VALVE BOX LID, RISER, & COVERS. REPLACE STRUCTURAL SECTION WITH CLASS II BASE OR CONCRETE & MATCH EXISTING SECTION
- 4 PROVIDE NEW 8" WATER LINE BETWEEN EXISTING 8" VALVE & NEW 8"x8"x6" TEE. REMOVE EXISTING 4" CONNECTION TO MAIN & 4" VALVE BOX & VALVE
- 5 INSTALL THRUST BLOCKING PER CITY STD 115
- 6 REMOVE EXISTING TEE & PROVIDE NEW 8" LINE
- 7 NOT USED
- 8 TYPICAL WATER MAIN LOWERING DETAIL PER CITY STD 117
- 9 INSTALL NEW SIDEWALK, CURB AND GUTTER PER CITY STD 316A
- 10 NOT USED
- 11 INSTALL 6"x6"x6" TEE WITH 6"x8" REDUCER
- 12 INSTALL 6"x6"x6" TEE

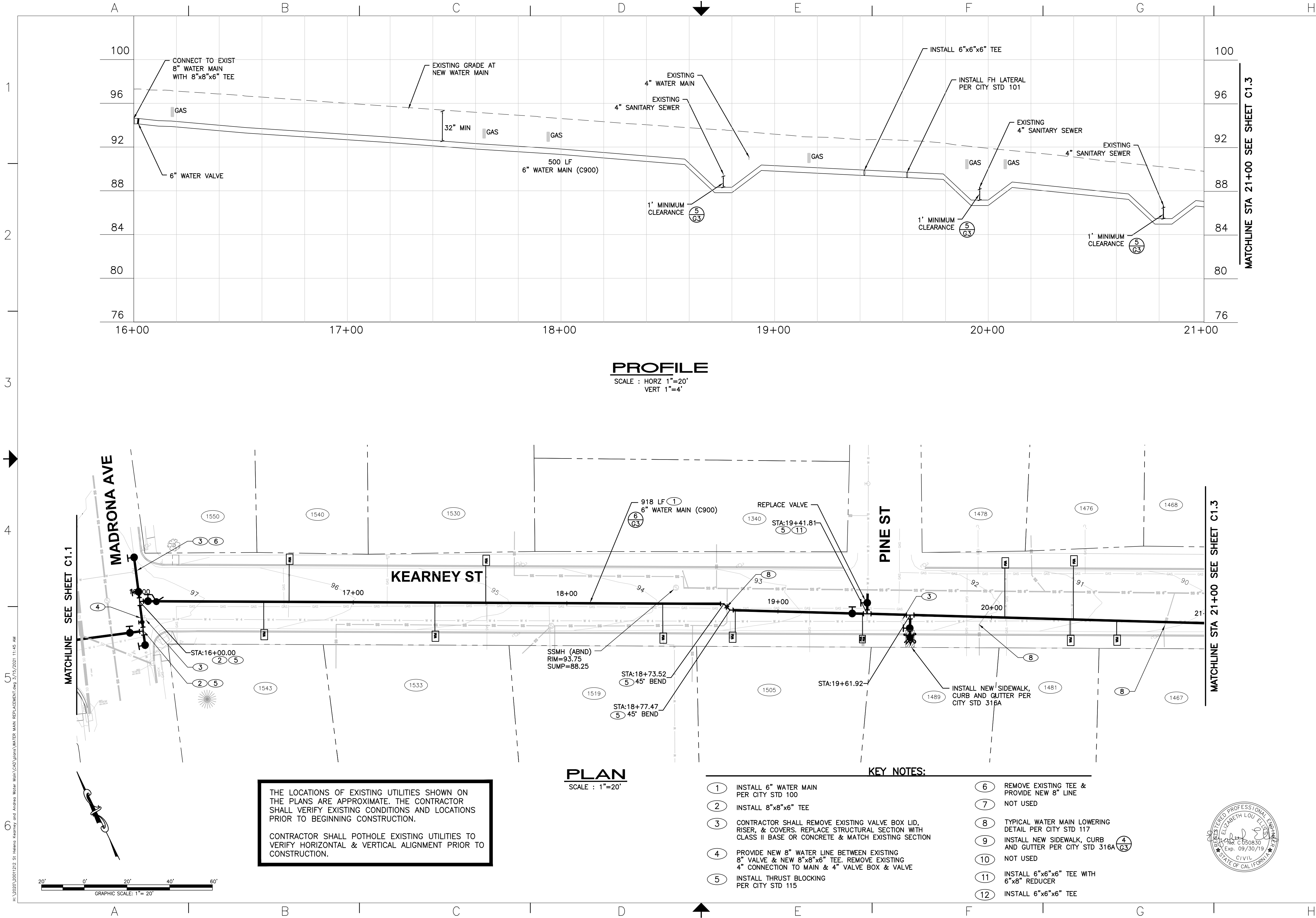
THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.

CONTRACTOR SHALL POTHOLE EXISTING UTILITIES TO VERIFY HORIZONTAL & VERTICAL ALIGNMENT PRIOR TO CONSTRUCTION.



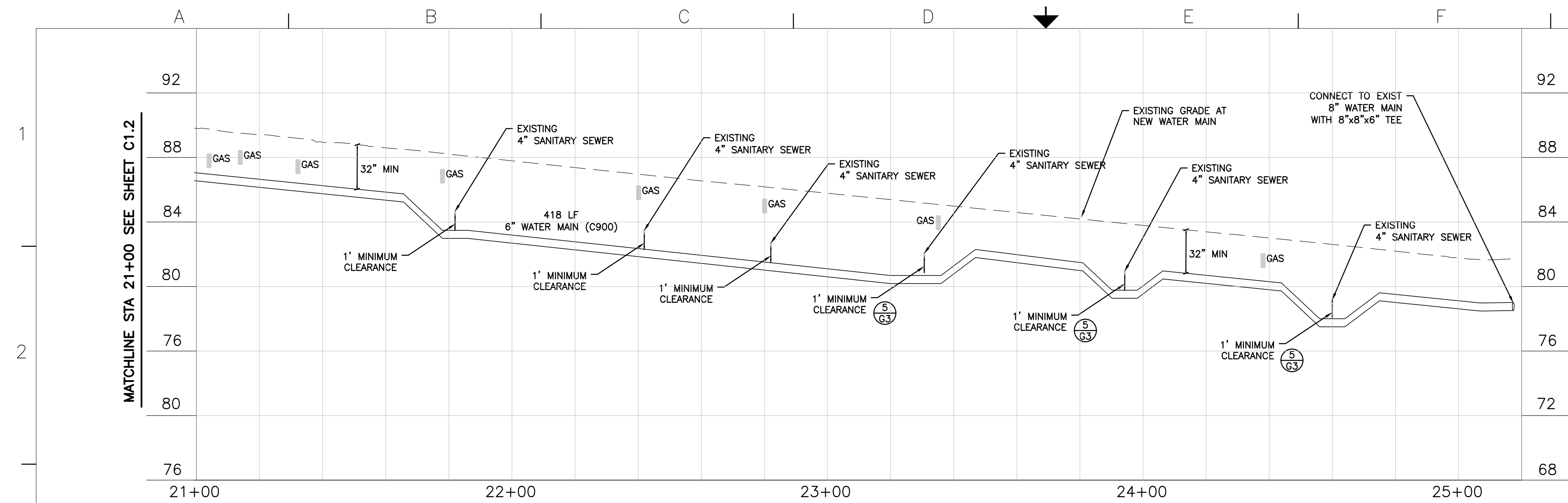
DATE: January 11, 2021	DESIGNED BY: TP	DRAWN BY: TP	CHECKED BY: LE
PROJECT NO. 20011212			
 GREEN VALLEY CONSULTING ENGINEERS 333 Treason Circle Santa Rosa, CA 95401 Tel (707) 579-0388 Fax (707) 579-3677			
CITY OF ST. HELENA PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE, ST. HELENA, CALIFORNIA, 94574 PH. 707-968-2658			
			
W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT KEARNEY STREET PLAN & PROFILE 6" WATER MAIN STA 10+00 - 15+74			
SHEET C1.1 5 OF 14			



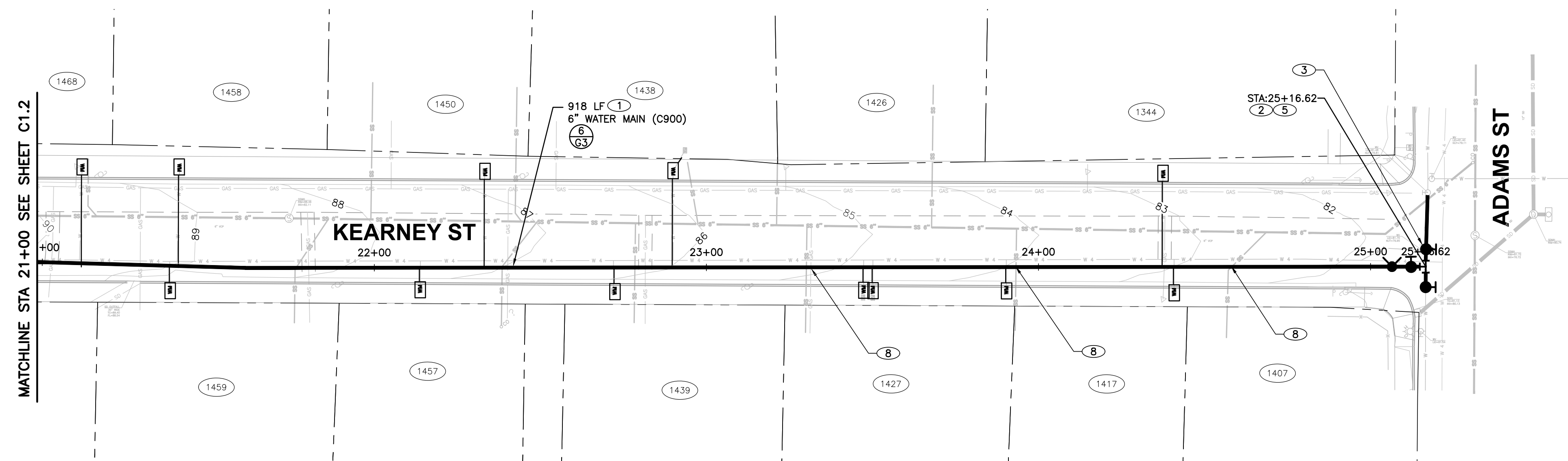


DATE: January 11, 2021	DESIGNED BY: TP	CITY OF ST. HELENA
DRAWN BY: TP	CHECKED BY: LE	PUBLIC WORKS DEPARTMENT
PROJECT NO. 20011212		
GREEN VALLEY CONSULTING ENGINEERS 333 Trescott Circle Santa Rosa, CA 95401 Tel (707) 579-0388 Fax (707) 579-3677		
1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574 PH. 707-968-2658		
W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT KEARNEY STREET PLAN & PROFILE 6" WATER MAIN STA 16+00 - 21+00		
SHEET C1.2		
6 OF 14		

H:\2020\20011212 ST. HELENA KEARNEY AND ANDREA WATER MAIN REPLACEMENT.dwg 2/13/2021 11:45 AM



PROFILE
SCALE : HORZ 1"=20'
VERT 1"=4'



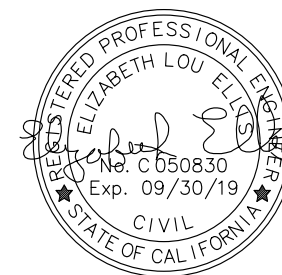
PLAN
SCALE : 1"=20'

THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.

CONTRACTOR SHALL POTHOLE EXISTING UTILITIES TO
VERIFY HORIZONTAL & VERTICAL ALIGNMENT PRIOR TO
CONSTRUCTION.

KEY NOTES:

- | | | | |
|---|--|----|--|
| 1 | INSTALL 6" WATER MAIN
PER CITY STD 100 | 6 | REMOVE EXISTING TEE &
PROVIDE NEW 8" LINE |
| 2 | INSTALL 8"x8"x6" TEE | 7 | NOT USED |
| 3 | CONTRACTOR SHALL REMOVE EXISTING VALVE BOX LID,
PIER, & COVERS. REPLACE STRUCTURAL SECTION WITH
CLASS II BASE OR CONCRETE & MATCH EXISTING SECTION | 8 | TYPICAL WATER MAIN LOWERING
DETAIL PER CITY STD 117 |
| 4 | PROVIDE NEW 8" WATER LINE BETWEEN EXISTING
8" VALVE & NEW 8"x8"x6" TEE. REMOVE EXISTING
4" CONNECTION TO MAIN & 4" VALVE BOX & VALVE | 9 | INSTALL NEW SIDEWALK, CURB & GUTTER PER CITY STD 316A |
| 5 | INSTALL THRUST BLOCKING
PER CITY STD 115 | 10 | NOT USED |
| | | 11 | INSTALL 6"x6"x6" TEE WITH
6"x8" REDUCER |
| | | 12 | INSTALL 6"x6"x6" TEE |



DATE	January 11, 2021
DESIGNED BY:	TP
DRAWN BY:	TP
CHECKED BY:	LE

PROJECT NO.	20011212
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CITY OF ST. HELENA
PUBLIC WORKS DEPARTMENT
1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574
PH. 707-968-2658

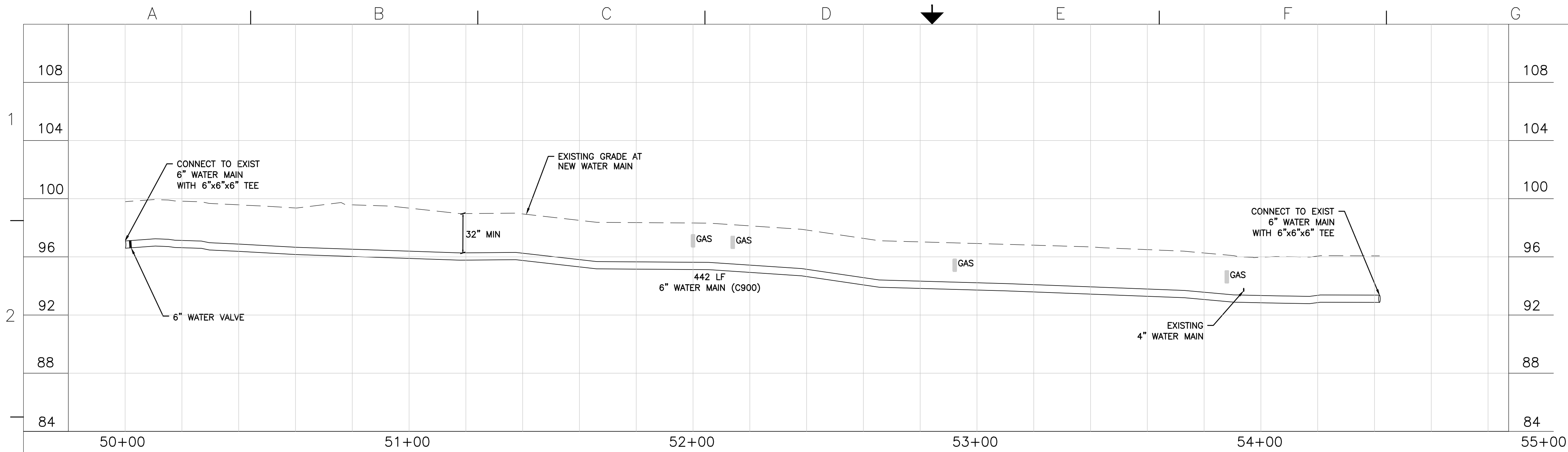


11-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT
KEARNEY STREET PLAN & PROFILE
6" WATER MAIN STA 21+00 - 25+18

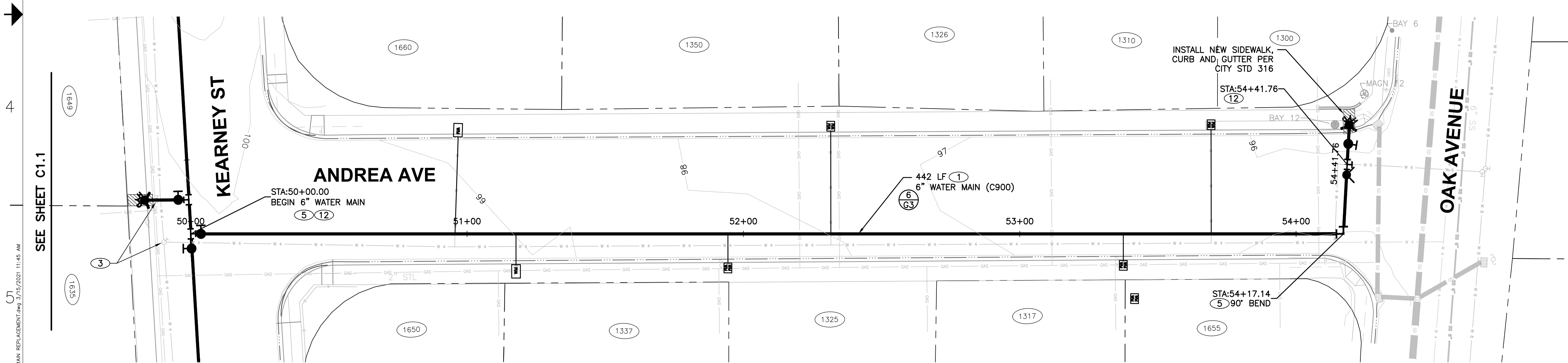
SHEET

C1.3

7 OF 14



PROFILE
SCALE : HORZ 1"=20'
VERT 1"=4'



PLAN
SCALE : 1"=20'

KEY NOTES:

- | | | | |
|---|---|----|---|
| 1 | INSTALL 6" WATER MAIN PER CITY STD 100 | 6 | REMOVE EXISTING TEE & PROVIDE NEW 8" LINE |
| 2 | INSTALL 8"x8"x6" TEE | 7 | NOT USED |
| 3 | CONTRACTOR SHALL REMOVE EXISTING VALVE BOX LID, RISER, & COVERS. REPLACE STRUCTURAL SECTION WITH CLASS II BASE OR CONCRETE & MATCH EXISTING SECTION | 8 | TYPICAL WATER MAIN LOWERING DETAIL PER CITY STD 117 |
| 4 | PROVIDE NEW 8" WATER LINE BETWEEN EXISTING 8" VALVE & NEW 8"x8"x6" TEE. REMOVE EXISTING 4" CONNECTION TO MAIN & 4" VALVE BOX & VALVE | 9 | INSTALL NEW SIDEWALK, CURB AND GUTTER PER CITY STD 316A |
| 5 | INSTALL THRUST BLOCKING PER CITY STD 115 | 10 | NOT USED |
| | | 11 | INSTALL 6"x6"x6" TEE WITH 6"x8" REDUCER |
| | | 12 | INSTALL 6"x6"x6" TEE |

THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.

CONTRACTOR SHALL POTHOLE EXISTING UTILITIES TO VERIFY HORIZONTAL & VERTICAL ALIGNMENT PRIOR TO CONSTRUCTION.

GRAPHIC SCALE: 1"= 20'

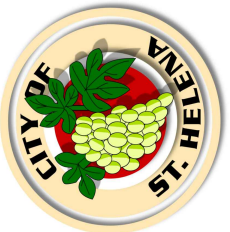


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PROJECT NO.
20011212

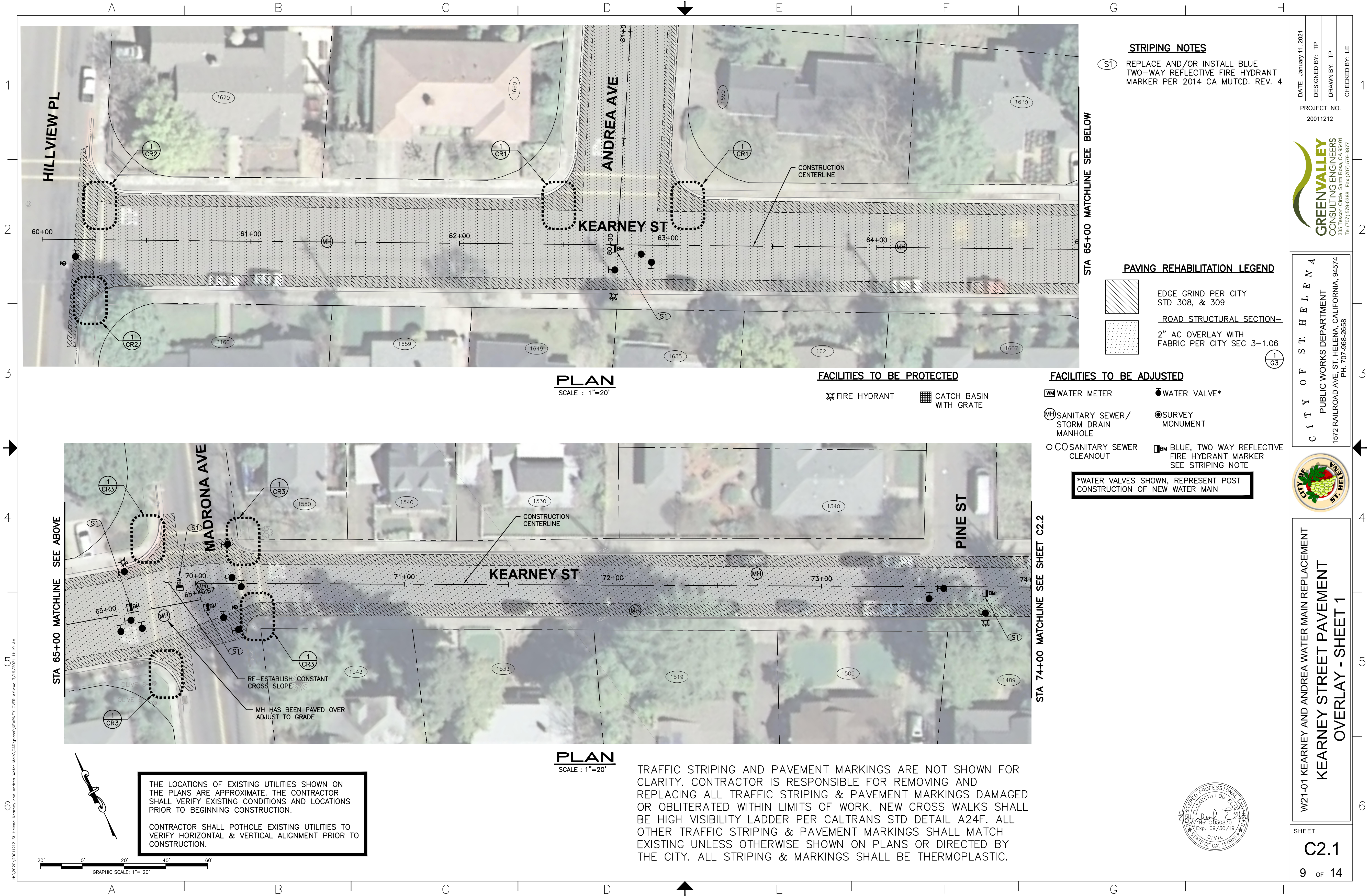
GREEN VALLEY
CONSULTING ENGINEERS
333 Treason Circle Santa Rosa, CA 95401
Tel (707) 579-0388 Fax (707) 579-3677

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



W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT
ANDREA STREET PLAN & PROFILE 6"
WATER MAIN STA 50+00 - 54+42

SHEET
C1.4
8 OF 14



STRIPING NOTES

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

PAVING REHABILITATION LEGEND

EDGE GRIND PER CITY STD 308, & 309

ROAD STRUCTURAL SECTION - 2" AC OVERLAY WITH FABRIC PER CITY SEC 3-1.06

FACILITIES TO BE PROTECTED

- FIRE HYDRANT
- CATCH BASIN WITH GRATE

FACILITIES TO BE ADJUSTED

- WM WATER METER
- WM WATER VALVE*
- MH SANITARY SEWER/STORM DRAIN MANHOLE
- CO SANITARY SEWER CLEANOUT
- BM BLUE, TWO WAY REFLECTIVE FIRE HYDRANT MARKER SEE STRIPING NOTE

*WATER VALVES SHOWN, REPRESENT POST CONSTRUCTION OF NEW WATER MAIN

PLAN
SCALE : 1"=20'

PLAN
SCALE : 1"=20'

THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.

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DATE: January 11, 2021
DESIGNED BY: TP
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CHECKED BY: LE

PROJECT NO.
20011212

GREEN VALLEY
CONSULTING ENGINEERS
335 Teesett Circle Santa Rosa, CA 95401
Tel (707) 579-0388 Fax (707) 579-3677

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

W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT
KEARNEY STREET PAVEMENT
OVERLAY - SHEET 1

SHEET
C2.1
9 OF 14



FACILITIES TO BE PROTECTED

- ⌘ FIRE HYDRANT
- ▣ CATCH BASIN WITH GRATE

FACILITIES TO BE ADJUSTED

- WM WATER METER
- WATER VALVE*
- MH SANITARY SEWER/STORM DRAIN MANHOLE
- SURVEY MONUMENT
- CO SANITARY SEWER CLEANOUT
- BM BLUE, TWO WAY REFLECTIVE FIRE HYDRANT MARKER SEE STRIPING NOTE

*WATER VALVES SHOWN, REPRESENT POST CONSTRUCTION OF NEW WATER MAIN

STRIPING NOTES

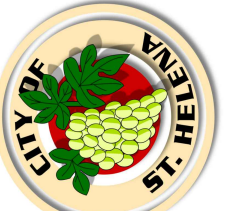
- (S1) REPLACE AND/OR INSTALL BLUE TWO-WAY REFLECTIVE FIRE HYDRANT MARKER PER 2014 CA MUTCD. REV. 4

PAVING REHABILITATION LEGEND

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

DATE	January 11, 2021
DESIGNED BY:	TP
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CITY OF ST. HELENA
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1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574
PH. 707-968-2658



W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT
KEARNEY STREET PAVEMENT OVERLAY - SHEET 2

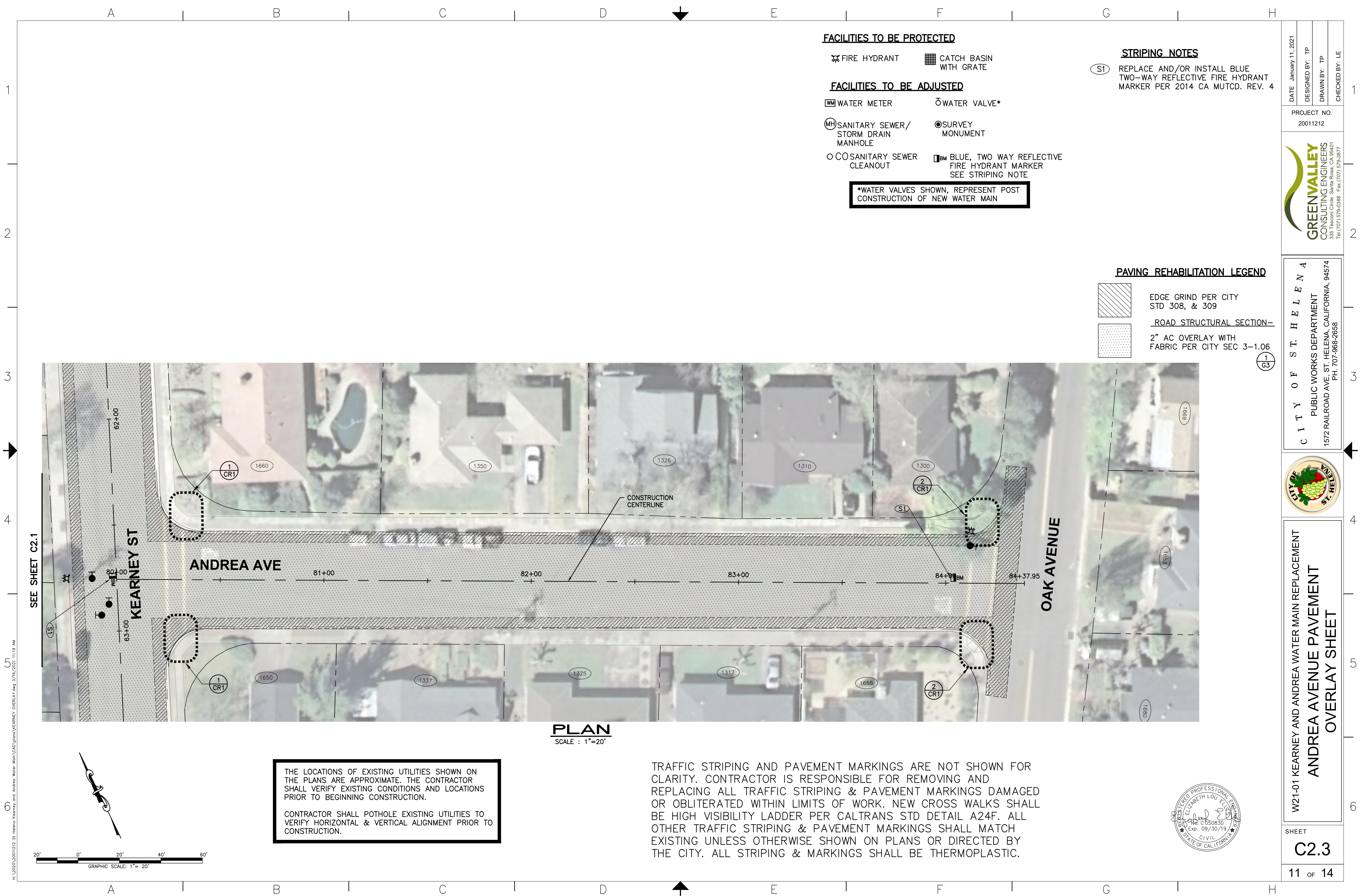
SHEET
C2.2
10 OF 14

THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.

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FACILITIES TO BE PROTECTED

- ⌘ FIRE HYDRANT
- ▣ CATCH BASIN WITH GRATE

FACILITIES TO BE ADJUSTED

- WM WATER METER
- WATER VALVE*
- ⓂH SANITARY SEWER/STORM DRAIN MANHOLE
- Ⓞ SURVEY MONUMENT
- CO SANITARY SEWER CLEANOUT
- ▣ BLUE, TWO WAY REFLECTIVE FIRE HYDRANT MARKER SEE STRIPING NOTE

*WATER VALVES SHOWN, REPRESENT POST CONSTRUCTION OF NEW WATER MAIN

STRIPING NOTES

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

PAVING REHABILITATION LEGEND

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

PLAN
SCALE : 1"=20'

THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.

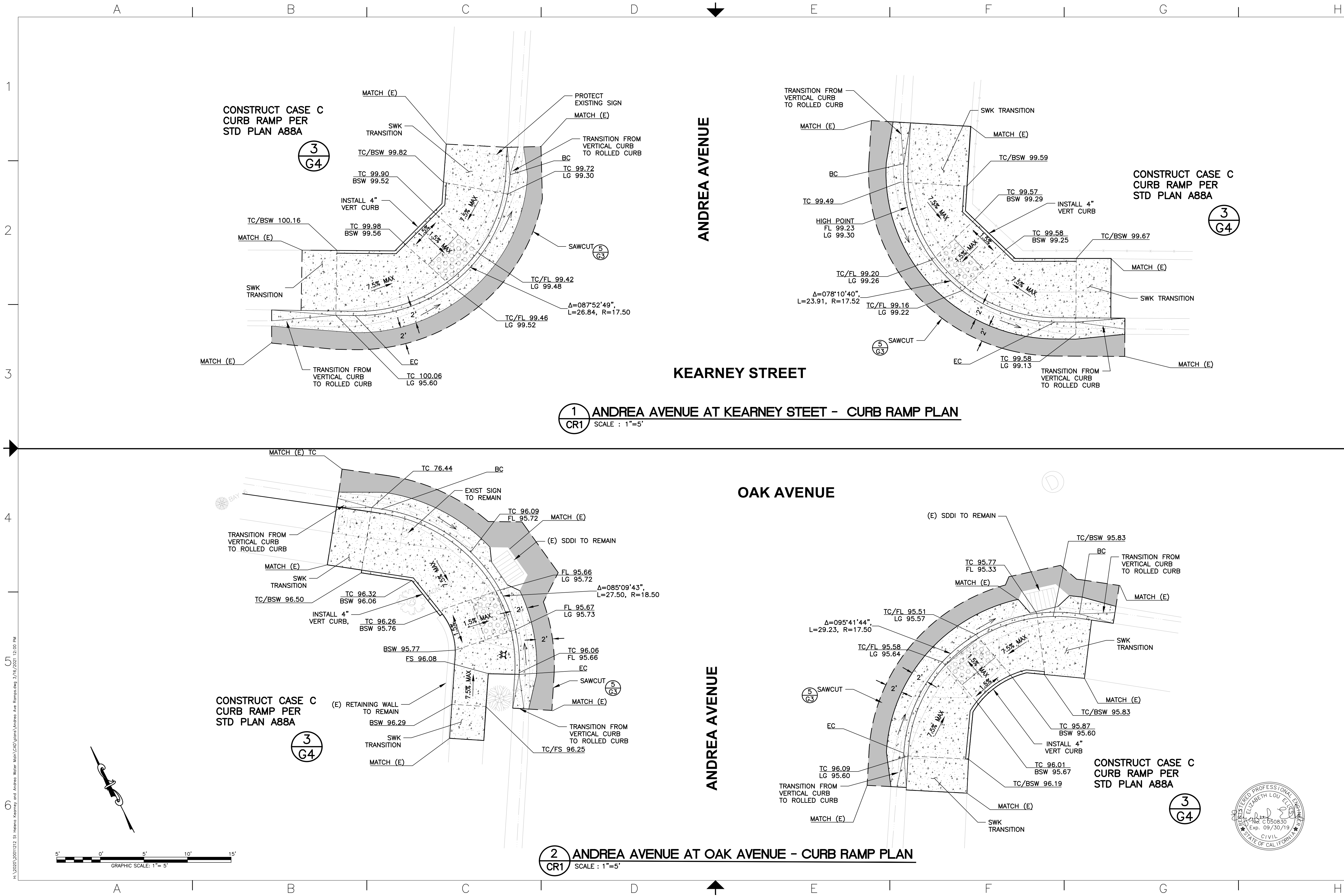
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DATE: January 11, 2021	DESIGNED BY: TP	DRAWN BY: TP	CHECKED BY: LE
PROJECT NO. 20011212			
GREEN VALLEY CONSULTING ENGINEERS 335 Trescott Circle Santa Rosa, CA 95401 Tel (707) 579-0388 Fax (707) 579-3677			
CITY OF ST. HELENA PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574 PH. 707-968-2658			
W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT ANDREA AVENUE PAVEMENT OVERLAY SHEET			
SHEET C2.3			
11 OF 14			



H:\2020\20011212 St Helena Kearney and Andrea Water Main\CAD\Plans\KEARNEY OVERLAY.dwg 3/16/2021 11:19 AM



DATE: January 11, 2021
DESIGNED BY: TP
DRAWN BY: TP
CHECKED BY: LE

PROJECT NO.
20011212

GREEN VALLEY
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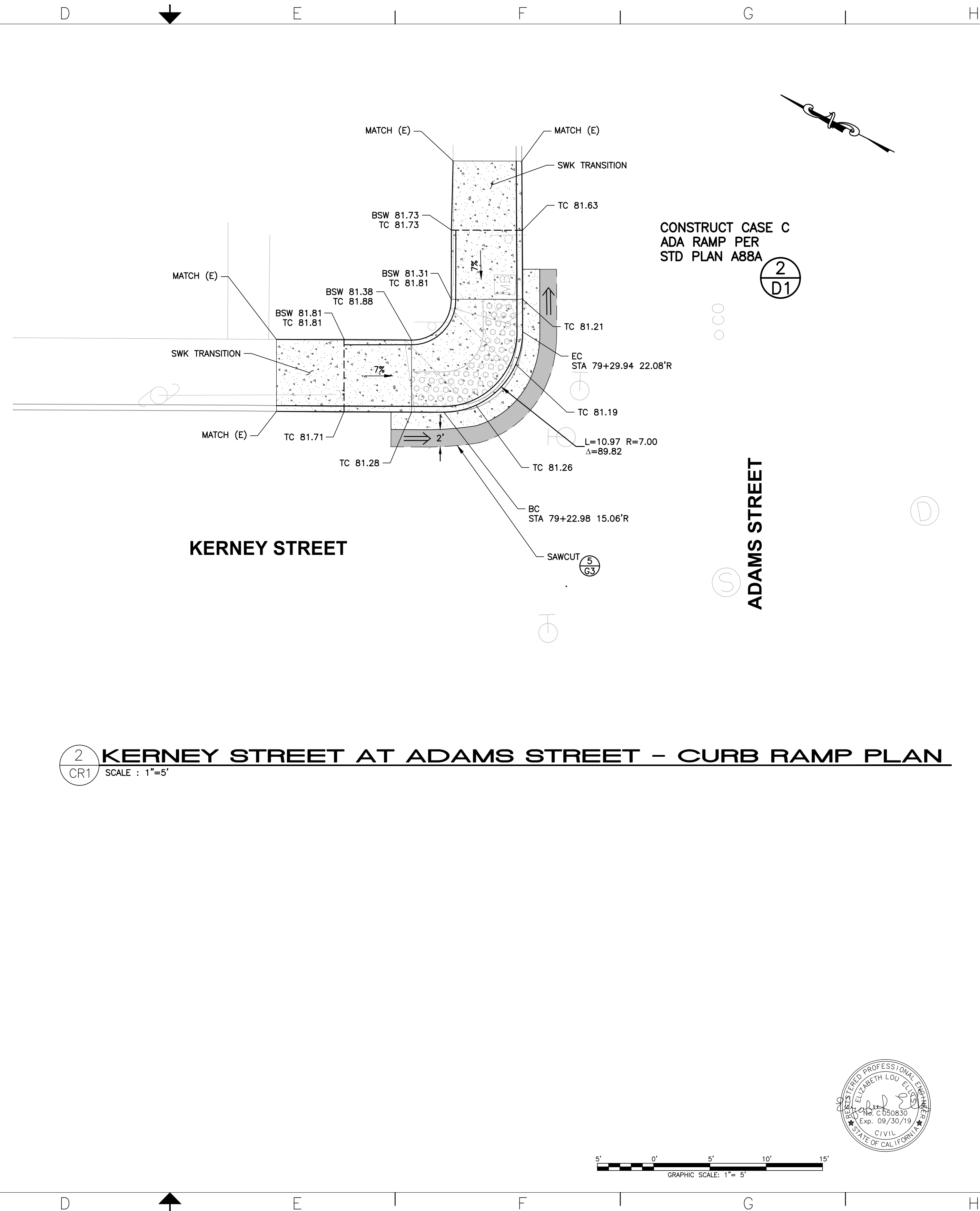
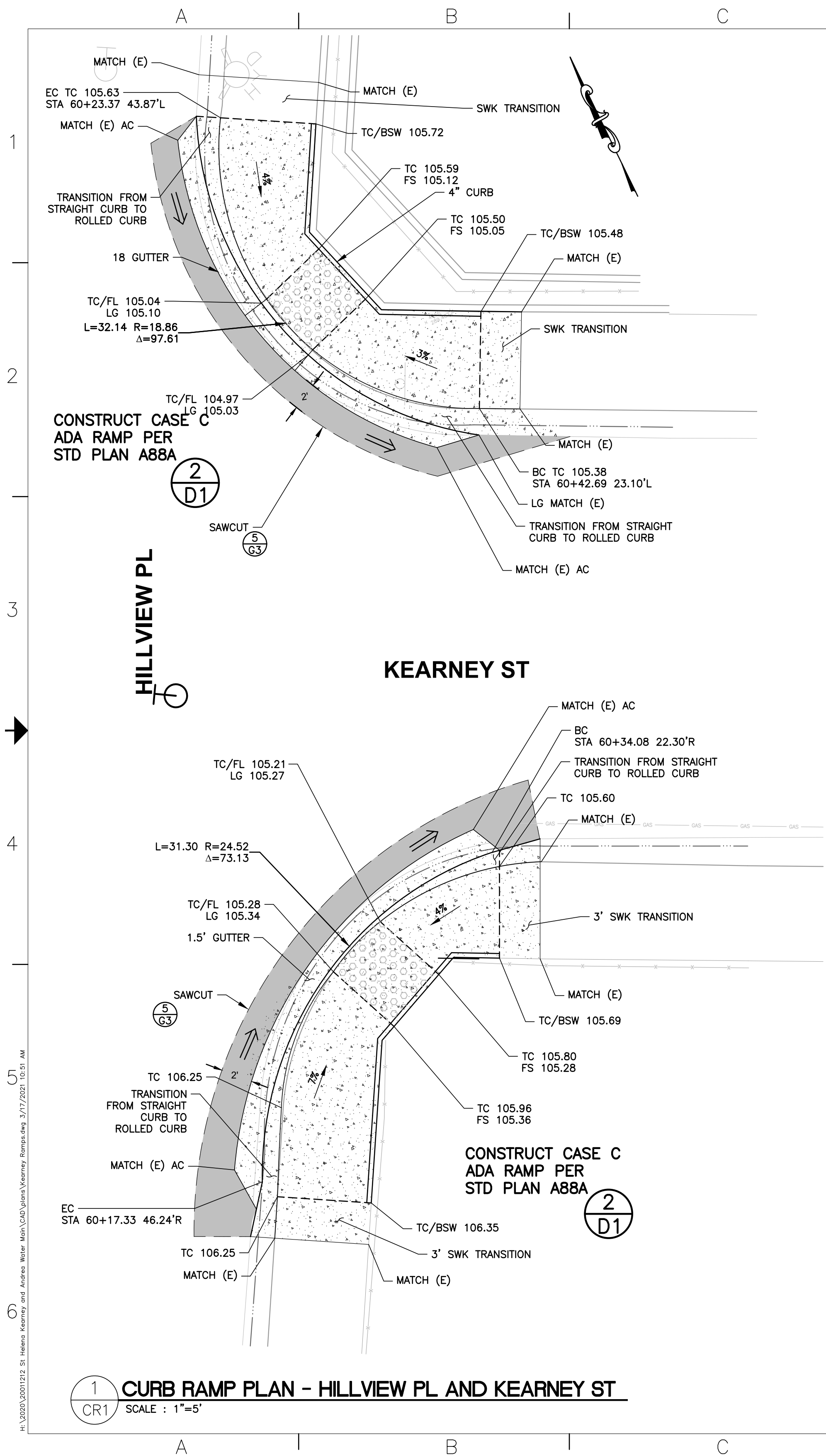
CITY OF ST. HELENA
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PH. 707-968-2658



W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT
CURB RAMPS PLAN ANDREA AT
KEARNEY, & ANDREA AT OAK

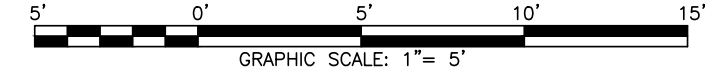
SHEET
CR1
12 OF 14

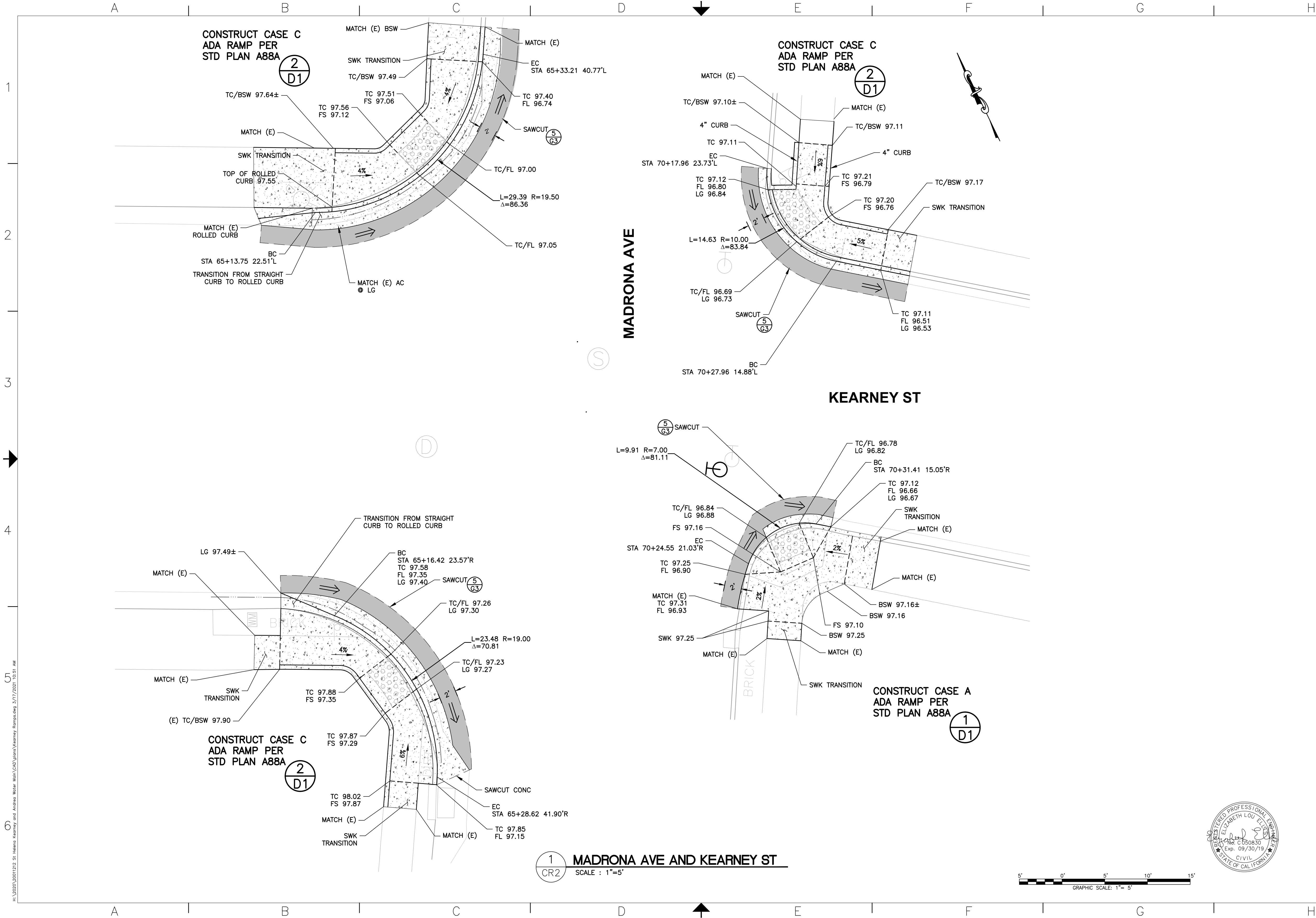




DATE: January 11, 2021	DESIGNED BY: TP	DRAWN BY: TP	CHECKED BY: LE
PROJECT NO. 20011212			
 GREEN VALLEY CONSULTING ENGINEERS 335 Treason Circle Santa Rosa, CA 95401 Tel (707) 579-0388 Fax (707) 579-3877			
CITY OF ST. HELENA PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574 PH. 707-968-2658			
			
W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT KEARNEY AT HILLVIEW, KEARNEY AT ADAMS CURB RAMPS PLAN			
SHEET CR2			
13 OF 14			

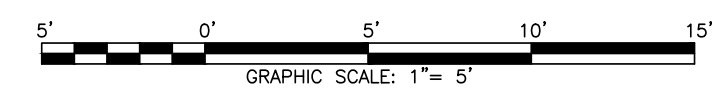
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11/3/2020 10:01:21Z St Helena Kearney and Andrea Water Main Replacement 3/17/2021 10:51 AM

DATE: January 11, 2021	DESIGNED BY: TP	DRAWN BY: TP	CHECKED BY: LE
PROJECT NO. 20011212			
 GREEN VALLEY CONSULTING ENGINEERS 335 Treason Circle Santa Rosa, CA 95401 Tel (707) 579-0388 Fax (707) 579-3677			
CITY OF ST. HELENA PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE. ST. HELENA, CALIFORNIA, 94574 PH. 707-968-2658			
			
W21-01 KEARNEY AND ANDREA WATER MAIN REPLACEMENT KEARNEY AT MADRONA CURB RAMPS PLAN			
SHEET CR3			
14 OF 14			



Kearney and Andrea Water Main Replacement

Project No: W21-01**Category:** Water**Project Location:** Kearney and Andrea**Responsible Department:**

PROJECT PURPOSE & DESCRIPTION: The 4" water main on Kearney between Hillview Place and Adams Street needs to be replaced as well as the main on Andrea from Kearney to Oak Avenue.

NOTES: This project has been on hold since February 2021. Final Plan was completed. Green Valley Engineering contract includes construction management, design, and specifications. STH Contract: FY2021-013. The project consulting budget appears to have been exhausted and this is the reason that project design was halted.

FY 23 - per PW, push project construction to FY24. PW has requested a construction estimate from Green Valley. The construction estimate in the project has been rolled over from the previous estimate, with an approximate 10% increase to construction.

FY24 - included in rate study to be delivered in FY24.

EXPENDITURE ACCOUNTS:**Fund:** 763 **Dept:** 5030

EXPENDITURES								PROJECT TOTAL
	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	
3110 - Design			30,000					30,000
3150 - Construction Management			59,205					59,205
3160 - Construction Contract			715,000					715,000
3170 - Contingency			71,500					71,500
EXPENDITURE TOTALS			875,705					875,705
FUNDING SOURCES								
763-Water Capital Improvement								0
763-Water Capital Improvement - Debt			875,705					875,705
FUNDING TOTALS			875,705					875,705



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 22, 2023
FROM:	Ian Dale, Environmental Services Tech
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 2023/2024 and authorizing the City Manager to execute the necessary agreements or purchase orders on behalf of the City.
RECOMMENDED ACTION:	Adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	March 14, 2023 - Resolution 2013-19
STATEMENT OF THE PURPOSE:	Accept bids and award contracts for furnishing chemicals for water and wastewater treatment.
FINANCIAL IMPACT:	The FY 2023/2024 Louis Stralla Water Treatment Plant process chemical budget (561-5034-2235) is \$90,000. The FY 2023/2024 Waste Water Treatment Plant process chemical budget (571-5029-2235) is \$200,000. The chemical costs are within the operating budgets.

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 2023/2024 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.

Annually, the NBACP conducts competitive bidding procedures. A Bid Summary for FY 2023/24, 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
Thatcher Co. of CA Inc	Sodium Hypochlorite (NaOCl) (12.5%) (short load)	\$2.79/gallon
Thatcher Co. of CA Inc	Sodium Hypochlorite (NaOCl) (12.5%) (full load)	\$1.82/gallon
Univar Solutions	Sodium Hydroxide (NaOH) (25%) (Short load)	\$1,840/dry ton
Chemtrade Chemicals US	Aluminum Sulfate, (35-48%)(full load)	\$304/dry ton

The table below, summarizes the anticipated FY 2023/2024 quantities and costs for bid chemicals, by vendor. The total amount for water treatment is \$61,500 and for wastewater treatment is \$69,750. 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 23/24 Pricing	FY 23/24 Expense	Taxed
Thatcher Co. of CA Inc	Sodium Hypochlorite LSWTP & SBW	10,000 gallons	\$2.79/gallon	\$27,900	no
Thatcher Co. of CA Inc	Sodium Hypochlorite WWTP	25,000 gallons	\$2.79/gallon	\$69,750	yes
Univar Solutions	Sodium Hydroxide 25%	10.0 tons	\$1,840/dry ton	\$18,400	no

	LSWTP				
Chemtrade Chemicals US, LLC	Aluminum Sulfate LSWTP	50.0 tons	\$304/dry ton	\$15,200	no
<i>Total Water Treatment Estimated Costs</i>				\$61,500	no
<i>Total Wastewater Treatment Estimated Costs</i>				\$69,750	yes

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution NBACP FY 23.24](#)

[Attachment 2 - NBACP Final BID Tabulation FY 2023-2024'](#)

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 2023/2024 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 (attached) are hereby accepted;**

2. Purchase Orders are awarded to the following vendors, Thatcher Co. of CA Inc, Univar Solutions, and Chemtrade Chemicals US 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 2023/24 bid package ("Standard Agreement") and submission of all required documents; and

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 August, 22, 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	25% SODIUM BISULFITE	40% SODIUM BISULFITE	FLUORIDE		Orthopolyphosphate		
	(Dry Ton)	(Dry Ton)	(Dry ton)	(Dry ton)	(Dry Ton)	(Dry Ton)	(CCF)	lb	(1-ton Cylinder)		(gallon)	(gallon)	55 gal drum	(Dry Ton)	(gallon)	(gallon)	(Dry Ton)	(adjusted)	(gallon)	(gallon)	(gallon)
	Full	Full	Full	Short	Full	Short	100%	100%	Full	Short	Full	Short		Full	Full	Full	100%	24%	Full	short	tote
Brenntag Pacific, Inc.			\$819.00*	\$915.00	\$983.00*	\$1098.00*													\$1.14	\$1.36	\$14.50
Carus LLC.																			\$1.41	\$1.56	\$19.78
Chemtrade Chem	\$304.00	\$508.00																			
Kemira														\$1,443.00							
Linde Inc.							\$1.38	\$0.16													
Olin Corporation											\$2.57	\$2.87									
Pencco, Inc.														\$1,397.00			\$2,487.50	\$597.00			
Sterling Water Tech																			\$0.9384	\$1.0279	\$12.4721
Thatcher Co.of CA Inc	\$321.12	\$549.00							\$2,650.00		\$1.82	\$2.79	\$7.75				\$2,755.60	\$661.34			
Univar Solutions			\$868.00	\$868.00	\$1,008.00	\$1,840.00					\$3.07	\$3.77			\$2.450	\$2.845					
FISCAL YEAR																					
FY 23-24																					
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			



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 22, 2023
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Consideration and adoption of a Resolution Authorizing the City Manager to Execute the California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement
RECOMMENDED ACTION:	Adopt attached resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	Authorize the City Manager to execute the CalWARN 2007 Omnibus Mutual Assistance Agreement with would allow for Statewide mutual assistance for water/wastewater emergencies.
FINANCIAL IMPACT:	Joining CalWARN is free. Approximately 1.5 hours of staff time would be expended monthly to attend a coordination meeting. The City would incur direct costs only when receiving aid and as discussed in the CalWARN Articles of Agreement. The CalWARN Agreement would obligate the City to compensate member agencies providing aid for reasonable costs of parts, equipment and personnel supplied.

BACKGROUND:

The City of St. Helena Public Works Department operates with a minimum number of staff members. Natural or manmade disasters that damage City infrastructure can overwhelm Public Works staff who must then request help from nearby agencies for parts, equipment, and personnel. Currently, the Public Works Department does not have any mutual assistance agreements with nearby agencies.

The California Water/Wastewater Agency Response Network (CalWARN) offers a statewide mutual assistance agreement with public works and utility operators throughout the State of California. The Cities of Calistoga, Yountville, American Canyon, and Napa are current members of CalWARN.

DISCUSSION:

The Glass Fire illustrated the need for rapid and robust response to disasters that damage infrastructure. In the case of water and wastewater utilities, this often requires specialized parts, equipment, and personnel not readily available from the private sector. Most

notably, personnel licensed/certified to work on water and wastewater systems are in short supply.

The Public Works Department wishes to establish mutual assistance agreements with nearby agencies to supplement our local resources in the event of a disaster. By joining the CalWARN Network, the Public Works Department would have a Statewide mutual assistance agreement which already includes our sister cities and the County of Napa.

The Public Works Department requests that the City Council consider and approve the resolution authorizing the City Manager to execute the CalWARN 2007 Omnibus Mutual Assistance Agreement.

ENVIRONMENTAL REVIEW: This item is exempt from CEQA review.

DOCUMENTS ATTACHMENTS:

[Resolution.CALWARN.2023](#)

[CalWARN 2007 Omnibus Mutual Assistance Agreement](#)

[CalWARN Articles of Agreement 2007 0930](#)

CITY OF ST. HELENA

RESOLUTION NO. 2023-

**Resolution of the City Council of the City of St. Helena
authorizing the City Manager to execute the California
Water/Wastewater Agency Response Network
(CalWARN) 2007 Omnibus Mutual Assistance
Agreement.**

WHEREAS, natural or manmade disasters that result in damage to City infrastructure can overwhelm Public Works staff who must then request help from nearby agencies for parts, equipment and personnel; and

WHEREAS, the Public Works Department does not have mutual assistance agreements with nearby agencies; and

WHEREAS, the Public Works Department wishes to establish mutual assistance agreements with nearby agencies to supplement our local resources in the event of a disaster; and

WHEREAS, the CalWARN Network, provides a Statewide mutual aid agreement with many Public Works agencies including neighboring cities and the County of Napa; and

WHEREAS, joining the CalWARN network is free.

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 Manager is authorized to execute the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Approved at a Regular Meeting of the St. Helena City Council on _____, 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 Tzaopoulos, City Clerk

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)

agrees to abide by the current CalWARN Omnibus Mutual Assistance Agreement and the CalWARN ACS Chapter Governance Document.

Date: _____

Name: (printed) _____ (signature) _____

Title: _____

Please return a signed copy of this page to: CWC-ACS@YourACS.org

Articles of Agreement
California Water/Wastewater Agency Response Network
WARN 2007 Omnibus Mutual Assistance Agreement

This AGREEMENT is made and entered into by those water and wastewater utilities which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said water and wastewater utilities being herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I.
PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public and private, in the State of California.

ARTICLE II.
DEFINITIONS

- A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this.
- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause impact to the operations of a member utility's system, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be beyond the control of the services, personnel, equipment, and facilities of a Member and requires mutual assistance.
- C. **Member** – Any public or private water or wastewater utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this, the California Water/Wastewater Agency Response Network (CalWARN) Agreement.
- D. **Associate Member** – Any non utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public

Health, or associations, who are members of the Regional or State Steering Committees and do not officially sign the WARN agreement.

- E. **Confidential Information** - Any document shared with any signatory to this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
- F. **Non-Responding Member** - A Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
- G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and Assistance Program.
- H. **Responding Member** – A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.
- I. **Period of Assistance** – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.
- J. **National Incident Management System (NIMS)** - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- K. **Standardized Emergency Management System (SEMS)** - A standardized approach to field command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.

ARTICLE III. ADMINISTRATION

The administration of the Water/Wastewater Agency Response Network (WARN) will be through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee (SSC).

The WARN RSCs will be established by representatives from the Members in that region. A chair and co-chair will be elected and act as administrators for that region. The chair will represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for Members, maintain a data base of all water and wastewater utilities who have signed this Agreement, and meet as a committee to address concerns and procedures for requesting mutual assistance in that region. The regions will be comprised of one or more of the six Office of Emergency Services (OES) mutual aid regions.

The WARN SSC will include the chairs of the regional steering committees, and a representative from the California Department of Public Health (CDPH), California Utilities Emergency Association (CUEA), Department of Water Resources (DWR), the American Water Works Association (AWWA) Emergency Planning Committee, California Rural Water

Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC will identify a Chair for the purpose of leading the SSC and act as a point of contact for the WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating utilities. The database will be maintained on the WARN website, managed by a volunteer Member, as appointed by the SSC.

ARTICLE IV. PROCEDURES

- A. In coordination with the Regional Steering Committees, emergency management and public health system of the state, the State Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), reviewed at least annually and updated as needed by the State Steering Committee.
- B. Requests for emergency assistance under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.
- C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the CUEA Utility Operation Center to ensure maximum effectiveness in allocating resources to the highest priority needs.

ARTICLE V. REQUESTS FOR ASSISTANCE

In general, assistance will be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when Responding Member determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Responding Member shall not be held liable for failing to provide assistance. A potential Responding Member has the absolute discretion to decline to provide any requested assistance.

- A. **Member Responsibility** - Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the utility for mutual aid and assistance response, as allowed by utility policy. Such information shall be updated annually or as changes occur (whichever is sooner), provided to the State Steering Committee, and uploaded into the statewide database.
- B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall also be prepared in writing and submitted to the participating Member as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures developed under Article IV.

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
 2 request. After a Member receives a request for assistance, the Authorized Official evaluates
 3 whether or not to respond, whether resources are available to respond, or if other
 4 circumstances would hinder response. Following the evaluation, the Authorized
 5 Representative shall inform, as soon as possible, the Requesting Member whether it will
 6 respond. If the Member is willing and able to provide assistance, the Member shall inform
 7 the Requesting Member about the type of available resources and the approximate arrival
 8 time of such assistance.
 9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
 11 does not create any duty to respond to a request for assistance. When a Member receives
 12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
 13 whether or not to respond, or the availability of resources to be used in such response. An
 14 Authorized Member's decisions on the availability of resources shall be final.
 15

16
 17 **ARTICLE VI.**
 18 **RESPONSE COORDINATION**
 19

20 When providing assistance under this Agreement, the Requesting Member and Responding
 21 Member shall be organized and shall function under the Standard Emergency Management
 22 System and National Incident Management System protocols and procedures.
 23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
 25 to participate and the resources that are available.
 26
- 27 B. **Control** – While employees so provided may be under the supervision of the
 28 Responding Member, the Responding Member's employees come under the direction
 29 and control of the Requesting Member, consistent with the NIMS Incident Command
 30 System to address the needs identified by the Requesting Member. The Requesting
 31 Member's Authorized Official shall coordinate response activities with the designated
 32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
 33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
 34 designated supervisor(s) must keep accurate records of work performed by personnel
 35 during the specified Period of Assistance.
 36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
 38 and shelter for Responding Member personnel. If the Requesting Member is unable to
 39 provide food and shelter for Responding Member personnel, the Responding Member's
 40 designated supervisor is authorized to secure the resources necessary to meet the needs of
 41 its personnel. Except as provided below, the cost for such resources must not exceed the
 42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
 43 per diem rates for the area, the Responding Member must demonstrate that the additional
 44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
 45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
 46 Member for all reasonable and necessary costs associated with providing food and shelter,
 47 if such resources are not provided.
 48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
 50 with radio equipment as available, or radio frequency information to program existing radio,
 51 in order to facilitate communications with local responders and utility personnel.

- 1
- 2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
- 3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
- 4 their respective jurisdictions.
- 5
- 6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
- 7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
- 8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
- 9 credentials during the specified Period of Assistance.
- 10
- 11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
- 12 right to withdraw some or all of its resources at any time for any reason in the Responding
- 13 Member's sole and absolute discretion. Notice of intention to withdraw must be
- 14 communicated to the Requesting Member's Authorized Official as soon as soon as is
- 15 practicable under the circumstances.
- 16
- 17

ARTICLE VII. COST REIMBURSEMENT

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.

- 24
- 25 A. **Personnel** – Responding Member will make such employees as are willing to
- 26 participate available to Requesting Member at Requesting Member's expense equal to
- 27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
- 28 wage plus fringe benefits and overhead, and consistent with Responding Member's
- 29 collective bargaining agreements or other conditions of employment. All costs incurred
- 30 for work performed during the specified Period of Assistance will be included. The
- 31 Requesting Member shall be responsible for all direct and indirect labor costs.
- 32
- 33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
- 34 and generators, shall be at Responding Member's current equipment rate and subject to the
- 35 following conditions: The Requesting Member shall reimburse the Responding Member for
- 36 the use of equipment during the specified Period of Assistance, including, but not limited to,
- 37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
- 38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
- 39 Member as soon as is practicable and reasonable under the circumstances.
- 40 (a) At the option of Responding Member, equipment may be provided with an
- 41 operator.
- 42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
- 43 of an oral or written request for return.
- 44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
- 45 maintenance for furnished equipment.
- 46 (d) Responding Member's cost related to the transportation, handling and
- 47 loading/unloading of equipment shall be chargeable to Requesting Member.
- 48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
- 49 or while in the custody and use of Requesting Member, Requesting Member shall
- 50 reimburse Responding Member for the reasonable cost of repairing said damaged
- 51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37

38 **ARTICLE VIII.** 39 **ARBITRATION** 40

41
42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

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ARTICLE XIII.
INSURANCE

Members shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent allowed by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information provided to it by another Member pursuant to this Agreement. If any Member, Associate Member, or third party requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information provided to it under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall take effect for a new party immediately upon its execution by said party.

ARTICLE XVI.
WITHDRAWAL

Any party may terminate its participation in this Agreement by written notice to the Chair of the appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of Members within each region and unanimous agreement among the regions. The State Steering Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days written notice to the parties.

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ARTICLE XVIII.
SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

To the extent that prior agreements among signatories to this Agreement for mutual assistance are inconsistent with this Agreement, such agreements are hereby superseded. This Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

ARTICLE XXI.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under California law.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 22, 2023
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	July 2023 Review and Forecasting of City Water Supply Availability
RECOMMENDED ACTION:	Receive and File.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None

BACKGROUND:

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

At the City Council meeting of May 9, 2023, the City Council adopted Resolution 2023-46 adopting City Council goals for FY 2023-24. Five new City Council Goals for FY 2023-24 which include Goal 1: Financial Sustainability, Goal 2: Infrastructure and Environmental Sustainability, Goal 3: Water Security, Goal 4: Community Information and Engagement, and Goal 5: Quality of Life. City Council has the responsibility of establishing broad goals and the City's leadership has the responsibility to develop a work plan to achieve them.

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for July 2023. The water produced for July 2023 is up by 12% when compared to July 2022 and is down -25% compared to the average of July 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	July 2022 (Acre-Feet)	July 2023 (Acre-Feet)
Bell Canyon	81	31	40
Stonebridge Wells	43	46	51
Napa Water	64	50	51
Total	188	127	142

Percent change from July 2022: 12%

Percent change from average of July 2018 - 2020: -25%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2024 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of August 1, 2023, Bell Canyon Reservoir elevation was at 419.70 feet representing approximately 2,209.91 acre feet (AF) and 92.7% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on August 1st in 2021, 2022, and 2023.

Year	2021	2022	2023
Bell Canyon Elevation Level	397.61 Ft.	413.55 Ft.	419.70 Ft.
Acre Feet	826 AF	1,767 AF	2,209.91 AF
Percent Capacity	34.6%	74.1%	92.7%

As a follow up to the May 24, 2022, City Council meeting, staff developed a graph (Attachment 3) highlighting the relationship between the reservoir elevation level and water supply availability in acre feet. The graph shows the current status of the reservoir. Furthermore, the graph also displays the points where City Council decided to declare Phase I and Phase II Water Emergencies in 2020.

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights

permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

It should be noted that on July 25, 2023, the City Council adopted Resolution No. 2023-94 to formally end the Phase I Water Emergency. The projected demand on the system versus the anticipated rainfall over the next year reflects an available supply in Bell Canyon approximately 1,895 acre-feet, significantly above the 1,481 acre-feet standard for declaration of a Phase I Water Emergency. Staff will monitor State-wide and local drought conditions, weather conditions, and provide updates on a monthly basis. The corresponding staff report provided a variety of data to reflect the disposition of the water supply at that time in relation to the Council-adopted Safe Yield Policy.

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of July 2023, Rutherford Pump Station was producing an average of 0.537 MG/day for a total of 51.09 acre feet (AF) for the month.

DOCUMENTS ATTACHMENTS:

[Attachment 1 - MWR July 1-31 2023](#)

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

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

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE____
 RECEIVED:____ BY: __

July 1-31, 2023

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	40.24	51.42	0.55	51.09	-0.44
AMOUNT PRODUCED in MG	13.11	16.75	0.18	16.64	-0.14
PERCENT	28.3%	36.1%		35.9%	-0.3%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	46.50 MG	41.75 MG
MAXIMUM DAILY PRODUCED	n/a MG	n/a MG
MINIMUM DAILY PRODUCED	n/a MG	n/a MG
AVERAGE DAILY PRODUCED	1.50 MG	1.17 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	40.25 AF	28.2%	31.44 AF	24.7%
	13.11 MG		10.24 MG	
NAPA WATER	51.08 AF	35.8%	49.58 AF	39.0%
	16.64 MG		16.15 MG	
STONEBRIDGE POTABLE WELLS	51.42 AF	36.0%	46.02 AF	36.2%
	16.75 MG		14.99 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	142.75 AF	100.0%	127.04 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.13 MG/July 1 -31	0.24 MG/July 1-31
NAPA VALLEY COLLEGE	0.06 MG/July 1 -31	0.12 MG/July 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	419.70 FT.	413.55 FT.
MONTHLY RISE OR DROP	-1.23 FT.	-1.35 FT.
CAPACITY AT END OF PERIOD	2209.91 AF	1766.62 AF
PERCENT OF FULL CAPACITY	92.7 %	74.1 %
RAINFALL IN THIS PERIOD	0.00 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	0 IN	0.00 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	45-100	58-107
AVERAGE	72.5	77

REMARKS

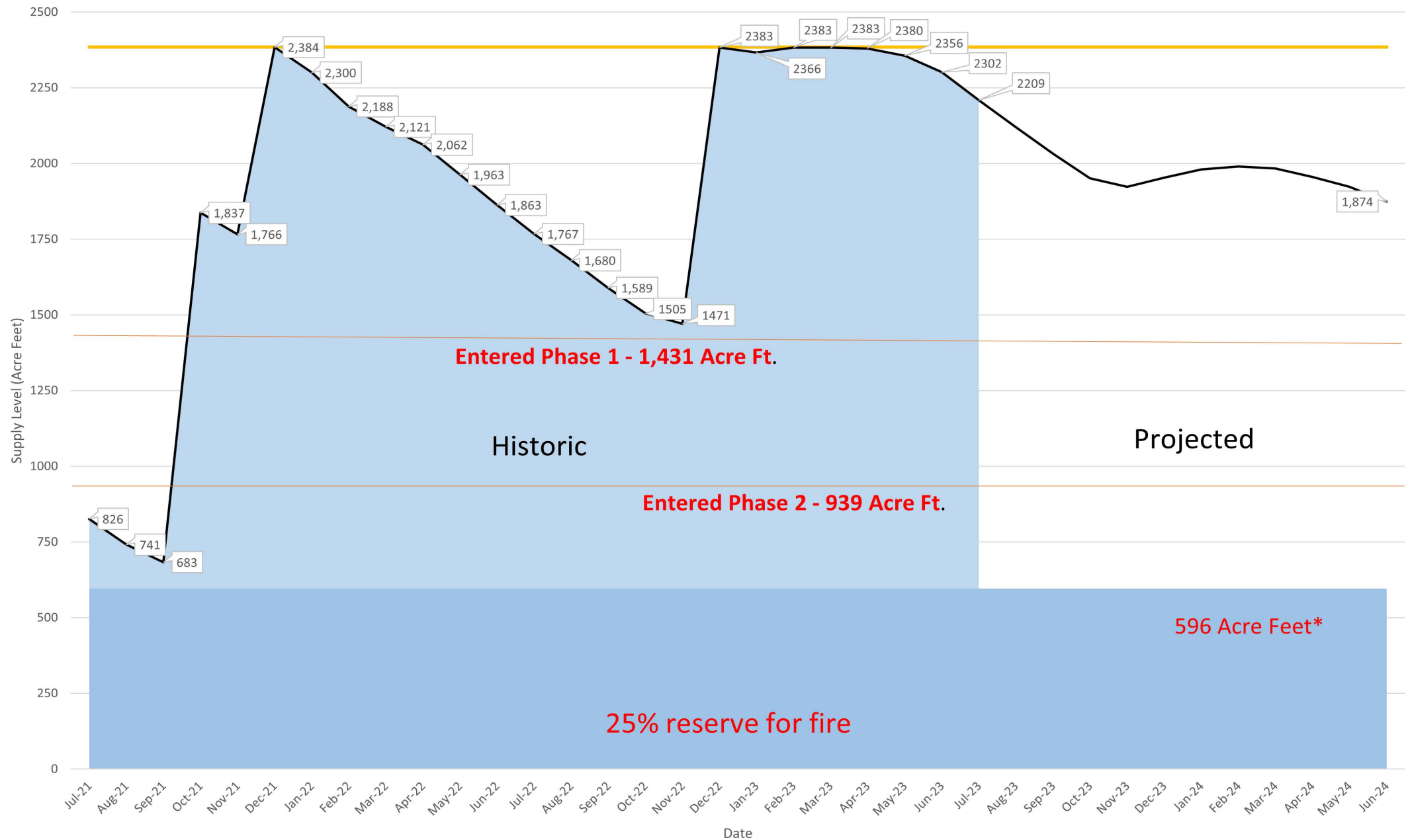
City of Napa Water Delivery: RPS producing an average of 0.537 MG/day during July 2023.

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

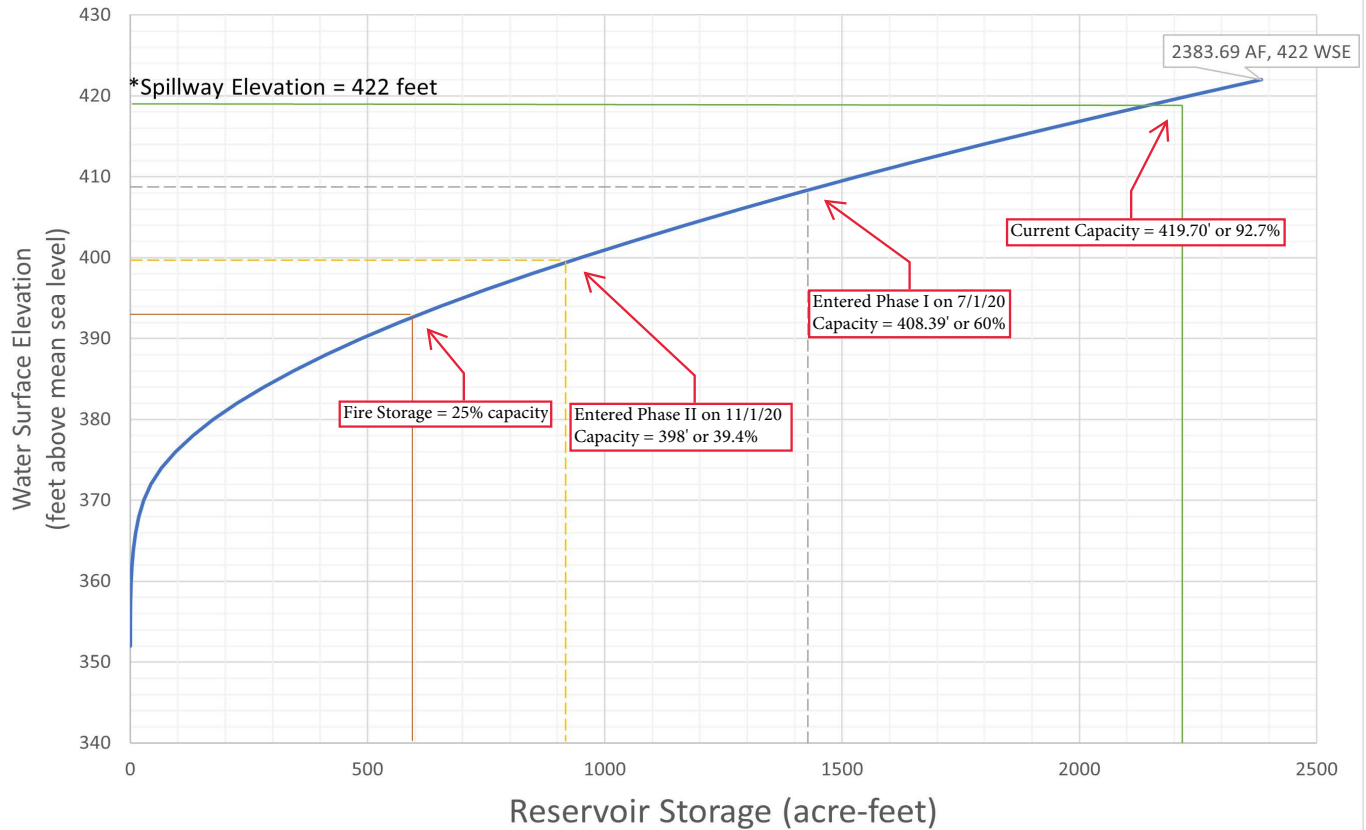
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast

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



Bell Canyon Reservoir Stage-Storage Relationship





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 22, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Receive and File the Fiscal Year (FY) 2022-23 4th Quarter Finance Report (unaudited).
RECOMMENDED ACTION:	Staff recommends the City Council receive and file the Q4 FY 2022-23 financial report.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to provide a budget status update for the period of Fourth Quarter Fiscal Year 2022-23.
FINANCIAL IMPACT:	None.

BACKGROUND:

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council meeting a budget report showing the budget status at the end of the preceding quarter. Staff has prepared the following for Council:

1. Fourth quarter (Q4) staff report for Fiscal Year (FY) 2022-23. This report is a summary of transactions from April 1, 2023 through June 30, 2023.
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q4 FY 2022-23.
3. FY 2022-23 Q4 list of checks over \$50,000 (Attachment 1)
4. FY 2022-23 Q4 balance of all funds (Attachment 2).

DISCUSSION:

Information presented below reflects transactions posted through June 30, 2023. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

General Fund General Fund revenue received to date for FY 2022-23 is \$17,801,239 – 98% of the budgeted General Fund revenue has been collected. General Fund revenue is divided into the following categories:

1. Property Tax
2. Sales Tax
3. Transient Occupancy Tax (TOT)
4. Other Taxes
5. Charges for Service

- 6. Fines and Forfeits
- 7. Licenses and Permits
- 8. Development Fees
- 9. Intergovernmental
- 10. Interest and Rents, and
- 11. Miscellaneous.

The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT, of which 97% of the adjusted budget have been collected. The slightly lower revenue collections compared to the adjusted budget is a result of not having received the June 2023 Sales Tax and 4th Quarter Property Tax. Attachment 3 provides details on each of the revenue categories.

General Fund expenditures are \$18,580,163 for Q4 which is 90% of the adjusted budget, including an additional \$1,682,760 in encumbered funds. Spending for FY 2022-23 is slightly lower than the adjusted budget at June 30th due to project spending that will continue into FY 2023-24. Funds allocated to these projects are encumbered and will be rolled into the following fiscal year budget.

Fire Department expenditures exceeded the adjusted budget due to the transition to a 48/96 schedule that was not captured in the FY23 budget projections. However, overall expenditures are less than the authorized adjusted budget for General Fund. Attachment 4 provides a summary of expenditures by Department for FY 2022-23 Q4.

Water Enterprise Fund

Water Enterprise revenue billed to date is \$4,842,113, or 73% of the adjusted total of estimated revenues for FY 2022-23 through June 30, 2023. Revenues are lower than anticipated due to penalties assessed in FY 2021-22 as a result of the Phase II water emergency, which were refunded in FY 2022-23. This reduced revenue collection by \$1,061,155. The decline can be attributed to water revenues that have not yet been accrued to FY 2022-23 for the period of May through June 2023 but were billed in July 2023. Attachment 5 provides details of Water Fund revenues. The negative amount recorded in 561-3870-0000 CARES subsidy is due to the subsidy amount yet to be transferred from the General Fund.

Water expenditures are \$6,401,613 for Q4 FY 2022-23. Overall Water Fund spending is at 81% of the adjusted budget for the Fiscal Year. Low spending is due to the timing of invoices received that were processed after the close of the fiscal year. Attachment 6 provides a summary of spending by Department for FY 2022-23 Q4.

Wastewater Enterprise Fund

Wastewater Enterprise revenue billed to date is \$3,347,996 or 99% of the estimated total revenues for FY 2022-23. Revenues are on target with budgeted projections. The previous FY 2021-22 Q4 revenues were at 99% for the same time period. Attachment 7 provides details for Wastewater Fund revenues. The negative amount recorded in 571-

3870-0000 CARES Subsidy is due to the subsidy amount yet to be transferred from the General Fund.

Wastewater expenses are \$2,783,034 for Q4 FY 2022-23. Overall Wastewater Fund spending is at 78% for the Fiscal Year and is on target. Low spending is due to the timing of invoices received that were processed after the close of the fiscal year. Attachment 8 provides a summary of spending by Department for FY 2022-23 Q4.

Water and Wastewater Funds - Aging Report

Although this section is not part of the regular quarterly report, staff feels the aging report for the utility systems is important to review due to the impacts of the COVID-19 emergency and Phase II Water Emergency. Revenues for both the water and wastewater systems are recognized as soon as they are earned as opposed to when they are collected. Therefore, when the bi-monthly utility bill is processed the revenues are recorded in the financial software system.

At the start of the pandemic, City Council approved Resolution 2020-24 which waived all penalties and interest on amounts due for utility service and ceased termination of water service for delinquent bills for the duration of the local emergency and for 30 days following the City Council's termination of the emergency. In addition, several customers filed appeals for penalties assessed related to overuse of water during the Phase II Water Emergency. This resulted in a significant increase in past due amounts from Fiscal Year 2020-21 to Fiscal Year 2021-22.

City Council terminated the local emergency in May 2023 and began reassessing past due fees in June 2023. As a result, staff has seen a decline in the past amounts from the prior fiscal year. Table 1 provides a summary of the past due amounts compared to the same time the previous year.

Table

Period	30 - 60 Days	60 - 90 Days	90 - 120 Days	Over 120 Days
06/30/2021	\$108,944	\$344	\$57,583	\$236,751
06/30/2022	\$310,541	\$19,016	\$136,974	\$2,076,731
06/30/2023	\$167,337	\$777	\$86,470	\$1,428,475

All Funds

Attachment 2 provides a summary of the balance of all funds.

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 114 participants. The subsidy for FY 2022-23 Q4 is \$17,316.51. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2022-23 budget.

Leak Adjustment Subsidy

The leak subsidy for Q4 FY 2022-23 totals \$5,000.00 which represents one approved leak appeal adjustment caused by a broken pipe. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2022-23 budget.

FY 2022-23 Q4 Checks over \$50,000

Per staff recommendations on April 10, 2015, and as adopted by Fiscal Policy P-FI-0016, Attachment 1 provides an account of all checks over \$50,000.

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Checks by Date](#)

[Attachment 2 - Estimated Cash Balances at 06.30.23](#)

[Attachment 3 - General Fund Revenue Worksheet Historical by Type Q4](#)

[Attachment 4 - Q4 General Fund Expenses](#)

[Attachment 5 - Q4 Water Revenues](#)

[Attachment 6 - Q4 Water Expenditures](#)

[Attachment 7 - Q4 Wastewater Revenues](#)

[Attachment 8 - Q4 Wastewater Expenditures](#)

ATTACHMENT 1



Accounts Payable

Checks by Date - Summary by Check Date

User: Mandy
Printed: 8/15/2023 9:52 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
118300	PGE	PG&E	04/06/2023	97,595.96
Total for 4/6/2023:				97,595.96
118207	NAP06	NAPA, CITY OF	04/11/2023	176,593.19
Total for 4/11/2023:				176,593.19
118294	PUB01	Public Emp Retirement System	04/17/2023	50,625.62
118298	NAP07	Napa County Auditor-Controller's Office	04/17/2023	102,653.40
Total for 4/17/2023:				153,279.02
118326	THOMPBUY	Thompson Builders Corporation	04/18/2023	225,720.00
Total for 4/18/2023:				225,720.00
118378	NCTPA	NVTA	04/21/2023	320,250.00
Total for 4/21/2023:				320,250.00
118422	SWRCB	SWRCB Accounting Office	05/02/2023	147,000.00
Total for 5/2/2023:				147,000.00
118458	MIDSTATE	Midstate Barrier Inc.	05/03/2023	61,622.00
118460	REMIF	REMIF	05/03/2023	62,723.56
118485	Argonaut	Argonaut Constructors	05/03/2023	578,655.15
Total for 5/3/2023:				703,000.71
118488	DEP05	Department of Water Resources	05/09/2023	50,159.00
118494	NAP06	NAPA, CITY OF	05/09/2023	116,780.11
118516	HYDROSCI	HydroScience Engineers	05/09/2023	67,286.35
Total for 5/9/2023:				234,225.46
118685	THOMPBUY	Thompson Builders Corporation	05/24/2023	261,535.00
Total for 5/24/2023:				261,535.00
118715	OTS	Operational Technical Services	05/30/2023	422,169.97
Total for 5/30/2023:				422,169.97

Check No	Vendor No	Vendor Name	Check Date	Check Amount
118756	BBKLAW	Best Best & Krieger, Attorneys at Law	06/20/2023	138,525.32
118763	CHAMBER	Chamber Of Commerce-St. Helena	06/20/2023	55,000.00
118779	NAP06	NAPA, CITY OF	06/20/2023	124,030.10
118780	NAP23	County of Napa	06/20/2023	51,313.00
Total for 6/20/2023:				368,868.42
118877	RAYRAYT	Taco Pop-up, LLC Ray Ray's Tacos	06/30/2023	105,000.00
Total for 6/30/2023:				105,000.00
Report Total (20 checks):				3,215,237.73



General Ledger

Summary Trial Balance

User: Mandy
 Printed: 08/16/2023 - 12:23PM
 Period: 01 to 13, 2023

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 101	General Fund					
ASSETS						
Dept 10	Cash					
101-10-15-00-00	Clearing House	0.00	13,861,066.33	24,539,415.48	24,374,089.27	14,026,392.54
	ASSETS Totals:	0.00	13,861,066.33	24,539,415.48	24,374,089.27	14,026,392.54
	Fund 101 Totals:	0.00	13,861,066.33	24,539,415.48	24,374,089.27	14,026,392.54
Fund 209	HOME Grant					
ASSETS						
Dept 10	Cash					
209-10-15-00-00	Clearing House	0.00	29,720.00	45,427.37	47,741.92	27,405.45
	ASSETS Totals:	0.00	29,720.00	45,427.37	47,741.92	27,405.45
	Fund 209 Totals:	0.00	29,720.00	45,427.37	47,741.92	27,405.45
Fund 210	Community Dev Block Grant					
ASSETS						
Dept 10	Cash					
210-10-15-00-00	Clearing House	0.00	-25,738.74	92,539.89	178,317.21	-111,516.06
	ASSETS Totals:	0.00	-25,738.74	92,539.89	178,317.21	-111,516.06
	Fund 210 Totals:	0.00	-25,738.74	92,539.89	178,317.21	-111,516.06
Fund 211	EPA Grant					
ASSETS						
Dept 10	Clearing House	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 211 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 212	Department of Homeland Secur					
ASSETS						
Dept 10	Cash					
212-10-15-00-00	Clearing House	0.00	326.71	0.00	0.00	326.71
	ASSETS Totals:	0.00	326.71	0.00	0.00	326.71
	Fund 212 Totals:	0.00	326.71	0.00	0.00	326.71
Fund 213	GVS Grant					
ASSETS						
Dept 10						
213-10-15-00-00	Clearing House	0.00	275.11	15,044.24	0.00	15,319.35
	ASSETS Totals:	0.00	275.11	15,044.24	0.00	15,319.35
	Fund 213 Totals:	0.00	275.11	15,044.24	0.00	15,319.35
Fund 216	Public Safety Impact					
ASSETS						
Dept 10	Cash					
216-10-15-00-00	Clearing House	0.00	555,320.74	35,873.97	263.82	590,930.89
	ASSETS Totals:	0.00	555,320.74	35,873.97	263.82	590,930.89
	Fund 216 Totals:	0.00	555,320.74	35,873.97	263.82	590,930.89
Fund 218	Public Library Foundation					
ASSETS						
Dept 10	Cash					
218-10-15-00-00	Clearing House	0.00	1,308.14	6.78	0.00	1,314.92
	ASSETS Totals:	0.00	1,308.14	6.78	0.00	1,314.92
	Fund 218 Totals:	0.00	1,308.14	6.78	0.00	1,314.92
Fund 219	CLSA State Library Grant					

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
ASSETS						
Dept 10	Cash					
219-10-15-00-00	Clearing House	0.00	1,876.05	9.72	0.00	1,885.77
	ASSETS Totals:	0.00	1,876.05	9.72	0.00	1,885.77
	Fund 219 Totals:	0.00	1,876.05	9.72	0.00	1,885.77
Fund 222	Park Bond Act					
ASSETS						
Dept 10	Cash					
222-10-15-00-00	Clearing House	0.00	221.66	0.00	0.00	221.66
	ASSETS Totals:	0.00	221.66	0.00	0.00	221.66
	Fund 222 Totals:	0.00	221.66	0.00	0.00	221.66
Fund 223	Skate Park Lighting Fund					
ASSETS						
Dept 10	Cash					
223-10-15-00-00	Clearing House	0.00	0.60	0.00	0.00	0.60
	ASSETS Totals:	0.00	0.60	0.00	0.00	0.60
	Fund 223 Totals:	0.00	0.60	0.00	0.00	0.60
Fund 224	Public Safety (COPS)					
ASSETS						
Dept 10	Cash					
224-10-15-00-00	Clearing House	0.00	300,951.43	167,339.95	98,489.82	369,801.56
	ASSETS Totals:	0.00	300,951.43	167,339.95	98,489.82	369,801.56
	Fund 224 Totals:	0.00	300,951.43	167,339.95	98,489.82	369,801.56
Fund 225	State Gas Tax 2105					
ASSETS						
Dept 10	Cash					
225-10-15-00-00	Clearing House	0.00	0.00	30,964.88	0.00	30,964.88

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	30,964.88	0.00	30,964.88
	Fund 225 Totals:	0.00	0.00	30,964.88	0.00	30,964.88
Fund 226	State Gas Tax 2106					
ASSETS						
Dept 10	Cash					
226-10-15-00-00	Clearing House	0.00	37,659.18	19,493.20	0.00	57,152.38
	ASSETS Totals:	0.00	37,659.18	19,493.20	0.00	57,152.38
	Fund 226 Totals:	0.00	37,659.18	19,493.20	0.00	57,152.38
Fund 227	State Gas Tax 2107					
ASSETS						
Dept 10	Cash					
227-10-15-00-00	Clearing House	0.00	0.00	43,032.71	9,309.96	33,722.75
	ASSETS Totals:	0.00	0.00	43,032.71	9,309.96	33,722.75
	Fund 227 Totals:	0.00	0.00	43,032.71	9,309.96	33,722.75
Fund 228	State Gas Tax 21075					
ASSETS						
Dept 10	Cash					
228-10-15-00-00	Clearing House	0.00	10,593.14	2,064.76	0.00	12,657.90
	ASSETS Totals:	0.00	10,593.14	2,064.76	0.00	12,657.90
	Fund 228 Totals:	0.00	10,593.14	2,064.76	0.00	12,657.90
Fund 229	State Gas Tax 2103					
ASSETS						
Dept 10	Cash					
229-10-15-00-00	Clearing House	0.00	104,131.91	43,948.84	0.00	148,080.75
	ASSETS Totals:	0.00	104,131.91	43,948.84	0.00	148,080.75
	Fund 229 Totals:	0.00	104,131.91	43,948.84	0.00	148,080.75
Fund 230	RMRA					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10 230-10-15-00-00	Cash Clearing House	0.00	2,418.82	120,007.79	0.00	122,426.61
	ASSETS Totals:	0.00	2,418.82	120,007.79	0.00	122,426.61
Fund 235 ASSETS	Fund 230 Totals: Measure A	0.00	2,418.82	120,007.79	0.00	122,426.61
Dept 10 235-10-15-00-00	Cash Clearing House	0.00	43,300.47	2,487.78	0.00	45,788.25
	ASSETS Totals:	0.00	43,300.47	2,487.78	0.00	45,788.25
Fund 237 ASSETS	Fund 235 Totals: Emergency Flood Relief	0.00	43,300.47	2,487.78	0.00	45,788.25
Dept 10 237-10-15-00-00	Cash Clearing House	0.00	173,938.90	900.96	0.00	174,839.86
	ASSETS Totals:	0.00	173,938.90	900.96	0.00	174,839.86
Fund 238 ASSETS	Fund 237 Totals: Training Development Fund	0.00	173,938.90	900.96	0.00	174,839.86
Dept 10 238-10-15-00-00	Cash Clearing House	0.00	24,348.95	10,104.48	7,372.26	27,081.17
	ASSETS Totals:	0.00	24,348.95	10,104.48	7,372.26	27,081.17
Fund 240 ASSETS	Fund 238 Totals: Measure T	0.00	24,348.95	10,104.48	7,372.26	27,081.17
Dept 10 240-10-15-00-00	Cash Clearing House	0.00	2,776,486.66	1,164,485.60	0.00	3,940,972.26
	ASSETS Totals:	0.00	2,776,486.66	1,164,485.60	0.00	3,940,972.26

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 240 Totals:	0.00	2,776,486.66	1,164,485.60	0.00	3,940,972.26
Fund 241	Measure T - Class I Trails					
ASSETS						
Dept 10	Cash					
241-10-15-00-00	Clearing House	0.00	285,597.41	85,949.53	285,597.00	85,949.94
	ASSETS Totals:	0.00	285,597.41	85,949.53	285,597.00	85,949.94
	Fund 241 Totals:	0.00	285,597.41	85,949.53	285,597.00	85,949.94
Fund 277	Prop 56 Grant					
ASSETS						
Dept 10	Cash					
277-10-15-00-00	Clearing House	0.00	21,002.20	0.00	0.00	21,002.20
	ASSETS Totals:	0.00	21,002.20	0.00	0.00	21,002.20
	Fund 277 Totals:	0.00	21,002.20	0.00	0.00	21,002.20
Fund 278	BSCC Grant					
ASSETS						
Dept 10						
278-10-15-00-00	Clearing House	0.00	2,583.34	13.39	0.00	2,596.73
	ASSETS Totals:	0.00	2,583.34	13.39	0.00	2,596.73
	Fund 278 Totals:	0.00	2,583.34	13.39	0.00	2,596.73
Fund 279	Asset Forfeit					
ASSETS						
Dept 10	Cash					
279-10-15-00-00	Clearing House	0.00	50,193.23	257.38	599.65	49,850.96
	ASSETS Totals:	0.00	50,193.23	257.38	599.65	49,850.96
	Fund 279 Totals:	0.00	50,193.23	257.38	599.65	49,850.96
Fund 280	Teen Center Recreation Dept					
ASSETS						
Dept 10	Cash					
280-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00

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Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 280 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 283 ASSETS Dept 10 283-10-15-00-00	Tree City USA					
	Cash					
	Clearing House	0.00	131,666.36	0.00	131,666.36	0.00
	ASSETS Totals:	0.00	131,666.36	0.00	131,666.36	0.00
	Fund 283 Totals:	0.00	131,666.36	0.00	131,666.36	0.00
Fund 286 ASSETS Dept 10 286-10-15-00-00	Bocce Ball					
	Cash					
	Clearing House	0.00	63,884.81	35,619.73	40,597.65	58,906.89
	ASSETS Totals:	0.00	63,884.81	35,619.73	40,597.65	58,906.89
	Fund 286 Totals:	0.00	63,884.81	35,619.73	40,597.65	58,906.89
Fund 287 ASSETS Dept 10 287-10-15-00-00	Harvest Festival					
	Cash					
	Clearing House	0.00	9,953.38	650.00	17,217.24	-6,613.86
	ASSETS Totals:	0.00	9,953.38	650.00	17,217.24	-6,613.86
	Fund 287 Totals:	0.00	9,953.38	650.00	17,217.24	-6,613.86
Fund 288 ASSETS Dept 10 288-10-15-00-00	Fourth of July					
	Cash					
	Clearing House	0.00	23,202.09	40,000.00	14,328.83	48,873.26
	ASSETS Totals:	0.00	23,202.09	40,000.00	14,328.83	48,873.26
	Fund 288 Totals:	0.00	23,202.09	40,000.00	14,328.83	48,873.26

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 289	Recreation Program					
ASSETS						
Dept 10	Cash					
289-10-15-00-00	Clearing House	0.00	36,049.74	1,620.69	38,265.82	-595.39
	ASSETS Totals:	0.00	36,049.74	1,620.69	38,265.82	-595.39
	Fund 289 Totals:	0.00	36,049.74	1,620.69	38,265.82	-595.39
Fund 290	Tourism Improvement District					
ASSETS						
Dept 10	Cash					
290-10-15-00-00	Clearing House	0.00	190,480.38	605,470.25	655,743.85	140,206.78
	ASSETS Totals:	0.00	190,480.38	605,470.25	655,743.85	140,206.78
	Fund 290 Totals:	0.00	190,480.38	605,470.25	655,743.85	140,206.78
Fund 291	SB-1186 State Fees					
ASSETS						
Dept 10	Cash					
291-10-15-00-00	Clearing House	0.00	23,264.95	6,311.24	1,103.80	28,472.39
	ASSETS Totals:	0.00	23,264.95	6,311.24	1,103.80	28,472.39
	Fund 291 Totals:	0.00	23,264.95	6,311.24	1,103.80	28,472.39
Fund 295	N.O.A.A.					
ASSETS						
Dept 10	Cash					
295-10-15-00-00	Clearing House	0.00	2,704.20	14.01	0.00	2,718.21
	ASSETS Totals:	0.00	2,704.20	14.01	0.00	2,718.21
	Fund 295 Totals:	0.00	2,704.20	14.01	0.00	2,718.21
Fund 329	Stabo Trust					
ASSETS						
Dept 10	Cash					
329-10-15-00-00	Clearing House	0.00	37,240.93	192.90	0.00	37,433.83

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	37,240.93	192.90	0.00	37,433.83
	Fund 329 Totals:	0.00	37,240.93	192.90	0.00	37,433.83
Fund 375	Murray Ex Trust					
ASSETS						
Dept 10	Cash					
375-10-15-00-00	Clearing House	0.00	17,950.19	2,200.86	0.00	20,151.05
	ASSETS Totals:	0.00	17,950.19	2,200.86	0.00	20,151.05
	Fund 375 Totals:	0.00	17,950.19	2,200.86	0.00	20,151.05
Fund 380	Friends and Foundation					
ASSETS						
Dept 10	Cash					
380-10-15-00-00	Clearing House	0.00	57,657.60	140,000.00	135,355.11	62,302.49
	ASSETS Totals:	0.00	57,657.60	140,000.00	135,355.11	62,302.49
	Fund 380 Totals:	0.00	57,657.60	140,000.00	135,355.11	62,302.49
Fund 381	Ryan Library Trust					
ASSETS						
Dept 10	Cash					
381-10-15-00-00	Clearing House	0.00	-3,490.03	453.04	0.00	-3,036.99
	ASSETS Totals:	0.00	-3,490.03	453.04	0.00	-3,036.99
	Fund 381 Totals:	0.00	-3,490.03	453.04	0.00	-3,036.99
Fund 382	Martin Estate Trust					
ASSETS						
Dept 10	Cash					
382-10-15-00-00	Clearing House	0.00	3,952.55	530.03	800.00	3,682.58
	ASSETS Totals:	0.00	3,952.55	530.03	800.00	3,682.58
	Fund 382 Totals:	0.00	3,952.55	530.03	800.00	3,682.58
Fund 384	Tweed Trust					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10 384-10-15-00-00	Cash Clearing House	0.00	802,710.18	4,026.01	36,782.26	769,953.93
	ASSETS Totals:	0.00	802,710.18	4,026.01	36,782.26	769,953.93
Fund 420 ASSETS Dept 10 420-10-15-00-00	Fund 384 Totals: 1996 GO Bonds Cash Clearing House	0.00	802,710.18	4,026.01	36,782.26	769,953.93
	ASSETS Totals:	0.00	12,360.78	479.13	0.00	12,839.91
	Fund 420 Totals: So St Helena Drainage Assessmt	0.00	12,360.78	479.13	0.00	12,839.91
Fund 443 ASSETS Dept 10 443-10-15-00-00	Cash Clearing House	0.00	30,052.46	155.67	0.00	30,208.13
	ASSETS Totals:	0.00	30,052.46	155.67	0.00	30,208.13
	Fund 443 Totals: Water Enterprise	0.00	30,052.46	155.67	0.00	30,208.13
Fund 561 ASSETS Dept 10 561-10-15-00-00	Cash Clearing House	0.00	9,414,648.10	5,844,221.71	7,451,026.60	7,807,843.21
	ASSETS Totals:	0.00	9,414,648.10	5,844,221.71	7,451,026.60	7,807,843.21
	Fund 561 Totals: 1977 Water Bond	0.00	9,414,648.10	5,844,221.71	7,451,026.60	7,807,843.21
Fund 562 ASSETS Dept 10 562-10-15-00-00	Cash Clearing House	0.00	60,229.55	0.00	0.00	60,229.55
	ASSETS Totals:	0.00	60,229.55	0.00	0.00	60,229.55

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 562 Totals:	0.00	60,229.55	0.00	0.00	60,229.55
Fund 571	Sewer Enterprise					
ASSETS						
Dept 10	Cash					
571-10-15-00-00	Clearing House	0.00	4,013,078.58	7,022,456.85	3,432,608.39	7,602,927.04
	ASSETS Totals:	0.00	4,013,078.58	7,022,456.85	3,432,608.39	7,602,927.04
	Fund 571 Totals:	0.00	4,013,078.58	7,022,456.85	3,432,608.39	7,602,927.04
Fund 572	Wastewater Bond					
ASSETS						
Dept 10	Cash					
572-10-15-00-00	Clearing House	0.00	25,418.37	0.00	0.00	25,418.37
	ASSETS Totals:	0.00	25,418.37	0.00	0.00	25,418.37
	Fund 572 Totals:	0.00	25,418.37	0.00	0.00	25,418.37
Fund 581	Insurance Benefit Fund					
ASSETS						
Dept 10	Cash					
581-10-15-00-00	Clearing House	0.00	92,798.25	0.00	16,300.22	76,498.03
	ASSETS Totals:	0.00	92,798.25	0.00	16,300.22	76,498.03
	Fund 581 Totals:	0.00	92,798.25	0.00	16,300.22	76,498.03
Fund 582	Internal Service Garage Fund					
ASSETS						
Dept 10	Cash					
582-10-15-00-00	Clearing House	0.00	-18,381.93	321,216.63	383,012.24	-80,177.54
	ASSETS Totals:	0.00	-18,381.93	321,216.63	383,012.24	-80,177.54
	Fund 582 Totals:	0.00	-18,381.93	321,216.63	383,012.24	-80,177.54
Fund 592	Equipment Replacement Fund					
ASSETS						
Dept 10	Cash					
592-10-15-00-00	Clearing House	0.00	268,925.38	462,628.71	272,100.10	459,453.99

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Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 593 ASSETS Dept 10 593-10-15-00-00	ASSETS Totals:	0.00	268,925.38	462,628.71	272,100.10	459,453.99
	Fund 592 Totals:	0.00	268,925.38	462,628.71	272,100.10	459,453.99
	Fire Equipment Replacement					
	Cash					
	Clearing House	0.00	148,438.34	10,923.65	0.00	159,361.99
Fund 700 ASSETS Dept 10 700-10-15-00-00	ASSETS Totals:	0.00	148,438.34	10,923.65	0.00	159,361.99
	Fund 593 Totals:	0.00	148,438.34	10,923.65	0.00	159,361.99
	Flood Control Capital					
	Clearing House	0.00	193,221.70	239,028.00	2,945.00	429,304.70
Fund 713 ASSETS Dept 10 713-10-15-00-00	ASSETS Totals:	0.00	193,221.70	239,028.00	2,945.00	429,304.70
	Fund 700 Totals:	0.00	193,221.70	239,028.00	2,945.00	429,304.70
	Civic Impact					
	Cash					
	Clearing House	0.00	761,863.86	63,388.95	2,278.72	822,974.09
Fund 733 ASSETS Dept 10 733-10-15-00-00	ASSETS Totals:	0.00	761,863.86	63,388.95	2,278.72	822,974.09
	Fund 713 Totals:	0.00	761,863.86	63,388.95	2,278.72	822,974.09
	Capital Project Planning					
	Cash					
	Clearing House	0.00	444,611.07	40,750.00	106,052.69	379,308.38
	ASSETS Totals:	0.00	444,611.07	40,750.00	106,052.69	379,308.38
	Fund 733 Totals:	0.00	444,611.07	40,750.00	106,052.69	379,308.38

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 734 ASSETS Dept 10 734-10-15-00-00	Park Impact Cash Clearing House	 0.00	 1,087,884.79	 215,575.97	 0.00	 1,303,460.76
	ASSETS Totals:	0.00	1,087,884.79	215,575.97	0.00	1,303,460.76
	Fund 734 Totals:	0.00	1,087,884.79	215,575.97	0.00	1,303,460.76
Fund 740 ASSETS Dept 10 740-10-15-00-00	Traffic Mitigation Impact Cash Clearing House	 0.00	 2,758,849.67	 70,957.30	 263.86	 2,829,543.11
	ASSETS Totals:	0.00	2,758,849.67	70,957.30	263.86	2,829,543.11
	Fund 740 Totals:	0.00	2,758,849.67	70,957.30	263.86	2,829,543.11
Fund 741 ASSETS Dept 10 741-10-15-00-00	Street Capital Improvement Cash Clearing House	 0.00	 557,345.51	 449,611.85	 1,307,944.10	 -300,986.74
	ASSETS Totals:	0.00	557,345.51	449,611.85	1,307,944.10	-300,986.74
	Fund 741 Totals:	0.00	557,345.51	449,611.85	1,307,944.10	-300,986.74
Fund 742 ASSETS Dept 10 742-10-15-00-00	Storm Drain Improvement Cash Clearing House	 0.00	 713,849.47	 34,492.80	 263.85	 748,078.42
	ASSETS Totals:	0.00	713,849.47	34,492.80	263.85	748,078.42
	Fund 742 Totals:	0.00	713,849.47	34,492.80	263.85	748,078.42
Fund 743 ASSETS Dept 10 743-10-15-00-00	TDA Grant Clearing House	 0.00	 0.00	 0.00	 0.00	 0.00

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Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 743 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 744	Housing Impact					
ASSETS						
Dept 10	Cash					
744-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 744 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 745	Parking In-Lieu					
ASSETS						
Dept 10	Cash					
745-10-15-00-00	Clearing House	0.00	653,014.32	3,382.43	0.00	656,396.75
	ASSETS Totals:	0.00	653,014.32	3,382.43	0.00	656,396.75
	Fund 745 Totals:	0.00	653,014.32	3,382.43	0.00	656,396.75
Fund 751	Affordable Housing					
ASSETS						
Dept 10	Cash					
751-10-15-00-00	Clearing House	0.00	370,464.28	245,561.84	64,531.65	551,494.47
	ASSETS Totals:	0.00	370,464.28	245,561.84	64,531.65	551,494.47
	Fund 751 Totals:	0.00	370,464.28	245,561.84	64,531.65	551,494.47
Fund 752						
ASSETS						
Dept 10						
752-10-15-00-00	Clearing House	0.00	587,872.57	322,351.39	423.47	909,800.49
	ASSETS Totals:	0.00	587,872.57	322,351.39	423.47	909,800.49
	Fund 752 Totals:	0.00	587,872.57	322,351.39	423.47	909,800.49
Fund 763	Water Capital Project					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10 763-10-15-00-00	Cash Clearing House	0.00	-1,347,422.42	2,235.08	104,278.51	-1,449,465.85
	ASSETS Totals:	0.00	-1,347,422.42	2,235.08	104,278.51	-1,449,465.85
Fund 764 ASSETS	Fund 763 Totals: Water Impact	0.00	-1,347,422.42	2,235.08	104,278.51	-1,449,465.85
Dept 10 764-10-15-00-00	Cash Clearing House	0.00	383,665.58	34,658.07	263.83	418,059.82
	ASSETS Totals:	0.00	383,665.58	34,658.07	263.83	418,059.82
Fund 773 ASSETS	Fund 764 Totals: Sewer Capital	0.00	383,665.58	34,658.07	263.83	418,059.82
Dept 10 773-10-15-00-00	Cash Clearing House	0.00	-2,613,973.18	225,720.00	7,654,112.04	-10,042,365.22
	ASSETS Totals:	0.00	-2,613,973.18	225,720.00	7,654,112.04	-10,042,365.22
Fund 774 ASSETS	Fund 773 Totals: Sewer Impact	0.00	-2,613,973.18	225,720.00	7,654,112.04	-10,042,365.22
Dept 10 774-10-15-00-00	Cash Clearing House	0.00	658,773.78	10,927.01	263.83	669,436.96
	ASSETS Totals:	0.00	658,773.78	10,927.01	263.83	669,436.96
Fund 890 ASSETS	Fund 774 Totals: General Fixed Assets	0.00	658,773.78	10,927.01	263.83	669,436.96
Dept 10 890-10-15-00-00	Cash Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 890 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 898	General Long Term Debt					
ASSETS						
Dept 10	Cash					
898-10-15-00-00	Clearing House	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 898 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 999	Clearing Account					
ASSETS						
Dept 10	Cash					
999-10-15-00-00	Clearing House	0.00	-38,912,397.87	41,757,988.10	37,762,857.97	-34,917,267.74
	ASSETS Totals:	0.00	-38,912,397.87	41,757,988.10	37,762,857.97	-34,917,267.74
	Fund 999 Totals:	0.00	-38,912,397.87	41,757,988.10	37,762,857.97	-34,917,267.74
	Report Totals:	0.00	0.58	84,635,168.60	84,635,168.90	0.28

ATTACHMENT 3

General Fund Revenues

Account	Description	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Adjusted 2022	Final 2022	Adopted 2023	Adjusted 2023	Q4 Unaudited FY 2023	% Collected Q4 2023
Property Taxes											
101-30-10-00-00	Property Tax-Secured	3,616,167	3,940,490	4,109,646	4,491,375	4,398,942	4,557,240	4,574,900	4,732,978	4,762,539	
101-30-11-00-00	ERAF Shift to State	200,292	342,386	309,857	465,733	443,774	496,468	230,000	538,695	577,641	
101-30-20-00-00	Property Tax-Unsecured	121,534	125,292	127,427	22,927	161,261	145,360	167,711	154,029	138,795	
101-30-30-00-00	Prior Year Property Tax	1,160	1,035	964	4,323	1,588	9,361	1,642	1,642	-	
101-30-90-00-00	Real Property Transfer Tax	82,829	83,805	67,964	171,689	88,000	154,175	110,000	110,000	125,332	
101-32-05-00-00	In Lieu VLF	681,160	726,626	776,392	810,122	777,628	841,911	808,733	891,533	897,205	
101-32-20-00-00	Homeowner Property Tax	15,352	15,555	15,260	12,492	17,739	14,983	18,342	14,534	14,803	
Property Taxes		4,718,495	5,235,189	5,407,511	5,978,661	5,888,932	6,219,497	5,911,328	6,443,411	6,516,315	101%
Sales Tax											
101-30-40-00-00	Retail Sales/Use Tax	2,950,480	3,159,579	2,822,979	2,945,506	3,058,400	3,620,282	3,822,848	3,822,848	3,285,526	
101-30-42-00-00	Public Safety Sales Tax	71,117	61,687	66,742	69,493	71,800	76,783	80,300	80,300	82,610	
101-30-43-00-00	Sales Tax In Lieu	-	-	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	1,726,923	1,743,519	1,650,599	1,723,186	1,799,000	2,232,251	2,315,000	2,315,000	1,915,775	
Sales Tax		4,748,520	4,964,784	4,540,321	4,738,185	4,929,200	5,929,316	6,218,148	6,218,148	5,283,911	85%
Transient Occupancy Taxes											
101-30-50-00-00	Transient Occupancy Tax	2,841,607	3,296,741	2,470,808	1,558,565	3,566,991	4,432,707	3,428,611	3,673,611	4,070,799	
101-30-51-00-00	Transient Tax Penalty	21,973	64,084	11,154	15,689	9,036	10,463	9,036	9,036	14,450	
Transient Occupancy Taxes		2,863,580	3,360,825	2,481,962	1,574,254	3,576,027	4,443,170	3,437,647	3,682,647	4,085,250	111%
Other Taxes											
101-30-60-00-00	Franchise Tax	215,346	209,872	215,623	210,659	212,930	278,659	335,468	335,468	196,643	
Other Taxes		215,346	209,872	215,623	210,659	212,930	278,659	335,468	335,468	196,643	59%
Charges for Service											
101-30-61-00-00	Comcast PFG Access Fees	23,133	22,698	22,528	21,994	22,500	23,195	22,500	22,500	17,221	
101-30-75-00-00	Fire Inspection Fees	605	1,100	-	1,375	-	-	-	-	-	
101-31-21-00-00	Building Inspection Fees	-	-	-	-	-	-	-	-	-	
101-31-22-00-00	Building Admin Fees	-	-	-	-	-	-	-	-	-	
101-31-23-00-00	Other Fire Fees	8	2,850	-	2,850	-	5,350	-	-	-	
101-33-10-00-00	Planning Fees	(5,703)	-	-	-	-	-	-	-	-	
101-33-30-00-00	Sales Of Maps/Publications	163	210	59	108	150	11	150	150	-	
101-33-50-00-00	Police Services	24,457	33,439	19,168	7,002	30,000	53,212	30,000	30,000	20,617	
101-33-60-00-00	Administrative Fees	7,515	-	-	-	-	75	-	-	-	
101-33-70-00-00	Planning Fees	16,508	(53,936)	-	6,000	-	-	-	-	-	
101-33-80-00-00	Engineering Fees	7,710	1,800	675	-	-	75	-	-	-	
Charges for Service		74,395	8,161	42,430	39,329	52,650	81,917	52,650	52,650	37,838	72%
Fines and Forfeits											
101-31-40-00-00	Vehicle Code Fines	29,160	28,136	22,446	24,974	27,583	68,562	28,000	28,000	39,538	
101-31-50-00-00	Other Police Fines	40,613	36,260	24,821	8,917	28,279	26,483	25,000	25,000	19,873	
101-31-55-00-00	A/R Late Penalty	4,427	3,959	215	144	500	276	500	500	2,002	
101-33-63-00-00	Civil Penalties	106,778	149,264	92,700	-	45,000	-	45,000	45,000	-	
101-34-20-00-00	Library Fines & Fees	6,032	4,087	86	-	-	-	-	-	-	
Fines and Forfeits		187,010	221,705	140,267	34,035	101,362	95,321	98,500	98,500	61,413	62%
Licenses and Permits											
101-30-70-00-00	Application & Permit Fees	10,915	5,475	4,250	3,375	5,500	1,375	2,000	2,000	11,575	
101-30-80-00-00	Business License	152,551	156,715	155,021	149,069	154,896	112,534	100,000	100,000	189,072	
101-30-81-00-00	Business License Penalty	756	1,555	798	619	1,332	129	1,000	1,000	347	
101-31-20-00-00	Building Permits	492,301	482,404	552,044	587,287	450,281	504,179	500,000	500,000	491,410	
101-33-15-00-00	Short Term Rental Permit	31,500	15,750	31,500	20,250	27,500	33,750	35,000	35,000	18,000	
101-33-74-00-00	Planning App & Permit Fees	235,830	180,329	85,429	111,100	75,000	78,838	75,000	75,000	131,265	
101-33-84-00-00	Public Works App & Permit Fees	38,500	39,300	41,175	54,300	37,132	58,350	38,000	38,000	62,975	
101-33-86-00-00	Well Permit Fee	1,300	2,600	2,600	-	1,300	1,300	1,300	1,300	650	
Licenses and Permits		963,653	884,127	872,817	926,000	752,941	790,456	752,300	752,300	905,293	120%
Development Fees											
101-33-81-00-00	Public Works Land & Dev Fees	20,325	25,600	19,360	20,800	20,325	13,600	10,000	10,000	7,200	
Development Fees		20,325	25,600	19,360	20,800	20,325	13,600	10,000	10,000	7,200	72%
Intergovernmental											
101-32-10-00-00	Motor Vehicle In-Lieu	(3,176)	2,937	-	-	3,255	-	-	-	-	
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	48,855	48,855	48,855	48,855	48,855	
101-32-80-00-00	Emergency Relief	301,210	269,490	120,930	952,591	-	652,059	-	-	43,651	
101-34-61-49-00	Contrib from Gov - Police	-	9,221	8,484	-	20,000	8,660	-	-	-	
101-34-71-00-00	Reimb State Mandated Costs	7,965	4,538	1,647	5,489	2,040	-	5,000	5,000	2,240	
101-34-73-00-00	Other State Revenue	7	18	1,355	13	-	-	-	-	-	
101-34-75-00-00	Restitution	9,775	181,227	200	26	-	-	-	-	-	
101-36-80-00-00	Library Abatement	4,842	3,877	3,302	5,522	3,746	3,652	3,750	3,750	5,051	
101-38-70-00-00	Allocation from Other Agency	-	1,948	-	-	-	-	-	-	-	
Intergovernmental		369,478	522,112	184,773	1,012,496	77,896	713,226	57,605	57,605	99,798	173%

General Fund Revenues

Account	Description	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Adjusted 2022	Final 2022	Adopted 2023	Adjusted 2023	Q4 Unaudited FY 2023	% Collected Q4 2023
Interest and Rents											
101-31-70-00-00	Investment Earnings	(41,299)	262,296	215,290	(97,343)	70,000	(329,259)	50,000	50,000	79,923	
101-34-76-00-00	Cash Overage/Shortage	(0)	22	61	-	-	90	-	-	(31)	
101-31-75-00-00	Interest Income	4,834	(93)	-	-	-	133	-	-	317	
101-36-10-00-00	Rental Income	214,450	153,805	89,101	79,904	73,868	97,272	13,260	13,260	108,758	
101-36-12-00-00	Rec Programs Facility Rental	-	865	-	-	-	-	-	-	-	
101-36-11-00-00	Tennis Court Rentals	1,425	1,225	750	-	1,425	225	500	500	14,568	
Interest and Rents		179,410	418,120	305,202	(17,438)	145,293	(231,539)	63,760	63,760	203,535	319%
Miscellaneous											
101-33-20-00-00	Legal Cost Recovery	10,683	32,726	-	-	10,000	-	-	-	-	
101-33-21-00-00	Storm Drain Cost Recovery	-	-	-	-	-	-	-	-	-	
101-33-40-00-00	Other Filing/Certification Fee	163	-	200	-	165	-	-	-	-	
101-34-22-00-00	Library Copies	3,277	2,946	1,585	-	3,030	1,504	1,000	1,000	2,146	
101-34-23-00-00	Library Lost Material	313	617	500	-	500	382	300	300	298	
101-34-24-00-00	Library Room Rental	110	305	150	-	354	-	-	-	38	
101-34-31-00-00	Donations	-	-	300	-	-	1,000	-	-	-	
101-34-31-48-00	Donations - Fire Department	-	-	-	4,000	-	-	-	-	6,200	
101-34-31-49-00	Donations - Police Department	-	-	-	1,500	-	-	-	-	2,576	
101-34-51-00-00	Sale of Capital Assets	18,137	1,155	3,795	633	-	6,687	-	-	-	
101-34-60-00-00	Contributions from non-govt	87,500	-	-	-	-	-	-	-	-	
101-34-61-00-00	Contributions from Government	-	-	-	1,058,502	729,864	729,864	105,010	105,010	-	
101-34-61-46-00	Contributions from Gov - Library	5,883	-	2,000	500	-	1,000	-	-	-	
101-34-70-00-00	Other Revenue	25,166	123,934	41,033	39,123	55,000	99,540	55,000	55,000	31,912	
101-34-70-22-47	Other Revenue - Jingle	-	-	4,389	-	-	-	-	-	-	
101-34-70-47-00	Other Revenue - Recreation	-	-	-	123,996	120,000	186,522	120,000	120,000	188,160	
101-34-70-47-01	Other Revenue	-	-	-	-	20,000	-	-	-	-	
101-34-74-00-00	Insurance Refund	-	-	1,244	-	-	-	-	-	-	
101-39-98-00-00	Operating Transfers In	3,574	15,319	5,367	834,123	1,972	4,486	172,715	172,715	172,715	
Miscellaneous		174,805	182,495	60,562	2,062,376	940,885	1,030,985	454,025	454,025	404,044	89%
TOTALS		14,515,018	16,032,990	14,270,828	16,579,356	16,698,441	19,364,608	17,391,431	18,168,514	17,801,239	98%

ATTACHMENT 4



General Ledger Quarterly Budget Report GF Expenses

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Period 01 - 13
Fiscal Year 2023

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	3,896,516.00	828,558.75	5,601,915.37	4,553,646.96	219,709.66	3.92
Council	392,708.00	28,435.74	421,143.74	294,351.64	98,356.36	23.35
Administration	924,603.00	64,315.59	1,074,737.77	873,462.06	136,960.12	12.74
Finance	1,081,673.00	182,593.13	1,223,410.58	759,950.18	280,867.27	22.96
Attorney	386,000.00	0.00	386,000.00	335,310.28	50,689.72	13.13
PlanningBuilding	1,112,778.00	119,469.12	1,330,776.99	1,162,699.01	48,608.86	3.65
Library	934,708.00	26,861.84	954,708.00	915,433.98	12,412.18	1.30
Parks & Recreation	901,774.00	0.00	856,774.00	742,633.19	114,140.81	13.32
Fire	2,059,312.00	5,131.01	2,068,443.01	2,426,078.21	-362,766.21	-17.54
Police	3,639,929.32	0.00	3,880,929.32	3,901,177.87	-20,248.55	-0.52
Public Works	3,316,359.00	427,394.69	4,793,969.36	2,615,419.25	1,751,155.42	36.53
Grand Total	18,646,360.32	1,682,759.87	22,592,808.14	18,580,162.63	2,329,885.64	0.1031

ATTACHMENT 5

General Ledger Quarterly Budget Report Water Revenues



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Period 01 - 13
Fiscal Year 2023

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise					
561-38-10-00-00	Water Revenue	-1,500.00	0.00	-1,500.00	-422.10	-1,077.90
561-38-10-00-01	Residential-Inside CL	-3,170,034.00	0.00	-3,170,034.00	-2,741,831.72	-428,202.28
561-38-10-00-50	Residential-Outside CL	-304,462.00	0.00	-304,462.00	-278,519.31	-25,942.69
561-38-10-01-00	Multi-Dwelling-Inside CL	-708,392.00	0.00	-708,392.00	-670,945.83	-37,446.17
561-38-10-01-50	Multi Dwelling-Outside CL	-4,882.00	0.00	-4,882.00	-4,384.04	-497.96
561-38-10-10-00	General Commercial-Inside CL	-2,150,624.00	0.00	-2,150,624.00	-1,908,572.34	-242,051.66
561-38-10-17-00	Landscape Meter	-160,385.00	0.00	-160,385.00	-136,072.32	-24,312.68
561-38-10-99-10	Fire Service-Inside CL	-51,497.00	0.00	-51,497.00	-47,441.80	-4,055.20
561-38-10-99-20	Fire Service-Outside CL	-12,161.00	0.00	-12,161.00	-11,092.20	-1,068.80
561-38-10-99-50	Finance Charges	-18,000.00	0.00	-18,000.00	-88,252.19	70,252.19
10	SB2 Planning Grant	-6,581,937.00	0.00	-6,581,937.00	-5,887,533.85	-694,403.15
561-38-60-00-00	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-6,822.11	1,322.11
60	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-6,822.11	1,322.11
561-31-70-00-00	Investment Earnings	-54,753.00	0.00	-54,753.00	-36,271.30	-18,481.70
561-34-70-00-00	Other Revenue	-8,500.00	0.00	-8,500.00	-2,296.65	-6,203.35
561-38-70-00-00	CARE Subsidy	27,000.00	0.00	27,000.00	30,006.16	-3,006.16
70	CARE Subsidy	-36,253.00	0.00	-36,253.00	-8,561.79	-27,691.21
561-34-71-00-00	Water Emergency Penalties	0.00	0.00	0.00	1,061,155.05	-1,061,155.05
71	Water Emergency Penalties	0.00	0.00	0.00	1,061,155.05	-1,061,155.05
561-33-80-00-00	Engineering Fees	-1,000.00	0.00	-1,000.00	0.00	-1,000.00
80	Engineering Fees	-1,000.00	0.00	-1,000.00	0.00	-1,000.00
561-33-83-00-00	Raw Water Permit Fees	-1,000.00	0.00	-1,000.00	-450.00	-550.00
83	Raw Water Permit	-1,000.00	0.00	-1,000.00	-450.00	-550.00

GL - Quarterly Budget Report Water Revenues (08/16/2023 - 01:33 PM)

Page 1

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
561-33-85-00-00	Fees Water Conservation Fines	0.00	0.00	0.00	100.00	-100.00
85	Water Conservation Fines	0.00	0.00	0.00	100.00	-100.00
561-33-87-00-00	Backflow Testing & Insp Fees	-150.00	0.00	-150.00	0.00	-150.00
87	Backflow Testing & Insp Fees	-150.00	0.00	-150.00	0.00	-150.00
Grand Total		<u>-6,625,840.00</u>	<u>0.00</u>	<u>-6,625,840.00</u>	<u>-4,842,112.70</u>	<u>-1,783,727.30</u>

ATTACHMENT 6

General Ledger Quarterly Budget Report Water Expenditures



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Period 01 - 13
Fiscal Year 2023

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,210,312.00	43,000.00	1,281,348.00	830,657.82	407,690.18	31.82
Council	21,927.00	0.00	21,927.00	17,474.37	4,452.63	20.31
Administration	299,603.00	7,254.49	305,241.84	257,005.66	40,981.69	13.43
Finance	593,299.00	49,889.83	745,826.18	519,292.01	176,644.34	23.68
Attorney	159,500.00	0.00	159,500.00	84,017.84	75,482.16	47.32
Public Works	4,341,199.00	435,128.73	6,113,757.13	4,693,165.60	985,462.80	16.12
Grand Total	6,625,840.00	535,273.05	8,627,600.15	6,401,613.30	1,690,713.80	0.196

ATTACHMENT 7



General Ledger Quarterly Budget Report WW Revenues

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Period 01 - 13
Fiscal Year 2023

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	-50,392.00	-50,392.00	-2,839.13	-47,552.87
31	SEWER ENTER. INVESTMENT EARNIN	-50,392.00	-50,392.00	-2,839.13	-47,552.87
571-34-70-00-00	Other Revenue	-9,600.00	-9,600.00	-9,600.00	0.00
571-34-80-00-00	Annexation Fees	-2,600.00	-2,600.00	-4,000.00	1,400.00
34	SEWER ENTER. OTHER REVENUE	-12,200.00	-12,200.00	-13,600.00	1,400.00
571-35-00-00-00	Residential	-1,503,230.00	-1,503,230.00	-1,521,156.11	17,926.11
571-35-00-01-00	Multiple Dwelling	-267,757.00	-267,757.00	-235,172.56	-32,584.44
571-35-00-03-00	Laundromat	-17,485.00	-17,485.00	-15,394.86	-2,090.14
571-35-00-10-00	General Commercial	-1,213,885.00	-1,213,885.00	-1,249,389.84	35,504.84
571-35-00-11-00	Restaurants	-106,155.00	-106,155.00	-99,103.50	-7,051.50
571-35-00-12-00	Service Station	-3,216.00	-3,216.00	-2,238.72	-977.28
571-35-00-14-00	Motels-No Food Service	-141,570.00	-141,570.00	-131,587.82	-9,982.18
571-35-00-15-00	Supermarkets	-13,581.00	-13,581.00	-12,761.94	-819.06
571-35-00-18-00	Mixed Retial-Plus Food Service	-17,370.00	-17,370.00	-16,741.80	-628.20
571-35-00-20-00	Industrial	-22,276.00	-22,276.00	-21,850.00	-426.00
571-35-00-30-00	Libraries & Schools	-23,689.00	-23,689.00	-22,672.92	-1,016.08
571-35-00-60-60	Car Wash	-2,057.00	-2,057.00	-1,501.54	-555.46
35	SEWER ENTER. SEWER-RESIDENTIAL	-3,332,271.00	-3,332,271.00	-3,329,571.61	-2,699.39
571-38-10-99-50	Finance Charges	-9,500.00	-9,500.00	-20,050.76	10,550.76
571-38-65-00-00	Sewer Connection Fee	-1,300.00	-1,300.00	-2,600.00	1,300.00
571-38-70-00-00	CARE Subsidy	20,100.00	20,100.00	20,695.44	-595.44
38	Dept	9,300.00	9,300.00	-1,955.32	11,255.32
571	Sewer Enterprise	-3,385,563.00	-3,385,563.00	-3,347,966.06	-37,596.94
Grand Total		<u>-3,385,563.00</u>	<u>-3,385,563.00</u>	<u>-3,347,966.06</u>	<u>-37,596.94</u>

ATTACHMENT 8



General Ledger Quarterly Budget Report Wastewater Expenditures

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Period 01 - 13
Fiscal Year 2023

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	495,689.00	43,000.00	624,689.00	199,998.39	381,690.61	61.10
Council	21,927.00	0.00	21,927.00	17,473.71	4,453.29	20.31
Administration	202,115.00	5,125.57	206,028.89	182,712.33	18,190.99	8.83
Finance	456,929.00	43,794.87	606,937.54	444,813.57	118,329.10	19.50
Attorney	26,500.00	0.00	46,500.00	19,240.28	27,259.72	58.62
Public Works	2,182,403.00	276,552.89	3,143,725.87	1,918,795.23	948,377.75	30.17
Grand Total	3,385,563.00	368,473.33	4,649,808.30	2,783,033.51	1,498,301.46	0.3222



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 22, 2023
FROM:	Martin Beltran, Senior Management Analyst
SUBJECT:	Quarterly Grant Report for FY 2023 Q4, for the period ending June 30, 2023
RECOMMENDED ACTION:	Receive and file report.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To report grant activity for the period of April 1st through June 30th 2023.
FINANCIAL IMPACT:	There is no fiscal impact associated with this report.

BACKGROUND:

This report covers grant activity for the 4th Quarter of Fiscal Year (FY) 2023.

DISCUSSION:

New Awarded Grant Applications in FY 2023 4th Quarter

The City of St. Helena received two new grant awards during 4th Quarter of Fiscal Year 2023.

Agency	Project	Award
CDBG - Sewer Lateral Replacement Project	Sewer Lateral Replacement Project associated with Downtown Streetscape	\$500,000
Dept of California Highway Patrol - CTFGP Grant	Cannabis Tax Fund Grant Program (CTFGP)	\$146,419

CDBG: Economic Development - Sewer Lateral Replacement Project - Sewer Lateral Replacement Project associated with Downtown Streetscape. This funding for a new activity and capital improvement will support the repair and/or replacement of private business owner's sewer laterals in the downtown corridor of St. Helena.

Department of California Highway Patrol: Cannabis Tax Fund Grant Program (CTFGP) - Funds will be used for advanced driving impairment training, advanced narcotic influence and detection training, a designated Drug Recognition Expert (DRE) officer, DUI support equipment, and have the ability to create a community education and outreach program.

Applications Pending

The City currently has 4 applications pending.

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

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

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

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

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

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$7.1 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CalOES - HMGP: Wastewater Treatment Plant Backup Power	Wastewater Treatment Plant Emergency Backup Power	\$728,438		0.0%	On 5/11/23 three bids were received and contract was awarded on 7/25/23. City is working with CalOES a budget revision for additional grant funding.
CDBG - Public Services	Community Wellness and Mental Health Program	\$498,281		0.0%	Aldea and City staff met with HCD representatives to kick-off the program.
CDBG - Economic Development	Business Assistance Program	\$500,000		21.0%	One business loan was awarded and another is currently pending.
CalOES - HMGP Defensible Space/Fuel Management	Phase I - Defensible Space and Hazardous Fuels Reduction	\$122,250		62.5%	Staff and Consultant completed the tasks outlined in Phase I. The deliverables were submitted to FEMA on 6/16/23 for review and approval.
CalOES - HMGP: Emergency Backup Power	City Corporation Yard and Crinella Pump Station	\$257,380		0.0%	On 5/11/23 three bids were received and contract was awarded on 7/25/23. City is working with CalOES a

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
					budget revision for additional grant funding.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100%	The \$237,148 retention was received in December 2022. Retention was held until Conservation Easement was completed.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$144,288	\$ -	94.7%	
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$2,956	\$ -	100%	
Housing and Community Development (HCD) - SB2 Planning Grant	Updates to current zoning code in order to implement housing policies and directives identified in the General Plan and in the 2015 Housing Element.	\$160,000	\$159,990	87.5%	Project continues to progress as scheduled.
HCD - Local Early Action Planning (LEAP) Grant	Housing Element update to facilitate compliance with the 6th Regional Housing Needs Allocation (RHNA) cycle.	\$65,000	\$ -	83.7%	Project continues to progress as scheduled.
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	\$120,000	\$ -	0.0%	Project is pending design approval.
HCD - HOME	Funding to continue the Owner-	\$500,000	\$ -	0.0%	Housing Authority is

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Investment Partnership Program: Program	Occupied Rehabilitation Program.				working with applicants for project approval
CDBG-CV1 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$74,484	\$ -	100%	Reimbursement pending closeout paperwork.
CDBG-CV2 & 3 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$0.00	\$ -	0.0%	An Amendment was approved to reallocate funds from the Child Care Scholarship Program to the Utility Assistance Program.
CDBG-CV2 & 3 - Utility Assistance Program	Provide utility assistance to St. Helena Residents.	\$271,053	\$ -	21.7%	HCD approved a Revision to extend the assistance to up to six months and increase the maximum dollar amount to \$3,000 per eligible household. Staff submitted a time only extension to extend the grant deadline until 10/31/2024.
State of CA - Department of Alcoholic Beverage Control	Minor Decoy, Shoulder Tap, and IMPACT Program.	\$20,000	\$ -	1.0%	

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

Closed Out Grants

Grants	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
CalTrans/Federal - HSIP	Replacement of 125 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$70,000	\$ -	100.0%	Construction is complete. Closing out project.
CENIC on behalf of Califa	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied - Received \$4,011	\$ -	100.0%	Received discounts in December 2021 and March 2022.

Flood Projects

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

Non-Profit Grant Funding

The FY 2022/23 grant application period closed on February 18, 2022. The City received 20 applications with a total of \$290,185 in funding requests. The Council working group met on March 30, 2022 to review the applications and made funding recommendations. Funding recommendations were presented to City Council at the budget workshop meeting on May 17, 2022.

A total of 19 non-profit grant applications were approved for the FY 2022/23 grant period for a total of \$135,085. The chart below identifies the grant type, grantee, project description, award amount, and percent expended as of June 30, 2023.

Grantee	Project Description	Award Amount	Percent Expended
Cafeteria Kids Theater	Drama Summer Camps with CKT	\$1,000	100%
Cinema Napa Valley	Sunset Cinema	\$2,500	0.0%
Collabria Care	UpValley Village 2022-23	\$10,000	100%
Friends of the Cameo	Looking Up: A Pre-Independence Day Community Celebration	\$8,250	15.8%
Mentis	Mental Health Treatment Services	\$15,000	100%
Napa County Bicycle Coalition	St. Helena Safe Streets Champions	\$5,500	100%
Nimbus Arts	2022 Dia de los Muertos	\$5,000	100%
Our Town St. Helena	Pope Street Workforce Village: Phase 2 Predevelopment	\$10,000	100%
St. Helena Catholic Church	Additional Food Cards for Families in Need	\$10,000	100%
St. Helena Community Garden	St. Helena Community Garden	\$2,460	100%
St. Helena Cooperative Nursery	St. Helena Cooperative Nursery School	\$10,000	100.0%
St. Helena Farmers Market	Market Match Program	\$8,775	100%
St. Helena Fire Safe Council	St. Helena Wildfire Preparedness & Prevention Community Outreach and Education	\$7,500	0.0%
St. Helena Historical Society	Showcasing the Hispanic Settlement of the St. Helena	\$10,000	100%

Grantee	Project Description	Award Amount	Percent Expended
	Region of Napa Valley		
St. Helena Little League	SHLL Uniforms & Equipment	\$7,500	100%
St. Helena Preschool for All	St. Helena Preschool for All Scholarships	\$10,000	100%
Sustainable St. Helena	St. Helena Redwood Forest – Founders Tree	\$4,000	100%
The White Barn	The White Barn 2022-2023 Season	\$2,600	100.0%
Up Valley Family Centers	Active Kids/Ninos Activos	\$5,000	63.6%
TOTALS		\$135,085	86.1%

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

The FY 2023/24 grant application period closed on February 24, 2023. The City received 22 applications with a total of \$239,317 in funding requests. The Council working group met on March 24, 2023 to review the applications and made funding recommendations. Funding recommendations were presented to City Council at the budget workshop meeting on May 23, 2023. A total of 18 non-profit grant applications were approved for the FY 2023/24 grant period for a total of \$120,000.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	August 22, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 3 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not-to-exceed \$166,200.
RECOMMENDED ACTION:	Staff recommends City Council adopt the attached Resolution.
PREVIOUS COUNCIL ACTION:	September 13, 2022 - Approval of Amendment No. 1 December 13, 2022 - Approval of Amendment No. 2
STATEMENT OF THE PURPOSE:	The purpose is to continue services from Regional Government Services (RGS) to augment human resources support for the City of St. Helena.
FINANCIAL IMPACT:	The estimated fiscal impact of this contract amendment is \$50,000 for a not-to-exceed amount of \$166,200. Salary savings are being realized through the currently vacant position at approximately \$12,900 per month. Based on the anticipated timeframe to fill the vacancy it is estimated that the salary savings will be sufficient to offset the increased cost of the contract.

BACKGROUND:

The Human Resources Division of the Administrative Services Department is responsible for a wide range of functions, which include recruitments, managing employee relations, benefits administration, FMLA/medical leaves of absence, performance management and training, and ensuring compliance with labor laws and regulations. The Human Resources Division has experienced intermittent staffing shortages since May 2022.

On August 5, 2022, the City Manager executed a contract with Regional Government Services (RGS) for an amount not to exceed of \$25,000 to assist with some immediate needs in human resources. RGS is a JPA established in 2002 to provide organizational services to California public agencies. RGS has extensive human resources experience in California public agencies and provide a variety of human resources consulting services.

On September 13, 2022, City Council approved Resolution 2022-81 authorizing Amendment No. 1 to the agreement for an additional \$50,000, with a total contract amount not to exceed \$75,000 to continue providing services during the staffing vacancies.

On December 13, 2022, City Council approved Resolution 2022-81 authorizing Amendment No. 2 to the agreement for an additional \$41,200, with a total contract amount not to exceed \$116,200 to provide additional services related to implementation of an online human resources platform associated with recruiting and onboarding new employees.

DISCUSSION:

The City continues to face staffing shortages within the Human Resources Division and wishes to expand the scope of the Professional Services Agreement that was executed with RGS. RGS will provide immediate ongoing Human Resources Management consulting services, which include ad hoc consultation and initiation of work on identified priority projects, including but not limited to:

Provide professional human resources expertise regarding best practice to facilitate the effective and compliant administration of City's human resources policies and practices.

- Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
- Draft specific documentation relevant to resolving a range of personnel issues; facilitate meetings and coach supervisors on conducting sensitive personnel conversations.
- Draft required management communications to employees and facilitate effective interpersonal skills and relationship building.
- Develop and/or update human resources administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and personnel transactions.
- Confer with staff as requested to obtain input and/or feedback regarding policy and procedure recommendations; or to obtain information relevant to the resolution of personnel issues.

Staff is recommending an amendment to the agreement for an additional \$50,000, with a total contract amount not to exceed \$166,200.

DOCUMENTS ATTACHMENTS:

[Resolution RGS Contract Amendment](#)
[Attachment 1 - Amendment No. 3 RGS Human Resources](#)

CITY OF ST. HELENA

RESOLUTION No. 2023 -

Authorizing: (1) the City Manager to Execute Amendment No. 3 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$166,200.

RECITALS

- A. The Human Resources Division of the Administrative Services Department is responsible for a wide range of functions, which include recruiting for vacant positions and onboarding new employees; and
- B. The City currently has one approved vacant position in the Human Resources Division; and
- C. The City contracted with Regional Government Services (RGS) to provide temporary assistance with human resources management and RGS has demonstrated they have the necessary skills, abilities, and staff to help fulfill the ongoing needs for human resources management for a total amount not-to-exceed of \$25,000; and
- D. On September 13, 2022, the City executed Amendment No. 1 to provide additional ongoing support for a total amount not-to-exceed of \$50,000; and
- E. On December 13, 2022, the City executed Amendment No. 2 to expand the scope of the services provided to include the implementation of the NEOGOV recruiting and onboarding platforms for a total amount not-to-exceed \$116,200; and
- F. The City of St. Helena and RGS now desire to execute an amendment to the agreement to expand the scope of the services provided to provide additional ongoing human resources support for an additional \$50,000 and a total amount not to exceed \$166,200.

RESOLUTION

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

Authorizes the City Manager to execute execute Amendment No. 3 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$166,200.

Approved at a Regular Meeting of the St. Helena City Council on August 22, 2023, by the following vote:

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafoopoulos, City Clerk

AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES (RGS):
STH CONTRACT NO: 2023-002 FOR PROFESSIONAL SERVICES FOR HUMAN RESOURCES
ADVISORY SERVICES.

This Amendment No. 3 to Agreement for Professional services is made effective on August 22, 2023, by and between the City of St. Helena, a municipal corporation ("City"), and Regional Government Services (RGS) ("Consultant").

RECITALS

- A. On August 5, 2022, The City of St. Helena and RGS entered into an agreement for Human Resources Advisory Services; and
- B. The City of St. Helena desired to continue utilizing RGS for on-call services for human resources assistance; and
- C. On September 13, 2022, the City of St. Helena and RGS amended the Agreement to provide additional ongoing services for an additional \$50,000 for a total amount not-to-exceed \$75,000; and
- D. The City authorized a contract with NEOGOV to provide online platforms to streamline the recruiting and onboarding processes for the City, and that work is ongoing; and
- E. RGS has extensive experience with implementation and management of the NEOGOV platforms and has provided a scope of work to complete the implementation; and
- F. On December 13 ,20222, the City of St. Helena and Regional Government Services amended the Agreement for an additional \$41,200 for a total not to exceed \$116,200 to assist with the NEOGOV implementation; and
- G. The City of St. Helena desires to continue utilizing RGS for continued human resources assistance; and
- H. The City of St. Helena and Regional Government Services now desire to amend the Agreement for an additional \$50,000 for a total not to exceed \$166,200 to provide continued human resources support.

AGREEMENT

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

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

“Total compensation shall not exceed \$166,200...”

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA

a Municipal Corporation

By: _____

Anil Comelo, City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	August 22, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed Approval of a Resolution 1) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the Part-time Firefighters Classifications; and 2) Approving a Budget Adjustment to the General Fund in the Amount of \$66,500 for Part-time Salary Adjustments.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve and adopt Part-time Firefighters salary adjustments effective September 1, 2023 and January 1, 2024.
FINANCIAL IMPACT:	The fiscal impact is \$66,500 to the General Fund and will require a budget adjustment to 101-48-00-20-20.

BACKGROUND:

The St. Helena Fire Department provides emergency services that include the following:

- Fire protection, both prevention and suppression
- Public life safety education
- Emergency medical and rescue services
- Response to natural and man-made disasters
- Respond to incidents involving hazardous materials

The St. Helena Fire Department staff consists of 6 full-time firefighters and 18 part-time firefighters. The part-time staff are utilized in conjunction with the full-time staff to ensure that the fire engine is staffed with 3 personnel and that there is adequate staffing to operate 24 hours a day, 7 days a week.

DISCUSSION:

In August 2022, the St. Helena Full-time Firefighters submitted a petition to be formally recognized as a bargaining group. This action initiated the bargaining process for the Full-time Firefighters. As a result of the negotiations, City Council adopted and approved new salary schedules on July 27, 2023 the following salary increases:

Cost of Living Adjustment (COLA)

- a. July 1, 2022 – 5% COLA
- b. July 1, 2023 – 4.2% COLA

Equity Adjustment

- a. July 1, 2022 – Maximum of 2.5%
- b. January 1, 2023 – Maximum 2%
- c. July 1, 2023 – Maximum 2%
- d. January 1, 2024 – Maximum 2%

The updated salary schedules only applied to the Full-time Firefighters, resulting in a lower hourly rate for the Part-time Firefighters. While the Part-time Firefighters are not part of the bargaining group, they perform the same duties during their shifts. Therefore, staff is making the recommendation to update the Part-time Firefighters salary schedule to match the same hourly rates as the recently approved Full-time Firefighters salary schedules effective September 1, 2023 and January 1, 2024.

It is estimated that the salary increase will cost an additional \$66,500, which is based on the hours worked by the part-time staff in Fiscal Year 2022-23.

This action requires that the City Council approves updated salary schedules that reflect increases to the part-time hourly rates. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meets the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.
- Identifies the position title for every employee position.
- Shows the pay rate for each position.
- Indicates the time base for each pay rate.
- CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation.

The salary schedules included in Attachment A and Attachment B meet the requirements of California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5).

DOCUMENTS ATTACHMENTS:

[Resolution FY23-24 Updated Part-time Salary Schedules](#)

[Attachment A - FY23-24 Salary Schedules Effective 2023.09.01 Part time](#)

[Attachment B - FY23-24 Salary Schedules Effective 2024.01.01 Part time](#)

CITY OF ST. HELENA

RESOLUTION NO. 2023-__

Duly adopting and approving publicly available pay schedule for Part-time Firefighter Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes revised salary schedules for the Part-time Classifications effective July 1, 2023 and January 1, 2024 and Approving a Budget Adjustment to the General Fund in the Amount of \$66,500 for Part-time Salary Adjustments.

RECITALS

- A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- C. In June 2023 and July 2023, the City Council approved new salary schedules for the Full-time Firefighters which included COLAs and Equity Adjustments; and
- D. The updated salary schedules only applied to the Full-time Firefighters, resulting in a lower hourly rate for the Part-time Firefighters; and
- E. The part-time Firefighters perform the same duties as the Full-time Firefighters during their shifts; and
- F. Therefore, staff desires to update the Part-time Firefighters salary schedule to match the same hourly rates as the recently approved Full-time Firefighters salary schedules effective September 1, 2023 and January 1, 2024

RESOLUTION

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

1. That the City of St. Helena Publicly Available Salary Schedules as follows:
 - a. Attachment A – Part-time Classifications Salary Schedule Effective September 1, 2023
 - b. Attachment B – Part-time Classifications Salary Schedule Effective January 1, 2024

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

2. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years.
3. Approval of a budget adjustment to 101-4800-2020 in the amount of \$66,500 for the part-time salary adjustments.

Approved at a Regular Meeting of the St. Helena City Council on August 22, 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 Tzafoopoulos, City Clerk

ATTACHMENT A

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Part-time Classifications

Approved and Adopted August 22, 2023

Effective September 1, 2023

FY 2023-2024

Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Positions</u>						
Casual Worker I	Hourly	15.50	16.28	17.09	17.94	18.84
Casual Worker II	Hourly	16.28	17.09	17.95	18.85	19.79
Casual Worker III	Hourly	19.58	20.56	21.59	22.67	23.80
Casual Worker IV	Hourly	24.98	26.23	27.54	28.92	30.36
Casual Worker V	Hourly	31.87	33.46	35.14	36.89	38.74
<u>Part-time Fire Department Positions</u>						
Firefighter	Hourly	30.23	31.74	33.33	34.99	36.74
Engineer	Hourly	32.58	34.21	35.92	37.72	39.61
Captain	Hourly	34.21	35.92	37.72	39.60	41.58
Assistant Chief	Hourly	36.05	37.85	39.75	41.73	43.82

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

ATTACHMENT B

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
Part-time Classifications
Approved and Adopted August 22, 2023
 Effective January 1, 2024
FY 2023-2024

Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Positions</u>						
Casual Worker I	Hourly	15.50	16.28	17.09	17.94	18.84
Casual Worker II	Hourly	16.28	17.09	17.95	18.85	19.79
Casual Worker III	Hourly	19.58	20.56	21.59	22.67	23.80
Casual Worker IV	Hourly	24.98	26.23	27.54	28.92	30.36
Casual Worker V	Hourly	31.87	33.46	35.14	36.89	38.74
<u>Part-time Fire Department Positions</u>						
Firefighter	Hourly	30.23	31.74	33.33	34.99	36.74
Engineer	Hourly	32.97	34.62	36.35	38.17	40.08
Captain	Hourly	34.89	36.64	38.47	40.39	42.41
Assistant Chief	Hourly	36.77	38.61	40.54	42.57	44.70

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



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	August 22, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Authorizing a Modification to the Memorandum of Understanding Between the City of St. Helena and the St. Helena Professional Firefighter Association (SHPFA) for a Three-year Contract Commencing on July 1, 2022 and Expiring on June 30, 2025 to add a Provision for Call-Back Pay.
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	June 27, 2023 - Approval of MOU
STATEMENT OF THE PURPOSE:	The purpose is to authorize a Side Letter amending the SHPFA MOU to add a provision for Call-Back Pay.
FINANCIAL IMPACT:	The estimated fiscal impact is \$6,200 based on call back hours reported in Fiscal Year 2023. It is anticipated that the additional cost will be covered by the existing budget.

BACKGROUND:

On August 7, 2022, the St. Helena Professional Firefighter Association submitted a petition to be formally recognized as the exclusive bargaining unit for the members of the Association under the provisions of California State Labor Code Section 3500. The Association consists of six full-time Fire Department employees, in which all six employees affirmed by their signatures on the petition their full support for the request for recognition.

City Council approved Resolution 2022-96, which granted formal recognition of the St. Helena Professional Firefighter Association. This action initiated the bargaining process to develop a Memorandum of Understanding (MOU) for the newly recognized St. Helena Professional Firefighter Association (SHPFA).

Negotiations began after Council approval and the City and the SHPFA reached an agreement for the period of July 1, 2022 and expiring on June 30, 2025. On June 27, 2023 the City Council approved a Memorandum of Understanding for the St. Helena Professional Firefighter Association.

DISCUSSION:

The approved MOU includes several provisions related to compensation under Article 7: Employee Compensation, which includes defining their work period as follows:

WORK PERIOD

In accordance with Section 7(k) of the Fair Labor Standards Act (FLSA), the work period established by the City is a 14-day 106-hour work period.

In addition, Article 7: Section G states that employees covered under this MOU are entitled to overtime pay as follows:

FLSA OVERTIME

Pursuant to Section 7(k) of FLSA, the City agrees to compensate all firefighters for hours worked above the fifty-three hours per week at the normal overtime rate of pay (time and one-half) regardless of whether employees are on any type of paid leave. Pursuant to Article 3(B) the City may change the Work Period at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

Therefore, employees do not receive overtime pay until they either exceed 53 hours worked in a 7-day period or 106 hours worked in the defines work period of 14 days.

Each of the employees covered under this MOU are scheduled for two (2) consecutive, uninterrupted, 24-hour shifts, followed by four (4) consecutive 24-hour days off. Due to the nature of the firefighters work it may be necessary for the City to call employees back to work during their unscheduled time.

It is common practice to provide extra compensation for employees responding to a call from the employer to perform extra work that was unanticipated by the employer. Callback pay allows employees to balance work and personal commitments more effectively, as they are compensated for their flexibility in adjusting their schedules.

Staff is recommending approval of a Side Letter Agreement (Attachment A) to the MOU to add the following provision:

L. Call Back Pay

Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 + 1/2) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.

DOCUMENTS ATTACHMENTS:

[Resolution - SHPFA Side Letter Agreement](#)

[Attachment A - SHPFA Side Letter Agreement](#)

[Attachment B - SHPFA Memorandum of Understanding 07.01.22 through 06.30.25](#)

CITY OF ST. HELENA
RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING A MODIFICATION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA PROFESSIONAL FIREFIGHTERS ASSOCIATION (SHPFA) FOR A THREE-YEAR CONTRACT COMMENCING ON JULY 1, 2022 AND EXPIRING ON JUNE 30, 2025.

RECITALS

- A. On August 7, 2022, the St. Helena Professional Firefighters Association submitted a petition to be formally recognized as the exclusive bargaining unit for the members of the Association under the provisions of California State Labor Code Section 3500.
- B. The Association consists of six full-time Fire Department employees, in which all six employees affirmed by their signatures on the petition their full support for the request for recognition.
- C. City Council approved Resolution 2022-96, which granted formal recognition of the St. Helena Professional Fire Fighters Association.
- D. This action initiated the bargaining process to develop a Memorandum of Understanding (MOU) for the newly recognized St. Helena Professional Firefighters Association (SHPFA).
- E. Negotiations between the City and the SHPFA resulted in an agreement for the period of July 1, 2022 and Expiring on June 30, 2025.
- F. The City and SHPFA wish to execute a Side Letter Agreement to amend the MOU and add the following provision:

L. Call Back Pay

Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.

RESOLUTION

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

1. The City Council approves the Side Letter Agreement to Memorandum of Understanding between the City of St. Helena and St. Helena Police Officers' Association Dated July 1, 2022 through June 30, 2025.

Approved at a Regular Meeting of the St. Helena City Council on June 27, 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

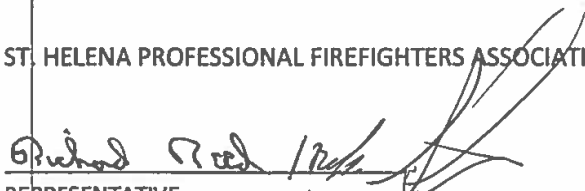
Cindy Tzaopoulos, City Clerk

**SIDE LETTER AGREEMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF ST. HELENA AND ST. HELENA PROFESSIONAL FIREFIGHTERS ASSOCIATION
DATED JULY 1, 2022 THROUGH JUNE 30, 2025**

The City of St. Helena (City) and St. Helena Professional Firefighters Association (SHPFA) have met and conferred and hereby make the following changes to the terms and conditions of employment in the current Memorandum of Understanding (MOU) as follows:

1. The City and the SHPFA agree to amend Article 7: Employee Compensation to include the following section:
L. CALL BACK PAY
Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.
2. All other terms of the current MOU shall remain in full force and effect.

ST. HELENA PROFESSIONAL FIREFIGHTERS ASSOCIATION


REPRESENTATIVE Nicholas Erickson

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2023-XX

CITY MANAGER

STH Contract: FY 2023-049

CITY OF ST. HELENA

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF ST. HELENA

AND

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

FOR THE PERIOD

JULY 1, 2022 THROUGH JUNE 30, 2025

CITY OF ST. HELENA

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

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ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Professional Fire Fighters Association, hereinafter referred to as "Association," pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work, and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena's Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following regular full-time fire suppression employees (part-time positions are not included in the bargaining unit represented by the Association):

- Firefighter
- Fire Engineer
- Fire Captain

ARTICLE 3: ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution, or regulation directly relating to matters within the scope of this MOU.
2. The right to payroll deductions made for payment of Association dues and for City-approved programs.
3. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours, and other matters within the scope of representation, subject to the provisions of applicable Federal, State, or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
4. The use of City facilities for regular, normal, and lawful Association activities, providing the appropriate advance arrangements are made. The granting of

such use may be conditioned on appropriate charges to offset the cost of such use.

5. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.
6. The City will notify the Association President (or other designated representative) at least 10 days before a new employee orientation meeting and allow an Association representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide Association with as much advance notice as reasonably possible of the scheduled orientation meeting.
7. If the City has not conducted an in-person new employee orientation within thirty days of a newly hired employee's start date, and the new employee is working in person, the Association has a right to schedule an in-person meeting at the worksite during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes. The newly hired employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Association, the City will provide an appropriate on-site meeting space within seven calendar days. This provision expires June 30, 2025.
8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

After discussion and due consideration, it is recognized that, except as expressly stated herein, the parties agree that the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and

intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment, or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council on its own behalf and on behalf of the City, hereby retains and reserves unto itself all rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

Neither party is waiving their right to bargain or meet or confer over the impacts of the City's exercise of such rights enumerated above, to the extent required by the MMBA and all governing and relevant laws.

ARTICLE 4: DEFINITIONS

Anniversary Date.

The date upon which a person is appointed to a position or as modified according to City Employee Handbook. The date determines eligibility for a salary step increase except as modified according to City Employee Handbook.

Benefits or Benefit Package.

City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City.

The City of St. Helena, California.

City Manager.

The City Manager of the City of St. Helena, California, or their designee.

City Service.

All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification.

The action of assigning a position to a class, that is, a particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or compensation may fairly be made to apply.

Compensation.

The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of their service in a Position, but not including reimbursement for expenses incurred in the course of employment. See Employee Handbook Rule 3.

Continuous Service.

Length of uninterrupted employment (including holidays and authorized paid or unpaid leave, but not including other periods of leave without pay or times on suspension, in a regular position) that is measured from the effective date of appointment until separation.

City Council.

The City Council of the City of St. Helena.

Department Head.

The individuals designated as the administrative head of a City department. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the Administrative Services Director, the Director of Public Works, the Community Development Director, the City Clerk, the Library Director, and the Parks & Recreation Director.

Emergency.

Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

- The repair or clearance of streets necessary for continued access to properties, including street sweeping.
- The repair of public utility facilities.
- The repair of City equipment necessary to maintain public safety services.
- Activities associated with natural or man-made catastrophe.

- Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.
- Shortage of personnel necessary to maintain public safety services.

Employee.

A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Fitness for Duty.

See Employee Handbook Rule 9, Section 9.15.

Full-Time Employee.

An employee who regularly works a full-time 40-hour or 56-hour schedule per week.

Holidays.

See Employee Handbook Rule 9, Section 9.1.

Job Description.

A formal account of an employee's responsibilities in regards to their classification and position.

Layoff Procedure.

See Employee Handbook Rule 11, Section 11.2.

Non-Probationary Employee.

An employee who has successfully completed the Probationary Period.

Position.

A specific office or employment provided by the budget, whether occupied or vacant, of limited term or regular term, and requiring the performance of certain duties and responsibilities assigned or delegated by the Appointing Authority.

Probationary Employee.

An employee who has not yet completed a prescribed Probationary Period.

Probationary Period.

A period to be considered an integral part of the examination, recruiting, testing, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position, and during which an employee may be rejected from the position without cause and without right of

appeal.

Salary Range.

The range of salary rates for a class; the classifications may be paid on an hourly or salaried basis, as applicable, and the term “salary” is utilized as a general term for cash compensation paid either an hourly or salaried basis.

Salary Rate.

The dollar amount of each step in a salary range, or the flat dollar amount for a class not having a salary range.

Salary Step.

The minimum through maximum salary increments of a salary range.

Salary Upon Appointment.

See Employee Handbook Rule 3, Section 3.1.

Standby.

A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining available by telephone or otherwise arranging for the immediate and convenient notification of an emergency condition and being prepared to immediately report to the site of the emergency.

Step Increases.

See Employee Handbook Rule 3, Section 3.3.

Supervisor.

The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title.

The name applied to a Classification or to each Position included in the Classification.

Work Day.

One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted.

The City Employee Handbook has additional definitions. Where differences exist between the Employee Handbook and this MOU, the MOU language shall prevail.

ARTICLE 5: WORK HOURS/WORK SCHEDULE

A. WORK HOURS.

1. The current scheduled work week is 56 average scheduled duty hours per week, which approximates 2,912 hours per year.
2. Pursuant to Article 3(B) the City may change the work hours at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

B. WORK SCHEDULE.

The current duty schedule for the classifications of Firefighter, Engineer, and Fire Captain classifications is a "48-96" work schedule consisting of two (2) consecutive, uninterrupted, 24-hour shifts, followed by four (4) consecutive 24-hour days off with three (3) platoons known as A, B, and C shifts. Employees working the "48-96" work schedule shall report for duty at 0700 hours and go off duty at 0700, forty-eight (48) hours later. "Shift" means twenty-four (24) hours and "tour" means forty-eight (48) hours. An example of the "48-96" work schedule is as follows:

Example Duty Schedule (regular shift personnel):

"X" denotes tour of duty.

"O" denotes off duty.

XXOOOOXXOOOOXXOOOOXXOOOO

1. The current "48-96" schedule has an FLSA pay period cycle of 14-days. Overtime refers to hours worked that exceed 106 hours in a designated 14 day work period. Overtime hours are paid at a premium rate of time and one half the regular rate of pay as required by the FLSA.
2. The work schedule may be changed in the event of an emergency.

3. Pursuant to Article 3(B) the City may make a permanent change to the work schedule at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

ARTICLE 6: PERSONNEL MATTERS

A. PROBATIONARY PERIOD AND APPLICABILITY OF FIREFIGHTERS BILL OF RIGHTS ACT.

1. Probationary Period.
Employees covered by this Program shall serve a probationary period of eighteen (18) months. Probationary employees may be terminated without cause. As required by the Firefighters Bill of Rights Act, employees who have passed the probationary period shall be covered by the provisions of the Act, and the applicable disciplinary procedures for such employees is covered in established City policies.
2. Termination During Probationary Period.
If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be their discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.
3. Extension of Probationary Period.
If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.
4. Promotional Probationary Period:
The length of probationary period for employees promoted to a position in a higher class shall be twelve (12) months beginning with the date of appointment to the new class. If employee is rejected during promotional probationary period, they have a conditional right of return to prior position pursuant to Section 6.4 of Employee Handbook.

B. EMPLOYEE EVALUATIONS.

Each employee shall be evaluated no less than annually by their Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7: EMPLOYEE COMPENSATION

A. WAGES.

The wages for Employees covered by this agreement are set forth in Exhibit A, attached to this MOU.

B. BILINGUAL PAY.

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

C. OUT-OF-CLASS PAY.

It may be necessary for Fire Captains, Fire Engineers, and Firefighters to work out-of-class as assigned by the Fire Chief separate from their assigned positions during emergency calls or complex incidents as determined by the Fire Chief or when the Fire Chief is not available to manage the incident or in the case when the Fire Chief is on vacation or in the case of staffing availability. In the case when any of these situations arise, the employee acting in the out-of-class assignment shall receive out-of-class pay of five percent (5%) of the employee's base wage rate for any assignment longer than two hours.

This time shall be recorded on the employee's time sheet and designated as out-of-class on the submitted time sheet. This designation and hours worked in this capacity shall be verified by the Fire Chief or his designee.

D. LONGEVITY PAY.

Longevity pay shall be provided to each permanent employee on the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of rate of pay. At the employee's tenth anniversary, the longevity increment shall be increased to a total of five percent (5%) of rate of pay, at the fifteenth anniversary a total of seven and one-half percent (7.5%) of rate of pay, and at the twentieth anniversary, a total of ten percent (10%) of rate of pay.

E. OVERTIME PAY.

Employees shall be entitled to overtime pay in accordance with the requirements of applicable law for hours worked.

F. WORK PERIOD.

In accordance with Section 7(k) of the Fair Labor Standards Act (FLSA), the work period established by the City is a 14-day 106-hour work period.

G. FLSA OVERTIME.

Pursuant to Section 7(k) of FLSA, the City agrees to compensate all firefighters for hours worked above the fifty-three hours per week at the normal overtime rate of pay (time and one-half) regardless of whether employees are on any type of paid leave.

Pursuant to Article 3(B) the City may change the Work Period at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

H. OVERNIGHT STANDBY PAY.

In the discretion of the Fire Chief when standby coverage is required, Employees may sign up for overnight standby coverage. Employees signing up for overnight standby coverage will receive a stipend based on their rank within the department. Firefighters will receive \$50 per overnight standby assignment. Engineers and officers will receive \$75 per overnight standby assignment. The Stipend is paid in addition to hours worked during standby assignment.

I. COST OF LIVING ADJUSTMENT (COLA).

Wages paid and any special compensation shall be in accordance with the most recent applicable resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the wage schedules shall be increased as follows:

- a. July 1, 2022 – COLA increase of 5% for all unit members
- b. July 1, 2023 – San Francisco/Oakland/Hayward CPI-U (April/April) min 3% with a max of 5%.

- c. July 1, 2024 - San Francisco/Oakland/Hayward CPI-U (April/April) min 3% with a max of 5%.

J. EQUITY ADJUSTMENT.

During term of the agreement, the City will provide equity adjustments for unit represented positions until each classification is within 5% of market median (95%).

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

- July 1, 2022 – Equity adjustment of 2.5%
- January 1, 2023 – 2% equity adjustment
- July 1, 2023 – 2% equity adjustment
- January 1, 2024 – 2% equity adjustment
- July 1, 2024 – 2% equity adjustment
- January 1, 2025 – 2% equity adjustment

K. HOLIDAY PAY ON HOLIDAYS.

In lieu of holiday time off, employees shall receive additional holiday compensation on a prorated basis on each paycheck, for a total of twenty-six (26) paychecks annually, for ninety-six (96) hours equivalent to twelve (12) recognized City holidays at eight (8) hours per day. Member's compensation for the holidays shall be computed in the same fashion as is the rate of pay for vacation.

The following provisions will take effect July 1, 2024:

- a. No changes to existing recognized holidays;
- b. Holiday hours shall be earned as follows:
 - 11.2 hours per each holiday times twelve (12) recognized City holidays for a total of 134.4 hours of holiday compensation to be averaged over twenty-six (26) paychecks annually.

ARTICLE 8: TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

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

<u>Years of Continuous Service</u>	<u>Vacation Hours Earned/Year</u>
1-5 years	80
6 th year	120
7 th year	128

This pattern continues until 160 hours per year is reached. On the employee's 25th anniversary and every five years thereafter, an additional 8 hours will be awarded on

that year.

Effective July 1, 2024, Employees shall accumulate vacation in accordance with the vacation schedule below. The existing provisions will remain in effect until July 1, 2024.

<u>Years of Continuous Service</u>	<u>Vacation Hours Earned/Year</u>
1-5 years	112
6 th year	168
7 th year	179

This pattern continues until 224 hours per year is reached. On the employee's 25th anniversary and every five years thereafter, an additional 11.2 hours will be awarded on that year.

B. VACATION ACCRUAL.

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

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

Employees will not earn additional vacation leave once their accrued vacation balance has reached 280 hours.

Effective July 1, 2024 employees will not earn additional vacation leave once their accrued vacation balance has reached 360 hours.

C. VACATION USAGE.

An employee may not use vacation until the employee has completed six months of City service in the position. An employee may take vacation at a time approved by the Fire Chief. It is the policy of the City that employees take their normal provided vacation leave each year. Vacation shall be taken in minimum increments of two hours.

D. PERSONAL CONVENIENCE HOLIDAYS.

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

Convenience Holidays.

Effective July 1, 2024 employees shall earn 22.4 hours of Personal Convenience Holiday Leave; after five years, employees shall earn 56 hours of Personal Convenience Holiday Leave.

E. SICK LEAVE.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy as outlined in the Employee Handbook.

Effective July 1, 2024, sick leave accrual shall be increased to 11.2 hours per month.

F. FAMILY CARE.

To the extent required by law, sick leave may be used to care for ill family members.

G. BEREAVEMENT LEAVE.

The City shall allow regular full-time employees to take up to five (5) days of bereavement leave, upon the death of a family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law).

Days of bereavement leave do not need to be consecutive; Bereavement leave must be completed within three (3) months of the date of the death; Employee shall be entitled to no less than five (5) days of leave; The employee may elect to use any accrued and unused paid leave that is otherwise available to them for bereavement leave (e.g., paid vacation, personal leave, accrued and available sick leave, or compensatory time off, etc.).

The City may request that the employee provide documentation of the death if requested within thirty (30) days of the first day of leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The City shall maintain the confidence of any employee requesting bereavement leave.

H. JURY OR WITNESS DUTY.

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

I. PREGNANCY DISABILITY LEAVE.

Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government

Code Section 12945):

In addition to leave authorized by Article 8, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

J. CFRA AND FMLA LEAVE.

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

K. INDUSTRIAL ACCIDENT LEAVE.

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws and California Labor Code Section 4850.

L. LEAVE OF ABSENCE WITHOUT PAY.

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

M. MILITARY LEAVE.

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

N. COMPENSATORY TIME OFF.

Notwithstanding the provisions of this section, fire employees may be granted compensatory time off for overtime credit, at the discretion of the Fire Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated

up to a maximum of one hundred twenty (120) hours.

ARTICLE 9: OTHER BENEFITS

A. UNIFORMS.

Employees shall receive an annual uniform allowance of \$1,200. The uniform allowance will be paid out proportionately with each of the twenty-six (26) paychecks.

ARTICLE 10: HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

A. GENERAL PROVISIONS:

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

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

B. LIFE INSURANCE.

The City will provide term life insurance for each employee in the amount of \$50,000.

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

C. SHORT-TERM DISABILITY INSURANCE.

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

D. VISION CARE.

The City will pay for vision care benefits, for the employee and all dependents through the City's vision insurance plan.

ARTICLE 11: RETIREMENT BENEFITS

A. CALPERS.

Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS).

1. Tier One. Employees Hired Before July 1, 2012 (Tier One Classic Members)
This section 3.1 (including subsections) shall apply to employees hired by the City of St. Helena in full-time safety positions with CalPERS membership before July 1, 2012.
 - 1/2 at 55 Pension Formulas: The “1/2 @ 55” retirement program will be available to members covered by this Section.
 - Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.1 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 20037.
 - Required Member Contributions:
Members covered shall pay, through payroll deduction, the full 10.1% member contribution for the Safety Group.
2. PEPRA. 2% at 57 For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):
 - This Section (including subsections) shall apply to members who were hired as full-time employees eligible for CalPERS membership on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).
 - 2% at 57 Pension Formulas: The “2% @ 57” retirement program will be available to members covered by this Section 3.3.
 - Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.
 - Required Member Contributions:
Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.
3. Converting Sick Leave Balance.
An employee who retires may convert their unused sick leave balance to service

credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4. Other Options Included In CalPERS Contract.

Employees shall be eligible for other options included in the City's contract with CalPERS applicable to safety employees as stated in that contract, and allowed by law.

5. Implementation of Internal Revenue Code Section 414(h)(2).

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

6. All Provisions Subject to Requirements of Law.

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

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

ARTICLE 12: TRAINING AND PROFESSIONAL GROWTH

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

ARTICLE 13: BENEFITS ON SEPARATION

Upon separation from employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

An employee leaving City employment may be entitled to certain insurance coverage opportunities, at employee's expense, under the federally mandated COBRA Program and California counterpart. Employee will receive notice of COBRA options and must timely elect benefit continuation.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement from City service, an employee enrolled immediately preceding retirement in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions of the applicable insurance plan and set forth below.

1. Conditions.

- a. That continued enrollment has the approval of the insurance company concerned.
- b. Enrollment will cease at such time as the City terminates or converts an insurance program.
- c. The retired employee shall be responsible for the entire premium and shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.

ARTICLE 14: GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence or when they become aware of an act in dispute an employee shall discuss it with their immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, they may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, they may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give a written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

The decision of the City Manager may be appealed to the City Council for review if the grievance remedy sought has a value exceeding \$25,000. In such event the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days.

The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

Failure to timely initiate a grievance or timely advance it properly to the next level shall constitute a waiver of the grievance, However, the parties may mutually agree to extend any of the above deadlines in writing, for example in the event of an involved party's prolonged illness or in response to other unavoidable circumstances.

ARTICLE 15: RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to separate from service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Division by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity for an exit interview. The purpose of the interview shall be to allow the City to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by their Department Head but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will,

without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by their Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to, those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by their Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to, those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for

purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Inquiry.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws there shall be an inquiry by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The scope and formality level of the inquiry may vary based on the applicable circumstances. Upon completion, there shall be a written report of the conclusions made. A formal investigation report should also include the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. When a supervisor, Administrative Services Director, or other City manager conducts the inquiry, they may also recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action except where a Department Head level determination is required.

2. Notice of Proposed Discipline.

For discipline above the level of a written reprimand, the Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- a. A statement which clearly defines the intent to take action and the specific action to be taken;
- b. The date the action is intended to take effect;
- c. A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- d. A statement of the specific action, charge(s), and facts on which the proposed action is based;
- e. Copies of the written materials, reports, and documents considered by the Department Head in their decision to impose the proposed action.
- f. Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing, which shall be audio recorded, within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, they will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action (as well as for other legitimate business purpose as determined in the discretion of the Department Head.)

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the procedures set forth below. An employee who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits their appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request for Disciplinary

Hearing"). Upon receipt of the Request for Disciplinary Hearing, the City Manager shall initiate the Appeal process.

3. Association-Sponsored Appeals - Appointment of Hearing Officer.

- a. The Disciplinary Hearing Officer shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
- b. If the parties are unable to mutually agree on a Hearing Officer within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
- c. If the Hearing Officer selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a Hearing Officer.
- d. The cost of the Hearing Officer shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee Association.

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the Hearing Officer and the availability of counsel and witnesses. The hearing shall be private. The Hearing Officer may, prior to or during the hearing, grant a continuance for any reason the Hearing Officer believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the Hearing Officer.

5. Conduct of the Hearing.

- a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.
- b. The Hearing Officer shall determine the relevancy, weight, and credibility of the testimony and evidence. The Hearing Officer shall not be bound by the technical rules of evidence. The Hearing Officer shall base their findings on the

preponderance of the evidence. The City shall have the burden of proof.

- c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present their witness(es) and evidence to rebut the charges.
- d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or their representative may obtain a copy of the transcript of the hearing upon request and at their own cost.
- e. Each side will be allowed to examine and cross-examine witnesses, who shall testify under oath. The employee filing the appeal may be called and examined as if under cross-examination.
- f. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The Hearing Officer may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Hearing Officer.

After the conclusion of the hearing, the Hearing Officer shall prepare a recommended decision based on their findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reason(s) for the Hearing Officer's decision.

7. Decision of the City Manager.

After receiving and considering the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City. The City Manager's decision shall be the final administrative step.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE.

The following are examples of sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of, illegal drugs or alcohol while on

City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.
- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 16: LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

ARTICLE 17: SEPARABILITY

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 18: TERM AND COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2022 and shall expire on June 30, 2025.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHPFA job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

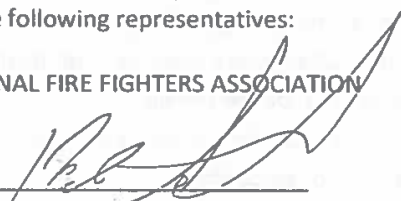
ARTICLE 19: SIGNATURES

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA PROFESSIONAL FIRE FIGHTERS ASSOCIATION



REPRESENTATIVE


Nicholas Soldo

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2023-25

Anil Comelo

Digitally signed by Anil Comelo
Date: 2023.08.15 16:26:18
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CITY MANAGER

EXHIBIT A

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Professional Firefighters Association
Approved and Adopted June 27, 2023
 Effective July 1, 2022
FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
<u>Full-time Fire Department Positons</u>						
Firefighter	Annual ⁽¹⁾	83,425	87,596	91,976	96,575	101,404
	Monthly ⁽¹⁾	6,952	7,300	7,665	8,048	8,450
	Hourly	28.65	30.08	31.59	33.16	34.82
Engineer	Annual ⁽¹⁾	87,589	91,968	96,566	101,395	106,464
	Monthly ⁽¹⁾	7,299	7,664	8,047	8,450	8,872
	Hourly	30.08	31.58	33.16	34.82	36.56
Captain	Annual ⁽¹⁾	91,971	96,570	101,398	106,468	111,792
	Monthly ⁽¹⁾	7,664	8,047	8,450	8,872	9,316
	Hourly	31.58	33.16	34.82	36.56	38.39

(1) Annual and Monthly salaries are based on a 56-hour work period with a total of 2,912 hours worked annually.

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

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10% of base salary

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

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

(5) Uniform Allowance - Employees shall receive uniform allowance in the amount \$1,200 divided evenly amongst 26 pay periods.

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Professional Firefighters Association
Approved and Adopted June 27, 2023
 Effective January 1, 2023
FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
<u>Full-time Fire Department Positons</u>						
Firefighter	Annual ⁽¹⁾	84,480	88,704	93,139	97,796	102,686
	Monthly ⁽¹⁾	7,040	7,392	7,762	8,150	8,557
	Hourly	29.01	30.46	31.98	33.58	35.26
Engineer	Annual ⁽¹⁾	89,345	93,812	98,503	103,428	108,599
	Monthly ⁽¹⁾	7,445	7,818	8,209	8,619	9,050
	Hourly	30.68	32.22	33.83	35.52	37.29
Captain	Annual ⁽¹⁾	93,800	98,490	103,415	108,585	114,015
	Monthly ⁽¹⁾	7,817	8,208	8,618	9,049	9,501
	Hourly	32.21	33.82	35.51	37.29	39.15

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(5) Uniform Allowance - Employees shall receive uniform allowance in the amount \$1,200 divided evenly amongst 26 pay periods.

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



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	August 22, 2023								
FROM:	Mandy Kellogg, Administrative Services Director								
SUBJECT:	Proposed Approval of a Resolution Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for certain Mid-Management classifications covered under the Unrepresented Compensation Program.								
RECOMMENDED ACTION:	Approve the attached resolution.								
PREVIOUS COUNCIL ACTION:	July 26, 2022 - Approval of MOU June 13, 2023 - Adoption of Budget July 25, 2023 - Approval of FY 2023-24 Salary Schedule								
STATEMENT OF THE PURPOSE:	Approve and adopt salary schedules for Unrepresented classifications, which includes Mid-management classifications, banding the salaries for the Project Manager, Public Works Operations Manager, Senior Planner, and Treatment Plant Manager classifications effective July 1, 2023.								
FINANCIAL IMPACT:	The fiscal impact for FY 2023-24 is an additional \$22,000 and will require a budget adjustment as follows: <table border="1"> <thead> <tr> <th>Fund</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>General Fund (101)</td><td>\$18,700</td></tr> <tr> <td>Water Fund (561)</td><td>\$1,600</td></tr> <tr> <td>Wastewater Fund (571)</td><td>\$1,700</td></tr> </tbody> </table>	Fund	Amount	General Fund (101)	\$18,700	Water Fund (561)	\$1,600	Wastewater Fund (571)	\$1,700
Fund	Amount								
General Fund (101)	\$18,700								
Water Fund (561)	\$1,600								
Wastewater Fund (571)	\$1,700								

BACKGROUND:

On July 25, 2023, the City Council authorized approval of the Mid-Management Salary Schedule effective July 1, 2023, which included a 10% salary adjustment for all classifications. The City continues to compete for talent with the surrounding jurisdictions which is becoming more difficult as the City's salaries are significantly lower. Therefore, the approved increases will improve retention and make the City more competitive in the job market.

City staff also continues to evaluate equity between the classifications and may make recommendations from time to time to adjust salaries based on the analysis.

DISCUSSION:

The City currently has funded 11 Mid-Management positions that perform a variety of high-level work for the City of St. Helena. During a recent analysis of the duties performed by each classification and their educational requirements it was determined that it would be appropriate to band classifications together based on similar demands within the classifications for the purpose of equity in compensation.

Staff is recommending banding salaries for the following classifications:

- Project Manager
- Public Works Operations Manager
- Senior Planner
- Treatment Plant Manager

This recommendation will require a salary adjustment to the classifications as follows:

Classification	Current Max Salary	Proposed Max Salary	% Increase
Project Manager	137,183	144,200	5.1%
Public Works Operations Manager	142,861	144,200	0.9%
Senior Planner	132,700	144,200	8.7%
Treatment Plant Manager*	144,200	144,200	N/A

**This position is currently unfunded and will remain unfunded/unfilled in FY 2023-24.*

Each of these positions performs critical functions for the organization and is responsible for managing significant projects that the City is currently delivering. Staff is recommending that the salary adjustments be effective July 1, 2023.

This action requires that the City Council approves updated salary schedules that reflect adjusted salaries. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meets the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.
- Identifies the position title for every employee position.
- Shows the pay rate for each position.
- Indicates the time base for each pay rate.
- CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules

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

The salary schedules included in Attachment A meet the requirements of California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5).

DOCUMENTS ATTACHMENTS:

[Resolution FY23-24 Updated Mid Management Salary Schedules](#)

[Attachment A - FY23-24 Mid Management Salary Schedule Effective 2023.07.01](#)

CITY OF ST. HELENA

RESOLUTION NO. 2023-__

Duly adopting and approving publicly available pay schedule for Mid-Management Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes revised salary schedules for the Project Manager, Public Works Operations Manager, and Senior Planner Classifications effective July 1, 2023 and Approving a Budget Adjustment in the Amount of \$22,000 for the Salary Adjustments.

RECITALS

- A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- C. During a recent analysis of the duties performed by each classification and their educational requirements it was determined that it would be appropriate to band classifications together based on similar demands within the classifications for the purpose of equity in compensation; and
- D. Staff is recommending banding the Project Manager, Public Works Operations Manager, Senior Planner, and Treatment Plant Manager classifications; and
- E. Each of these positions performs critical functions for the organization and is responsible for managing significant projects that the City is currently delivering; and
- F. Therefore, staff desires to update the Mid-Management salary schedule to band the Project Manager, Public Works Operations Manager, Senior Planner, and Treatment Manager salaries effective July 1, 2023.

RESOLUTION

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

- 1. That the City of St. Helena Publicly Available Salary Schedules as follows:
 - a. Attachment A – Mid-Management Salary Schedule Effective July 1, 2023

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

2. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years.
3. Approval of a budget adjustment to General Fund (101) in the amount of \$18,700, Water Fund (561) in the amount of \$1,600, and Wastewater Fund (571) in the amount of \$1,700 for the salary adjustments.

Approved at a Regular Meeting of the St. Helena City Council on August 22, 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 Tzafoopoulos, City Clerk

ATTACHMENT A

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted August 22, 2023

Effective July 1, 2023

FY 2023-2024

Classification	Timebase*	Steps				
		A	B	C	D	E
Management Analyst	Annual	91,739	96,326	101,142	106,199	111,509
	Monthly	7,645	8,027	8,429	8,850	9,292
	Hourly	44.11	46.31	48.63	51.06	53.61
Senior Management Analyst	Annual	100,315	105,330	110,597	116,127	121,933
	Monthly	8,360	8,778	9,216	9,677	10,161
	Hourly	48.23	50.64	53.17	55.83	58.62
Public Works Assistant Operations	Annual	107,041	112,393	118,013	123,913	130,109
	Monthly	8,920	9,366	9,834	10,326	10,842
	Hourly	51.46	54.04	56.74	59.57	62.55
Senior Planner	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Project Manager	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Public Works Operations Manager	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Treatment Plant Manager	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Lieutenant	Annual	129,060	135,513	142,288	149,403	156,873
	Monthly	10,755	11,293	11,857	12,450	13,073
	Hourly	62.05	65.15	68.41	71.83	75.42
Chief Building Official	Annual	131,683	138,267	145,180	152,439	160,061
	Monthly	10,974	11,522	12,098	12,703	13,338
	Hourly	63.31	66.47	69.80	73.29	76.95
Senior Civil Engineer	Annual	132,854	139,497	146,471	153,795	161,485
	Monthly	11,071	11,625	12,206	12,816	13,457
	Hourly	63.87	67.07	70.42	73.94	77.64
Assistant Public Works Director	Annual	140,249	147,261	154,624	162,356	170,473
	Monthly	11,687	12,272	12,885	13,530	14,206
	Hourly	67.43	70.80	74.34	78.06	81.96
<u>Confidential Positions</u>						
Management Analyst ⁽¹⁾	Annual	91,739	96,326	101,142	106,199	111,509
	Monthly	7,645	8,027	8,429	8,850	9,292
	Hourly	44.11	46.31	48.63	51.06	53.61
Senior Management Analyst ⁽¹⁾	Annual	100,315	105,330	110,597	116,127	121,933
	Monthly	8,360	8,778	9,216	9,677	10,161
	Hourly	48.23	50.64	53.17	55.83	58.62

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted August 22, 2023

Effective July 1, 2023

FY 2023-2024

Classification	Timebase*	Steps				
		A	B	C	D	E
Assistant to City Manager ⁽¹⁾	Annual	116,975	122,824	128,965	135,413	142,184
	Monthly	9,748	10,235	10,747	11,284	11,849
	Hourly	56.24	59.05	62.00	65.10	68.36
Human Resources Manager ⁽¹⁾	Annual	116,975	122,824	128,965	135,413	142,184
	Monthly	9,748	10,235	10,747	11,284	11,849
	Hourly	56.24	59.05	62.00	65.10	68.36
Finance Manager ⁽¹⁾	Annual	128,673	135,106	141,861	148,955	156,402
	Monthly	10,723	11,259	11,822	12,413	13,034
	Hourly	61.86	64.95	68.20	71.61	75.19
Assistant Administrative Services Director	Annual	138,204	145,114	152,370	159,988	167,988
	Monthly	11,517	12,093	12,697	13,332	13,999
	Hourly	66.44	69.77	73.25	76.92	80.76

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

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



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration/Planning

DATE:	August 22, 2023
FROM:	Ethan Walsh, City Attorney
SUBJECT:	Consideration of an Ordinance of the City Council of the City of St. Helena adopting an Urgency Ordinance enacting a moratorium on the issuance of any permit or other entitlement for the demolition or expansion of existing residential units and accessory structures located within the Twenty-acre Agricultural (A-20) district and determining the Ordinance to be exempt from CEQA.
RECOMMENDED ACTION:	Staff recommends that the City Council: 1. Adopt an Urgency Ordinance of the City Council of the City of St. Helena enacting a moratorium on the issuance of any permit or other entitlement for the demolition or expansion of existing residential units and accessory structures located within the Twenty-acre Agricultural (A-20) district, and determining the Ordinance to be exempt from CEQA.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To enact a moratorium on the issuance of any permit or other entitlement for the demolition or expansion of existing residential units and accessory structures located within the Twenty-acre Agricultural (A-20) district
FINANCIAL IMPACT:	No financial impact is anticipated in adopting this Urgency Ordinance.

BACKGROUND:

Government Code Section 65858 authorizes the City to adopt an interim Urgency Ordinance to protect the public safety, health and welfare and to prohibit uses which may be in conflict with a contemplated general plan or zoning proposal which the City is considering, studying or intends to study within a reasonable time.

The City is currently engaged in a comprehensive update of its Zoning Code to bring it into conformity with the City's 2040 General Plan Update adopted in June 2019. As part of the Zoning Code update, the City is considering amendments to zoning regulations for the Twenty-Acre Agriculture (A-20) District, including but not limited to, revisions to development standards governing maximum ground floor area and maximum lot coverage for residential units and accessory structures.

A primary focus of the General Plan is to protect the rural, small town quality and agricultural character of St. Helena. (General Plan, 1-2.) General Plan Policy LU 5.1 discourages conversion of existing farmland to non-agricultural uses. General Plan Policy LU 5.3 strictly limits development on properties existing at the time of the adoption of the General Plan that are designated as agricultural land.

Pursuant to St. Helena Municipal Code Section 17.20.010, the purpose of the A-20 District is to preserve agricultural land uses and provide for future orderly development as the urban limit line is adjusted to accommodate urban growth. The A-20 District restricts the density of residential use and stipulates the location and area of residential development to promote preservation of agricultural land use and reduce impacts to the provision of infrastructure as the urban area of the City expands.

DISCUSSION:

Given the City's consideration of the proposed zoning amendments, and in light of recent applications received by the City for the development of property within the A-20 District, the City Council desires to establish, on an urgency basis, a temporary moratorium on the demolition or expansion of existing residential units and accessory structures located within the A-20 District. The approval of any demolition or expansion of existing residential units during the moratorium period could conflict with the zoning regulations for the A-20 District that the City Council, Planning Commission and Community Development staff are currently considering, and would adversely impact the implementation of any zoning amendments which may be adopted by the City.

In order to prevent the frustration of any contemplated zoning regulations now being considered, and the introduction of potentially nonconforming land uses that could conflict with the City's later-adopted Zoning Code update, the public interest, health, safety and welfare require the immediate enactment of this Urgency Ordinance. The City Council has determined that a temporary moratorium on the demolition or expansion of existing residential units and accessory structures located within the A-20 District will allow the City time to complete its review and adopt appropriate zoning regulations in conformance with the General Plan and its policies to preserve the agricultural character of the City.

An urgency ordinance adopted pursuant to Government Code section 65858 must be adopted by at least a 4/5 vote of the City Council. The ordinance is only effective for 45 days unless, after a noticed public hearing, the City Council extends the ordinance for 10 months and 15 days. The ordinance may be extended a second time for one additional year. City staff anticipates that this ordinance would remain in effect until the updated Zoning Code is adopted, at which point the urgency ordinance would be rescinded.

ENVIRONMENTAL REVIEW: CEQA

This Urgency Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated zoning code revisions and related impact studies.

DOCUMENTS ATTACHMENTS:

[St. Helena - Urgency Ordinance - Moratorium re A-20 District \(revised\)-c1](#)

URGENCY ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ST. HELENA IN ACCORDANCE WITH
GOVERNMENT CODE SECTION 65858 ENACTING A
MORATORIUM ON THE ISSUANCE OF ANY PERMIT OR
OTHER ENTITLEMENT FOR THE DEMOLITION OR
EXPANSION OF EXISTING RESIDENTIAL UNITS AND
ACCESSORY STRUCTURES LOCATED WITHIN THE
TWENTY-ACRE AGRICULTURE (A-20) DISTRICT**

THE CITY COUNCIL OF THE CITY OF ST. HELENA DOES ORDAIN AS
FOLLOWS:

SECTION 1. Findings. In accordance with the California Government Code Section 65858 and in order to protect the public health, safety and welfare, the City Council of the City of St. Helena makes certain findings as follows:

- A. Government Code Section 65858 authorizes the City to adopt an interim Urgency Ordinance to protect the public safety, health and welfare and to prohibit uses which may be in conflict with a contemplated general plan or zoning proposal which the City is considering, studying or intends to study within a reasonable time.
- B. The City is currently engaged in a comprehensive update of its Zoning Code to bring it into conformity with the City's 2040 General Plan Update adopted in June 2019 ("General Plan").
- C. As part of the Zoning Code update, the City is considering amendments to zoning regulations for the Twenty-Acre Agriculture (A-20) District, including but not limited to, revisions to development standards governing maximum ground floor area and maximum lot coverage for residential units and accessory structures.
- D. A primary focus of the General Plan is to protect the rural, small town quality and agricultural character of St. Helena. (General Plan, 1-2.) General Plan Policy LU 5.1 discourages conversion of existing farmland to non-agricultural uses. General Plan Policy LU 5.3 strictly limits development on properties existing at the time of the adoption of the General Plan that are designated as agricultural land.
- E. Pursuant to St. Helena Municipal Code Section 17.20.010, the purpose of the A-20 District is to preserve agricultural land uses and provide for future orderly development as the urban limit line is adjusted to accommodate urban growth. The A-20 District restricts the density of residential use and stipulates the location and area of residential development to promote

preservation of agricultural land use and reduce impacts to the provision of infrastructure as the urban area of the City expands.

- F. Given the City's consideration of the proposed zoning amendments, and in light of recent applications received by the City for the development of property within the A-20 District, the City Council desires to establish, on an urgency basis, a temporary moratorium on the permitting of any demolition or expansion of existing residential units and accessory structures located within the A-20 District. The City Council finds and determines that the approval of any demolition or expansion of existing residential units during the moratorium period could conflict with zoning regulations for the A-20 District that the City Council, Planning Commission and Community Development staff are currently considering, and would adversely impact the implementation of any zoning amendments that may be adopted by the City.
- G. In order to prevent the frustration of any contemplated zoning regulations now being considered, and the introduction of potentially nonconforming land uses that could conflict with the City's later-adopted Zoning Code update, the public interest, health, safety and welfare require the immediate enactment of this Urgency Ordinance. The City Council has determined that a temporary moratorium on the permitting of any demolition or expansion of existing residential units and accessory structures located within the A-20 District will allow the City time to complete its review and adopt appropriate zoning regulations in conformance with the General Plan and its policies to preserve the agricultural character of the City.

SECTION 2. Moratorium. The City Council hereby enacts this Interim Urgency Ordinance under section 65858, subdivision (a), of the California Government Code, which allows the City to adopt an Interim Urgency Ordinance by not less than a four-fifths vote, to protect the public safety, health, and welfare by prohibiting any use that may be in conflict with a zoning proposal that the City Council, Planning Commission, or Community Development Department of the City is considering or studying or intends to study within a reasonable time. Accordingly, pending adoption of the Zoning Code update, which includes amendments to regulations related to the Twenty-Acre Agriculture (A-20) District, the City of St. Helena shall not issue any discretionary permits required for the~~permit any~~ demolition or expansion of an existing residential unit or accessory structure located within the A-20 District.

SECTION 3. Definitions. For purposes of this Urgency Ordinance, the following definitions shall apply:

- A. "Residential unit" has the same definition as "dwelling unit" set forth in 17.04.160.B of the St. Helena Municipal Code, which defines "dwelling unit" as:

“A building or portion of a building including one or more rooms which is designed or used as a residence for one family or housekeeping unit with facilities for living, sleeping, cooking and dining.

In determining the number of units in a particular building or group of buildings, the city shall consider and weigh any or all of the following factors: the design of any building, including the internal floor plan and the availability of access between various parts of the building; the fixtures and furnishings installed or capable of being installed; the number and types of different rooms (including their actual or potential uses); the size of any building; the number of families or housekeeping units actually or capable of occupying the building; the location of the building; the number and location of primary entrances to the building; and any other factor that may be relevant. In making this determination with respect to proposed new uses, the city shall give primary consideration to design-related factors. In making this determination with respect to existing uses, the city may give primary consideration to the number of families actually using the premises, or to design-related factors, or to both, as may be appropriate under the circumstances. No building shall be deemed to be a dwelling with a fewer number of units based on its actual use if the design-related factors indicate that it has a greater number of units.”

- B. “Accessory structure” has the same definition as “accessory structure” set forth in Section 17.116.030.C.2 of the St. Helena Municipal Code, which defines “accessory structure” as “a structure that is accessory and incidental to a dwelling located on the same lot.”

SECTION 4. Urgency. The City Council hereby finds and determines that adoption of this Urgency Ordinance is necessary for the current and immediate protection of the public health, safety, and welfare of the City and its residents for all the reasons set forth in the Findings above, which are hereby expressly incorporated by reference as though fully set forth herein.

SECTION 5. Permitting Prohibited. No new discretionary permit, approval, or other entitlement for any demolition or expansion of any existing residential unit or accessory structure may be issued while this moratorium or any extension of it is in effect. Ministerial building and demolition permits may be issued for those projects which received discretionary permit approval prior to enactment of this urgency ordinance, or for those projects that do not require discretionary review under the City Zoning Code.

SECTION 6. Compliance with California Environmental Quality Act. The City Council finds that this Urgency Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; it prevents changes in the environment pending the completion of the contemplated zoning code revisions and related impact studies.

SECTION 7. Severability. If any section or provision of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Urgency Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Urgency Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 8. Effective Date. This Urgency Ordinance is declared an urgency measure necessary for the immediate protection and preservation of the public peace, health, safety, and welfare for the reasons stated above, and it takes effect immediately upon adoption by the City Council by at least a four-fifths vote.

SECTION 9. Written Report. At least ten (10) days before this Urgency Ordinance or any extension expires, the City Manager shall issue a written report describing the measures taken to alleviate the conditions which led to the adoption of this Urgency Ordinance.

SECTION 10. Publishing. The City Clerk shall certify to the passage of this Urgency Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation, printed and published in St. Helena, California.

SECTION 11. Term. This Ordinance is an Urgency Ordinance enacted pursuant to Government Code section 65858. The term of this Urgency Ordinance shall be for forty five (45) days from the date of adoption and shall expire and be of no further force or effect, unless and until extended in accordance with Government Code Section 65858.

THE FOREGOING ORDINANCE was adopted as an urgency ordinance by a four-fifths vote at a regular meeting of the St. Helena City Council on the ____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

APPROVED:

Paul Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Urgency Ordinance was approved by a four-fifths vote at a regular meeting of the City Council on the ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	August 22, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Discussion and consideration of whether to authorize the issuance of a Letter of Commitment to extend an existing City Loan Agreement for the Hunt's Grove Apartment complex, a 56 unit affordable housing complex in the City of St. Helena, and approval of an Option to Ground Lease Agreement for the same Hunt's Grove Apartment complex with BRIDGE Housing Corporation and Napa Valley Housing Corporation (and/or its Limited Partner affiliate) with the intent to approve a resolution approving: 1. Loan Extension: A letter of commitment to provide an extension to the maturity date of a promissory note between the City of St. Helena and Hunt Avenue Associates for up to 57 years from the current maturity date of February 1, 2024, extending the maturity date to February 1, 2081; and 2. New Ground Lease Option: Approving a new ground lease option for a 99-year term and annual rent in the amount of \$1.00 per year between the City of St. Helena, a municipal corporation, as optionor ("City"), and BRIDGE Housing Corporation, a California nonprofit public benefit corporation ("BRIDGE"), and Napa Valley Housing Corporation, a California nonprofit public benefit corporation ("NVHC"), and their respective permitted successors and assigns hereunder (jointly and collectively, "Optionee").
RECOMMENDED ACTION:	Approve the attached resolution authorizing the City Manager to execute the proposed letter of commitment to provide the proposed extension and the ground lease option agreement.
PREVIOUS COUNCIL ACTION:	June 28, 2022 - Loan Extension
STATEMENT OF THE PURPOSE:	The purpose is to provide a letter of commitment to BRIDGE Housing Corporation to support a loan extension and option agreement for a new ground lease, which would allow BRIDGE, NVHC and its affiliates to seek

	additional low-income tax credit financing to rehabilitate the apartment complex and extend the length of affordability for this complex.
FINANCIAL IMPACT:	If City Council provides direction to accept the revised Rent terms of the proposed ground lease the fiscal impact will be a loss of \$5,000 annually plus a potential 50% of the Net Operating Income per the terms of the current lease agreement.

BACKGROUND:

Hunt Avenue Associates was formed as a limited partnership on July 23, 1990, to develop and operate a 56-unit rental housing complex called Hunt's Grove Apartments located at 548 Hunt Avenue in St. Helena. Hunt Avenue Associates is controlled by its general partner, Hunt Avenue, Inc., which is a non-profit organization, under the control of the Board of Directors of BRIDGE Housing Corporation and Napa Valley Community Housing.

On May 1, 1991, a ground lease was entered into by and between the City of St. Helena and BRIDGE Housing Corporation. The Partnership, Hunt Avenue Associates LP then sub-leased the land on which the Project was built from BRIDGE. The initial lease term was for 55-years commencing on August 7, 1991, expiring in 2046.

On June 11, 1991, the City Council approved a resolution approving a promissory note and deed of trust between BRIDGE Housing and the City related to fees due to the City in the amount of \$762,752 that were deferred at the issuance of the building permits. The date of the note is June 18, 1991 and the note receivable accrues simple interest at 3% with a maturity date of August 8, 2022. BRIDGE Housing was required to make an initial payment to the note in the amount of \$242,707 plus simple interest reducing the principal balance to \$520,045, this payment was made on August 8, 1992.

BRIDGE Housing Corporation originally contacted City staff in May 2022 to request an 18-month extension of the City of St. Helena loan which matured on August 1, 2022, to allow for a refinancing of existing debt. This extension was approved by City Council on June 28, 2022.

DISCUSSION:

In March 2023, BRIDGE Housing Corporation contacted City staff to request a 57-year extension of the City of St. Helena loan and a new 99-year ground lease to enable a more comprehensive resyndication and rehabilitation of the property. There exists a unique opportunity for rehabilitation incentives this year due to California Debt Allocation Committee ("CDLAC") setting aside additional funding for 4% Low Income Housing Tax Credit ("LIHTC") projects that qualify as "Preservation Projects". BRIDGE has determined that Hunt's Grove, along with the sister property La Pradera in Calistoga, would both qualify for this unique set aside. This rehabilitation/resyndication is one of the only avenues that allows BRIDGE Housing Corporation to adequately fund and

address the physical needs on the site that cannot be otherwise addressed with existing property reserves or proceeds from a refinancing. BRIDGE and NVCH anticipate that the rehabilitation work will be focused on exterior improvements that would include new siding, stairwell replacements, roof replacement, accessibility improvements, energy improvements.

For the rehabilitation/resyndication, a new limited partnership will be formed, Hunt Pradera II LP, which will purchase the old limited Partnership, Hunt Avenue Associates LP. Hunt Pradera II LP will be controlled by its managing general partner, Hunt Pradera LLC, a limited liability corporation, with BRIDGE Housing Corporation and Napa Valley Community Housing as co-members of the LLC.

BRIDGE Housing Corporation and Napa Valley Community Housing, through the new partnership Hunt Pradera II LP, will be applying for a new allocation of 4% Low Income Housing Tax Credits on September 6, 2023, which requires all projects to maintain a minimum low-income use period of 55-years, including all soft debt financing terms and ground leases.

Loan Extension

In order for the rehabilitation/resyndication of the tax credits to be viable, BRIDGE and NVCH have requested that the existing loan be extended, should they receive tax credit approval. In order to submit their application to the California Tax Credit Allocation Committee ("CTCAC"), they must be able to demonstrate that if the tax credit application is approved, the City will extend the existing loan. The City would demonstrate its commitment to extend the loan by sending a "letter of commitment" to CTCAC stating that the City will extend the term of the loan in the event that the tax credit application is approved.

The outstanding balance of the loan is \$243,187. In addition, \$188,262 in accrued interest will be recorded through May 1, 2024 (i.e., the projected closing date), leaving the total balance due to the City \$431,449 to the following funds:

Fund	Note and Interest Due
Water Impact (764)	\$258,853
Sewer Impact (774)	\$172,596
Total	\$431,449

The request for the extension to the maturity date of the promissory note for 57 years from the current maturity date of February 1, 2024, will extend the maturity date to February 1, 2081. The new principal balance will be \$431,449 (i.e., outstanding principal balance and all outstanding accrued interest up to May 1, 2024). The note would accrue interest at the "applicable federal rate" at the time of construction closing for the proposed rehabilitation work. The applicable federal rate is set on a monthly basis by

the IRS, and over the past few years has been slightly higher than 3%, ranging between approximately 3.5% and 4.1%.

Ground Lease

On May 15, 1991, the First Amended and Restated Land Lease ("Lease") was entered into by and between the City of St. Helena, a municipal corporation, as landlord, ("City") and BRIDGE Housing Corporation a California non-profit public benefit corporation, as tenant, ("BRIDGE"). The Partnership sub-leases the land on which the Project was built from BRIDGE. The initial lease term was for 55 years commencing on August 7, 1991, expiring in 2046.

Under the current ground lease, the City receives Five Thousand Dollars (\$5,000) per year ("Basic Land Rent") due and payable in advance in two (2) equal semi-annual installments of \$2,500.00 each, paid on the anniversary of the Completion Date and six months after such date, plus Additional Rent. Additional Rent is equal fifty percent (50%) of the Net Operating Income of the Development for the prior fiscal year as determined based on the audited financial statement for the Development. Historically, the City has received Additional Rent in an average amount of approximately \$16,000 over the past 5 years.

Bridge and NVCH are seeking to update the Ground Lease for two primary purposes: First, they would be unable to secure tax credits with the remaining term on the Ground Lease limited to 23 years. Second, the structure of the original ground lease is outdated and it would benefit both parties to bring it up to current standards. They are therefore asking for an option that would allow them to establish a new limited partnership that would enter into a new ground lease that would include the following terms:

1. Term of Ground Lease. The Ground Lease shall become effective immediately following the full execution by the parties there to and shall end ninety-nine (99) years from the date of construction commencement of the Project.
2. Rent. The Lessee would pay the landlord annual rent in the amount of \$1.00 per year.
3. Project Use. The Project shall be used during the term of the Ground Lease only for affordable housing and 100% of the residential housing units therein, (except any manager units) in the Project shall be both rent-restricted and occupied by households earning no more than 120% or less of the Area Median Income ("AMI") with at least twenty-seven (27) of said units restricted to households earning 80% AMI as determined and published by TCAC and derived, in part, by income limits from the United States Department of Housing and Urban Development for the County of Napa, adjusted for household size, and approved ancillary uses, including the provision of community services.

The proposed Option Agreement provides that during the option term, the City and BRIDGE/NVCH (or their successor limited partnership) would negotiate in good faith regarding the terms of an extended ground lease, based on the basic terms set forth above. The Optionee would not be able to exercise the option unless they secured construction financing for the proposed rehabilitation of the affordable housing.

DOCUMENTS ATTACHMENTS:

[Addendum to Staff Report](#)

[Resolution Approving Commitment Letter and Option to Ground Lease-BRIDGE](#)

[Debt Extension Commitment Letter St. Helena](#)

[Option to Ground Lease - City of St. Helena and BRIDGE + NVCH \(Rev. Lease terms\)](#)

ADDENDUM TO STAFF REPORT FOR AGENDA ITEM 12.2

Background

On Saturday August 19, BRIDGE Housing contacted City staff with an urgent request related to their proposal regarding the rehabilitation of the Hunt's Grove Apartment development, and the associated request for an extension to the City's existing loan to that project, and the Option to enter into a new 99 year ground lease. As part of their due diligence for the rehabilitation project, BRIDGE prepared an appraisal for the proposed 99 year ground lease, and found that based on the 99 term and the affordability restrictions, the lease has a fair market value of \$800,000. The original staff report recommends that, in the event that BRIDGE and NVCH secure the financing for the rehabilitation work, the City would ground lease property for \$1/year for 99 years. Based on BRIDGE's appraisal, the City would be leasing the property as below fair market value, and BRIDGE believes that a below market rate lease from the City would trigger state prevailing wage requirements for this project. Their budget for the rehabilitation work does not account for the added costs that would result if prevailing wages were required, and the project would not be feasible if those requirements were triggered.

In order to ensure that prevailing wages are not required for the rehabilitation work, BRIDGE has proposed that they pay the City \$800,000 in lease payments, but that the City make a loan to the developer in an amount equal to the \$800,000 lease payments. In other words, the developer would not make the lease payments immediately, but would instead provide the City a promissory note obligating them to pay the total amount over the term of loan. State prevailing wage law provides an exemption for certain affordable housing developments that are assisted through a "below-market interest rate loan." The proposed new structure is intended to fall within that exemption.

Proposed New Lease and Loan Terms

Under this additional proposal, if BRIDGE and NVCH are successful in securing financing, the City would enter into a new 99 year ground lease with the limited partnership, and the limited partnership would be obligated to pay \$800,000 in ground lease payments to the City. The lease payments would, however, be funded through a loan from the City in an amount not to exceed \$800,000. The loan would have a term of 57 years, would accrue interest at the rate of 3% per year, and would be payable out of a portion of "residual receipts." "Residual receipts" are comprised of the cash flow generated from the project after all other expenses are paid. BRIDGE currently projects that the City would begin receiving annual payments from residual receipts in the amount of \$6,980 starting on or around year 8 of operations following the rehabilitation of the Project. It is important to note that the loan will not require additional funding from the City. The loan is instead offsetting additional lease payments that were not contemplated as part of the original recommendation.

A revised resolution and a revised Option Agreement are included with this Addendum to the Staff Report.

Recommendation

Staff recommends that Council approve the revised resolution to authorize the inclusion of the revised lease terms in the Option Agreement, and the commitment for the additional loan. This will not require additional financial commitments by the City (and will in fact allow the City to receive additional loan payments in exchange for its commitments) and will help to ensure the financial feasibility of the proposed rehabilitation work.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A LOAN
EXTENSION COMMITMENT LETTER, AN OPTION TO GROUND LEASE
AGREEMENT, AND A SECOND LOAN COMMITMENT LETTER TO FUND
GROUND LEASE PAYMENTS IN CONNECTION WITH THE HUNT'S GROVE
APARTMENT COMPLEX AT 548 HUNT AVENUE**

WHEREAS, Hunt Avenue Associates was formed as a limited partnership on July 23, 1990, to develop and operate a 56-unit rental housing complex called Hunt's Grove Apartments located at 548 Hunt Avenue in St. Helena (the "Project"). Hunt Avenue Associates is controlled by its general partner, Hunt Avenue, Inc., which is a non-profit organization, under the control of the Board of Directors of BRIDGE Housing Corporation ("BRIDGE") and Napa Valley Community Housing ("NVCH"); and

WHEREAS, a ground lease was entered into by and between the City of St. Helena and BRIDGE Housing Corporation (the "Ground Lease"). The Partnership, Hunt Avenue Associates LP then sub-leased the land on which the Project was built from BRIDGE. The initial lease term was for 55-years commencing on August 7, 1991, expiring in 2046; and

WHEREAS, on June 11, 1991, the City Council approved a resolution approving a promissory note and deed of trust between BRIDGE Housing and the City related to fees due to the City in the amount of \$762,752 that were deferred at the issuance of the building permits. The outstanding balance on the loan is \$431,449 (the "Loan"); and

WHEREAS, BRIDGE and NVCH desire to apply for an new allocation of 4% Low Income Housing Tax Credits to be used to rehabilitate the Project; and

WHEREAS, in order to apply for tax credits, BRIDGE and NVCH have requested that the City execute a commitment letter stating the City's willingness to extend the term of the Loan for an additional 57 years, to enter into an Option to Ground Lease Agreement, that would allow the parties to enter into an extended ground lease for a term of 99 years if BRIDGE and NVCH secure construction financing for the proposed rehabilitation work, and to prepare and execute a commitment letter stating the City's willingness to provide a below market rate loan in the amount of \$800,000 to prepay the ground lease payments due under the terms of the ground lease, which loan would be repaid out of residual receipts; and

WHEREAS, the City Council of the City of St. Helena desires to grant authority and direct the City Manager to execute such commitment letters and option to ground lease agreement in accordance with the terms set forth in this Resolution;

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

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

SECTION 2. Approval of Loan Extension Commitment Letter. The City Council authorizes and directs the City Manager to execute a loan extension commitment letter in substantially the form included in the staff materials that accompany this resolution, to extend the term of the existing loan for the Hunt's Grove Apartments for an additional 57 years from the current maturity date of February 1, 2024 to February 1, 2081, and changing the interest rate from 3% per year, to the applicable federal rate at the time of closing on the construction financing for the rehabilitation of the Hunt's Grove Apartments, subject to minor modifications approved by the City Manager in consultation with the City Attorney.

SECTION 3. Approval of Option to Ground Lease Agreement. The City Council authorizes and directs the City Manager to execute an Option to Ground Lease Agreement in substantially the form included with this resolution with BRIDGE and NVCH, or a limited partnership established by BRIDGE and NVCH to own and operate the Hunt's Grove Apartment, subject to minor modifications approved by the City Manager in consultation with the City Attorney.

SECTION 4. Approval of Ground Lease Payment Commitment Letter. The City Council authorizes and directs the City Manager to execute a loan commitment letter for a loan a limited partnership established by BRIDGE and NVCH to own and operate the Hunt's Grove Apartment in an amount not to exceed \$800,000 for the prepayment of lease payments due under the proposed Ground Lease Agreement, which loan shall be repaid from a pro rata share of residual receipts from the Project, shall have an interest rate 3% per year simple interest, and a term of 57 years from the close of escrow on financing for the rehabilitation of the Project. The loan commitment letter shall be in a form as approved by the City Manager in consultation with the City Attorney

PASSED, APPROVED AND ADOPTED by the City Council of the City of St. Helena, California, at a regular meeting held on this 22nd day of August, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Jamison Dohring, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

August 22, 2023

California Tax Credit Allocation Committee
915 Capitol Mall, Suite 485
Sacramento, CA 95814



Dear TCAC:

This letter is to acknowledge that the City of St. Helena ("Lender") supports the rehabilitation of Hunt's Grove Apartments in St. Helena. In supporting the rehabilitation, the Lender will modify the project's loan with City of St. Helena for the single new tax credit partnership, to be controlled by BRIDGE Housing Corporation and Napa Valley Community Housing and its affiliates.

Below, please find a summary of the Lender's loans and modifications:

Source	Current Principal	Accrued Interest through May 1, 2024*	Total Principal and Interest	Current Interest Rate	Proposed Interest Rate	Extended Loan Maturity
City of St. Helena	\$243,187	\$188,262	\$431,449	3%	AFR at time of construction closing (estimated – May 1, 2024)	57 years

*Note: The accrued interest amount is subject to change.

New Committed Loan Amounts and Terms

Type	Source	Principal Amount	Accrued Interest through Projected Closing Date	Total Loan Amount	Interest Rate	New Loan Term
Loan	City of St. Helena	\$431,449	\$0	\$431,449	AFR at the time of construction closing	57 Years

BRIDGE Housing Corporation and Napa Valley Community Housing intend to sponsor a new Federal Low Income Housing Tax Credit project for the purposes of substantially rehabilitating Hunt's Grove Apartments. Hunt Avenue Associates, LP has site control for this project. BRIDGE Housing Corporation and Napa Valley Community Housing support the LIHTC application and will participate in the future ownership structure through Hunt Pradera II, LLC which will serve as the General Partner. A new tax credit partnership will also be created and Hunt Pradera II, LLC will serve as General Partner.

The City of St. Helena supports this project and will modify existing regulatory agreement and loans for the new tax credit financing. Modification includes extending the term of its loans and affordability restrictions for a 57-year term and restating the principal and accrued interest rate at the Applicable Federal Rate (AFR) at the date of the closing of the new financing. The Lender will also resubordinate its loans to the senior mortgage and senior residual receipts financing. The Lender may also allow additional financing subject to County program requirements.

Finally, the Lender's regulatory agreements and loans will be assumed by the new ownership entity and the assumption will take place upon the acquisition and prior to the commencement of the rehabilitation of this project. If you have any questions or require additional information, please contact **Mandy Kellogg** at (707) 312-1260.

Sincerely,

Anil Comelo
City Manager

OPTION TO GROUND LEASE AGREEMENT

This Option to Ground Lease Agreement (this “**Agreement**”) is entered into as of this ____ day of _____ 2023, by and amongst the CITY OF ST. HELENA, a municipal corporation, as optionor (“**City**”), BRIDGE Housing Corporation, a California nonprofit public benefit corporation (“**BRIDGE**”) and Napa Valley Housing Corporation, a California nonprofit public benefit corporation (“**NVHC**”), and their respective permitted successors and assigns hereunder (jointly and collectively, “**Optionee**”), with reference to the following facts:

RECITALS

A. WHEREAS the City is the fee owner of that certain real property located on Hunt Avenue in the City of St. Helena, California, as legally described in Exhibit A attached hereto and by reference incorporated herein (the “**Property**”).

B. WHEREAS Hunt Avenue Associates, A California Limited Partnership (“**Existing Owner**”), developed and owns in fee a multifamily residential building consisting of 55 rental units affordable to low-income households plus 1 manager’s unit (the “**Improvements**”) on the Property under that certain Sublease entered into by BRIDGE, as landlord, and Existing Owner, as tenant, dated August 7, 1991 (the “**Existing Sublease**”), which Existing Sublease was entered pursuant to the terms of that certain Second Amended and Restated Land Lease by and between the City, as landlord, and BRIDGE, as tenant, dated May 15, 1991 (the “**Existing Ground Lease**,” and together with the Existing Sublease, the “**Existing Leases**”).

C. WHEREAS Optionee desires to acquire Existing Owner’s interests in the Property and Improvements for the purpose of rehabilitating the Improvements (the “**Project**”). In furtherance thereof, Optionee has entered into that certain Purchase and Sale Agreement with Existing Owner dated August 1, 2023 (“**PSA**”), to acquire the Existing Owner and BRIDGE’s leasehold interests in the Property, and the fee interest in the Improvements from Existing Owner. Concurrent with the acquisition under the PSA, Optionee also desires to enter into a new ground lease with the City pursuant to which the City, Existing Owner and BRIDGE will terminate the Existing Leases, and the City will lease the Property to Optionee, subject to certain conditions as provided herein. As purchaser under the PSA, Optionee has the exclusive rights to negotiate with the City regarding a lease of the Property and rehabilitation of the Improvements.

D. In order to apply for Project financing, Optionee desires to obtain from the City, and the City desires to grant to Optionee, upon the specific terms and conditions set forth in this Agreement, the exclusive right and option to lease the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Option to Ground Lease
City of St. Helena – BRIDGE & NVHC
144.182/549668

Page 1

AGREEMENT

Section 1. Grant of Option; Termination of Existing Ground Lease. The City grants to Optionee the option to lease the Property and construct improvements to be located thereon for the consideration and under the terms and conditions set forth in this Agreement (the “**Option**”). Pursuant to the PSA, Existing Owner and BRIDGE have agreed to assign their respective rights, as tenants, under the Existing Leases to Optionee, have consented to the Option, and have agreed to terminate the Existing Leases concurrently with Optionee’s acquisition of the Improvements and execution of the Ground Lease described under this Agreement.

Section 2. Term of Option: Exercise.

a. Term and Extension of Term. The term of the Option (the “**Term**”) shall be for a period commencing on the date of this Agreement and ending on the earlier of: (i) June 30, 2025, or (ii) termination of the PSA (the “**Initial Term**”), unless extended. During the Term, Optionee and City agree to negotiate in good faith to complete all of the terms and conditions of the ground lease of the Property from the City to Optionee consistent with this Agreement (upon completion of such negotiations, the “**Ground Lease**”). The Term shall end on the date set forth above or, if earlier, on the effective date of the Ground Lease.

b. Exercise of Option. Before the expiration of the Term and at any time following the City’s approval of the Ground Lease contemplated under this Agreement, and, so long as the Optionee is not then in default under this Agreement or any other agreements with the City, Optionee may exercise the Option by giving written notice to the City (the “**Option Notice**”). Notwithstanding the foregoing, Optionee’s right to close on the Ground Lease shall be conditioned on obtaining the construction financing necessary to acquire the Property and develop the Project.

c. Expiration. The Option shall expire at midnight on the last day of the Term. If the expiration of the Term falls on a Saturday, Sunday or legal holiday in the State of California, then the Option may be exercised on the next following business day. Upon termination of the Option and a written request by the City, Optionee shall sign and deliver a quitclaim deed or such other document as may be reasonably required by the City to evidence the termination of the Option.

Section 3. Option Consideration. The Option is granted in consideration of Optionee’s obligation to negotiate in good faith for the Ground Lease and for advancement of the Project. The Option consideration is related to the Option only and in no way relates to Ground Lease payments that will be owed to the City.

Section 4. Ground Lease of the Property. City staff shall prepare the initial form of ground lease substantially in the form used by the City for projects in which the City is fee owner of property to be developed for affordable housing. The Ground Lease shall be in accordance with the following:

a. Term of Ground Lease. The Ground Lease shall become effective immediately following the full execution by the parties thereto and shall end ninety nine (99) years from such date.

b. Taxes and Assessments. The Optionee shall be responsible for the payment of any and all property taxes and assessments levied against the leasehold estate and the Property during the term of the Ground Lease subject to any abatement available therefrom.

c. Project Use. The Project shall be used during the term of the Ground Lease only for affordable housing and 100% of the residential housing units therein, (except any manager units) in the Project shall be both rent-restricted and occupied by households earning no more than 120% or less of the Area Median Income (“*AMI*”) with at least twenty-seven (27) of said units restricted to households earning 80% AMI as determined and published by TCAC and derived, in part, by income limits from the United States Department of Housing and Urban Development for the County of Napa, adjusted for household size, and approved ancillary uses, including the provision of community services.

d. Rent. The Optionee shall pay the landlord a capitalized rent payment in the amount of \$800,000 upon commencement of the Ground Lease. The rent shall be paid by landlord taking back a residual receipts note for the full amount of the capitalized rent, with a term of 57 years and an interest rate of 3% per annum.

e. Construction and Operation of the Project. The Optionee shall be responsible, at its sole cost, for construction, operation and maintenance of the Project during the Ground Lease term.

f. Title to Property. The Ground Lease shall provide that the City will own fee title to the land, and the Optionee will own fee title to all improvements constructed or otherwise located on the land, during the Ground Lease term.

g. Disposition of Improvements at End of Lease. At the end of the Ground Lease term, fee title to all the improvements shall vest in the City without further action of any party, without any obligation by the City to pay any compensation therefor to the Optionee and without the necessity of a deed from the Optionee to the City.

h. Mortgagee Protections. The Ground Lease shall include standard mortgagee protection provisions.

i. Defaults; Right to Cure. The City will provide any notice of any defaults under the Ground Lease to the Optionee’s limited partners and lenders, and allow any such parties the right to cure a default by the Optionee under the Ground Lease. Pursuant to the terms of the Ground Lease, City shall not be entitled to terminate the Ground Lease following any uncured default by the Optionee during the fifteen (15) year

tax credit compliance period for the Project, except if such default is failure to pay rent or use the Property for affordable housing.

j. Encumbrances. The Ground Lease will permit the Optionee to encumber its leasehold interest in the Property to secure any loans deemed necessary by the Optionee, as approved by the City. Any funds from a loan secured by the Property must be used for the development, maintenance, rehabilitation or operation of the Property or Improvements.

Section 5. Closing.

a. Expenses. All expenses, fees or costs (except attorneys' fees and costs) incurred in connection with the Ground Lease of the Property, including, but not limited to, city and county documentary transfer tax, conveyance taxes, recording charges (if any) and costs of title insurance shall be borne by the Optionee. Each party shall bear its own attorneys' fees and costs incurred in connection with negotiation and execution of this Agreement and the Ground Lease.

b. Proration of Taxes. Real property taxes on the Property shall be prorated as of the date of closing of the Ground Lease.

c. Title Insurance. The closing of the Ground Lease shall be conditioned on the issuance to the Optionee of an ALTA leasehold policy of title insurance, from a title company chosen by the Optionee, insuring the Optionee's leasehold interest in the Property subject only to reasonable exceptions approved by the Optionee.

Section 6. Notices. All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served to the parties at the following addresses when (i) mailed by certified mail, postage prepaid, return receipt requested; (ii) sent by express delivery service, charges prepaid with a delivery receipt; or (iii) personally delivered when a delivery receipt is obtained:

City: City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attn: City Administrator

Optionee: BRIDGE Housing Corporation
600 California St, Suite 900
San Francisco CA 94108
And

Napa Valley Housing Corporation
150 Camino Dorado,
Napa, CA 94558

All notices so delivered, mailed or sent shall be deemed received as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the notice was returned as undeliverable. Either party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other party in the manner provided in this Section 6. Any notice required under this Agreement that is sent by a Party shall be sent to, or contemporaneously copied to, all of the other Parties.

Section 7. Assignment of Option. Without the prior written consent of the City, Optionee may assign its rights and obligations under this Agreement to a limited partnership in which BRIDGE and/or NVCH, or their respective corporate affiliates, are general partners. Optionee shall provide written notice and a copy of an assignment agreement executed by Optionee and its permitted assignee within five (5) business days after such assignment of this Agreement.

Section 8. Binding Effect. This Agreement and its terms and conditions shall bind upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

Section 9. Time. Time is of the essence of this Agreement.

Section 10. Further Documents. Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

Section 11. Commission. Each party to this Agreement represents to the other party that it has not engaged or used the services of any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of this Agreement or the Ground Lease, and each party to this Agreement agrees to hold the other party harmless from any loss, damage, expense or liability, including attorney's fees, resulting from any claim by any person, firm or corporation based upon its having acted as broker or finder on behalf of said indemnifying party.

Section 12. Captions. The captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

Section 14. Entire Agreement; Signatures. This Agreement contains the entire agreement between the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting the matters set forth.

Section 15. Attorneys' Fees. In any action between Optionee and the City to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover costs of suit and expenses including, without limitation, reasonable attorneys' fees.

[Signature Pages Follow]

IN WITNESS WHEREOF, the authorized representatives of the undersigned Optionee have executed this Agreement as of the date first written above.

OPTIONEE

NAPA VALLEY HOUSING CORPORATION, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

BRIDGE HOUSING CORPORATION
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

[Signature Pages Continue]

IN WITNESS WHEREOF, the authorized representatives of the undersigned City have executed this Agreement as of the date first written above.

CITY

CITY OF ST. HELENA, a municipal corporation

By: _____
City Administrator

APPROVED AS TO FORM:

City Attorney

Attest:

City Clerk

EXHIBIT A

Property Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ST. HELENA COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Commencing at a point on what is known as the D. O. Hunt line, at the most Southern corner of the tract of land conveyed to the Town of St. Helena by deed recorded January 23, 1901 in [Book 67 of Deeds, Page 331](#), said Napa County Records (said point being the Northeastern end of Hunt Avenue); running thence North 28 degrees East, along said D. O. Hunt line, 930.6 feet; thence North 62 degrees West 234.63 feet; thence South 28 degrees West 930.6 feet; thence South 62 degrees East, to and along the Northeastern end of Hunt Avenue, 234.63 feet to the point of commencement.

APN: 009-030-019-000



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	August 22, 2023
FROM:	Joseph Leach, Public Works Director and City Engineer, Lesley Milton, Asst. to the City Manager
SUBJECT:	Provide demonstration of draft Capital Improvement Program Project Disposition Portal and receive input.
RECOMMENDED ACTION:	Review the portal and ask questions as necessary.
PREVIOUS COUNCIL ACTION:	The City Council approved the 5-year Capital Improvement Program on June 13, 2023.
STATEMENT OF THE PURPOSE:	A visual demonstration of a public facing dashboard so the Council and the public can view the status of CIP Projects.
FINANCIAL IMPACT:	There is no fiscal impact associated with this item. This is for information only.

BACKGROUND:

The City of St. Helena Capital Improvement Program (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources for fiscal years 2023-24 through 2027-28. The CIP does not appropriate funds but rather functions as a budgeting and planning tool which supports actual appropriations that are made through budget adoption.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in the five divisions: Civic, Streets, Water, Wastewater and Stormwater.

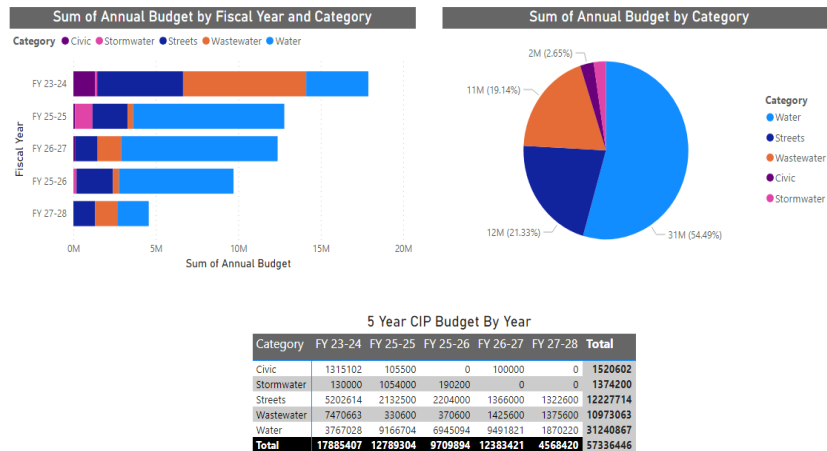
The City's FY 2024-2028 CIP consists of 100 projects in five divisions totaling approximately \$57.4 million over a five-year period with \$17.9 million of the projects slated for FY 2023-24. Of the \$17.9 million in FY 2023-24, \$1.34 million are for costs associated with CIP S-52 Wastewater Treatment Plant Upgrades.

DISCUSSION:

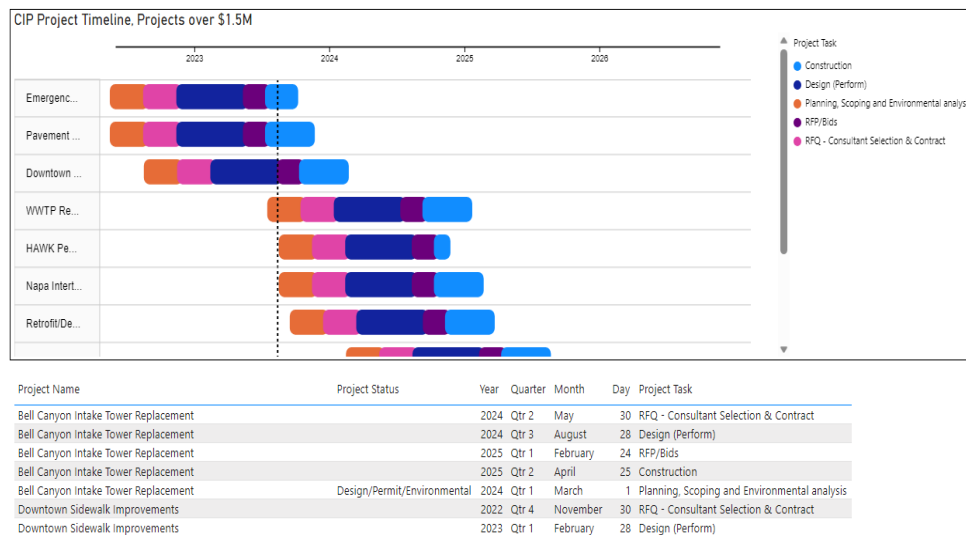
The City is committed to transparency in government by making project information available online. Utilizing this new tool, the public can track the progress of all active City CIP projects on our CIP Project Status Portal available on our City website. This portal contains statistics and status updates for each project for the benefit of the public in an effort to engage our citizens and provide timely information regarding CIP projects. This portal will be updated quarterly (i.e. sometimes more frequently) and is interactive to be able to "drill down" into the details of a specific project.

At the Council Meeting, staff will demonstrate the interactive nature of the dashboard and the ability to review the full project list, status of individual projects, total dollars spent to date, etc. A few Snapshots of the portal are included below:

City of St. Helena 5-Year Capital Improvement Program 2023-2027



City of St. Helena 5-Year Capital Improvement Program
Timeline for Projects over \$1.5 Million



Please note that this project is intended to be a work in progress and information can be added or modified as projects progress.

This effort is in alignment with the 2023 [Council adopted Goals](#); Financial Sustainability, Infrastructure and Environmental Sustainability and Water Security but also the City Manager Goals of Organizational Effectiveness & Service Delivery and Capital Improvement Program.

ENVIRONMENTAL REVIEW: This is not a CEQA project.



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	August 22, 2023
FROM:	Cindy Tzaopoulos, City Clerk
SUBJECT:	Consideration and Proposed Approval of: 1. Designating a Voting Delegate on Behalf of the City of St. Helena City Council; and 2. Designating Alternate Voting Delegates; and 3. The City Council authorizes the Voting Delegate and/or Alternate Voting Delegates to vote on any proposed resolutions on behalf of the City at the League of California Cities Annual Conference Business Meeting.
RECOMMENDED ACTION:	Consideration and Proposed Approval of: 1. Designating a Voting Delegate on Behalf of the City of St. Helena City Council; and 2. Designating Alternate Voting Delegates; and 3. The City Council authorizes the Voting Delegate and/or Alternate Voting Delegates to vote on any proposed resolutions on behalf of the City at the League of California Cities Annual Conference Business Meeting.
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	To appoint a voting delegate and alternates to represent the City of St. Helena at the League of California Cities Annual Conference Business Meeting.
FINANCIAL IMPACT:	There are no fiscal impacts.

DISCUSSION:

The League of California Cities provides legislative advocacy, professional development, and educational resources for incorporated cities and towns in California, including the City of St. Helena.

The League of California Cities Annual Conference is scheduled for September 20 - 22, 2023, at the SAFE Credit Union Convention Center in Sacramento. The Cal Cities General Assembly will convene on the last day of the conference for the Annual Business Meeting in order to potentially consider and take action on resolutions that establish League policy. Cal Cities did not receive any general resolutions by the July 22 submission deadline. There is still the possibility that petitioned resolutions may be introduced onsite at the conference by members.

Each member city of the League of California Cities may, with the approval of the City Council, designate a city official as their Designated Voting Delegate and, in the event that the Designated Voting Delegate is unable to serve in that capacity, up to two Alternate Voting Delegates may vote.

Designated Voting Delegates and Alternates must be registered to attend the Annual Conference. A staff member can be appointed to fill the voting role in the event that no Council Member plans to attend, or as an alternate delegate.

Currently Mayor Dohring, Vice Mayor Hall, Council Members Chouteau and Summers and City Manager Comelo are registered to attend the conference.

DOCUMENTS ATTACHMENTS:

[2023 Voting Delegate Packet](#)



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](https://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.



How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).

For more information visit www.calcities.org/general-assembly