City of St. Helena
Regular City Council Meeting
Tuesday, November 14, 2023 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes. The Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.

Public comment **for meetings will be accepted via email to publiccomment@cityofsthelena.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 agenda.**

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

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. ADOPTION OF MINUTES

   At the conclusion of ADOPTION OF MINUTES the next item will be PRESENTATIONS AND PUBLIC RECOGNITIONS (taken out of order)

   5.1. Consideration and proposed approval of Regular Meeting Minutes of October 24, 2023 — 9 - 14

   Estimated start time: 6:05 p.m.

   10-24-2023 Regular City Council - Minutes

6. 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: 6:15 p.m.

6.1. Public Comment.Geoff Ellsworth
Petition - Inspection of the Levee
15 - 29

7. 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.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1. Dr. Christine Wu, Deputy Director of HHSA - Public Health Officer will provide an update on the current situation as it relates to COVID and what precautions the community could take.
31 - 44

Time certain start: 6:10

St. Helena City Meeting 11.14.2023

9. JOINT CITY COUNCIL AND FINANCING AUTHORITY NEW BUSINESS:

The St. Helena City Council will now convene the meeting as a joint meeting of the City Council and Financing Authority.

9.1. Authorizing a Resolution of the City Council of the City of St. Helena Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions; and
45 - 110

Authorizing a Resolution of the Board of the St. Helena Financing Authority Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions.

Estimated start time: 6:25 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
The Financing Team recommends the 15-year JP Morgan Chase option and recommends the City Council and the Financing Authority approve the resolutions authorizing the installment sale financing, approve the financing documents and allow staff to take all actions necessary to close the transaction.
Staff Report - Pdf

10.

The joint St. Helena City Council and Financing Authority will now convene the meeting as a regular City Council meeting.

11. STAFF BRIEFING

11.1. Police Department Annual Report 111 - 141

Estimated start time: 6:35 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
None
Staff Report - Pdf
Staff Report - Html

11.2. Visibility Triangle: Education & Enforcement 143 - 156

Estimated start time: 6:45 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Andrew Bradley, Asst. to the City Manager
Recommendation:
Informational/Educational only, no action required.
Staff Report - Pdf

12. 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: 6:55 p.m.

12.1. Receive and File FY 2022-23 Annual AB 1600 Report on Development Impact Fees. 157 - 167

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Receive and file Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2023.
Staff Report - Pdf

12.2. Consideration and proposed approval of a Resolution (1) Rescinding Resolution 2023-97; (2) Awarding the Pavement Restoration Project to Team Ghilotti Inc. in the amount of $1,687,141.00; (3) Requesting a budget appropriation for project R21-02 of $108,822.42 as the work is included in the contract; (4) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti Inc. in the amount of $1,687,141.00; (5) Authorizing a contingency not to exceed 15% of the total contract; and (6) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA). 169 - 177

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager, Mario Traverso, Project Manager
Recommendation:
Approve the attached Resolution.
Staff Report - Pdf

12.3. Quarterly Grant Report for FY 2024 Q1, for the period ending September 30, 2023 — 179 - 186

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Receive and file report.
Staff Report - Pdf

12.4. Proposed adoption of a Resolution (1) Authorizing the City Manager to sign a Grant Agreement (7GF23019), and potential subsequent amendments, with the State of California Department of Forestry and Fire Protection for Volunteer Fire Capacity, with a term that commences on the date of approval through June 30, 2024, in the amount of $17,555.09; 2) Authorizing the City Manager to sign form AD-1048, entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions". — 187 - 198

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Adopt the attached Resolution.
Staff Report - Pdf

12.5. Approval of a resolution authorizing execution of Amendment #1 to each of the On-Call Engineering Support Services vendors: Coastland Civil Engineering, West Yost Associates, and Haley Aldrich, Inc. for support of Capital Improvement Program projects. — 199 - 329

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the resolution authorizing the contract amendments.
Staff Report - Pdf

12.6. Consideration of a Resolution Approving a Performance Bonus and an Amended Employment Agreement with City Manager Anil Comelo effective July 26, 2023. — 331 - 350

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Approve the attached resolution.
Staff Report - Pdf

Public Comment.Rich Corsetti

12.7. Authorization of a resolution approving: (1) Professional Services Agreement with West Yost to prepare a Condition Assessment for the Louis Stralla Water Treatment Plant (LSWTP) CIP Project No. W18-111 for a not to exceed cost of $267,428, (2) authorize a budget transfer of $67,428 from Fund 561 Water Operations to Fund 763 Water Capital Improvement, and (3) authorize an increase to the Capital Improvement Project No. W118-111 from $200,000 to $267,428. 351 - 381

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the resolution and authorize execution of the professional services contract and requested budget amendment.
Staff Report - Pdf

12.8. Consideration and proposed approval of a Resolution supporting Napa Valley Transportation Authority's (NVTA) intention to place a measure on the November 2024 ballot with a Sales Tax Replacement Measure. 383 - 388

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Adopt the attached Resolution supporting NVTA intention to request the NVTA Board proceed with a November 2024 ballot measure.
Staff Report - Pdf

13. PUBLIC HEARINGS

13.1. Introduction and first reading of an Ordinance updating Chapter 3.32 related to development impact Fees, and approval of a Resolution adopting updates to the City's Development Impact Fees 389 - 495

Estimated start time: 7:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Introduce and waive first reading of an ordinance (Attachment B) amending Title 3 Revenue and Finance, Chapter 3.32 Development Impact Fees related to such fees; and approve a resolution (Attachment C) adopting the findings of the Development Impact Fee Update Study and updating the City's development impact fees.
Staff Report - Pdf

14. OLD BUSINESS

None

15. NEW BUSINESS

15.1. Consideration and Adoption of a Resolution granting an exemption to 497 - 517

the building permit condition of requiring a separate utility connection for the proposed accessory dwelling unit located at 1815 Spring Street.

Estimated start time: 8:50 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Adopt the resolution.
Staff Report - Pdf
Public Comment.Heather Peterson
1815 Spring Utility Exemption_111423 Presentation

15.2. Consideration and Adoption of a Resolution granting an exemption to the building permit condition of requiring a separate utility connection for the proposed accessory dwelling unit located at 1520 Pine Street. 519 - 568

Estimated start time: 9:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Adopt the resolution.
Staff Report - Pdf
1520 Pine Utility Exemption_111423 Presentation

16. CITY COUNCIL REPORTS:

16.1. 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

17. ADJOURNMENT

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

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on 14 Nov 2023.



Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda,

will be available for public review in the City Clerk's Office located at 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.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, October 24, 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

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

AYES: Mayor 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. APPROVAL OF MINUTES

5.1 Consideration and proposed approval of Regular Meeting Minutes of October 10, 2023.

Council Member Anna Chouteau moved to approve the Regular Meeting Minutes from October 10, 2023. 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

6. PUBLIC FORUM:

Pat Dell, Bonnie Schock, Eric Sklar, Grace Kistner, Citizen on behalf of Sarah Bertolli, addressed the City Council.

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

City Attorney Ethan Walsh reported there was no reportable action on either item from the Special City Council Closed session meeting.

Councilmember Hardy asked that a levy report be added as a future agenda item, Mayor Dohring agreed.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1 November Cancer Awareness Month Proclamation

9. STAFF BRIEFING

9.1 Public Works Director Joseph Leach to provide an update on a variety of traffic control measures.

10. 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)

10.1 Establishment of an ad hoc Water/Wastewater Exploratory Committee

CEQA Determination: Not a CEQA project
Recommendation:
Adopt the attached Resolution and seek applicants.

10.2 Fiscal Year 2023-24 First Quarter Finance Report.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Receive and file.

10.3 Consideration and proposed approval of a resolution declaring Laserfiche as a Trusted System for the management and retention of records

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
It is recommended by the City Clerk's Office that the Council, by resolution, declare Laserfiche as a Trusted System for the management of official City records and the automation of record retention requirements.

10.4 September 2023 Review and Forecasting of City Water Supply Availability

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and File.

10.5 Approval of a Resolution ratifying known additional expenditures in an amount of $54,326 related to Resolution 2023-106 Public Emergency for Remediation of Discolored Water and authorizing use of Water Operations Fund balance for the repairs.

CEQA Determination: Not a CEQA project
Prepared By: Joseph Leach, Public Works Director and City Engineer, Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the Attached Resolution

10.6 Second reading and proposed adoption of an ordinance amending Title 17 (Zoning) of the St. Helena Municipal Code and Amending the Zoning Map to be consistent with the General Plan and Expand the Historic Preservation (HP) Overlay Zone.

CEQA Determination: The City has determined that none of the conditions specified in State CEQA Guidelines section 15162 requiring preparation of a subsequent or supplemental EIR or MND would occur.
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
It is recommended that the City Council waive second reading and and adopt the ordinance (Attachment 10) (a) amending Title 17 (Zoning) of the St. Helena Code (ZOA 2023-001); (b) approving the amendments to the zoning map and finding them to be consistent with the General Plan land use map (ZMA 2023-001); and (c) approving the amendments to the zoning map implementing an expanded Historic Preservation Overlay District (ZMA 2023-001)

Council Member Lester Hardy moved to adopt consent as presented. 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. PUBLIC HEARINGS

11.1 First Reading to consider an update to the City's Development Impact Fees, adoption of a Development Impact Fee Update Study, and updates to the City's Ordinances Title 3 Revenue and Finance, Chapter 3.32 Development Impact Fees related to such fees.

(This item is continued to the November 14, 2023 regular City Council meeting)

11.2 Proposed Adoption of a Comprehensive User Fee Study Report and Resolution Adopting a Comprehensive Master Fee Schedule Establishing and Amending Certain User Fees for City Services.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Adopt the Comprehensive User Fee Study Report and approve the attached resolution amending the Master Fee Schedule.

Yosselyn Valencia, Finance Manager introduced the item.

Tony Thrasher, Willdan Consultant reported on this item.

No public comment was received.

Vice Mayor Eric Hall moved to amend the motion to include an amendment to monitor the comprehensive user fee report and keep it up to date. Council Member Hardy agreed with the amendment. The motion was seconded by Council Member Lester Hardy 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

12. OLD BUSINESS

None

13. NEW BUSINESS

None

14. CITY COUNCIL REPORTS:

14.1 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

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 7:08 p.m.

APPROVED: **ATTEST:**

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

Cindy Tzafopoulos

From: Geoff Ellsworth <geoffellsworth@yahoo.com>
Sent: Thursday, November 9, 2023 11:13 AM
To: Cindy Tzafopoulos; Anil Comelo
Subject: [External] ST. HELENA - NAPA VALLEY, CA - NEWSOM AND PELOSI HAVE OBLIGATION TO CONSIDER PROBLEMATIC CLOVER FLAT LANDFILL - FIRES, CONTAMINATION, SOCIAL JUSTICE

"

To St. Helena Mayor Dohring, City Manager Comelo, and City Attorney Walsh and St. Helena City Staff - please include this email in public comment for next City Council agenda. Thank you.

Please see new documentary episode and media statement below related to Clover Flat Landfill and Upper Valley Disposal Service.

NEW - EPISODE 5 of Garbage and Greed: Trashed in the Napa Valley 🎬 *Click link and scroll to Episode 5*

In 2020 the Glass Fire wildfire burned through the upper Napa Valley, California and burned significant portions of the Clover Flat Landfill facility.
These are the stories of some of the Latino workers of Clover Flat Landfill and Upper Valley Disposal Service of their experiences working for the company during the Glass Fire.

General 3 — GARBAGE & GREED: TRASHED IN NAPA VALLEY

Is there really not one staff member or elected official in St. Helena or Napa County with the ethical constitution to address the public health/safety issues and large scale issue of civil rights abuse, discrimination and systemic/institutional racism in Napa County occurring with Upper Valley Disposal Service and Clover Flat Landfill? Is this really the legacy you want for St. Helena and yourselves with a company you continue to contract with?

The recent sale of the company to Waste Connections has not addressed many of the concerns related to public health/safety, management problems or accountability.

UVDS/Clover Flat Landfill employee complaints have now gone to OSHA, CalEPA, the Mexican Consulate, the Ca. Dept of Civil Rights and other relevant state and federal level agencies related to day-to-day mistreatment of employees, discrimination and workplace safety concerns, as well as impacts from fires and contamination, including the Glass Fire of 2020 and misreporting by UVDS (the company you contract with) of that incident to state level agencies.

The growing regional discussion related to lack of hazard pay and disaster insurance for farmworkers/ag workers will merge with this deplorable treatment of Latino landfill and waste workers in Napa County by this company that the City of St. Helena continues to stand by without question.
This will catch up to St. Helena - you should be on the right side of it now.

How you can continue to look the community you serve in the eyes, including with over 50% of the students in our public schools of Latino background while turning a blind eye to this blatant racial injustice is beyond reprehensible and does not align with the basic tenets of governance or human decency in the city, state or country.

This material is also being provided to local school leadership and the community for their deep consideration.

Your continued silence and disengagement on this issue implies consent to this indefensible and unacceptable situation.

Geoff Ellsworth
Former Mayor of St. Helena
2018-2022

Media Intro:

I wanted to make you aware of information going out this week regarding concerns related to Upper Valley Disposal Service/Clover Flat Landfill (now owned by Waste Connections) in upper Napa County, Ca, particularly related to worker impacts from the Glass Fire wildfire of 2020 impacts on Clover Flat Landfill, and on a day-to-day basis, **as seen in this new short documentary episode of Garbage and Greed: Trashed in Napa Valley.**

Included below is an accompanying media piece for additional context. The written piece is more extensive than a standard press release, but I believe important to more fully frame the situation for in-depth reporting and consideration, **including that Governor Newsom and Congresswoman Pelosi have an obligation** to consider this matter due to their long term involvement and investment in the upper Napa Valley, where this has been the sole garbage/waste collection company for the past 60 years and operating on exclusive local government contracts from St. Helena, Yountville, Calistoga and the County of Napa.

More long-term workers from UVDS are bringing complaints forward to OSHA, the EPA, the Ca. Civil Rights Dept., the Mexican Consulate and other relevant public agencies with the intent to bring better protections in the future for these workers, their families and the Napa County community.

Next steps will include more coverage of these complaints in this documentary series.

An aspect I believe should be considered in this is that while each of the many oversight agencies involved here may have a specific purview of oversight in a situation such as this, **it is the social justice policies of each agency** that provide the administrative tools for a comprehensive look at this very unfortunate situation.

Best, Geoff Ellsworth - 323-691-9621
Former St. Helena Mayor
2018-2022

FOR MEDIA:

Napa County, California - Clover Flat Landfill - Fire and Contamination Concerns for Latino Workforce - Governor Newsom and Congresswoman Pelosi have an obligation to consider.

The City of St. Helena in Napa County has been exclusively contracted to use Upper Valley Disposal Service/Clover Flat Landfill for waste/garbage services for the previous 60 years with no competitive bidding.

Upper Valley Disposal Service/Clover Flat Landfill (UVDS/CFL) in the Upper Napa Valley, California has a history of dozens of fires, large scale contamination events, and other significant and concerning incidents including employees exposed to unregulated radioactivity and an employee death. Recently, many current and former employees have filed official complaints alleging workplace safety issues and concerns of discrimination towards the primarily Latino workforce.

Because Ca. Governor Gavin Newsom and former Speaker of the House Congresswoman Nancy Pelosi each have a significant long term presence and involvement in the Upper Napa Valley, I believe they have an obligation to be fully informed on these matters, and to weigh in.

While it has been suggested Governor Newsom and Former Speaker Pelosi have only a tangential connection to the problematic issues at UVDS/CFL, due to their significant level of involvement in the upper Napa Valley I would have to respectfully disagree.

To be clear, I am a progressive Democrat and in many cases my agenda aligns with those of Governor Newsom and Congressperson Pelosi, however the large scale issues of public health and safety in these matters transcend all political lines.

In this case the concerning incidents regarding this landfill garbage company seem wholly inconsistent with the agendas of Governor Newsom and former Speaker Pelosi, including large scale wildfire safety concerns and potentially discriminatory practices towards the primarily Latino workforce, which is why I brought these incidents to the attention of their offices on numerous occasions, as well as to the offices of many other public officials in the Napa County area.

The complaints have been registered with the Napa County District Attorney, the EPA, OSHA, CalFire, the Ca. Regional Water Board, the US Dept. of Justice and other public agencies.

As mayor of St. Helena, California from 2018-2022 in the center of the upper Napa Valley, I viewed the health and safety risks existing at Clover Flat Landfill/Upper Valley Disposal Service as a matter of significant concern to all of my constituents and our neighbors in the upper Napa Valley and beyond.

The upper Napa Valley is a very small geographic region, roughly just 1 to 5 miles wide by 20 miles long from Calistoga to Yountville where everyone, no matter their political affiliations or business considerations, has a community obligation in protecting the health, safety and economic interests of neighbors, co-investors, and all who live, visit, and work here, including related to wildfire.

The involvement in upper Napa Valley of Gov. Newsom and former Speaker Pelosi, extends back decades - they are not just staying at a resort in the upper Napa Valley for a few days a year but rather they have been heavily invested for many years in wineries, resorts, residences and political fundraising in the upper Napa Valley; their own holdings and those of the establishments they patronize all are serviced by this one problematic monopoly garbage company - Upper Valley Disposal Service/Clover Flat Landfill.

I also believe trade groups such as the Napa Valley Vintners, Napa County Farm Bureau and other wine industry and trade organizations, as well as local public agencies have an obligation to fully consider all evidence in this matter, particularly related to fire/smoke risk, contamination risk and concerns of racial discrimination.

These contamination and fire hazard issues have been covered in various regional and national media, including USA Today, the Guardian, CBS Bay Area News, Fox Business News, the Santa Rosa Press Democrat and the Napa Valley Register.

Because of the large scale human health and safety factors, concerns regarding potential discrimination and large scale economic risks of contamination, smoke and fire to the tens of thousands of residents of the upper Napa Valley, as well as the multi-billion dollar Napa Valley wine and tourism industries, I have also made information about the problems with Clover Flat Landfill and the UVDS Whitehall Lane site available to the Wall Street Journal, Politico, the New York Times, the LA Times, the San Francisco Chronicle, the Sacramento Bee, and numerous other news agencies and periodicals, as well as public agencies, government officials and politicians at levels ranging from local and regional to California state and federal levels.

In late 2022/early 2023 UVDS/CFL was sold to Waste Connections, which operates waste facilities across the country, and says it focuses on rural and suburban communities. These no bid contracts were unanimously transferred over to the new company by a local Joint Powers Authority - the Upper Valley Waste Management Agency, with no public discussion or consideration of the public's concern. I had

hoped the change in ownership would bring a more safety conscious and equitable management to UVDS/CFL.

Thus far the new company has been unwilling to acknowledge many of the concerns brought forward on the fire and environmental issues, and has rejected accountability to the workforce and community for past impacts. Now it is threatening legal action against me if I continue to voice concerns.

This will not dissuade me from continuing to voice my concerns, including the fact Waste Connections has retained Christy Pestoni from the prior ownership/management as Director of Government and Environmental affairs for UVDS/CFL. Ms. Pestoni has been a central decision maker in the long term problematic aspects of the company.

I remain hopeful that Waste Connections will come to understand they may not have fully understood the full scope of the problematic operations they acquired with UVDS/CFL and once they do will show a willingness to resolve the problems.

The history of the company over the previous decade includes dozens of fires, a horrendous employee death, the long term storage of unregulated radioactive waste, a chemical explosion, contamination of a primary water/irrigation source for the Napa Valley wine/agricultural industry, unpublicized large scale increases of fire prone out-of-county waste brought into Clover Flat Landfill, and efforts to obscure the toxic impacts of the Glass Fire wildfire burning of the Clover Flat Landfill facility in 2020.

In early 2023 the Ca. Regional Water Quality Control Board levied a $614,000 fine against UVDS/CFL involving contamination incidents related to closure of a portion of the Napa River that serves as a community water resource and directly irrigates many Napa Valley grape vineyards.
It should be noted that Napa Valley agricultural lands are amongst the highest valued agricultural lands in the United States, thus economic as well as health/safety aspects must be considered regarding any significant contamination incident involving the Napa River.

In 2019/2020 the EPA and San Francisco Regional Water Quality Control Board required PFAS testing at Clover Flat Landfill and the associated Golder Report sampling report stated "PFAS were detected in all groundwater, leachate, and leachate/condensate samples collected."
PFAS are "forever chemicals" negatively impactful to human health and associated with incidents such as large-scale shut down of agricultural fields in Maine in the past few years.
Leachate is contaminated garbage wastewater.
Video evidence has recently come forward of waste-based compost at the Upper Valley Disposal Service Whitehall Lane site just south of St. Helena sold as "organic compost", but being treated/moisturized with contaminate, untreated leachate waste pond water. This is waste water infused with heavy chemicals to obscure odor issues.

Not only does Clover Flat Landfill/UVDS pose a large scale risk of contaminating the Napa Valley, with associated health and economic risks, but the garbage/waste also creates significant fire and toxic smoke risk from volatile waste related fuel loads processed at Clover Flat Landfill, located in a recognized Cal Fire high wildfire risk area.

It is important to understand that landfills are not just dirt covering garbage, but large scale, fire prone methane processing facilities with vulnerable infrastructure and vulnerable employees – and very little margin for error, particularly if located in high wind, high wildfire risk areas such as Clover Flat Landfill with limited ingress/egress.

Organic garbage waste, as it degrades, produces methane, a highly flammable explosive landfill gas. The landfill thus also poses a risk of starting and/or spreading wildfires which are increasingly common and increasingly uncontrollable in this era of climate disruption.

In 2020 the Glass Fire wildfire, a significant northern California wildfire, burned considerable portions of the Clover Flat Landfill site, including its methane and leachate systems, as well as paint and oil storage areas.
UVDS management apparently sought to hide that fact from the public, quickly removing or attempting to obscure evidence that the site had burned, as well as providing inaccurate messaging to the local newspaper, the St. Helena Star/Napa Register, that the landfill was untouched by the Glass Fire.
Such messaging failed to acknowledge to employees or the community at large that the burning landfill was releasing toxic smoke and other discharges from the burning landfill.

The CFL Management's effort to conceal evidence of the Glass Fire burning Clover Flat Landfill also put their workers at risk. According to workers at CFL, the Management, including Christy Pestoni, directed UVDS/CFL's almost exclusively Latino workforce to put out continuing log fires with untreated leachate garbage wastewater, to cut down and grind burned trees and logs in precarious locations with a rented wood chipper, and to conceal evidence of the burned area with wood chips, creating further fire/smoke hazards.

The deployed workers say they were not provided proper protective or respiratory gear and were not trained in fire fighting protocol or management of hazardous materials/smokes/vapors related to a burning landfill, in a situation that should have required certified HazMat involvement.

Workers at CFL contend that for years UVDS has directed its employees to suppress onsite fires with untreated leachate garbage wastewater without adequate respiratory gear, an unthinkable practice which could have significant long term respiratory impacts due to the associated smokes and vapors of such a practice.

Over the course of its 60-year operation, CFL has accrued a long litany of violations related to contamination and fires, as well as many lawsuits brought against them by employees, community members and environmental organizations.

The risks arising from the location of the Clover Flat Landfill and its mismanagement call to mind the circumstances that led to the Johnstown Flood disaster in Pennsylvania in 1889.
The city of Johnstown was located in a valley with a dam located above the level of the town in the hills at the top of the valley. The structural integrity of the dam had been compromised for the benefit of a private fishing club that had national level political sway through its connection to the Pittsburgh, PA area steel industry. In 1889 the dam gave way flooding the valley of 30,000 people.

As previously noted, the location of the Clover Flat Landfill on the side of a mountain at the top of the long upper Napa Valley creates a heightened risk that contaminants from the site and or associated fire risks, will impact the valley residents and visitors, and the residential, commercial and agricultural properties below the landfill.

UVDS/CFL ownership has long been influential in regional and state level politics, to the point where the problems and risks are not being fully considered. The Pestoni family, the former long term owners of UVDS/CFL and the associated Pestoni Family Winery, have supported and donated heavily to many local, state and national level political campaigns, including those of Ca. State Treasurer Fiona Ma, current Ca. State Assembly Speaker Pro Tempore Cecelia Aguiar-Curry, and other federal and state level elected officials such as US Representative Mike Thompson and Ca. State Senator Bill Dodd, both from the Napa Valley area, as well as US Senator Alex Padilia, and Napa County Sheriff Oscar Ortiz. UVDS' political connections likely have been a factor in the willingness of the local Joint Powers Authority to grant UVDS/CFL their long-term exclusive contracts without any competitive bidding.

The new owner, Waste Connections, has kept Pestoni family members on in high level management positions, perhaps in part to benefit from the prominence of the Pestoni family name in Napa County civic affairs and their relationship with powerful politicians.

With public contacts such as these given to a private company, there remains a responsibility to the very public that awards them such entitlements. Given the long term lack of transparency and misleading public statements and reports that came from UVSD/CFL when it was owned by the Pestoni family, it is not unreasonable to assume that Waste Connections may not understand the full scope of problematic operations they were purchasing and inheriting.

Ultimately, I believe facts bear out that both the Clover Flat Landfill and the UVDS Whitehall Lane waste site just south of St. Helena are wholly inappropriate locations for large scale waste processing and should be decommissioned with operations transferred to more fire safe, less environmentally/community sensitive locations, using Superfund (CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act) processes if necessary.

It is also important for Waste Connections to consider significant restitution for employees and community members impacted by mismanagement of UVDS/CFL over time, and for processes to be put in place for the health needs of employees and community members impacted over time by that mismanagement.

The decommissioning of the waste sites should occur in conjunction with deeper investigation and financial auditing related to the UVDS/CFL Glass Fire response in 2020 as well as day to day operations, including transportation protocols for radioactive materials on local, state and federal roadways. Auditing should also address matters of UVDS/CFL insurance and employee retirement packages.

Both Governor Newsom and Representative Pelosi have long-standing deep relations with the upper Napa Valley extending back for decades. They are heavily invested in wineries, resorts, and residences in the upper Napa Valley, all of which are serviced by this one problematic monopoly garbage company. Their own investments are threatened if the mismanagement at Clover Flat Landfill were to result in major water, air, or smoke contamination of the valley.
Because of their long term involvement in the upper Napa Valley and what I believe to be the values associated with their political platforms, perhaps they more than anyone have a responsibility to assess and consider positive solutions to address the situation at Upper Valley Disposal Service/Clover Flat Landfill.

Were Governor Newsom and Representative Pelosi to publicly support the need for improved management and accountability of UVDS/CFL, such visible public action could free local officials and regulatory agencies from the fear that UVDS/CFL is too politically connected to be properly regulated and managed.

And despite differences that occur between political party affiliations, I believe most of us share many of the same basic values with respect to issues such as community and worker health and safety, wildfire prevention, and protection of water sources.

As a private citizen I intend to continue my efforts to raise awareness at the local, state and federal levels, including with OSHA, the EPA and the US Dept. of Justice, about the significant problems associated with Upper Valley Disposal Service/Clover Flat Landfill.

I invite Governor Newsom and Congressperson Pelosi to join me in understanding and confronting these problems in a positive manner.

Geoff Ellsworth

Geoff Ellsworth was the mayor of St. Helena/Napa County, California from 2018-2022.

The undersigned petition to the City of St. Helena requests the City expedite the contract with Mead and Hunt's inspection of the levee to enable repairs before the rainy season begins.

Personal inspection of the levee has shown significant issues and if the city does not respond quickly, they are negligent and could be held liable for the damage to homes as a result of a failed levee. We request the city immediately have Mead and Hunt inspect the levee so that repairs can be made before the rainy season begins. Starting the contract in December, which is the historical start of the rainy season, does not show responsibility for the safety of people protected by the levee.

PRINT	ADDRESS	SIGNATURE
Bruce E Mavis	25 San Lucas Ct	Bruce E Mavis
MARY THOMAS WEST	3 LAGUNA SECA ct	
LAURETTA CECCHINO	5 Los Robles Ct	
BETTE ANTOR	3 DEL RIO COURT	Bette Antor
Elizabeth Green	Elizabeth Green	2 Laguna Seca
Robin McGuire	Robin McGuire	4 Los Robles
Joyce Cahill	34 Redondo ct.	
Janet Schmidt	12 Del Campo Ct	
Chris Killion	11 La Cuesta Ct	
[illegible] Brake	15 REDONDO CT	
Ruth Wood	34 Redondo Ct.	Ruth Wood
Priscilla Dell	25 San Juan Court, St Helena	
Eric Sklar	1610 Kearney St St Helena	
Bonnie Schoch	52 Laguna Seca Ct St Helena	Bonnie K Schoch
GRACE KISTNER	25 SAN JUAN COURT ST. HELENA	
DOUG SCHMIDT	12 DEL CAMPO CT ST HELENA	Doug Schmidt
GERRY GALLEGER	23 SAN JUAN CT ST. HELENA	
JOAN BUCHHOLZ	9 San Juan Ct St. Helena	Joan K. Buchholz
~~ATTENDANCE ASTER~~	26 SAN JUAN CT., ST. HELENA	
Michael Beglin	3 San Lucas St. Helena	Michael Beglin
CAROL HAVENS	21 LAGUNA SECA St Helena	
Inger Laidley	11 del Campo Ct. St. Helena	S C Laidley
NANCY TONE	10 La Cuesta St Helena	
Linda Louise Titus	38 Laguna Seca Court, St. Helena	Linda Louise Titus
Dennis Hansen	5 San Lucas Ct. St. Helena	
Diana Mauldi	14 Redondo Ct St	
FRANCES B GAILEY	6 LAGUNA SECA CT St	Frances B. Gailey
John McCready	4 Los Robles Ct St	
Jeanette Cheeseman	36 Laguna Seca CT St CA	

Please return this Petition to Patricia Dell 25 San Juan Court Saint Helena CA 94574 This petition must not be

The undersigned petition to the City of St. Helena requests the City expedite the contract with Mead and Hunt's inspection of the levee to enable repairs before the rainy season begins.

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PRINT	ADDRESS	SIGNATURE
MIKE BURNS	11 SAN JUAN CT.	
PAUL PIAZZA	49 LAGUNA SECA	
CRAIG AUSTIN	1 SAN JUAN CT.	
ELEANOR REESS	10 SAN JUAN CT	
Teri Sralla	21 San Juan CT	
CONNIE Sagen	3 LA CUESTA	
Judi Lenchner	5 Redonda Ct	
Kay Bettencourt	12 La Cuesta	
JUDITH HANLEY	4 SAN JUAN CT.	
MIRIAM HESS	8 LAGUNA SECA CT.	
WENDY STRACHAN	53 LAGUNA SECA CT	
Ellen Wheeler	54 "	
JOHN TRACY	26 San Juan Ct	
Ana Camacho	18 Del Rio Ct.	
RODNEY B. GREEN	2 LAGUNA SECA COURT	
[illegible]	[illegible]	
JIM MCTIERNAN	15 LAGUNA SECA CT.	
MARY MCTIERNAN	15 Laguna Seca Ct.	
MARA M RANKIN	7 LA CUESTA Ct	
Joyce Brook	15 Redonda ct	
CYNTHIA WAUE	18 REDONDA CT.	
JEAN MARTIN	5 SAN JUAN CT	
NANCY BATT	24 SAN LUCAS CT	
LUCI VARAS	44 LAGUNA SECA	
Patricia L. Hively	20 SAN LUCAS ct.	
HERMAN DINGESS	17 DEL RIO CT.	
LORI VRABEL	17 DEL RIO CT.	
Mother Ivo	2 San Juan	
JACK CASSERLY	47 Laguna Seca Ct	

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PRINT	ADDRESS	SIGNATURE
✓ HM CLIFFORD	4 REDONDO	
Penny J Pearson	PO Box 296, Angwin CA 94508	
Annette Smith	1853 Fir Hill Dr. St H 94574	
Leslie Stinton	1705 Hillview St H	
Charlotte Leighton	1390 Hasty Ct St. H. CA	
✓ Vivian Pitcher	5 La Cuesta Ct. S.H	
Kristen Stanton	862 Mills Lane S H	
Joan Comendant	1723 Pratt ST. SH	
Edward Ellis	1773 Park st sh	
[illegible]	1 EL CAMPO CT S H.	
JOHN SACRS	1451 Oak Ave SH	
Cindy Warren	1317 Allyn st	
✓ Amy Ellingson	40 Laguna Seca Ct	
✓ LINDA BERTOLI	4 SAN LUCAS	
Betsy Holzhauer	601 Pope St. Apt 249	
Helen Pake	2010 Beau York	
Kara Dohring	1830 Spring Mtn. Ct. St. Helena	
Barb Kelley	1409 Hudson Ave St H.	
Gene Armstead	1200 Main St SH	
OSCAR DeHaro	1570 Kennedy Ct St Helena	
Rodolfo Maraue	228 Sky Oaks Dr. Angwin	
Susan McClellands	1478 Kearney	
Ann [illegible]	741 [illegible] Ave	
[illegible]	1320 Andrea Ave	
✓ [illegible]	15 San Juan Ct	
[illegible]	1665 [illegible]	
[illegible]	[illegible]	
William Hansen	5 San Lucas Ct	
PATTY CUTTER	2080 BIRCH AVE	

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PRINT	ADDRESS	SIGNATURE
JOHN PATON	15 SAN JUAN CT SH 94574	
Rebecca Sonet	4 Del Campo Ct. 94574	
SHARON SUAYTON	12 Del Monte Ct 94574	
ANA CANALES	1219 Stockton 94574	
Marin Lavey	nino 15 Del Rio Ct.	
Janice Humphrey	1257 Allyn Avenue SH 94514	
MARVIN HUMPHREY	" " " St. Helena	
Carla Holm	8 San Juan Court	
CYRUS CARATTI	3 SAN JUAN S.H.	
LYDIA POTKIN	27 REDONDO CT ST. HELENA	
STACEY Fernandez	2767 Foothill blvd. CALISTOGA CA	
Judith Atchley	14 Del campo	
CARROLL COTTEN	1 DELAIO COURT ST. HELENA	
ELLEN COTTEN	1 DELAIO COURT ST. HELENA	
Lupe Bengel	11 Laguna Seca Ct, St Helena	
GREG NELSON	59 LAGUNA SECA CT SH	
Genilee Bathelot	11 Redondo Ct St Helena	
Nancy Carlson	2 La Canada Ct St Helena	
MINNA WILLIAMS	3 DEL CAMPO CT "	
Dorothea Gingerelli	50 Laguna Seca Ct STH	
JANICE DUGAN	19 SAN JUAN CT	
LINDA SNOWDEN	16 LA Cuesta CT	
Silvia Segura	1 Laguna Seca Ct.	
NANNETTE HEYE	5 LAGUNA SECA CT	
D. Cummings	9 Laguna Seca	
Kelly Dante Berrys	5 La Canada Court	
Mary Judith Pohlers	24 San Juan Ct., St. Helena	
PATTY KER	22 SAN JUAN	
Kenneth Bergeron	19 San Lucas Ct. Helena	

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PRINT	ADDRESS	SIGNATURE
MARTHA ANGUS	1180 Meadowcreek Circle	Martha Angus
Sandra Lowry	1175 Starr Ave.	Sandra Lowry
SUSAN BUSSELL	1101 PAULSON CT	Susan Bussell
Ty Bussen	1101 PAULSON CT.	Ty Bussell
Elizabeth Alfaro	527 Hunt Ave St. Helena	
Enrique Nadeep	560 hunt Ave st helena	
CRAIG BROWN	1179 STARR AV	
John Ford	1177 Starr Ave, St. Helena	
CYNTHIA FORD	1177 STARR AVE ST. HELENA	
SALLY OBRIEN	1177 STARR AVE ST HELENA	
Janice L Oddy	1176 Meadowcreek Cord St Helena	
Rebecca Palmisano	1177 Meadowcreek Cir.	R Palmisano
BERNERD BUCKLEY	1179 MEADOWCREEK Cir ST HELENA	B L Buckley
SANDRA MCCORKLE	1178 Meadowcreek cr St Helena	Sandra McCorkle

Please return this Petition to Patricia Dell 25 San Juan Court Saint Helena CA 94574 This petition must not be

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PRINT	ADDRESS – St. Helena	SIGNATURE
JEFF BERUB	5 La Canada CT	
TREVOR BARLOW	14 LOS ROBLES CT	
Robyn Orsini	3 Los Robles Court	Robyn Orsini
Barb Gates	12 Los Robles	B. Gates
Diana Mayr	16 Redondo	
Fred Camacho	18 Redondo	
GINA Mosser	56 Laguna Seca Ct.	
Chris Echols	11 Del Fio Ct.	
BETH LEEDS	849 CHARTER OAK AVE	
JUDSEN WARD	12 Los Robles Ct St Helena	
Anita Cummings	9 Laguna Seca	
Kevin Horan	2601 Silverado Trail	
Ben Brunswick	14 Del Monte Ct	
Frank Leeds	849 Charter Oak Ave.	
Esther Brunswick	14 Del Monte Court	
Sue Billings	1778 Main St.	
Michael Merriam	4 La Cuesta Ct.	
Karen Bradley	6 San Juan Ct.	
KEVIN BRADLEY	6 SAN JUAN Ct.	

Please return this Petition to Patricia Dall, 25 San Juan Court, Saint Helena, CA 94574. This petition must not be

The undersigned petition to the City of St. Helena requests the City to expedite the contract with Mead and Hunt. We would like them to start work early in November. Should the levee fail, the City will be held liable for any damage to person or property. Starting the contract in December which is the historical start of the rainy season does not show responsibility for the safety of people protected by the levee.

MANAGING PARTNERS VINEYARD VALLEY 10/23/23

MANAGING PARTNER VINEYARD VALLEY 10/23/

General Manager Vineyard Valley 10/23

OPERATIONS MANAGER VINEYARD VALLEY 10/23/23

COVID-19 AND OTHER WINTER RESPIRATORY DISEASES UPDATE

St. Helena City County Meeting

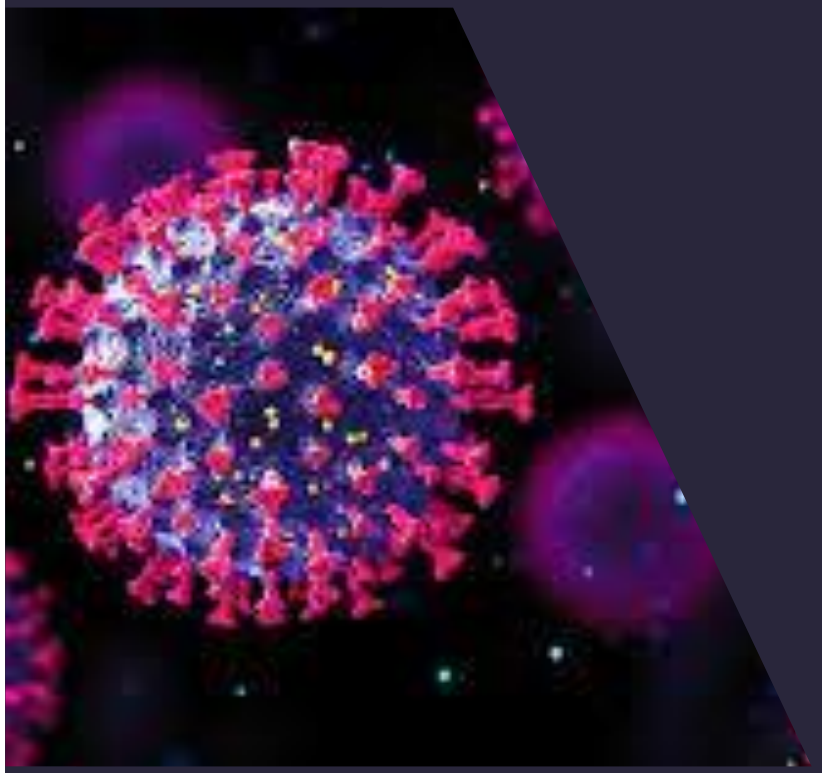
November 14, 2023

Christine Wu, MD MPH

Public Health Officer

Deputy Director of HHSA

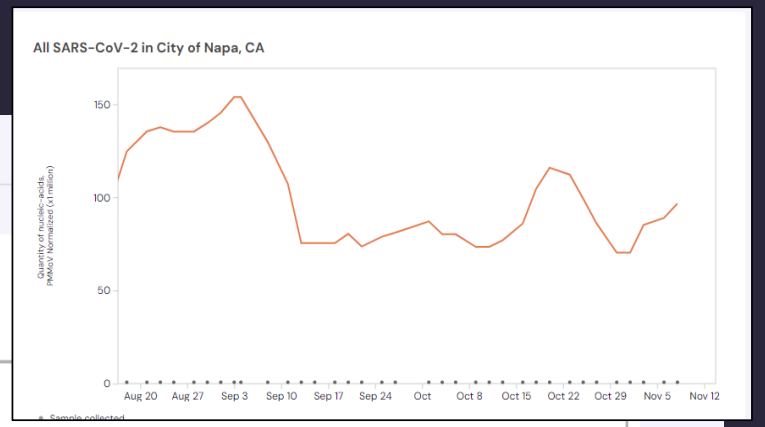
NAPA COUNTY
Health & Human Services Agency



COVID-19

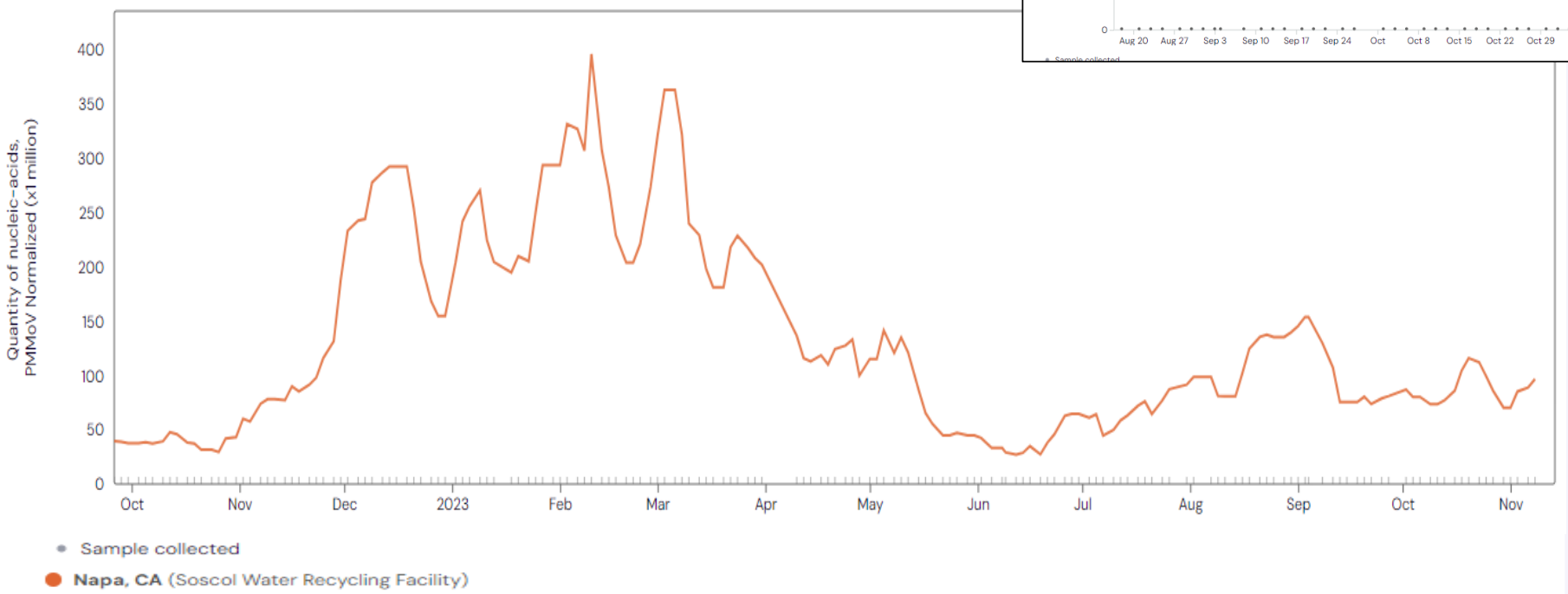
NAPA COUNTY
Health & Human Services Agency

WASTEWATER SURVEILLANCE



Wastewater Surveillance

All SARS-CoV-2 in City of Napa, CA

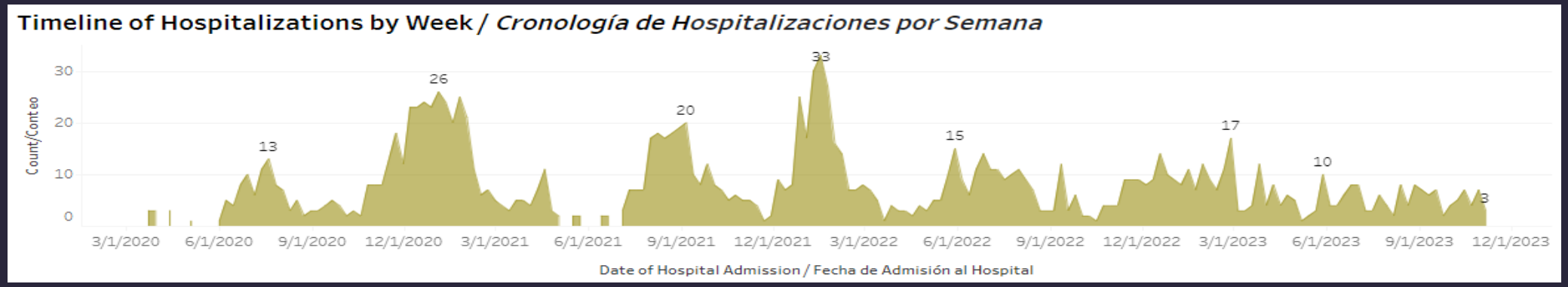


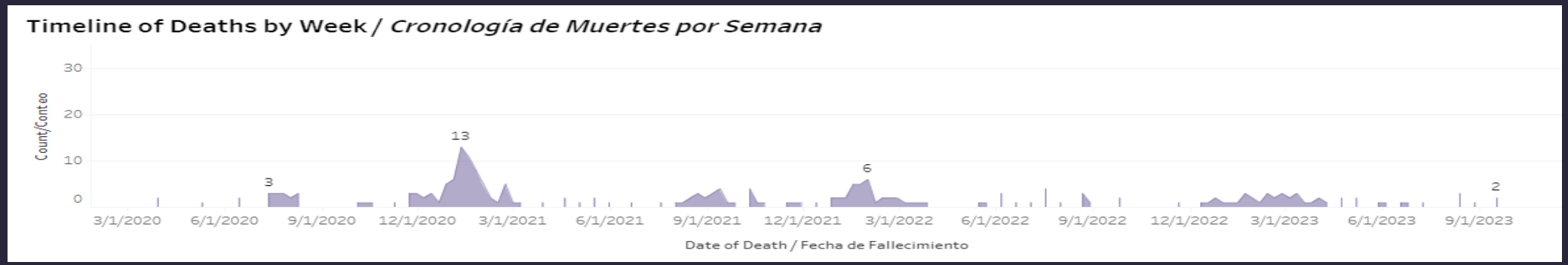
WEEKLY OUTBREAK SURVEILLANCE

- Currently **5** congregate facilities meet our outbreak definition (at least 3 cases that are epidemiologically linked)

- Additional **8** congregate facilities being monitored
- No other settings, including schools, with outbreaks

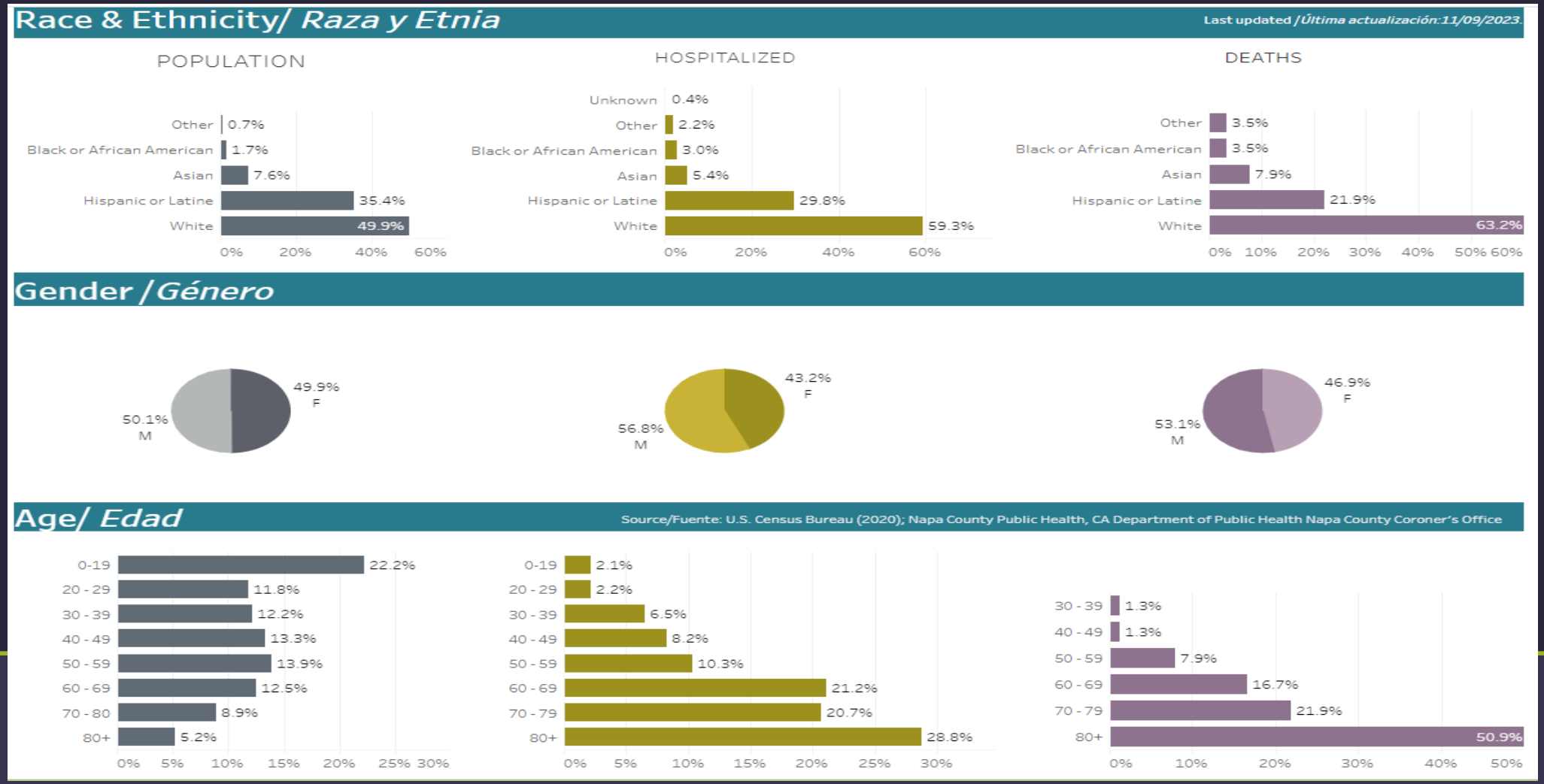
HOSPITALIZATION & DEATH TRENDS





NAPA COUNTY
Health & Human Services Agency

DEMOGRAPHICS OF DISEASE SEVERITY





INFLUENZA AND RSV

NAPA COUNTY
Health & Human Services Agency

CDPH INFLUENZA (FLU), RSV, AND OTHER RESPIRATORY VIRUSES WEEKLY REPORT (OCT 29-NOV 4, 2023)

Influenza and RSV Highlights

▲ 3.5%	▲ 3.8%	▲ 0.2%	9 (+4)	▲ 10.0%
Influenza positivity	Outpatient ILI activity	Hospital flu admissions	Deaths since 10/1/23 (new)	RSV positivity

Influenza Activity Levels+

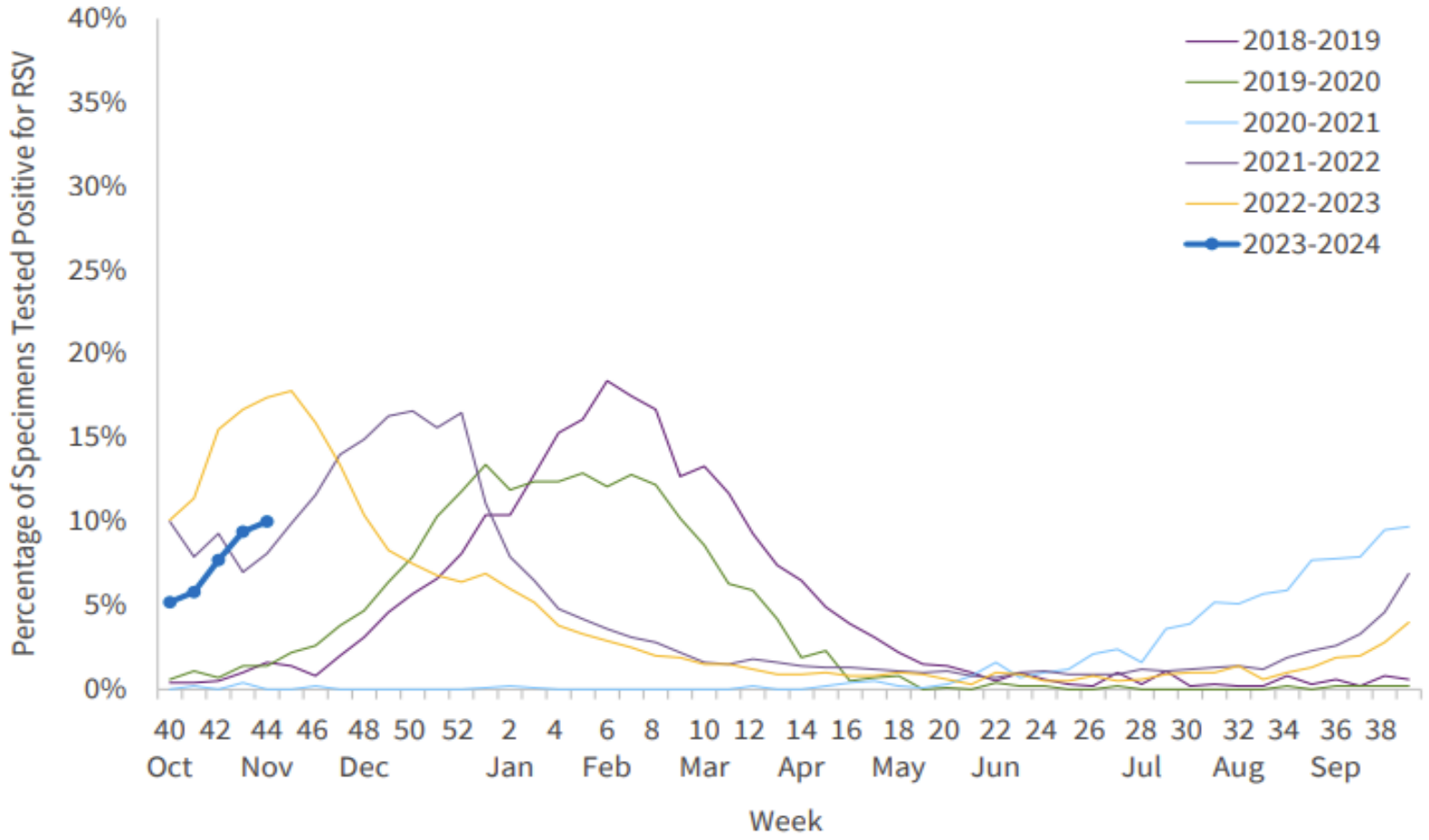
Minimal — Low — Moderate — High — Very High



Geographic Area	Activity Level
California Statewide	**Low**
Northern Region	Low
Bay Area Region	Low
Central Region	Low
Upper Southern Region	Low
Lower Southern Region	Low

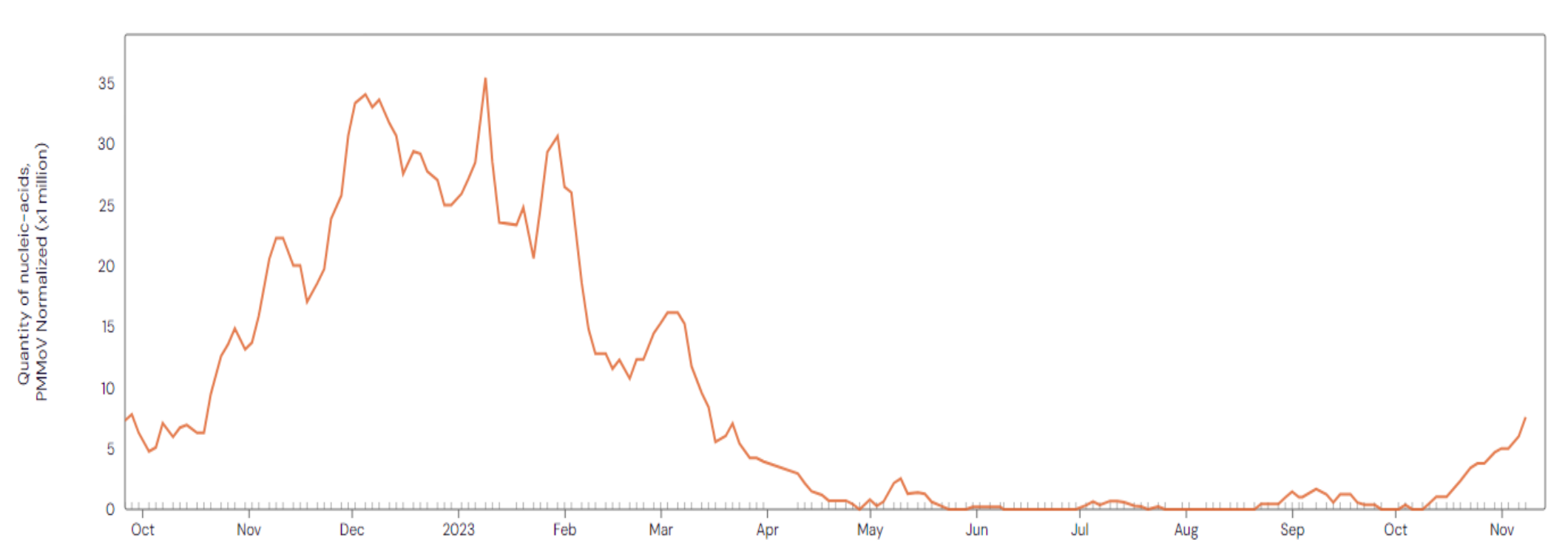
RSV TESTING POSITIVITY IN CA

Figure 12. Percentage of RSV Detections at Clinical Sentinel Laboratories, 2018–2024 Season to Date



Note: Data have been shifted so that Week 1 aligns across seasons.

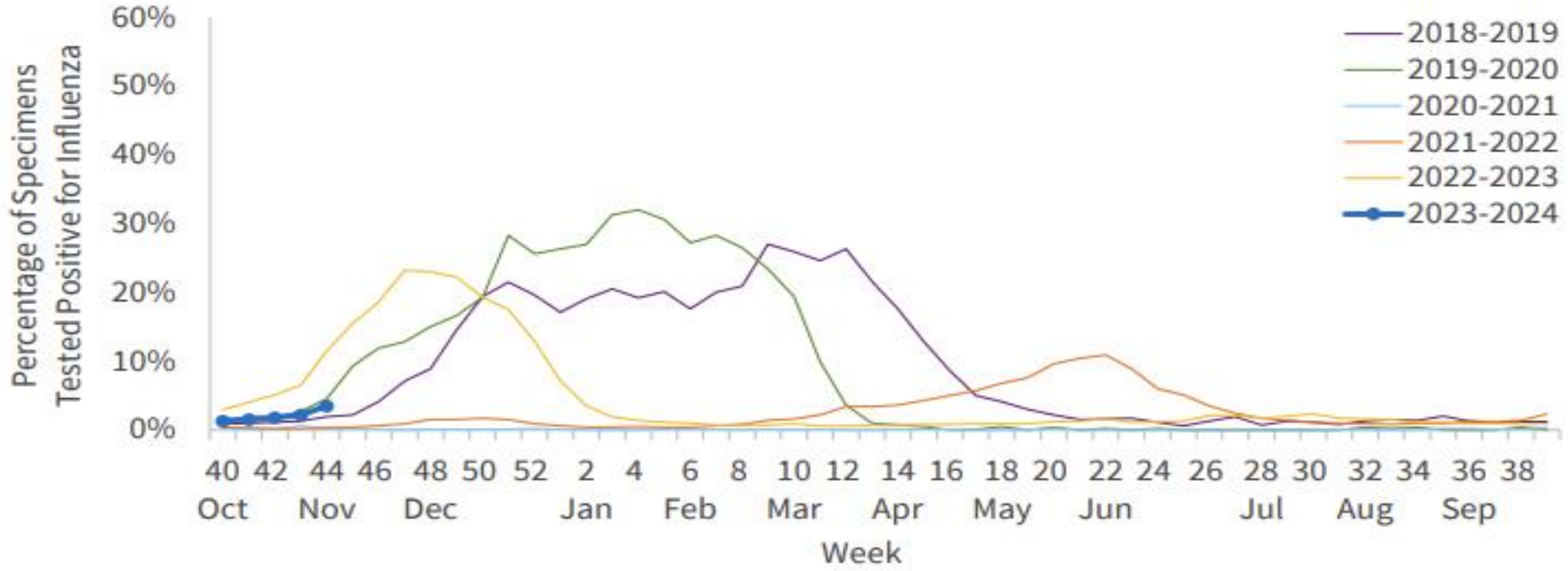
RSV IN NAPA WASTEWATER



NAPA COUNTY
Health & Human Services Agency

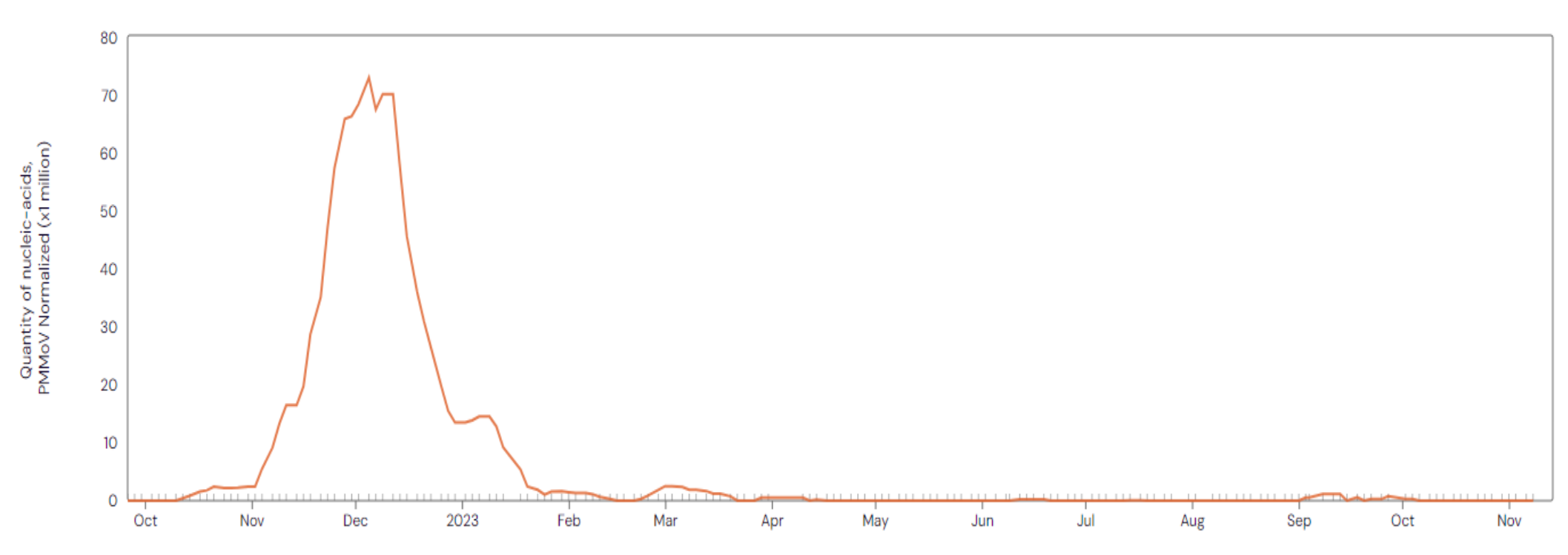
FLU TESTING POSITIVITY IN CA

Figure 1. Percentage of Influenza Detections at Clinical Sentinel Laboratories, 2018–2024 Season to Date



Note: Data have been shifted so that Week 1 aligns across seasons.

INFLUENZA A WASTEWATER SURVEILLANCE



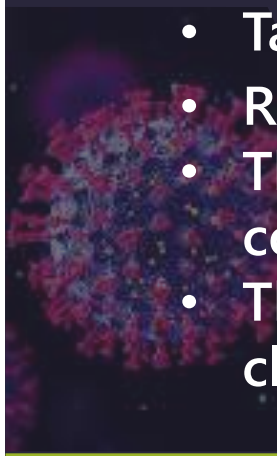
NAPA COUNTY
Health & Human Services Agency

http://publichealth.verily.com/#Napa,%20CA:SARS-CoV-2

PREVENTIVE MEASURES

COVID-19 VACCINE

- Recommended for everyone ages 6 months
- The most effective tool we have for reducing death, hospitalization, and severe disease from COVID-19
- Targets the Omicron XBB variant
- Remains free for everyone
- Those with insurance- get through healthcare provider, commercial pharmacy or for KP members →Kaiser
- Those without insurance- eligible through Napa county clinics, commercial pharmacies, community clinics



NAPA COUNTY
Health & Human Services Agency

PREVENTIVE MEASURES

- Stay up-to-date on vaccination recommendations
  - Annual Flu
  - COVID-19
  - RSV (for 60+)
  - Tdap
  - Pneumococcal
  - Shingles
- Vaccines during pregnancy
  - Annual Flu & new COVID-19
  - RSV (from week 32 to week 36)
  - Tdap (from week 27 to 36)
- Stay home if sick or wear a mask if you must go out.
- Test yourself for COVID-19 or schedule testing at a commercial pharmacy
  - Call your doctor's office for medical advice or if you test positive to get Paxlovid Rx
- Continue with hand hygiene and cough etiquette recommendations

NAPA COUNTY
Health & Human Services Agency

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	November 14, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Authorizing a Resolution of the City Council of the City of St. Helena Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions; and Authorizing a Resolution of the Board of the St. Helena Financing Authority Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions.
RECOMMENDED ACTION:	The Financing Team recommends the 15-year JP Morgan Chase option and recommends the City Council and the Financing Authority approve the resolutions authorizing the installment sale financing, approve the financing documents and allow staff to take all actions necessary to close the transaction.
PREVIOUS COUNCIL ACTION:	October 10, 2023 - Authorized hiring of professionals for a wastewater financing transaction.
STATEMENT OF THE PURPOSE:	The purpose is to receive City Council authorization to proceed with an installment sale financing to provide long-term financing of wastewater improvements.
FINANCIAL IMPACT:	If approved the FY 2023-24 Fiscal Impact will be $101,390 for the cost of issuance to the Fund 571 Wastewater Operations, leaving the estimated Net Position at 23%.

BACKGROUND:

City staff is proposing the issuance of a $2.975 million direct placement to JP Morgan Chase Bank in the form of an Installment Sale Agreement (the “2023 Sewer Bond”). The 2023 Sewer Bond would assist the City in funding the final stages of construction of Project S-52 Wastewater Treatment Plant Upgrades. Prior to the recent Proposition 218 process, the City was intending to do internal loans from both the Traffic Impact Fee Fund, in the amount of $873,610, and the General Fund, in the amount of $2,000,000, to provide funding to complete the project. It is now possible for the City’s Sewer Enterprise Fund to repay the proposed 2023 Sewer Bond directly without the need for internal loans.

The City currently has the following obligations outstanding in the Sewer Enterprise Fund:

California Statewide Communities Development Authority
Water and Wastewater Revenue Bonds (Pooled Financing Program)
Series 2005B

Principal Payments:	October 1, 2023 to October 1, 2030
Remaining Amount:	$840,000
Interest Rates:	4.30% to 4.375% (2023 to 2030)
Purpose:	Funded $2,104,000 of Sewer System Improvements

California Statewide Communities Development Authority
Water and Wastewater Revenue Bonds
Series 2012

Principal Payments:	October 1, 2023 to October 1, 2032
Remaining Amount:	$841,305
Interest Rates:	3.00% to 4.00% (2023 to 2032)
Purpose:	Funded Approximately $1,555,435 of Sewer System Improvements

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City of St. Helena
2022 Installment Sale Agreement

Principal Payment:	April 1, 2025
Remaining Amount:	$9,362,000
Interest Rates:	Variable (SOFR), Currently 4.798% (5.31% * 80% + 55bp)
Purpose:	Funded $9,362,000 of Wastewater Treatment Plant Improvements (To Be Repaid from Proceeds of USDA Loan After Project Completion)

The proposed 2023 Sewer Bond would be on parity (equal right to the net revenue of the system) with the above listed outstanding obligations.

On October 10, 2023, the City Council approved a resolution authorizing hiring of professionals for a wastewater financing transaction, collectively with City Staff, (the “Financing Team”).

Municipal Advisor: Del Rio Advisors, LLC
Placement Agent: Brandis Tallman, a Division of Oppenheimer & Co. Inc.

Bond Counsel: Jones Hall

This is the same Financing Team that completed a refunding of bonds for the City's Water Enterprise Fund in 2019 and worked on the interim financing for the City's Wastewater Treatment Plant in 2022 that will be taken out by proceeds of a USDA loan upon completion of construction.

The Financing Team prepared a Request for Proposals (the "RFP") which described the transaction in detail and provided all the required documents for the lender to make an informed decision. On Thursday October 12th, the RFP was distributed to 19 different banks that work in the direct placement market. On Friday October 27th, the Placement Agent received 6 responses. On Monday October 30th, the Financing Team reviewed the responses and recommended the JP Morgan Chase 15-year option as the preferred choice.

DISCUSSION:
Unless necessary, it is not a favorable practice to make internal loans across unrelated funds. Internal loans can be difficult to maintain since the lending fund may need the dollars it has otherwise lent to another fund. The purpose for issuing the 2023 Sewer Bond is to avoid internal loans by issuing a direct placement to JP Morgan Chase Bank.

The 2023 Sewer Bond would be an obligation of the City's Sewer Enterprise Fund with a pledge of net revenue of the City's system on parity with the other obligations listed earlier. The item tonight seeks to approve the transaction and allows staff to take all the necessary steps to close the transaction. On the next page is a summary of the RFP responses:

	CA Bank and Trust	Capital One	Flagstar Public Funding	JP Morgan Chase Bank	Webster Bank	Western Alliance
Interest Rates				No Call 4.26%		
15yr	5.57%	5.29%	5.23%	Callable 5.02% (*)	5.06%	5.88%
20yr	5.69%	5.37%	n/a	n/a	5.26%	6.05%
Rate Lock	Upon Credit Approval	Rate Locked Through Nov. 29th	30 Days Prior to Closing	Locked Upon Acceptance of RFP (*)	Rate Locked Through Dec. 8th	Two Weeks Prior to Closing
Prepayment	15yr any time at 100% ——— 20yr: any time at 100%	15yr: any date after 10/1/31 @ 100% ——— 20yr: any date after 10/1/33 at 100%	15yr: 10/1/28 @ 101.5% DTP 4/1/32 ——— Other: par call any time after 10/1/24 for $25k fee	15yr Callable Option: any date on or after 4/1/27 @ 100% ——— n/a	15yr: 4/1/32 @ 102% DTP 4/1/34 ——— 20yr: 4/1/32 @ 102%, 4/1/33 @ 102% 4/1/34 @ 101%, par thereafter	15yr: on or before 10/1/28 @ 103%, DTP 10/1/30 ——— 20yr: on or before 10/1/31 @103%, DTP 10/1/33
Bank Counsel Fee	n/a	n/a	n/a	$10k	n/a	$15k
Rate Covenant/ABT	1.25x	1.20x	1.20x	125x	1.20x	1.20x

(*) The Financing Team expects to lock the interest rate on November 15th upon review and approval by the City Council / Authority on November 14th.

The Financing Team gave due consideration to both the JP Morgan Chase Bank 15-year option and the Webster Bank 20-year option. JP Morgan Chase Bank provided the lowest interest rate on the 15-year amortization, at 5.02%, and provided the shortest call option, beginning on any date on or after 4/1/27 @ 100%. The Financing Team considers the call option to have value since sometime in the next several years, interest rates may come down and allow for refinancing.

The interest rate will continue to float on the JP Morgan callable option until review and approval of this item by the City Council / Financing Authority on November 14th. Upon approval, the Financing Team will work with JP Morgan Chase to lock the interest rate on November 15th. The Financing Team will update the City Council / Financing Authority as to the latest interest rate at the November 14th meeting.

While the JP Morgan Chase Bank no-call option may look attractive in this interest rate environment, that rate would be locked for the 15-year life of the obligation. Having the flexibility to refinance seems prudent.

The best 20-year option was provided by Webster Bank at 5.26% with Capital One being the next best at 5.37%. JP Morgan was not able to offer a 20-year option.

Based on the Financing Team discussion and the pro forma projection, the Sewer Fund can support the shorter 15-year amortization with higher annual payments. When the JP Morgan Chase 15-year callable option is compared to the Webster Bank 20-year option, the JP Morgan Chase 15-year option saves over $803,000 in total debt service.

Below are estimates of the proposed 2023 Sewer Bond:

Principal Amount	$2,975,000
Project Fund	$2,873,610
Costs of Issuance	$101,390
Total Interest	$1,490,849
Total Debt Service	$4,465,849
Final Maturity	FY 2039 (15yrs)
Interest Rate (1)	5.02%
"All-In" TIC (2)	5.48%

(1) The Financing Team expects to lock the interest rate on November 15th upon review and approval by the City Council / Financing Authority on November 14th.
(2) Includes $101,390 in Costs of Issuance

Costs of Issuance

Role	Party	Total	Notes
Bond Counsel	Jones Hall	$32,500.00	Per Proposal
Municipal Advisor	Del Rio Advisors, LLC	$27,500.00	Per Contract
MA Expenses	Del Rio Advisors, LLC	$750.00	NTE Amount
Placement Agent	Brandis Tallman	$25,000.00	Per Proposal
Bank Counsel	TBD	$10,000.00	Per RFP
Regulatory	CDIAC	$743.75	CDIAC Formula
Contingency	Rounding/Miscellaneous	$4,896.25	
Total		**$101,390.00**	

Good Faith Estimates

California Government Code Section 5852.1 requires that the City Council and St. Helena Financing Authority shall obtain and disclose in a meeting open to the public specified information obtained as good faith estimates from a placement agent or municipal advisor prior to authorization of the issuance of the Installment Sale Agreement (the "2023 Sewer Bond"). The Council receives such information from the Placement Agent as set forth below:

Name of the Placement Agent:	Brandis Tallman, a Division of Oppenheimer & Co. Inc.
City Council/Financing Authority Date:	November 14, 2023
Name of Issue:	2023 Sewer Bond

The Placement Agent has provided to the City and the St. Helena Financing Authority the following required good faith estimates relating to the 2023 Sewer Bond:

1. The true interest cost of the 2023 Sewer Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds: 5.020888%.
2. The finance charges for the 2023 Sewer Bond, which means the sum of all fees and charges paid to third parties: $101,390.00.
3. The amount of proceeds received by the public body for sale of the 2023 Sewer Bond less the finance charge of the 2023 Sewer Bond described in subparagraph (2) and less any reserves or capitalized interest paid or funded with proceeds of the 2023 Sewer Bond: $2,873,610.00.
4. The total payment amount, which means the total of all payments the public body will make to pay debt service on the 2023 Sewer Bond plus the finance charge of the 2023 Sewer Bond described in subparagraph (2) not paid with the proceeds of the 2023 Sewer Bond (which total payment amount is calculated to the final maturity of the Bond): $4,465,849.36.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the 2023 Sewer Bond issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rates borne by the 2023 Sewer Bond and the actual amortization of the 2023 Sewer Bond will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City and the St. Helena Financing Authority.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

City of St. Helena Resolution - 2023 St Helena ISA (Wastewater)
St. Helena Financing Authority Resolution - 2023 St Helena ISA (Wastewater)
Attachment A - Installment Sale Agreement - 2023 St Helena ISA (Wastewater)
Attachment B - Assignment Agreementt - 2023 St Helena ISA (Wastewater)
2023 Sewer Bond Presentation for the November 14 2023 City Council Financing Authority Meeting (10-31-23 v2

CITY OF ST. HELENA

RESOLUTION NO. 2023-____

A Resolution of the City Council of the City of St. Helena Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions.

RECITALS

A. WHEREAS, the City of St. Helena (the "City") owns and operates a system for the collection, treatment and disposal of wastewater within the service area of the City (the "Wastewater System"); and

B. WHEREAS, the City desires to finance new treatment facilities for the Wastewater System, including construction and acquisition of a membrane bioreactor system, retrofitting and rehabilitation of aging facilities and various other related improvements (the "Project"), and the St. Helena Financing Authority (the "Authority") was established to assist the City with the financing and refinancing of projects like the Project; and

C. WHEREAS, in order to provide long-term financing for the Project, the City has caused the solicitation of commercial banks for financing proposals; and

D. WHEREAS, City staff, with the assistance of City consultants and legal counsel, has evaluated financing terms offered by banks responding to the request for proposals and recommends entering into a financing transaction with JP Morgan Chase Bank, N.A. (the "Bank") according to terms it submitted; and

E. WHEREAS, the City and this Council have determined that it is in its best interests to provide long-term financing for the Project and in order to implement such financing the City has proposed to enter into an Installment Sale Agreement (the "Installment Sale Agreement) with the Authority pursuant to which the Authority agrees to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of semi-annual installment payments (the "Installment Payments"), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System; and

F. WHEREAS, in order to provide the funds needed to finance the Project in an amount not exceeding $3,000,000, the Authority proposes to assign the Installment Payments to the Bank under an Assignment Agreement (the "Assignment Agreement) among the City, the Authority and the Bank; and

G. WHEREAS, pursuant to Government Code Section 5852.1, certain information relating to the proposed financing is set forth in the staff report accompanying this Resolution, and such information is hereby disclosed and made public; and

H. WHEREAS, the City Council approves all of said transactions in furtherance of the public purposes of the City, and the City Council wishes at this time to authorize all proceedings and documents relating to the financing of the Project as described herein

RESOLUTION

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

Section 1. Approval of Financing Proposal. The City Council hereby approves the financing plan for the Project as described above, and in accordance with the proposal submitted to the City by the Bank; provided that the par amount shall not exceed $3,000,000 and the interest rate shall not exceed 5.50%. The Mayor, City Manager, and Administrative Services Director (each, an "Authorized Officer") are each hereby authorized and directed for and in the name and on behalf of the City to execute any and all documents which are required to accept said proposal of the Bank. If the final interest rate proposed by the Bank exceeds the not-to-exceed amount set forth above, the Authorized Officers are hereby authorized and directed to work with the next most favorable lender submitting a proposal and all references herein to the Bank shall refer to such lender, again subject to the not-to-exceed parameters set forth above.

Section 2. Installment Sale Agreement. The City Council hereby approves the Installment Sale Agreement in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the Installment Sale Agreement on behalf of the City, if necessary.

Section 3. Assignment by Authority; Assignment Agreement. The City Council hereby approves the assignment to the Bank of certain rights of the Authority under the Installment Sale Agreement, including the right to receive the Installment Payments, under the Assignment Agreement. The City Council hereby approves the Assignment Agreement in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the Assignment Agreement on behalf of the City, if necessary.

Section 4. Official Actions. Each Authorized Officer, any assistant or deputy thereof, the City Clerk, and the City Attorney are each authorized and directed in the name and on behalf of the City to execute any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. All actions previously taken by an Authorized Officer or any other official of the City in furtherance of this Resolution are hereby ratified and confirmed.

Section 5. Authorization of Use of Funds. Approval of a budget Increase to the Wastewater Fund GL Account 571-40-45-21-41 in the amount of $101,390 utilizing reserves.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

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

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Hardy: _____

Councilmember Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

ST. HELENA FINANCING AUTHORITY

RESOLUTION NO. 2023-____

A Resolution of the St. Helena Financing Authority Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions.

RECITALS

A. WHEREAS, the City of St. Helena (the "City") owns and operates a system for the collection, treatment and disposal of wastewater within the service area of the City (the "Wastewater System"); and

B. WHEREAS, the City desires to finance new treatment facilities for the Wastewater System, including construction and acquisition of a membrane bioreactor system, retrofitting and rehabilitation of aging facilities and various other related improvements (the "Project"), and the St. Helena Financing Authority (the "Authority") was established to assist the City with the financing and refinancing of projects like the Project; and

C. WHEREAS, in order to provide long-term financing for the Project, the City has caused the solicitation of commercial banks for financing proposals; and

D. WHEREAS, City staff, with the assistance of City consultants and legal counsel, has evaluated financing terms offered by banks responding to the request for proposals and recommends entering into a financing transaction with JP Morgan Chase Bank, N.A. (the "Bank") according to terms it submitted; and

E. WHEREAS, the City has determined that it is in its best interests to provide long-term financing for the Project through an Installment Sale Agreement (the "Installment Sale Agreement) with the Authority pursuant to which the Authority agrees to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of semi-annual installment payments (the "Installment Payments"), which are payable from and secured by a pledge of and lien on the net revenues of the Wastewater System; and

F. WHEREAS, in order to provide the funds needed to finance the Project in an amount not exceeding $3,000,000, the Authority proposes to assign the Installment Payments to the Bank under an Assignment Agreement (the "Assignment Agreement) among the City, the Authority and the Bank; and

G. WHEREAS, pursuant to Government Code Section 5852.1, certain information relating to the proposed financing is set forth in the staff report accompanying this Resolution, and such information is hereby disclosed and made public; and

H. WHEREAS, the Board approves all of said transactions in furtherance of the public purposes of the City, and the Board wishes at this time to authorize all proceedings and documents relating to the financing of the Project as described herein

RESOLUTION

NOW, THEREFORE, the Board of Directors of the St. Helena Financing Authority hereby resolves as follows:

Section 1. Approval of Financing Proposal. The Board hereby approves the financing plan for the Project as described above, and in accordance with the proposal submitted to the City by the Bank; provided that the par amount shall not exceed $3,000,000 and the interest rate shall not exceed 5.50%. If the final interest rate proposed by the Bank exceeds the not-to-exceed amount set forth above, the Authorized Officers (defined below) are hereby authorized and directed to work with the next most favorable lender submitting a proposal and all references herein to the Bank shall refer to such lender, again subject to the not-to-exceed parameters set forth above.

Section 2. Installment Sale Agreement. The Board hereby approves the Installment Sale Agreement in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Chair, Vice Chair, Executive Director, Secretary, and Treasurer (each an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Installment Sale Agreement on behalf of the Authority, if necessary.

Section 3. Assignment by Authority; Assignment Agreement. The Board hereby approves the assignment to the Bank of certain rights of the Authority under the Installment Sale Agreement, including the right to receive the Installment Payments, under the Assignment Agreement. The Board hereby approves the Assignment Agreement in substantially the form on file with the Secretary, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Assignment Agreement on behalf of the Authority, if necessary.

Section 4. Official Actions. Each Authorized Officer, and any assistant or deputy thereof, are each authorized and directed in the name and on behalf of the

Authority to execute any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. All actions previously taken by an Authorized Officer or any other official of the Authority in furtherance of this Resolution are hereby ratified and confirmed.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

Approved at a Regular Meeting of the St. Helena Financing Authority Board of Directors on November 14, 2023, by the following vote:

Chair Dohring: _____

Vice Chair Hall: _____

Boardmember Chouteau: _____

Boardmember Hardy: _____

Boardmember Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Chair

ATTEST:

_____
Cindy Tzafopoulos, Secretary

ATTACHMENT A

Jones Hall Draft of Nov. 1, 2023

INSTALLMENT SALE AGREEMENT

This INSTALLMENT SALE AGREEMENT (together with any amendments hereof and supplements hereto, this "Agreement"), dated as of November 29, 2023, is between the ST. HELENA FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), as seller, and the CITY OF ST. HELENA, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), as purchaser.

B A C K G R O U N D :

1. The City owns and operates a system for the collection, treatment and disposal of wastewater within the service area of the City (the "Wastewater System").

2. The City wishes to finance a portion of the costs of improvements to the Wastewater System comprised of a membrane bioreactor treatment system and related improvements (as described herein, the "Project").

3. The Authority has been formed for the purpose of assisting the City in the financing and refinancing of public capital improvements.

4. In order to provide funds to finance a portion of the costs of the Project, the Authority has proposed to enter into this Agreement with the City under which the Authority agrees to provide financing for a portion of the cost of the Project and to sell the completed Project to the City in consideration of the agreement by the City to pay semi-annual installment payments (as described herein, the "Installment Payments").

5. In order for the Authority to obtain the moneys required to provide financing for a portion of the costs of the Project in accordance with the terms hereof, the Authority has assigned and transferred certain of its rights under this Agreement to JPMorgan Chase Bank, N.A., as assignee (the "Assignee"), under an Assignment Agreement dated as of November 29, 2023, among the City, the Authority and the Assignee.

6. The Installment Payments and the Assignee Additional Payments (defined herein) will be payable from and secured by a pledge of and lien on the net revenues of the Wastewater System, on parity with the Parity Obligations (defined herein).

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the City and the Authority formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions*. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the following respective meanings given to them in this Section.

"Annual Debt Service" means, for any Fiscal Year, the sum of (1) the interest accruing on all Parity Debt during such Fiscal Year, assuming that all Parity Debt is retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Debt in such Fiscal Year, calculated as if such principal amounts were deemed to accrue daily during such Fiscal Year in equal amounts from, in each case, each payment date for principal or the date of delivery of such Parity Debt (provided that principal shall not be deemed to accrue for greater than a 365-day period prior to any payment date), as the case may be, to the next succeeding payment date for principal, provided, that the following adjustments shall be made to the foregoing amounts in the calculation of Annual Debt Service:

(A) with respect to any such Parity Debt bearing or comprising interest at other than a fixed interest rate, the rate of interest used to calculate Annual Debt Service shall be (i) with respect to such Parity Debt then outstanding, one hundred ten per cent (110%) of the greater of (1) the daily average interest rate on such Parity Debt during the twelve (12) calendar months next preceding the date of such calculation (or the portion of the then current Fiscal Year that such Parity Debt has borne interest) or (2) the most recent effective interest rate on such Parity Debt prior to the date of such calculation or (ii) with respect to such Parity Debt then proposed to be issued, 80% of the interest rate on actively traded 30-year United States Treasury obligations;

(B) with respect to any such Parity Debt (other than the Installment Payments) having twenty-five per cent (25%) or more of the aggregate principal amount thereof due in any one Fiscal Year, Annual Debt Service shall be calculated for the Fiscal Year of determination as if the interest on and principal of such Parity Debt were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty (20) years from the date of such Parity Debt; provided that with respect to the Installment Payments, Annual Debt Services shall be calculated for the Fiscal Year of determination as if the principal components of the Installment Payments were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of ten (10) years from the Closing Date and the rate of interest used to calculate such Annual Debt Service shall be equal to prevailing ten-year municipal tax-exempt rates; and provided, further, however that the full amount of such Parity Debt shall be included in Annual Debt Service if the date of calculation is within 24 months of the actual maturity of the payment;

(C) with respect to any such Parity Debt or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Parity Debt or portions thereof, such accreted discount shall be treated as due when scheduled to be paid;

(D) Annual Debt Service shall not include interest on Parity Debt which is to be paid from amounts constituting capitalized interest; and

(E) if an interest rate swap agreement is in effect with respect to, and is payable on a parity with, any Parity Debt to which it relates, no amounts payable under such interest rate swap in excess of debt service payable under such Parity Debt agreement shall be included in the calculation of Annual Debt Service unless the sum of (i) the interest payable on such Parity Debt, plus (ii) the amounts payable by the City under such interest rate swap agreement, less (iii) the amounts receivable by the City under such interest rate swap agreement, are greater than the interest payable on such Parity Debt, in which case the amount of such payments to be made that exceed the interest to be paid on such Parity Debt shall be included in such calculation, and for this purpose, the variable amount under any such interest rate swap agreement shall be determined in accordance with the procedure set forth in subparagraph (A) of this definition.

"Applicable Law" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case, whether or not having the force of law.

"Assignee" means JPMorgan Chase Bank, N.A., as assignee of certain rights of the Authority hereunder, its successors and assigns.

"Assignee Additional Payments" means any amounts owing to the Assignee under this Agreement, other than amounts payable to the Assignee as Installment Payments.

"Assignment Agreement" means the Assignment Agreement dated as of November 29, 2023, among the Authority, the City and the Assignee, including any authorized amendments thereto.

"Authority" means the St. Helena Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California.

"Authorized Investments" means any investments which the City is lawfully permitted to make with its General Fund moneys under California law and the City's investment policy.

"Authorized Representative" means: (a) with respect to the Authority, its Chair, Vice Chair, Executive Director, Secretary, Treasurer or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Executive Director and filed with the City and the Assignee; and (b) with respect to the City, its Mayor, City Manager, Administrative Services Director, City Attorney, City Clerk, or any other person designated as an Authorized Representative of the City by a Written Certificate of the City signed by its City Manager or Administrative Services Director and filed with the Authority and the Assignee.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income for purposes of federal income taxation under Section 103 of the Tax Code.

"Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California are closed.

"Certificate of the City" means an instrument in writing signed by an Authorized Representative of the City, or by any other officer of the City duly authorized by the City for that purpose, such authorization to be evidenced by a certificate verifying the specimen signatures of such officers at the request of the Authority or the Assignee.

"City" means the City of St. Helena, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California.

"Closing Date" means November 29, 2023, being the date of execution and delivery of this Agreement.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City or the Authority relating to the execution and delivery of this Agreement, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of Bond Counsel, the City's municipal advisor and legal counsel to the Assignee, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, and any charges and fees in connection with the foregoing.

"Date of Taxability" means the date from and for the interest component of the Installment Payments is subject to federal or State income taxation as a result of a Determination of Taxability.

"Default Rate" means, at any given time, the then-current interest rate, plus 3.00%.

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;

(ii) on the date when the Assignee notifies the City that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the City of such notification and copy of such opinion from the Assignee, the City shall deliver to the Assignee a ruling or determination letter issued to or on behalf of the City by an official of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by an official of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time)

that, based upon any review or audit or upon any other ground whatsoever, that a final determination has been made that an Event of Taxability has occurred; or

(iv) on that date when the City shall receive notice from the Assignee that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest component of the Installment Payments as includable in the gross income of the Assignee due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the City has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further*, *however*, that upon demand from the Assignee, the City shall reimburse the Assignee for any payments, including any taxes, interest, penalties or other charges, such Assignee shall be obligated to make as a result of the Determination of Taxability.

"Event of Taxability" means a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation in this Agreement or the certificate regarding federal arbitrage which has been executed and delivered by the City in connection with this Agreement) which has the effect of causing the interest component of the Installment Payments to be includable, in whole or in part, in the gross income of the Assignee for federal income tax purposes. The City shall inform the Assignee promptly upon the occurrence of a Determination of Taxability.

"Environmental Laws" means any federal, state, or local law, rule or regulation now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, relating to health, safety, or the environment.

"Event of Default" means an event of default as described in Section 6.1.

"Excess Investment Earnings" means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Installment Payments at a yield in excess of the yield on the Installment Payments.

"Federal Securities" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; and (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the City.

"Generally Accepted Accounting Principles" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Governmental Authority" means the government of the United States or any state or political subdivision thereof or any other nation or political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"Independent Accountant" means any independent certified public accountant or firm of independent certified public accountants appointed and paid by the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"Independent Certified Public Accountant" means any firm of certified public accountants appointed by the City, which is independent of the City and the Authority pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

"Installment Payment Date" means the date on which Installment Payments are required to be paid, being April 1 and October 1 in each year, commencing April 1, 2024.

"Installment Payments" means all payments required to be paid by the City on any date under Section 4.4, including any amounts payable upon delinquent installments and including any prepayment thereof under Section 7.2.

"Law" means the laws of the State of California pursuant to which the City was formed and operates and Section 5451 of the Government Code of the State of California and in each case all laws amendatory thereof or supplemental thereto.

"Maximum Annual Debt Service" means, as of any date of calculation, the largest Annual Debt Service during the period from the date of such calculation through the final maturity date of all Parity Debt.

"Operation and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Wastewater System, determined in accordance with Generally Accepted Accounting Principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the Wastewater System in good repair and working order, and

including all administrative costs of the City that are charged directly or apportioned to the operation of the Wastewater System, such as salaries and wages of employees, overhead, taxes (if any) and insurance premiums (including payments required to be paid into any self-insurance funds), and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms hereof or of any Parity Debt Document or of any resolution authorizing the execution of any Parity Debt, such as compensation, reimbursement and indemnification of the Assignee, any trustee and the Authority and fees and expenses of Independent Certified Public Accountants; but excluding in all cases (i) payment of Parity Debt and Subordinate Obligations, (ii) costs of capital additions, replacements, betterments, extensions or improvements which under Generally Accepted Accounting Principles are chargeable to a capital account, and (iii) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles.

"Parity Debt" means the Installment Payments and any Parity Obligations.

"Parity Debt Documents" means, collectively, the installment purchase or sale agreement, indenture of trust, trust agreement or other document authorizing the issuance of any Parity Debt or any securities which evidence Parity Debt.

"Parity Obligation Payments" means the payments scheduled to be paid by the City under and pursuant to the Parity Obligations, which payments are secured by a pledge of System Net Revenues on a parity with the Installment Payments as provided herein.

"Parity Obligations" means all obligations of the City authorized and executed by the City other than the Installment Payments, the Parity Obligation Payments under which are secured by a pledge of the System Net Revenues on a parity with the Installment Payments entered into or issued under and in accordance with Section 5.7, including but not limited to any Repayment Obligations secured by System Net Revenues on a parity with the Installment Payments. Parity Obligations include the obligations of the City under (i) the 2005 Installment Purchase Agreement, (ii) the 2012 Installment Purchase Agreement, and (iii) the 2022 Installment Sale Agreement.

"Project" is comprised of new treatment facilities to the Wastewater System, including construction and acquisition of a membrane bioreactor system, retrofitting and rehabilitation of aging facilities and various other related improvements.

"Project Costs" means all costs of the acquisition, construction and installation of the Project which are paid from moneys on deposit in the Project Fund, including but not limited to:

(a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition, construction and installation of the Project;

(b) obligations incurred for labor and materials in connection with the acquisition, construction and installation of the Project;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in

connection with the acquisition, construction and installation of the Project;

(d) all preliminary costs of the Project, including but not limited to design, environmental, engineering and architectural services, costs for testing, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees and costs for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the Project;

(e) any sums required to reimburse the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the acquisition, construction and installation of the Project;

(f) Costs of Issuance and other financing costs incurred in connection with the acquisition, construction and installation of the Project; and

(g) the interest components of the Installment Payments during the period of acquisition, construction and installation of the Project.

"Project Fund" means the fund or account by that name established and held by the City under Section 3.6.

"Rate Stabilization Fund" means any fund established and held by the City as a fund for the stabilization of rates and charges imposed by the City with respect to the Wastewater System, which fund is established, held and maintained in accordance with Section 4.7.

"Repayment Obligation" means the reimbursement obligation or any other payment obligation of the City under a written agreement between the City and a credit provider to reimburse the credit provider for amounts paid pursuant to a credit facility for the payment of the principal amount or purchase price of and/or interest on any Parity Debt.

"Subordinate Obligations" means the obligations of the City that are subordinate in payment to the Installment Payments.

"System Net Revenues" means for any period System Revenues less Operation and Maintenance Costs for such period; provided that certain adjustments in the amount of System Net Revenue deemed collected during a Fiscal Year may be made in connection with amounts deposited in the Rate Stabilization Fund as provided in Section 4.7.

"System Revenues" means all gross income and revenue received or receivable by the City from the ownership or operation of the Wastewater System, determined in accordance with Generally Accepted Accounting Principles, including all fees (including connection fees), rates, charges and all amounts paid under any contracts received by or owed to the City in connection with the operation of the Wastewater System and all proceeds of insurance relating to the Wastewater System and investment income

allocable to the Wastewater System and all other income and revenue howsoever derived by the City from the ownership or operation of the Wastewater System or arising from the Wastewater System.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official guidance published, under the Tax Code.

"Term" means the time during which this Agreement is in effect, as provided in Section 4.3.

"2005 Installment Purchase Agreement" means the Installment Purchase Agreement, dated as of July 1, 2005 by and between the City and the California Statewide Communities Development Authority, which supports payment on the California Statewide Communities Development Authority Water and Wastewater Revenue Bonds (Pooled Financing Program), Series 2005B, as amended or supplemented from time to time.

"2012 Installment Purchase Agreement" means the Installment Purchase Agreement, dated as of June 1, 2012 by and between the City and the California Statewide Communities Development Authority, which supports payment on the California Statewide Communities Development Authority Water and Wastewater Revenue Bonds, Series 2012B, as amended or supplemented from time to time.

"2022 Installment Sale Agreement" means the Installment Sale Agreement, dated as of March 1, 2022 by and between the City and the Authority, which was assigned to the Bank of the West, as assignee, as amended or supplemented from time to time.

"Wastewater Fund" means the fund or funds established and held by the City with respect to the Wastewater System for the receipt and deposit of System Revenues.

"Wastewater System" means the facilities and property for the collection, transportation and treatment of wastewater for customers within the service area of the City, including but not limited to all facilities, properties, lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City.

"Written Certificate" of the Authority or the City means, respectively, a written certificate, request or requisition signed in the name of the Authority or the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender

is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. *Representations, Covenants and Warranties of the City*. The City represents, covenants and warrants to the Authority as follows:

(a) Due Organization and Existence. The City is a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, and is empowered, among other things, to maintain and operate the Wastewater System and to acquire in the name of the City any interest in real or personal property necessary or convenient for the operation of the Wastewater System.

(b) Due Authorization. The laws of the State authorize the City to enter into this Agreement, and to enter into the transactions contemplated hereby and to carry out its obligations hereunder.

(c) No Conflicts. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement or the financial condition, assets, properties or operations of the City, including but not limited to the performance of the City's obligations under this Agreement.

(d) Valid, Binding and Enforceable Obligations. This Agreement has been duly authorized, executed and delivered by the City and constitutes the legal, valid and binding agreements of the City enforceable against the City in accordance with its terms; except as the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and except as such enforceability may be subject to the exercise of judicial discretion in accordance with principles of equity.

(e) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City's obligations under this Agreement.

(f) No Prior Defaults. No lease, rental agreement, installment purchase or sale agreement, lease-purchase agreement, loan, note, payment agreement or contract for purchase to which the City has been a party at any time during the past ten years has been terminated by the City as a result of either insufficient funds available in any Fiscal Year, or due to the non-payment of required payments. No event has occurred which would constitute a payment-related event of default under any debt, note, revenue bond or obligation which the City has issued during the past ten years.

(g) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(h) Financial Information. The financial information concerning the City heretofore delivered to the Assignee is complete and correct and fairly presents the financial condition of the City for the period(s) referred to and has been prepared in accordance with generally

accepted accounting principles applied on a consistent basis throughout the period(s) involved. There are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the City as of the date of such financial information which are not reflected therein. There has been no material adverse change in the financial condition or operations of the City since the date of such information (and to the City's knowledge no such material adverse change is pending or threatened), and the City has not guaranteed the obligations of, or made any investment in or loans to, any person except as disclosed in such information. The City has good and marketable title to all of its properties and assets related to the Project, and all of such properties and assets are free and clear of encumbrances, except as reflected in such financial information. To the best of the City's knowledge, no document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Agreement contains any untrue or misleading statement of a material fact.

(i) Adequacy of System Net Revenues. The City has structured fees, estimated revenues and/or taken other lawful actions necessary to ensure that the pledge of and lien on System Net Revenues are sufficient to pay the Installment Payments and Assignee Additional Payments when due and payable, and such moneys have been and will continue to be applied in the funds and accounts as required herein and towards payment of the Installment Payments when due and payable.

(j) Completion of Project. The City has an immediate need for, and expects to make immediate use of, the Project, which need is not temporary or expected to diminish during the Term of this Agreement. To the extent the City is or may be required to use additional revenues or spend additional money to complete the Project or make the Project useable, the City represents, warrants and covenants to take all required actions to complete the Project and make the Project useable. The City presently intends to continue this Agreement and make all Installment Payments required hereunder for the entire Term of this Agreement.

(k) [Reserved].

(l) Environmental. The Project and the Wastewater System are in full compliance with all applicable Environmental Laws.

(m) Sufficient Funds. The City reasonably believes that sufficient funds can be obtained to make all Installment Payments and all other amounts required to be paid pursuant to any Parity Debt Document.

(n) Tax-Exempt Status. The City has not taken any action or omitted to take any action, and has no actual knowledge of any action taken or

omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Installment Payments from gross income for federal income tax purposes.

(o) Role of Assignee. The City acknowledges that (i) the Assignee, as the assignee of the Authority under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor, (ii) the Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City or with respect to this Agreement and the financing related thereto, and (iii) the Assignee has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, or the correctness of any legal interpretation made by counsel to any other party with respect to any such matters.

SECTION 2.2. *Representations, Covenants and Warranties of Authority*. The Authority represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence. The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State of California, and has power to enter into this Agreement and to perform the duties and obligations imposed on it hereunder and thereunder. The Board of Directors of the Authority has duly authorized the execution and delivery of this Agreement.

(b) Due Execution. The representatives of the Authority executing this Agreement are fully authorized to execute the same.

(c) Valid, Binding and Enforceable Obligations. This Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding agreement of the Authority with the City, enforceable against the Authority in accordance with the respective terms; except as the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and except as such enforceability may be subject to the exercise of judicial discretion in accordance with principles of equity.

(d) No Conflicts. The execution and delivery hereof and of the Assignment Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by

which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially adversely affect the consummation of the transactions contemplated hereby and by the Assignment Agreement or the financial condition, assets, properties or operations of the Authority, including but not limited to the performance of the Authority's obligations under this Agreement.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery hereof or of the Assignment Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement or the financial conditions, assets, properties or operations of the Authority, including but not limited to the performance of the Authority's obligations hereunder and under the Assignment Agreement.

ARTICLE III

ACQUISITION AND CONSTRUCTION OF THE PROJECT

SECTION 3.1. *Deposit of Moneys*. The Authority hereby agrees to cause the Project to be acquired, constructed and improved as provided in Section 3.2, and to sell the completed Project to the City as provided in Section 4.1. In order to provide funds for the construction of the Project, the Authority shall assign certain of its rights under this Agreement, including the right to receive the Installment Payments from the City, to the Assignee under the Assignment Agreement, and to cause the proceeds of such assignment to be deposited into the Project Fund as provided in Section 3.6.

SECTION 3.2. *Acquisition and Construction of the Project.* The Authority hereby agrees with due diligence to supervise and provide for, or cause to be supervised and provided for, the acquisition, construction and installation of the Project in accordance with the plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the City under all applicable requirements of law. All contracts for, and all work relating to, the acquisition, construction and installation of the Project are subject to all applicable provisions of law relating to the acquisition and construction of public works by the City. The failure of the Authority to complete the Project by its expected completion date does not constitute an Event of Default hereunder or a grounds for termination hereof, nor does any such failure result in the diminution, abatement or extinguishment of the obligations of the City hereunder to pay the Installment Payments when due hereunder.

SECTION 3.3. *Appointment of City as Agent*. The Authority hereby appoints the City as its agent to carry out all phases of the acquisition, construction and installation of the Project under and in accordance with the provisions hereof. The City hereby accepts such appointment and assumes all rights, liabilities, duties and responsibilities of the Authority regarding the acquisition, construction and installation of the Project. As agent of the Authority hereunder, the City shall execute all duties under this Agreement, including, but not limited to, entering into, administer and enforce all purchase orders or other contracts relating to the Project. Payment of Project Costs will be made by the City from amounts held by it in the Project Fund in accordance with the provisions of this Agreement.

SECTION 3.4. *Project Description*. The City has the right to specify the exact scope, nature and identification of the Project and the respective components thereof. The City may from time to time change or modify the description of the Project or any component thereof.

SECTION 3.5. *[Reserved]*.

SECTION 3.6. *Project Fund*. The City shall establish and maintain a special fund or account designated as the “Project Fund” to be held by the City and which shall be accounted for as a separate fund or account. The City shall deposit all amounts advanced to it by the Assignee under the Assignment Agreement in the Project Fund promptly upon receipt of such amounts. Except as otherwise provided herein, moneys in the Project Fund shall be used solely for the payment of the Project Costs. The City shall disburse moneys in the Project Fund from time to time to pay Project Costs (or to reimburse the

City for payment of Project Costs). The City shall maintain accurate records showing all disbursements from the Project Fund. The City shall invest proceeds in the Project Fund in investments authorized by California law and the City's investment policy.

ARTICLE IV

INSTALLMENT SALE OF PROJECT; INSTALLMENT PAYMENTS

SECTION 4.1. *Sale of Project*. The Authority hereby sells the Project to the City, and the City hereby purchases the Project from the Authority, upon the terms and conditions set forth in this Agreement.

SECTION 4.2. *Title*. Title to the Project, and each component thereof, will be deemed conveyed by the Authority to and vested in the City upon the completion of the acquisition, construction and installation thereof. The Authority and the City will execute, deliver and cause to be recorded any and all documents reasonably required by the City to consummate the transfer of title to the Project.

SECTION 4.3. *Term of this Agreement*. The Term of this Agreement commences on the Closing Date and ends on the date the City has paid all Installment Payments, Additional Payments and other amounts due hereunder.

SECTION 4.4. *Installment Payments.*

(a) Obligation to Pay. The City hereby agrees to pay the purchase price of the Project in the aggregate principal amount of $_____, together with interest (calculated at the rate of ____% per annum, or upon the occurrence and during the continuation of an Event of Default, the Default Rate, or upon the occurrence of an Event of Taxability, the Taxable Rate, on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof, payable in semiannual Installment Payments in the respective amounts and on the respective Installment Payment Dates specified in Appendix A.

(b) Effect of Prepayment. If the City prepays the Installment Payments in full, the City's obligations under this Agreement shall thereupon cease and terminate, including but not limited to the City's obligation to pay Installment Payments under this Section.

(C) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section on or before the due date therefor, the Installment Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the due date thereof at the Default Rate, or, if lower, the maximum rate then permitted by law.

(d) Payment Provisions. Each Installment Payment payable hereunder and each Assignee Additional Payment shall be paid in lawful money of the United States of America in immediately available funds to or upon the order of the Assignee. Notwithstanding any dispute between the Authority and the City, the City will make all Installment Payments when due without deduction or offset of any kind and will not

withhold any Installment Payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for said Installment Payments or any portion thereof, said payments or excess of payments, as the case may be, will be credited against subsequent Installment Payments due hereunder or refunded at the time of such determination.

As a result of the assignment by the Authority to the Assignee pursuant to the Assignment Agreement of all of the Authority's rights, title and interest under the Installment Sale Agreement (excepting only the Authority's rights to indemnification), including but not limited to, the right of the Authority to receive the Installment Payments, the City shall pay all Installment Payments when due directly to the Assignee.

The amount of each Installment Payment shall be specified by Assignee in a written invoice to City not later than each Installment Payment Date, which invoice shall include sufficient detail for City to verify the calculated amount of the Installment Payment. In the event the Assignee fails for any reason to provide the City with an invoice for any Installment Payment by the related Installment Payment Date, the City shall not be relieved of its obligation to pay such Installment Payment, but the City shall not be required to make such payment prior to the receipt of such invoice.

SECTION 4.5. *[Reserved]*

SECTION 4.6. *Pledge and Application of System Net Revenues*.

(a) Pledge. The System Net Revenues shall be irrevocably pledged to the punctual payment of the Installment Payments and the Assignee Additional Payments. Such pledge constitutes a lien on the System Net Revenues for the payment of the Installment Payments and the Assignee Additional Payments in accordance with the terms hereof, which lien on the System Net Revenues shall be on a parity with the pledge and lien which secures any Parity Debt.

Pursuant to Section 5451 of the Government Code of the State of California, the pledge of the System Net Revenues by the City for the payment of the Installment Payments and the Assignee Additional Payments constitutes a lien and security interest which immediately attaches to such System Net Revenues, and which shall be effective and binding against the City, its successors, creditors and all others asserting rights therein irrespective of whether those parties have notice of the pledge, irrespective of whether such amounts are or may be deemed to be a fixture and without the need for physical delivery, recordation, filing or further act.

(b) Allocation of System Revenues. The City has previously established the Wastewater Fund, which the City shall continue to hold and maintain for the purposes and uses set forth herein. In order to carry out and effectuate the pledge and lien contained herein, the City agrees and covenants that all System Revenues shall be received by the City in trust hereunder and shall be deposited when and as received in the Wastewater Fund, which fund the City agrees and covenants to maintain and to hold separate and apart from other funds so long as any Installment Payments remain unpaid. To the extent the City has an existing fund which satisfies the foregoing requirements, then such shall be deemed to be the "Wastewater Fund" and the City shall not be required to create a new fund. The City may maintain separate accounts within the Wastewater Fund. The

amounts in the Wastewater Fund shall be invested in Authorized Investments. Moneys in the Wastewater Fund shall be used and applied by the City as provided in this Agreement.

The City shall, from the moneys in the Wastewater Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. Thereafter, all remaining moneys in the Wastewater Fund shall be set aside by the City at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section.

(i) Installment Payments. On or before each Installment Payment Date, the City shall, from the moneys in the Wastewater Fund, transfer to the Assignee the Installment Payment due and payable on such Installment Payment Date. The City shall also, from the moneys in the Wastewater Fund, transfer to the applicable trustee or other payee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Parity Obligation Payments becoming due in accordance with the provisions of any Parity Obligation.

(ii) Reserve Account. On or before each Installment Payment Date, the City shall, from the remaining moneys in the Wastewater Fund, thereafter, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for such reserve accounts, if any, as may have been established in connection with Parity Obligations that sum, if any, necessary to restore such reserve accounts to an amount equal to the amount required to be maintained therein.

(iii) Surplus. Moneys on deposit in the Wastewater Fund not necessary to make any of the payments required above, may be expended by the City at any time for any purpose permitted by law, including but not limited to payments with respect to Subordinate Obligations and deposits to the Rate Stabilization Fund.

(c) Budget and Appropriation of Installment Payments. During the Term of this Agreement, the City will adopt all necessary budgets and make all necessary appropriations of the Installment Payments from the System Net Revenues. If any Installment Payment requires the adoption by the City of a supplemental budget or appropriation, the City will promptly adopt the same. The covenants on the part of the City contained in this subsection are duties imposed by law and it is the duty of each and every public official of the City to take such actions and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this subsection.

SECTION 4.7. *Rate Stabilization Fund*. The City has previously established the Rate Stabilization Fund, which the City shall continue to hold and maintain for the purposes and uses set forth herein. The City may, during or within 210 days after a Fiscal

Year, deposit any legally available funds into the Rate Stabilization Fund. The City may at any time withdraw moneys from the Rate Stabilization Fund and deposit such amounts into the Wastewater Fund.

Notwithstanding anything to the contrary provided herein, System Net Revenues (but not other funds) deposited into the Rate Stabilization Fund shall not be taken into account as System Net Revenues for purposes of the calculations in Sections 5.5(b) and 5.7 in the Fiscal Year to which such deposit is attributable, and amounts withdrawn from the Rate Stabilization Fund and deposited into the Wastewater Fund, during or within 210 days after a Fiscal Year, may be taken into account as System Revenues for purposes of the calculations required under Sections 5.5(b) and 5.7 in such Fiscal Year; provided, that the limitation set forth above shall apply only to System Net Revenues deposited into the Rate Stabilization Fund in a Fiscal Year to avoid double-counting and not any other legally available funds. The amounts in the Rate Stabilization Fund shall be invested in the Authorized Investments.

SECTION 4.8. *Special Obligation of the City; Obligations Absolute.* The City's obligation to pay the Installment Payments and any other amounts coming due and payable hereunder will be a special obligation of the City limited solely to the System Net Revenues. Under no circumstances is the City required to advance moneys derived from any source of income other than the System Net Revenues and other sources specifically identified herein for the payment of the Installment Payments and such other amounts, and no other funds or property of the City are liable for the payment of the Installment Payments.

The obligation of the City to make the Installment Payments from the System Net Revenues and to perform and observe the other agreements contained herein is absolute and unconditional and is not subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Authority or the Assignee of any obligation to the City or otherwise with respect to the Wastewater System, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Assignee. Until all of the Installment Payments, Assignee Additional Payments and other amounts coming due and payable hereunder have been fully paid or prepaid, the City:

(a) will not suspend or discontinue payment of any Installment Payments, Assignee Additional Payments or such other amounts,

(b) will perform and observe all other agreements contained in this Agreement, and

(c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Wastewater System, failure to complete the acquisition and construction of the Project by the estimated completion date thereof, sale of the Wastewater System, the taking by eminent domain of title to or temporary use of any component of the Wastewater System, commercial frustration of purpose, any change in the tax or law other laws of the United States of America or the State of California or any

political subdivision of either thereof or any failure of the Authority or the Assignee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

SECTION 4.9. *Additional Payments*. In addition to the Installment Payments and any Parity Debt, the City will pay when due the following amounts to the following parties:

(a) to the Authority, all costs and expenses (including but not limited to reasonable legal costs and expenses) incurred by the Authority to comply with or that result from the provisions of this Agreement; and

(b) all costs and expenses of auditors, engineers and accountants and other professional services relating to the Wastewater System; and

(c) all Excess Investment Earnings payable under Section 5.10(e); and

(d) to the Assignee, any other amounts owing to the Assignee under the Assignment Agreement, other than amounts payable to the Assignee as Installment Payments.

The Assignee Additional Payments shall be payable from and secured by a pledge and lien upon the System Net Revenues as hereinafter provided. The Additional Payments (other than the Assignee Additional Payments) shall be payable from, but shall not be secured by, a pledge or lien upon any of the System Net Revenues. The rights of the Authority under this Section, and the obligations of the City under this Section, shall survive the termination of this Agreement. It is expressly understood that the provisions of this Section are and will be assigned to the Assignee.

ARTICLE V

COVENANTS OF THE CITY

SECTION 5.1. *Disclaimer of Warranties*. The Assignee makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project or any component thereof, or any other representation or warranty with respect to any of the Project or any component thereof. In no event shall the Authority or the Assignee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Agreement for the existence, furnishing, functioning or use of the Project.

SECTION 5.2. *Sale or Eminent Domain of Wastewater System*. Except as provided herein, the City covenants that the Wastewater System will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the City to pay the Installment Payments or the principal of or interest on any Parity Debt, or would materially adversely affect its ability to comply with the terms of this Agreement, Senior Debt or any Parity Debt

Documents. The City may not enter into any agreement which impairs the operation of the Wastewater System or any part of it necessary to secure adequate System Net Revenues to pay the Installment Payments or any Parity Debt, or which otherwise would impair the rights of the Assignee with respect to the System Net Revenues. If any substantial part of the Wastewater System is sold, the payment therefor must be used, at the option of the City, either (a) for the acquisition or construction of improvements and extensions or replacement facilities or (b) to prepay the Installment Payments and any Parity Debt, in the amounts determined by the City.

Any amounts received as awards as a result of the taking of all or any part of the Wastewater System by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the City, will either (a) be used for the acquisition or construction of improvements and extension of the Wastewater System, or (b) be applied to prepay on a pro rata basis the Installment Payments and any Parity Debt on the next available prepayment date.

SECTION 5.3. *Insurance*. The City will at all times maintain with responsible insurers all such insurance on the Wastewater System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Wastewater System. All amounts collected from insurance against accident to or destruction of any portion of the Wastewater System will be used, at the option of the City, either (a) to repair or rebuild such damaged or destroyed portion of the Wastewater System, or (b) to prepay the Installment Payments and any Parity Debt, in the amounts determined by the City.

The City will also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the City, the Authority and the Assignee.

Any policy of insurance required under this Section may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance.

SECTION 5.4. *Records and Accounts*. The City shall keep proper books of record and accounts of the Wastewater System in which complete and correct entries shall be made of all transactions relating to the Wastewater System. Said books shall, upon prior request, be subject to the reasonable inspection of the Authority upon not less than two Business Days' prior notice to the City.

The City shall cause the books and accounts of the Wastewater System to be audited annually by an Independent Accountant. Such report may be part of a combined financial audit or report covering all or part of the City's finances.

SECTION 5.5. *Rates and Charges*.

(a) The City will, at all times while any of the Installment Payments remain unpaid, fix, prescribe and collect rates, fees and charges and manage the operation of the Wastewater System for each Fiscal Year so as to yield System Revenues at least

sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts during such Fiscal Year:

(i) All current Operation and Maintenance Costs.

(ii) The Installment Payments and the payments for the other Parity Debt and the Repayment Obligations and the payment of the Subordinate Obligations as they become due and payable.

(iii) All payments required for compliance with the terms hereof.

(iv) All payments to meet any other obligations of the City which are charges, liens or encumbrances upon, or payable from, the System Net Revenues.

(b) In addition to the requirements of the foregoing subsection (a) of this Section 5.5, the City will, at all times while any Installment Payments remain unpaid, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the Wastewater System for each Fiscal Year so as to yield System Net Revenues during such Fiscal Year equal to at least 125% of the Annual Debt Service in such Fiscal Year; provided, an adjustment may be made to the amount of System Net Revenues as provided in Section 4.7.

The City may make or permit to be made adjustments from time to time in such rates, fees and charges and may make or permit to be made such classification thereof as it deems necessary, but shall not reduce or permit to be reduced such rates, fees and charges below those then in effect unless the System Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this Section.

SECTION 5.6. *Superior and Subordinate Obligations*. The City may not issue or incur any additional bonds or other obligations during the Term of this Agreement having any priority in payment of principal or interest out of the System Revenues or the System Net Revenues over the Installment Payments. Nothing herein limits or affects the ability of the City to issue or incur (a) Parity Debt under Section 5.7, or (b) obligations which are either unsecured or which are Subordinate Obligations.

SECTION 5.7. *Issuance of Parity Debt*. The City may issue or incur any Parity Debt during the Term hereof provided:

(a) the City shall be in compliance with all agreements, conditions, covenants and terms contained herein and in each Parity Debt Document required to be observed or performed by it, and a Certificate of the City to that effect shall have been filed with the Authority and the Assignee;

(b) the Parity Debt shall have been duly authorized pursuant to the Law and all applicable laws;

(c) the System Net Revenues for the last completed Fiscal Year or any 12 consecutive months within the last 18 months preceding the date of execution of such Parity Debt, as shown by a Certificate of the City on file with the Assignee, plus an allowance for increased System Net

Revenues arising from any increase in the rates, fees and charges of the System which was duly adopted by the governing board of the City prior to the date of the execution of such Parity Debt but which, during all or any part of such 12 month period, was not in effect, in an amount equal to the amount by which the System Net Revenues would have been increased if such increase in rates, fees and charges had been in effect during the whole of such 12 month period, as shown by a Certificate of the City on file with the Assignee, shall have produced a sum equal to at least 125% of the Maximum Annual Debt Service as calculated after the execution of such Parity Debt; provided, that in the event that all or a portion of such Parity Debt is to be issued for the purpose of refunding and retiring any Parity Debt then outstanding, interest and principal payments on the Parity Debt to be so refunded and retired from the proceeds of such Parity Debt being issued shall be excluded from the foregoing computation of Maximum Annual Debt Service; provided further, that the City may at any time issue Parity Debt without compliance with the foregoing conditions if the Annual Debt Service for each Fiscal Year during which such Parity Debt is outstanding will not be increased by reason of the issuance of such Parity Debt; and provided further, an adjustment may be made in the amount of System Net Revenues as provided in Section 4.7.

(d) The City will deliver to the Authority and the Assignee a written certificate of an Authorized Representative of the City certifying that the conditions precedent to the issuance of such Parity Debt set forth in subsections (a), (b) and (c) of this Section have been satisfied.

Nothing contained in this Section shall limit the issuance of any revenue bonds of the City payable from the System Net Revenues and secured by a lien and charge on the System Net Revenues if, after the issuance and delivery of such revenue bonds, none of the Installment Payments shall be unpaid. Furthermore, nothing contained in this Section shall limit the issuance of any Subordinate Obligations.

SECTION 5.8. *Operation of Wastewater System in Efficient and Economical Manner; No Free Service*. The City will operate the Wastewater System in an efficient and economical manner and to operate, maintain and preserve the Wastewater System in good repair and working order. The City will not permit any part of the Wastewater System or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person, or by any public agency (including the State of California and any city, county, public agency, political subdivision, public corporation or agency or any thereof), unless otherwise required by law or existing written agreements.

SECTION 5.9. *Assignment and Amendment Hereof.* This Agreement may not be assigned by the City in whole or in part. This Agreement may be amended by the City and the Authority, but only with the prior written consent of the Assignee.

SECTION 5.10. *Tax Covenants*.

(a) Generally. The City shall not take any action, or permit to be taken any action or omission within its control, which would cause or which, with the passage of time if not

cured would cause, the interest components of the Installment Payments to become includable in gross income of the Authority or its Assignee for federal income tax purposes.

(b) Private Activity Bond Limitation. The City shall assure that the proceeds of the Installment Payments are not so used as to cause the Installment Payments to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The City shall not take any action, or permit to be taken any action or omission within its control, if the result of the same would be to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The City shall not take any action, or permit or suffer to be taken any action or omission within its control, with respect to the proceeds of the Installment Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Installment Payments to constitute "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) Arbitrage Rebate. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of Excess Investment Earnings, if any, to the federal government, to the extent that such section is applicable to this Agreement.

(f) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to this Agreement for at least three years after the payment or prepayment in full of the Installment Payments, whichever is earlier, or for such lesser period of time as may be permitted under the Tax Code.

(g) Acquisition, Disposition and Valuation of Investments. Except as otherwise provided in the following sentence, the City covenants that all investments of amounts deposited in any fund or account created by or under this Agreement, or otherwise containing gross proceeds of this Agreement (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at their present value (within the meaning of Section 148 of the Tax Code).

For purposes of this subsection, the term "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance

with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(h) Small Issuer Exemption from Bank Nondeductibility Restriction. The City hereby designates this Agreement for purposes of paragraph (3) of Section 265(b) of the Tax Code and represents that not more than $10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Agreement, has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2023.

SECTION 5.11. *Discharge of Claims*. The City covenants that in order to fully preserve and protect the priority and security of the Installment Payments the City shall pay from the System Net Revenues and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Wastewater System which, if unpaid, may become a lien or charge upon the System Net Revenues prior or superior to the lien of the Installment Payments and impair the security of the Installment Payments. The City shall also pay from the System Net Revenues all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Wastewater System or upon any part thereof or upon any of the System Net Revenues therefrom.

SECTION 5.12. *Enforcement of and Performance Under Contracts*. The City shall enforce all material provisions of any contracts to which it is a party, an assignee, successor in interest to a party or third-party beneficiary, in any case where such contracts provide for material payments or services to be rendered to the Wastewater System. Further, the City will comply with, keep, observe and perform all material agreements, conditions, covenants and terms, express or implied, required to be performed by it, contained in all contracts affecting or involving the Wastewater System, to the extent that the City is a party thereto.

SECTION 5.13. *Collection of Charges, Fees and Rates*. The City will have in effect at all times rules and regulations requiring each user of the Wastewater System to pay the applicable charges, fees and rates and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the City will enforce the collection procedures contained in such rules and regulations.

SECTION 5.14. *Reporting and Filing Requirements*. During the Term of this Agreement, the City shall make the following filings with the Assignee:

(a) Audited Financial Statements. The City shall file with the Assignee the City's audited financial statements for each Fiscal Year by no later than the 270 days following the close of such Fiscal Year.

(b) Annual Budgets. The City shall file with the Assignee the annual budget for each Fiscal Year within 45 days of the adoption of such budget.

(c) Event of Default. The City shall immediately notify the Assignee by email, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Agreement.

(D) Additional Information. The City shall file with the Assignee such additional information as the Assignee may reasonably request in writing, within a reasonable period of time after the receipt of such written request by the City.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.1. *Events of Default Defined*. The following events constitute Events of Default hereunder:

(a) Failure by the City to pay any Installment Payment by the applicable Installment Payment Date or failure to make any other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Agreement other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Assignee or the Authority; *provided, however*, that if the failure stated in the notice cannot be corrected within such 30-day period, the Authority shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property.

(d) Any statement, representation or warranty made by the City in or pursuant to this Agreement or its execution, delivery or performance shall prove to have knowingly been false, incorrect, misleading or breached in any material respect on the date when made.

(e) The occurrence of any event defined to be an event of default under any Parity Debt Documents.

In the case of any Event of Default specified in Section 6.1(c), the entire principal amount of the unpaid Installment Payments and the accrued interest thereon and any other unpaid amount required to be paid hereunder shall automatically become due and payable immediately and thereupon said unpaid Installment Payment and any other unpaid amount required to be paid hereunder becomes immediately due and payable, anything contained herein to the contrary notwithstanding.

In the case of any Event of Default specified in Section 6.1 above (including any Event of Default specified in Section 6.1(c)), the Assignee may declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon and any other unpaid amount required to be paid hereunder to be due and payable immediately, and upon any such declaration said unpaid Installment Payment and any other unpaid amount required to be paid hereunder becomes immediately due and payable, anything contained herein to the contrary notwithstanding.

This Section is subject to the condition, however, that if at any time after the entire principal amount of the unpaid Installment Payments and the accrued interest thereon have been so declared due and payable, and before any judgment or decree for the payment of the money due has been obtained or entered, the City shall deposit with the Authority a sum sufficient to pay the unpaid principal amount of the Installment Payments due and payable prior to such declaration and the accrued interest thereon and any other unpaid amount required to be paid hereunder, with interest on such overdue installments at the rate or rates applicable to such unpaid principal amounts of the Installment Payments if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) have been cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate has been made therefor, then and in every such case the Authority, by written notice to the City, may rescind and annul such declaration and its consequences; but no such rescission and annulment extends to or affects any subsequent default or shall impair or exhaust any right or power consequent thereon

SECTION 6.2. *Application of System Net Revenues Upon Acceleration*. All System Net Revenues upon the date of the declaration of acceleration by the Authority as provided in Section 6.1 and all System Net Revenues thereafter received will be applied in the following order:

First, to the payment of the costs and expenses of the Authority, if any, in carrying out the provisions of this Article, including reasonable compensation to its agents, accountants and counsel and including any indemnification expenses;

Second, to the payment of the interest then due and payable on the entire principal amount of the unpaid Installment Payments, and, if the amount available is not sufficient to pay in full all such interest then due and payable, then to the payment thereof ratably, according to the amounts due thereon without any discrimination or preference; and

Third, to the payment of the unpaid principal amount of the Installment Payments which has become due and payable, whether on the original due date or upon acceleration, with interest on the overdue principal and interest amounts of the unpaid Installment Payments at the rate or rates of interest then applicable to such Installment Payments if paid in accordance with their terms, and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Installment Payments on any date, together with such interest, then to the payment thereof ratably, according to the principal amount due on such date, without any discrimination or preference; and

Fourth, to the payment of any other amount required to be paid hereunder.

SECTION 6.3. *Other Remedies on Default*. If an Event of Default occurs and is continuing, the interest rate shall increase to the Default Rate, and the Assignee has the right, at its option and without any further demand or notice, to take any one or more of the following actions:

(a) Apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require officials of the City to charge and collect rates for services provided by the City and the Wastewater System sufficient to meet all requirements of this Agreement.

(b) Take whatever action at law or in equity, including specific enforcement, mandamus, or any equitable remedies available, as may be desirable and permitted by law to collect the Installment Payments then due or thereafter to become due during the Term of this Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement.

SECTION 6.4. *No Remedy Exclusive*. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it is not necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 6.5. *Agreement to Pay Attorneys' Fees and Expenses*. If either party to this Agreement defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees and expenses of such attorneys and such other expenses so incurred. The provisions of this Section will survive the expiration of the Term of this Agreement.

SECTION 6.6. *No Additional Waiver Implied by One Waiver*. If any agreement contained in this Agreement is breached by either party and thereafter waived by the other

party, the waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

SECTION 6.7. *Liability Limited to System Net Revenues*. Notwithstanding any provision of this Agreement, the City's liability to pay the Installment Payments and other amounts hereunder is limited solely to System Net Revenues as provided in Article IV. If the System Net Revenues are insufficient at any time to pay an Installment Payment in full, the City is not liable to pay or prepay such Installment Payment other than from System Net Revenues.

SECTION 6.8. *Rights of Assignee*. Such rights and remedies as are granted to the Authority under this Article or under this Agreement shall be exercised by the Assignee, as assignee of the rights of the Authority hereunder, in accordance with the provisions of the Assignment Agreement.

ARTICLE VII

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 7.1. *Prepayment*. The City has the right to prepay the Installment Payments, but only in the manner, at the times and in all respects in accordance with the provisions of this Article.

SECTION 7.2. *Optional Prepayment*. The City may, at its option, prepay the Installment Payments, in whole or in part, on any date on or after April 1, 2027, at a prepayment price equal to the principal amount of Installment Payments being prepaid together with accrued interest thereon, without premium.

Notice of prepayment shall be given by the City not less than 30 calendar days prior to the prepayment date, to the Authority and the Assignee at their respective addresses set forth in Section 8.2 or at such other address as is furnished to the City in writing by the Authority or the Assignee. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Authority or the Assignee receives such notice.

If notice of prepayment is given as aforesaid, the Installment Payments shall become due and payable at the prepayment price and on the prepayment date therein designated and if, on the designated prepayment date, money for the payment of the prepayment price have been paid, then from and after the prepayment date, interest on the principal amount of the prepaid Installment Payments shall cease to accrue and become payable.

SECTION 7.3. *Prepayment From Net Proceeds of Insurance or Eminent Domain*. The City may prepay the unpaid principal balance of the Installment Payments in whole or in part, on any date, if and to the extent the City determines to apply any proceeds of insurance award or condemnation award with respect to the Wastewater System for such purpose in accordance with Sections 5.2 or 5.3, at a prepayment price equal to 100% of the principal amount to be prepaid plus accrued interest to the prepayment date, without premium.

SECTION 7.4. No *Surrender of Agreement Required*. No surrender of this Agreement shall ever be required as a condition for payment or otherwise. The Authority, the City, and the Assignee agree that this Agreement shall terminate, excepting those provisions expressly surviving termination of this Agreement.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. *Further Assurances*. The City agrees that it will execute and deliver any and all such further agreements, instruments, financing statements or other assurances as may be reasonably necessary or requested by the Authority, the Assignee to carry out the intention or to facilitate the performance of this Agreement, including, without limitation, to perfect and continue the security interests herein intended to be created.

SECTION 8.2. *Notices*. Any notice, request, complaint, demand or other communication hereunder shall be given by first class mail, personal delivery or email or other form of electronic communication, to the party entitled thereto, at its respective address set forth below. Notice shall be effective (a) 48 hours after deposit in the United States mail, postage prepaid, (b) in the case of personal delivery to any person, upon actual receipt, and (c) upon transmission by email or other form of electronic communication. The City, the Authority and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City or the Authority	City of St. Helena 1088 College Avenue St. Helena, California 94574 Attention: Administrative Services Director Email: mkellogg@cityofsthelena.org
If to the Assignee:	JPMorgan Chase Bank, N.A. _____ _____ Attention: _____ Email: _____

The Authority, the City and the Assignee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 8.3. *Third Party Beneficiary.* The Assignee is hereby made a third-party beneficiary under this Agreement with all rights of a third-party beneficiary.

SECTION 8.4. *Governing Law*. This Agreement will be construed in accordance with and governed by the laws of the State of California.

SECTION 8.5. *Binding Effect*. This Agreement inures to the benefit of and is binding upon the Authority, the City and the Assignee, and their respective successors and assigns.

SECTION 8.6. *Severability of Invalid Provisions*. If any one or more of the provisions contained in this Agreement are for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the City each hereby declares that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

SECTION 8.7. *Article and Section Headings and References*. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, will be solely for convenience of reference and do not affect the meaning, construction or effect of this Agreement. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender mean and include words of the feminine and neuter genders.

SECTION 8.8. *Payment on Non-Business Days*. Whenever any payment is required to be made hereunder on a day which is not a Business Day, such payment will be made on the immediately preceding Business Day.

SECTION 8.9. *Execution of Counterparts*. This Agreement may be executed in any number of counterparts, each of which for all purposes is deemed to be an original and all of which together constitutes but one and the same instrument.

SECTION 8.10. *Waiver of Personal Liability*. No member of the City Council, officer, agent or employee of the City has any individual or personal liability for the payment of Installment Payments or Additional Payments or be subject to any personal liability or accountability by reason of this Agreement; but nothing herein contained shall relieve any such member of the City Council, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

SECTION 8.11. *Defeasance*. If and when all of the Installment Payments shall be paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal and interest with respect to the Installment Payments as and when the same become due and payable in good and indefeasible funds via check or wire transfer as may from time to time be directed by the Assignee;

(b) by depositing with an escrow agent or other fiduciary, in trust, at or before the final stated Installment Payment Date, money which is fully

sufficient to pay and discharge the Installment Payments, including all principal and interest and prepayment premium, (if any) at or before their respective Installment Payment Dates;

(c) by depositing with an escrow agent or other fiduciary, in trust, Federal Securities in such amount as an independent certified public accountant shall determine in writing will, together with the interest to accrue thereon and without reinvestment, be fully sufficient to pay and discharge the Installment Payments, including all principal and interest and prepayment premium, (if any), at or before their respective Installment Payment Dates; or

(d) by depositing with an escrow agent or other fiduciary, under an escrow deposit and trust agreement, security for the payment and discharge of the Installment Payments, including all principal and interest and prepayment premium (if any) in form and substance acceptable to the Authority, or its assign, in its sole discretion, said security to be applied to pay the Installment Payments, including all principal and interest and prepayment premium (if any) in full on the earliest possible date;

all obligations of the City with respect to this Agreement shall cease and terminate and this Agreement shall be discharged, except for any provision herein which expressly states that it survives termination. The City shall provide to the Authority and the Assignee at least 30 calendar days prior written notice of its intent to discharge its obligations with respect to this Agreement by satisfying the conditions of this Section, and shall provide the Authority and the Assignee with an opinion of Bond Counsel stating that (i) the deposit and application of funds under this Section does not, of itself, cause the interest components of the Installment Payments to be includable in gross income for federal tax purposes, and (ii) as a result of the deposit and application of funds under this Section, all obligations of the City with respect to this Agreement have ceased and terminated and this Agreement has been discharged.

[Signature Page Follows]

[SIGNATURE PAGE TO INSTALLMENT SALE AGREEMENT]

IN WITNESS WHEREOF, the Authority and the City have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

ST. HELENA FINANCING AUTHORITY

By: _____
Mandy Kellogg
Treasurer

CITY OF ST. HELENA

By: _____
Mandy Kellogg
Administrative Services Director

APPENDIX A

SCHEDULE OF INSTALLMENT PAYMENTS

Installment Payment Date	Principal Component	Interest Component	Aggregate Installment Payment

Totals:

ATTACHMENT B

Jones Hall Draft of Nov. 1, 2023

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 29, 2023, is among the ST. HELENA FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), JP MORGAN CHASE BANK, N.A., a national banking association, as assignee (including its successors and assigns, the "Assignee"), and the CITY OF ST. HELENA, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City").

B A C K G R O U N D :

1. The City owns and operates a system for the collection, treatment and disposal of wastewater within the service area of the City (the "Wastewater System").

2. The City wishes to finance a portion of the costs of new treatment facilities for the Wastewater System, including construction and acquisition of a membrane bioreactor system, retrofitting and rehabilitation of aging facilities and various other related improvements (the "Project").

3. The Authority has been formed for the purpose of assisting the City in the financing and refinancing of public capital improvements.

4. In order to provide funds to finance the a portion of the costs of Project, the Authority and the City have entered into an Installment Sale Agreement dated as of November 29, 2023 (the "Installment Sale Agreement") under which the Authority agrees to provide financing for a portion of the costs of the Project and to sell the completed Project to the City in consideration of the agreement by the City to pay the purchase price of the Project in semi-annual installment payments (the "Installment Payments").

5. For the purpose of obtaining the moneys required to finance a portion of the costs of the Project in accordance with the terms of the Installment Sale Agreement, the Authority has agreed to assign and transfer certain of its rights under the Installment Sale Agreement to the Assignee, including but not limited to its right to receive and enforce the payment of the Installment Payments, under this Agreement.

A G R E E M E N T :

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms*. All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Installment Sale Agreement.

SECTION 2. *Assignment*. In consideration for the agreement of the Assignee to make Advances from time to time under the Installment Sale Agreement, subject to the terms and conditions of the Installment Sale Agreement, the Authority hereby assigns to the Assignee all of the Authority's rights, title and interest under the Installment Sale Agreement (excepting only the Authority's rights to indemnification and to payment or

reimbursement of its reasonable costs and expenses under the Installment Sale Agreement), including but not limited to:

(a) the right to receive and collect all of the Installment Payments from the City under the Installment Sale Agreement; and

(b) the right to exercise such rights and remedies conferred on the Authority under the Installment Sale Agreement as may be necessary or convenient (i) to enforce payment of the Installment Payments and any amounts required to be credited to the payment or prepayment thereof, or (ii) otherwise to protect the interests of the Authority in the event of a default by the City under the Installment Sale Agreement;

The assignment made under this Section is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Acceptance*. The Assignee hereby accepts the assignments made herein.

SECTION 4. *Representations and Warranties of the Authority*. The Authority hereby represents, warrants and covenants to and with the City and the Assignee as follows:

(a) The Installment Sale Agreement is free and clear of all claims, liens, security interests, encumbrances of any kind or character created by, through or under the Authority, except the rights of the City thereunder, and except as contemplated in the Installment Sale Agreement. The Installment Sale Agreement is and shall remain free of all claims, liens, security interests and encumbrances arising through any act or omission of the Authority.

(b) The Authority has complied with and performed all of its obligations under the Installment Sale Agreement and all related documents and instruments.

(c) The Installment Sale Agreement delivered to the Assignee herewith is an original and constitutes the entire writing, obligation and agreement between the Authority and City respecting the Installment Payments due thereunder.

SECTION 5. *Representations and Warranties of the Assignee*. The Assignee hereby certifies, represents, warrants, acknowledges, and covenants to and with the City and the Authority as follows:

(a) The Assignee acknowledges that the City will rely on the certifications, representations, warranties, acknowledgements, and covenants contained in this Agreement.

(b) The Assignee is authorized to acquire an assignment of the Installment Sale Agreement as set forth herein.

(c) The Assignee is a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or is an "accredited investor" as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Institutional Accredited Investor").

(d) The Assignee is not acquiring an assignment of the Installment Sale Agreement for more than one account, has no present intention to re-assign the Installment Sale Agreement, and is not acquiring an assignment of the Installment Sale Agreement with a view to distributing or re-assigning the Installment Sale Agreement.

(e) The Assignee has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Installment Sale Agreement, to be capable of evaluating the merits and risks of the Installment Sale Agreement, and the Assignee is able to bear the economic risks of the Installment Sale Agreement.

(f) The Assignee recognizes that the Installment Sale Agreement involves significant risks, that there is no established market for the Installment Sale Agreement and that none is likely to develop and, accordingly, that the Assignee must bear the economic risk of the Installment Sale Agreement for an indefinite period of time.

(g) The Assignee is not relying upon the City or any of its employees or agents for advice as to the merits and risks of the Installment Sale Agreement. The Assignee has sought such accounting, legal and tax advice as it has considered necessary to make an informed lending decision.

(h) The Assignee has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning the City, the Project, the Wastewater System, the Gross Revenues and the Net Revenues, the Installment Sale Agreement, and the security therefor, and the transactions and documents related to or contemplated by the foregoing.

(i) The Assignee has been furnished with all documents and information regarding the City, the Project, the Wastewater System, the Gross Revenues and the Net Revenues, the Installment Sale Agreement, and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it has requested.

(j) The Assignee understands that the offering and sale of the Installment Sale Agreement by the City were exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d)(1)(i) of said Rule.

(k) The Assignee understands that the Installment Sale Agreement carries no rating from any rating service.

(l) The Assignee understands that the Installment Sale Agreement is not registered under the Securities Act and is not registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state.

(m) The person executing this Agreement on behalf of the Assignee is duly authorized to do so on the Assignee's behalf.

SECTION 6. *Limitations on Further Assignments*. The Assignee may resell or otherwise transfer all (but not less than all) of its interest in the Installment Sale Agreement, but only to an institution that (i) the Assignee reasonably believes is either a Qualified Institutional Buyer, or an Institutional Accredited Investor and is purchasing the Installment Sale Agreement for its own account, (ii) delivers to the City and the Authority an executed Investor Letter containing substantially the representations and warranties set forth in Section 5, and (iii) otherwise complies in all respects with the provisions of the Installment Sale Agreement regarding such sale or transfer.

SECTION 7. *[Reserved]*.

SECTION 8. *Expenses*. The fees and disbursements of Bond Counsel, the fees and disbursements of the municipal advisor to the City or the Authority, CDIAC fees, fees of Assignee's legal counsel (if any), and other miscellaneous expenses of the City or the Authority incurred in connection with the offering and delivery of the Installment Sale Agreement shall all be the obligation of the Authority. The Assignee shall have no responsibility for any expenses associated with the Installment Sale Agreement, including, but not limited to, the expenses identified above as the obligation of the City or the Authority.

SECTION 9. *Execution in Counterparts*. This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately executed by the Assignee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Assignee and the Authority.

SECTION 10. *Binding Effect*. This Agreement inures to the benefit of and binds the Authority and the Assignee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 11. *Governing Law*. This Agreement is governed by the Constitution and laws of the State of California.

SECTION 12. *No Sovereign Immunity*. The Authority hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to this Agreement. To the extent the Authority has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the Authority hereby waives and agrees not to claim, to the

extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement.

SECTION 13. *Arm's Length Transaction*. The transaction described in this Agreement is an arm's length, commercial transaction between the City and the Authority, on one hand, and the Assignee, on the other, in which: (i) the Assignee is acting solely as a principal (i.e., as Assignee) and for its own interest; (ii) the Assignee is not acting as a municipal advisor or financial advisor to the City or the Authority; (iii) the Assignee has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City or the Authority with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Assignee or any of its affiliates has provided other services or is currently providing other services to the City or the Authority on other matters); (iv) the only obligations the Assignee has to the City and the Authority with respect to this transaction are set forth in this Agreement or the Installment Sale Agreement; and (v) the Assignee is not recommending that the City or the Authority take an action with respect to the transaction described in this Agreement and the other Basic Documents, and before taking any action with respect to the this transaction, the City or the Authority should discuss the information contained herein with the City's or the Authority's own legal, accounting, tax, financial and other advisors, as the City's or the Authority's deems appropriate.

[Signature Page Follows]

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the day and year first written above.

ST. HELENA FINANCING AUTHORITY, *as Assignor*

By _____
Mandy Kellogg
Treasurer

CITY OF ST. HELENA

By _____
Mandy Kellogg
Administrative Services Director

JPMORGAN CHASE BANK, N.A.,
as Assignee

By _____

Name _____

Title _____

Installment Sale Agreement (the “2023 Sewer Bond”)

City Council / St. Helena Financing Authority November 14, 2023

DRALLC

Del Rio Advisors, LLC

"Independent Registered Municipal Advisor"

Outline

- Existing Debt Obligations of the Sewer Enterprise Fund
- Summary of the RFP Responses
- Estimated Financing Summary
- Costs of Issuance
- Estimated Amortization
- Estimated Debt Service (“All Obligations)
- Estimated Debt Service Profile (“All Obligations”)
- Pro Forma Cash Flow and Coverage
- Proposed Financing, Financing Team and Recommended Action
- Questions and Discussion

Existing Debt Obligations of the Sewer Enterprise Fund

California Statewide Communities Development Authority
Water and Wastewater Revenue Bonds (Pooled Financing Program)
Series 2005B

Principal Payments:	October 1, 2023 to October 1, 2030
Remaining Amount:	$940,000
Interest Rates:	4.30% to 4.375% (2023 to 2030)
Purpose:	Funded $2,104,000 of Sewer System Improvements

California Statewide Communities Development Authority
Water and Wastewater Revenue Bonds
Series 2012

Principal Payments:	October 1, 2023 to October 1, 2032
Remaining Amount:	$917,392
Interest Rates:	3.00% to 4.00% (2023 to 2032)
Purpose:	Funded Approximately $1,555,435 of Sewer System Improvements

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City of St. Helena
2022 Installment Sale Agreement

Principal Payment:	April 1, 2025
Remaining Amount:	$9,362,000
Interest Rates:	Variable (SOFR), Currently 4.798% (5.31% * 80% + 55bp)
Purpose:	Funded $9,362,000 of Sewer Plant Improvements (To Be Repaid from Proceeds of USDA Loan After Project Completion)

Summary of the RFP Responses

	CA Bank and Trust	Capital One	Flagstar Public Funding	JP Morgan Chase Bank	Webster Bank	Western Alliance
Interest Rates **15yr** **20yr**	 5.57% 5.69%	 5.29% 5.37%	 5.23% n/a	 No Call 4.26% Callable 5.02% (*) n/a	 5.06% 5.26%	 5.88% 6.05%
Rate Lock	Upon Credit Approval	Rate Locked Through November 29th	30 Days Prior to Closing	Locked Upon Acceptance of RFP (*)	Rate Locked Through December 8th	Two Weeks Prior to Closing
Prepayment	15yr any time at 100% 20yr: any time at 100%	15yr: any date after 10/1/31 @ 100% 20yr: any date after 10/1/33 at 100%	15yr: 10/1/28 @ 101.5% DTP 4/1/32 Other: par call any time after 10/1/24 for $25k fee	15yr: Callable Option: any date on or after 4/1/27 @ 100% n/a	15yr: 4/1/32 @ 102% DTP 4/1/34 20yr: 4/1/32 @102%, 4/1/33 @ 102% 4/1/34 @ 101%, par thereafter	15yr: on or before 10/1/28 @ 103%, DTP 10/1/30 20yr: on or before 10/1/31 @ 103%, DTP 10/1/33
Bank Counsel Fee	n/a	n/a	n/a	$10k	n/a	$15k
Rate Covenant / ABT	1.25x	1.20x	1.20x	1.25x	1.20x	1.20x

(*) The Financing Team expects to lock the *interest rate on November 15th upon review and approval by the City Council / Authority on November 14th.*

Estimated Financing Summary

Principal Amount	$2,975,000
Project Fund	$2,873,610
Costs of Issuance	$101,390
Total Interest	$1,490,849
Total Debt Service	$4,465,849
Final Maturity	FY 2039 (15yrs)
Interest Rate (1)	5.02%
"All-In" TIC (2)	5.48%

(1) The Financing Team expects to lock the interest rate on November 15th upon review and approval by the City Council / Authority on November 14th.

(2) Includes $101,390 in Costs of Issuance

Costs of Issuance

Role	Party	Total	Notes
Bond Counsel	Jones Hall	$32,500.00	Per Proposal
Municipal Advisor	Del Rio Advisors, LLC	$27,500.00	Per Contract
MA Expenses	Del Rio Advisors, LLC	$750.00	NTE Amount
Placement Agent	Brandis Tallman	$25,000.00	Per Proposal
Bank Counsel	TBD	$10,000.00	Per RFP
Regulatory	CDIAC	$743.75	CDIAC Formula
Contingency	Rounding / Miscellaneous	$4,896.25	
Total		**$101,390.00**	

Estimated Amortization

Period Ending	Principal	Coupon	Interest	Debt Service
4/1/2024	40,000	5.020%	50,611.36	90,611.36
4/1/2025	81,000	5.020%	146,333.00	227,333.00
4/1/2026	87,000	5.020%	142,216.60	229,216.60
4/1/2027	98,000	5.020%	137,698.60	235,698.60
4/1/2028	100,000	5.020%	132,728.80	232,728.80
4/1/2029	100,000	5.020%	127,708.80	227,708.80
4/1/2030	100,000	5.020%	122,688.80	222,688.80
4/1/2031	100,000	5.020%	117,668.80	217,668.80
4/1/2032	178,000	5.020%	111,695.00	289,695.00
4/1/2033	186,000	5.020%	102,659.00	288,659.00
4/1/2034	309,000	5.020%	91,790.70	400,790.70
4/1/2035	324,000	5.020%	76,103.20	400,103.20
4/1/2036	341,000	5.020%	59,637.60	400,637.60
4/1/2037	358,000	5.020%	42,293.50	400,293.50
4/1/2038	377,000	5.020%	24,096.00	401,096.00
4/1/2039	196,000	5.020%	4,919.60	200,919.60
	2,975,000		1,490,849.36	4,465,849.36

Estimated Debt Service ("All Obligations")

Fiscal Year	Series 2005B	Series 2012	BANs Interest (1)	USDA Loan (2)	Series 2023 Bonds (3)	Fiscal Year Debt Service
2024	138,821.25	112,847.90	468,100.00	-	90,611.36	810,380.51
2025	139,413.75	112,608.85	-	472,480.00	227,333.00	951,835.60
2026	139,750.00	112,560.06	-	472,560.00	229,216.60	954,086.66
2027	139,828.13	111,663.44	-	472,480.00	235,698.60	959,670.16
2028	139,687.50	111,662.61	-	473,240.00	232,728.80	957,318.91
2029	139,328.13	111,912.80	-	472,800.00	227,708.80	951,749.73
2030	138,750.00	112,434.72	-	473,200.00	222,688.80	947,073.52
2031	137,953.13	111,717.46	-	473,400.00	217,668.80	940,739.39
2032	-	111,935.02	-	473,400.00	289,695.00	875,030.02
2033	-	111,978.66	-	473,200.00	288,659.00	873,837.66
2034	-	-	-	472,800.00	400,790.70	873,590.70
2035	-	-	-	473,200.00	400,103.20	873,303.20
2036	-	-	-	473,360.00	400,637.60	873,997.60
2037	-	-	-	473,280.00	400,293.50	873,573.50
2038	-	-	-	472,960.00	401,096.00	874,056.00
2039	-	-	-	473,400.00	200,919.60	674,319.60
2040	-	-	-	472,560.00	-	472,560.00
2041	-	-	-	472,480.00	-	472,480.00
2042	-	-	-	473,120.00	-	473,120.00
2043	-	-	-	473,440.00	-	473,440.00
2044	-	-	-	473,440.00	-	473,440.00
2045	-	-	-	473,120.00	-	473,120.00
2046	-	-	-	473,480.00	-	473,480.00
2047	-	-	-	472,480.00	-	472,480.00
2048	-	-	-	473,160.00	-	473,160.00
2049	-	-	-	473,440.00	-	473,440.00
2050	-	-	-	473,320.00	-	473,320.00
2051	-	-	-	472,800.00	-	472,800.00
2052	-	-	-	472,880.00	-	472,880.00
2053	-	-	-	472,520.00	-	472,520.00
2054	-	-	-	472,720.00	-	472,720.00
2055	-	-	-	473,440.00	-	473,440.00
2056	-	-	-	472,640.00	-	472,640.00
2057	-	-	-	473,360.00	-	473,360.00
2058	-	-	-	472,520.00	-	472,520.00
2059	-	-	-	473,160.00	-	473,160.00
2060	-	-	-	473,200.00	-	473,200.00
2061	-	-	-	472,640.00	-	472,640.00
2062	-	-	-	472,480.00	-	472,480.00
2063	-	-	-	472,680.00	-	472,680.00
2064	-	-	-	473,200.00	-	473,200.00
Totals	**1,958,085.00**	**1,799,744.75**	**584,036.53**	**18,920,040.00**	**4,465,849.36**	**27,727,755.64**

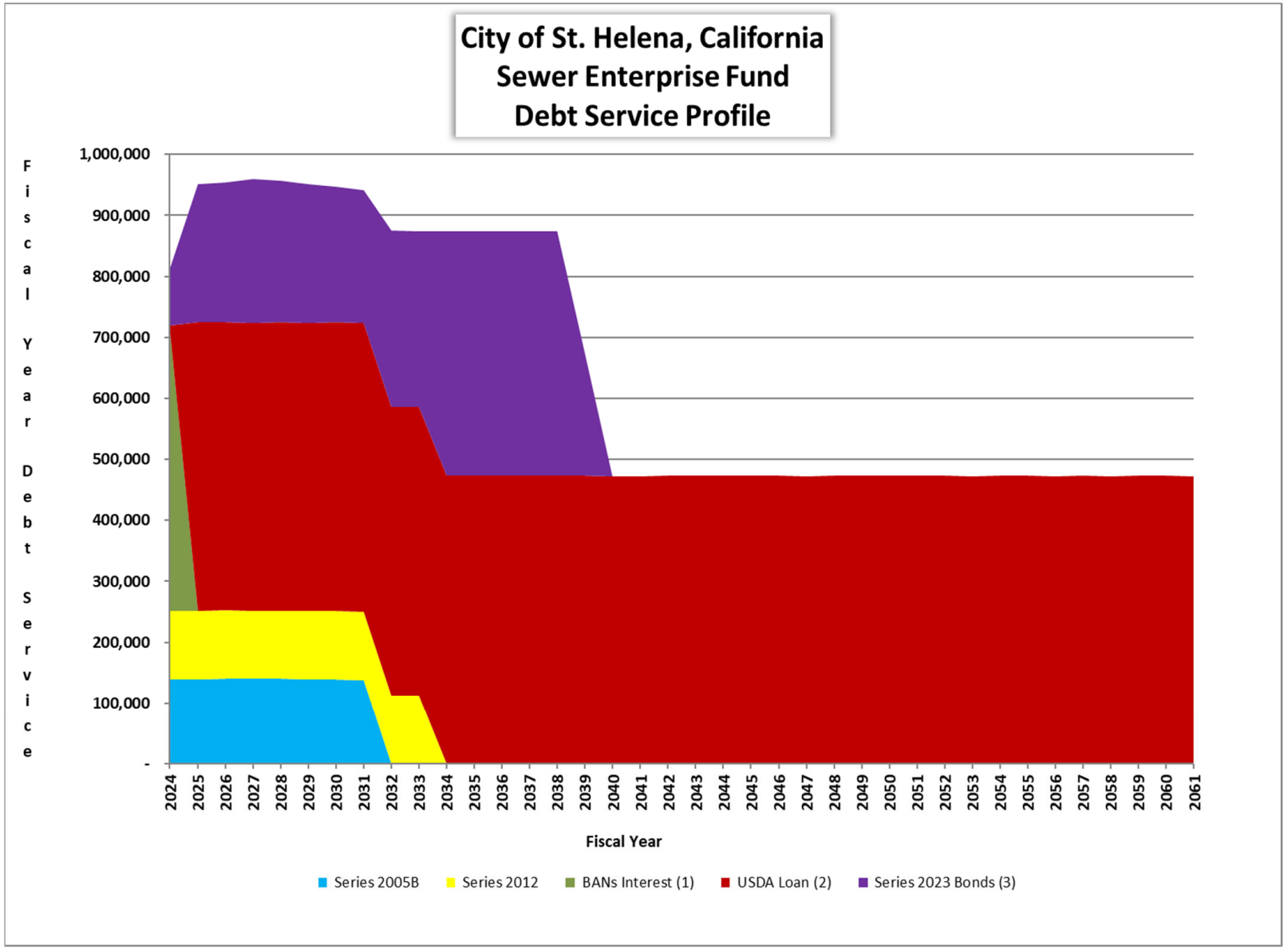
Notes

(1) Assumes Estimated $9,362,000 * 5.00% in FY 2024

(2) Assumes Fully Amortized USDA Loan at 4.00% for 40 Years

(3) Assumes JP Morgan Proposal at 5.02% for 15 Years

Estimated Debt Service Profile ("All Obligations")



Cash Flow and Coverage

Pro Forma Cash Flow and Debt Service Coverage ($000)

	Line Item	FY 2024	FY 2028
Revenue			
	Rates and Charges (1)	$3,520	$3,575
	Charges for Services (Additional Rates) (1)(2)	$1,467	$2,699
	Other Revenue (1)	$3	$3
	Rate Stabilization Fund Deposit	$210	$0
	Interest Earnings (3)	$11	$10
	Total Revenue	**$5,211**	**$6,287**
Less: O&M			
	Operations and Maintenance (1)	$2,602	$3,077
	Personnel Services (1)	$1,594	$1,195
	Total O&M	**$4,196**	**$4,272**
Net Revenue		**$1,015**	**$2,015**
	Less: Parity Debt Service	($810)	($957)
Available for Capital / Other		**$205**	**$1,058**
Operating Reserve (EOY)		**$1,117**	**$827**
Reserve % of O&M		***27.0%***	***19.0%***
Debt Service Coverage		***1.25x***	***2.11x***

(1) FY 2024 to FY 2028 Numbers From the Sewer Rate Study Dated April 20, 2023, Other Revenue in FY 2019 Includes Extraordinary Insurance Settlement
(2) FY 2024 Charges for Services (Additional Rates) Adjusted for September 1, 2023 vs. July 1, 2023 Implementation
(3) Assumes 1.00% Interest Earnings Rate on the Average Beginning and Ending Operating Reserve Fund and Rate Stabilization Fund Balance (FY 2024 to FY 2028)

Proposed Financing, Financing Team and Recommended Action

Proposed Financing

- $2.975 million direct placement to a JP Morgan Chase Bank (Currently 5.02%, Rate TBD on November 15th)
- Competitively bid to multiple direct placement lenders
- Proposed 15-year amortization, no reserve fund
- Costs of issuance of $101,390
- Allows City to forego internal loans of the Traffic Impact Fee Fund ($873k) and the General Fund ($2 million)

Financing Team

- Municipal Advisor: Del Rio Advisors, LLC
- Placement Agent: Brandis Tallman, a Division of Oppenheimer & Co. Inc.
- Bond Counsel: Jones Hall

Recommended Action

The Financing Team recommends the 15-year JP Morgan Chase option and recommends the City Council and the Financing Authority approve the resolutions authorizing the installment sale financing, approve the financing documents and allow staff to take all actions necessary to close the transaction.

Questions and Discussion



Agenda Report to the City Council

Agenda Section: STAFF BRIEFING

Department: Police

DATE:	November 14, 2023
FROM:	Chris Hartley, Chief of Police
SUBJECT:	Police Department Annual Report
RECOMMENDED ACTION:	None
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	This report is to provide the City Council and the Community with factual and statistical information regarding crime, arrests, traffic and Community Outreach for FY 23.
FINANCIAL IMPACT:	There is no fiscal impact.

DOCUMENTS ATTACHMENTS:

2023 PD by the numbers
2023 Annual Stats final

Police Department by the Numbers:

For Fiscal Year 2022/23:

Calls for Service: 4,745 Incidents: 32,749

Reports Taken: 777 Citations Issued: 1,086

Arrests Made: 335 – (Felony 34), (Misdemeanor 301)

Cases Adjudication – Case conviction rates are 456 cases sent to District Attorney, 89 cases assigned to trial, 77 cases adjudicated, 10 cases rejected, 3 cases pending lab results, 4 cases dismissed in the interest of justice. 275 cases awaiting assignment due to continued COVID backlog.

With a large backlog, many minor cases are expected to be dismissed in the interest of justice.

Department Goals

- Permanent Dispatch Solution.
- Community Outreach/Presentation on Red Flag Gun Laws.
- Fill 2 Officer vacancies (one position is a temporary over-hire).
- Conduct live community Evacuation Drill.
- Apply for Grants.
- Institute Officer Wellness Program.

Accomplishments

- Moved PD and Dispatch out of the old Police Department location.
- Applied for and received the following Grants:
  - Officer Wellness ($15,000)
  - Cannabis DUI ($146,000)
  - Body Worn Camera ($34,000)
  - DOG Grant Application Submitted – if awarded DOJ will cover 50% of salary and benefits over a three-year period for community policing/traffic.
- Selected new School Resource Officer (SRO)- Officer Wenner Massella
- Received Silver Award for Policy Management.
- Conducted Annual events: National Night Out, Homecoming, Firewise, and Harvest Festival.
- All officers completed mandated POST perishable skills and POST mandated training.

Saint Helena Police Department

FY 2022 - 2023

ANNUAL REPORT

The Police Department

- On Duty 24 hours a day, 7 days a week, 365 days a year
- Fulltime Dispatch and Communications Center
- Patrol Services
- Community Services
- Animal Services
- Volunteer Program

Our Mission, Vision and Values

- Mission - Service to the Community with Integrity
- VISION - Partnership with the community we serve
- VALUES
  - P – Pride
  - E – Excellence
  - E – Equality
  - L – Loyalty

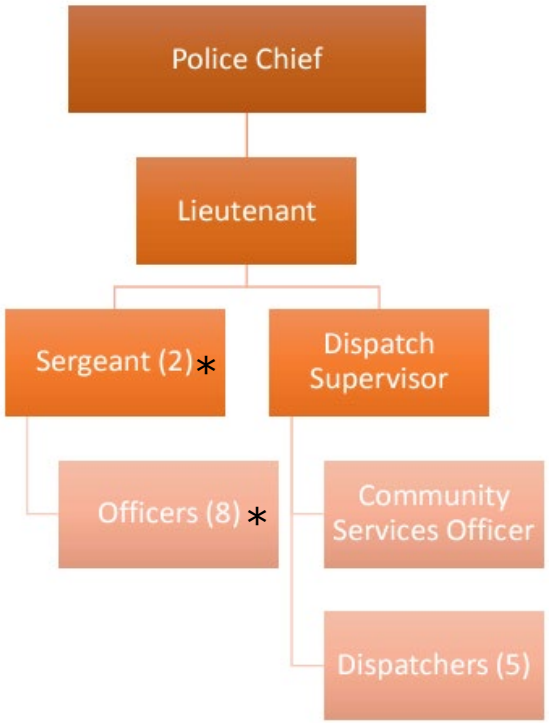
The Delivery of Police Services

- Visible Patrol and Deterrent Enforcement
- Foot Patrol
- Bicycle Patrol
- School Resource Officer
- Juvenile Diversion Program
- Volunteer Program
- Investigate all Crimes

The Delivery of Police Services

- Fingerprinting and Livescan Services
- Bicycle Safety Helmet Program
- Free Gun Lock Safety Program
- Vacation Home Checks
- Community Engagement
- Disaster Preparedness
- VIPS Program (Volunteers in Policing)
- D.A.R.E. Training

The Department Personnel

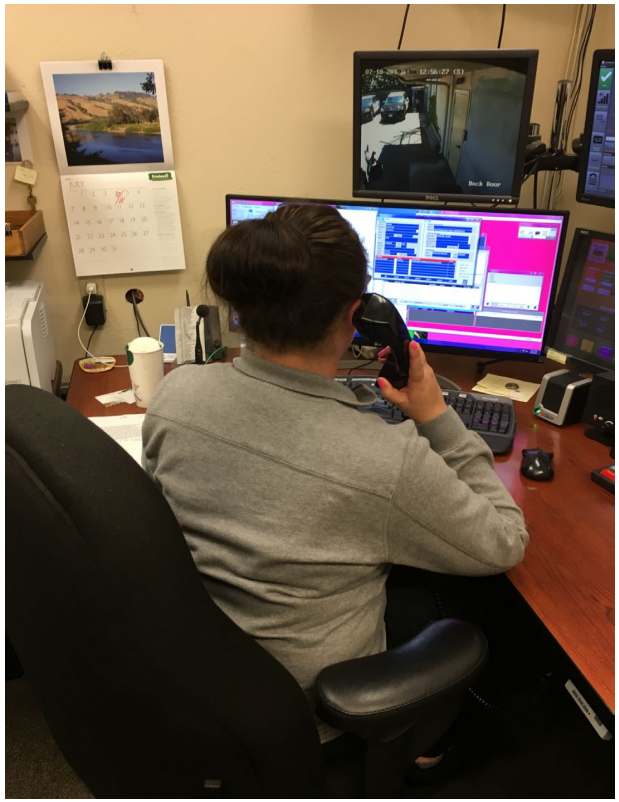


* Uniformed Police Officer

SHPD 2023 Accomplishments

- Installed FLOCK LPR Camera's and instituted Policy.
- Completed Policy Update and Received Award for Policy accuracy and compliance.
- Relocated Police Department to NVC and co-located Dispatch to Calistoga PD.
- Applied for and received $146,000.00 Cannabis DUI Grant for training, equipment, and public outreach.
- Renewed School Resource Officer Grant.
- Coordinated Live Active Shooter exercise with SHFD and SHUSD.
- Completed numerous in-depth Felony investigations which have been filed by the NDA to include Human Trafficking of a minor.
- Conducted sting operations with allied State and Federal Agencies to include – Shoulder Tap (Sell or serve alcohol to a minor), Pedestrian Sting, Contractor Stings, and Chauffer compliance Stings.

Dispatch and Communications



EMERGENCY
CALL 9-1-1 FIRE POLICE MEDICAL
ST. HELENA POLICE DEPT.

967-2850
Business Line

Dispatch is available
24/7 365 days a year.

Community Services and Relations





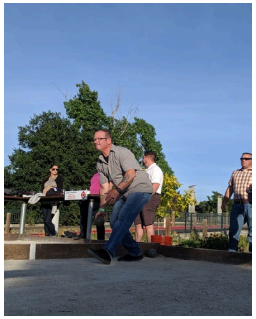




Community Events in 2023

(Partial List)

Traffic Control for St. Helena "Fun Run Day"
Fire/Police Open House
Harvest Festival
Business Security Checks
Homecoming Events
Full Time School Resource Officer
Juvenile Diversion Program
Community Disaster Preparedness Training
Members of Up Valley Youth Coalition
Members of Up Valley Youth Coalition Steering Committee
Sponsor and Supporters for Special Olympics
Sponsored the A-Z Disabled Veterans Foundation







Community Events in 2023

(Continued)













Our Bicycle Safety Helmet Program



In 2023 we distributed…



77 Helmets

Juvenile Diversion Program

St. Helena Diversions and Interventions

- A cooperative effort between St. Helena Police Department, Calistoga Police Department, and the UpValley Family Center.
- Diverting a juvenile offender into a productive and restorative program is in the best interest of society and the youth.
- Schools are the primary source for referrals.
- This type of involvement is often below the threshold of criminal behavior.
- Referrals include concerns over discipline, truancy, gang affiliation/admiration, alcohol and drug use or involvement
- This program is overseen by The Chief's of Police from St. Helena, Chief Chris Hartley and Calistoga, Chief Mitch Celaya
- The program was managed by our shared Youth Diversion Officer Marcella Rodriguez from the UpValley Family Center.

Combined Operations

- Contractor Stings
- Napa County OES
- Napa County District Attorney's Office
- California State Licensing Board
- California Highway Patrol
- Active Shooter Exercises with SHUSD

Statistics



	FY 21/22	FY 22/23
Total Incidents	32,699	32,749
Calls for Service	5,347	4,745
Officer Initiated	27,005	28,204
Traffic Stops	3,702	3,470
Other OIA	23,594	24,595
Buss./Home Cks	1,251	1,129
Total Ofc Reports	1,000	777
Collision Reports	52	52
Courtesy Reports	22	1
Criminal Collision	48	33

Statistics Continued

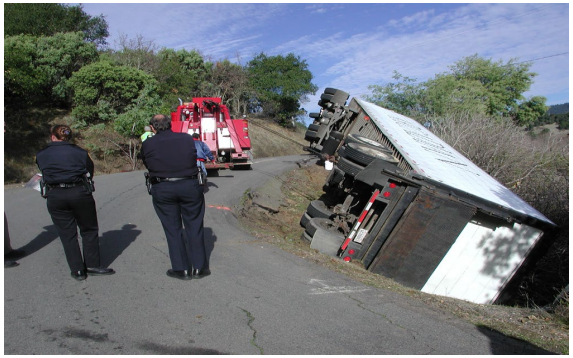
	FY21/22	FY 22/23
Felony Reports	135	111
Information Reports	299	259
Infraction Reports	42	25
Misdemeanor Reports	406	374
Voided Reports	9	8
Total Arrests	353	335
Misdemeanor Arrests	318	301
Felony Arrests	35	34

Statistics Continued

	FY 21/22	FY 22/23
Total Citations	1,663	1,086
Criminal Cites	62	21
Moving Cites	1,049	754
Muni Code Cites	34	11
Parking Cites	471	291
Unclassified	45	9

TRAFFIC COLLISIONS

	FY 21/22	FY 22/23
FATAL –	0	0
INJURY –	11	3
HIT AND RUN –	38	27
PEDS –	1	3
BICYCLE –	1	0
DUI –	3	6
TOTAL –	101	71





Criminal Case Adjudication

- 456 Cases Sent to District Attorney.
- 89 Cases assigned to trial.
- 77 Cases/adjudicate - convicted and sentenced.
- 10 Cases rejected for lack of sufficient evidence.
- 3 Cases pending laboratory results.
- 4 Cases Dismissed in the interest of justice.
- 275 Cases awaiting assignment due to COVID backlog.

What do all these numbers mean?

- Our officers initiate or respond to an average of 88 incidents per day.

This includes:

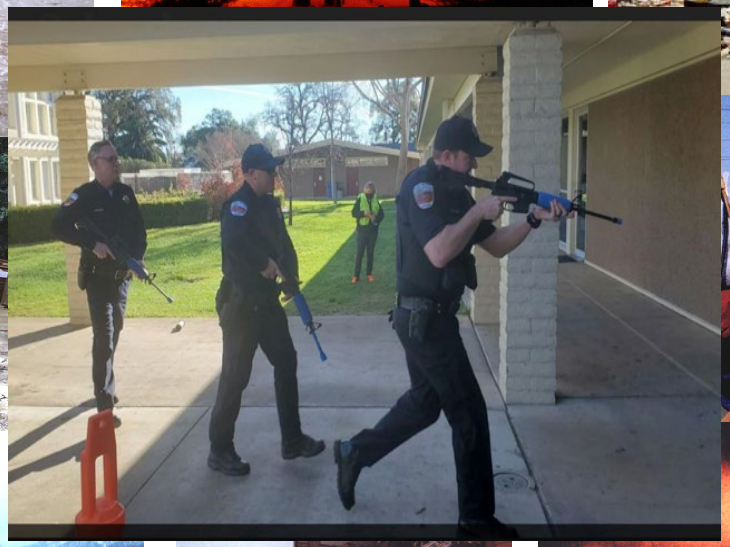
- Police Calls for Service
- Traffic Enforcement Stops
- Criminal Investigations
- Public Assistance
- Citizen Contacts
- Parking Citations
- Self Initiated Patrol Activity

Disaster Preparedness



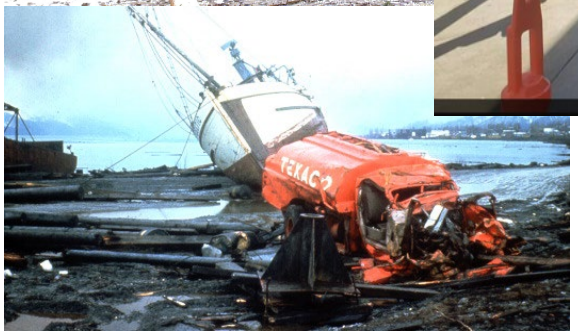
















Disasters can strike at any moment

- Fire
- Plane Crashes
- Hazardous Material Spills
- Terrorist Attack
- Active Shooter
- Earthquakes
- Flooding/Weather
- Pandemic Influenza

Are you prepared for an emergency or an evacuation?

- Make a plan.
- Rehearse the plan.
- Zonehaven, Know Your Zone.
- Go Bag packed.
- MORE at www.ready.gov and www.zonehaven.com

Disaster Preparedness Cont:

Evacuation Drills

- Zonehaven Evacuation program to the community. (Know Your Zone).
- Facilitated Vineyard Valley evacuation drill
- Will continue to facilitate evacuation drills

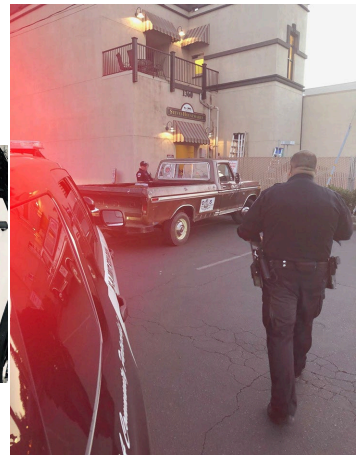
Disaster Preparedness

Active Shooter Training:

- Partnership with Police, Fire, and School District
- Actual life like exercise to evaluate strategies that will ensure the safety of our children.







POLICE PERSONNEL

Police Chief Chris Hartley

Sergeant Steve Peterson

Officer Melissa Brown
Officer Carlos Lopez
Officer Colton Adams
SRO Marcella Wenner
Officer (Vacant)

Records Spvsr Maria Gonzalez
Dispatcher Brenda Ortega
Dispatcher (Vacant)

Lieutenant Justin Tharp

Sergeant Fil Bianco

Officer Sandra Felix
Officer Randall Stephenson
Officer Louis J (LJ) Montelli
Officer Temp. Overhire (Vacant)

Dispatcher Stephanie Yin
Dispatcher Iris Solana
CSO Laurie Furlani

Questions?

Agenda Report to the City Council

Agenda Section: STAFF BRIEFING

Department: Police

DATE:	November 14, 2023
FROM:	Chris Hartley, Chief of Police
SUBJECT:	Police Department Annual Report
RECOMMENDED ACTION:	None
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	This report is to provide the City Council and the Community with factual and statistical information regarding crime, arrests, traffic and Community Outreach for FY 23.
FINANCIAL IMPACT:	There is no fiscal impact.

DOCUMENTS ATTACHMENTS:

2023 PD by the numbers
2023 Annual Stats final

Agenda Report to the City Council

Agenda Section: STAFF BRIEFING

Department: Administration

DATE:	November 14, 2023
FROM:	Andrew Bradley, Asst. to the City Manager
SUBJECT:	Visibility Triangle: Education & Enforcement
RECOMMENDED ACTION:	Informational/Educational only, no action required.
PREVIOUS COUNCIL ACTION:	Acceptance of 2023 Zoning Code Update - October 24, 2023
STATEMENT OF THE PURPOSE:	Education on Visibility Triangle and needs for community to help promote good sightlines at intersections.
FINANCIAL IMPACT:	While enforcement takes staff time, the goal of the Educational Program is to garner voluntary compliance without having to execute enforcement action prescribed in the Municipal Code (Chapter 1.12).

DISCUSSION:

St. Helena Municipal Code Insight: Visibility Triangle

Do you live on a street corner? Creating a "visibility triangle" (a 35-foot safety zone at street corners) in your yard is essential so that drivers and pedestrians can safely navigate the streets of St. Helena. To maintain your visibility triangle, please ensure that:

- Fences, hedges, or dense plantings do not exceed 2 feet in height.
- Trees provide 7.5 foot clearance from the ground to the lowest branches.

This rule prevents blind corners, ensures clear sightlines, and maintains safety for all. Additional information is provided below regarding these standards.

Zoning Code - Part IV: Citywide Standards: Section 17.24.050 - Fences, Walls, and Hedges:

Fences, Walls, and Hedges in the LR-1A, LR, MR, HR, PQP, PR, WW, A-20, and OS Districts. The following standards shall apply to walls, fences, and hedges located in the LR1A, LR, MR, HR, PQP, PR, WW, A-20 and OS districts:

- Within the Required Front or Side Setback: Maximum three and one-half feet.
    - Exceptions: A six-foot fence, wall, or hedge is allowed in a side setback when it:
        - Is at least 50 feet from the front street curb or 40 feet from the front property line on a street without a curb; and
        - Is at least 20 feet from the side street curb or 10 feet from the side property line on a street without a curb.

- Outside of the Required Front or Side Setback: Maximum six feet.
    - Exceptions:
        - A two-foot open lattice extension above the fence is permitted with a building permit.
        - Up to 12 feet for tennis courts may be permitted with a Minor Use Permit.
- Vehicular Gates. Vehicular gates must be set back a minimum of 30 feet from the front street curb or 20 feet from the property line on a street without a curb.

Height Within the Visibility Triangle in All Districts.

- Fences, hedges, or dense planting in the form of a hedge shall not exceed two feet in height when located in the visibility triangle as defined in Part V, Definitions and Rules of Measurement.
- Trees shall be maintained so as to provide a clearance of seven and one-half feet from the ground to the lowest branches.

Temporary Security Fences in All Districts. With the approval of the Public Works Director, temporary security fences may be erected around construction sites during the time a valid building permit is in effect for construction on the premises. Temporary security fences need not comply with the above regulations and must be immediately removed upon completion of the construction authorized by the building permit. Any temporary fences within public rights-of-way must also secure an encroachment permit.

Zoning Code - Part V: Definitions and Rules of Measurement

- Visibility triangle. On a corner lot, the triangle formed by the property lines extended to their intersection and a line connecting such property line extensions measured 35 feet from their point of intersection.

Enforcement

- Failure to comply with any part of the City of St. Helena Municipal Code can result in civil or criminal prosecution, fines, hearings in court and/or in front of the City Council, abatement, and more.

Reporting a Violation of the Ordinance

Violations of this ordinance should be reported via email (an online portal will be available soon):

- Via email at: weedabatement@cityofsthelena.org. When sending an email, please include the following information:
    - Location of violation (street address)
    - Photos of violation (optional)

City staff is logging and tracking all reports of violations and will continue with outreach and enforcement.

If you see a violation do not call 911 as 911 is reserved only for emergency and life-threatening circumstances.

Please note, all reports of violations will be looked into. Given the City's limited staffing capacity, we may not be able to respond immediately to every complaint. The City of St. Helena aims to educate homeowners first and strives for voluntary compliance whenever possible, however it will take enforcement actions based on the Municipal Code as needed to ensure the safety of residents and compliance with its Zoning Code. Under no circumstances should the City's emergency line (911) be used to register a visibility triangle complaint, doing so could result in prosecution of the person reporting.

How to Ensure Property Compliance:

- On a corner lot, the triangle formed by the property lines extended to their intersection and a line connecting such property line extensions measured 35 feet from their point of intersection.
- Within the triangle:
    - Tree branches should be pruned up to at least 7.5 feet (over a sidewalk) or 12 feet (over a street).
    - Small plants, shrubs, fences, and other landscaping on the ground should not exceed 2 feet in height.
    - The space between 2 feet off the ground and 7.5 feet off the ground should be clear of obstructions (plants, tree branches, fences, etc.).
- All residents and businesses (no matter location):
    - No landscaping should impede traffic or grow onto a sidewalk or roadway. Trees should be trimmed to at least 7.5 feet (over a sidewalk) or 12 feet (over a street).
    - The area around a fire hydrant should include at least a 3 feet radius that is clear of all landscaping and fencing.
    - Within the front or side setback - no fence or landscaping should exceed 3.5 feet (see exceptions above)
    - Outside of the front or side setback - no fence or landscaping should exceed 6 feet (see exceptions above)
- Compliance Questions?
    - Email building@cityofsthelena.org with your name, address, and phone number so that a member of the Building Division can contact you directly.

More information available online at https://www.cityofsthelena.org/triangle (https://www.cityofsthelena.org/building/page/visibility-triangle)

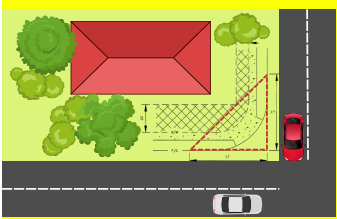
ENVIRONMENTAL REVIEW:
None.

DOCUMENTS ATTACHMENTS:

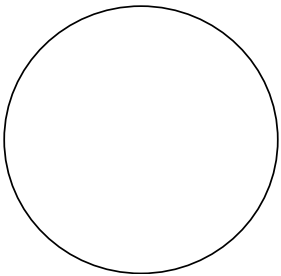
Visibility Triangle Door Hanger
Visibility Triangle Presentation

CODE VIOLATION NOTICE

VISIBILITY TRIANGLE



ST. HELENA MUNICIPAL CODE
17.24.050 - WALLS, FENCES, AND HEDGES
SEE REVERSE FOR MORE INFORMATION



St. Helena Municipal Code Insight: Creating a "visibility triangle" (a 35-foot safety zone at street corners) in your yard is essential so that drivers and pedestrians can safely navigate.

To maintain your visibility triangle, please ensure that:
🌿 Fences, hedges, or dense plantings do not exceed 2 feet in height.
🌳 Trees provide at least 7.5 feet clearance from the ground to the lowest branches.

This rule prevents blind corners, ensures clear sightlines, and maintains safety for all. Thanks for your compliance with this important aspect of St. Helena's municipal code!

LEARN MORE

cityofsthelena.org/triangle

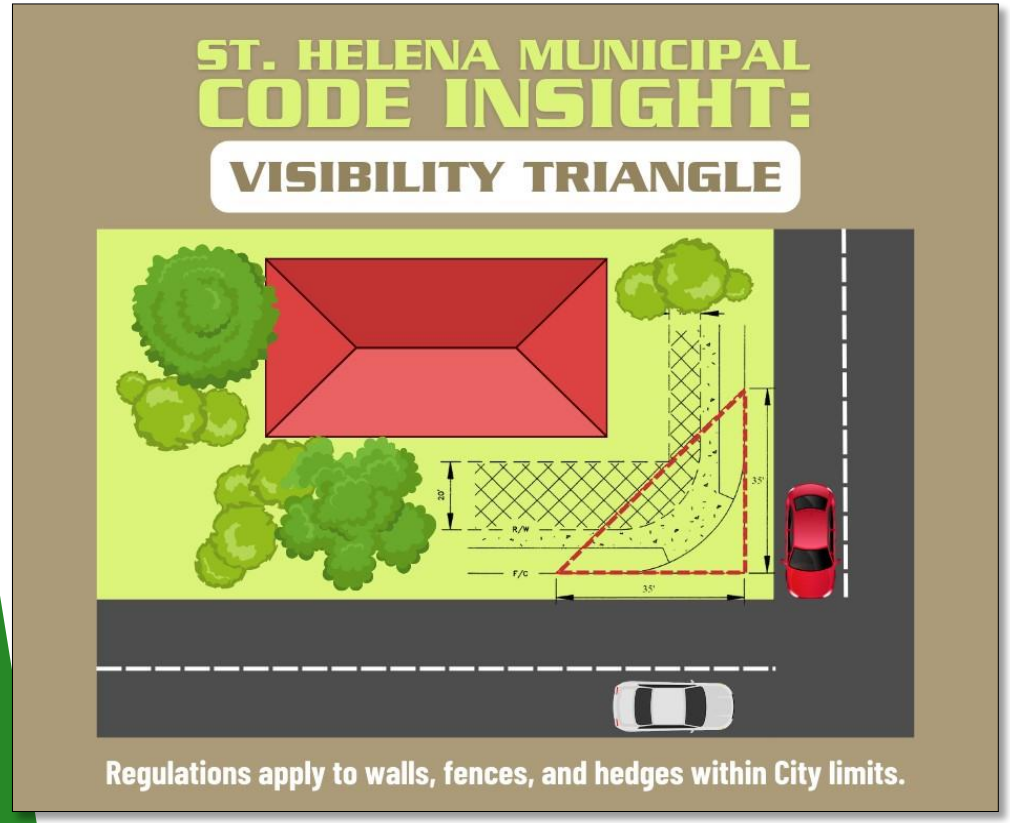
REQUIRED
Please correct the following immediately:

Visibility Triangle: Education & Enforcement

St. Helena Municipal Code

17.24.050 – Walls, Fences, and Hedges

Visibility Triangle: Definition



- On a corner lot, the triangle formed by the face of curb lines extended to their intersection and a line connecting such face of curb lines, measured 35' from their point of intersection.
  - Fences, hedges, or dense plantings do not exceed 2 feet in height.
  - Trees provide 7.5 ft clearance from the ground to the lowest branches.

Visibility Triangle: The Problem

- Fire Department did checks throughout the City
  - Found 80+ potential violations in November 2023
    - 35 “major” violations, 45 “minor” violations



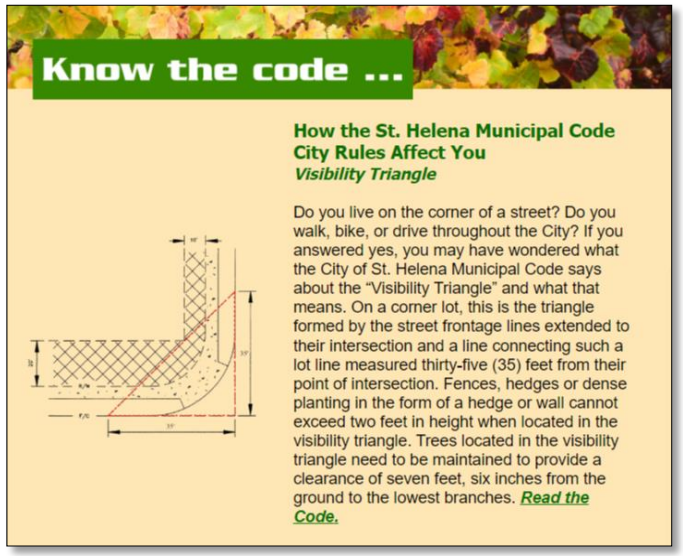


Visibility Triangle: The Problem



Visibility Triangle: Education

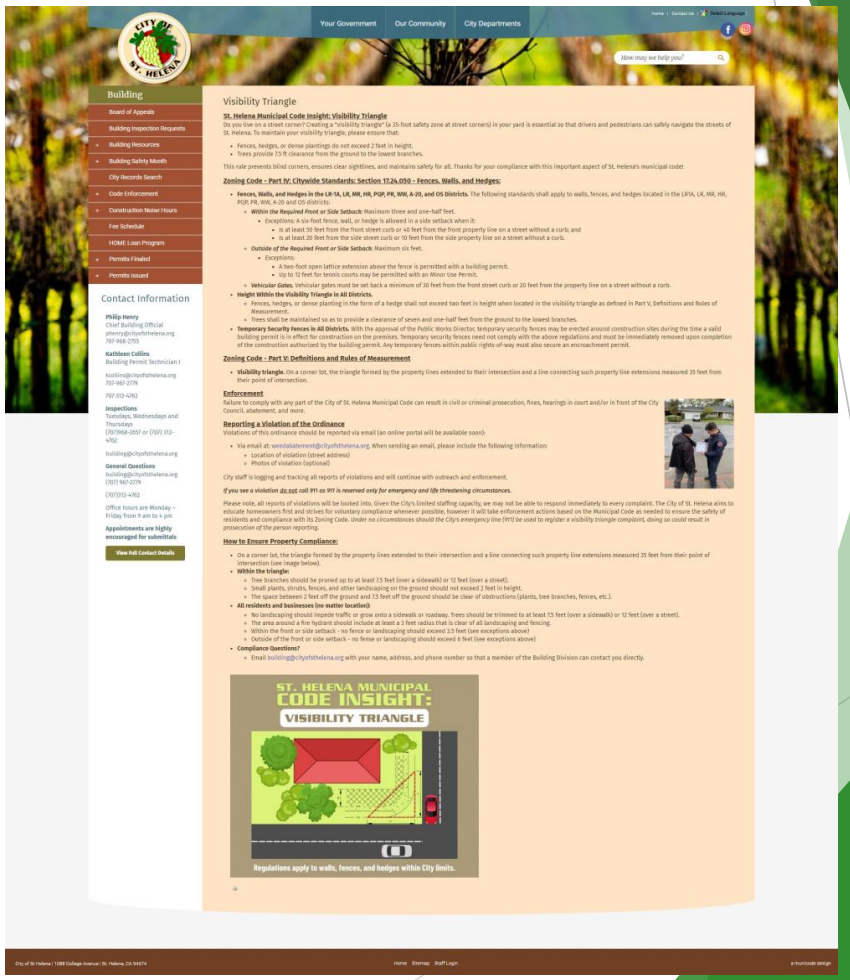
- City Newsletter
  - August 9, 2023
- Social Media
  - September 18, 2023
  - Facebook
    - Love this Town St. Helena
    - Love this Town, St. Helena 2.0
    - The Source St Helena
  - Instagram
  - Threads
  - X (Twitter)
  - Nextdoor
- City Council Meeting
  - November 14, 2023





Visibility Triangle: Education

- Landing Page on Website
  - Cityofsthelena.org/triangle
  - Information on:
    - Measuring the visibility triangle
    - Enforcement
    - Graphics
    - Reporting
- Additional information will be shared on social media and in City Newsletter



Visibility Triangle: Enforcement

- Door Hanger with information and request to comply
  - 10 days
- Door Hanger with information and enforcement methods
  - 10 days
- Front Yard Stake
  - 10 days
- Municipal Code Enforcement Action
  - Chapter 1.12 – ENFORCEMENT PROCEDURES*
    - Declared Public Nuisance
    - Power to Arrest / Citation
    - Abatement
    - Appear to City Council
    - Civil Penalties

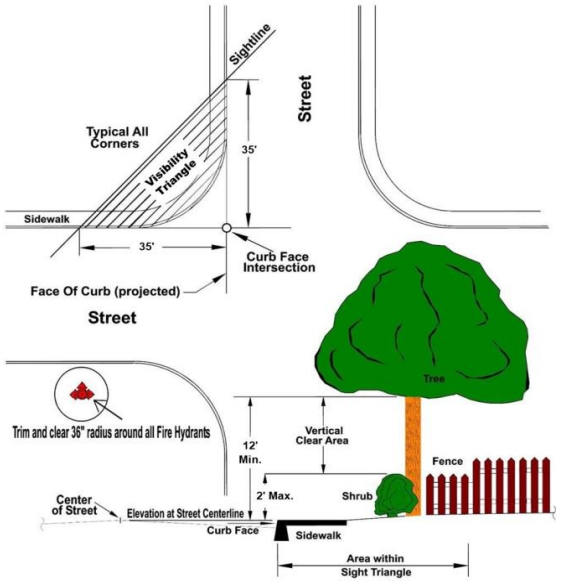
* Not a complete list of Enforcement Procedures

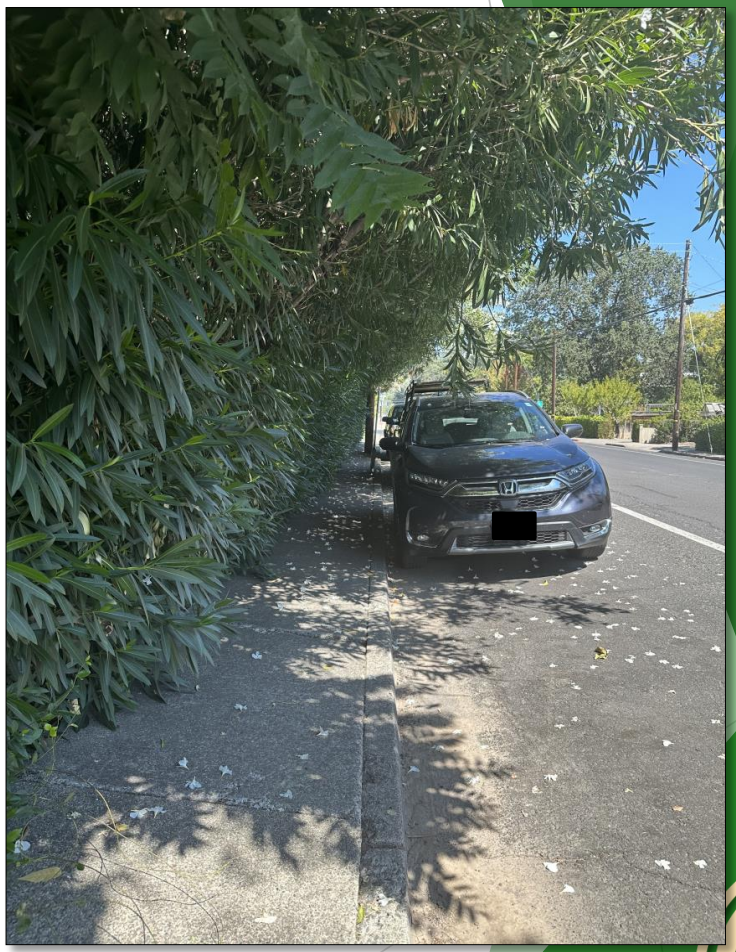




Beyond the Triangle

- Trees, shrubs, and other landscaping
  - Should be trimmed to at least 7.5 feet above sidewalk and 12 feet above street
  - Should not encroach on sidewalk
  - 3 feet around fire hydrants





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	November 14, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Receive and File FY 2022-23 Annual AB 1600 Report on Development Impact Fees.
RECOMMENDED ACTION:	Receive and file Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2023.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to publicly provide the FY 2022-23 Annual AB 1600 Report on Development Impact Fees.
FINANCIAL IMPACT:	None.

BACKGROUND:

Cities and counties often charge fees on new development to fund public improvements to mitigate the impact of development activity. These fees are commonly known as development impact fees and are generally collected at the time building permits are issued for residential and commercial construction. Impact fees are established by ordinance and as required by law, these fees are segregated from the General Fund and accounted for in special revenue funds.

In 1989, the State Legislature passed Assembly Bill 1600 (AB 1600), which added Sections 66000 et seq. to the California Government Code, commonly known as the Mitigation Fee Act. Under AB 1600 the City is required to make available to the public a report on development impact fees. The report must be made available within 180 days of the close of the fiscal year.

This Report Provides: Descriptions of each Development Impact Fee, Amount of the Fee, Beginning and Ending Balances of each Impact Fee Account, Identification of Public Improvements in which Fees were Expended, Schedule for Commencement of Certain Public Improvements to be Funded with Impact Fees, Description of any Interfund Transfer or Loan, and the Amount of Refunds Paid, if any, from Development Impact Fees.

DISCUSSION:

The Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2023 was made available to the public on October 24, 2023 (Attachment 1).

Per Section 66006(b)(1) of the California Government Code the annual report must include the following specific reporting requirements:

1. A brief description of the type of development impact fee in the account/fund;
2. The amount of the fee;
3. Beginning and ending balances of the account/fund, the amount of fees collected, and the interest earned;
4. An identification of each public improvement on which fees were expended together with the amount of such expenditures;
5. Information regarding the schedule for commencement of certain public improvements to be funded with development fees;
6. A description of any interfund transfer or loan; and
7. The amount of refunds paid, if any, from a particular fund.

The City of St. Helena development fees covered by AB 1600, and documented in Attachment 1, include the following:

1. Public Safety Impact Fees (pages 1 and 2 of report)
2. Civic Improvement Impact Fees (pages 1 and 3 of report)
3. Park Improvement Impact Fees (pages 1 and 4 of report)
4. Traffic Mitigation Impact Fees (pages 1 and 5 of report)
5. Storm Drain Improvement Impact Fees (pages 1 and 6 of report)
6. Affordable Housing Impact Fees (pages 1 and 7 of report)
7. Water Impact Fees (pages 1 and 8 of report)
8. Sewer Impact Fees (pages 1 and 9 of report)

ENVIRONMENTAL REVIEW:
None.

DOCUMENTS ATTACHMENTS:

Attachment 1 - FY2023 AB1600 Report

ATTACHMENT 1

City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public within 180 days of the close of the fiscal year and be presented to the public agency (City Council) at a regularly scheduled public meeting no sooner than 15 days after the report is made available to the public.

This report summarizes the following information for each of the development impact fee programs:

- A brief description of the fee program
- A schedule of fees
- A schedule of projects
- Expenditures by project
- Five-year historical collection and expenditure schedule

The table below shows the activity for each impact fee fund for the fiscal year 2022-2023:

	Public Safety Impact Fund 216	**Civic Improvement Impact** Fund 713	**Park Impact** Fund 734	**Traffic Mitigation Impact** Fund 740	**Storm Drain Improvement** Fund 742	**Affordable Housing** Fund 751	**Water Impact** Fund 764	**Sewer Impact** Fund 774
Beginning Balance, 7/1/22	$ 555,056	$ 761,864	$ 1,087,885	$ 2,758,586	$ 713,586	$ 375,614	$ 383,402	$ 658,510
Long-term Receivable	$ 61,333	$ -	$ -	$ -	$ -	1,521,703	862,226	168,130
REVENUE								
Interest Earnings	2,998	4,210	6,593	14,547	3,817	2,668	2,130	2,184
Fees Collected	32,876	59,179	208,983	56,410	30,676	212,358	32,528	8,743
Miscellaneous Revenues	-	-	-	-		22,583	18,701	2,918
Operating Transfers In	-	-	-	-	-	-	-	
TOTAL	**35,874**	**63,389**	**215,576**	**70,957**	**34,493**	**237,609**	**53,359**	**13,845**
EXPENSE/EXPENDITURES								
Non Departmental Expense	-	2,279	-	-	-	34,323	-	-
Transfer to Other Funds*	-	-	-	-	4,906	-	6,398	669,435
TOTAL	**-**	**2,279**	**-**	**-**	**4,906**	**34,323**	**6,398**	**669,435**
Excess Revenue Over/(Under) Expenses/Expenditures	35,874	61,110	215,576	70,957	29,587	203,286	46,962	(655,590)
Ending Balance, 6/30/22	652,263	822,974	1,303,461	2,829,543	743,172	2,100,603	1,292,590	171,050

**See 5-year CIP adopted by City Council on June 14, 2022.*

The City of St. Helena has eight (8) impact fee funds: Public Safety Impact, Civic Improvement Impact, Park Impact, Traffic Mitigation Impact, Storm Drian Improvement, Affordable Housing, Water Impact, and Sewer Impact. Each fee is accounted for in a separate fund within the records of the City of St. Helena.

The following pages discuss each fund in more detail and include a revenue and expenditure summary from 7/1/22 - 6/30/23.



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Public Safety Impact Fee - Fund 216

Description of Fees

Section 22.5 of the City Code establishes this fund to accumulate revenues from fees on building permits to be used solely for equipment and facilities costs for the Police and Fire Departments. Vehicles, capital equipment, and building improvements are approved uses.

Fee Schedule

Category	Fee	Basis
All Development Types	$ 1.36	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with Development Fee
Type 1 Fire Engine Purchase	$ -	0.0%

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	616,389	596,079	582,770	485,551	413,657
Revenues					
Interest Earnings	2,998	1,257	3,522	5,319	4,201
Impact Fees	32,876	19,863	16,527	92,033	56,109
Operating Transfers In	-	-	-	-	12,271
Total Revenues	$ 35,874	$ 21,120	$ 20,049	$ 97,352	$ 72,582
Expenditures					
Development Impact Fee Study	-	811	6,740	133	688
Type 1 Fire Engine	-	-	-	-	-
Police Department Interview Room Remodel	-	-	-	-	-
Total Expenditures	$ -	$ 811	$ 6,740	$ 133	$ 688
Revenues over (less than) expenditures	35,874	20,309	13,309	97,219	71,894
Fund Balance, June 30	**652,263**	**616,389**	**596,079**	**582,770**	**485,551**

City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Civic Improvement Impact Fee - Fund 713

Description of Fees

This fund is used to accumulate restricted funds from new development's proportionate share of the depreciated replacement of cost of a range of facility types including City Hall, corporation yard facilities, as well as library and recreation facilities.

Fee Schedule

Category	Fee	Basis
New Construction, Additions, Occupancy Changes	$ 2.56	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with Development Fee
	$ -	0.0%

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	761,864	733,323	716,815	599,889	626,442
Revenues					
Interest Earnings	4,210	1,726	4,828	7,395	6,341
Impact Fees	59,179	29,314	19,879	137,549	77,790
Operating Transfers In	-	-	-	-	-
Total Revenues	$ 63,389	$ 31,040	$ 24,707	$ 144,944	$ 84,131
Expenditures					
Corporation Yard Trailer Rental	2,279	1,732	1,681	1,862	4,951
Development Impact Fee Study	-	768	6,518	133	688
General Plan	-	-	-	292	9,468
Phase I - Feasibility and Visioning Study	-	-	-	25,731	7,045
Transfer to Other Funds (Misapplied Payments)	-	-	-	-	88,532
Total Expenditures	$ 2,279	$ 2,499	$ 8,199	$ 28,018	$ 110,683
Revenues over (less than) expenditures	61,110	28,541	16,508	116,926	(26,552)
Fund Balance, June 30	**822,974**	**761,864**	**733,323**	**716,815**	**599,889**



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Park Impact Fee - Fund 734

Description of Fees

This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.

Fee Schedule

Category	Fee	Basis
Single Family Residential	$ 9.41	Square foot
Multi-Family Residential	$ 16.00	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
C19-03 Crane Park Lighting Improvements	FY 19/20	$ 401,611	$ 400,411
C22-02 Crane Park Playground Equipment	FY 21/22	$ 250,000	$ 80,000
C22-03 Jacob Meily Park Upgrades	FY 22/23	$ 125,500	$ 125,500

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with Development Fee
C19-03 Crane Park Lighting Improvements	$ -	99.7%
C22-02 Crane Park Playground Equipment	$ -	32.0%
C22-03 Jacob Meily Park Upgrades	$ -	100.0%

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	1,087,885	987,542	979,598	960,234	745,701
Revenues					
Interest Earnings	6,593	2,371	6,647	13,163	9,270
Impact Fees	208,983	97,973	54,379	411,746	257,861
Operating Transfers In	-	-	-	-	-
Total Revenues	$ 215,576	$ 100,343	$ 61,025	$ 424,909	$ 267,132
Expenditures					
C19-01 Lyman Park Restroom Improvements	-	-	-	-	52,598
C19-02 Crane Park Tennis Courts	-	-	26,149	210,434	-
C19-03 Crane Park Lighting Improvements	-	-	24,508	19,753	-
C20-03 Skate Park Improvements	-	-	2,425	167,609	-
C20-04 Baldwin Park Fence & Pathway Repair	-	-	-	7,750	-
Total Expenditures	$ -	$ -	$ 53,082	$ 405,545	$ 52,598
Revenues over (less than) expenditures	215,576	100,343	7,944	19,364	214,534
Fund Balance, June 30	**1,303,461**	**1,087,885**	**987,542**	**979,598**	**960,234**

City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Traffic Mitigation Impact Fee - Fund 740

Description of Fees

This fund is used to accumulate funds from new or proposed development to finance circulation improvements to reduce the impacts of traffic generated by new development within the City.

Fee Schedule

Category	Fee	Basis
Single Family Residential	$ 2.70	Square foot
Multi-Family Residential	$ 3.09	Square foot
Office	$ 7.03	Square foot
Industrial	$ 4.46	Square foot
Commercial/Retail	$ 27.44	Square foot
Lodging	$ 10.48	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with Development Fee

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	2,758,586	2,719,290	2,715,793	2,470,519	2,203,354
Revenues					
Interest Earnings	14,547	6,339	18,312	29,496	25,361
Impact Fees	56,410	33,989	33,414	215,912	225,273
Operating Transfers In		-	-	-	17,218
Total Revenues	$ 70,957	$ 40,328	$ 51,726	$ 245,408	$ 267,852
Expenditures					
R20-02 Mills Lane Storm Drain Project	-	-	41,711	-	-
Development Impact Fee Study	-	1,032	6,518	133	687
Total Expenditures	$ -	$ 1,032	$ 48,229	$ 133	$ 687
Revenues over (less than) expenditures	70,957	39,296	3,497	245,275	267,164
Fund Balance, June 30	**2,829,543**	**2,758,586**	**2,719,290**	**2,715,793**	**2,470,519**



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Storm Drain Improvements Impact Fee - Fund 742

Description of Fees

This fund is used to accumulate funds from new development's proportionate share of planned drainage system improvements.

Fee Schedule

Category	Fee	Basis
Single Family Residential	$ 0.96	Square foot
Multi-Family Residential	$ 0.90	Square foot
Office	$ 2.16	Square foot
Industrial	$ 2.16	Square foot
Commercial/Retail	$ 2.16	Square foot
Lodging	$ 1.67	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees
R20-02 Mills Lane Storm Drain Project	FY 20/21	$ 6,761,640	$ 700,000

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with
R20-02 Mills Lane Storm Drain Project	$ 4,906	10.4%

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	713,586	798,601	790,010	696,348	629,314
Revenues					
Interest Earnings	3,817	1,867	5,311	8,430	7,161
Impact Fees	30,676	15,974	9,797	85,365	55,456
Operating Transfers In	-	-	-	-	5,104
Total Revenues	$ 34,493	$ 17,840	$ 15,109	$ 93,795	$ 67,722
Expenditures					
R20-02 Mills Lane Storm Drain Project	4,906	101,824			
Development Impact Fee Study	-	1,032	6,518	133	687
Total Expenditures	$ 4,906	$ 102,855	$ 6,518	$ 133	$ 687
Revenues over (less than) expenditures	29,587	(85,015)	8,591	93,662	67,034
Fund Balance, June 30	**743,172**	**713,586**	**798,601**	**790,010**	**696,348**



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Affordable Housing Fee - Fund 751

Description of Fees

This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

Fee Schedule

Category	Fee	Basis
Single Family Residential	2.50%	Construction Cost
Multi-Family Residential	2.50%	Construction Cost
Office	$ 4.11	Square foot
Industrial/Winery	$ 1.26	Square foot
Commercial/Retail	$ 5.21	Square foot
Lodging	$ 3.80	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	1,897,317	528,967	2,034,173	2,079,949	1,553,155
Revenues					
Interest Earnings	2,668	709	3,254	5,849	7,202
Impact Fees	212,358	2,226	106,784	317,631	176,224
HOME Grant Revenues	6,324	-	-	-	448,045
Contributions from Government	14,811	1,429,111	-	-	-
Other Revenue	-	60,000	-	-	-
Annual Monitoring Fees	1,449	4,582	295	2,292	430
Operating Transfers In	-	-	-	-	54
Total Revenues	$ 237,609	$ 1,496,628	$ 110,333	$ 325,772	$ 631,955
Expenditures					
723 Hunt Avenue Acquisition Project	-	23,676	1,400,565	-	-
Turley Flats Project	9,998	4,469	185,884	316,884	438
HOME Administrative Fees	2,832	13,221	4,075	-	34,251
963 Pope Street OTSH	3,600	8,400			
Brenkle Court Project	-	(40)	-	-	40,000
Development Impact Fee Study	-	6,045	-	-	-
Affordable Housing Legal Fees	-	3,297	10,129	29,664	20,472
Housing Element Update	17,893	69,210	14,887	-	-
Non-Profit Grant Contribution	-	-	-	25,000	10,000
Total Expenditures	$ 34,323	$ 128,278	$ 1,615,539	$ 371,548	$ 105,162
Revenues over (less than) expenditures	203,286	1,368,350	(1,505,206)	(45,776)	526,793
Fund Balance, June 30	**2,100,603**	**1,897,317**	**528,967**	**2,034,173**	**2,079,949**



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Water Impact Fee - Fund 764

Description of Fees

This fund is used to accumulate funds from new or proposed development to pay for water system capital improvements needed to support new development.

Fee Schedule

Category	Fee	Basis
Single Family Residential	$ 2.09	Square foot
Multi-Family Residential	$ 1.67	Square foot
Office	$ 2.14	Square foot
Industrial	$ 2.84	Square foot
Commercial/Retail	$ 4.14	Square foot
Lodging	$ 4.18	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees
S21-01 WWTP Recycled Pipeline & Station	FY 21/22	$ 130,000	$ 95,000

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with
S21-01 WWTP Recycled Pipeline & Station	$ 6,398	73.1%

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	1,245,628	1,206,098	1,175,854	1,034,630	903,746
Revenues					
Interest Earnings	2,130	862	2,360	3,128	1,945
Impact Fees	32,528	21,158	16,238	120,433	62,775
Miscellaneous Revenues	18,701	18,542	18,164	17,796	17,438
Operating Transfers In	-	-	-	-	49,413
Total Revenues	$ 53,359	$ 40,562	$ 36,762	$ 141,357	$ 131,572
Expenditures					
S21-01 WWTP Recycled Pipeline & Station	6,398	-	-	-	-
Development Impact Fee Study	-	1,032	6,518	133	688
Total Expenditures	$ 6,398	$ 1,032	$ 6,518	$ 133	$ 688
Revenues over (less than) expenditures	46,962	39,530	30,244	141,224	130,884
Fund Balance, June 30	**1,292,590**	**1,245,628**	**1,206,098**	**1,175,854**	**1,034,630**



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2023

Wastewater Impact Fee - Fund 774

Description of Fees

This fund is used to account for the cost of constructing and improving the wastewater treatment plant and sewer collection system in order to support new development.

Fee Schedule

Category	Fee	Basis
Single Family Residential	$ 0.59	Square foot
Multi-Family Residential	$ 0.86	Square foot
Office	$ 0.57	Square foot
Industrial	$ 0.77	Square foot
Commercial/Retail	$ 1.15	Square foot
Lodging	$ 1.14	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees
S00-52 WWTP Phase 1 Upgrades	FY 20/21	$ 18,815,827	$ 724,077
S21-01 WWTP Recycled Pipeline & Station	FY 21/22	$ 130,000	$ 35,000

Expenditure by Project

Project	FY 2022-23 Expenditures	Estimated % of Total Project Funded with
S00-52 WWTP Phase 1 Upgrades	$ 669,435	3.8%
S21-01 WWTP Recycled Pipeline & Station	$ -	26.9%

5-Year Collection and Expenditure Schedule

	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020	FY 18/2019
Beginning Fund Balance	826,640	817,331	810,352	772,109	745,956
Revenues					
Interest Earnings	2,184	1,517	4,342	7,275	6,434
Impact Fees	8,743	5,904	6,237	30,433	17,488
Miscellaneous Revenues	2,918	2,918	2,918	2,918	2,918
Operating Transfers In		-	-	-	-
Total Revenues	$ 13,845	$ 10,340	$ 13,497	$ 40,626	$ 26,841
Expenditures					
S00-52 WWTP Phase 1 Upgrades	669,435	-	-	-	-
S21-01 WWTP Recycled Pipeline & Station	-	-			
Ranch Utility Vehicle	-	-	-	2,250	-
Development Impact Fee Study	-	1,032	6,518	133	688
Total Expenditures	$ 669,435	$ 1,032	$ 6,518	$ 2,383	$ 688
Revenues over (less than) expenditures	(655,590)	9,308	6,979	38,243	26,153
Fund Balance, June 30	**171,050**	**826,640**	**817,331**	**810,352**	**772,109**

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	November 14, 2023
FROM:	Lesley Milton, Asst. to the City Manager, Mario Traverso, Public Works Assistant Engineer
SUBJECT:	Consideration and proposed approval of a Resolution (1) Rescinding Resolution 2023-97; (2) Awarding the Pavement Restoration Project to Team Ghilotti Inc. in the amount of $1,687,141.00; (3) Requesting a budget appropriation for project R21-02 of $108,822.42 as the work is included in the contract; (4) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti Inc. in the amount of $1,687,141.00; (5) Authorizing a contingency not to exceed 15% of the total contract; and (6) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	On August 8, 2023 the City Council adopted Resolution 2023-97 awarding a contract for the Pavement Restoration Project to Team Ghilotti in the amount of $1,687,141.
STATEMENT OF THE PURPOSE:	The purpose of this item is to rescind Resolution 2023-97 and adopt a new resolution reaffirming the award of the contract to Team Ghilotti Inc. and include in the new resolution: (1) the correct accounting of funds for the two separate capital improvement projects which are included in the award and (2) updating their corresponding budgets.
FINANCIAL IMPACT:	There is no fiscal impact associated with this action. While the staff report accurately reflected the delineation of budgeted funds between multiple capital improvement projects, the resolution did not reflect the necessary accounting delineations. The Resolution is requesting a budget appropriation for project R21-02, Pratt & Elmhurst Ave Crosswalk Improvements which was approved in Resolution 2023-28 but was not carried over into the current budget cycle.

BACKGROUND:

The R23-79 Pavement Restoration Project is a continuation of the City's efforts to improve and maintain 26 centerline miles of roadway within the City of St. Helena. The

project is developed in accordance with the City's current 5-Year Pavement Management Plan which was adopted by City Council on December 14, 2021.

On June 13, 2023, the City Council adopted the FY 2023-24 to FY 2024-25 budget and the FY 2023-24 to FY 2027-28 Capital Improvement Program (CIP) which includes the R23-79 Pavement Restoration Project. The project is a compilation of multiple scope components including; R23-79, "Year 3" of the 5-Year Pavement Management Plan; R19-05, the Grayson Avenue component of the Grayson and South Crane Rehabilitation Project; and R21-02, Pratt & Elmhurst Ave Crosswalk Improvements. Combining the projects provides the opportunity for significant cost savings.

Project plans, specifications, and estimates were compiled by City staff and approved by City Council on April 25, 2023. This project includes roadway segments including, Grayson Avenue, Silverado Trail, and the Pope Street Bridge, that will receive significant resurfacing treatments (Grind and Overlay) to provide a new road surface. Additional elements of this project include restriping traffic lines and crosswalks, various repairs to sidewalk, curb and gutter, and the installation of ADA compliant curb ramps.

On June 22, 2023, a Notice Inviting Bids and and project plans and specifications was posted to the City of St. Helena website and posted at area construction plan rooms and exchanges. After receiving and reviewing five responsive bids, on August 8, 2023, the City Council adopted Resolution 2023-97 (Attachment 2) awarding the contract to Team Ghilotti as the lowest responsible and responsive bidder in an amount not-to-exceed $1,687,141.00.

DISCUSSION:

A summary of approved expenditures and funding sources are presented below:

Approved Project Costs	
R23-79 - Pavement Restoration	$1,578,318.58
R21-02 - Pratt & Elmhurst Improvement	$108,822.42
Estimated Construction Costs	$1,687,141.00
Construction Contingency (15%)	$253,071.15
Estimated Total Project Cost for Construction	$1,940,212.15
Funding Sources	
240 - Measure T	$1,390,212.15
741 - Streets Capital	$500,000.00
741 - NVTA TDA III Grant	$50,000.00
Total Available Funding in FY 23/24	$1,940,212.15

The proposed resolution does not amend the above funding or contract terms. The updated resolution includes language that is necessary for allocating expenses across

two CIP Projects and documents the necessary budget transfer between funds and projects.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

DOCUMENTS ATTACHMENTS:

Attachment 1 - Resolution Team Ghilotti Inc.
Attachemnt 2 - Resolution 2023-97
Attachment 3 - R21-02 Crosswalk Improvements on Main Street at Pratt and Elmhurst_Updated CIP Page

CITY OF ST. HELENA

RESOLUTION NO.

(1) Rescinding Resolution 2023-97; (2) Awarding the Pavement Restoration Project to Team Ghilotti Inc. in the amount of $1,687,141.00; (3) Requesting a budget appropriation for project R21-02 of $108,822.42 as the work is included in the contract; (4) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti Inc. in the amount of $1,687,141.00; (5) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% of the total contract amount; (6) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

RECITALS

A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on April 25th, 2023; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on June 22nd, 2023 a notice inviting bids was posted and distributed to contractors inviting bids for the R23-79 Pavement Restoration Project; and

C. On July 20th, 2023, four (5) bids were received and opened in accordance with applicable law; and

D. The lowest responsive and responsible bidder for the Project was Team Ghilotti Inc., of Petaluma, CA in the amount of $1,687,141.00; and

E. City staff has determined that Team Ghilotti's bid satisfies the bidding requirements for the project; and

F. City staff has verified that Team Ghilotti Inc. possesses a valid Contractor's License, Class A, number 895384 that qualifies Team Ghilotti Inc. to complete the project; and

G. The Pavement Restoration Project R23-79 has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities.

RESOLUTION

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

1. Awarding the R23-79 Pavement Restoration Project and the R21-02 Crosswalk Improvements at Pratt & Elmhurst Project to Team Ghilotti Inc. in the amount of $1,687,141.00; and
2. Authorizing the City Manager to execute a construction contract with Team Ghilotti to Inc. for the R23-79 Pavement Restoration Project and the R21-02 Crosswalk Improvements at Pratt & Elmhurst Project in the amount of $1,687,141.00; and
3. Authorizing staff to execute a budget transfer of $75,145.78 from Measure T fund Balance fund 240 and $50,000 from the TDA III Grant and increase capital accounts 741-5014-3160 and 741-5014-3170 for the Crosswalk Improvements at Pratt & Elmhurst Project R21-02 as the work is included with the contract; and
4. Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% of the total contract amount; and
5. The R23-79 Pavement Restoration Project and the R21-02 Crosswalk Improvements at Pratt & Elmhurst Project is found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2023-97

Awarding the Pavement Restoration Project, Capital Improvement Project R23-79 to Team Ghilotti Inc. in the amount of $1,687,141.00, (2) Authorizing the City Manager to execute the Construction Contract with Team Ghilotti Inc., (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).

RECITALS

A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on April 25th, 2023; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on June 22nd, 2023 a notice inviting bids was posted and distributed to contractors inviting bids for the R23-79 Pavement Restoration Project; and

C. On July 20th, 2023, four (5) bids were received and opened in accordance with applicable law; and

D. The lowest responsive and responsible bidder for the Project was Team Ghilotti Inc., of Petaluma, CA in the amount of $1,687,141.00; and

E. City staff has determined that Team Ghilotti's bid satisfies the bidding requirements for the project; and

F. City staff has verified that Team Ghilotti Inc. possesses a valid Contractor's License, Class A, number 895384 that qualifies Team Ghilotti Inc. to complete the project; and

G. The Pavement Restoration Project R23-79 has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities.

RESOLUTION

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

1. Awarding the R23-79 Pavement Restoration Project to Team Ghilotti Inc. in the amount of $1,687,141.00; and

2. Authorizing the City Manager to execute a construction contract in the amount of $1,687,141.00 with Team Ghilotti Inc. for the R23-79 Pavement Restoration Improvements Project; and
3. Authorizing the Director of Public Works to approve change orders not to exceed 15% of the contract account; and
4. The Pavement Restoration Improvements Project R22-79 is found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities, as the project involves no expansion of an existing use.

Approved at a Regular Meeting of the St. Helena City Council on August 8th, 2023 by the following vote:

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

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-incorporated May 14, 1899
STATE OF CALIFORNIA

Crosswalk Improvements on Main Street/Highway 29 at Pratt Avenue and Elmhurst Avenue

Project No: R21-02

Category: Streets

Project Location: Main Street/Highway 29

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This project will upgrade curb ramps as well as improvement crosswalk markings and signage at Pratt and Elmhurst intersections.

NOTES:

EXPENDITURE ACCOUNTS: **Fund:** 741 **Dept:** 5014

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3160 - Construction Contract			108,823					108,823
3170 - Contingency			16,323					16,323
EXPENDITURE TOTALS			125,146					125,146
FUNDING SOURCES								
240-Measure T			75,146					75,146
741-Streets Capital Improvement - Grant TDA III			50,000					50,000
FUNDING TOTALS			125,146					125,146

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	November 14, 2023
FROM:	Martin Beltran, Senior Management Analyst
SUBJECT:	Quarterly Grant Report for FY 2024 Q1, for the period ending September 30, 2023
RECOMMENDED ACTION:	Receive and file report.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To report grant activity for the period of July 1st through September 30, 2023.
FINANCIAL IMPACT:	There is no fiscal impact associated with this report.

BACKGROUND: This report covers grant activity for the 1st Quarter of Fiscal Year (FY) 2024.

DISCUSSION:

New Awarded Grant Applications in FY 2024 1st Quarter

The City of St. Helena received three (3) new grant awards during 1st Quarter of Fiscal Year 2024.

Agency	Project	Award
California Department of Forestry and Fire Protection - Volunteer Fire Capacity (VFC) Program	Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.	$17,555
CDBG - Sewer Lateral Replacement Project	Sewer Lateral Replacement Project associated with Downtown Streetscape	$500,000
US Department of Justice	FY 2023 Body-worn Camera Policy and Implementation Program to Support Law Enforcement Agencies	$34,000

California Department of Forestry and Fire Protection: Volunteer Fire Capacity (VFC) Program - The Volunteer Fire Capacity Grant (VFC) is intended to assist rural fire protection jurisdictions in the purchase of certain training, safety and communications equipment. The cost-share funds will be used to purchase supply hoses, communications radio, and safety equipment.

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.

US Department of Justice: FY 23 Body-worn Camera Policy and Implementation Program - Funding to purchase or lease body-worn cameras (BWCs) to establish or expand comprehensive body-worn camera programs with a specific and demonstrated plan to implement this technology to maximize the benefits of BWCs. Funding under this program also supports agencies with existing BWC programs that are seeking to improve the management, sharing, and integration of digital evidence generated from BWCs; optimize how prosecutors leverage BWC footage to improve operations; or use BWC footage to enhance officer training or constitutional policing practices.

Applications Pending

The City currently has five (5) applications pending.

Agency	Project	Amount
CalOES - HMGP: Emergency Backup Power	City Hall and Police Department Emergency Backup Power	$452,791
CDBG - Housing Rehabilitation Program	Owner-Occupied Rehabilitation (OOR) Program	$500,000
CDBG - Rental Subsistence Program	Rental assistance for low- to moderate-income households	$500,000
CDBG - Hunt's Grove Parking Lot	Expansion and improvements for Hunt's Grove parking lot.	$200,000
US Department of Justice	Fiscal Year 2023 COPS Hiring Program (CHP)	$125,000

CalOES 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: Housing Rehabilitation Program - The funding will be used to continue the Owner-Occupied Rehabilitation (OOR) Program to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local building codes and for correction of all health

and safety deficiencies. The program would be managed in collaboration with the Napa Housing Authority.

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

CDBG: 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.

US Department of Justice: FY2023 COPS Hiring Program (CHP) - The Fiscal Year 2023 COPS Hiring Program (CHP) is a competitive award program designed to provide funding to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts.

Active Grants

The active grants are grant awards with signed agreements. The chart in **Attachment 1** identifies the grant award, required match, and percent expended. Staff is currently managing approximately $7.1 million in active grant funds.

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 2023/24 grant application period closed on February 24, 2023. City staff received 22 applications for a total of $239,317 in funding requests. The Council working group, consisting of Mayor Dohring and Vice Mayor Hall, 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 19 non-profit grant applications were approved for the FY 2023/24 grant period for a total of $140,000. The chart in Attachment 2 identifies the grant type, grantee, project description, award amount, and percent expended as of September 30, 2023.

A total of $90,000 in 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 $230,000 with the Boys and Girls Club, Rianda House and UpValley Family Centers receiving an allocation of $30,000 each.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Attachment 1: Active Grants_Revised
Attachment 2: Non-Profit Grant Funding

Active Grants

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Bulletproof Vest Partnership	Purchase of 4 Bulletproof Vests	$2,956		94.7%	
CalOES - HMGP Defensible Space/Fuel Management	Phase I - Defensible Space and Hazardous Fuels Reduction	$122,250	-	65.0%	Staff and Consultant completed the tasks outlined in Phase I. The deliverables were submitted to FEMA on 6/16/23 for review and approval. Staff received a Request for Information (RFI) on 11/1/23.
CalOES - HMGP: Emergency Backup Power	City Corporation Yard and Crinella Pump Station	$257,380	-	0.0%	Contract was awarded on 7/25/23 to CD & Power (contractor). City is working with CalOES a budget revision for additional grant funding. The revised project cost is $403,908.
CalOES - HMGP: Wastewater Treatment Plant Backup Power	Wastewater Treatment Plant Emergency Backup Power	$728,438	-	0.0%	Contract was awarded on 7/25/23 to CD & Power (contractor). City is working with CalOES a budget revision for additional grant funding. The revised project cost is $1,599,390.
CDBG-CV1 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	$74,484	-	100.0%	Reimbursement pending closeout paperwork.
CDBG-CV2 & 3 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	$0	-	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	-	55.0%	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.
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	-	42.0%	Two business loans have been awarded.

Active Grants

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Department of California Highway Patrol - CTFGP Grant	Cannabis Tax Fund Grant Program (GTFGP)	$146,419	-	0.0%	
Department of Water Resources (DWR)	Comprehensive Flood Control Project	$2,371,333	$20,000,000	100.0%	The $237,148 retention was received in December 2022. Retention was held until Conservation Easement was completed.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	$140,000	-	30.5%	
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) Gran	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.
HCD - HOME Investment Partnership Program: Program	Funding to continue the Owner-Occupied Rehabilitation Program.	$500,000	-	0.0%	Housing Authority is working with applicants for project approval
State of CA - Department of Alcoholic Beverage Control	Minor Decoy, Shoulder Tap, and IMPACT Program.	$20,000	-	0.0%	
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%	A Request for Proposals (RFP) was issued on 9/21/23 with a submittal deadline of 10/18/23.
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	$120,000	-	0.0%	Project is in the Design Phase

FY 2023/24 Non-Profit Grant Funding

Grantee	Project Description	Award Amount	Percent Expended
Cafeteria Kids Theater	Summer Drama in St. Helena	$1,000	0%
Festival Napa Valley	How I see Music Education Program	$8,000	0%
Friends of the Cameo	Faces of St. Helena	$8,500	0%
Music in the Vineyards	MITV Connects	$3,000	0%
Napa Valley College DAS Foundation	Viva Mariachi! St. Helena	$5,000	0%
Nimbus Arts	Dia de los Muertos Community Celebration, free Teen Tuesday art program, Harvest Festival and St. Helena Holiday Event	$20,000	0%
Rianda House	Visit Me Today	$7,500	0%
St. Helena Cemetery Association	St. Helena Cemetery Chinese Monument Project	$10,000	0%
St. Helena Community Band	St. Helena Community Band Yearly Performances	$10,000	0%
St. Helena Community Garden	St. Helena Community Garden Supplies	$2,500	0%
St. Helena Cooperative Nursery School	St. Helena Cooperative Nursery School	$7,000	0%
St. Helena Farmers Market	Market Match Program	$9,000	0%
St. Helena Historical Society	Educational Lecture Series and Cemetery Tour	$10,000	0%
St. Helena Little League	SHLL Uniforms & Equipment	$5,000	0%
St. Helena Preschool for All	St. Helena Preschool for All Scholarships	$12,000	0%
Sustainable St. Helena	St. Helena Redwood Forest	$5,000	0%

FY 2023/24 Non-Profit Grant Funding

Grantee	Project Description	Award Amount	Percent Expended
The White Barn	Napa Valley Puppet Festival	$3,000	0%
Upstage Napa Valley	3rd Annual Upstate NV Playwright Festival (Playfest 2023)	$6,000	0%
Upvalley Family Centers of Napa County	Ninos Activos / Active Kids | Bilingual Playgroups	$7,500	0%
Totals		**$140,000**	**0.00%**

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	November 14, 2023
FROM:	Martin Beltran, Senior Management Analyst
SUBJECT:	Proposed adoption of a Resolution (1) Authorizing the City Manager to sign a Grant Agreement (7GF23019), and potential subsequent amendments, with the State of California Department of Forestry and Fire Protection for Volunteer Fire Capacity, with a term that commences on the date of approval through June 30, 2024, in the amount of $17,555.09; 2) Authorizing the City Manager to sign form AD-1048, entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions".
RECOMMENDED ACTION:	Adopt the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to accept a grant with the State of California Department of Forestry and Fire Protection for Volunteer Fire Capacity and authorize the City Manager to execute the grant agreement and necessary documents related to the grant.
FINANCIAL IMPACT:	Expenses and revenues associated with this Grant are included in the Fiscal Year 2023-2024 Department Budget. All funds paid to the City under the terms of this Grant Agreement must be matched by the City on a dollar-for-dollar basis (50/50 matching funds basis).

BACKGROUND:

The Volunteer Fire Capacity (VFC) Program is a Federally-funded grant program that allows California to provide local and rural fire departments with minor firefighting, training, communications and safety equipment for their volunteer firefighters. The VFC Program is not intended for major equipment (fire engines, vehicles, etc.) or Capital repairs. The VFC Program has a 50/50 match requirement which means that the applying Fire Department must be able to meet the intended grant award, dollar for dollar. Awards for departments are set at a minimum of $500 with a maximum of $20,000. Amounts may be adjusted based on the grant funding available.

DISCUSSION:
On May 4, 2023, the Fire Department submitted an application to the California Department of Forestry for funding under the Cooperative Assistance Act of 1978 Volunteer Fire Capacity (VFC) Program. The grant application requested reimbursement for the purchase of two mobile 110W mounted radio communications, safety equipment, and supply hoses. On August 7, 2023, the Fire Department was notified of the approval of its application, awarding $17,555.09 by the California Department of Forestry and Fire Protection for the Volunteer Fire Capacity Grant Program.

To accept the grant funding, the City must submit the Agreement, Resolution, and AD-1048 form by email no later than December 1, 2023. Staff recommends City Council accept the grant and approve a resolution authorizing the City Manager to sign grant related documents and program agreements related to the Volunteer Fire Capacity (VFC) Program.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Attachment 1: 2023 VFC Resolution
Attachment 2: Agreement 7GF23019
Attachment 3: AD-1048 Form

BEFORE THE CITY COUNCIL OF THE
CITY OF ST. HELENA
COUNTY OF NAPA, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: _____
Approving the Department of Forestry and Fire Protection Agreement # 7GF23019 for services from the date of last signatory on page 1 of the Agreement to June 30, 2024, under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the City Council of the City of St. Helena, that said City Council does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023-24 up to and no more than the amount of $17,555.09.

BE IT FURTHER RESOLVED that Anil Comelo, City Manager of said City be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the City of St. Helena.

The foregoing resolution was duly passed and adopted by the City Council of the City of St. Helena, at a regular meeting thereof, held on the 14th day of November, 2023 by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT

APPLICANT: **City of St. Helena Fire Department**

PROJECT TITLE: **Volunteer Fire Capacity**

GRANT AGREEMENT: **7GF23019**

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2024.
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed $ **$17,555.09** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

City of St. Helena Fire Department Applicant	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
By Signature of Authorized Representative	By
Title City Manager	Title: **David Scheurich** **Staff Chief, Cooperative Fire Programs**
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID		SUPPLIER ID
FUND **0001**	FUND NAME General Fund		
PROJECT ID 354023DG2012166	ACTIVITY ID SUBGNT		AMOUNT OF ESTIMATE FUNDING **$ $17,555.09**
GL UNIT 3540	BUD REF 001	CHAPTER 12	ADJ. INCREASING ENCUMBRANCE **$ 0.00**
PROGRAM NUMBER 9999000FED	ENY **2023**		ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT 5340580	ALT ACCOUNT **5340580002**		UNENCUMBERED BALANCE **$ $17,555.09**
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92750		

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer — Date

7GF23019

VOLUNTEER FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and City of St. Helena Fire Department hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.

2. This is a subaward under the 2023 Volunteer Fire Capacity Grant #23-DG-11052012-166 awarded to STATE by the Forest Service on August 3, 2023. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.

3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2023.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**

5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2023, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**

6. **TIMELINESS: Time is of the essence in this Agreement.**

7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2023 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

   This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2023** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

   The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

   The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **$17,555.09** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2024.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2024 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.

10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over $5,000, the federal government may retain a vested interested in accordance with paragraph 17 below.

11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

    LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY:
City of St. Helena Fire Department
1088 College Ave.
St. Helena, CA 94574
Attention: John Sorensen
Telephone Number(s): 707-967-2880
E-mail Chief170@cityofsthelena.org

STATE:
Department of Forestry and Fire Protection
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.

14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.

15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.

16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.

17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of $5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than $5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than $5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of $5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.

19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.

21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.

22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.

23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.

24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2024.**

26. TERMINATION: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.

27. AMENDMENTS: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.

28. INDEPENDENT CONTRACTOR: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

29. INDIRECT RATE: LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

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30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

    It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
City of St. Helena	7GF23019

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Anil Comelo, City Manager

SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration’s System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	November 14, 2023
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a resolution authorizing execution of Amendment #1 to each of the On-Call Engineering Support Services vendors: Coastland Civil Engineering, West Yost Associates, and Haley Aldrich, Inc. for support of Capital Improvement Program projects.
RECOMMENDED ACTION:	Approve the resolution authorizing the contract amendments.
PREVIOUS COUNCIL ACTION:	On June 13, 2023, City Council adopted Resolution 2023-63 authorizing execution of contracts with West Yost Associates, Coastland Civil Engineering, LLP, and Haley Aldrich, Inc with each contract not-to-exceed $100,000, for a total amount of $300,000.
STATEMENT OF THE PURPOSE:	The purpose of this item is to approve an amendment to each of the vendor contracts extending services to continue augmenting the Public Works Engineering staff's ability to complete the Capital Improvement Program projects, on time.
FINANCIAL IMPACT:	There is no additional funding requested with this action. The fiscal impact for this item is an additional $300,000 (for a total not-to-exceed amount of $600,000) which is currently budgeted between the Public Works Department for on-call contracts and within specific Capital Improvement Program project budgets for design and consulting services. Costs associated with work by these three firms will be negotiated on a case-by-case basis and funded by each Capital Improvement Program project's approved budget or Public Works' Administration budget. This extension ensures that staff can manage costs, project's scope, and delivery schedule. If any scope item is anticipated to exceed the budgeted line item, it will be brought to City Council for approval of additional funding.

BACKGROUND:

The Public Works workplan for the next fiscal year is the largest in recent memory with both the FY2023/24 Capital Improvement Program with over 40 projects totaling $17

million and a number of City Council adopted Goals. To accomplish the robust proposed workplan, supplemental professional services are needed to bring the volume of projects to fruition. In June 2023, three initial contracts were approved for on-call engineering support services to augment current low staffing levels. Projects have been assigned to all three contractors on a task-by-task basis across several capital projects.

DISCUSSION:
In order to maintain progress and momentum on the current projects and to be able to begin to work on other scheduled CIP projects in this fiscal year, additional funds are needed for each vendor. All three vendors have areas of specialty or knowledge of the City of St. Helena infrastructure that have proven critical to assist with bringing planned projects to completion and on schedule.

Haley Aldrich, Inc & Coastland Civil Engineering, LLP

Both Haley Aldrich, Inc and Coastland Civil Engineering provide full-service engineering and construction management services such as capital project design for sewer, water, storm drain, transportation (including pavement and roadway design, pedestrian safety and bicycle facilities); project/program management; development review; encroachment permit processing; construction management and inspection; and program/project management of projects in coordination with other consultants. Coastland Civil Engineering has been contracting with the City since 1991 and specializes in City Traffic Engineering, CIP project design, as well as development services plan and map review. Current Projects that Coastland is working on include ArcGIS infrastructure Development, Inspection services for multiple street and paving projects. Haley Aldrich is currently focused on the following projects: Encroachment Permit processing and enhancements for more efficient processing, Bell Canyon Phreatic Surface Monitoring & Assessment, and Streets Master Plan Request For Proposal development and project administration.

West Yost Associates

West Yost has been the City’s contracted engineering support consultant with specialized knowledge of its water and wastewater systems and brings a range of expertise to the City of St. Helena. Public Works’ water and wastewater operations routinely need engineering support for the City's water and wastewater systems. The 2021 Integrated Utility Master Plan (IUMP) highlights needed improvements throughout the water/wastewater systems. West Yost was engaged to support the on-going need for water and wastewater specific support, starting with confirmation of the IUMP’s short-term projects (next five years). The initial effort will focus on tailoring the hydraulic model to specific service areas to confirm capacity deficiencies and recommend detailed improvements. They are currently working on updating the city's Safe Yield and Water Neutrality Policies, Emergency water repairs to the water treatment and distribution system for brown water, and the Recycled Water Facilities Plan.

Upcoming Projects

Examples of upcoming projects that will require Public Works augmented consultant staff assistance during the next several months to stay on schedule include (but are not limited to) the following:

- R23-79 Pavement Inspection Services for Pavement Restoration FY23 Design/FY 24 Construction
- C22-03 Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation
- W18-120 Bell Canyon Phreatic Surface Monitoring & Assessment
- Water Modeling Review
- Plan Check review for submitted Charles Krug Hotel Development Project
- Plan Check review for submitted Bank of America Development Project

ENVIRONMENTAL REVIEW: Not a CEQA project.

DOCUMENTS ATTACHMENTS:

Resolution Amendment #1 Engineering Support Services
STH CONTRACT-FY2023-040 West Yost
STH-CONTRACT-FY2023-047-Haley and Aldrich, Inc.
STH CONTRACT FY2023-036 Coastland
Amendment #1 West Yost 2023-040
Amendment #1 Haley Aldrich 2023-047
Amendment #1 Coastland 2023-036

CITY OF ST. HELENA

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO EACH OF THE FOLLOWING AGREEMENTS: 2023-040 WITH WEST YOST ASSOCIATES, 2023-036 WITH COASTLAND CIVIL ENGINEERING, LLP, AND 2023-047 WITH HALEY & ALDRICH, INC, FOR AN ADDITIONAL $100,000 EACH WITH EACH CONTRACT INCLUDING AN AMOUNT NOT-TO-EXCEED $200,000 FOR EACH CONTRACT.

RECITALS

A. On July 13, 2023, The City of St. Helena entered individual agreements with West Yost Associates, Coastland Civil Engineering, LLP, and Haley & Aldrich, Inc. to provide On-Call Public Works and Engineering Services, with each agreement authorizing work up to a not-to-exceed amount of $100,000.

B. On June 27, 2023, the City adopted the largest Capital Improvement Program project list with 70 projects in the City's history, with a record $17.8 million projected to be expended in Fiscal Year 2023-24; and

C. The City of St. Helena desires to continue utilizing West Yost, Coastland, and Haley & Aldrich to provide the on-call public works and engineering services in the implementation of the City's Capital Improvement Program, but require additional authorization to utilize their services as needed; and

D. To accomplish the robust proposed workplan, supplemental professional services are needed to bring the volume of projects to fruition; and

E. Given the recent challenges related to recruitment of qualified technical staff, this item is requesting to extend engagement with three firms for engineering support, project development/delivery and/or owner-representative services, based on the needs of each project; and

F. The City of St. Helena desires to amend the Agreements with each of these firms to authorize an increase of $100,000 in the amount of each agreement with no additional modifications to the existing agreements, other than providing clarification to the manner in which specific tasks will be administered.

RESOLUTION

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

1. Authorizes the execution of Amendment #1 to STH Contract: FY2023-040 West Yost Associates for an additional $100,000 for a total not-to-exceed amount of $200,000; and
2. Authorizes the execution of Amendment #1 to STH Contract: FY 2023-036 Coastland Civil Engineering, LLP for an additional $100,000 for a total not-to-exceed amount of $200,000; and
3. Authorizes the execution of Amendment #1 to STH Contract: FY 2023-047 Haley & Aldrich, Inc. for an additional $100,000 for a total not-to-exceed amount of $200,000; and
4. Authorizes the City Manager to execute the above amendments.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

STH-CONTRACT-FY2023-040

AGREEMENT FOR PROFESSIONAL SERVICES
ON-CALL PUBLIC WORKS AND ENGINEERING SERVICES

THIS AGREEMENT, made and entered into on June 13, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and West Yost (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as On-Call Municipal Public Works and Engineering Services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, "Project Budget"** attached hereto and made a part hereof. Total compensation shall not exceed $100,000.00 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product

shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in

contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:
Vanessa Apodaca, PE
Contract Manager
West Yost
2235 Mercury Way, Suite 105
Santa Rosa, CA 95407

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

SECTION 21 – TERMINATION

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

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon 7 days written notice.

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant: West Yost Associates

By: Elizabeth T. Drayer
Name: Elizabeth T. Drayer
Title: Vice President

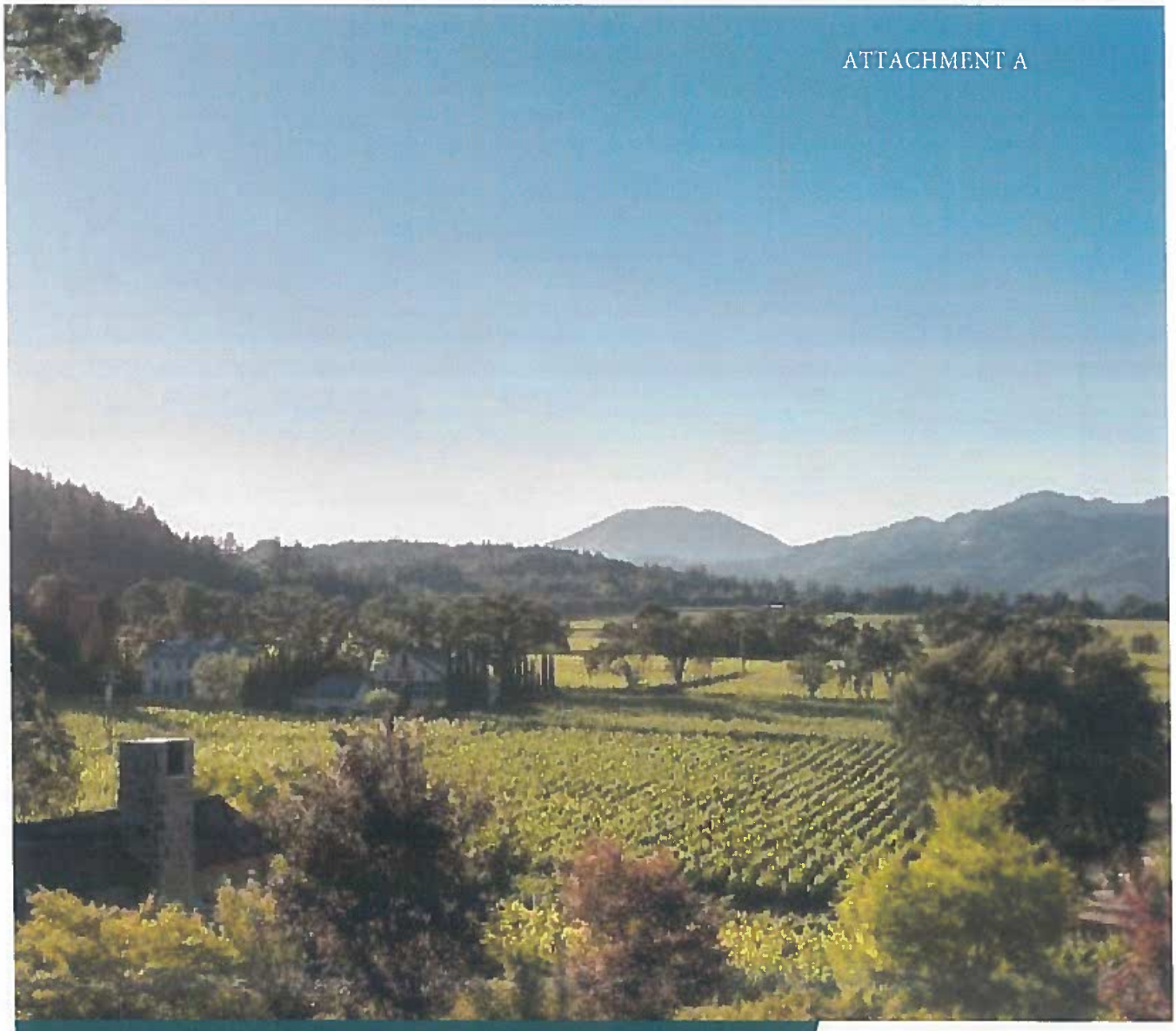
City:

By:
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By:
Name: Ethan Walsh
Title: City Attorney

ATTACHMENT A



CITY OF ST. HELENA

On-Call Water Planning and Engineering Services

APRIL 17, 2023

WEST YOST
Water. Engineered.

WEST YOST
Water. Engineered.

2235 Mercury Way
Suite 105
Santa Rosa, CA 95407

707.543.8506 phone
530.756.5991 fax
westyost.com

April 17, 2023

City of St. Helena
Mr. Joe Leach, Direcror of Public Works
1480 Main Street
St. Helena, CA 94574

Dear Mr. Leach:

Thank you for considering West Yost for **On-Call Water Planning and Engineering Services for the City of St. Helena** (City). We are eager to continue the relationship we have built with the City over the past 19 years.

Since 2004, West Yost has had the opportunity to provide a variety of services for the City, including supporting Capital Improvement Projects, alternatives analyses, construction engineering, and demand and supply projections. We have enjoyed this close collaboration with the City and can provide valuable historical perspective based on our involvement in many important City projects over the years.

West Yost has assembled an experienced team with a depth of technical expertise in resource and program management, system planning, permitting and regulatory compliance, infrastructure design, and operational support across various practice areas including potable water, recycled water, stormwater, groundwater, treatment facilities, collection systems, asset management, cyber security and operations technology, and construction management and inspection. Our team is dedicated and responsive with strong management skills, commitment to our clients, and a proven track record of successful project implementation.

In reviewing the attached Statement of Qualifications (SOQ), please consider the following:

West Yost's firm-wide focus includes water facilities planning and design services: West Yost helps clients build comprehensive, technically rigorous water, recycled, wastewater, stormwater, and SCADA system plans to meet immediate and long-term system needs. The staff members presented in this SOQ are recognized experts in distribution, collection, recycled, and stormwater system hydraulic modeling; distribution, collection, recycled and stormwater system design; feasibility studies and master planning; condition assessments; and grant management services. Each City project will benefit from our robust team of experts and their experience.

Depth of experience with the City: The City is operationally complex and sophisticated in how it plans and provides service to water, wastewater, recycled water and stormwater customers. Through our work with the City, West Yost has developed an understanding of those systems, the planning criteria the City uses, the area-specific and facilities-specific operations for each system, and relationships with the City's regional partners. Our team members will serve effectively as an extension of City staff.

Responsive experience and staff who know your region-specific needs: West Yost has experts readily available to the City from our Santa Rosa, Concord, Pleasanton, Davis and Sacramento offices. Our staff have a long history of working together for regional municipal clients, including the City of Napa, Napa Sanitation District, and others. Our goal is to minimize the burden on City staff by completing projects quickly and efficiently.

West Yost appreciates this opportunity to serve the City, and we look forward to continuing our successful working relationship with the City. We will work closely with you to meet the needs of your projects, and we are confident that our staff and work products will exceed your expectations.

Mr. Joe Leach
April 17, 2023
RE: Response to Request for Qualifications for On-Call Water Planning and Engineering Services

Elizabeth Drayer has the authority to sign contracts for West Yost. If you have any questions or need additional information, please contact Vanessa at 707.508.3671 or vapodaca@westyost.com.

Sincerely,
WEST YOST

Vanessa Apodaca, PE
Contract Manager
vapodaca@westyost.com
707.508.3671

Elizabeth Drayer, PE
Principal-in-Charge
edrayer@westyost.com
650.740.3762



Table of Contents

Cover Letter	i
01 Firm Profile and Contact Information	1
02 Qualifications	3
03 General Scope	8
04 Project Team	9
05 Project Experience	11
06 Compensation	21
Appendix A Resumes	23

1 FIRM PROFILE AND CONTACT INFORMATION



WEST YOST
Water. Engineered.

Firm Information

West Yost (Legal Name: West Yost & Associates, Inc.)

Davis – Headquarters

2020 Research Park Drive, Suite 100
Davis, CA 95618
Ph: 530-756-5905
Fax: 530-756-5991

Santa Rosa– Local Office

2235 Mercury Way, Ste 205
Santa Rosa, CA 95407
Ph: 707.543.8506
Fax: 530-756-5991

Website: westyost.com

Firm Established

1990

Type of Organization

California Corporation (No. C1956281), private, employee-owned

OREGON
Lake Oswego

CALIFORNIA
Concord
Davis (Corporate HQ)
Lake Forest
Oceanside
Pleasanton
Sacramento
Santa Rosa

ARIZONA
Phoenix



Contact Information



Elizabeth Drayer, PE
Vice President/Principal-in-Charge
T: 925.461.6793
edrayer@westyost.com



Vanessa Apodaca, PE
Contract Manager
T: 707.508.3671
vapodaca@westyost.com

**Vanessa will be the primary contact for the on-call services*

Description of the Firm and Statement of Qualifications

West Yost is a consulting engineering firm that was founded in 1990. Our focus is exclusively water, wastewater, recycled water, groundwater, and stormwater. We have broad experience in providing planning, design, construction management, and program management services in these areas.

West Yost is headquartered in Davis, California. Our staff includes certified or registered professionals in chemical, civil, control systems, electrical, environmental, and mechanical engineering; wastewater treatment and regulatory compliance; geology, engineering geology, and hydrogeology; architecture; GIS; control systems, cybersecurity, and risk management; asset management and condition assessment; project management; and construction management and inspection services.

Ownership Information

West Yost is an employee-owned company incorporated in the State of California.

Financial Stability

West Yost is a financially secure institution that has never filed for bankruptcy or insolvency in its history.

Resources

West Yost has over 220 staff members in 8 offices. We present 29 employees to work directly on City projects and will include subconsultant support as-needed. Our technical professionals rely on administrative and corporate support included in the 226 staff listed below by office.

The City's contract will be managed from West Yost's Santa Rosa office. Work will be completed primarily from West Yost's Bay Area offices (Concord and Pleasanton), Davis, and Sacramento offices. Our SCADA design and support team is located in Phoenix, Arizona, and has successfully served other local clients and municipalities on recent projects from that location.

NUMBER OF EMPLOYEES BY OFFICE

LOCATION	TOTAL STAFF	EXPECTED TO CONTRIBUTE TO CITY PROJECTS
Santa Rosa	11	2
Concord, CA	17	2
Davis, CA	58	11
Lake Forest, CA	25	2
Lake Oswego, OR	10	1
Phoenix, AZ	11	1
Pleasanton, CA	7	3
Oceanside, CA	11	1
Remote – US	76	6
	226	29

2 QUALIFICATIONS

A PARTNER YOU CAN TRUST

Our team of experts has worked with the City of St. Helena for 19 years. These projects have been a collaboration of West Yost and City staff, and through the process, **West Yost has come to understand the City's utility systems and the needs of the people who manage and operate them.** Planning projects must clearly prioritize improvements in order to optimize the City's budgets and to limit demands on operations staff for repair, rehabilitation, replacement, and maintenance projects. The City requires design projects that comprehensively and efficiently address critical needs in the utility systems in addition to timely and responsive bidding and construction phase services support to minimize the burden on the City's engineering department during construction. The City's customers expect reliable service through efficient Capital Improvement Project delivery.

In addition to understanding the City and its requirements, West Yost understands water. All of the services we provide—from planning through design, and construction management—are for water, wastewater, stormwater, recycled water, and groundwater projects. West Yost has brought this expertise and experience to on-call contracts for a variety of municipalities.

Our on-call contract success is based largely on our ability to respond quickly to project needs, work seamlessly as an extension of the client's staff, and bring innovative solutions to projects both large and small. Our on-call contracts also benefit from our depth of expertise in water, our large resources of local staff, and our commitment to quality products and services.



West Yost's staff includes one of the largest water and sewer planning and modeling staff in California to help meet the City's project needs as they arise. Our resources are exclusively focused on water— potable water, wastewater, groundwater, stormwater, recycled water, with the vast majority of our work for municipal clients and public agencies.

West Yost uses management tools and systems to accurately and efficiently gauge staff resource allocation and workload coordination. These tools include Deltek Vision, a centralized real-time resource for projecting workload down to the person, hour, and task level. Careful coordination confirms firm-wide staff availability in a consistent and timely manner. We will commit to being available for required services for the City's "As-Needed" projects.

The sections below highlight our qualifications in the following areas:

- Water and Recycled Water System Modeling
- Sewer System Modeling
- Stormwater and Flood Resilience
- Water and Wastewater Treatment
- Feasibility Studies/Master Planning/Condition Assessments
- Pipeline Design
- Pump Station and Tank Design
- Grant Management Services
- Specialized Engineering Support

WATER AND RECYCLED WATER SYSTEM MODELING

West Yost is a leader in water resources and water system and recycled water system planning and hydraulic modeling. We have unmatched expertise in modeling for water distribution systems, including:

- Building models from GIS
- Calibrating hydraulic models
- Setting up field data collection programs for hydrant testing and pressure monitoring
- Validating hydraulic models comparing results with SCADA, and
- Performing hydraulic and water quality evaluations in support of new development, operational needs, and design projects.

As part of both model development and water master planning projects, we routinely provide training as part of the project, and as-needed support to our clients in different aspects of model development and analysis. West Yost has 14 staff members who perform water distribution system and recycled water system hydraulic modeling and are available to supplement the proposal team, as needed. Our expertise in planning and hydraulic modeling informs and brings value to infrastructure design.



SEWER SYSTEM MODELING

Sewer collection and treatment systems/facilities planning are part of West Yost's core services. West Yost has helped many clients build comprehensive, technically-rigorous wastewater system master plans to meet immediate and long-term system needs. We provide specialized technical resources in wastewater planning and regulatory compliance evaluations. Our expertise in planning adds value to infrastructure design, which helps clients design and build the right infrastructure at the right time. Our sewer collection system planning services include:

- Collection system master planning and hydraulic modeling
- Sewer system management plans
- Collection system regulatory compliance
- Infiltration and inflow reduction program development
- Condition assessments and rating
- Maintenance planning support and CMMS optimization
- CCTV program development and support
- Prioritized capital improvement program development
- Studies and predesign for sewer replacement and capacity enhancement projects.

STORMWATER AND FLOOD RESILIENCE

West Yost is familiar with the challenges facing cities throughout the San Francisco Bay Area: aging infrastructure, increasing rainfall intensities, increasing San Francisco Bay tidal levels, and real estate re-development. West Yost has completed numerous planning, design, and construction projects to meet these challenges. Our depth of stormwater and flood resilience experience includes on-call development review support services, floodplain mapping, hydraulic modeling, design of stormwater facilities, water quality compliance, stormwater fee assessment, climate assessments, and participation in regional collaborations. For on-call projects, responsiveness and communication are the keys to success. West Yost provides the following services to similar cities to manage and improve stormwater infrastructure within the available budget:

- Review parcel re-development – hydromodification, source control, green Infrastructure/low impact development, trash capture
- Evaluate sea level rise impacts – traditional and natural flood control projects, ordinances, and regional collaborations
- Analyze storm drainage hydraulics – review City/ County criteria and assess system deficiencies through hydraulic models (InfoWorks ICM, XPSWMM, EPA SWMM, HEC-RAS)
- Implement capital improvement plan projects - planning, design, and construction

WATER AND WASTEWATER TREATMENT

West Yost's approach to water treatment will be to listen to you, understand your project objectives, and assign the right team members to perform the work. West Yost is currently using on-call contracts for water treatment work for the Eastern Municipal Water District, City of Redding, City of

Fairfield, and the City of Tracy. Some specific expertise that West Yost team members will bring to the City from the recent project includes:

- Completion of chlorine conversion or upgrade projects, primarily to bulk hypochlorite
- A model for sludge production that accounts for varying chemicals and chemical doses as well as varying raw water quality
- Design and construction phase support for chemical feed systems, including caustic, soda ash, chlorine, ozone, and coagulation
- System optimization evaluations to improve performance, evaluate treatment options for contaminants of concern, and reduce waste streams

West Yost's expertise covers every type of wastewater facility and process, from collection and treatment systems to disposal and reclamation facilities. We provide a full service approach across the entire spectrum of disciplines, including technical studies, modeling, regulatory and permitting assistance, advanced treatment plant design, funding assistance, and construction management. Our firm's unique ability and experience working with clients from permitting through construction bring intrinsic value to our projects and our clients. We bring knowledge gained from the permitting and regulatory process into the planning and design of facilities that meet our clients performance goals, and apply our construction knowledge to the design process to reduce cost and risk during construction.

Incorporating client knowledge and operations staff insights into our designs allows us to deliver successful, award-winning projects for our clients.

FEASIBILITY STUDIES/ MASTER PLANNING /CONDITION ASSESSMENTS

West Yost's Water Planning team is a cohesive and collaborative team whose combined expertise brings value to our clients during the utility planning process. We provide planning, modeling, and regulatory services for recycled water, drinking water, wastewater, and stormwater utilities.

Our team is adept at master planning, including water supply planning. We are often completing multiple plans concurrently. Recent examples include the City of Stockton's Water System and Collection System Master Plans; and the City of Garden Grove Water and SCADA Master Plans, where West Yost was able to complete America's Water Infrastructure Act (AWIA) compliance while preparing recommendations to implement their SCADA Master Plan.

Our team is also experienced in condition assessments for both horizontal and vertical assets, establishing life cycle cost metrics and infrastructure replacement cycle curves, integrating system data with computerized maintenance and management systems, and using criticality-based methodologies to plan for repair and rehabilitation. With clients faced with aging infrastructure and constraints on capital funding, we routinely integrate condition assessments and risk-based facilities planning into our master plans, to provide clients with prioritized capital improvement programs for renewal and replacement of facilities.

West Yost brings an understanding of the City's planning process, criteria and needs, having completed the City's 2003 Urban Water Management Plan and 2010 Water Supply Plan.



Our Feasibility Studies / Master Planning/ Condition Assessment Services include:

- Water, Recycled Water, Sewer and Storm System Master Planning
- Water Supply Planning and Design
- Water Rights and Water Transfers
- Permitting and Regulatory Compliance
- Integrated Water Resources Planning
- Infrastructure Rehabilitation
- GIS/Mapping and Surveying
- Water and Sewer System Condition Assessments for both horizontal and vertical assets including water and wastewater treatment plants
- Asset Risk Assessments and Renewal/Replacement Prioritization

PIPELINE DESIGN

West Yost's Pipeline Infrastructure team has managed and designed numerous pipeline projects for public agencies throughout the Bay Area. Projects have included various construction methods, including open cut construction, trenchless rehabilitation, and trenchless construction using

auger boring, pilot tube guided boring (PTGB), horizontal directional drilling (HDD), and microtunneling. Many projects require careful coordination with other agencies, including CalTrans and UPRR, to cross freeways, railroads, waterways, and major utilities. All projects involve detailed utility coordination and investigation to minimize costly construction changes and delays.



West Yost's Infrastructure team works in unison with our planning; treatment; operations technology, cybersecurity, and resilience (OTCR); and construction management staff to deliver designs that meet client objectives and consider safety, risk, and long-term, system-wide viability. We listen and collaborate with system owners and their staff to inform our designs by a comprehensive project understanding, conform to client standards, and are readily constructible.

PUMP STATION AND TANK DESIGN

West Yost's Integrated Infrastructure Management approach includes the entire life-cycle for municipal water, wastewater, and stormwater assets. This consists of the evaluation and design of pump stations to reduce risks of failure, manage capital costs, and avoid community impacts. West Yost has a wealth of relevant and recent pump station and tank project experience throughout Northern California.



Working as a trusted advisor, West Yost will work with City staff to fully understand the City's infrastructure and needs for thoughtful and cost-efficient projects and designs, from project conceptualization through construction. We offer a strong local team in our offices in the Bay Area and Sacramento Area, with the ability to leverage additional resources and expertise as required from our other offices. When needed, our team has experts who can be pulled in on projects for value engineering, constructability, and operations reviews that will improve project cost estimating and reduce risk.

GRANT MANAGEMENT SERVICES

West Yost's funding team offers a full services approach to funding. We assist clients in strategizing and identifying, applying for, capturing, and managing funds obtained through state, federal and local loan and grant programs. We have assisted over 30 clients in securing approximately $900 million in funding. Our success is based on maintaining excellent working relationships with funding agency staff, solid technical and writing skills, close coordination with our clients, and attention to detail.

West Yost has worked with both California Office of Emergency Services (CalOES) and California Department of Water Resources (DWR), successfully completing grant funding applications and receiving funding from CalOES for FEMA's Hazard Mitigation Grant Program, and from DWR for Integrated Regional Water Management programs, Proposition 50 funding, and Sustainable Groundwater Management Act grants.

West Yost's grant administration consulting services team will provide the highest-quality technical skills and responsive client service for the City's grant project needs. Our team can be supplemented throughout the life of the contract with additional West Yost staff as needed to meet project needs.

SPECIALIZED ENGINEERING SUPPORT

West Yost brings a team ready to support the City with specialized engineering support necessary to project delivery. These specialty areas are highlighted below.

Operations Technology, Cybersecurity and Resilience

To assist our water and wastewater clients in safeguarding their systems and infrastructure, West Yost provides operations technology, cybersecurity and resilience (OTCR) services to utility clients across the United States. Services provided by our Cybersecurity Group include:

- Cybersecurity/Vulnerability Assessments
- Operations Technology Optimization

- Cybersecurity Resiliency Planning
- SCADA Master Planning
- Operations Technology Detailed Design and Implementation

Our methodology employs innovative practices, such as consequence-driven cyber-informed engineering and constructability reviews early in the design process to deliver the highest value project for our clients.



Hydraulic Design and Operations Support

West Yost provides hydraulic modeling in support of design and operations for water, sewer and recycled water systems. Services include hydraulic transient analysis, water quality and energy evaluations, operational evaluations, and design support, such as developing pump system curves.

West Yost's energy analysis examines the cost of existing pump operations to assess whether replacement of pumps or alternative pumping strategies, such as time-of-use electric rate schedules, can be cost-effective. West Yost's water quality modeling includes water age, source tracing, supply blending, and constituent modeling to identify areas potentially at-risk for water quality problems under different operational scenarios. West Yost conducts hydraulic transient analyses to predict the potential for damaging hydraulic transients and mitigation to reduce the risk of damaging transients. West Yost also provides pump station design support, developing system curves for accurate pump selection.

Hydrology/Groundwater

West Yost's hydrology/groundwater team offers a full services approach across the entire spectrum of disciplines required for GSP implementation, including: program and project management; hydrogeologic studies and planning; regulatory support for SGMA and water rights reporting; managed aquifer recharge planning; database management; development and implementation of monitoring programs; and development of data analysis tools.

3 GENERAL SCOPE

ON-CALL SERVICES UNDERSTANDING AND SCOPE

Vanessa Apodaca will serve as the Point-of-Contact for all Project Work Orders resulting from the on-call services agreement, and will provide overall program support. Vanessa will serve as the City of St. Helena's (City) first line of communication when Project Work Orders are issued. Vanessa will work with the City to understand project needs and select or recommend the appropriate West Yost project manager to carry each project forward. She will identify project managers based on the City's project scope, the technical expertise of our staff, and the availability of staff to meet the City's schedule objectives. The assigned project manager will then collaborate with City staff to build a team and further define each project's scope and schedule based on the specific goals and objectives of the individual project.

West Yost uses management tools and systems to accurately and efficiently gauge staff resource allocation and workload coordination. These tools include Deltek Vision, a centralized real-time resource for projecting workload down to the person, hour, and task level. Careful coordination confirms firm-wide staff availability in a consistent and timely manner. We will commit to being available for required services for the City's "On-Call" projects.

West Yost anticipates that the City will issue a task order request and that West Yost will prepare a task order scope and budget for each task order request. West Yost will be be responsible for executing the technical work, coordinating with the City, to apprise the City of work progress and status, and assisting the City in preparing presentations/staff reports for council or materials for internal City briefings. We anticipate that the City will be available to provide data required for evaluations, participate in project coordination meetings to provide input on work, and review project deliverables.

UTILITY PLANNING APPROACH

West Yost has successfully helped the City navigate complex planning tasks and modeling tasks through a variety of projects. **Since 2004, West Yost has worked with the City on regulatory compliance, wastewater collection systems, and potable water utility systems.** This work includes:

- **St. Helena 2003 Urban Water Management Plan**
- **St. Helena 2010 Water Supply Plan**
- **Stonebridge Wells Water Treatment Plant Filter Restoration**
- **Potable Water Storage Tank 1A Design & CM**
- **General Plan Update EIR**
- **Tank 1A Engineering Services During Construction**
- **Water Conservation Assistance**
- **Water Enterprise Services**
- **Waste Water Interim Project**
- **Engineering Support for Water Rights** (subconsultant)
- **Waste Water Treatment Facility Upgrade and Water Recycling** (subconsultant)

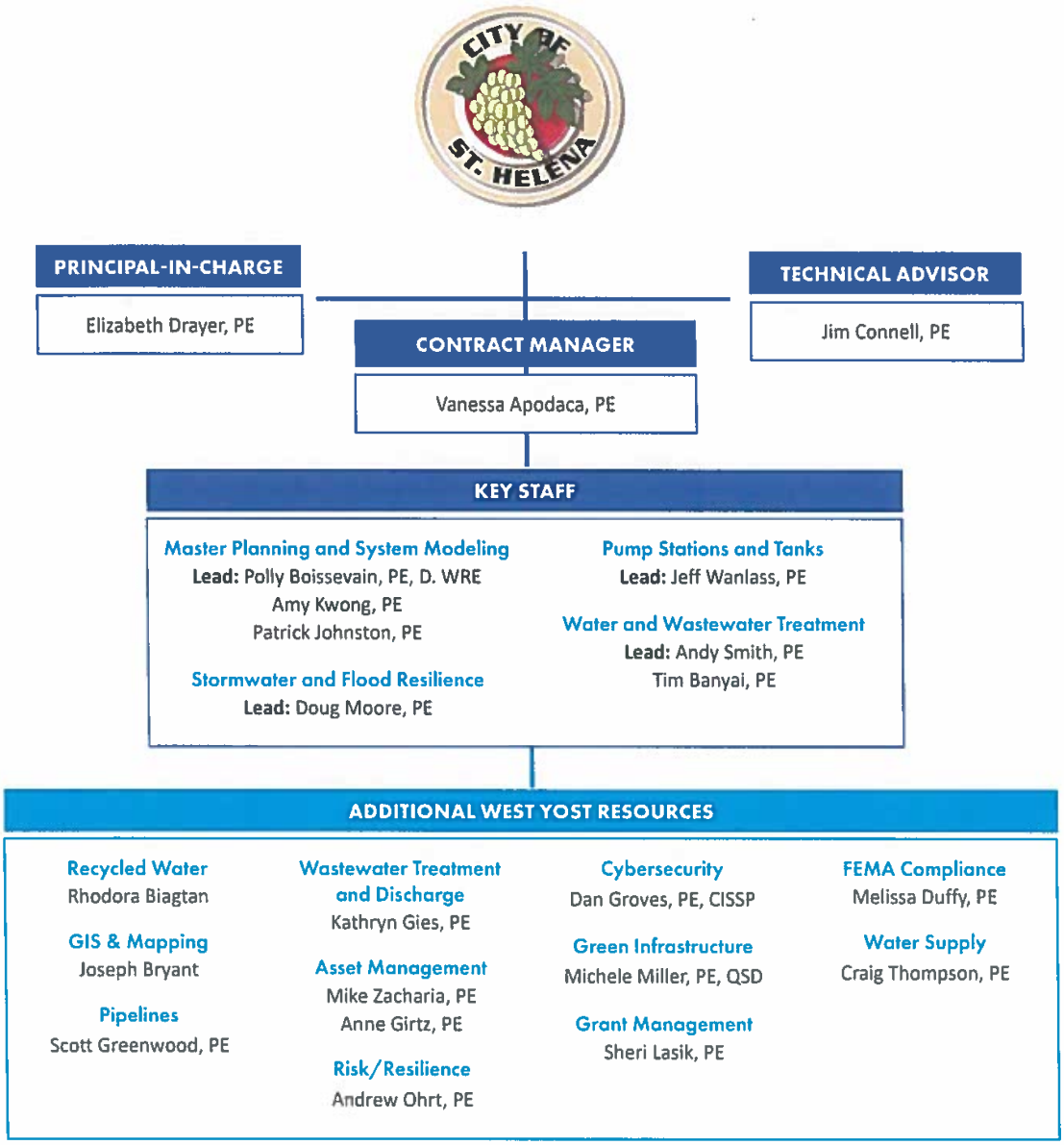
Through these projects, West Yost has developed a thorough understanding of City standards, planning criteria, work processes and guidelines. In all of our projects, we have worked collaboratively with City stakeholders.

Master Planning to Provide Depth, Detail and Flexibility

West Yost uses a collaborative approach to document master planning criteria, understand operational constraints and challenges, prepare water demand and collection system flow projections, evaluate water distribution and collection systems to identify deficiencies and develop improvements, and prepare capital improvement and master plans. Through our planning work with the City, West Yost has developed a thorough understanding of the City's standard practices for master planning and facilities studies. West Yost will continue to use this same approach for future studies, including updating planning data, such as water demand or sewer flow projections based on recent use trends, facilities planning, development impact studies, and facilities siting.

4 PROJECT TEAM

West Yost's organizational chart identifies our contract manager, Vanessa Apodaca, and key personnel available for assignment to the City's projects. Vanessa will lead communications with the City and work with project leads to assign the appropriate personnel to projects. The following section highlights the qualifications and experience of our key team members.



The following section highlights the qualifications and experience of our key team members.



Vanessa Apodaca, PE

Vanessa will serve as Contract Manager and will be responsible for allocating the necessary resources to projects. Vanessa specializes in municipal program planning and management and infrastructure planning, design, construction, and maintenance. Vanessa has served in engineering management and supervisor roles for two cities and one district in northern California and has managed planning, design, permitting, funding, and construction of capital improvement projects for many more municipalities.



Elizabeth Drayer, PE

As **Principal In Charge**, Elizabeth will provide internal reviews of projects to make sure they are being completed on time and on budget. Elizabeth specializes in water resources engineering and coordinating multi-discipline projects. She has experience leading water resources planning studies and design projects. Elizabeth is a West Yost Vice President and serves on West Yost's Board of Directors.



Jim Connell, PE

Jim Connell will act as **Technical Advisor**. Jim is a civil engineer with a focus in water and sewer master planning and design, including condition assessments, flow monitoring, computer modeling, rehabilitation planning, cost estimating, and capital improvement program development. He has extensive experience in planning and design of municipal infrastructure systems and has completed successful designs for a variety of facilities, including major expansion, rehabilitation, and new construction at a number of water and wastewater treatment plants in California, New England, and St. Helena.



Amy Kwong, PE

Amy has 18 years of experience focused on water master planning, water supply and facilities planning, hydraulic modeling and water system infrastructure design. She has worked on more than 20 water master plans. She is currently serving as Project Manager for water system master plans for California Water Service Bayshore Districts and the City of Fairfield.



Andy Smith, PE

Andy Smith has performed a wide variety of planning and design work for numerous water and wastewater treatment facilities for agencies in California and Oregon. His treatment facility experience includes master planning and predesign, detailed design and cost estimating, and engineering services during construction. His treatment expertise includes preliminary treatment, clarification, filtration, disinfection, chemical storage and metering, pumping stations, solids handling, and dewatering.



Patrick Johnston, PE

Patrick is a civil engineer with 24 years of extensive experience in planning and modeling of water distribution and wastewater collection systems. He has developed master planning and capital improvement program documents. He has experience building and calibrating hydraulic models in a variety of software packages. He uses models to analyze the hydraulic capacity of systems, identify deficiencies and size proposed improvement projects.



Doug Moore, PE

Doug Moore is an engineer with experience in storm drainage facility master planning, stormwater computer modeling, facilities planning, preliminary design, design and specifications, construction and capital cost estimating, project permitting, and project management. He is skilled at preparing potable water, wastewater, and stormwater evaluations for development specific plans, city and countywide general plans, and environmental impact reports.



Jeff Wanlass, PE

Jeff Wanlass has more than 20 years of experience in project management, planning, design, and services during construction for water supply facilities. He has prepared plans and specifications conforming to the contracting requirements for state agencies, municipalities, water agencies, and private clients. His civil engineer experience includes designs for water and recycled storage tanks, pump stations, transmission mains, groundwater supply wells, and grading and drainage plans for site development project. Jeff has been involved in more than 25 tank and pump station projects, including inspection, rehabilitation, replacement, and new facilities.



Timothy Banyai, PE

Tim is a registered civil engineer and project management professional with experience managing and designing water and wastewater treatment plants and pumping stations. Tim has served as project manager, lead project engineer, technical advisor and quality control reviewer. His direct project experience includes design and preparation of drawings and specifications, assisting clients in bidding-phase services, and performing construction-phase duties. Tim has a strong record of developing cost-effective and innovative designs for water treatment plant projects, and is known for managing multi-disciplinary teams for water improvement projects.



Polly Boissevain, PE, D. WRE

Polly Boissevain is an engineer with professional experience in water resources planning, with extensive experience in distribution system master planning and hydraulic modeling of water systems, both steady-state and transient analysis for closed conduit flow. She has managerial experience for a variety of water resources projects in planning, design, and operations.

5 PROJECT EXPERIENCE



To address the various services requested by the City, West Yost provides history and experience in the following areas:

1. **Water and Recycled Water System Modeling**
2. **Sewer System Modeling**
3. **Stormwater and Flood Resilience**
4. **Water and Wastewater Treatment**
5. **Feasibility Studies/Master Planning/Condition Assessments**
6. **Pipeline Design**
7. **Pump Station and Tank Design**
8. **Grant Management Services**
9. **Specialized Engineering Support**

1. WATER AND RECYCLED WATER SYSTEM MODELING

Water Distribution System Master and On-Call Modeling Support

CITY OF REDWOOD CITY, CA

TEAM: Polly Boissevain (Project Manager, Water Master Plan/ Principal in Charge, Hydraulic Modeling Support) Patrick Johnston (Project Manager, Hydraulic Modeling Support); **COST:** $350,000 (Master Plan), $2,000 - $101,000 (Hydraulic Modeling Support); **DATES:** 2010 – 2012 (Master Plan), 2012 – Current (Hydraulic Modeling Support).

REFERENCE: Phong Du, Supervisory Civil Engineer, City of Redwood City, Community Development Department, 1017 Middlefield Road, Redwood City, 94063-2505, 650.780.7385, pdu@redwoodcity.org

As part of a water system master planning for Redwood City, West Yost developed a new distribution system hydraulic model to evaluate the distribution system's hydraulic capacity, water quality, emergency reliability, and seismic vulnerability. The key aspect of the project was developing a calibrated extended period simulation hydraulic model, for hydraulic, energy, and water quality analysis. West Yost's team built an all-pipe water distribution system model in InfoWater, using the City's existing GIS. The model was calibrated using hydrant flow tests. Because Redwood City rises over 900 feet from sea level, the City's system is complex and includes 17 pressure zones. A challenge was the lack of hourly data from water supply turnouts to develop diurnal curves for the model. West Yost incorporated a special field monitoring program to collect flow data at the City's various turnouts. This information was instrumental in both the model calibration effort and developing accurate diurnal curves for the system.

Since completion of the Master Plan, West Yost has performed eight water system modeling evaluations to assess developer impacts, performed hydraulic analysis supporting a tank siting study, prepared two evaluations to analyze and recommend ways to improve pressure zone operations, and prepared water, recycled water and sewer modeling evaluations to identify water system improvements for various specific plan efforts. West Yost also assisted the City in converting the model to a public domain software so the City could use the model in-house for system evaluations.

Water Facilities Master Plan Update and On-Call Hydraulic Modeling Support

EASTERN MUNICIPAL WATER DISTRICT (EMWD), PERRIS, CA

TEAM: Polly Boissevain (Project Manager, WFMP / Principal-in-Charge, On-Call Modeling Support), Patrick Johnston, Roger Chu and Amy Kwong (Project Engineers, Hydraulic Modeling); **COST:** WFMP: 1,753,000; **ON-CALL MODELING SUPPORT:** $20,000 - $350,000; **DATES:** 2015 – 2016, WFMP | 2016 – current, On-Call Modeling Support.

REFERENCE: Laura Barraza, Principal Civil Engineer, Capital Planning, Eastern Municipal Water District, 2270 Trumble Road, Perris, 92572-8300, 951.928.3777 #4228, barrazal@emwd.org

West Yost prepared a Water Facilities Master Plan Update for the District, which serves customers in a 550-square-mile area in western Riverside County. The potable water system has five major service areas with a total of 70 pressure zones. The District anticipated significant future growth, with demand projected to increase approximately threefold through buildout of the District's service area. The Water Facilities Master Plan was completed in 2016. Since completion of the Water Facilities Master Plan, West Yost has provided On-Call hydraulic modeling support for multiple planning, design and operations projects:

- Prepared an operational assessment to identify improvements to enhance performance of a new storage tank
- Prepared a planning study to evaluate infrastructure for a conjunctive use project
- Conducted a planning study to identify new infrastructure improvements to increase emergency reliability in the Moreno Valley and Temecula Valley service area
- Performed hydraulic peer reviews for two design projects
- Evaluated infrastructure needs for a new development
- Prepared three updates of the District's distribution system hydraulic model
- Supported six project design efforts with hydraulic modeling analysis
- Provided on-call troubleshooting and model support to District staff

In its hydraulics peer review for the implementation of a new pressure zone, West Yost identified an alternative configuration that reduced project costs from $1.3 million to $400,000 with the same reliability as the proposed project.

2. SEWER SYSTEM MODELING

Wastewater Master Plan Update

CITY OF STOCKTON, CA



TEAM: Patrick Johnston (Project Manager, Hydraulic Modeler), Jeff Pelz (Principal-in-Charge and QA/QC Reviewer), Chris Malone (Project Engineer), Elizabeth Drayer (Technical Advisor), Tyler Newman (Project Engineer)

REFERENCE: Gemma Biscocho, Senior Engineer, 209.937.8734, gemma.biscocho@stocktonca.gov;

The City of Stockton serves a population of approximately 320,000 residents and has a wastewater collection system that includes ten different subareas with just over 1,000 miles of gravity mains, 35 pump stations and 37 miles of force main piping. West Yost prepared an update to the City's Wastewater Master Plan to provide a comprehensive evaluation the collection system infrastructure needs. For the plan, the West Yost team conducted a flow monitoring program that included 25 temporary flow meters to assess dry weather and wet weather flow conditions, and also performed field surveys to characterize the configuration of multiple flow splits throughout the system. West Yost developed a InfoSWMM hydraulic model of the collection system based on a combination of field survey data and existing City GIS data, and then calibrated the model using the data collected from the flow monitoring program. West Yost developed future flow projections based on planned development in the City's Envision Stockton 2040 General Plan, and performed a hydraulic analysis of existing, 2040, and buildout flow conditions. The model results were used to develop a prioritized 15-year capital improvement program to address existing and anticipated capacity deficiencies, existing system rehabilitation and repair needs identified by previous City studies, and the need for new facilities to serve future growth areas.

The projected wastewater flow development was coordinated carefully with water demand projections developed by West Yost as part of the City of Stockton Water Master Plan update to ensure consistency between the two master plans. West Yost is currently providing ongoing multi-year technical support involving hydraulic analysis of proposed development projects.

Capacity Analysis and Flow Monitoring

ROSS VALLEY SANITARY DISTRICT, CA



TEAM: Jeff Pelz (Principal-in-Charge), Patrick Johnston (modeling Lead), Elizabeth Drayer (Project Engineer), Chris Malone (QA/QC Reviewer)

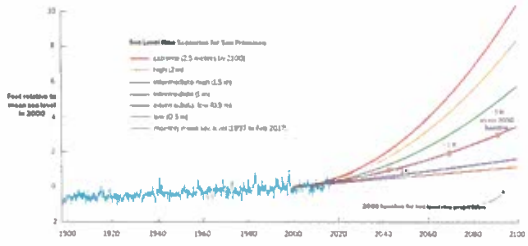
REFERENCE: Patrick Filipelli, Business System Analyst, 415.259.2949, pfilipelli@rvsd.org;

West Yost worked with the Ross Valley Sanitary District to update and calibrate the hydraulic model of the collection system for use in evaluating the District's progress with its program to reduce inflow and infiltration. The District's program has included pipeline replacement, spot repairs of defects, lining of small diameter gravity mains and replacement of sewer laterals. West Yost developed a flow monitoring program to obtain data for recalibrating the current hydraulic model with the intent of evaluating the effectiveness of collection system improvements implemented from 2018 onward. The model was updated with data from the recent improvement projects and with lift station data for both pump curves and controls. The model was recalibrated with the flow monitoring data for both dry weather and wet weather flow conditions. Recalibration involved adjustments to sanitary flow, groundwater infiltration and rainfall-dependent inflow and infiltration. The model was used to evaluate changes to the inflow and infiltration within the District's system and to reevaluate the District's planned capital improvements program. The recalibrated model was used to prioritize the improvement projects that have not yet been implemented and to propose changes to the projects where needed. The model was also used to evaluate the improvement projects that may be required to support the potential annexation of the collection system serving San Geronimo Valley.

3. STORMWATER AND FLOOD RESILIENCE

Climate Change: Sea Level Rise Adaptation Assessment and Report

CITY OF MILLBRAE, CA



Sea level rise projections for San Francisco for several global scenarios, based on global projections from a 2017 NOAA technical report

TEAM: Polly Boissevain (Principal-in-Charge), Michele Miller (Project Manager); **DATES:** 2019

REFERENCE: Jane Kao, former Senior Engineer, City of Millbrae (Senior Engineer, Silicon Valley Clean Water), 650.832.6265, jkao@svcw.org

The Sea-Level Rise Adaptation Assessment was prepared by West Yost for the City of Millbrae and its partners. This Assessment seeks to expand the understanding of sea-level rise risks to the City, communicate these risks to the community, and plan for sea level rise by identifying potential mitigations, adaptation and hazard mitigation strategies. West Yost managed the project team and provided stakeholder outreach, a review of available data from the County and other sources, a field assessment, planning and coordination, and development of a draft and final assessment report.

The Assessment provided a better knowledge of local assets at risk that will help the City prepare for the future. Our assessment identified key assets (such as communication towers, gas stations, and electric substations) and up to 9.5 miles of key linear assets (such as gas lines) than the County's more previous Assessment.

The Assessment also identified numerous opportunities for the City to prepare for future sea-level rise. Recommended actions include local improvements to the City's drainage infrastructure, implementing a seawall or levee along the shoreline, and continuing to engage in coordination and collaboration to position for funding opportunities. The City has been awarded $60,000 in grants since the report was written.

Vallejo Flood Control and Wastewater District On-Call Contracts

VALLEJO FLOOD AND WASTEWATER DISTRICT, VALLEJO, CA

TEAM: Doug Moore (Various), Michele Miller (Various); **DATES:** 2018-2023; **COST:** Task Budgets Range from $10,000 to $20,000.

REFERENCE: Mark Tomko, Director of Engineering, 707.652.7801, mtomko@vallejowastewater.org

West Yost has provided engineering services to VFWD for about 20 years through several planning, modeling, and design focused on-call contracts.

Recent tasks have included:

- Mare Island Force Main – We evaluated the changes in water surface elevations in the Mare Island Way trunk sewer for different connection points of the new Mare Island sewer force main.
- Stormwater Engineering Standards – We assisted with the preparation of VFWD's current stormwater engineering standards.
- Trash Capture Devices (hydraulic modeling) – We used VFWD's storm drain models to evaluate the hydraulic impacts of the installation of several trash capture devices.
- White Slough Flood Model – We used the Austin Creek and White Slough storm drain model to understand the impacts for vandalism of the White Slough tide gates on the WSEs in and around White Slough. We also helped develop a low-cost approach to addressing the vandalism by converting two tide gates to simple flap gates and using parts from the converted gates to restore the other two gates to full functionality.
- Peer Review of VFWD Draft Sanitary Sewer Collection System Master Plan and associated sewer model. Through this review we provided a six page comment letter that identify many significant issues with the master plan, like errors in the buildout land uses (including Mare Island having a land use of "Other", cost of improvement allocations between the existing customer and new development were not prepared, why wasn't the I&I monitoring results use in the selection of sewers for rehabilitation and replacement, and that the Sears Point Pump Station and Storage Facility were modeled in a different vertical datum that the rest of the model.
- Peer review of the Draft Mare Island Storm Drain Study, Golf, India, Oscar, Juliet, and Lima Outfalls Report. This review identified several significant issues, including inconsistency with VFWD's new engineering standards, no evaluation of sea level rise, and recommended continued use of several undersized outfalls to Mare Island Straight.

4. WATER AND WASTEWATER TREATMENT

North Bay Regional Water Treatment Plant

CITY OF FAIRFIELD, CA

TEAM: Andrew Smith (Project Manager), Greg Chung (Prinical-in-Charge), William Schilling (QA/QC), Steven Barber, Craig Thompson, Cynthia Paredes, Whitbey Sandelin, Cynthia Houghton (Project Engineers); **DATES:** 2013 - ongoing

REFERENCE: Brandan Hitman, Water Treatment Manager, City of Fairfield, 707.437.5381, bhiltman@fairfield.ca.gov

West Yost has provided a variety of design services for the NBRWTP since 2013, including the replacement of ozone generation and pre-ozonation equipment, the upgrades to the chemical spill containment basin, the replacement of the decant structures for the plant's three original sludge lagoons, and the remodel of the water quality laboratory. Current design activities include the replacement of baffles in the plant's flocculation and sedimentation basins. Our design experience at NBRWTP has fostered a clear understanding of the unique treatment challenges associated with the plant's dual raw water sources, as well as the operational priorities and preferences of staff at this facility.

Waterman Water Treatment Plant

CITY OF FAIRFIELD, CA

TEAM: William Schilling (Project Manager), Greg Chung (Principal), Craig Thompson (QA/QC), Elizabeth Drayer, Timothy Banyai, Steven Barber, Cynthia Paredes, Alexander Retzlaff, Christopher O'Connor (Project Engineers), Maxine Colorado, Patricia Sweeny, Jean Bolger (Admin)

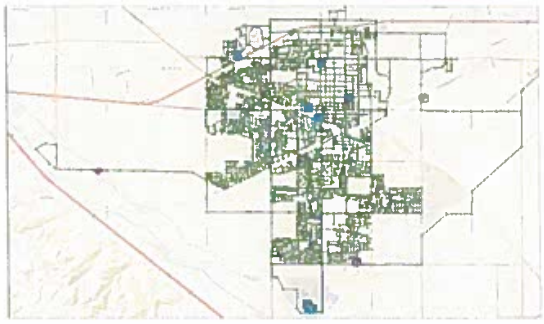
REFERENCE: Stuart Hamilton, Water Treatment Supervisor, 707.428.7448, shamilton@fairfield.ca.gov; **DATES:** 2020 - ongoing

Our work at the Waterman WTP includes the design of replacement liquid oxygen and ozone system equipment, as well as assistance with SCADA and network cybersecurity and the virtualization of SCADA system hardware. Waterman WTP also serves as the operational hub for the City's reservoirs and pump stations. Our activities at Waterman have increased our understanding of the critical links between the City's treatment, transmission and storage facilities, and the importance of the operational flexibility necessary to continue providing high-quality service that the City's residents and customers have come to expect.

5. FEASIBILITY STUDIES/MASTER PLANNING/ CONDITION ASSESSMENTS

Citywide Water System Master Plan Update/On-Call Modeling Support

CITY OF TRACY, CA



TEAM MEMBERS: Elizabeth Drayer (Principal-in-Charge), Amy Kwong (Project Manager), Polly Boissevain (QA/QC Reviewer), Roger Chu (Project Engineer); **COST:** $481,000 (Master Plan); **DATES:** 2/2018–12/2021

REFERENCE: Veronica Child, Management Analyst, 209.831.6487, veronica.child@cityoftracy.org

West Yost has assisted the City of Tracy with its water system planning for more than 30 years. Work included the development of the City's first Water System Master Plan and integrated planning services for an aquifer storage and recovery (ASR) program and subsequent ASR well permitting and development. West Yost updated the Citywide Water System Master Plan, which addressed changes in the City's development plans and water use trends, incorporated the system improvements that have been constructed, and refined previous recommendations to provide an implementable plan for the City's future water system.

West Yost developed a hydraulic model for the City's water system that has been used to plan infrastructure improvements to serve new developments, and West Yost has performed dozens of subsequent hydraulic analyses. Our team has helped City operations staff troubleshoot operational issues, such as solving low-pressure issues from customers and moving water from one pressure zone to another using the City's model.

The hydraulic model has also been used to simulate fire flow tests to assist the fire department and developers with understanding the actual flow conditions to better design fire sprinkler systems for new buildings. By using the hydraulic model, the City has been able to simulate maximum day conditions for the fire flows and gather valuable data without wasting water.

Water Master Plan and Water Utility Asset Condition Assessment

CITY OF MILPITAS, CA

TEAM MEMBERS: Elizabeth Drayer (Project Manager), Amy Kwong (Deputy Project Manager), Polly Boissevain (QA/QC), Mike Zacharia (Asset Management Lead), Anne Girtz (Asset Management); **COST:** $600,000; **DATES:** 10/2019 – 3/2021

REFERENCE: Harris Siddiqui, Principal Engineer, City of Milpitas, 455 East Calaveras Blvd., Milpitas, CA 95035, 408.586.3358, hsiddiqui@ci.milpitas.ca.gov

West Yost prepared a Water Master Plan Update and Water Utility Asset Condition Assessment for the City of Milpitas. The City has experienced tremendous growth, and water use trends have changed since the recent drought. The City is updating its General Plan and refining plans for its Midtown and Transit Area Specific Plans. West Yost updated and calibrated the City's water system hydraulic model, evaluated recent water use trends and developed future water use projections based on planned development, conducted a hydraulic analysis of the City's water system to identify needed water system improvements, and developed a prioritized capital improvement program for implementation of recommended improvements.

West Yost performed a desktop analysis of the condition and an associated risk-based analysis of the City's water system assets to prioritize actions for the City's facilities. The water utility asset condition assessment used the City's water system master inventory and GIS database to create an asset registry for the City's water system assets, including both horizontal and vertical assets. West Yost estimated replacement costs and prepared a current water system valuation. West Yost assessed the criticality of the City's water system components by assigning likelihood of failure (LOF) and consequence of failure (COF) scores using a consistent risk assessment approach. Both the LOF and COF criteria were developed specifically for the City, with the COF criteria aligning with the City Council Mission Statement, Values, and Goals to accurately reflect the true consequence of failure to the City. The utility asset condition assessment results were used to identify action levels for different facilities, including continued monitoring, more detailed conditions assessments, or immediate rehabilitation or replacement. As part of the Water Master Plan Capital Improvement Program, West Yost developed a prioritized program of $53 million in renewal/replacement of facilities over the next 30 years.

6. PIPELINE DESIGN

Driscoll Main Replacement

ALAMEDA COUNTY WATER DISTRICT, FREMONT, CA

TEAM: Adam Brown (Project Manager), Scott Greenwood, Christina Ramirez (Project Engineers); **COST:** $425,751; **DATES:** 2020 – 2021

REFERENCE: Dorota Budzynska, Project Engineer, 43885 South Grimmer Boulevard, Fremont, CA 94538, 510.668.4420, dorota.budzynska@acwd.com

West Yost provided the design for the replacement of 7,400 feet of 12-inch diameter asbestos cement (AC) pipe with 12-inch and 16-inch diameter steel pipe. The water main design stretches across two pressure zones, requiring detailed phasing and connection details for all connections to the existing water system, consisting of various AC and steel pipe sizes. Cathodic protection design has been included to expand the lifetime of the new water main. The project challenges included: limiting outages and reducing disruption to customers, and maintaining pressures in different pressure zones, reducing traffic impacts, removing the existing AC pipe along select stretches of the project, and constructing tie-ins to the existing system.

West Yost analyzed (and later rejected) an option to remove and replace the pipe in place while providing a temporary bypass system. Our team developed a detailed suggested phasing concept to maintain the required pressures. We located the pipeline close to the edge of the roadway to allow one lane of traffic to be open at all times. Our staff provided agency-specific AC handling/snapping/support details for working around AC pipe. We also provided instructions to the contractor related to proper demolition, handling, and transportation of removed AC pipe. In addition, we developed phased connection details showing an interim condition and a final closure detail for each connection to the existing system.



Sweeney Ridge Tank 7 and Pipeline Replacement

CITY OF SAN BRUNO, CA



TEAM: Jeff Wanlass (Project Manager), Julia McBride and Adam Brown (Project Engineers), Polly Boissevain (Principal-in-Charge), A T.E.E.M. (Electrical), Gannett Fleming (Geotechnical), Kleinfelder (Tank Structural); **COST:** $842,150; **DATES:** 2019 – Present

REFERENCE: Dalia Manaois, Associate Civil Engineer, 567 El Camino Real, San Bruno, CA 94066, 650.616.7047, dmanaois@sanbruno.ca.gov

The Sweeney Ridge project includes replacing the existing dilapidated 0.4-mg welded steel tank and an existing 14-inch welded steel pipeline. The pipeline will be replaced with a pipeline of the same size in approximately the same location as the existing pipeline by traditional open-cut trench excavation. The project will also include grading and associated site improvements. The City has made several repairs to the pipeline that are extremely challenging to perform considering the terrain and limited rural access. The existing water main is immediately adjacent to an existing Pacific Gas & Electric (PG&E) 8-inch diameter gas main and near existing PG&E electrical transmission and distribution facilities. Project challenges include environmental permitting, maintaining supply to various pressure zones, seismic evaluation, construction on steep slopes, easements and coordination with public agencies (San Francisco Public Utilities Commission [SFPUC] and the Golden Gate National Recreation Area).

West Yost has taken an active role in coordinating with permitting agencies. Under this role, we are acting on behalf of the City to ensuring timely attention and decision are made to reduce potential project delays. Our modeling group had developed potential bypass pumping options to ensure water supplies are maintained during construction. West Yost is actively coordinating with City staff and another consultant engineer who is currently designing pump station upgrades for an adjacent pump station to ensure the two projects do not adversely impact water supplies to residents. The West Yost team has worked with the City on this and previous projects to develop multiple seismic mitigation measures to ensure facilities are operational after a seismic event. We evaluated several pipeline construction methods to identify the most cost-effective and constructible solution that addresses the steep slopes.

7. PUMP STATION AND TANK DESIGN

Graham Hill Water Treatment Plant Tank Replacement

CITY OF SANTA CRUZ, CA



TEAM: Jeff Wanlass (Project Manager), Tyler Newman (Project Engineer), Gannett Fleming (Geotechnical), A T.E.E.M. (Electrical), Kleinfelder (Structural); **COST:** Design, $3,391,000, Construction, $28,352,350; **DATES:** 2016 – 2023 (estimated)

REFERENCE: Matthew Zeman, PE, Engineering Associate, Water Department, 212 Locust Street, Suite C, Santa Cruz, CA 95060, 831.420.5211, mzeman@cityofsantacruz.com

West Yost designed three prestressed tanks (1.0, 0.7, and 0.7-mg) to replace three existing post-tension concrete tanks at the Graham Hill Water Treatment Plant. The treatment plant, located in the Santa Cruz hills, is on a challenging site with limited space for the construction. The site design included a new pad for one of the new tanks and several retaining walls, including a 40-foot-high soil nail retaining wall. West Yost also designed four replacement pump stations, large diameter pipelines, and an electrical building.

Key challenges on the project included developing detailed construction sequencing plans to allow the water treatment plant to stay in operation during construction. The site has limited space for construction activities, so a secondary site location was identified to allow contractor material storage and staging. The site included several endangered species and heritage trees, coordination with many stakeholders and local residents, and the addition of the large inlet structure at the 90% design needed for connection to a planned future plant upgrade.

Miguelito Reservoir Replacement and Booster Pump Station

SAN JOSE WATER, SAN JOSE, CA

TEAM: Amy Kwong (Project Manager), Jeff Wanlass (Design Lead), Julia McBride and Adam Brown (Project Engineers), Tyler Newman (Project Engineer), Scott Greenwood (Project Engineer), Finn Design Group (Structural), Kleinfelder (Tank Structural); **COST:** Design, $630,000, Construction, $12,177,000; **DATES:** 2017 – 2022 (estimated)

REFERENCE: Frank Du, Engineering Unit Manager, 1265 South Bascom Avenue, San Jose, CA 95128, 408.279.7800, frank.du@sjwater.com

The Miguelito Pump Station and Reservoirs is an interzone treated water storage and pumping facility located along with the City of San Jose's eastern foothills. West Yost designed two 0.8-million-gallon prestressed concrete tanks to replace two concrete-lined earthen embankment reservoirs constructed in 1927 and 1962. West Yost's design also includes a new chemical feed and mixing system, flexible pipe connections to new tanks, on-site stormwater treatment, and intertie to the adjacent pump station. The project also included the design of the new pump station to replace the existing pump station, which included two 1,400 gpm 150-hp submersible vertical turbine pumps and two 300 gpm pumps, surge tank, new electrical and mechanical systems.

Key challenges for this project included maintaining continuous operation of the booster pumps and at least one reservoir during construction, limited access for equipment needed to demolish and remove existing facilities, limited usable space to construct new facilities, and hazardous materials mitigation (mercury, lead, arsenic, and others). West Yost also developed a construction sequencing plan in coordination with the San Jose Water staff. West Yost worked with San Jose Water's planning, engineer, construction, and operation/maintenance staff to develop the project plans.



8. GRANT MANAGEMENT SERVICES

SURFACE WATER SUPPLY PROJECT PROGRAM MANAGEMENT AND FUNDING SERVICES

STANISLAUS REGIONAL WATER AUTHORITY, TURLOCK, CA



TEAM: Monique Day (Program Management and Funding Task Manager), Sheri Lasick (Funding Strategy, Grant Writer), Hawkeye Sheene (Grant Manager)

REFERENCE: Bob Granberg, General Manager, 209.401.0439, granbergassociates@gmail.com

AMOUNT AND TYPE OF FUNDING RECEIVED (GRANT OR LOAN): $41.05 million grants secured (one IRWM grant, and one Proposition 68 Parks and Water Bond grant, a $5 million/Prop 50 grant, and $184.92 million in SRF loan funding secured.)

West Yost is providing program management services for Stanislaus Regional Water Authority's regional surface water supply project, which consists of funding pursuits, infrastructure planning, design-build (DB) contractor procurement, owner's advisory services, and design. West Yost's funding work includes evaluating grant and loan opportunities, meeting with funding agencies, and drafting applications including a Drinking Water SRF application, two WaterSMART Drought Resiliency grant applications, Riverine Stewardship grant application, IRWM implementation grant application, and Proposition 50 Chapter 6c application.

West Yost is also supporting SRWA with grant management services such as disbursement requests and progress reporting for the SRF loan and IRWM grant.

Grant Strategy Services

ALAMEDA COUNTY WATER DISTRICT, FREMONT, CA



TEAM: Monique Day (Project Manager/Project Engineer/Grant Strategist), Sheri Lasick (Grant Strategist and Grant Writer)

REFERENCE: Ethan Burch, Administrative Analyst , 510.668.4252, ethan.burch@acwd.com

AMOUNT AND TYPE OF FUNDING RECEIVED (GRANT OR LOAN): $20.3 million grants secured (one Urban Rivers Grant ($3 million), one WaterSMART WEEG grant ($2 million), one WaterSMART Drought Preparedness Project grant ($75,000), one Coastal Conservancy grant ($825,000), one Streamflow Enhancement Grant ($5.4 million), one Ecosystem Watershed Restoration Grant ($5 million), and one IRWM Grant ($3.3 million)), three Hazard Mitigation Grants pending.

SOURCE OF FUNDING: California Natural Resources Agency Urban Rivers Grant Program, USBR WaterSMART WEEG program, USBR WaterSMART Drought Preparedness Project grant program, State Coastal Conservancy Proposition 1 Coastal Conservancy grant program, Wildlife Conservation Board Streamflow Enhancement Grant, California Department of Fish & Wildlife Ecosystem Watershed Restoration Grant program, and DWR IRWM Grant program.

Since 2016, West Yost has provided the District with strategic grant and funding services to optimize the District's ability to proactively seek and receive grant funding for capital improvement projects and increase its understanding of funding opportunities. West Yost prepared a funding strategy plan and identified, monitored, and pursued grant funding opportunities for District projects.

9. SPECIALIZED ENGINEERING SUPPORT

SCADA Master Plan and SCADA Master Plan Implementation

CITY OF GARDEN GROVE, CA



TEAM: Water Master Plan - Polly Boissevain (Project Manager), Jeff Wanlass (Pump Station and Well Condition Assessment Lead), Amy Kwong (Demand Analysis), Michael Zacharia and Anne Girtz (Risk Assessment),| SCADA Master Plan - Dan Groves (Project Manager) | SCADA Implementation Plan - Dan Groves (Technical Lead); **COST:** SCADA Master Plan, $235,000, SCADA Master Plan Implementation, $3,636,000; **YEARS:** SCADA Master Plan, 2019 – 2020, SCADA Master Plan Implementation, 2020 – Present

REFERENCE: Rebecca Li, Senior Civil Engineer, 13802 Newhope Street, Garden Grove, CA 92843. 714.741.5562, rebecca!@ggcity.org

West Yost prepared a Water System Master Plan for the City of Garden Grove that included a visual condition assessment of the City's pump stations and wells, and a risk assessment to develop prioritized recommendations. The plan also included the preparation of a SCADA Master Plan. For the SCADA Master Plan, West Yost conducted site visits to understand baseline conditions. West Yost provided detailed recommendations, including detailed project cut sheets, to provide a roadmap for implementing SCADA system improvements. Fully implementing the Master Plan will provide the City with a modernized SCADA system that is flexible, user-friendly, and physically and cyber-resilient using industry-leading design practices.

West Yost is currently serving as the Program Manager for the SCADA Master Plan implementation. The program consists of over 20 projects to upgrade the City's aging water and sewer SCADA systems, [including foundational projects to design the City's new core SCADA system, standards and global screens, and operational strategy, followed by implementation of specific projects including panel replacements, instrumentation upgrades, PC programming, HMI configuration, bidding support and construction management support for each site.]

6 COMPENSATION

West Yost 2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*

Positions	Labor Charges (Dollars per Hour)
ENGINEERING	
Principal/Vice President	$318
Engineer/Scientist/Geologist Manager I / II	$303 / $315
Principal Engineer/Scientist/Geologist I / II	$273 / $288
Senior Engineer/Scientist/Geologist I / II	$244 / $255
Associate Engineer/Scientist/Geologist I / II	$204 / $217
Engineer/Scientist/Geologist I / II	$163 / $190
Engineering Aide	$95
Field Monitoring Services	$118
Administrative I / II / III / IV	$85 / $108 / $131 / $144
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$312 / $315
Principal Tech Specialist I / II	$286 / $297
Senior Tech Specialist I / II	$262 / $276
Senior GIS Analyst	$238
GIS Analyst	$225
Technical Specialist I / II / III / IV	$168 / $192 / $216 / $241
Technical Analyst I / II	$121 / $144
Technical Analyst Intern	$97
Cross-Connection Control Specialist I / II / III / IV	$125 / $136 / $152 / $170
CAD Manager	$190
CAD Designer I / II	$147 / $165
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$306
Construction Manager I / II / III / IV	$185 / $199 / $212 / $268
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$163 / $181 / $201 / $209
Apprentice Inspector	$147
CM Administrative I / II	$79 / $106
Field Services	$210

* This schedule is updated annually

West Yost 2023 Billing Rate Schedule (continued)

(Effective January 1, 2023 through December 31, 2023)*

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/ prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as
- Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$1 / mile
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Stainless Steel Wire per foot	$0 / day
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Vehicle (Construction Management)	$10 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* This schedule is updated annually

APPENDIX A - RESUMES

Table of Contents

- Contract Manager
  - Vanessa Apodaca, PE
- Principal-in-Charge
  - Elizabeth Drayer, PE
- Technical Advisor
  - Jim Connell, PE
- Key Staff
  - Amy Kwong, PE
  - Andy Smith, PE
  - Patrick Johnston, PE
  - Doug Moore, PE
  - Jeff Wanlass, PE
  - Timothy Banyai, PE
  - Polly Boissevan, PE, D. WRE

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Vanessa Apodaca, PE

Contract Manager



Vanessa Apodaca specializes in municipal program planning and management and infrastructure planning, design, construction, and maintenance. Vanessa has served in engineering management and supervisor roles for two cities and one district in northern California and has managed planning, design, permitting, funding, and construction of capital improvement projects for many more municipalities. Vanessa couples her experience and expertise with strong communications skills and problem-solving abilities.

STAFF TITLE: Senior Engineer II

YEARS OF EXPERIENCE: 18

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 74824

EDUCATION

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

EXPERIENCE

Consulting Interim City Engineer and Public Works Director, City of Cloverdale: Municipal engineering and department management, including regular coordination with partner and regulatory agencies, City staff, consultants, contractors, and the public; fiscal budget recommendations; funding applications and grant administration; construction management oversight; administer contracts for various subconsultants and contractors pertaining to regulatory reports, planning studies, and capital projects; incidental transportation engineering; regional and City drought response; encroachment permit applications, conditions of approval, and inspections; MS4 stormwater permit compliance, annual reporting, and construction site inspections; City council agenda reports, recommendations, and resolutions; various City Council, subcommittee, and City staff meetings; development plans, maps, and other supporting technical documentation for subdivisions, infill development, tenant improvements, building permits, lot line adjustments, and annexations. Experience includes drainage infrastructure, Low Impact Development facilities, collection system, wastewater treatment, distribution system, water treatment, and roadway improvements. Received a commendation from Cloverdale Police Chief for teamwork. Projects include:

- 2021 Urban and Multibenefit Drought Relief Grant Program. Successfully obtained $3M in funding for City-wide drought relief projects including rehabilitation of two water supply wells, Supervisory Control and Data Acquisition (SCADA) expansion, and water meter upgrades. Grant administration is ongoing.

Consulting City Engineer, City of Angels, CA: Municipal engineering and project management, including preparing capital improvement and public works improvement plans, specifications, cost estimates, technical reports, treatment plant and distribution system operations and management plans, water balances, regulatory compliance documents, funding applications and grant administration, presentations, construction management, site inspections, development review, and City Council meetings and workshops. Experience includes drainage, sidewalks, road and site work, water and wastewater treatment, collection and distribution systems, and effluent disposal. Projects include:

- Waste Discharge Requirement for NPDES permit renewal for the City of Angels Wastewater Treatment Facility tertiary effluent storage and discharge facilities: The work included preparation of Form 200 and associated documentation, including identification of effluent constituents, coordinating sampling and

laboratory analysis, characterization of flows including water balances, descriptions and schematic drawings of all treatment process and facilities. The permit renewal application also included a new tertiary treated effluent discharge facility in Angels Creek to supplement the existing effluent disposal by irrigation. This work involved close coordination with the Central Valley Regional Water Quality Control Board to construct,test, and subsequently successfully operate the new creek discharge facility. Creek discharge testing included dye-studies and laboratory analyses for fish and plant survival.

- Assistance with regulatory enforcement against the City of Angels for various Notices of Violation related to effluent disposal spray fields. The City had accumulated several Notices of Violations over a span of several years for treated effluent spills related to deteriorating spray field infrastructure. The work included close coordination with the City Administrator, City Chief Operator, and Central Valley Regional Water Quality Control Board staff and legal counsel to address the violations, negotiate for non-monetary enforcement response, and prepare the Compliance Report. Compliance was achieved with a subsequent Spray Field Infrastructure Improvement Project. This work included preparation of plans, specifications and estimate as the engineer of record.

Technical Support Services, Russian River Watershed Association (RRWA), CA: Project Management of the annual RRWA Work Plan on behalf of 10 member agencies including several incorporated cities, two counties, and one special district. The work involves ongoing coordination with elected officials, agency staff and the public through regularly scheduled public meetings and outreach programs. Vanessa manages the various Work Plan programs including meeting presentations, agendas, handouts, and minutes; development of subsequent annual work plans; promotion and sponsorship of local clean-up events; outreach strategies including a regional integrated pest management (Our Water Our World) contract, restaurant placemats, publication of monthly environmental articles, website maintenance, interactive watershed atlas, social media accounts and campaigns, the Russian River Friendly Landscaping program, and regional safe medicine disposal program; regulatory advocacy, including regular coordination with North Coast Regional Water Quality Control Board Executive Officer and staff, reviewing proposed regulatory initiatives, technical assistance with member agencies' MS4 permit compliance and renewal; and participation in California Stormwater Quality Association (CASQA) Phase II and Public Information/Public Participation Subcommittees.

Consultant Project Engineer or Assistant City Engineer and Consulting District Engineer for Hidden Valley Lake CSD: Clients included: City of Jackson, City of Sutter Creek, City of Ione, City of Plymouth, City of Angles, Calaveras Public Utilities District, Calaveras County Water District, Amador Regional Sanitation Authority, Murphys Sanitation District, Union Public Utilities District, Wallace Community Services District, City of Santa Rosa, and various private water utilities. Projects included

- Various Capital Improvement/ Public Works Project Plans and Specifications: Engineer of Record for South Main Street Waterline Replacement Project for CPUD; Jeff Davis Water Treatment Plant Project for access road, culvert, and ditch improvements for CPUD; Gold Cliff Sewer Repair Project for City of Angels; Altaville Sewer Repair & Replacement for City of Angels; Effluent Spray Field Replacement Project for City of Angels; Donahue St., Boyce St., and Decker St. Sewer and Water Replacement Project for City of Santa Rosa; Central Eureka Mine Park Project, a Brownfield site cleanup and access road improvement for City of Sutter Creek; various street overlay and Safe Routes to School projects for City of Angels.
- Typical tasks included: engineering design and preparation of project plans, specifications, and engineer's estimates, including oversight of design support staff. Project management and coordination with surveyors, agency staff, outside consultants, property owners, and contractors. Held pre-bid meetings and established construction budgets and schedules. Performed bid openings, presentations to City Council, and various construction management tasks, including approving contractor submittals, site inspections, addressing field changes, contract change orders, and grant administration, where appropriate.
- Prepared various regulatory compliance documents, including: Sanitary Sewer Management Plans for City of Angels, Murphys Sanitary District, and Hidden Valley Lake Community Services District; Water Treatment Plant Operations Plans for City of Angels, Wallace Community Services District, Union Public Utilities District; Operations and Maintenance Manual and Spill Response Plan for Amador Regional Sanitation Authority; NPDES Permit Application Renewal for City of Angels; Effluent Spray Field Notice of Violation and Compliance Report for City of Angels; Hazardous Materials Management Plan for Hidden Valley Lake CSD Water And Wastewater Treatment Facilities. Prepared Alternatives Evaluation and Preliminary Design Report for West Point and Wilseyville Treatment Facilities Consolidation Project for CCWD for Clean Water State Revolving Fund grant.

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Elizabeth Drayer, PE

Principal-in-Charge



Elizabeth specializes in water resources engineering and coordinating multi-discipline projects. She has experience leading water resources planning studies and design projects. She specializes in water supply and infrastructure master planning and has prepared more than 24 water and utility master plans, more than 20 water supply assessments, and more than 30 urban water management plans. She has also prepared many other studies and plans for clients including groundwater studies, drought response and water shortage contingency plans, facility operations plans, and emergency operations plans involving the evaluation of existing facilities, evaluation of existing and future water demands, identification of system deficiencies and needs, evaluation of water supply alternatives, and development of recommendations for capital improvements. She has prepared preliminary and detailed designs for water supply facilities such as pipelines, pump stations, reservoirs, and canals. Elizabeth is a West Yost Vice President and serves on West Yost's Board of Directors.

EXPERIENCE

Water Master Plan Update, City of Garden Grove, CA: QA/QC reviewer for Water Master Plan Update for the City of Garden Grove, a community of 160,000 in north-central Orange County. The focus of the master plan was to address system capacity needs, evaluate facilities condition, assist the City with its asset management program, and update the City's SCADA master plan. For the project, West Yost updated the distribution system hydraulic model, conducted a field program to collect hydrant flow test data, calibrated the model pipeline roughness values using the field data and verified the model comparing model operations to SCADA data. The hydraulic model was used to evaluate normal and emergency operations for existing and future demand conditions. As part of the project, West Yost also prepared a SCADA Master Plan update, performed a facilities condition assessment of the City's wells and pump stations, and prepared an Asset Management Plan.

Water Master Plan Update, City of Milpitas, CA: Project Manager for an update to the Water Master Plan for the City of Milpitas, which also includes a Water Utility Asset Condition Assessment and a Risk and Resiliency Assessment and Emergency Response Plan in compliance with the America's Water Infrastructure Act of 2018. The Water Master Plan included an update and calibration of the City's water system hydraulic model, evaluation of recent water use trends and development of future water use projections based on planned development, hydraulic analysis of the City's water system to identify needed water system improvements, and development of a prioritized capital improvement program for implementation of recommended improvements.

2020 Water Master Plan, City of Sacramento, CA: Project Manager for the preparation of the City's 2019 Water Master Plan. Tasks include evaluation of existing and future demands, including the impacts of the passages of SB 606 and AB 1668, which will establish urban water use efficiency standards for residential indoor water

STAFF TITLE: Vice President

YEARS OF EXPERIENCE: 34

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 46872

EDUCATION

- MS, Structural Engineering, University of California, Berkeley
- BS, Civil Engineering, University of California, Berkeley

CERTIFICATIONS

- Underground Storage Tank Installation
- UC Davis Extension, 32-hour Course, Groundwater Hydrology
- UC Davis Extension, 32-hour Course, Principles of Toxicology

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association
- Association of California Water Agencies
- WateReuse Association

use, residential outdoor water use, commercial, industrial and institutional outdoor irrigation use, and water losses. The City's existing water supplies will be reviewed, and future potential supply alternatives will be evaluated. A prioritized capital improvement program will be developed to meet the City's needs through buildout of the City's General Plan.

Citywide Water System Master Plan Update, City of Tracy, CA: Project Manager for the development of a Citywide Water System Master Plan for the City of Tracy to provide an evaluation of the required backbone potable and recycled water system facilities required to serve buildout of the City's General Plan. Tasks included developing proposed policies for future water use and water conservation programs; preparing a water supply plan to meet the City's projected water demands through buildout of the General Plan utilizing the City's existing water supplies (including surface water supplies purchased from the Bureau of Reclamation, treated surface water purchased from the South San Joaquin Irrigation District's South County Surface Water Supply Project, and local groundwater) and proposed future water supplies; evaluating water supply costs and developing a recommended development impact fees for water supply and water treatment; and working with the City's EIR consultant to document the potential environmental impacts of the recommended Master Plan facilities.

Water System Master Plan and Capacity Reserve Fee Study, Dublin San Ramon Services District, Dublin, CA: Project Manager for the preparation of a Water System Master Plan and Capacity Reserve Fee Study for the District. Tasks included a review and update of the District's system performance criteria; development of potable and recycled water demand projections; update of hydraulic water system models for the potable and recycled water systems; hydraulic analysis of existing and future conditions including 2020, buildout (based on adopted general plans), and ultimate planning horizons; development of a prioritized capital improvement plan; and performance of a water system capacity reserve fee study.

Water Master Plan Connection Fee Analysis, Dublin San Ramon Services District, Dublin, CA: Project Engineer for the evaluation of connection fees for the recommended capital improvement program for the District's recommended potable water and recycled water facilities. The evaluation included a facility cost allocation to District service areas, based on the areas deriving benefit from each of the recommended facilities which included new transmission pipelines, pump stations and reservoirs, to assess service area-specific connection fees.

UC Berkeley Campus Infrastructure Master Plan and Renewal Investment Strategy, University of California at Berkeley: Project Manager for the development of an infrastructure master plan for the University's central campus infrastructure systems including potable water, sanitary sewer, storm drain, steam/condensate, natural gas and electrical systems. Phase 1 tasks included review of previously prepared reports, interview of operations and maintenance staff, site visits, and closed-circuit television (CCTV) inspections of key sanitary sewer and storm drain lines to evaluate and document the condition of the existing facilities and develop recommendations for additional testing, operations and maintenance activities and capital improvements. Phase 2 tasks included an evaluation of the University's future needs and the ability of existing infrastructure to meet those needs. A prioritized capital improvement plan was developed to provide the University with an implementable plan to meet future needs on the campus. Responsibilities as Project Manager included coordination with the University's project manager as well as other University staff, coordination with the project team (including subconsultants), conducting project status meetings with the University and project team, maintaining an action item list with responsibilities and due dates, developing and monitoring adherence with the project schedule, and review of project team work products and compilation of findings and recommendations.

Water Master Plan, City of Modesto, CA: Project Engineer for the evaluation of existing and potential future water supplies for the City of Modesto in conjunction with the development of the Water Master Plan. Tasks included evaluation of the availability and reliability of the City's treated surface water supplies purchased from the Modesto Irrigation District and treated at the Modesto Regional Water Treatment Plant, and local groundwater supplies pumped from 110 wells located throughout the City. Evaluation of future water supplies included an evaluation of groundwater quality issues, the feasibility of implementing an aquifer storage and recovery program, and the potential for acquisition of additional surface water supplies. Conjunctive use of the City's available and projected surface water and groundwater supplies was also evaluated with respect to seasonal demand patterns and operational issues.

Water Supply and Facilities Master Plan for the Hawaii Water Service Ka'anapali District, Maui, HI: Project Engineer for the evaluation of available groundwater supplies for the Hawaii Water Service's Ka'anapali District. Tasks included evaluation of the groundwater basin characteristics (including geology, groundwater flow and recharge, groundwater levels), existing and proposed groundwater pumpage from the basin, groundwater yield estimates, and groundwater quality concerns. Evaluation findings were used to recommend future water supply options to serve the District's future water supply needs.

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Jim Connell, PE
Technical Advisor



STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 30

PROFESSIONAL REGISTRATION
- Professional Civil Engineer, California No. 63052

EDUCATION
- MS, Civil Engineering, University of Wyoming, Laramie, WY
- BS, Civil Engineering, Worcester Polytechnic Institute, Worcester, MA

Jim Connell is a civil engineer with a focus in water and sewer master planning and design, including condition assessments, flow monitoring, computer modeling, rehabilitation planning, cost estimating, and capital improvement program development. He has extensive experience in planning and design of municipal infrastructure systems and has completed successful designs for a variety of facilities, including major expansion, rehabilitation, and new construction at a number of water and wastewater treatment plants in California and New England. His assignments have included project management and engineering for water and wastewater system master planning, inflow and infiltration studies, and remedial design. Other design experience includes water, sanitary wastewater, and industrial wastewater treatment systems; gravity sewers; storm water collection; potable water distribution and storage; and, water, wastewater and industrial wastewater pump stations. Other experience includes developing sanitary wastewater, storm water, and water distribution system models; and developing water system unidirectional flushing programs.

EXPERIENCE

General Plan Update EIR, City of St. Helena, CA: The City of St. Helena has recently completed updating its General Plan and is preparing the General Plan Environmental Impact Report. West Yost prepared the Water and Wastewater Utility sections of the EIR.

Engineering Support for Water Rights Issues, City of St. Helena, CA: Provided engineering support for water rights issues including developing a water balance around the surface water reservoir to calculate the maximum amount of water put to beneficial use and to assist in evaluating the effectiveness of reservoir operations in regards to reservoir bypass quantities and direct diversion versus storage requirements.

Water Supply Policy Projects, City of St. Helena, CA: Evaluated the potential impacts and necessary water conservation efforts to comply with a proposed water supply policy. Part of this project work was to develop a water supply spreadsheet model that would act as both a predictive tool and an operations tool to assist the City in determining which water supplies should be operated at a particular time, to recommend which water shortage emergency phase the City should initiate, and to predict the available water supplies for several years in the future.

Water Ordinance Revisions, City of St. Helena, CA: Re-structured the City's water use ordinances to more effectively trigger water shortage emergency phases based on better predictions of available water supplies, reduce the amount of time the City is in the lower water shortage emergency phases, and encourage more responsible use of the water resources.

Dwyer Road Pump Station Feasibility Level Design Memorandum and Final Design, City of Napa, CA: Developed a Feasibility Level Design Memorandum to assist the City of Napa in constructing a booster pump station at the existing Dwyer Road flow control station, thereby creating an up-valley pressure zone and enabling utilization of the City's existing clearwell storage at the Hennessey water treatment plant. Work included pump sizing and selection, alternative pump configuration layouts, working with City staff to ensure City goals and criteria were met, working with structural and electrical sub-consultants, coordinating with the hydraulic modeling and transient surge analysis team so that modeling findings and recommendations are included in the design constraints, and preparing the Design Memorandum. Design work included preparing options analysis of three pump station configurations and development of bid documents (plans and specifications). Facilities included a firm capacity of 6,250 gpm (9 mgd) with two, 10,000 gallon pressurized bladder tanks (one on suction side and one on discharge side), a 500 gallons surge tank at the turnout of each of the City's two primary customers' (the Cities of St. Helena and Calistoga). The pump station is part of the City's overall water supply strategy to maximize its use of State Water Project Water, as delivered through the North Bay Aqueduct and treated at the Jamieson Canyon Water Treatment Plant, and to hold in reserve the local water supply stored in Lake Hennessey and treated at the Hennessey Water Treatment Plant for dry years.

On-Call Water System Consulting, City of Napa, CA: Project Manager and technical advisor for several on-call water system consulting projects over several years including Falcon Ridge Hydraulic Issues and Tank Replacement, Alta Heights Pump Station and Pressure Tank Replacement, Westgate PRV and Hillcrest Pump Station Options, and Dwyer Road Temporary Pump Installation.

2050 Napa Valley Water Resources Study, Napa County Public Works, CA: Developed municipal water demand and supply projections for the 2050 Napa Valley Water Resources Study for the Napa County Flood Control and Water Conservation District. The Project was developed to assist the valley municipalities in the development of an integrated water resources plan to serve water demands projected through 2050. This effort has included review and evaluation of the methodology and accuracy of the planning criteria used in past studies; refinement of the estimates of the County's total existing untreated and treated water demands, and projections of untreated and treated water demands for future demand areas. The primary focus was on agricultural areas, rural residential, and M&I growth consistent with approved General Plans. West Yost quantified the yield available from each of the following sources—local surface water (existing reservoirs, direct diversion and use, and direct diversion and storage in a new or expanded reservoir), imported surface water, recycled water, and groundwater. Demands were compared with supplies available, and deficits were identified for projected hydrologic conditions. Alternatives were developed and analyzed to provide information on which the local agencies can base decisions for future expenditures on infrastructure, including improvements to the imported water system, recycled water and treated water storage and distribution facilities throughout the valley, and groundwater banking and production facilities. This work has included regular contact with the Water Resources Technical Advisory Committee and coordination with a number of state and federal agencies. The ultimate product for this work was the development of a long-range plan to integrate all the valley resources into an effective program that will maximize the yield from all available water resources for use in a coordinated and shared manner by all the valley urban agencies and the agricultural community.

Emergency Groundwater Supply Program, City of Santa Rosa, CA: Assistant Program/Project Manager for City of Santa Rosa Emergency Groundwater Supply Program. In its 2013 Groundwater Master Plan (prepared by West Yost), the City identified a need for additional groundwater supply sources to serve potable water during emergency conditions. The City's emergency groundwater program started several years ago with a test well program. This first emergency well design project will construct an emergency groundwater supply well in the vicinity of the Martha Way Test Well, one of the most promising of the recently completed test wells. Work included a siting study to determine the optimal parcels for acquisition by the City, preparation of presentation materials to provide to property owners, preliminary design of the pump station facility, preparation of final bid plans and specifications for both drilling of the emergency well and equipping of the emergency well, construction management, and engineering services during construction of the well and above-grade facilities.

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Polly Boissevain, PE, D.WRE

Master Planning and System Modeling



Polly Boissevain is an engineer with professional experience in water resources planning, with extensive experience in distribution system master planning and hydraulic modeling of water systems, both steady-state and transient analysis for closed conduit flow. She has managerial experience for a variety of water resources projects in planning, design, and operations.

EXPERIENCE

Water System GIS Update, City of Fairfield, CA: Project Manager responsible for managing the update of the City's water system GIS data. Specific tasks included reviewing the City's existing GIS and making recommendations for using the ESRI Local Government Information Model. The new GIS structure was then validated using available topology tools to verify the integrity of the GIS and to help facilitate its conversion to a hydraulic model. A utility map book and training workshop were also developed as requested by the City.

Water Master Plan Update, City of Garden Grove, CA: Project Manager for a multi-faceted water master plan update for the City of Garden Grove, a community of 160,000 in north-central Orange County. The City is close to built out and the focus of the master plan is addressing system capacity needs, evaluating facilities condition, assisting the City with its asset management program, and updating the City's SCADA master plan. For the project, West Yost updated the distribution system hydraulic model, conducted a field program to collect hydrant flow test data, calibrated the model pipeline roughness values using the field data and verified the model comparing model operations to SCADA data. The hydraulic model was used to evaluate normal and emergency operations for existing and future demand conditions. As part of the project, West Yost also prepared a SCADA Master Plan update, performed a facilities condition assessment of the City's wells and pump stations, and is preparing an Asset Management Plan. West Yost will be developing a prioritized capital improvement program to address the City's needs.

2021 Water System Master Plan Update, City of San Bruno, CA: Project manager for the update of the City's 2012 Water System Master Plan. As part of the Water System Master Plan Update, West Yost updated the City's all-pipe distribution system network hydraulic model using the City's GIS and calibrated the model with hydrant test data collected for the project. West Yost developed demand projections and evaluated the distribution system's hydraulic capacity, under existing and future conditions, identifying improvements to improve system capacity. West Yost also conducted a facilities condition assessment of the City's pump stations and tanks, and a risk assessment of the City's pipelines to identify renewal and replacement needs. West Yost developed a comprehensive, prioritized Water System Master Plan to address capacity and renewal and replacement needs. The Master Plan also included a high-level rate evaluation to assess the impacts of different levels of funding on rates. The project was completed in 2021.

STAFF TITLE: Engineering Manager II

YEARS OF EXPERIENCE: 39

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 36164, Oregon No. 76795
- American Academy of Water Resources Engineers (AAWRE), Diplomate, Water Resources Engineer (D.WRE)

EDUCATION

- MS, Civil Engineering, Cornell University
- BS, Civil Engineering, Stanford University

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association

Water Master Plan Update, City of Milpitas, CA: QA/QC for an update to the Water Master Plan for the City of Milpitas, which also includes a Water Utility Asset Condition Assessment and a Risk and Resiliency Assessment and Emergency Response Plan in compliance with the America's Water Infrastructure Act of 2018. The Water Master Plan included an update and calibration of the City's water system hydraulic model, evaluation of recent water use trends and development of future water use projections based on planned development, hydraulic analysis of the City's water system to identify needed water system improvements, and development of a prioritized capital improvement program for implementation of recommended improvements.

Water Treatment Plant and Distribution System Master Plan, City of Yuba City, CA: Project Manager for a comprehensive master plan update that included developing a new hydraulic model for the City in InfoWater, providing a completed evaluation of the distribution system performance for existing and future demand conditions, including evaluations of system capacity and pressure, distribution system water quality, and performance of the system for different outage scenarios. West Yost also evaluated the future system configuration to assess transmission and distribution system needs to distribute water from the Water Treatment Plant to future growth areas. Based on the analysis results, West Yost developed a list of necessary improvements to address existing deficiencies, serve the City's future growth areas, and a phasing plan to serve near-term development. The Master Plan also included an asset evaluation for key facilities and linear assets and used InfoMaster Water to develop a risk assessment model for City's water distribution pipelines.

Water System Master Plan and Capacity Reserve Fee Study, Dublin San Ramon Services District, Dublin, CA: QA/QC Reviewer for the preparation of a Water System Master Plan and Capacity Reserve Fee Study for the District. Tasks included a review and update of the District's system performance criteria; development of potable and recycled water demand projections; update of hydraulic water system models for the potable and recycled water systems; hydraulic analysis of existing and future conditions including 2020, buildout (based on adopted general plans), and ultimate planning horizons; development of a prioritized capital improvement plan; and performance of a water system capacity reserve fee study.

Water Master Plan, City of Stockton, CA: QA/QC for an update to the Water Master Plan that evaluates water system infrastructure needs and an updated capital improvement plan that supports buildout of the recently-updated Envision Stockton 2040 General Plan. Project tasks include confirmation of goals, strategies, and priorities for the City's water system; update and calibration of the City's water system hydraulic model; evaluation of recent water use trends and development of future water use projections based on planned development; hydraulic analysis of the City's water system to identify needed water system improvements; and development of a prioritized capital improvement program to implement recommendations. West Yost will provide training for City staff on the update and use of the hydraulic model, and West Yost will provide multi-year technical support for model updates and hydraulic analysis of proposed development projects.

Water Master Plan Update, City of Menlo Park, CA: Project Manager for a comprehensive water master plan update for the City. West Yost prepared a multi-faceted water master plan update for the City. In addition to evaluating the City's water system for its capacity to meet existing demands and future growth, the master plan also included a comprehensive mapping program using hand-held GPS units to map the City's water meters and valves, an assessment of alternative water supplies, including recycled water and gray water, a system-wide condition assessment, using soils information and leak history to prioritize main replacement, a seismic vulnerability assessment to identify improvements to seismically reinforce the system, a water age evaluation to identify and mitigate areas with potential water quality issues, an operations and maintenance review to evaluate existing maintenance programs and staffing, and an advanced meter infrastructure evaluation to assess options to automate the City's meter reading program.

On-Call Hydraulic Modeling Support, Eastern Municipal Water District, Perris, CA: Principal-in-Charge for hydraulic modeling projects for Eastern Municipal Water District on an as needed basis. The District serves customers in a 550 square mile area in western Riverside County. The potable water system has five major service areas with a total of 70 pressure zones. The District's hydraulic model has over 31,000 pipeline features and approximately 25,000 nodes. West Yost used the hydraulic model to provide requested support to the District for several different projects. Requested evaluations have included looking at the Romoland and Murrieta booster pump stations and determining alternatives for rebuilding these pump stations. Four alternatives were evaluated using the hydraulic model to determine hydraulic impacts to the system, improvement requirements, and preliminary cost comparison of the alternatives. The hydraulic model has also been used to support Winchester Hills development in determining how many EDUs could be constructed prior to major storage and pumping improvements were required.

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Amy Kwong, PE

Master Planning and System Modeling



Amy Kwong is a water resources engineer with a focus in water master planning, water supply and facilities planning, hydraulic modeling, and the design of water system infrastructure. She has contributed to the development of many water master plans throughout California.

STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 18

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 73213

EDUCATION

- MS, Civil and Environmental Engineering, Stanford University, Stanford, CA
- BS, Civil and Environmental Engineering, San Jose State University, San Jose, CA

PROFESSIONAL AFFILIATIONS

- American Water Works Association
- American Society of Civil Engineers
- Bay Area Water Works Association
- Water Education Foundation, 2013 Water Leaders Class

EXPERIENCE

Water System Hydraulic Model Development, City of Fairfield, CA: Project Manager responsible for managing and performing QA/QC on the development and calibration of the City's water system hydraulic model. Specific tasks included importing the City's pipelines, pump stations, and reservoirs into InfoWater using the City's Phase 1 GIS updates and record drawings; reviewing and updating the network connectivity with input from City staff; and spatially allocating existing water demands using historical meter data. Calibration and verification tasks included placing hydrant pressure recorders and conducting hydrant tests; calibrating the pipeline roughness factors using steady state hydrant test simulations; and verifying extended period operations using data collected by hydrant pressure recorders. The hydraulic model was successfully validated to confirm the model's effective use as a planning and operational tool. After completion of the model calibration, various demand planning scenarios were also developed in the hydraulic model.

Water System GIS and Hydraulic Modeling On-Call Services, City of Fairfield, CA: Project Manager/performed QA/QC for a six-year on-call contract to update and maintain the City's water system GIS and hydraulic model. GIS updates are to be performed monthly and will follow an organized structure, as defined in a flowchart developed for the project. Hydraulic model updates are to be conducted annually, with additional modeling evaluations to be conducted on an as-requested basis.

Water Master Plan Update, City of Garden Grove, CA: Task Leader responsible for developing updated demand projections for the City's Water Master Plan to recommend and prioritize capital improvement projects for a 20-year planning horizon. Demand projections were developed with spatial locations to provide a more accurate future demand allocation in the water system hydraulic model. Discussions were held with the City's Planning Department to better understand the timing of future development and to identify the appropriate assumptions for Accessory Dwelling Units (ADUs).

Water System Master Plan, City of San Bruno, CA: Project Engineer responsible for developing a water system master plan and hydraulic model to recommend and prioritize capital improvement projects for a 20-year planning horizon. Tasks included conducting a facility assessment of the City's tanks, wells, and pump stations; reviewing water system facilities data; and developing a hydraulic model to evaluate the City's existing and future water systems. Results from the existing and future water system evaluations were used to develop a comprehensive capital improvement program. Hydraulic model development included calibration using field data collected from hydrant tests.

Water Master Plan Update, City of Milpitas, CA: Project Engineer for an update to the Water Master Plan for the City of Milpitas, which also includes a Water Utility Asset Condition Assessment and a Risk and Resiliency Assessment and Emergency Response Plan in compliance with the America's Water Infrastructure Act of 2018. Created and calibrated hydraulic model based on the City's GIS database, record drawings, and hydrant tests. Refined the City's water use factors by linking water meter data to existing land uses. Simulated a range of demand and outage conditions for the existing and future water system and identified capital improvement projects to mitigate existing deficiencies and meet the needs of future developments.

Citywide Water System Master Plan, City of Tracy, CA: Project Engineer responsible for developing and analyzing unit water demand factors to project future water demands based on the City's adopted General Plan land uses. Additional tasks included updating the City's existing potable water system hydraulic model and developing a new recycled water system model to be used for analyzing future water demands and subsequently identify required backbone infrastructure to serve buildout of the adopted General Plan. Improvement projects identified from the hydraulic model evaluations were used to develop a comprehensive capital improvement plan. An additional Operations Guide was developed after the Citywide Water Master Plan to provide City operations staff with a document outlining the recommended water system operational strategies during typical winter and summer demand periods. The Operations Guide also evaluated the impacts to the existing water system from proposed near-term infrastructure improvements.

Water System Master Plan and Capacity Reserve Fee Study, Dublin San Ramon Services District, Dublin, CA: Project Engineer responsible for the development of potable and recycled water demand projections. Additional tasks included development of specific tools to allow District staff to easily update water demand projections in the hydraulic model and training for District staff on using the hydraulic model and demand projection tools.

Water System Hydraulic Model Calibration and Verification, City of Napa, CA: Project Manager. West Yost is performing static calibration and dynamic verification of the City's water system hydraulic model. In coordination with City staff, West Yost conducted hydrant tests to confirm the roughness coefficients (C-factors) of pipelines throughout the water system. The City's hydraulic model was calibrated to match observed field conditions. Following model calibration, West Yost is proceeding with dynamic verification for summer and winter conditions, which consists of developing extended period simulations that generally mimic observed trends over a 48-hour period. Diurnal demand patterns were also developed as part of the verification process.

Water Master Plan, City of Healdsburg, CA: Project Manager responsible for leading the development of the City's Water Master Plan update. The update process included the development and calibration of a new hydraulic model to represent the City's water system. Improvement projects identified from the hydraulic model evaluations were used to develop a comprehensive and prioritized capital improvement plan to address deficiencies in the City's existing water system.

Water Facilities Master Plan Update, Eastern Municipal Water District, Perris, CA: Project Engineer responsible for the hydraulic evaluation of the San Jacinto Valley service area. Project tasks included updating the hydraulic model with new facilities not in the GIS, validating the hydraulic model through comparisons with field operating data, preparing hydraulic evaluations to identify deficiencies and needed improvements, developing cost estimates for capital facilities and documenting results of the master plan in a comprehensive report.

Transmission System Planning Update, Zone 7 Water Agency, Livermore, CA: Project Manager responsible for leading the development of the City's Water Master Plan update. The update process included the development and calibration of a new hydraulic model to represent the City's water system. Improvement projects identified from the hydraulic model evaluations were used to develop a comprehensive and prioritized capital improvement plan to address deficiencies in the City's existing water system.

Water Master Plan, City of Modesto, CA: Project Engineer responsible for developing the City's buildout water demand projections and updating the water demands in the hydraulic model. Directed and performed QA/QC on the hydraulic model calibration (using steady state hydrant test simulations) and verification (using extended period simulations) as well as the existing and buildout water system hydraulic evaluations. Results from the existing and buildout water system evaluations will be used to develop a comprehensive capital improvement program.

Water System Master Plan, City of Hayward, CA: Project Engineer responsible for developing a water master plan and hydraulic model to recommend and prioritize capital improvement projects for a 25-year planning horizon. Tasks included reviewing water system facilities data and developing a hydraulic model to evaluate the City's existing and future water systems. Specialized evaluations included a review of the City's standard operating procedures, an assessment of potentially using the City's emergency groundwater wells for potable water supply, and the development of a Sustainability Plan. Results from the existing and future water system evaluations were used to develop a comprehensive capital improvement program. Hydraulic model development included both static calibration using field data collected from hydrant tests and dynamic verification using a 24-hour period simulation.

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Patrick Johnston, PE

Master Planning and System Modeling



Patrick Johnston is a civil engineer who focuses on the planning, design, and construction support services for water and wastewater systems and environmental projects. His experience includes preparing design plans and specifications, evaluating treatment alternatives, modeling wastewater and water hydraulic systems, developing utility master planning documents, preparing cost estimates, contract administration, construction survey layout and construction management for water supply and wastewater projects.

Patrick's experience includes collection system hydraulic modeling using a variety of software packages. Patrick has experience using water billing data to develop wastewater loads, calculating landuse-based flow factors and developing future flow projections based on planning documents and landuse data. Patrick has experience develop flow monitoring plans, analyzing flow monitoring data and using flow monitoring data to calibrate the dry weather and wet weather flow components for collection system models.

STAFF TITLE: Principal Engineer I

YEARS OF EXPERIENCE: 28

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 59028

EDUCATION

- MS, Civil Engineering, Stanford University, Stanford, CA
- BS, Civil Engineering, Tufts University, Medford, MA

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Northern California Pipe Users Group

EXPERIENCE

Infiltration and Inflow Analysis/Hydraulic Model Update, Ross Valley Sanitary District, San Rafael, CA: Project engineer leading the recalibration of the hydraulic model in Infoworks. The District's existing hydraulic model was recalibrated with flow monitoring data from the 2014 wet season and then recalibrated with limited flow monitoring from the 2020 wet season. The goal was to analyze the effect of capital improvement projects that were performed between the two sets of flow monitoring data. Additional analysis was performed on available SmartCover data in an attempt to determine if certain types of rehabilitation or replacement projects were more effective in reducing inflow and infiltration. Recommendations for further SmartCover monitoring were developed.

Wastewater Master Plan, City of Stockton, CA: Project manager for the wastewater master plan for the City. Project focused on a system-wide flow monitoring program, inflow and infiltration analysis, development of a fully-dynamic hydraulic model and all model inputs using InfoSWMM, evaluation of the system under existing and future dry weather and wet weather flow events, and development of a capital improvement program. The project involved review of land use data and Significant Industrial Users that contribute flow to the sewer system. The model was developed from GIS, survey data and record drawings. The model was calibrated to measured dry weather and wet weather flows and used to evaluate the system under dry weather conditions and wet weather storm events for current and future flow conditions.

Inflow and Infiltration Reduction Services, City of Cotati, CA: Project manager leading the analysis of the wastewater collection system for opportunities to reduce inflow and infiltration (I&I) in the system. This included coordinating field work, documenting and analyzing the findings, and making recommendations for I&I reduction methods. West Yost analyzed available flow monitoring data to determine the type of I&I occurring within the collection system with the goal of reducing the yearly volume of wastewater

discharged to the wastewater treatment facility. Analysis revealed on-going groundwater infiltration during the wet season as a likely target. Initial recommendation is for CCTV inspection in the low-lying areas of the collection system, with continuing analysis for further recommendations.

Sewer Evaluation and Capacity Assessment Plan, City of Davis, CA: Project engineer responsible for development of a fully dynamic model of the wastewater collection system. Flows were based on a previously developed model. Updated GIS files were used to develop the hydraulic model and flow monitoring data was used to calibrate the model for both dry and wet weather flows. The model was then used to analyze system capacity, identify deficiencies and recommend improvement projects.

Castro Valley Sanitary District, Engineering Support, Castro Valley, CA: Provided engineering support to further analyze previously recommended improvement projects and provide alternative solutions. A portion of the system that contains particularly complex flow diversions was developed in InfoSWMM and refined with flow monitoring data to analyze alternatives.

Carmel Area Wastewater District, Carmel, CA: Project manager for projects to develop a hydraulic model of the existing wastewater collection system and to develop a 20-year capital improvement program. CCTV-based condition assessment information was incorporated with the results from the hydraulic model to develop a prioritized rehabilitation and replacement program. Cost estimates were developed for the proposed replacement projects and included in a database that provided a recommended approach for the rehabilitation and replacement program for the next 20 years.

Yosemite Valley Plan, U.S. Department of Interior, National Park Service, El Portal, CA: Engineering Support responsible for developing model of existing system using H_2OMap Water and ArcView. The Yosemite Valley Plan and its Supplemental Environmental Impact Statement presents alternatives to improvements projects located within Yosemite Valley. The preferred alternative of this document included several improvements geared towards enhancing the ecological and cultural features of the Park. The Master Plan incorporated these changes into the infrastructure in a way that integrated the utilities into a common corridor for ease of access and minimal construction impact.

Participated in the planning of sewer locations to serve future facilities and completed construction cost estimate for master planning purposes. Major project activities included modifications to pipeline parameters within the H_2OMap Sewer model, simulations, and updates of hydraulic output reporting for technical memorandum.

Mapping, Modeling, and Master Planning, City of San Jose, CA: Project Engineer responsible for development and calibration of a fully dynamic model of the sanitary sewer system for the central area of the city of San Jose, which included nearly 400,000 linear feet of pipe and approximately 1,500 manholes and pipes. The model was completed with Infoworks CS, from Wallingford Software, which was capable of dealing with the numerous flow splits and integrating results from separate modeling work that was being simultaneously performed for adjacent upstream and downstream areas of the City. The model was used to develop capacity improvement projects to resolve the capacity deficiencies. Projects were prioritized and assembled into a Capital Improvement Program of recommended projects for the City to implement over the next 20 years.

Gathered existing data and shape files from the City, and used them to develop mapping for the existing and future land uses in the Central area. Population estimates were developed from the land use mapping, which were then used to generate flows. Used the existing shape file information to develop the physical model network using Infoworks CS. Flow monitoring data was used to calibrate the model for dry weather and to develop contributing flows entering the Central area from adjacent areas that were not modeled. Results from concurrent modeling of adjacent areas that were modeled were used to include downstream backwater conditions, as well as incoming flows entering the central area from upstream areas. Design storms were developed to simulate typical wet weather conditions that result in significant inflow and infiltration. Wet weather flow monitoring was used to develop wet weather parameters for each sub-basin and then to calibrate the model for wet weather conditions.

The model was then run for existing conditions, short-term future conditions and long-term future conditions. Deficiency conditions were identified for each of the sets of modeling results, determining which pipes were not capable of transporting the model flows. The model was used to develop capacity improvement projects to resolve the capacity deficiencies. The projects were prioritized and assembled into a Capital Improvement Program of the recommended projects for the City to implement over the next 20 years.

Capacity and Infiltration/Inflow Assessment and CIP Development for Cease and Desist Order Compliance, City of Marysville, CA: Project Engineer responsible for creating a model of the City's existing wastewater collection system using H_2OMap Sewer. Used water meter billing information and sewer return rates to develop flows for the model. Created a flow monitoring plan to measure existing wastewater flows under both dry and wet weather conditions. This information was used to perform complete calibration of the model, which was then used to analyze the capacity of the system under peak wet weather flows. Areas with insufficient capacity were identified.

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Doug Moore, PE

Stormwater and Flood Resilience



Doug Moore is an engineer with experience in storm drainage facility master planning, stormwater computer modeling, facilities planning, preliminary design, design and specifications, construction and capital cost estimating, project permitting, and project management. He has hydrologic and hydraulic modeling expertise with XPSWMM (1 and 2 dimensional modeling), Sacramento SWMM, HEC-1, HEC-2, HEC-HMS, HEC-RAS, MOUSE, MIKE URBAN, and RiverFLO-2D. He has provided initial planning, detailed design, and construction period engineering services for four large detention basin projects, each of which created significant wildlife habitat areas. Doug has performed wastewater treatment plant planning and facility evaluations. He has prepared potable water demand estimates and facility evaluations. He is skilled at preparing potable water, wastewater, and stormwater evaluations for development specific plans, city and county wide general plans, and environmental impact reports. Doug is particularly skilled at quickly developing infrastructure concepts and plans that minimize construction costs without compromising system performance.

EXPERIENCE

Soscol Gateway Interior Drainage Project, City of Napa, CA: Project Engineer and Lead Modeler for this project. He reviewed previously prepared technical studies and schematic-level designs of two alternatives to convey overland drainage in the Soscol Gateway area. The project included hydrologic/hydraulic modeling of the existing floodplain and alternative improvement projects, coordination with private land owners, and coordination with the CEQA consultant and regulatory agencies (California Department of Fish and Wildlife, etc.). He developed a drainage plan that reduced the total project cost by about 40 percent under the previously considered alternatives. Also, the performance of the lower cost project has been verified as better than the performance of the previous plans. Doug performed the engineering evaluations for this project, which included confirmation of the sizing of a proposed USACE detention basin/pump station, evaluation of existing storm drains (sized for a 10-year storm) and channels to partially convey the 100-year storm flows, sizing of a proposed new pump station, and determination of the residual flooding depths and flow directions and velocities through 2-dimensional flood modeling using XPSWMM. The 2-dimensional flood modeling results were presented in easily understandable maps of floodwater depths (colored shading) and flow vectors (arrows depicting the direction and velocity) for existing conditions. From these existing conditions maps, improvements were developed that reduce the 100-year flooding to a level that will include only minor ponding in the public streets. Flooding depth and flow velocity maps were prepared for the improvement alternatives. By comparing the existing condition and improved conditions maps, the level of flood reduction is easily visualized and the benefit of the proposed improvements is understood.

Elk Grove Creek Detention Basin Study, City of Elk Grove, CA: Project manager on a study to evaluate detention basin opportunities to reduce the 100-year flooding along Elk Grove Creek. West Yost evaluated expanding four existing detention basins (DB10, DB11, DB12, and DB13) and evaluating four new detention basins and one

STAFF TITLE: Engineering Manager II

YEARS OF EXPERIENCE: 30

PROFESSIONAL REGISTRATION

- Professional Civil Engineer, California No. 58122, Nevada No. 19924

EDUCATION

- MS, Civil Engineering, University of California, Davis
- BS, Geology, University of Oregon
- BS, Mathematics, University of Oregon

PROFESSIONAL AFFILIATIONS

- North Bay Engineers Club
- California Stormwater Quality Association
- Floodplain Management Association

AWARDS

- California Water Environment Association, Sacramento Area Section 2011 Engineering Achievement Award – Dry Creek Levee Relocation at the Wastewater Treatment Plant, City of Roseville
- American Society of Civil Engineers, Sacramento Section 2011 Small Flood Control Project of the Year – Dry Creek Levee Relocation at the Wastewater Treatment Plant, City of Roseville

floodplain storage project (collectively called the "basins"). In the Phase 1 evaluation each of the basins was modeled using the City's SacCalc hydrologic models and/or the City's HEC-RAS hydraulic model. The resulting changes in flows and water surface elevations were determined and compared with existing conditions. The water surface elevations were also compared with previously surveyed structure finished flood elevations, and the number of predicted flooded structures was tabulated. Project construction and total capital cost estimates were also prepared. The Phase 1 results were presented to City staff in a workshop, and from the workshop five combinations of the individual project were identified for further evaluation (Combinations A-E). In Phase 2, Combinations A-E were evaluated with the SacCalc and HEC-RAS models and the resulting flow, water surface elevation, and flooded structures were summarized. The results of the Phase 2 work were presented to City staff in a second workshop. The work was also summarized in draft and final Technical Memoranda.

Laguna Creek and Whitehouse Creek Multi-Functional Corridor Project, City of Elk Grove, CA: Quality Assurance/ Quality Control reviewer for a floodplain evaluation. The City of Elk Grove plans to construct a raised pedestrian trail along Laguna Creek and Whitehouse Creek. The trail includes one bridge crossing Whitehouse Creek and two bridges crossing Laguna Creek. West Yost is completing a hydraulic analysis using HEC-RAS software to determine the impact of the proposed project to the floodplain during the 10-year and 100-year design storms and evaluating mitigation measures to reduce or eliminate the impact. The evaluation also includes a scour analysis for the three proposed bridges using the HEC-RAS model for the preferred alternative.

Skibbereen Monteith Storm Drain Planning and Design and Bid and Construction Services, Vallejo Flood and Wastewater District, Vallejo, CA: Project Manager for a project to evaluate the downstream impacts of the increased flow and prepare a hydraulic impact evaluation technical memorandum (TM) for the District due to Caltrans enlarging a culvert under Interstate-80 from a 24-inch, corrugated metal pipe to a 30-inch, smooth interior steel pipe, which increased the flow crossing I-80. The evaluation identified the lowest-cost and most feasible approach to mitigate the increased flow was to construct 800 feet of new 30-inch storm drain in Skibbereen Lane and Fleming Avenue. The geotechnical investigation of the new drain alignment identified shallow bedrock, which can be a concern for unknown conditions and added costs during construction. In light of this, West Yost prepared the construction plans set and bid approach to deal with the bedrock that would reduce the number of change orders for the District, led a prebid meeting, and provided engineering services during construction.

Storm Drain Master Plan 2014 Update, University of California, Davis: Project Manager for the preparation of the original UC Davis Storm Drainage Master Plan (SDMP) in 2000, and prepared updates of the SDMP in 2006 and 2014. The 2014 update was undertaken to include use of a linked 1- and 2-dimensional (1D and 2D) modeling. The 2014 update included modeling the storm drain system using the 1-dimensional layer of the XPSWMM model, and using the 2-dimensional model layer to simulate flood water ponding and flow over the ground surface. The model included about 1,300 1-dimensional model links and about 200,000 ground surface grid cells (15 ft by 15 ft). Stormwater system monitoring was performed the morning of December 2, 2012, and included measuring freeboard depths at manholes, flooding depths at several low areas around campus, and photographing flooded streets and pedestrian paths around campus. The storm was simulated with the XPSWMM model. The model was calibrated using this storm event, gaged water levels in the Arboretum Waterway and in the main stormwater lift station, gaged discharge from the lift station, and the observed/photographed flooding. The update also included revising the XPSWMM model of the Central Campus to the current land uses and drainage facility conditions. Finished floor elevations of many of the buildings were surveyed and compared to the modeled water surface elevations to accurately evaluate the risk of building flooding. Areas of particular risk of flooding were identified. Flooding from buildout land use was also evaluated, and three alternative drainage plans were developed and evaluated to address flooding. Alternative flood reduction improvements were evaluated, a preferred set of improvements were identified, and construction cost estimates were prepared. Use of the 2-dimensional model allowed for an accurate evaluation of shallow surface channels and culverts to convey the runoff to a large detention basin. The basin was sized for a 100-year storm. Surface conveyance of the runoff was necessary because constructing large storm drains in the Campus is nearly impossible because of the many other underground utilities.

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Jeff Wanlass, PE

Pump Stations and Tanks



Jeff Wanlass has more than 20 years of experience in project management, planning, design, and services during construction for water supply facilities. He has prepared plans and specifications conforming to the contracting requirements for state agencies, municipalities, water agencies, and private clients. His civil engineer experience includes designs for water and recycled storage tanks, pump stations, transmission mains, groundwater supply wells, and grading and drainage plans for site development project. Jeff has been involved in more than 25 tank and pump station projects, including inspection, rehabilitation, replacement, and new facilities.

EXPERIENCE

Garden Grove Water Master Plan – Facility Assessment, City of Garden Grove, CA: Lead project engineer to conduct facility assessments for mechanical, safety, electrical and instrumentation, structural, and civil facilities for 13 municipal wells and five booster pump stations within the City's distribution system. The assessments included valves, pumps, piping, control valves, corrosion, operations, site drainage, security, pavement, safety, and code evaluation. Structural and electrical evaluations were also conducted by subconsultants. Met with O&M staff to review operational concerns and needs. Assisted in developing a tiered assessment approach based on condition, useful life, cost to rehabilitate vs replace, and the critical nature of the facility and individual piece of equipment. Prepared preliminary cost estimates of recommended improvements.

Glenview Tank 3 Replacement, City of San Bruno, CA: Project Manager for design of a 2.0 MG prestressed concrete tank with a dome roof to replace a 60-year old concrete tank. The project included layout and design of tank appurtenances, adding a chlorination system, tank mixer, flexible connections, and seismic shut-off system, and improvements to site security. A Fault Trace Study was conduct because of the project site's proximity to the San Andreas Fault. Final design for the tank included collaboration with the geotechnical engineer and the tank manufacturers to develop design parameters for continued operation after a seismic event. The project is currently under construction. Prepared preliminary and engineer's construction cost estimates. Construction: $4,588,000.

Butcher Road Tank Evaluation and Recoating, City of Vacaville, CA: Project design lead to conduct a condition assessment of two (2.0 and 4.0 MG) welded steel tanks for the City of Vacaville. The existing tanks were originally constructed is 1970 ang 1976, respectively. The purpose of the evaluation was to determine structural, safety, coating improvements necessary to meet current codes and extend the useful life of these tanks. The project included review of the City's previous dive inspection reports, visual observations, and review with maintenance staff input. Enhanced interior coating systems were evaluated to extend the life of the coating system. The project improvements recoating the exterior and exterior of both tanks, improved site security, chlorine feed systems, tank mixers and aeration systems to reduce THM levels, fall protection systems, and various site improvements.

STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 24

PROFESSIONAL REGISTRATION

- Professional Civil Engineer, California No. 60930
- Professional Civil Engineer, Oregon No. 91821

EDUCATION

- MS, Civil and Environmental Engineering, Brigham Young University
- BS, Civil and Environmental Engineering, Brigham Young University

PROFESSIONAL AFFILIATIONS

- American Water Works Association
- California Stormwater Quality Association

Gregory Gardens Steel Tank Evaluation, Contra Costa Water District, CA: Project Manager for evaluation safety systems and interior condition assessment of a 3.0 MG welded steel tank. The tank was constructed in 1967 with a diameter of 110.5 feet and shell height of 28.0 feet and includes a steel dome roof. Project included observation of the interior coating systems and corrosion, developed plans and specifications to install perimeter safety guardrail, ladder safety improvements, repair corrosion along the chime, and repair corrosion pits on the interior floor plate.

La Vista Tank Inspection and Evaluation, Carmichael Water District, CA: Project Manager for a condition assessment and evaluation of the District's La Vista Water Storage Tank. The project included interior and exterior coating and corrosion assessments, structural and seismic analysis, safety and code evaluation, geotechnical evaluation, and developed three alternative improvements projects. Alternative 3 was recommended as it will provide the District with a tank that meets all current codes and standards, and provides the flexibility to add additional storage capacity to meet future supply needs, and could be constructed on the adjacent parcel owned by the District so the existing tank could remain in service during construction of the new tank.

Recycled Water Pump Station and Storage Tank Project, City of Hayward, CA: Lead design engineer for a 1.0 MG welded steel tank, 1.6 mgd booster pump station, and 1,000 feet of 16-inch transmission mains. The tank is an at-grade tank with a diameter of 66 feet and a shell height of 44 feet. The pump station facilities consist of four vertical turbine pumps (two 50-hp & two 30-hp) with space for a fifth future pump. Design also included a 3,100-gallon hydropneumatic surge tank, and site grading and drainage.

Evaluation of R16, R17, & R9A Water Storage Tank and Pump Stations, City of Santa Rosa, CA: Project Manager to conduct extensive inspection and evaluation for three welded steel tanks ranging in size from 0.25 to 2.0 million gallons. The work tasks included site and tank interior inspections and develop recommendations for bringing the tanks up to current structural and seismic codes, conduct site specific geotechnical investigations, evaluate potential corrosion and the condition of the coating systems, evaluate the interior and exterior piping, evaluate safety, security, drainage, and current health and OSHA requirements, evaluate site accessibility and potential improvements, and the determine the logistics for taking the storage tanks out of service to implement the recommended improvements. Evaluations included associated pump stations and electrical systems. A report will be prepared summarizing our finding and recommendations, including construction cost estimates.

Alhambra Elevated Concrete Tank Structural and Corrosion Evaluation, City of Sacramento, CA: Project Manager to conducted interior inspections, via a raft, to determine the extent the concrete damage and corrosion associated with the interior steel diaphragm. Recommended improvement were developed and a report was prepared summarizing finding and recommendations. Technical specifications were prepared necessary for City crews to implement the recommended improvements.

Cordes Ranch Tank & Pump Station, City of Tracy, CA: Lead Project Engineer responsible to design review and technical consultant for design by others of a 2.0 MG prestressed concrete tank and 6,300 gpm booster pump station. The tank is partially buried with a column support flat slab roof, with a diameter of 108 feet and a wall height of 34 feet. The pump station facilities consist of two 60-horsepower and four 125-horsepower vertically mounted mixed flow pumps enclosed in a 58-foot by 32-foot masonry building. The electrical equipment, including variable frequency drives, will be located in a climate controlled room in the building. Chemical feed system for sodium hypochlorite and ammonia are located in separate rooms. Emergency standby power facilities are located exterior of the building in sound attenuating enclosure.

Tracy Hills Tank & Pump Station, City of Tracy, CA: Lead Project Engineer responsible to design review and technical consultant for design by others of a 3.75 MG prestressed concrete tank and 8,170 gpm booster pump station. The tank is partially buried with a column support flat slab roof, with a diameter of 137 feet and a wall height of 40 feet. The pump station facilities consist of two 40-horsepower and four 150-horsepower vertically mounted mixed flow pumps enclosed in a 65-foot by 35-foot masonry building. The electrical equipment, including variable frequency drives, will be located in a climate controlled room in the building. Chemical feed system for sodium hypochlorite and ammonia are located in separate rooms. Emergency standby power facilities are located exterior of the building in sound attenuating enclosure.

Garin Tank and Pump Station Improvements, City of Hayward, CA: Project Manager to evaluate and design additional capacity at an existing pump station and tank. The project included increasing the pump station capacity from two 50 horsepower (hp) pumps sized to flow about 300 gallons per minute (gpm) each to four pumps with a capacity of about 750 gpm for a firm capacity of about 2,300 gpm. The work tasks included evaluating the existing site to determine location of new generator and electrical services, electrical upgrades, replacing the existing generator located inside the building to outside, evaluating existing piping for the increased flow, evaluate adding an additional tank. Prepared Preliminary Design Report and plan and specifications for the recommended project.

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Andy Smith, PE

Water and Wastewater Treatment



Andy Smith has performed a wide variety of planning and design work for numerous water and wastewater treatment facilities for agencies in California and Oregon. His treatment facility experience includes master planning and predesign, detailed design and cost estimating, and engineering services during construction. His treatment expertise includes preliminary treatment, clarification, filtration, disinfection, chemical storage and metering, pumping stations, solids handling, and dewatering. He has worked on treatment facilities with capacities ranging from <1 mgd to 40 mgd.

EXPERIENCE

North Bay Regional Water Treatment Plant Ozone System Improvements, City of Fairfield, CA: Project Manager for the preliminary and detailed design of $3 million improvements to an existing ozone system. Improvements to the 40-mgd surface water treatment facility included new ozone generators capable of producing ozone gas at 10-12% by weight to replace the 30-year-old generators that produced five to six percent by weight; modifications to the ozone gas diffuser grids within the plan's existing pre-ozone contactors; and replacement of aging residual ozone destruct units. Improvements to the ozone generators and configuration of the gas diffuser grids improved gas transfer and dispersion and addressed a range of plant flow rates and ozone demand conditions related to the variable blends of surface water from two sources with significantly different ozone demand and DBP precursor characteristics.

Ozone Improvements Project, Waterman Water Treatment Plant, Fairfield, CA: Andy served as Project Engineer for the detailed design phase of this project to upgrade the existing liquid oxygen (LOX) storage and ozone generation systems at a 30 mgd surface water treatment plant. The project included replacement of a LOX delivery truck connection equipment, a 12,000-gallon LOX storage tank, two existing 5,000 cf/hr vaporizers, and associated valving and pressure regulation equipment. The project also included replacement of three existing power supply units (PSUs) for three existing 300 pounds per day (ppd) ozone generators and installation of a new closed loop cooling water skid to serve the new PSUs. In order to compress the construction schedule, the design team worked with the City and major equipment manufacturers to execute a pre-procurement agreement which locked in pricing and allowed the manufacturer to begin the shop submittal process ahead of bidding the project.

2018 America's Water Infrastructure Act Risk and Resilience Assessment and Emergency Response Plan Compliance Project, City of Fairfield, CA: Project Manager for an all-hazards America's Water Infrastructure Act (AWIA) 2018-compliant Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP). West Yost completed a thorough gap analysis after reviewing and organizing previously-completed RRA- and ERP-related resources. West Yost completed the RRA and ERP according to the American Water Works Association standards, which represent cross-sector best practices. The RRA includes an assessment of natural, built, cyber, and personnel assets, and relevant threats and hazards. West Yost developed risk and resilience management strategies to address the highest risks and reduce vulnerabilities.

STAFF TITLE: Principal Engineer I

YEARS OF EXPERIENCE: 17

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 74673

EDUCATION

- BS, Civil Engineering, University of California, Davis

PROFESSIONAL AFFILIATIONS

- California Water Environment Association
- Central Valley Clean Water Association
- American Water Works Association

North Bay Regional Water Treatment Plant Laboratory Improvement Project, Cities of Fairfield and Vacaville, CA: Project Engineer. West Yost designed a complete remodel of the NBRWTP's existing 1,500 square foot water quality laboratory. Improvements are being implemented to the lab to better align the layout with the work being performed in the laboratory; eliminate unnecessary and outdated analytical equipment; and modernize the countertops, cabinets, and lighting. West Yost worked collaboratively with existing laboratory and operations staff in a series of workshops to determine the Cities' needs and develop a preferred layout. Design challenges included extensive modifications to the laboratory's original HVAC and plumbing systems, including working around a complex existing process water & drain piping manifold designed to provide process water to various online, in-lab water quality instruments.

Water Treatment Plant Alternatives Evaluation, City of Vacaville, CA: Project Manager for a screening-level evaluation of options for increasing the City of Vacaville's surface water treatment capabilities, which are currently limited to seasonal, intermittent operation of a nominal 12 MGD diatomaceous earth treatment facility. West Yost's work includes development and evaluation of candidate treatment trains for Solano Project water from Lake Berryessa /Putah South Canal, candidate treatment facility sites and configurations for a WTP providing between 15 and 25 MGD of finished water a buildout, and planning level facility costs and implementation schedules. The results of these evaluations will inform City-wide water master planning work being conducted by West Yost, and will provide valuable reference points as the Cities and Vacaville and Fairfield examine potential future expansions of the nearby North Bay Regional WTP, which currently sends up to 13.3 MGD of treated surface water to Vacaville.

Program Management and Design Services for Surface Water Supply Project, Stanislaus Regional Water Authority (SRWA), Ceres, CA: Pre-Design Task Lead and Assistant Program Manager for a project to define and manage implementation of a $278 million project to deliver a new treated surface water supply to serve the Cities of Turlock and Ceres. West Yost was selected in 2016 to manage development of a regional Surface Water Supply Project that will include raw water conveyance facilities, a treatment plant, and treated water transmission mains to bring water to each City's distribution system. Andy's preconstruction responsibilities included source water quality characterization, evaluation of treatment process alternatives, planning for the development of and testing of an existing infiltration gallery facility, design of pumping and distribution facilities, coordination of geotechnical investigations, coordination of right-of-way services, engineering support of SRWA's environmental consultant, permitting and utilities coordination, construction cost estimating, bidability and constructability reviews, preparation of life-cycle cost evaluations, and development of detailed technical procurement documents for the solicitation and evaluation of design-build proposals. Andy's responsibilities during the design-build period include overall coordination of design deliverable reviews, review of key equipment and material submittals, weekly coordination with on-site CM and resident engineers, and planning for commissioning and acceptance testing, which is expected to occur in 2023.

Facilities Master Plan, City of Galt, CA: Staff Engineer for the development of a master plan for the phased upgrade and expansion of the City of Galt's (City) existing 3 mgd WWTP to 6 mgd. Facility improvement alternatives include new primary treatment, expansion of existing secondary and tertiary processes, solids digestion, mechanical dewatering facilities and upgrade and expansion of existing personnel buildings. Responsibilities include condition assessments and capacity analyses of existing facilities, development of a hydraulic profile, predesign and site layout of new facilities and development of detailed construction and life cycle project cost estimates for all alternatives.

Summit Water Treatment Plant Filter Facility Design, San Gabriel Valley Water Company, Rialto, CA: Project Engineer for design of new granular media filters at an existing 20 MGD surface water treatment plant. Up to three new filters are being designed to replace filtration capacity that will be lost when existing 1980s-era diatomaceous earth filters are removed from service and demolished. Filters are being designed to accommodate multiple media types and configurations that are being piloted to substantiate 1) filter loading rates at levels greater than 6 gpm/SF, and 2) the ability of the filters to provide adequate polishing of DBP precursor materials ahead of final disinfection. Project challenges include an extremely constrained site for which vertical shoring will be required to avoid undermining and/or promoting differential settlement in nearby structures. Upon construction of new filters, existing granular media filters will be retrofitted to match new media configuration.

Water System Planning and Improvements Project, Markleeville Water Company, Markleeville, CA: Project Manager for a capital project intended to increase reliability and treated water quality for a small water system. West Yost was hired to evaluate and ultimately design improvements related to the optimization of water treatment plant operations to improve management of DBP formation potential from Markleeville's surface water supply; reconfiguration of existing booster pump stations to alleviate water age issues and increase reliability during power outages; replacement of aging transmission and distribution piping; and installation of new service meters. Design and construction of this project is being conducted under planning and construction grants, respectively, administered by the Drinking Water State Revolving Fund. Andy's responsibilities also include coordination of survey, geotechnical and environmental documentation services.

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Timothy Banyai, PE

Water and Wastewater Treatment



Timothy Banyai is a registered civil engineer with experience managing and designing water and wastewater treatment plants and pumping stations. Tim has served as project manager, lead project engineer, technical advisor and quality control reviewer. As a manager, Tim maintains direct client contact, provides project team leadership, and coordinates among disciplines to ensure successful project completion. His direct project experience includes design and preparation of drawings and specifications, assisting clients in bidding-phase services, and performing construction-phase duties. Tim has a strong record of developing cost-effective and innovative designs for water and wastewater treatment plant projects, and is known for managing multi-disciplinary teams for water and sewer infrastructure improvement projects. He also has direct experience as an operator and laboratory technician for a wastewater treatment plant where he conducted laboratory analysis, helped develop and implement a facilities plan study for nitrogen control, performed pilot studies, and developed bench-scale models. Tim's experience as a treatment plant operator provides insights he incorporates into the design for successful construction-phase sequencing, testing and start-up, and operations and maintenance. Tim also has experiencing preparing State Revolving Fund (SRF) applications and managing SRF-funded projects.

EXPERIENCE

Secondary Clarifier, Napa Sanitation District, CA: Project Manager. Tim managed the design of improvements that would add flexibility to the return activated sludge system. This included piping modifications that allowed for RAS to be conveyed to the aeration basins.

Wastewater and Drainage Sump Stations Facilities Station Condition Assessment, Sacramento, CA: Project Engineer for Pump Station Design. The City of Sacramento completed an effort to refine their asset management approach via strategic planning. As part of this project, West Yost completed a multidisciplinary condition assessment of five wastewater and five drainage sump stations. The condition assessment evaluated the existing assets at the sump stations via a scoring method that fed into a facility risk assessment. The scoring used in the condition assessment and facility risk assessment was then incorporated into a strategy for long-term planning for budgeting, rehabilitation and repair, and replacing assets to comply with regulations and maintain public health and safety.

Water and Wastewater Experience and Expertise:

- Pumping stations
- Water booster stations
- WWTP hydraulics
- Headworks
- Primary treatment
- Aeration systems
- Trickling filters
- Secondary clarifiers
- Disinfection
- Solids thickening
- Digestion
- Odor control

STAFF TITLE: Engineering Manager I

YEARS OF EXPERIENCE: 30

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 60715, Kansas No. 14119 (inactive)

EDUCATION

- MS, Environmental Engineering, North Dakota State University
- BS, Civil Engineering, North Dakota State University

PROFESSIONAL AFFILIATIONS

- California Water Environment Association
- Tau Beta Pi Engineering Honor Society
- Water Environment Federation

- Construction sequencing
- Condition assessment
- Master planning
- SRF applications

Clients include: The California cities of Belmont, Folsom, Foster City, Hayward, Hercules, Lompoc, Modesto, Pinole, Salinas, San Jose, San Leandro, San Mateo, Santa Barbara, Santa Rosa, and Ukiah; the County of San Mateo; special districts including Contra Costa Clean Water Program (Richmond), Contra Costa Water District, Dublin San Ramon Services District (Dublin), Las Gallinas Valley Sanitary District (San Rafael), Livermore-Amador Valley Water Management Agency, McKinleyville Community Services District, Napa Sanitation District, Orange County Sanitation District, Oro Loma Sanitary District (San Lorenzo), Ross Valley Sanitary District, Sacramento Area Sewer District, Sacramento Regional County Sanitation District (Regional San), Silicon Valley Clean Water (Redwood City), South Tahoe Public Utility District, and Union Sanitary District (Union City); and U.S. service branches including the Navy, Marine Corps, and Air Force.

Don Julio/Watt Avenue Sewer Relief Project, Sacramento Area Sewer District, Sacramento, CA: Project Engineer for the design for the replacement of the Larry Way Sewer Lift Station (S016), and decommissioning of the Don Julio Boulevard Lift Station (S015). The project requires upsizing the S016 facilities. The existing rated capacity for S016 was 4.0 million gallons per day (mgd) and was upsized to 8.5 mgd. Improvements at S016 include three new 70-horsepower submersible pumps, a circular concrete wet well, a standby diesel generator, provisions for the future installation of an odor control scrubber, and upsizing the primary power. Construction sequencing is a major design criterion, as the existing S016 facility must remain in continuous service to minimize disruptions to the public. The S015 facility will be decommissioned and existing flows routed to the upsized S016 facility.

Lift Station Asset Management Program, City of Carlsbad, CA: Project Engineer. The City of Carlsbad owns and operates 11 wastewater lift stations that receive and deliver sanitary sewage to the Encina Wastewater Authority for treatment and disposal. As part of its asset management initiative of utility infrastructure, the City is performing condition assessment of its lift stations and developing business processes to identify improvements to its lift stations. Tim will complete a visual assessment of 11 lift stations in April 2022. The assessment will civil/site, mechanical, structural, electrical, and instrumentation and controls disciplines. Based on the assessment, recommendations for improvements will be made.

Water and Wastewater Treatment Plant and Water Distribution System Master Plans, City of Yuba City, CA: Tim performed condition assessments on six of the City's lift stations and also performed a condition assessment on the City's Wastewater Treatment Plant. The information collected during the condition assessment was used to identify repairs and upgrades at each of the facilities. Conceptual level capital costs were also developed for the repairs and upgrades. The projects were then ranked and placed into one of three categories for development of a capital improvement program. Projects were ranked as immediate, near-term, and long-term categories.

Water Treatment Plant Facility Plan and Wastewater Treatment Plant Major Upgrades, City of Oceanside, CA: Condition Assessment Lead and Project Manager. Tim led the multi-discipline condition assessment of the Weese Direct Filtration Water Treatment Plant and the Mission Basin Groundwater Purification Plant that uses reverse osmosis to treat brackish groundwater. The Weese Plant is a 25 mgd facility and the Mission Basin Plant is a 6.4 mgd facility. The primary objectives of the project were to use asset management principles to make risk-based informed decision to develop a prioritize capital improvement plan for the next 20 years. In addition to the capital improvement plan, the City looked to reduce O&M, increase reliability, plan for future regulatory requirements and increase automation, optimize performance and lower energy costs. A detailed work plan was developed to conduct the field work that identified assets to be assessed, scoring criteria, methods to conduct the assessments and responsibilities of all parties. Following the detailed condition assessment field work, a comprehensive risk-based assessment was completed to rank and prioritize capital projects into four time windows: immediate, 2 to 5 years, 5 to 10 years and 10 to 20 years. The team worked closely with the City staff in workshops to prioritize the projects. The City's San Luis Rey Water Reclamation Plant (SLRWRF) wastewater treatment plant was evaluated. The SLRWRF has a capacity of 13.5 mgd and treats a majority of the City's wastewater. West Yost completed a Preliminary Design Report (PDR) that included a high-level condition assessment Detailed evaluations and condition assessments were developed for the headworks facilities, flow and load equalization facilities, primary and secondary facilities and solids treatment. Each of the detailed analyses included a condition assessment and development of life cycle costs with a focus on reducing energy use and chemical costs. Following the PDR, West Yost assisted the City in developing a phased approach to implementing the improvements to best use the money available. The first phase includes the following major items – headworks improvements with two new screens, new conveyor and washer compactors, new grit removal using the Headcell technology, odor control improvements and consolidation of the primary and secondary electrical facilities into a common electrical building. The estimated construction cost for Phase 1 items is approximately $12M.


WE SUPPORT OUR COMMUNITIES
WE ARE WATER FOCUSED
WE TAKE PRIDE IN WHAT WE DO
WE STRIVE TO BECOME OUR BEST
WE DO WHAT'S RIGHT
WE BELIEVE IN QUALITY
WE LISTEN
WE SOLVE CHALLENGING PROBLEMS
WE SEE THE BIGGER PICTURE
WE TAKE OWNERSHIP
WE COLLABORATE
WE HAVE FUN
WE ARE WEST YOST
WEST YOST
Water. Engineered.

STH-CONTRACT-FY2023-047

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 13, 2023 between the City of St. Helena, located in the County of Napa, State of California (City), and Haley & Aldrich, Inc. (Consultant). AC SDA

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Municipal Engineering Consultant Services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, "Compensation"** attached hereto and made a part hereof. Total compensation shall not exceed $100,000.00 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the

permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents. Notwithstanding the foregoing, any reuse or modification of Consultant's and/or its Sub-Consultants' instruments of service without Consultant's and/or its Sub-Consultants' written authorization and/or adaptation for the specific purpose intended shall be at the sole risk of City and/or any third party and without liability to Consultant.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests

provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:
Scott Alman, PE, QSD.
Sr. Principal Engineer
Haley & Aldrich
785 Ygnacio Valley Road
Walnut Creek, California 94596

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant

shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Scott Alman, PE, QSD.
Title: Sr. Principal Engineer

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A





STATEMENT OF QUALIFICATIONS

MUNICIPAL ENGINEERING CONSULTING SERVICES

18 APRIL 2023

Prepared for
City of Saint Helena, Public Works Department
Attn: Joe Leach, PE
Public Works Director
1572 Railroad Ave.
Saint Helena, California 94574

Prepared by
Haley & Aldrich
785 Ygnacio Valley Road
Walnut Creek, California 94596

HALEY & ALDRICH

785 Ygnacio Valley Road | Walnut Creek | CA 94596
6455 Almaden Expwy., Suite 100| San José | CA 95120
23785 Cabot Blvd., Suite 321 | Hayward | CA 94545
www.caleng.com

1. Cover Letter

18 April 2023

Joe Leach, P.E.,
Public Works Director
City of St. Helena
1088 College Avenue
St. Helena, California 94574

RE: Statement of Qualifications to provide Municipal Engineering Consulting Services to the City of Saint Helena

Dear Mr. Leach:

The City of St. Helena is a unique community among California communities. Its beautiful wine country setting, traditional American values, and family-oriented culture make Saint Helena a favored place to live in Napa County and California in general.

Cal Engineering & Geology, a division of Haley & Aldrich (CE&G/H&A) shares the same core values as St. Helena. CE&G/H&A is passionate about enhancing the quality of life in the cities we serve. CE&G/H&A provides a deep bench of professional services, experience, and "pragmatic expertise™" to our clients, and we do it with personal "Small Town" service and attention to detail. At CE&G/H&A we immerse ourselves in the communities we serve. We enjoy long-term relationships with most, if not all, of our clientele, many of whom become personal friends. As an example, Scott Alman has an ongoing professional relationship with Director of Public Works, Joe Leach, based on ten years of working together in various public agencies, namely the cities of Dixon and Richmond.

As our client's "trusted advisors" CE&G/H&A is "here-to-help" with anything City Engineer related. CE&G H&A brings Saint Helena the following benefits:

- **Personal Service.** CE&G/H&A's Walnut Creek office at 785 Ygnacio Valley Road is less than 60 miles, and 75-minutes from Saint Helena's City Hall at 1088 College Avenue. CE&G/H&A staff can be in City Hall within 75-minutes.

- **Exceptional Resources – Pragmatic Expertise™.** CE&G/H&A's Municipal Services Group is a clearinghouse for "all-things-City-Engineering." From interim staff augmentation in City Hall to providing contract City Traffic Engineering and City Surveyor services reviewing and signing maps and other record documents, to program management of large and complex programs and projects to field inspection of public improvements, to preparation of the annual Captial Improvement Program in PlanIt or other platform to the engineering design of capital improvements, to plan and map reviews of new developments to management and annual administration of special districts and GHADs.

CE&G
A division of Haley & Aldrich

CAL ENGINEERING & GEOLOGY
785 Ygnacio Valley Road | Walnut Creek | CA 94596
6455 Almaden Expwy., Suite 100| San José | CA 95120
23785 Cabot Blvd., Suite 321 | Hayward | CA 94545
www.caleng.com

CE&G/H&A's Municipal Services Group emulates a City Engineering Department with CA licensed Civil Engineers, CA licensed Traffic Engineers, and CA Professional Land Surveyors providing programatic expertise and management for the following programs:

City Engineer

- Budget/Funding
- Capital Improvement Program (PlanIt)
- Encroachment Permit Program
- Development Entitlement
- Plan Review, Comment, and Approval (Capital and Development)
- PW Inspection (Capital and Development)
- Pavement Preservation Program (StreetSaver®, HUTA, RMRA, Measures)
- City Standards and Details
- NPDES/Stormwater Compliance
- Utilities
- Grant Management
- Asset Management
- CEQA/NEPA Clearance
- Emergency Response
- Emergency Planning & Response/Tabletop Exercises
- Staff Augmentation

City Traffic Engineer

- Traffic Safety Committee (Citizen Concerns)
- Regional Congestion Mitigation and Funding
- Speed Surveys and Certifications
- Signal Timing
- Review, Comment, Approval and Inspection of Traffic Control Plans and Controls (Encroachments, Capital, and Development)
- Traffic Calming and Ped/Bike Safety

City Surveyor

- Map Review, Comment, and Approval
- Record Document Review, Comment, and Approval

CE&G/H&A teams with the following subconsultants to enhance the services we provide to our municipal clientele:

- William K. Faisst, Consulting Engineer to enhance the services we can provide to water purveyors. Dr. Bill Faisst was the mainstay of Brown & Caldwell's water practice until stepping out onto his own to provide boutique style water consulting services to his long-term clientele.

- Carolyn Harshman and her firm Emergency Planning Consultants (EPC) to provide as-needed long term emergency planning services typically in the form of preparation or updates to your Local Hazard Mitigation Plan.

- WRA Environmental Consultants works at the direction of Matthew Feske supporting capital improvement and other city projects requiring CEQA and/or NEPA clearance. Typically, these are in the form of a CEQA categorical exemption, or a NEPA categorical exclusion for Federally funded projects.

CE&G/H&A provides the expertise and experience to assist St. Helena with any assignment, no matter how large and complex or small. CE&G/H&A employs more than 900 professionals, including registered civil engineers, registered Traffic Engineers, licensed Land Surveyors, and Environmental Engineers. Our registered professionals are supported by project and staff-level engineers, geologists, technicians, certified UAS pilots, CADD/GIS specialists, and administrative support personnel.

Respectfully Submitted,

CAL ENGINEERING & GEOLOGY, INC., A division of Haley Aldrich

Scott Alman, PE, QSD., Sr. Principal Engineer
785 Ygnacio Valley Road | Walnut Creek, California 94596 | 925.433.2321 | salman@haleyaldrich.com

2. Firm Description

History

Cal Engineering & Geology, Inc. (CE&G) is a full-service municipal consulting, civil design, and geotechnical consulting firm with offices in Walnut Creek, San José, and Hayward. The Hayward office is co-located with our geotechnical testing laboratory. CE&G provides municipal engineering, staff augmentation, program and project management, civil design, development entitlement and project review, structural engineering, peer, plan, & map reviews, and related engineering consulting, to municipal clients throughout California. CE&G has provided a contract City Engineer/Utilities Director, Interim Assistant City Engineer, staff augmentation services, Contract City Surveyor, and City Traffic Engineer. CE&G has worked together with local public agency professionals to complete more than 300 improvement projects including capital improvement programs, multi-year pavement preservation programs, emergency slope stabilizations, road widening, flood control facilities, sanitation facilities, trails, parks, creek bank stabilizations and restoration, community buildings, and embankment dam and levee projects.

Integrating CE&G's "personal touch" services with the vast resources of Haley & Aldrich (H&A) to meet your goals.

In January 2023, CE&G was acquired by H&A. With this acquisition, CE&G integrated fully into H&A with complete access to the vast resources of a nation-wide consulting firm with 900 staff members in 35+ offices. The more than 91 professional staff in our local Bay Area offices allow us to tailor recommendations with local knowledge. Every project manager has access to ample personnel and resources, enabling us to respond to client needs quickly, efficiently, and effectively.

H&A professional staff provide our clientele with the depth and breadth of municipal services to comprehensively handle any anticipated, or unanticipated, project assigned under this On-Call Engineering Consulting Services contract.

CE&G/H&A offer their clientele access to expert technical resources with an integrated, collaborative, and creative problem-solving approach.

Established in 1957, H&A was the first geotechnical engineering practice in New England and has since expanded its footprint. At the forefront of emerging environmental regulations in the late 1970s and early 1980s, H&A's practice grew to encompass environmental compliance, site assessment, and remediation. Now in our 61st year, H&A has retained our practical approach to engineering and construction projects by integrating the geotechnical and environmental investigations for optimum data collection and reporting, combining complex site remediation with the realities of project design and construction.

H&A has an unparalleled history of striving to understand the unique needs and challenges of our clients and helping them succeed. We have built a reputation for developing thoughtful and cost-efficient solutions to complex issues with sensitivity to impacts on neighbors and adjacent properties.

H&A is experienced with collaborative design processes and Lean project delivery. Lean thinking – a philosophy focused on reducing waste, enhancing value and respecting people – and a collaborative working environment are embedded in our culture, regardless of the services we are providing. We are committed to delivering long-term value efficiently for our clients, no matter how straightforward or complex the challenge.

3.Fee Schedule

The following hourly rate schedule represents the Haley & Aldrich standard company rates for 2023. Indidivudal hourly rates can be negotiated per professional or specific task on a task order by task order basis.

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

Classification	*Hourly Rate*
Project Support	*$130*
Technician	*$130*
Project Technician	*$141*
Senior Technician	*$151*
Project Controls	*$172*
Staff Professional 1	*$182*
Staff Professional 2	*$191*
Project Professional	*$214*
Technical Specialist	*$225*
Project Manager / Senior Technical Specialist	*$236*
Senior Project Manager / Technical Expert	*$296*
Program Manager / Senior Technical Expert	*$359*
Principal	*$422*

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at $40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.

4. Professional Services Agreement/Insurance

Comments will be forthcoming based on H&A's review of a submitted Standard Master Services Agreement.

5. Firm Qualifications

SUMMARY OF QUALIFICATIONS

CE&G/H&A understands what it takes to provide on-call services to Bay Area communities. For 29 years, CE&G has worked closely with many public works, engineering, and planning staff on precisely the types of projects expected to be part of the City of Saint Helena's engineering project management services needs. Our municipal engineering experience and local geotechnical knowledge have enabled CE&G to develop a solid, effective, and pragmatic approach to these services. Key to our approach is the recognition of the needs and concerns of various stakeholders on every public project. Careful examination of the needs of each specific project leads to the development and implementation of reasonable and appropriate scopes of work with well-defined tasks. CE&G has used this approach to successfully manage and complete award-winning projects for nearly three decades.

As a combined firm, CE&G/H&A has an established, local track record in performing on-call and project-specific support services for public agencies including::

- Pittsburg since 2015
- Oakley since 2015
- Concord since 2000
- Dublin since 2006
- Lafayette since 1993
- Martinez since 1998
- Moraga since 1993
- Oakland since 2002
- Orinda since 2002
- San Ramon since 2009
- Vallejo since 2011
- Alameda County since 1995
- Contra Costa County since 2005
- Santa Clara Valley Water since 2014
- Dixon since 2021
- San Jose ongoing
- Oakland ongoing
- Port of Oakland ongoing
- Palo Alto ongoing
- San Francisco Int'l Airport (SFIA/SFO) ongoing

Because of our experience with on-call service contracts, CE&G has become adept at dealing with numerous large and small projects. Our typical projects range from short-term $2,000 assignments for which we provide limited specialized design assistance to longer-term $300,000+ projects for which we complete a variety of tasks. Our experience with such disparate-sized projects has enabled us to be flexible in staffing on-call service projects. It is rare for us to encounter a situation where one of our professional staff is unavailable because they are committed long-term to another project. The variety of projects we have completed is demonstrated by the project descriptions included within this section.

SERVICES

Program & Project Management and Staff Augmentation

In the current labor market where public agencies are often understaffed and overworked due to increasing retirements and limited backfill of the engineering workforce, CE&G provides only experienced project managers and technical staff who are intimately familiar with the public project process. Our extensive municipal experience allows us to be comfortable working with both in-house and consultant engineers and planners. CE&G can fill staffing gaps with highly qualified engineers who integrate seamlessly with your team for short- or long-term engagements. Saint Helena can rely on us for:

- Supplemental engineering staff
- Project and program management
- RFP preparation and consultant selection

Engineering Analysis & Civil Engineering Design

CE&G's engineering staff has been designing and/or peer reviewing and managing a wide variety of capital improvement and maintenance projects for local cities and counties since 1993. Projects range from design support for new city offices, parks, and corporation yards, to retrofitting and improvement of roadways, bridges, and storm drain systems to pavement preservation and creek maintenance.

CE&G has full design capabilities and routinely prepares bid packages consisting of complete construction plans, construction specifications, and estimates for projects relating to roads and flood control. Projects typically include components such as earth retaining systems, pavements, bridges, trenchless pipelines, and storm drain improvements. CE&G uniquely offers civil engineering services focused on merging conventional geotechnical consulting services, such as investigation, testing, and inspection services with geo-civil design. Our focus on

geo-related civil engineering design work has resulted in numerous industry awards for infrastructure renewal and improvement projects for both transportation and water resources sectors.

Traffic Engineering
Lynne Filson, PE, TE, LS is a California registered professional Civil Engineer and California registered Traffic Engineer with a history of assisting municipalities with managing local traffic engineering-related issues, including traffic handling at AM drop-off and PM pick-up peak hours at local elementary and middle schools, signal timing and interconnection, engineering speed surveys for radar enforcement, sight distance issues and solutions, roadway lighting, striping & signage, reviews of traffic studies for development and CEQA mitigations, review of traffic control plans, and interpretation of the MUTCD. Lynne will be available to provide any day-to-day traffic engineering assistance that the City needs.

Entitlement Services
CE&G's engineering staff works directly with the client's Community Development and Planning Departments to provide city engineering representation to the project entitlement process. CE&G works hand-in-hand with project planners and other stakeholders to represent the city's best interests in entitling development and other discretionarily permitted projects. During the entitlement process, CE&G represents the city in regard to bike, pedestrian, and vehicle circulation, utility treatment capacity, delivery & collection system capacity (domestic water, sanitary sewer & storm sewer), special studies, and environmental. CE&G prepares conditions of approval for tentative maps and other discretionary permits. CE&G is also capable of monitoring and project management of development projects to ensure that all project conditions of approval are satisfied and all required mitigations have been satisfied as the project is built. CE&G's engineers are astute at finding creative solutions to complex and difficult issues and problems, facilitating both parties to "get to yes" without compromising the city's best interests or the applicant's project success. Understanding both sides of an applicant issue and providing experienced guidance to a mutually beneficial solution sets CE&G apart as a trusted advisor to our clients.

Plan and record document review
CE&G engineers provide plan, map, and record document review services on behalf of local agencies. With the current economic cycle of the housing market, citys and other oversight agencies are coming under greater pressure to provide plan, map, and record document reviews at an ever-quickening pace. CE&G engineers provide thorough plan and map reviews based on tentative map conditions of approval, approved CEQA documents and required mitigations, city codes and standards, MRP 3.0 C.3 regulations, Subdivision Map Act and good old common sense engineering. CE&G reviews grading plans, improvement plans, traffic control plans, final maps, easements, irrevocable offers of dedication, signing & striping, signal construction, interconnect & timing/synchronization plans. Typical plan and map reviews are scheduled to be completed and comments returned within ten business days for the first and second reviews and within five business days for the third review. If more than three reviews are required, the fourth and subsequent reviews are performed on time and a materials basis as an additional service with additional budget required.

Construction Inspection and Testing
CE&G provides special inspection, resident engineering, construction observation, and testing services with a specialization in grading, concrete placement, and overall construction quality assurance services. All testing is performed or overseen by licensed professional engineers. Our backgrounds and extensive experience in the design and construction industry help set us apart and ensure that quality assurance and quality control goals are met. CE&G's lab is accredited as an inspection and testing agency by the following agencies and/or participates in the following sample reference programs: AASHTO, AMRL, CCRL, USACE, ICC, and ACI.

UAS & LiDAR Scanning Data Sets
CE&G has a robust in-house Unmanned Aerial Systems (UAS) and terrestrial scanning program for the acquisition and use of high-resolution orthoimagery. The imagery is used to create high density, geo-referenced and time-referenced photogrammetrically-derived point clouds and corresponding geospatially-referenced 3D surfaces for developing topographic maps and geologic mapping, geotechnical and geologic analyses, and to identify limits of geologic hazards at sites.

Detailed data results in better understanding of and further evaluation of, project conditions and constraints through higher-level analysis including evaluations, monitoring, and asset management and maintenance.

Construction Management
CE&G provides construction management and public works inspection services to public agencies throughout the nine San Francisco Bay Area Counties area. Our forte is construction management of infrastructure renewal projects that involve roadways and other public infrastructure constructed as a condition of development approval or as capoital improvements. Our biggest advantage is that our strong design background enables us to identify issues in the field before they become bigger, costlier, and time-consuming problems.

TECHNICAL STAFF
The technical staff at CE&G includes geotechnical engineers, engineering geologists, and civil engineers, all of whom have extensive local knowledge and experience on a wide variety of public works projects. Summaries of the experience of each of the key project professionals are presented within this section.

EXTENSIVE IN-HOUSE RESOURCES
CE&G has developed an extensive collection of technical resources over the years to provide our clients with the most up-to-date information and technology available, including:

- up-to-date engineering software,
- hard copy and digital technical libraries, and

in-house soils testing laboratory.Engineering Software
Cal Engineering & Geology has fully embraced technology in providing a better service and product to our clients. The engineering software library includes the following programs:

• AutoCAD Civil 3D	Drafting and Design
• ArcGIS	Geospacial Analysis
• MathCad	Engineering Math
• Microsoft Project	Project Scheduling
• LPILE v2019	Concrete Piles
• Ctshoring 4.5C	Shoring Design
• RSPile	Pile Analysis
• Shake2000	Dynamic Response

In addition to our currently licensed software, CE&G has used numerous open-sourced software programs and program languages to meet project-specific design requirements. CE&G also has experienced using powerful tools like RISA foundation that we typically license for shorter periods for project-specific use.

Technical Libraries
CE&G's engineers can rely on a vast library of technical publications, maps, and historical aerial photographs. Pertinent maps and photographs can be scanned and imported into Civil 3D or ArcGIS.

Soils Testing Laboratory

CE&G's soils testing laboratory and field services are run by registered engineers and geologists who fully understand the complexities of design and challenges of the construction process. Our backgrounds and extensive experience in the design and construction industry help set us apart and ensure that quality assurance and quality control goals are met. The CE&G laboratory, in Hayward, has been accredited by AMRL (ASTM and AASHTO) and the US Army Corps of Engineers.

EXAMPLE PROJECTS AND REFERENCES

ENGINEERING STAFF AUGMENTATION, BENICIA, CA (2022-ONGOING)

CLIENT
City of Benicia, Kyle Ochenduszko,
Public Works Director
kochenduszko@ci.benicia.ca.us // (707) 746-4200

PROJECT DESCRIPTION AND CE&G'S SCOPE
Scott Alman has enjoyed an ongoing professional relationship with the City of Benicia for the past six months, serving the City as Interim City Engineer. Benicia recently recruited their next full time Deputy Director/City Engineer, who is scheduled to begin with the City in early March, 2023. Kara Malig is working on the H Street Shoreline Stabilization, and Ronaldo Longoria is continuing to work on Lake Herman Dam EAP and Lake Herman Spillway projects.

ENGINEERING STAFF AUGMENTATION, PITTSBURG, CA (2022-ONGOING)

CLIENT
City of Pittsburg , Richard Abono, PE
Director of Public Works/City Engineer
rabono@pittsburgca.gov // (925) 252-4936

PROJECT DESCRIPTION AND CE&G'S SCOPE
Mr. Alman and Ms. Filson, with a team that includes Ronaldo Longoria, Josielyn Bustamante, Kara Malig, Julissa Rico Ruiz and George White are currently providing project management and staff augmentation

services to the City of Pittsburg's Public Works - Engineering Division. CE&G engineers are providing these management, design, and project support services on a number of smaller CIP related projects, including completing the update to the city's standards and detail drawings, refurbishment and relocation of a city-owned message sign, the structural plan review of an un-permitted retaining wall on Leland Avenue, multiple traffic items, and entering the current CIP into PlanIt! Software to have the program running successfully for the FY-2023/2024 CIP to be prepared solely in PlanIt! And no longer created and updated manually.

In addition to the aforementioned projects, Mr. Alman is currently providing full-time staff augmentation services as Interim Assistant City Engineer backfilling a vacant position in the Division. Mr. Alman will also be joined by Mr. Bruce Zaeni, PE who will provide staff augmentation services as the Program/Project Manager for a high-profile recreation facility and an update to the City's sanitary sewer masterplan.

ENGINEERING STAFF AUGMENTATION, DIXON, CA (2014-ONGOING)

Client

City of Dixon, Jim Lindley, City Manager
jlindley@cityofdixon.us // (707) 678-7000
Deborah Barr, PE City Engineer/Utilities Director
DBarr@cityofdixon.us // (707) 678-7030

Project Description and CE&G's Scope

Mr. Alman, and Ms. Filson, with a team that included George White and Josielyn Bustamante, provide staff augmentation services to the City of Dixon's City Engineering & Utilities Department. Originally these services began in 2014 under a task order contract with a previous employer. That task order contract included more than 50 task orders totaling more than $7 million in contract services, including plan reviews and entitlement work on new housing developments, construction inspections on new development and infrastructure revitalization projects, preparation of bid documents for a variety of different types of CIP projects including pavement preservation and Building & Life Safety inspection services provided by teaming partner TRBplus. The largest single project undertaken by this team is the plan check, inspection, and project management of the Southwest Dixon Specific Plan Area project named "Homestead". Taylor Builders are developing this specific plan area with individual villages being sold to a variety of national and local home builders. Lynne has managed the plan and map reviews of ten individual villages within the first three phases of Homestead. . With the recent departure of the City Engineer/Public Works Director, Joe Leach, Scott was selected by the City Manager to serve as Interim City Engineer/Utility Director during the recruitment for the new City Engineer. Due to the need for a quicker response time than that being provided by Solano County, Lynne has also assumed the role of Contract City Surveyor, reviewing Final Maps and signing on behalf of the City.

ENGINEERING STAFF AUGMENTATION, MARTINEZ, CA (ONGOING)

Client

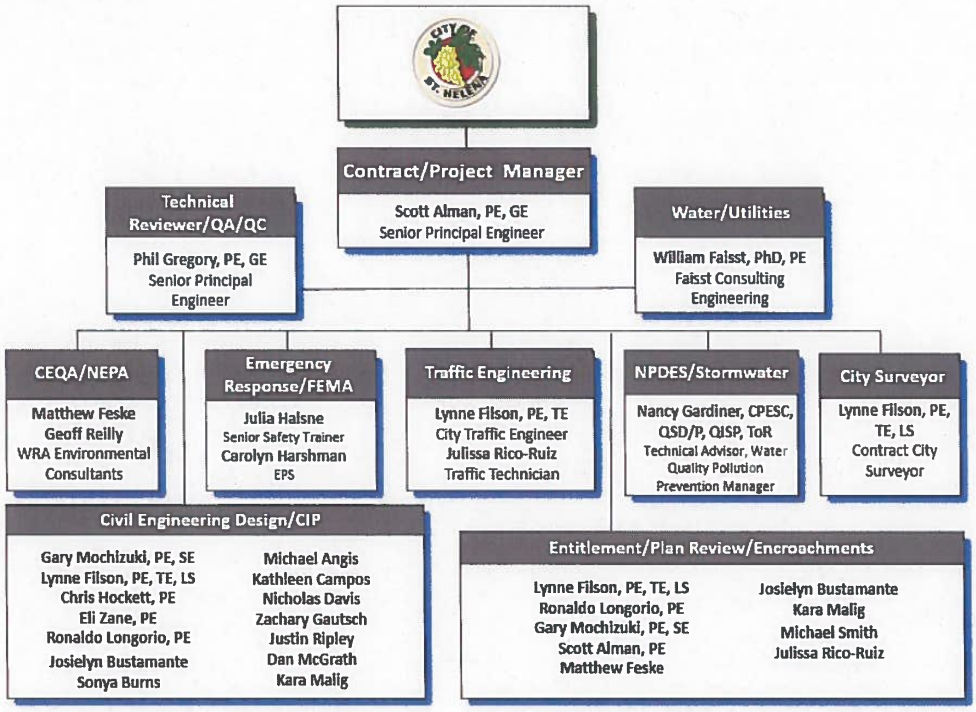
City of Martinez, Eric Figueroa, City Manager
(925) 372-3505 // efigueroa@cityofmartinez.org

Project Description and CE&G's Scope

Upon the retirement of the City Engineer, Mr. Alman was appointed Interim City Engineer and Ms. Filson Interim City Traffic Engineer for the City of Martinez. One of the larger Martinez assignments is the plan review of the Alhambra Highlands development project. This plan review project followed Mr. Alman and Ms. Filson to CE&G as the applicant's team did not want to lose any continuity on the plan review work that had been accomplished to date. This project is ongoing and includes a review of grading and improvement plans, landscape & irrigation plans, final map, and public water system improvements. The project includes the management of several consultants performing specialty work on this project for the City. Mr. Alman was also responsible for managing Measure M funding (Martinez's sales tax measure for pavement preservation). Mr. Alman made annual presentations to City Council regarding how and where the Measure M funds were to be spent each year. Mr. Alman prepared the City's 5-year Pavement Preservation Program directing the expenditure of Measures M & J funding as well as RMRA and HUTA gas tax funds to garner the greatest return on investment for the City. Currently, Mr. Alman is working with Matthew Feske to process a development permit, including a CEQA/NEPA environmental process for a local Martinez business to refurbish and rehabilitate an out-of-service rail spur serving their facility..

TEAM STRUCTURE, QUALIFICATIONS AND RESUMES

ORGANIZATION CHART



PROJECT MANAGERS/KEY INDIVIDUALS

The City of Saint Helena can rely on CE&G's personnel experiences with public works projects of various sizes to overcome challenges of complex projects. The proposed project managers for this contract are all highly experienced and responsible professionals who have worked directly with engineering, planning, and operations and maintenance staff from numerous local public agencies. Summaries of their experience, capabilities, and resumes are presented below and on the following pages. Resumes for all staff indicated on the org chart are available upon request.

Name Yrs Exp.	Role	Expertise
Scott Alman, PE, QSD 38 years experience	**Contract & Project Manager**	• 38 years of continuous civil engineering experience managing all types of engineering projects, including providing short- and long-term City Engineer/Director of Public Works services to municipal agencies. • Comprehensive knowledge of municipal engineering (contract City Engineer), staff augmentation, capital improvement programing, pavement preservation programing, entitlement and development engineering.
Phil Gregory, PE, GE 39 years experience	**Contract & Project Manager**	• Worked with more than 30 separate municipalities and districts within northern California • Erosion control with FEMA/FHWA funding expertise • Designer of over 150 geogrid reinforced slopes and retaining walls • Expertise in slope monitoring and risk evaluation for alternative stabilization measures
Lynne Filson, PE, TE, LS 35 years years experience	**Traffic Engineer**	• 35 years of Civil and Traffic Engineering experience in both the public and private sectors • Provided staff augmentation to various cities, work as the City Traffic Engineer for the Cities of Martinez, Dixon, and Clayton, and coordinates a large number of subdivision plan reviews • Managing contract work including signing, traffic handling, and stage construction, landscaping, utility undergrounding, irrigation, and roadway lighting. • Acquiring necessary approvals from Caltrans Local Assistance Division on federally-funded projects
Gary Mochizuki, PE, SE 46 years experience	**Structural Engineer**	• 36+ years of experience in analyzing, evaluating, and reviewing various types of structures. Gary has designed wood-framed, structural steel, reinforced concrete, post-tensioned concrete and masonry buildings for industrial, commercial and residential projects, and reinforced concrete bridges. • Forensic structural and civil engineer designated as an expert on several projects.
Matthew Feske 20 plus years experience	**Professional Planner, CEQA/NEPA Specialist**	• 20+ plus years of experience as a staff planner through executive management managing all project levels in challenging multitasking environments. Excels in focusing the efforts of diverse groups to work toward common goals with a strong ability to plan and organize while maintaining efficient control of financial and human resources. • CEQA and NEPA processes.

Name/Yrs Exp.	Role	Expertise
Chris Hockett, PE, GE 18 years experience	**Design Manager**	• 17+ years of geotechnical experience including numerous asphalt and concrete pavement design, mitigation of expansive subgrade soils, and the design of full depth reclamation section projects. • Significant experience completing geometric layout of roadways and trail facilities in conformance with the Caltrans Highway Design. • 30+ years bridge foundation and storm drain geotechnical investigation reports.
Ronaldo Longoria, PE seven years experience	**Financial Project Manager**	• Six years of professional experience providing civil engineering services for various types f public and private projects • Projects have included earthwork repairs of landslides, retaining wall design, and tieback and soil nail retaining wall design. • Providing staff augmentation services for City of Benicia's Lake Herman Dam EAP & Lake Herman Spillway projects.
Julia Halsne 25+ years experience	**Senior Emergency Planner/Trainer**	• 25+ years leading East Bay Municipal Utility District's (EBMUD) Business Continuity Program. Julia developed training and tabletop exercise programs for all levels of EBMUD, and performed risk assessments and risk analysis for all aspects of EBMUD. Julia facilitated District-wide emergency preparedness and implementation and coordinated with EBMUD's IT Department regarding disaster recovery and asset management for technology, systems, and applications.
Carolyn Harshman, CEM 46 years experience	**Emergency Planning Consultants**	• Certified Emergency Manager as conferred by the International Association of Emergency Managers • As President of Emergency Planning Consultants, Specializes in hazard mitigation planning and has completed nearly 150 FEMA-approved plans (to date) • Prior to emergency management, 20-year career as a city, regional, and redevelopment planner
Dr. William Faisst, PE 47 years experience	**William K. Faisst Consulting Engineer**	• 47+ years of diverse experience as project director, project manager and project engineer in the planning, design and construction of water and recycled water supply, treatment, and distribution facilities. Bill's potable water experience ranges from planning through design, construction support and operations consultation.
Nancy Gardiner, CPESC, QSD/P, QISP, ToR 30 years experience	**Stormwater Program Support**	• 30 years of diverse experience with stormwater permitting, water quality monitoring, TMDL compliance, and training to guide the work of the Haley & Aldrich team. She has worked with clients in every sector of the market and deeply understands the requirements of California permits, having worked on MS4 projects since the permit's inception in the early 1990s

WORKLOADS AND CAPACITY

Additional Technical Staffing

CE&G has the staff available to handle geotechnical projects on an as-needed or on-call basis. Our in-house staff of engineers and geologists are available to support the efforts of the identified key project professionals. Staff level support will be determined on the basis of the specific needs of a given project.

Current Company Workload

CE&G forecasts its workload every two weeks to determine staffing needs of projects and to allocate recourses as necessary to complete projects within the time and budget allotted. The current workload and forecast workload over the next few months indicates that CE&G personnel will be available for the City's projects. Our project managers, staff engineers, and geologists are readily able to increase their workload to accommodate additional City on-call civil engineering design services. The current and anticipated work load will allow CE&G to assign the needed personnel to a specific project/work order immediately upon being notified of a new assignment

SUBCONSULTANT DETAILS

WRA Environmental Consultants

wra Environmental Consultants

WRA is an environmental consultancy that's making a net positive impact. They are proud to be an employee-owned, certified small business (SB-PW ref. #13333) with 100 team members working from four offices in California, and a growing distributed workforce throughout the West. As a tenacious team of planners, engineers, and scientists, they partner with public agencies, non-profits, and private entities on multidiscipline projects. With more than 40 years of experience in California's diverse ecoregions, they have an understanding of the unique habitats throughout the state and the growing needs of local communities.

In the last decade, WRA has partnered with Haley & Aldrich on 9 projects, including projects for the California Coastal Conservancy, Port of Redwood City, County of Marin and Silicon Valley Clean Water.

With an office in Emeryville, WRA has extensive experience throughout the Bay Area, including over 150 projects in Solano County and more than 50 projects in the City of Vallejo. Their diverse work in the region includes biological surveys and wetland delineations, many which require permitting and CEQA, and several have included mitigation planning and design for impacts to jurisdictional wetlands, sensitive species or habitats. Some of WRA's clients include: the City of Benicia, City of Fairfax, City of Suisun City, County of Solano, WETA among many other Bay Area municipalities.

WRA's Role: CEQA/NEPA Documentation

Emergency Planning Consultants

epc emergency planning consultants

Established in 1984, **Emergency Planning Consultants (EPC)** is a Certified Small Business specializing in a full range of emergency management services supporting government entities (Federal, State, Local, and Special Districts). EPC provides all plans, training, and exercises required of a contemporary government emergency management program.

EPC's Role: Emergency Planning

EPC Comprehensive List of Agencies and Projects	
City and County Governments	*Scope of Work*
City of Clayton	*Hazard Mitigation Plan*
City of Coachella	*EOC Tabletop Exercise*
City of Hawaiian Gardens	*Hazard Mitigation Plan, Update Hazard Mitigation Plan*
City of Hermosa Beach	*Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Emergency Operations Plan*
City of Rancho Palos Verdes	*Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Multi-Jurisdictional Hazard Mitigation Plan, Continuity of Operations Plan, Update Multi-Jurisdictional Hazard Mitigation Plan*
City of Rolling Hills	*Hazard Mitigation Plan, Update Hazard Mitigation Plan*
City of Rolling Hills Estates	*Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan*
City of Vernon	*Hazard Mitigation Plan*
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District	*Hazard Mitigation Plan*
Educational Institutions	
Santa Clara County Office of Education	*Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, Site Safety Assessments, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises*
Sonoma County Office of Education	*Multi-Jurisdictional Hazard Mitigation Plan including SCOE and 38 School Districts*
Utility and Transit Providers	
Public Water Agencies Group	*Multi-Jurisdictional Hazard Mitigation Plan including (PWAG) 10 water agencies*
Non-Profit Organizations	
The Old Globe Theatre	*Site Emergency Response Plan*

Resumes

SCOTT D. ALMAN, P.E., QSD

Senior Principal Engineer

CE&G
A division of Haley & Aldrich

RELEVANT EXPERIENCE

City of Benicia, Staff Augmentation Services (2022 – Present) - City Engineer **Benicia, CA**
Scott Alman was appointed the City of Benicia's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. A recent notable project included East H Street sewer repair.

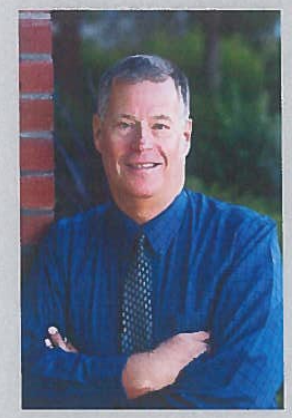
City of Pittsburg, Staff Augmentation Services (2022 – Present) - City Engineer **Pittsburg, CA**
Scott Alman was appointed the City of Benicia's City Engineer by City Manager. As the City Engineer, Scott worked directly for the Public Works Director and Engineering staff. Recent notable projects included Premier Fields Soccer Complex and the Water Treatment Plant Filter Gallery Replacement.

City of Dixon, Staff Augmentation Services (2014 – Present) - Director of Utilities / City Engineer **Dixon, CA**
Scott Alman was appointed the City of Dixon's Director of Utilities / City Engineer by City Council action. As the Director / City Engineer, Scott worked directly for the City Manager, Jim Lindley, and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly executive staff meetings. In addition to these City Engineer functions, Lynne Filson, P.E. was the City's contract Traffic Engineer, responsible for signals, signage and striping of the City's street infrastructure.

City of Martinez, City Engineer **Martinez, CA**
Scott Alman was appointed the City of Martinez's City Engineer by City Council action. As the City Engineer, Scott Alman worked directly for the City Manager, Eric Figeuroa and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, Measure M and Measure J funds, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall. In addition to these City Engineer functions, Lynne Filson, P.E. was the City's contract Traffic Engineer, responsible for signals, signage and striping of the City's street infrastructure.

City of Clayton, City Engineer **Clayton, CA**
Scott Alman was appointed the City of Clayton's City Engineer by City Council action. As the City Engineer, Scott Alman worked directly for the City Manager and was responsible for the City's Encroachment and Utility permit programs, Capital Improvement Program and budgets, assessment district administration and operations, pavement management, and all development review within the City. Scott attended City Council meetings as necessary and attended weekly staff meetings at City Hall. In addition to these City Engineer functions, Lynne Filson, P.E. was the City's contract Traffic Engineer, responsible for signals, signage and striping of the City's street infrastructure.

Cities of Clayton, Martinez, Pittsburg: Pavement Repairs (2021)Various, CA
While at the Cities of Clayton and Martinez, Scott Alman suggested connecting pavement repair projects to facilitate greater contractor interest for smaller projects. The idea was well received by the City of Pittsburg. Scott's team prepared plans and specifications for the three city pavement repair project that reduced design costs and promoted competitive bidding.



CERTIFICATIONS
California Civil Engineer No. 48104
Qualified SWPPP Developer (QSD)

YEARS OF EXPERIENCE
39 (2 with CE&G)

EDUCATION
B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo, 1984

ACCOMPLISHMENTS
-40-hour HAZWOPER
-8-hour HAZWOPER Annual Refresher
-California Construction General Permit Training
-Environmental Remediation
-Project Controls
-Project Management

SCOTT D. ALMAN, P.E., QSD, SENIOR PRINCIPAL ENGINEER

City of Dixon, 2020 Pavement Preservation Dixon, CA
Project Manager. Scott reviewed StreetSaver anticipated street segments and proposed treatments. Based on field observations and the City's desired split between maintenance and rehabilitation, made recommendations to the City for alternate improvements. Oversaw preparation of plans, specifications and estimeate for the pavement preservation project. The project consisted of approximately 15,000 linear feet of roadway maintenance included crack sealing, dig-outs at base failures, slurry seals, and two-layer and three-layer microsurfaceing treatments. Where feasible, the striping was upgraded for pedestrian, bicycle, and vehicular safety. The services provided included bid support and design services during construction, and overseeing project management and inspection services.

City of Martinez,
2021 Pavement Preservation Martinez, CA
Project Manager. Scott reviewed anticipated street segments and StreetSaver proposed treatments. Street segments were mapped and adjusted based on dessired split between maintneance and rehabilitation as well as grouping for ease of constuction and public perception. Based on observations and grouping strategy, made recommendation to the City for alternate improvements. Scott oversaw the preparation of the plans, specifications and estimate package prepared for project bidding. The project consisted of 46,550 linear feet of roadway maintenance included crack sealing, dig-outs at base failures, slurry seals, two-layer and three-layer microsurfaceing treatments, two inch and four inch overlays, an reconstruction. Where feasible, the striping was upgraded for pedestrian, bicycle, and vehicular safety. The services provided included bid support.

City of Clayton,
2020 Pavement Preservation Project Clayton, CA
City Engineer/Project Manager. Scott reviewed anticipated street segments and StreetSaver proposed treatments. Based on field observations, made recommendations to the City Council for alternate improvements. Scott oversaw the preparation of the plans,specifications and estimate bid package as well as the bid and project award process through City Council. The project consisted of 9,700 linear feet of roadway maintenance included crack sealing, dig-outs at base failures, slurry seals, two-layer microsurfaceing treatments, and a four inch overlay section. Where feasible, the striping was upgraded for pedestrian, bicycle, and vehicular safety. The services provided included construction support and construction inspection.

County of Placer, Bickford Ranch Development Project Placer County, CA
Project Manager/Plan Check Engineer. Bickford Ranch is a large, up-scale, master-planned community in southern Placer County. Provided day-to-day project management and plan review services on behalf of the County.

City of Rocklin,
Whitney Oaks Development Project Rocklin, CA
Plan Check Engineer. Whitney Oaks is a large, up-scale, master-planned development.

Directly responsible for facilitation of all plan check and engineering approvals for the development on behalf of the City.

City of Hercules,
Public Works Services Hercules, CA
Associate Engineer. Projects included multiple single-family development projects, two new school sites, and commercial projects such as a new fast-food restaurant. Responsible for the City's Engineering and Storm Water (NPDES) Divisions. Authored the City's original stormwater program as a member of the Contra Costa Clean Water Program. Managed and implemented the stormwater program including best management practices, funding, and annual reporting. Managed and implemented the annual City-wide Capital Improvement Program including the City's pavement management program. Directly responsible for the entitlement, plan and map checking, bonding, and bond release of all development work entitled through the City's processes.

City of Clayton,
Staff Augmentation Services (2017) Clayton, CA
Served as City Engineer reporting directly to the City Manager. Operational responsibilities included: management of engineering entitlements for all development city-wide; Capital Improvement Plan and Projects; Encroachment Permit Program; and, implementation of city utility undergrounding districts and General Manager of the Oakhurst Geological Hazard Abatement District (GHAD).

City of Hercules –
Associate Civil Engineer Hercules, CA
Authored the City's initial NPDES permit and assembled the City's initial NPDES program. Hercules was one of the eighteen cities in Contra Costa County to band together to create the county-wide NPDES permit that has since become the Contra Costa Clean Water Program. City's voting member to the Contra Costa Clean Water Program. Day-to-day operations of the NPDES program included implementation of the annual catch basin testing and cleaning program, Revisions to the existing Grading Ordinance to bring into compliance with the new NPDES Permit requirements. Establishing initial erosion control requirements, specifications and details, and plan checking of all proposed development to assure that erosion protection was properly implemented and the new Grading Ordinance was properly followed. Field inspection of erosion protection measures to determine that they were properly installed and maintained during the construction of the various development projects. Preparation of the City's Annual NPDES Report to the Clean Water Program and to the Regional Board.

LYNNE FILSON, P.E., T.E., L.S.

Principal Traffic/Civil Engineer

CE&G
A division of Haley & Aldrich

RELEVANT EXPERIENCE

City of Clayton, Various Projects **Clayton, CA**
Assistant to the City Engineer. As a part of the team providing civil and traffic engineering services to the City of Clayton, Lynne gained the praise of the Police Department with quick responses. In addressing their concern about the lack of signing at right-turn-only lanes, she used her knowledge of the California Vehicle Code and California Manual of Uniform Traffic Control Devices sections that state that the additional signage was not needed. In response to a citizen request regarding signal timing at an intersection on Clayton Road, Lynne went to the intersection, reviewed the timing card, made the adjustment on the controller, signed the event log, and called Contra Costa County Signal Maintenance (who provides signal maintenance to Clayton) to inform them of the situation.

City of Dixon, Staff Augmentation **Dixon, CA**
With knowledge of traffic engineering and municipal processes, Lynne was able to "hit the road running" with staff augmentation services for the City of Dixon, who lost their Senior Engineer to Solano County. Tasks included the review of the development and CIP plans, researching and analyzing traffic issues, and preparing staff reports to the Transportation Advisory Committee and the City Council. When their new Engineer (from out-of-state) began, she provided assistance bringing her up to speed with the City of Dixon, Solano County, and State of California standards and requirements.

City of Santa Cruz, Wharf and Depot Roundabouts **Santa Cruz, CA**
Project Manager/Project Engineer. At two of the City's highest-profile and busiest intersections, the City selected roundabouts as preferred transportation upgrades following an extensive public review process of options to improve traffic flow and safety at the intersections. Lynne was responsible for taking conceptual geometric designs for the wharf and depot roundabouts and creating full construction plans, specifications, and cost estimates. The wharf roundabout had complexities including a railroad line running through the project, a two-directional bike lane, adjacent parking lots with driveway conflicts (including one with pay kiosks), and major unmapped drainage facilities. The depot roundabout included steep grades requiring the modification of a major retaining wall and creative ADA design, relocation of the entry arch into the depot parking lot, and overhead utility conflicts. The Beach Area Roundabout won the Outstanding Local Streets and Roads Project from the League of California Cities in 2016.

Shea Homes, Mountain House (San Joaquin County) **Mountain House, CA**
Traffic Engineer/Civil Engineer. Mountain House is a master-planned community in San Joaquin County. After approval of the conceptual layout of the project and determination of the needed infrastructure, the next step was the actual design of the community. Lynne was actively involved in this step of the project and prepared a number of the tentative maps, final maps, and grading and improvement plan sets for the various subdivisions. She prepared or reviewed the traffic engineering design for all of the subdivisions of the Mountain House development. These plans included signing and striping, traffic signals, and lighting. She also prepared timing cards for the traffic signals and provided signal turn-on support.

City of Antioch, Antioch Local Hazard Mitigation Plan **Antioch, CA**
Project Manager. The Disaster Mitigation Act (DMA) is federal legislation that establishes a pre-disaster hazard mitigation program and new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). To comply with the legislation, many local jurisdictions and special districts partnered with Contra Costa County to prepare a County-wide plan with chapters or "Annexes" for each local agency. Lynne represented the City of Antioch in this effort and prepared the City-specific sections of the plan.



CERTIFICATIONS
CA Land Surveyor No. 7719
CA Civil Engineer No. 45681
CA Traffic Engineer No. 1570

YEARS OF EXPERIENCE
36 (2 with CE&G)
(16 year in the private sector,
19 years municipal sector)

EDUCATION
BS, Civil Engineering,
University of Wyoming
College of Engineering and
Applied Sciences

LYNNE FILSON, P.E., T.E., L.S., PRINCIPAL TRAFFIC/CIVIL ENGINEER

Stations Casino, Thunder Valley Casino Expansion offsite Improvements **Placer County, CA**
Project Engineer. As traffic mitigation for the expansion of the Thunder Valley Casino in Placer County, Stations Casino was required to widen a half-mile of Athens Avenue and approximately a third of a mile Industrial Avenue in the vicinity of the project, modify the signal at the intersection of Athens and Industrial, install two new signals on Athens Avenue at the project entrances, and construct Thunder Valley Court. Lynne was the project manager/design engineer for the offsite improvements. Plan elements included modifying railroad crossing, drainage improvements, wetlands avoidance/mitigation, and construction staging with high volumes of Casino patron traffic and Casino Expansion construction traffic.

City of Tracy, Grant Line Road Widening and Improvement **Tracy, CA**
Project Manager. At one time, Grant Line Road was a two-lane rural road. As the City of Tracy grew, development along the roadway was required to construct frontage improvements consistent with a 4 lane divided (two-way left-turn lane) road. The mile-long stretch between Bessie Avenue and MacArthur Drive had a wide variety of cross-sections due to the sporadic improvements. The project widened the road to a consistent 4 lane road with two-way left-turn lanes transitioning into landscaped medians with left-turn lanes at the intersections. The entire project included bike lanes, curb, gutter, 10' sidewalks, and street lighting. Upgrades were needed to several traffic signals and the railroad crossing. In addition, the water and sewer lines in this stretch were very old and undersized. Improvements to these utilities were included in the project. As the project manager, Lynne coordinated the various disciplines working on the project as well as the City, Southern Pacific Railroad, the California Public Utilities Commission, the commercial businesses, daycares, churches, apartment managers along the route, and the franchise utilities.

City of Antioch, Lighting and Landscape Maintenance Districts **Antioch, CA**
Engineer of Work. The City of Antioch assesses property owners a total of $2M to $3M each year for Lighting and Landscape Maintenance. This money is used to fund a portion of the Parks Division of the Public Works Department and Landscape Contractors that maintain the parks, medians, and rights-of-way. During Lynne's tenure at the City of Antioch, one of her responsibilities was to prepare Engineer's Report for the various Lighting and Landscape Districts which included estimates of end of year balances, proposed budgets, determining assessments, and present findings to the City Council.

City of Antioch, Wild Horse Road/Folsom Drive Signal Installation and L Street/W, Tenth Street Signal Modification **Antioch, CA**
Project Manager/Project Engineer. The new signal at the intersection of Wild Horse Road/ Folsom Drive was at an existing location near a school with high pedestrian and bicycle volumes, old curb ramps, and some (undocumented) signal conduits. The intersection of West 10th Street/L Street was an existing intersection with limited right-of-way and no immediate plans for widening. The E/W directions have one lane approaches with heavy left-turn traffic. The modification was to add permissive/protective phasing in the peak directions based on time of day. As the design engineer of the two-intersection project, Lynne conducted field reconnaissance, prepared the conceptual design, PS&E, bid coordination, contract management, signal timing, and project closeout.

City of Cupertino, Signal Designs for the Apple "Space Ship" Headquarters **Cupertino, CA**
Traffic Engineer/Signal Designer. As a sub-consultant to the Civil Engineer for the new Apple Headquarters, Lynne was the signal designer for two City of Cupertino signal modifications, two signals in the tunnels leading into the underground parking structure, two signals in the underground parking structure, and two signals on the access road to the exterior parking lot. At many of these locations, the signals were located on the only way into or out of the underground parking structure—it was critical to minimize the potential for a collision. Since the ceiling in the tunnel and parking structure were low and concrete walls were blocking the sight distance of conflicting traffic, she felt it was essential to "over-design" the signals by providing near and far side signal indication for each lane. The project had some other interesting quirks, such as no logical location for signal controllers (Lynne was finally able to convince the architect that it would not work without them), no place to put poles (all heads attached to the ceiling), and providing video surveillance to the security office.

City of Clayton, 2020 Pavement Preventative Maintenance Project **Clayton, CA**
Project Engineer. Lynne reviewed anticipated street segments and StreetSaver proposed treatments. Based on observations, recommendations were made to the City for alternate improvements. Lynne prepared the specifications and oversaw the design of the plans for the pavement preservation project. The project consisted of 9,700 linear feet of roadway maintenance included crack sealing, dig-outs at base failures, slurry seals, two-layer microsurfaceing treatments, and a four inch overlay section. Where feasible, the striping was upgraded for pedestrian, bicycle, and vehicular safety. The services provided included bid support.

GARY MOCHIZUKI, PE, SE

Principal Structural Engineer

CE&G
A division of Haley & Aldrich

RELEVANT EXPERIENCE

Currently Mr. Mochizuki is a forensic structural and civil engineer designated as an expert on several projects representing Plaintiffs, Developers, General contractors, Sub-contractors and Insurance Companies. Notable projects include: Levi Stadium, San Francisco Transbay Terminal, Los Angeles Mission Community College, South San Francisco Unified School District, University of California, Santa Cruz. His charges include testing the effects of extended periods of wood wetting on the strength of manufactured wood products, observing and reviewing tests of high strength wood shear walls and reviewing changes to the load capacity tables. He also is a subject matter expert in Earthquake Engineering for the Federal Emergency Management Agency (FEMA) and he teaches the Structural Timber design course at the University of California at Berkeley.

Most Recently, Mr. Mochizuki has been developing new wood and steel lateral force resisting systems. Included in his duties was the review of existing and proposed systems worldwide, as well as proposing new systems, performing finite element non-linear analyses and testing of the systems, and developing design procedures. He also helped construct, observed and reviewed the recent shake table testing of the full scale 4 story soft story building retrofitted with CLT panels and the full scale 2-story CLT building for the NHERI Tall Wood Project and he also was a member of several wood committees, code task groups, and publication review panels.

Prior to the most recent experience, Mr. Mochizuki had more than thirty years of experience in the analysis, design, evaluation, and design review of various types of structures. He has designed wood framed, structural steel, reinforced concrete, post-tensioned concrete and masonry buildings for industrial, commercial and residential projects as well as reinforced concrete bridges. Among the projects he has been in responsible charge of are: the design of several 150-unit wood frame hotels; several wood frame shopping centers up to 15,000 square feet; several houses up to 9000 square feet; wood frame apartment complexes up to 110 units; post-tensioned concrete garage slabs up to 30,000 square feet supporting three stories of wood framed apartments; 15,000 square feet reinforced concrete garage slab supporting four stories of wood framed apartments; and steel and wood framed office buildings up to 18,000 square feet.

Mr. Mochizuki is also quite knowledgeable in earthquake engineering and the seismic renovation of buildings and bridges. He has analyzed large reinforced concrete and structural steel buildings. He also has designed seismic renovations for unreinforced masonry buildings; steel naval facilities; reinforced concrete hospital buildings; and wood framed buildings. Mr. Mochizuki has designed several foundation repairs and earthquake damage repairs for wood framed houses. He has also analyzed and designed seismic retrofits for existing concrete bridges, houses, and apartment buildings. In addition, Mr. Mochizuki has performed earthquake or foundation movement damage assessments on hundreds of residences and small commercial buildings.

Mr. Mochizuki has also been retained as an expert witness in Structural Engineering including nearly a dozen single-family residence projects, a commercial-retail building project, a 31 unit and a 63-unit condominium project, a 132-unit apartment complex project, and a massive complex steel framed bus terminal. He has also served on the Structural Advisory Committee for the City and County of San Francisco for the structural review of a proposed 101-unit apartment complex. Mr. Mochizuki was also a member of the Task Group to Recommend Changes to the Structural Damage Repair portion of the 2007 San Francisco Building Code.



CERTIFICATIONS

Structural Engineer, CA S3164
Civil Engineer, CAC30684
LEED AP, 2009

YEARS OF EXPERIENCE

46 (1 with CE&G/H&A)

EDUCATION

M.S. Structural Engineering, University of California at Berkeley, 1977
B.S. Civil Engineering, University of California at Berkeley, 1976

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction (AISC)
American Society of Civil Engineers (ASCE)
American Plywood Association (APA)
Applied Technology Council (ATC)
American Wood Council (AWC)
Natural Hazards Engineering Research Infrastructure (NHERI)
Pacific Earthquake Engineering Research Center (PEER)
Structural Engineers Association of California (SEAOC)
Structural Engineers Association of Northern California (SEAONC)

GARY MOCHIZUKI, PE, SE, PRINCIPAL STRUCTURAL ENGINEER

Mr. Mochizuki is also quite knowledgeable in earthquake engineering and the seismic renovation of buildings and bridges. He has analyzed large reinforced concrete and structural steel buildings. He also has designed seismic renovations for unreinforced masonry buildings; steel naval facilities; reinforced concrete hospital buildings; and wood framed buildings. Mr. Mochizuki has designed several foundation repairs and earthquake damage repairs for wood framed houses. He has also analyzed and designed seismic retrofits for existing concrete bridges, houses, and apartment buildings. In addition, Mr. Mochizuki has performed earthquake or foundation movement damage assessments on hundreds of residences and small commercial buildings.

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Mr. Mochizuki is a past member of the board of directors of the Structural Engineers Society of Northern California (SEAONC) and is a past chairman of SEAONC's Seismology Committee and he is also currently the chairman of the Structural Engineers of California (SEAOC) Seismology wood frame-subcommittee where he made recommendations to the San Francisco Department of Building Inspection (SFDBI) for their Administrative Bulletin for Continuous Rod Tiedowns for tall wood framed shear wall buildings. Mr. Mochizuki's involvement includes the evaluation, and revision to the seismic provisions of various building codes including the International Building Code, and the rewriting of the SEAOC Recommended Lateral Force Requirements. Mr. Mochizuki's charges also include the monitoring of on-going tests throughout the nation of wood and cold formed steel lateral force resisting elements.

Mr. Mochizuki acted as the SEAOC representative on the advisory committee for the Consortium of Universities for Research in Earthquake Engineering (CUREe) wood frame testing program and acted as a peer reviewer for the lateral load design and special consultant during construction for the Network for Earthquake Engineering Simulation (NEES) Wood Project 6 story wood framed Capstone Building. He was the lead consultant for the seismic design of the full-scale earthquake testing of the NEES soft story wood frame buildings. Mr. Mochizuki was also a member of FEMA's Building Seismic Safety Council Wood Sub-Committee with the task of updating the National Earthquake Hazards Reduction Program Seismic Recommendations and the American Society of Civil Engineer's ASCE 41-13 and 41-23 Seismic Rehabilitation of Existing Buildings. As a member of the Earthquake Engineering Research Institute (EERI), Mr. Mochizuki has participated in the walk-by surveys to identify the soft story buildings in San Francisco and Berkeley, CA and the unreinforced concrete moment frame buildings in San Francisco, CA, and has investigated the damage immediately following the Napa 2014 earthquake.

Mr. Mochizuki teaches the timber design course in the Structural Engineering Division at the University of California at Berkeley and was an instructor for the review class for the State of California Structural Engineering Exam.

Publications:

Pryor, Montague, Ding, Mochizuki, "Detailing for Increased Capacity of Tension-Only Steel Anchor Rods Embedded in Elevated Concrete Slabs," 2016 SEAOC Convention, October 2016

Van de Lindt, Bahmani, Mochizuki, Iqbal, et. al., "Observed Performance of Soft-Story Woodframe Building Retrofitted with CLT Rocking Walls," 14th World Conference on Timber Engineering (WCTE), August 2014

Bahmani, van de Lindt, Mochizuki, Pryor, et. Al., "Experimental Seismic Collapse Study of a Full-Scale, 4-Story, Soft-Story, Wood-Frame Building," Journal of Architectural Engineering, ASCE, 2014.

Van de Lindt, Bahmani, Mochizuki, Rammer, et. al., "Experimental Seismic Behavior of a Full-Scale Four-Story Soft-Story Wood-Frame Building with Retrofits. II: Shake Table Test Results," Journal of Structural Engineering, ASCE, December 2014.

Jennings, van de Lindt, Ershad, Mochizuki, et. al., "Retrofit of a soft-story woodframe building using SMA devices with full-scale hybrid test verification," Engineering Structures, Journal of Engineering Structures, September 2014.

CHRIS HOCKETT, P.E., G.E.

Principal Engineer

CE&G
A division of Haley & Aldrich

RELEVANT EXPERIENCE

Tuolumne Storm Damage Road Repairs **Tuolumne Co., CA**
Principal-in-Charge for emergency storm damage repair projects under an on-call contract with Tuolumne County. The project consisted of stabilizing Buchanan Lane, Italian Bar Road, and Marshes Flat Road using gabion baskets, Hilfiker retaining walls, and a reinforced concrete retaining walls with ground anchors and soil nails. The project also included periodic UAS flights to evaluate the extent of the damage and to monitor construction progress the installation of rock fall netting on the upslope side of Marshes Flat Road. Mr. Hockett managed civil design, provided technical review, and supervised construction management services.

Rifle Range Road Stabilization **Richmond, CA**
Lead Civil and Geotechnical Engineer for the City of Richmond provided geotechnical engineering and structural design services for a roadway a landslide had destabilized and caused the loss of pavement on the downslope of the roadway. Geotechnical analyses, foundation reports, and PS&E.

Crothers Road Stabilization Feasibility Study **San José, CA**
Project manager and lead engineer for the study of a geotechnical evaluation for reopening an approximately 300-foot long section of Crothers Road that traverses an active landslide mass. Conducted slope stability analyses for evaluating the stability of current slope configuration and four proposed landslide stabilization design alternatives. Completed constructability evaluation of proposed stabilization design alternatives and prepared preliminary cost estimates for feasible design alternatives.

Emergency Response - Roadways **Alameda Co., CA**
Project Manager under an on-call contract with Alameda County for seven emergency site assessments after the 2016-2017 storms. The damage included: two debris flows on Kilkare Road, rockfall on Palomares Road, a sinkhole on Palomares Road, a landslide on Koopman Road, and creek bank erosion adjacent to Foothill Road and Palomares Road. CE&G prepared a site assessment report for each site. Each site assessment report included discussing the cause of the damage, emergency opening and permanent restoration recommendations, and conceptual plans and estimates. These reports assisted the County in obtaining FEMA funding.

Delta De Anza Trail **Concord, CA**
Project Engineer for geotechnical study and report designing a new 3,860-foot long trail section with a city park and along the top of a USACE certified levee for East Bay Regional Park District. The geotechnical investigation included the drilling of 10 borings, laboratory testing, geologic mapping, and preparation of geotechnical and pavement design recommendations.

Alameda Point Bay Trail **Alameda, CA**
Provided geotechnical engineering and pavement design services to the East Bay Regional Park District to develop a 2,500 foot long Alameda Point segment of the Bay Trail. Provided geotechnical engineering assessments of existing conditions and made recommendations for pavement structural sections for the new portion of the Bay Trail between Alameda Park and the old marina located east of the intersection of West Hornet Avenue and Ferry Point in Alameda, California.



CERTIFICATIONS
Ca Civil Engineer No. 71938
Ca Geotechnical Engineer No. 2928

YEARS OF EXPERIENCE
17 (17 with CE&G)

EDUCATION
M.S., Civil Engineering, San Jose State University, 2008
B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo, 2004

ACCOMPLISHMENTS
- Preparation of plans, specifications, and engineer's estimates for public works projects
- Development of geotechnical data and design reports and PS&E for trenchless pipelines
- Caltrans foundation design reports for bridges
- Three-dimensional modeling of roadway corridors, retaining walls, and earthwork operations
- Invited lecturer to teach Alameda County staff CE&G's floodwall design process
- Geogrid-reinforced earth embankments and segmental retaining wall designs

embankments and segmental retaining wall designs.

CHRIS HOCKETT, P.E., G.E., PRINCIPAL ENGINEER

Mountain View Pavement **Mountain View, CA**
Completed design services for geologic and geotechnical subsurface exploration and pavement design for pavement rehabilitation projects along three city streets. Reconstruction of the existing curbs, gutters, and asphalt pavement along segments of the three streets.

Claremont Avenue Slope Stabilization **Oakland, CA**
Provided civil and geotechnical design services to stabilize Claremont Avenue after two landslides occurred below the roadway. The repair consisted of cast-in-drilled-hole concrete stabilization piles connected at the top with a concrete pile cap and curb.

Power Avenue and California Avenue **Pittsburg, CA**
Completed a geotechnical exploration and report for the overlay and reconstruction of portions of Power Avenue and California Avenue. Subsurface exploration and recommendations for the design and construction of the fast-tracked pavement rehabilitation project.

Pleasant Hill Road Cut Slope Stabilization **Lafayette, CA**
Project Engineer for the embankment stabilization project constructed above the west side of Pleasant Hill Road north of Rancho View Road in Lafayette, California. Site visits and calculations, plans, and specifications for a soldier pile and wood lagging retaining wall constructed as part of this project.

St. Mary's Road Landslide Repair **Lafayette, CA**
Project Engineer for landslide repair project below St. Mary's road. Completed a geotechnical investigation, prepared calculations, and developed plans, specifications, and an engineer's estimate to stabilize the slope below the roadway. The repair consisted of a 6-foot tall soldier pile and wood lagging retaining wall with a 24 foot tall 1.85H:1V (horizontal: vertical) geogrid-reinforced embankment above to backfill the zone depletion left by the landslide. Construction administration services provided.

Vasco Road Safety Improvements **Livermore, CA**
Project Engineer for geotechnical design services provided to Alameda County Public Works Agency for realignment of approximately 3/4 mile of major roadway between eastern Alameda and Contra Costa counties. Design of a 36-foot tall geogrid reinforced segmental block retaining wall and several reinforced soil slopes and preparation of specifications and estimates for the geotechnical aspects of the project.

Tunnel Road Stabilization **Oakland, CA**
Lead Engineer developed plans, specifications, and construction cost estimate to stabilize Tunnel Road. A debris flow removed the upper two to three feet of residual soil mantle on the face of the embankment supporting the roadway. Designed a soldier pile and wood lagging retaining wall as part of the stabilization project for the City of Oakland.

Bailey Road Embankment Stabilization **Pittsburg, CA**
Project Engineer and Lead Designer to stabilize the embankment below the northbound lane of Bailey Road adjacent to Lawlor Creek in Pittsburg, California. This project was a privately funded job in cooperation with Contra Costa County. Stabilized the embankment with a steel beam and wood lagging retaining wall with tieback anchors, constructed the cast-in-place concrete piles in two shorter pieces with a steel spiral cage and the steel beam in the upper portion due to overhead power line constraints.

San Francisco Bay Trail – George Miller Trail **Port Costa to Martinez, CA**
Project Manager for geotechnical investigation, geologic mapping, value engineering, and Caltrans geotechnical design and materials report constructing a 1.7-mile segment of the San Francisco Bay Trail. Subconsultant on behalf of the East Bay Regional Parks District. The geotechnical investigation included 47 borings using hollow stem auger and wireline rock coring techniques. Completed environmental sampling in one boring near a known plume of contaminants from an abandoned Navy fueling facility. Included over 40 remedial stabilization measures in areas of embankment creep, landslides, and upslope raveling consisting of soldier pile and wood lagging retaining walls, debris walls, stabilization piles, and geogrid-reinforced subgrade.

Petersen Road **Suisun City, CA**
Project Manager and Lead Engineer conducted geotechnical explorations and reconstruction along Petersen Road for the County of Solano. Reconstructed the asphalt concrete pavement and widening the roadway by approximately 20 feet. Full-depth reclamation (FDR) of the existing roadway to reconstruct the new road. Enabled the recycling of 100 percent of the existing asphalt concrete and road base material to create a stabilized base material topped with hot mix asphalt.

Google San Francisco Bay Trail Resurfacing **Sunnyvale, CA**
Completed geotechnical explorations and laboratory testing, along with construction observations and testing, along the San Francisco Bay Trail between Crittenden Avenue and Highway 237 in Mountain View and Sunnyvale. Site reconnaissance, field explorations, 12 shallow hand-dug test holes, a laboratory testing program, engineering evaluations, and conclusions and recommendations on the geotechnical engineering aspects of the project. Resurfaced approximately 6 miles of the trail, which was situated on top of levees and surfaced with gravel. The trail was resurfaced with an additional aggregate base as required to support vehicular and PG&E traffic and then capped with a smooth aggregate wearing course consisting of stabilized quarry fines. Performed materials tests in general conformance with Caltrans Test 301.

RONALDO A. LONGORIA, P.E.

Senior Engineer

CE&G
A division of Haley & Aldrich

RELEVANT EXPERIENCE

Lake Herman Spillway Analysis and Downstream Impacts **Bencia, CA**
Benicia has requested that CE&G prepare volumetric flow estimates to determine the stage capacity of the existing concrete spillway for Lake Herman, and to further estimate the potential downstream effects of this spillway flow. While a dam break study has previously been completed by others, it is currently not clear if the normal spillway discharge impacts have been recently evaluated. CE&G will complete the spillway hydraulic study to determine peak discharge along with depth and velocity of the discharge. Thereafter, the hydraulic study will use this peak stage discharge data to develop normal inundation limits and evaluate potential impacts to the infrastructure located downstream of the spillway. The project consists of two tasks: Task 1 – Hydrology and Hydraulics Study – Weir Peak Stage Discharge and Spillway Capacity Evaluation; and Task 2 – Inundation Mapping and Preliminary Hazard Classification.

Rudgear Drive Retaining Wall Replacement **Walnut Creek, CA**
Lead Design and Construction Manager, on behalf of the City of Walnut Creek, to replace a failing retaining wall with a soldier pile retaining wall with tieback anchors to stabilize a private property affected by a previous landslide in Walnut Creek, California. Work included reviewing published geotechnical data, geotechnical anlaysis and design, pre-construction meeting coordination, periodic site inspection and testing required during construction, materials submittal review and approval, providing RFI responses to contractor and coordination of a project closeout meeting.

Scenic Drive Repair and Reconstruction Project **La Honda, CA**
Provided civil and geotechnical design services to stabilize Scenic Drive after alandslide occurred in 2017 that closed portions of Scenic Drive in La Honda, California. The repair consisted of major grading, soldier pile with tieback anchors retaining walls, segmental block retaining walls, drainage improvements, and road reconstruction. Work included civil and geotechnical engineering design and preparation of PS&E.

Levee Protection Planning and ImprovementsFoster City, CA
Provided construction management services, as subconsultants, to the City of Foster City for the levee protection planning and improvements project started in 2020. Work included periodic site visits and documentation of progress, supplemental constructability review, assistance with coordination of general contractor, and subcontractors, review field test results and protocols, and assisting UAS team with scheduling and periodic drone flyovers.

Retaining Wall Replacement and Drainage Improvements **Mill Valley, CA**
Provided geotechnical engineering design for the replacement of a failing retaining wall and drainage improvements required on a private property located in Mill Valley, California. Services included hydraulic and structural design, preparation of construction documents, and assistance during the project approval processes.

Phase 1 and 2 Flood Channel Repairs **Dublin & Pleasanton, CA**
Provided construction management services to the Zone 7 Water Agency for Phases 1 and 2 repairs to 45 channel bank failures that resulted from the 2016-2017 storms. Services include daily observations and documentation of progress, assistance with coordination of Zone 7 staff, general contractor, and subcontractors, coordinate weekly meetings in CM's absence, review field test results and protocols, and assisting UAS team with scheduling and periodic drone flyovers. The awarded construction contracts were approximately $7 million. The two phases were completed in 2018 and 2019.



CERTIFICATIONS
CA Civil Engineer No. 90204
Certified Commercial 107
UAS Pilot No. 4224500

YEARS OF EXPERIENCE
7 (4 with CE&G)

EDUCATION
B.S., Civil Engineering, Monterrey Institute of Technology and Higher Education, 2014

ACCOMPLISHMENTS
-Proficiency with engineering design softwares including Autocad, Civil 3D, Microstation, and Geopak
-One year of experience as a Surveyor Technician
-Geotechnical Construction Management experience with CE&G
-8-hour Confined Spaces Training

RONALDO A. LONGORIA, P.E., SENIOR ENGINEER

DSRSD Investigation of WWTP Basin 2 Distress
Provided geotechnical engineering services related to failing concrete slabs located on Holding Basin 2 as part of the Dublin-San Ramon Services District Waste Water Treatment Plant in Pleasanton, California. Services included reviewing existing data, field mapping and classification of concrete distresses, and the preparation of a summary investigation memorandum presenting short and long-term repair measures with recommended repair limits.

DSRSD Reservoir Access Roads Pavement Services
Provided pavement engineering services for highly distressed access roads to the Dublin-San Ramon Services District. Services included reviewing existing data, pavement distresses classification, and providing different repair alternatives together with cost-benefit analyses for each road.

Tuolumne County Road Storm Damage Repairs **Tuolumne County, CA**
Providing civil and construction management services in support of Buchanan Lane, Italian Bar Road, and Marshes Flat Road Repairs as part of an on-call contract with Tuolumne County. Staff Engineer assisting Principal Engineers with technical review services, FEMA grant funding assistance, and construction administration services.

Arroyo De La Laguna Embankment Stabilization **Pleasanton, CA**
Providing construction Provided construction management services to the Zone 7 Water Agency for an embankment stabilization project that resulted from the 2016-2017 storms. Services include daily observations and documentation of progress, assistance with coordination of Zone 7 staff, general contractor, and subcontractors, coordinate weekly meetings in CM's absence, and review field test results and protocols. The project was completed in October 2017.management services to the Zone 7 Water Agency for an embankment stabilization project that resulted from the 2016-2017 storms. Daily observations and documentation of progress, assistance with coordination of Zone 7 staff, general contractor, and subcontractors, coordinated weekly meetings in CM's absence, and review field test results and protocols. The project was completed in October 2017.

Dublin Crossing Construction Inspections & Observations **Dublin. CA**
Provided construction management services to the City of Dublin during the construction of the water distribution system of the Dublin Crossing Subdivision. Services include full-time observations during RCP pouring and documentation of progress, assistance with coordination of City of Dublin staff, general contractor, and subcontractors, and review field test results and protocols.

Zone 6 Interior Channel Improvements **Fremont, CA**
Provided civil and geotechnical design services for the channel widenning improvements between I-880 and Cushing Parkway in Fremont, California. The improvements consisted of floodwalls with varying configurations, existing levee degrade, multiple pipe penetration and construction of maintenance bridges and access roads. Work included collecting published geotechnical data, retaining walls design, and preparation of PS&E.

San Ramon, CA

Park Avenue Embankment Repairs **Capitola, CA**
Lead Constrution Manager, on behalf ot he City of Capitola, the project consisted of the construction of a geogrid reinforced slope and reconstruction of outer and bike lanes below Park Avenue in the City of Capitola, California. The damage was caused by a storm in February of 2017 and it extended for approximately 1200 feet. Tasks included preparation and management of construction documents in accordance with the Caltrans LAPM, conducting a pre-construction meeting, periodic site inspection, overseeing and reviewing results of all the testing compiled by others, materials submittal review and approval, providing RFI responses to contractor, progress payment reports review, and preparation of project closeout binder.

Slope Stabilization Project at 796 and 802 Cary Drive **San Leandro, CA**
Lead Construction Manager, on behalf of Alameda County, constructed a soldier pile retaining wall with tieback anchors to stabilize two private yards affected by a previous landslide in San Leandro, California. Obtained all the permits needed for the project, a pre-construction meeting coordination, periodic site inspection and testing required during construction, materials submittal review and approval, providing RFI responses to contractor, progress payment reports review, and coordination of a project closeout meeting.

Anderson Reservoir Rim Documentation **Morgan Hill, CA**
Provided on-site observations and documentation of the evolution of scarps and cracks along areas previously identified as active landslide areas during the process of emptying the reservoir for major improvements to the dam. Work included periodic site visits where scarps & cracks were measured to be compared and geospacial coordinates were collected at main points of interest and preparation of Findings Reports.

Golden Gate Bridge Toll Gantry **San Francisco, CA**
Provided civil and geotechnical design services related to design and construction of a new All Electornic Tolling (AET) toll gantry structure for the Golden Gate Bridge Highway and Transportation District. Work included collecting published geotechnical data, pavement design, and providing construction recommendations.

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Web: www.carolynharshman.com



CAROLYN J. HARSHMAN, MPA, CEM

EDUCATION

MASTER OF PUBLIC ADMINISTRATION, SAN DIEGO STATE UNIVERSITY, 1977
BACHELOR OF ARTS, PSYCHOLOGY, SAN DIEGO STATE UNIVERSITY, 1974

CERTIFICATION

Certified Emergency Manager (CEM), International Association of Emergency Managers

EXPERIENCE

President (1984 to Present), ***Emergency Planning Consultants***, San Diego, California. Consulting contracts include the Federal Emergency Management Agency (subject matter expert/trainer), U.S. Department of Homeland Security – FEMA (training development and delivery); U.S. Department of Defense - Center for Excellence in Disaster Management & Humanitarian Assistance (training); National Disaster Preparedness Training Center (recovery course developer and faculty); State of Hawaii (training and exercises); State of California (Multi-Hazard Functional Plan template); State of New Hampshire (emergency operations plan/standard operating procedures and guidelines); State of Indiana (grant administration, local CEMP courses, project management tools, and development of county CEMP & hazard analysis documents); State of Missouri (HSEEP agroterrorism functional exercise, HSEEP regional WMD exercises); State of Wyoming (training and exercises); State of Nebraska (training and exercises); County of Los Angeles (all-hazard mitigation plan); County of San Diego (multi-hazard functional plan); County of San Bernardino (training and exercises); City of Long Beach (hazard mitigation plan, emergency operations plan); City of Anaheim (hazard mitigation plan); City of Oakland (catastrophic plans); City of Carlsbad (comprehensive program of plans, training, and exercises); City of Chula Vista (pre-disaster recovery & reconstruction plan); City of Bellflower (hazard mitigation plan, emergency operations plans, general plan safety element); City of Upland (comprehensive program of plans, training, and exercises); City of Rancho Cucamonga (comprehensive program of plans, training, and exercises); City of Rancho Palos Verdes (comprehensive program of plans, training, and exercises); City of Santa Ana (emergency operations plan); City of Buena Park (hazard mitigation plan, emergency operations plans); Los Angeles Unified School District (hazard mitigation plan); San Diego Unified School District (comprehensive program of plans, training, exercises, and REMS grant administration); San Diego Community College District (comprehensive program of plans, training, and exercises); Chula Vista Elementary School District (comprehensive program of plans, training, and exercises); Hawaii Department of Education (REMS grant writing, consulting); Southwestern Community College District (comprehensive program of plans, training, and exercises); Los Angeles County Metropolitan Transportation Authority (hazard mitigation plan); Antelope Valley Transit Authority (comprehensive program of plans, training, and exercises) and numerous other local governments, school districts, and other government organizations. Training services have included California SEMS Introduction and EOC courses; ICS 100, 200, 300, 400, 402, 800; NIMS 700; and a wide variety of FEMA courses.

Faculty (1984 to Present), ***National University, FEMA's Emergency Management Institute, University of Hawaii, San Diego State University, Cal Poly San Luis Obispo, California State Fire Marshal, California Specialized Training Institute.***

Senior Projects Manager (1995 to 1996), *Southeastern Economic Development Corporation*, San Diego, California. Management of Projects & Development Division for City of San Diego's Redevelopment Agency.

Director of Training & Development (1987 to 1995), *City of San Diego*, San Diego, California. Management of organizational effectiveness and training programs for City Planning Department and the Building Inspection Department.

City Planner (1985 to 1987), *City of San Diego Planning Department*, San Diego, California.

Operations Officer (1982 to 1985), *County of San Diego Office of Disaster Preparedness*, San Diego, California. Project Manager on County's Emergency Operations Plan, Hazard Analysis, Dam Evacuation Plans, Drought Plan, and Damage Assessment Process. Public Information Officer and Exercise Officer. Operational responsibilities included Emergency Operations Center activations.

Regional Land Use Planner (1977 to 1982), *County of San Diego Department of Planning and Land Use*, San Diego, California.

SPECIAL RECOGNITION

National StormReady Board, U.S. National Weather Service, Member, 2008-2018

FEMA Emergency Management Institute
Advisory Group on Emergency Planning, 2005-present
National Emergency Management Executive Academy, First Cohort, 2013
Vanguard Fellowship Executive Crisis Leadership Program, First Cohort, 2022

International Association of Emergency Managers (IAEM), Member, 1996-present
IAEM-USA Immediate Past President 2022-2023
IAEM-USA First Vice President 2020-2021
IAEM-USA Second Vice President 2019-2020
IAEM-USA Region 9 President 2015-2019
Speaker, 2012 Annual Conference
Topic: *Recovery & Reconstruction Planning – Avoiding the Rush to Normalcy*
Speaker, 2016 Annual Conference
Topic: *Demystifying Pre-Disaster Recovery Planning*
Speaker, 2017 Annual Conference
Topic: *Force Multiplier – Enlisting Property Owners in Hazard Mitigation*
Speaker, 2018 Annual Conference
Topic: *Will You Win or Lose at the Game of Debris Management?*
Speaker, 2022 Annual Conference
Topic: *Code of Ethics and Code of Professional Standards*

California Emergency Services Association (CESA), Member, 2000-present
Webinar Speaker, March 2015
Topic: Optimizing Opportunities for Mitigation
Speaker, October 2015
Topic: *Demystifying Pre-Disaster Recovery Planning*
Speaker, 2018 Annual Conference
Topic: *Will You Win or Lose at the Game of Debris Management?*

National Hazard Mitigation Association (NHMA), Member, 2012-present

Consulting Engineer

William K. Faisst, Ph.D., PE

Experience Summary

Dr. Faisst has more than 47 years of diverse experience as project director, project manager and project engineer in the planning, design and construction of water and recycled water supply, treatment and distribution facilities; numerous effluent outfalls; and wastewater collection, pumping and treatment facilities. His potable water experience ranges from planning through design, construction support and operations consultation. He has assisted the City of Vallejo with master planning for the City and the Lakes systems, specific-area planning, and design including the Jameson Canyon Pump Station.

Water Quality, Water Treatment and Water Supply Distribution Studies and Designs

Rate Studies

Assignment

Senior Water Quality Engineer

Education

Ph.D., Environmental Engineering Science, California Institute of Technology, 1976

M.S., Environmental Engineering Science, California Institute of Technology, 1972

B.S., Civil Engineering, University of California-Davis, 1971

Registration

Professional Engineer, Civil, California, No. 29146, 1978

Professional Engineer, Nevada, No. 7082, 1985

Experience

47 years

Relevant Expertise

- *Water system planning*
- *Water facilities design*
- *Water and wastewater treatment planning and design*
- *Recycled water facilities planning and design*
- *Effluent outfall planning and design*
- *Collection system design*
- *Stormwater facilities planning*
- *Water quality monitoring and assessments*
- *Construction assistance for water and wastewater projects*
- *Expert report preparation and litigation support*

Soulajule Reservoir Release Re-aeration, Marin Municipal Water District, California

Project Director. The District's 10,000-acre-foot reservoir must release water to maintain downstream salmonid habitat. During the summer, the reservoir's hypolimnion becomes anoxic, making the release potentially toxic. The project team evaluated an array of technologies to aerate the release water, and selected a Howell-Bunger valve as the lowest-cost and easiest-to-implement technology. Design is underway. Bill led brainstorming for release aeration alternatives, participated in meetings with City representatives and reviewed progress submittals.

Soulajule Reservoir Water Management Plan Study, Marin Municipal Water District, California

Senior Technical Adviser. Bill has provided technical review and feedback as MMWD develops its water management plan for Soulajule Reservoir as required by the San Francisco Bay Regional Water Quality Control Board. The team is carrying out terrestrial soil sampling around known and suspected former mercury mine sites and in Arroyo Sausal downstream of the reservoir, to determine if erosion control measures are needed to contain mercury in runoff. We also are refining estimated sizing for a hypolimnetic oxygenation system using water quality data assembled over the last 2 years.

Water System Upgrades Final Design, The Sea Ranch Water Company (TSRWC), California

Principal-in-Charge. Bill is overseeing this project, which will improve the reliability and capacity of TSRWC's water storage and distribution systems. The project consists of approximately 13,500 linear feet (LF) of 12-inch-diameter and 1,000 feet of 6-inch-diameter water main, and a new 0.9-MG concrete storage tank, 400-gpm booster pump station (BPS) and small hydropneumatic BPS.

Sheila Tank Replacement, North Coast County Water District, California

Senior Technical Adviser. Bill provided technical oversight and review for a project to replace a 1950s 0.1-MG redwood water tank with a partially-buried 0.6-MG prestressed water tank (AWWA/ANSI D110 Type 1). The site is a steep hillside that complicated tank siting and site configuration.

Bill has conducted multiple rate studies for the following municipalities:

• City of Vallejo with updates	• City of American Canyon
• City of Petaluma	• City of Antioch (with multiple updates)
• City of Pittsburg	• City of San Bruno
• City of Daly City	• City of Salinas (Industrial Waste System)

Water System Master Plan Update, City of Petaluma, California
Project Manager. Bill developed a draft update to the City's water master plan, which included demand projections, hydraulic analyses with updated KYPIPE model, existing facilities and groundwater resources evaluation, and capital improvement program development. He also prepared a pilot GIS program for City infrastructure.

Napa Salt Marsh Restoration Project, U.S. Army Corps of Engineers San Francisco District, California
Principal-in-Charge. Bill oversaw the development of a preliminary design and cost estimate to restore the Napa Salt Marsh. The marsh consists of 10,000 acres of evaporation ponds near the mouth of the Napa River that were acquired by the State of California from the Cargill Salt Company. Bill prepared a preliminary cost estimate of water control structures associated with pond salinity reduction alternatives within four weeks of project initiation. Worked considered BCDC and US Army Corps of Engineers permitting.

Design/Build Procurement of Water Quality Monitoring Station, Pacific Gas & Electric Company, Geysers Geothermal Field, Lake County, California
Project Manager. Bill developed conceptual designs for an automated water quality monitoring station, prepared design/build procurement documents for an automated water quality monitoring station in the Geysers, solicited contractor bids and engaged contractor for construction, and consolidated permitting and organized helicopter airlift delivery of equipment.

Water Distribution System Design, City of Petaluma, California
Project Director. Bill designed two treated water reservoirs (1 mg and 2 mg), two booster pumping stations and new water mains (32,000 feet of 16-inch diameter).

Booster Station Design, Oakmont area Santa Rosa, California
Project Engineer. Bill completed the conceptual design of a hydropneumatic booster pumping station for Oakmont and Santa Rosa.

Streaming Current Analyzer Installation, City of American Canyon, California
Project Manager. Bill designed a streaming current analyzer and alarm system for coagulant control at water treatment plant.

Recycled Water Pipeline and Treatment Plant Improvements, Napa Sanitation District, California
Project Manager. Bill identified end users for recycled water and assessed demands. He supervised the evaluation and selection of alignments, carried out CYBERNET modeling of recycled water system, designed 30,000 feet of 12-inch- to 24-inch-diameter pipelines, and helped the District evaluate the Soscol Wastewater Recycling Facility. Work included examining process alternatives; reviewing biosolids systems; surveying sludge accumulation in oxidation ponds and evaluating disposal alternatives; completing an energy study with recommendations for improving cogeneration system —particularly controls and gas management; and evaluating the effluent storage and pumping system. Creative solutions to a number of existing problems pointed to significant cost-saving alternatives.

Recycled Water System Planning, City of Petaluma, California
Project Manager. Bill prepared extensive planning for, and analysis of, water recycling for the City, which included end-user identification, demand evaluation, alternative pipeline route definition and comparison,

booster pumping system sizing, KYPIPE hydraulic system modeling, storage optimization, and capital and operation and maintenance cost comparisons.

Petaluma River Pipeline Crossing, City of Petaluma, California
Project Manager. Bill directed design of water system improvements for the City of Petaluma including a horizontal directionally drilled crossing of the Petaluma River. Permitting required coordination with BCDC and U.S. Army Corps of Engineers for construction permits and definition of construction constraints.

Stormwater Studies and Designs

Stormwater Treatment Facility, City of Napa, California
Project Manager. Bill evaluated the feasibility of converting an abandoned wastewater treatment plant into a stormwater treatment facility using flocculation, sedimentation and aerobic solids digestion. The reasonable capacity was 16 mgd.

Stormwater Planning for Corona Reach, City of Petaluma, California
Project Manager. Bill helped City staff plan for stormwater management in the drainage upstream of the City.

Energy Studies

Cogeneration Feasibility Study
Project Manager. Bill performed a cogeneration feasibility study for a 0.4 million m2 (4.5-million-square-foot) multiple-use development and for a food processing plant.

Energy Efficiency Evaluation, City of Santa Cruz, California
Project Manager. Bill directed an energy efficiency study for the City's Water Pollution Control Facility that included optimizing and expanding the cogeneration facility. He evaluated innovative technology such as biogas-fueled fuel cells and helped the City with fast-track design and implementation of siloxane control, upgrading its cogeneration system from 650 kw to 820 kw, and installing a 500 kw auxiliary cogeneration engine.

Litigation Support

Mediation/Litigation Support, California Municipality
Technical Expert and Project Manager. Bill assisted a California City in a dispute with an industry that supplied a converted industrial byproduct into an aggregate substitute which caused corrosion to the City's water system and damaged pavement. Bill organized and led a team of experts and directed preparation of expert reports on corrosion and pavement and evaluated data on potential dioxin contamination. The case involved multiple experts, general contractors, and insurance carriers and was settled through mediation.

Memberships

American Water Works Association
Water Environment Federation
North American Lakes Management Society



Geoff Reilly, AICP

Senior Environmental Planner

YEARS OF EXPERIENCE
30

EDUCATION
B.A., Resource and Environmental Geography, Spanish Minor, San Diego State University

CERTIFICATIONS
American Institute of Certified Planners

Caltrans Local Assistance Training Certification, 2013, 2022

NWETC NEPA Certification: Writing the Perfect EA/FONSI or EIS, 2013

PROFESSIONAL AFFILIATIONS
Association of Environmental Professionals

American Planning Association

American Public Works Association

Floodplain Management Association

SPECIALIZED TRAINING/PRESENTATIONS
Annual AEP Advanced CEQA Workshops

Lorman Education Services CEQA Presentation ("Completing the CEQA Process"), 2012

AEP CEQA Basics Workshop Presentation, 2012

Geoff Reilly is a Senior Environmental Planner at WRA, Inc. He has 30 years of experience in the preparation and management of environmental review documents pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), Caltrans Local Assistance, California Office of Emergency Services, and the State Environmental Review Process (SERP) for the State Water Resources Control Board's Clean Water State Revolving Fund (CWSRF) Program. He has a broad knowledge of environmental and regulatory issues that affect land development and has successfully managed the environmental review process for many complex and controversial projects. He has acted both as project manager and principal writer for a wide variety of projects, including residential subdivisions, commercial retail and office developments, mixed-use projects, institutions, trails and recreational amenities, industrial facilities, solar, bridge replacements, and roadway improvements.

Geoff has supervised the preparation of all types of CEQA and NEPA documents for both public and private sector clients, including initial studies, mitigated negative declarations, environmental assessments, EIRs, EISs, categorical exemptions and exclusions, constraints analyses, technical background reports, expert witness testimony, and third-party review. He also has prepared many Program EIRs for Master Plans, Specific Plans and General Plan Updates throughout California. His responsibilities include marketing, client and subcontractor liaison, project budgeting and scheduling, QA/QC, and the presentation of environmental analyses, recommendations, and strategies at client meetings and public hearings.

RELEVANT PROJECT EXPERIENCE

- **San Rafael On-Call Services,** Project Manager | *City of San Rafael Department of Public Works*
- **El Cerrito Drive Bank Stabilization,** Senior Environmental Planner | *Town of Hillsborough Department of Public Works*
- **Mill Valley-Sausalito Multiuse Pathway NEPA/CEQA,** Senior Environmental Planner | *Marin County Department of Public Works*
- **Freitas Parkway/Las Gallinas Avenue Intersection Improvement Project IS/MND,** Project Manager | *City of San Rafael Department of Public Works*
- **East San Jose Pedestrian and Bicycle Improvements Project,** Project Manager | *County of Santa Clara*
- **Paradise Beach Park Master Plan,** CEQA Project Manager | *Marin County Parks*
- **Crestmoor Canyon Sewer Replacement Project,** Senior Environmental Planner | *City of San Bruno Public Works Department*
- **San Francisquito Creek Bank Stabilization Project Development Application,** Senior Environmental Planner | *Children's Health Council*
- **Wetlands Habitat Restoration Initial Study/Mitigated Negative Declaration**, Project Manager | *City of Hercules\Ducks Unlimited*
- **San Anselmo Trails,** Senior Environmental Planner | *Town of San Anselmo Department of Public Works*
- **Marina Bay Parkway Grade Separation Initial Study/MND,** Project Manager | *City of Richmond*
- **Hauser Bridge Road Bridge Replacement,** Senior Environmental Planner | *Sonoma County Public Infrastructure*
- **Bridge Rehabilitation and Replacement Projects**, Senior Environmental Planner | *Town of Fairfax*
- **San Quentin Pump Station Replacement Project,** Project Manager | *City of San Rafael Department of Public Works*
- **Water Service Ext for Existing Facilities at Shamrock Ranch IS/MND, Senior Environmental** Planner | *North Coast County Water District*
  25th Avenue Sanitary Sewer Relief Line Project Initial Study, Senior Environmental Planner | *City of San Mateo Department of Public Works*

HALEY ALDRICH



NANCY E. GARDINER, CPESC, QSD/P, QISP, TOR

Senior Associate | Principal-in-Charge

EDUCATION

M.S., Hydrogeology, University of Wisconsin-Madison
A.B., Geology, Smith College

PROFESSIONAL REGISTRATIONS

Certified Professional in Erosion and Sediment Control (CPESC) (No. 4690)
Qualified SWPPP Developer/Practitioner (QSD/P) (No. 21022)
Qualified Industrial Stormwater Practitioner (QISP) and Trainer of Record (ToR) (No. 38)

PROFESSIONAL SOCIETIES

California Stormwater Quality Association (CASQA)
Interstate Technology & Regulatory Council (ITRC)

Known for her expertise and commitment to client service, Nancy has more than 30 years of consulting experience (including 10 years with Haley & Aldrich) on municipal, industrial, and construction stormwater permitting; watershed planning; water quality monitoring; total maximum daily load (TMDL) compliance; training, and reporting projects. Notably, she has worked extensively on Bay Area Municipal Separate Storm Sewer System (MS4) projects since their inception in the early 1990s.

RELEVANT PROJECT EXPERIENCE

Contra Costa Clean Water Program, Municipal Regional Stormwater Permit (MRP-3.0) Compliance Services, Contra Costa County, CA. Nancy serves as the Principal-in-Charge, responsible for overseeing our work on the C.3 component of the Municipal Regional Permit (New Development, Redevelopment, and Hydromodification Management).

Contra Costa Clean Water Program Support, Contra Costa County, CA. Nancy is currently assisting the Countywide Clean Water Program and Contra Costa County with new MRP-3.0 permit requirements to track industry compliance with the Industrial Stormwater General Permit through the issuance and renewal of business licenses for facilities located within unincorporated Contra Costa County.

Stormwater Compliance Services for the Santa Clara Valley Transportation Authority, San Jose, CA. Nancy is the Technical Director for a stormwater compliance program at three bus maintenance facilities and a light rail facility. In this role, Nancy evaluates monitoring data, consults with the client on BMP selection, develops training programs, and prepares annual reports and Exceedance Response Action Reports. She also assists with the implementation of the Underground Vault General Permit for the management of water in subsurface electrical vaults.

Statewide Stormwater Management, Monitoring, and Research and Development for the California Department of Transportation (Caltrans). Nancy played a leading role in one of the nation's landmark stormwater programs for over 18 years, beginning with the development of a comprehensive litigation settlement agreement. She oversaw teams of colleagues and subconsultants to develop numerous technical documents and guidance manuals, and conducted monitoring and research studies that advanced the state of the stormwater practice throughout the U.S.

Stormwater Management Program for Confidential Aerospace Company, Southern CA. Nancy is responsible for oversight of all activities associated with an individual NPDES stormwater permit implementation, including planning, inspections, water quality monitoring, data reporting, and operating a state-of-the-art stormwater treatment system. Recently, Nancy has been working side-by-side with the client and their attorneys to negotiate a new NPDES permit through 2028.

STH-CONTRACT-FY2023-036

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 13, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Coastland Civil Engineering, LLP (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as On-Call Municipal Public Works and Engineering Services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $100,000.00 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years

after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:
John Wagner
President | CEO
Coastland Civil Engineering, LLP
1400 Neotomas Avenue,
Santa Rosa, CA 95405

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: John Wagner
Title: Principal | CEO

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

AMENDMENT #1
TO PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST; STH CONTRACT NO: 2023-040 FOR ON-CALL PUBLIC WORKS AND ENGINEERING SERVICES

This First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 23-040 with West Yost dated July 13, 2023 ("Agreement") is made as of this ____ day of _____, 2023 by and between the City of St. Helena, the West Yost.

RECITALS

A. On July 13, 2023, The City of St. Helena and West Yost entered into an agreement to provide On-Call Public Works and Engineering Services.

B. On June 27, 2023 the City Adopted the largest Capital Improvement Program project list with 70 projects, and a record $17.8 million being expended in Fiscal Year 2023-24; and

D. The City of St. Helena desires to continue utilizing West Yost to provide the agreed upon services; and

E. The City of St. Helena and West Yost now desire to amend the Agreement for an additional $100,000 with not additional modifications to the existing agreement.

AGREEMENT

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

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

   "Total compensation shall not exceed $200,000.00 unless additional compensation is approved in accordance with Section 2."

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

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

APPROVED AS TO FORM:

By: _____
Print Name: Elizabeth T. Drayer
Title: Vice President

_____
Ethan Walsh, City Attorney St. Helena

CITY OF ST. HELENA
a Municipal Corporation

By:_____ ATTEST:

Print Name: Anil Comelo
Title: City Manager

_____
City of St. Helena City Clerk
Cindy Tzafopolous

AMENDMENT #1
TO PROFESSIONAL SERVICES AGREEMENT WITH HALEY ALDRICH, INC; STH CONTRACT NO: 2023-047 FOR ON-CALL PUBLIC WORKS AND ENGINEERING SERVICES

This First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 23-047 with Haley Aldrich, Inc dated July 13, 2023 ("Agreement") is made as of this ____ day of _____, 2023 by and between the City of St. Helena, the Haley Aldrich, Inc.

RECITALS

A. On July 13, 2023, The City of St. Helena and Haley Aldrich, Inc entered into an agreement to provide On-Call Public Works and Engineering Services.

B. On June 27, 2023 the City Adopted the largest Capital Improvement Program project list with 70 projects, and a record $17.8 million being expended in Fiscal Year 2023-24; and

D. The City of St. Helena desires to continue utilizing Haley Aldrich, Inc, to provide the agreed upon services; and

E. The City of St. Helena and Haley Aldrich, Inc desire to amend the Agreement for an additional $100,000 with not additional modifications to the existing agreement.

AGREEMENT

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

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

   "Total compensation shall not exceed $200,000.00 unless additional compensation is approved in accordance with Section 2."

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

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions,

and provisions above stated, the day and year first above written.

APPROVED AS TO FORM:

By: _____
Print Name: Scott Alman, PE, WSD
Title: Sr. Principal Engineer

_____
Ethan Walsh, City Attorney St. Helena

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Anil Comelo
Title: City Manager

ATTEST:

_____
City of St. Helena City Clerk
Cindy Tzafopolous

AMENDMENT #1
TO PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, LLP; STH CONTRACT NO: 2023-036 FOR ON-CALL PUBLIC WORKS AND ENGINEERING SERVICES

This First Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 23-036 with Coastland Civic Engineering, LLP dated July 13, 2023 ("Agreement") is made as of this ____ day of _____, 2023 by and between the City of St. Helena and Coastland Civic Engineering, LLP.

RECITALS

A. On July 13, 2023, The City of St. Helena and Coastland Civic Engineering, LLP entered into an agreement to provide On-Call Public Works and Engineering Services.

B. On June 27, 2023 the City Adopted the largest Capital Improvement Program project list with 70 projects, and a record $17.8 million being expended in Fiscal Year 2023-24; and

D. The City of St. Helena desires to continue utilizing Coastland Civic Engineering, LLP to provide the agreed upon services; and

E. The City of St. Helena and Coastland Civic Engineering, LLP now desire to amend the Agreement for an additional $100,000 with not additional modifications to the existing agreement.

AGREEMENT

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

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

   "Total compensation shall not exceed $200,000.00 unless additional compensation is approved in accordance with Section 2."

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

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

APPROVED AS TO FORM:

By: _____
Print Name: John Wagner
Title: President, CEO

_____
Ethan Walsh, City Attorney St. Helena

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Anil Comelo
Title: City Manager

ATTEST:

_____
City of St. Helena City Clerk
Cindy Tzafopolous

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	November 14, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration of a Resolution Approving a Performance Bonus and an Amended Employment Agreement with City Manager Anil Comelo effective July 26, 2023.
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	June 14, 2022 - Approval of Employee Agreement
STATEMENT OF THE PURPOSE:	The purpose is to approve a performance bonus of $10,000 and approve an updated employment agreement with City Manager Anil Comelo, which includes updated terms following completion of the City Manager performance evaluation.
FINANCIAL IMPACT:	The overall maximum fiscal impact for Fiscal Year 2024 is $128,962, of which $64,481 is allocated to General Fund (Fund 101), $38,688 to the Water Fund (Fund 561), and $25,793 to the Wastewater Fund (Fund 571). These amounts would be reduced if the maximum allowable leave accruals are not cashed out per the terms of the agreement. This action requires a budget adjustment utilizing Fund Balance in the amount of $64,481 to Fund 101 City Manager Department Salaries & Benefits, $38,688 Fund 561 City Manager Department Salaries & Benefits, and $25,793 Fund 571 City Manager Department Salaries & Benefits. This action leaves the Estimated Net Positions as follows: • Fund 101 - 51% • Fund 561 - 44% • Fund 571 - 23%

BACKGROUND:

On June 14, 2022, the City Council approved an employment agreement with Mr. Anil Comelo effective July 26, 2022. The current employment agreement provides that the City Council shall review and evaluate the performance of the City Manager, including eligibility for any discretionary, performance-based increase, at least once annually.

DISCUSSION:
The City Council recently completed its first performance evaluation regarding the City Manager's performance over the past year, particularly with respect to the goals set forth by the City Council. The City Council recognizes that to meet the challenges facing the City, the City Manager must exercise decisive policy leadership and organize the work necessary to implement the Council's goals and priorities, which are aligned with the City's vision and mission statements.

The Council was favorable in its review, and determined that City Manager Comelo significantly exceeded the mutually established and quantifiable objectives established by the City Council for the prior year. Based on this strong evaluation, the Council desired to provide a $10,000 performance bonus to Mr. Comelo based on Section 9(d) of his existing employment, which provides that the Council may grant a performance bonus of up to $10,000 if City Manager Comelo significantly exceeded the mutually established and quantifiable objectives established by the City Council for the prior year. Approval of that performance bonus is part of the recommended action, as set forth in the attached resolution. The Council also appointed an ad hoc subcommittee of Vice Mayor Hall and Councilmember Summers to work with City Manager Comelo with the goal of providing for a more competitive compensation package that reflects the market.

The ad hoc subcommittee discussed proposed terms with City Manager Comelo and the terms were subsequently discussed by the Council in closed session. The proposed new terms of as set forth in the proposed Employment Agreement (i.e., the terms that have changed from City Manager Comelo's prior Employment Agreement) are described below:

Salary Adjustments:
Effective July 1, 2023, City Manager Comelo would receive a 10% increase (identical to the increase received by the unrepresented employees) to base salary (from $235,072 to $258,000), and an additional 4.26% increase to base salary effective July 1, 2024 (from $258,000 to $269,000). The salary adjustment is based on data collected through a compensation study utilizing the same comparable cities and applied in the same manner as the Mid-Management and Executive staff salary adjustments (Exhibit A of the City Manager Agreement).

Compensation Study:
On an annual basis the City Council would commission a review of base salaries of city managers for comparable cities (as listed in a survey recently completed by the City), and the Council may consider an increase to City Manager Comelo's base salary if he is below the median base salary for comparable cities. This does not obligate the City Council to approve a salary increase.

Deferred Compensation:
The City will contribute $34,500 each calendar year to City Manager Comelo's 401(a) deferred compensation plan. The prior agreement provided for an annual contribution to the plan of $10,000.

Housing Allowance:
The City will provide a housing allowance of $30,000 annually on the anniversary of the Agreement (July 26). The prior agreement provided for a one-time housing allowance of $20,000.

Vacation Leave:
The City Manager will accrue vacation at a rate of 240 hours (30 days) per fiscal year, with a maximum accrual cap of 320 hours. The City Manager may cash out up to 120 hours of accrued but unused vacation days. The prior agreement provided for accrual of vacation at a rate of 160 hours (20 days) per fiscal year, with a maximum accrual of 240 hours, and no ability to cash out vacation hours.

Executive Leave:
The City Manager will receive 80 hours (10 days) of Executive Leave on January 1 of each year. Executive Leave is not carried over from year to year, and at the end of each calendar year any remaining Executive Leave must be cashed out. The prior agreement provided that he would receive 40 hours of Executive Leave per year. The prior agreement did not allow for cash out of executive leave.

Sick Leave:
The City Manager will receive sick leave at the rate of 12 days per year. In the event of termination or resignation he can cash out his sick leave at the rate of 50% of accumulated but unused sick leave in the first year of the agreement, 75% of accumulated but unused sick leave in the second year, and 100% of accumulated but unused sick leave in the third year. The prior agreement provided for sick leave to be accrued at the rate of 12 days per year, and did not allow for cash out of sick leave.

FICA Contribution:
The City will pay the employee's share of the tax withholdings required under FICA, up to a maximum amount of $10,000. This provision was not included in the prior agreement.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Resolution Approving City Manager Employment Agreement
Attachment A - St. Helena_ CM Agreement Comelo 2023

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN UPDATED CITY MANAGER EMPLOYMENT AGREEMENT WITH ANIL COMELO AND GRANTING A $10,000 PERFORMANCE BONUS

RECITALS

A. On June 14, 2022, the City Council of the City of St. Helena appointed Anil Comelo as City Manager and entered into a City Manager Employment Agreement with Mr. Comelo (the "Prior Employment Agreement").

B. Under the terms of the Prior Employment Agreement, the City Council conducts an annual performance evaluation, which evaluation was recently completed; and

C. The City Council determined as part of that evaluation that Mr. Comelo has significantly exceeded the mutually established and quantifiable objectives established as set forth in the previous year's established written performance goals over the prior year; and

D. Based on that determination and in accordance with Section 9 of the Prior Employment Agreement the City Council desires to grant Mr. Comelo a $10,000 performance bonus; and

E. The Council also desires to update the Prior Employment Agreement to provide a more competitive compensation package that reflects the market for city managers in comparable cities; and

F. The Council therefore desires to enter into an updated City Manager Employment Agreement, with an effective date of July 26, 2023 and a term of three (3) years; and

G. The terms of the updated City Manager Employment Agreement are summarized in the Staff Report that accompanied this Resolution in the Agency materials for the City Council meeting of November 14, 2023.

RESOLUTION

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

1. The City Council finds and determines that Mr. Comelo significantly exceeded the mutually established and quantifiable objectives established as set forth in the previous year's established written performance goals in his first year of employment with the City, and pursuant to Section 9(d) of the Prior Employment Agreement, the City Council grants Mr. Comelo a performance bonus in the amount of $10,000.

2. The City Council approves the updated City Manager Employment Agreement between the City of St. Helena and Anil Comelo in the form that accompanied this Resolution in the Agenda materials for the City Council meeting of November 14, 2023. The Mayor is authorized to execute such City Manager Employment Agreement on behalf of the City.

3. Approval of a budget Increase in Salaries and Benefits to General Fund in the amount of $64,481, Water Fund in the amount of $38,688, and Wastewater Fund in the amount of $25,793 utilizing Fund Balance in the respective funds.

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

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY MANAGER EMPLOYMENT AGREEMENT

Between the City of St. Helena and Anil Comelo

1. Employment:

This Manager Employment Agreement (Agreement) is entered into by and between the CITY OF St. Helena (City) and Anil Comelo (Manager). Under this Agreement, the City offers, and Manager accepts, employment as Manager of the City. This Agreement shall amend, replace and supersede in its entirety the City Manager Employment Agreement entered into by and between City and Manager as of July 26, 2022.

2. Duties:

Manager shall perform those duties and have those responsibilities that are commonly assigned to a Manager of a city in California, and as may be further set forth in the City's Charter or Municipal Code. Manager shall perform such other legally permissible and proper duties and functions consistent with the office of Manager, as the City Council shall from time to time assign.

3. Devotion to City Business:

Manager's position is full-time. Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his/her City Manager duties, except as may be specifically authorized by the City Council.

The Manager will adhere to the highest professional standards. The Manager agrees to follow the Code of Ethics of the International City/County Management Association (ICMA), unless otherwise inconsistent with law, and the ethics rules, regulations, and laws of the State of California. The ICMA Code of Ethics can be found on the ICMA website, www.icma.org.

4. Term:

Manager's new employment term will commence July 26, 2023, and shall continue until July 25, 2026, or the date of earlier termination in accordance with provisions in this Agreement. City's election not to extend this Agreement shall not entitle Manager to Severance pursuant to Section 6 of this Agreement.

5. Commitments and Understandings:

A. City Manager Commitments

(1) Duties & Authority

(a) The Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(b) The Manager shall perform all of the duties of the Manager under applicable provisions of the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. The City Council has designated and may also designate the Manager as the chief executive of other City-related legal entities. Such other legal entities include financing authorities and joint powers authorities.

(c) The Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies. To accomplish this, the Manager shall be required to:

(i) Attend all meetings of the City Council, unless excused by the Mayor.

(ii) Review all agenda documents before preparing the agenda for all regular or special meetings of the City Council.

(iii) Direct the work of all appointive City officers and departments.

(iv) Endeavor to implement changes that the Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs. This includes modernizing City services and employing a community-centered approach to service design.

(v) From time to time, recommend to the City Council adoption of such measures as the Manager may deem necessary or expedient for the health, safety, or welfare of the community, or for the improvement of administrative services. The Manager shall conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vi) From time to time, and based on the Manager's best judgment, propose to the City Council the consolidation or combination of offices, positions, departments, or units under the Manager's jurisdiction. The Manager may be the head of one or more City departments.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal code and California law.

(2) Hours of Work

(a) The Manager is an exempt employee. The Manager is expected to engage in those hours of work that are necessary to fulfill the obligations of the position. The position does not have set hours of work and the Manager is expected to be available, as necessary, at all times.

(b) It is recognized that the Manager must devote substantial time to the business of the City, outside of the City's customary business hours, and to that end the Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The Manager shall spend sufficient hours on site to perform his duties; however, the Manager has discretion over the Manager's work schedule and work location, subject to Council direction.

(c) The Manager shall not spend more than 12 hours per month in teaching, consulting, speaking, or other non-City connected business for which compensation is paid without the express prior written consent of the City Council.

(3) Disability or Inability to Perform

(a) In the event the Manager becomes mentally or physically incapable of performing the Manager's functions and duties taking into account reasonable accommodation, and it reasonably appears such incapacity will last for more than six months, the City Council may terminate the Manager. If the City Council does elect to terminate the Manager due to incapacity, the Manager shall receive all severance benefits provided in Section 6.A below.

B. City Commitments

(1) The City shall provide the Manager with the compensation, incentives, and benefits specified in this Agreement, as from time to time may be amended with written consent of both parties.

(2) The City Council sets policy for the governance and administration of the City, and it implements its policies through the Manager.

(3) The City Council recognizes that to meet the challenges facing the City it must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the Manager and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.

(4) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the Manager or the Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the Manager, either publicly or privately.

(5) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the Manager. The Manager shall take orders and instructions from the City Council or a properly formed subcommittee of the City Council only when it is sitting as a body in a lawfully held meeting.

C. Mutual Commitments and Performance Evaluation
Annual performance evaluations are an important way for the City Council and City Manager to ensure effective communications about expectations and performance.

(1) The City Council shall annually review the performance of the Manager subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City Council and Manager and may use an outside facilitator as agreed upon between the City Council or the City Manager to be paid for by the City.

(2) The annual evaluation process, at a minimum, must include the opportunity for both parties to:

a) set initial performance goals and standards,

b) conduct a formulary session where the City Council and the Manager meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period,

c) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,

d) next meet and discuss the written evaluation of these goals and objectives, and

e) present a written summary of the evaluation results to the Manager. The final written evaluation should be completed and delivered to the Manager within 30 days of the initial formulary evaluation meeting.

6. <u>Termination of Employment and this Agreement; General Release; Severance:</u>

A. If City terminates this Agreement (thereby terminating Manager's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, and if Manager signs, delivers to the City Council, and does not revoke, the full release agreement ("Release Agreement") in a form prepared by the City Attorney, City shall pay Manager a lump sum benefit equal to twelve (12) months of his/her then Base Salary.

B. If City terminates this Agreement (thereby terminating Manager's employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Meeting of the City Council, Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). As used in this Agreement, Cause shall only mean any of the following:

1. Conviction of, or plea of guilty or nolo contendre to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Manager's reputation;
2. Proven failure of the Manager to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;
3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
4. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting; and
5. Any intentional or grossly negligent action or inaction by Manager that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

C. In no event may Manager be terminated without cause within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

D. If, during the Term or any extended Term, Manager dies, Manager's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

E. In the event Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of three consecutive months beyond any leave required by law, the City may terminate Manager's employment and this Agreement.

F. In the event that the City Council formally or a majority of the City Council informally asks that the City Manager resign in lieu of termination without cause, then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 6.A above.

G. Manager may resign from his employment at any time, upon giving thirty (30) days written notice to the City Council.

7. Compensation and Annual Evaluation:

A. Manager's initial annual Base Salary shall be two hundred and fifty eight thousand dollars ($258,000) effective July 23, 2023 and shall be two hundred and sixty nine thousand dollars ($269,000) effective January 1, 2024. Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid. Increases in Manager's Base Salary may be effective at any time at the sole discretion of the City Council.

B. Effective the first anniversary of this Agreement, and annually thereafter, the City Council may consider an increase to Base Salary set at the Median of Base Salary for comparable cities based on a survey which shall be conducted annually by a compensation consultant retained by the City, based upon compensation effective each July 1st. A form of the compensation survey prepared by Ralph Anderson Associates and effective as of July 2023 including the cities to be included in the survey is on file with the City. The City Council and the Manager change the cities to be included in the survey based on mutual agreement.

C. City, by the City Council, and Manager may set mutually agreed-upon Goals for each year under this Agreement. The City Council shall evaluate Manager's performance at least once a year ("Annual Evaluation"), which shall include by not be limited to a review of Manager's progress in achieving the mutually agreed upon goals. Following the completion of the Annual Evaluation, the City Council may, in its sole discretion, grant Manager a Performance Bonus in any amount from Zero Dollars ($0) to a maximum of Ten Thousand Dollars ($10,000.00) or any sum in between. Any such Performance Bonus shall be based on Manager's success in meeting the agreed-upon Goals established for the prior year.

D. Whenever a cost-of-living adjustment or other non-merit based salary increase is provided to other management employees, the City Council shall consider whether it is reasonable and appropriate to grant a similar increase to the Manager's Base Salary upon the written request of the Manager.

E. If the City reduces the Base Salary or any other financial benefit of the Manager in a percentage that is greater than the average reduction of all executive managers, such action shall constitute a termination of this Agreement without Cause under Section 6.A. of this Agreement, and Manager shall be entitled to Severance.

8. Deferred Compensation:

Subject to any limitations imposed by law or the City's deferred compensation plan, City will contribute $34,500.00 each calendar year to the City's 401(a) deferred compensation plan on behalf of Manager, deposited in equal installments consistent with City's pay periods.

9. Pension:

A. City agrees to enroll Manager as a member of the Public Employees Retirement System (PERS) in the PERS plan selected by City in its sole discretion.

B. Manager shall be subject to the provisions of the miscellaneous member pension cost sharing requirements under the Unrepresented Compensation Program and related CalPERS contract for miscellaneous employees. These provisions are subject to future amendment pursuant to law and applicable City procedures.

10. Health and Medical Benefits Insurance:

A. Health and Dental Benefits: The City will pay the full cost of the Manager's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the Manager and his dependents. Manager will choose from available insurance programs and/or health and welfare plans at the time 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. Short-term Disability Insurance: The City will pay for the Manager's cost to participate in the State Disability (SDI) program.

C. Vision Care: The City will pay for vision care benefits for the Manager and all dependents through VSP Vision Care Insurance.

11. Life Insurance:

The City agrees to pay for a term life insurance policy in the face amount of Two Hundred Fifty Thousand Dollars ($250,000.00) on Manager's life with a carrier selected by the City. Manager shall designate the beneficiaries of the policy. Manager shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.

13. Car Allowance:

Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay Manager Five Hundred Dollars ($500.00) monthly in compensation for the use and maintenance of his personal vehicle on City business.

14. Equipment and Allowances:

A. City shall pay Manager One Hundred Dollars ($100.00) monthly as a cellular telephone allowance or provide a cell phone.

B. In the interest of having Manager live in close proximity to the City, Manager will be granted $30,000 toward housing allowance within 30 days of each annual anniversary (July 26th). As consideration for such housing allowance, Manager shall maintain a residence not more than 30 miles from the jurisdictional boundaries from the City.

C. City agrees to pay the employee share of federal payroll taxes required pursuant to Section 3101 of the Internal Revenue Code ("FICA withholdings") on behalf of Manager in an amount not to exceed $10,000 per calendar year. The amounts paid by the City pursuant to the foregoing shall be included in Manager's taxable wages on a pay period basis and subjected to customary withholdings. This subsection shall not apply to the withholdings required to the portion of FICA withholdings paid by the City.

15. Business and Professional Expenses:

A. City recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. Subject to the City Council's advance budgetary approval, the City agrees to pay the professional dues, subscriptions, travel, and subsistence expenses on behalf of the Manager which are necessary for the Manager's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the Manager's continued professional growth and advancement. Said reimbursement includes governmental groups and committees upon which the Manager serves or may serve as a member. Said expenses may also be reimbursed or paid for on behalf of the Manager for short courses, institutes and seminars that are necessary for the professional development of the Manager.

C. The City benefits from the Manager's involvement with and participation in local charitable, non-profit, and other activities (such as the Chamber, or other local organizations). To that end, the Manager will be reimbursed for the cost of membership, meals, or other reasonable expenses but not voluntary donations or contributions.

16. Vacation and Sick Leave:

A. Manager shall accrue vacation at a rate of 240 hours (30 days) per fiscal year. The maximum vacation accumulation cap will be 320 hours. In recognition of the difficulty Manager may experience in taking time off and in order to comply with the accrual cap, Manager shall be entitled to cash-out up to 120 hours of accrued but unused vacation days. The amount paid Manager shall be based on Manager's annual Base Salary at the time the vacation leave is paid. If Manager elects to cash-out a portion of the accrued vacation (up to 120 hours), an irrevocable election will need to be made by November 30th of each year and received in June of the following year.

B. Manager shall accrue sick leave at a rate of twelve (12) paid days each calendar year. In the event of termination or resignation from employment or the non-renewal of this Agreement, Manager shall be entitled to cash-out the accumulated but unused sick leave as follows: In the first year of this Agreement (until July 25, 2024), Manager may cash out 50% of accumulated but unused sick leave; in the second year of

this Agreement (until July 25, 2025), Manager may cash out 75% of accumulated but unused sick leave; and in the third year of this Agreement (until July 25, 2026), Manager may cash out 100% of accumulated but unused sick leave.

C. Manager shall be credited with 80 hours (10 days) of Executive leave on January 1, of each year. Executive leave may not be carried over to subsequent years, and any remaining balance existing at the time of the City's final payroll cycle of the calendar year will be cashed out.

D. City shall provide Manager with other leaves as required by law.

17. Abuse of Office or Position:

If Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

18. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs.

20. Indemnification:

Consistent with and subject to the limitations in the California Government Code, City shall defend, hold harmless, and indemnify Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement.

21. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of St. Helena
Attention: Mayor
1088 College Avenue
St. Helena, CA 94574

MANAGER: At the address on file with the City for Manager

22. Conflict With Municipal Code:

The City personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the Municipal Code shall prevail over this Agreement.

23. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

24. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

25. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

26. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

27. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this _____ day of _____, 2023.

CITY OF ST. HELENA

By: _____ _____
Mayor Manager

Attest:

_____
Cindy Tzafopoulos, City Clerk

Approved as to Form:

_____
Ethan Walsh, Attorney

St Helena
City Manager

			Cash Supplements							Insurance Benefits			
Survey Agency	**Comparable Class**	**Range Max.**	**Long.**	**Auto**	**Def. Comp.**	**Perf Bonus**	**Other**	**ER to EE/EE to ER Ret.**	**Base + Cash**	**Health**	**Dental**	**Vision**	**Base + Cash + Ins.**
American Canyon	City Manager	$21,233	$250	$400	$425	$637	$180	-$1,062	$22,063	$2,138	inc	inc	$24,201
Calistoga	City Manager	$20,848		$150	$938				$21,936	$2,648	$147		$24,731
Fairfield	City Manager	$23,750		$500	$2,254	$1,188		-$594	$27,098	$1,663	$112	$13	$28,886
Healdsburg	City Manager	$23,349	$1,401		$1,875		$550		$27,175	$2,378	$143	$18	$29,714
Napa	City Manager	$23,169		$500	$1,572		$110	-$1,043	$24,308	$1,795	$138		$26,241
Novato	City Manager	$23,808	$476	$500	$1,000		$250	-$595	$25,439	$2,376			$27,815
Petaluma	City Manager	$20,400		$400	$1,224			-$612	$21,412	$2,264	$192	$13	$23,881
Rohnert Park	City Manager	$25,583		$600	$1,279				$27,463	$1,687	$111	$17	$29,277
San Rafael	City Manager	$24,494		$400	$1,250	$1,225		-$245	$27,124	$1,858	$113	$18	$29,112
Santa Rosa	City Manager	$24,821		$450	$1,365			-$372	$26,264	$1,952	$177	inc	$28,392
Vacaville	City Manager	$24,939		$400	$1,496			-$249	$26,586	$2,019	$139	$17	$28,762
Yountville	Town Manager	$21,617		$700	$2,500		$100		$24,917	$2,138	$182	$42	$27,279
St Helena	City Manager	$19,589		$500	$833	$833		-$196	$21,560	$2,835	$143	$18	$24,556
	Average	**$23,168**							**$25,149**				**$27,358**
	% +/-	**-18.3%**							**-16.6%**				**-11.4%**
	95% of Median	**$22,372**							**$24,559**				**$26,699**
	% +/-	**-14.2%**							**-13.9%**				**-8.7%**
	Median	**$23,550**							**$25,852**				**$28,104**
	% +/-	**-20.2%**							**-19.9%**				**-14.4%**
	75th Percentile	**$24,576**							**$27,104**				**$28,943**
	% +/-	**-25.5%**							**-25.7%**				**-17.9%**
								Median Gain/Loss	0.3%				5.5%

St Helena
City Manager

		Retirement Benefits				Leave - Annual Hours			
Survey Agency	**Comparable Class**	**Emp. Ret.**	**Ret. Form.**	**FICA**	**Base + Cash + Ins. + Ret.**	**Vac Accrual**	**Vac Cashout**	**Admin**	**Admin Cashout**
American Canyon	City Manager	$2,816	2@55		$27,017	200	40		
Calistoga	City Manager	$2,106	2%@60	$828	$27,664	160	80	80	80
Fairfield	City Manager	$9,704	2.5@55		$38,590	333	333		
Healdsburg	City Manager	$2,538	2@60		$32,252	200		100	
Napa	City Manager	$9,020	2@60		$35,261	206	80	104	52
Novato	City Manager	$6,671	2@55		$34,486	200	80	90	
Petaluma	City Manager	$4,739	2@60		$28,620	120	40	96	20
Rohnert Park	City Manager	$2,988	2@55		$32,265	232		100	50
San Rafael	City Manager	$13,019	2%@55		$42,131	200	53	75	
Santa Rosa	City Manager	$8,692	2.5%@55		$37,085	160	80	80	
Vacaville	City Manager	$7,978	2@55		$36,740	200	200	64	64
Yountville	Town Manager	$2,696	2@55		$29,975	200	200	80	80
St Helena	City Manager	$1,978	2%@60	$828	$27,362	160		80	
	Average				**$33,507**				
	% +/-				**-22.5%**				
	95% of Median				**$31,707**				
	% +/-				**-15.9%**				
	Median				**$33,376**				
	% +/-				**-22.0%**				
	75th Percentile				**$36,826**				
	% +/-				**-34.6%**				

-7.5%

Cindy Tzafopoulos

From: Richard Corsetti <richcorsetti@outlook.com>
Sent: Monday, November 13, 2023 10:03 AM
To: Cindy Tzafopoulos
Subject: Fw: [External] Bonus for City Manager

Hi Cindy:
I sent this out on Friday and would like to make sure that it is attached to the agenda for tomorrow's regular City Council meeting with regard to the bonus for the City Manager.

Thanks,

Rich Corsetti

From: Richard Corsetti
Sent: Friday, November 10, 2023 12:54 PM
To: publiccomment@cityofsthelena.org <publiccomment@cityofsthelena.org>
Subject: Bonus for City Manager

To: Mayor Dohring; Vice Mayor Hall; and Council Members Hardy, Chouteau and Summers

I would like to comment on the vote to be held on November 14th for approval of the $10,000 bonus to be paid to the City Manager. I could spend time commenting on the salary and benefits that the CM is receiving, but because it is comparable to that of other CMs in the area, it becomes pointless to argue. As to the bonus, I notice that 9 of the 13 cities do not have any money allocated for a bonus. The City of St. Helena would be consistent with the majority of cities in the survey if they did not pay the bonus. What I would like to know is what the CM has done to earn the bonus. According to the staff report, the City Council has made an evaluation and concluded that the CM has earned it based on quantifiable metrics. What are those?
CM Commitments include some of the following:
(iv) Endeavor to implement changes that the **Manager** believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
(vi) From time to time, and based on the **Manager's** best judgment, propose to the City Council the consolidation or combination of offices, positions, departments, or units under the **Manager's** jurisdiction.
It would suggest that the CM is supposed to find ways to work with less by becoming more efficient. Yet, there have been many new hires made over the past year, in part to help the CM do his job. How does such action deserve a bonus? How have these new hires made things more efficient?

City Commitments include some of the following:
(3)..."the City Council commits to spending time each year outside of regular City Council meetings to work with the Manager and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximum achievement of City goals."
Because these meetings do not include the general public, we do not know what those goals and priorities are. However, I feel confident based on informal surveys that the great majority of the general public is of like mind as to what their goals and priorities are as it relates to the functioning of our City government. Those priorities are: water, wastewater; streets and sidewalks. Period. Fire and police protection are important too,

but are already well-funded. Citizens want these systems, services and properties to be well-maintained and in good working order.
The CM should be held accountable for managing the overall effectiveness of these prioritized items. How has the CM done in addressing these priorities? Enough to earn a bonus?

So, beyond the issue of whether the bonus is paid, I feel that accountability and transparency are vital to the success of the governing of St. Helena. What can be done to achieve those goals as it applies to items such as staffing, capital improvement projects, budgeting, pension liabilities, and other cost-related items? The public should be provided with regular updates on these important items. There should be public meetings in which the City Council outlines the goals and priorities for the upcoming year. City staff should have reports and other data to support these goals and priorities.
I believe that there are many people in this City who would welcome a more active role in helping to shape our future. This does not have to become an adversarial situation. However, it does require a more open approach to managing and collaborating with the citizenry.

Sincerely,

Richard Corsetti

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	November 14, 2023
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Authorization of a resolution approving: (1) Professional Services Agreement with West Yost to prepare a Condition Assessment for the Louis Stralla Water Treatment Plant (LSWTP) CIP Project No. W18-111 for a not to exceed cost of $267,428, (2) authorize a budget transfer of $67,428 from Fund 561 Water Operations to Fund 763 Water Capital Improvement, and (3) authorize an increase to the Capital Improvement Project No. W118-111 from $200,000 to $267,428.
RECOMMENDED ACTION:	Approve the resolution and authorize execution of the professional services contract and requested budget amendment.
PREVIOUS COUNCIL ACTION:	The City Council approved the 5-Year Capital Improvement Program in June 2023 which included project W18-111 Louis Stralla Water Treatment Plant (LSWTP) Condition Assessment for the purpose of developing short- and long-term needs of the LSWTP with a budget of $200,000 for engineering design/consultant services.
STATEMENT OF THE PURPOSE:	Approving the resolution and authorizing the contract for services to complete CIP Project No. W18-111.
FINANCIAL IMPACT:	Approved within the 5-Year CIP, Project No. W18-111 has $200,000 budgeted for FY 24 for design services funded through the Water Capital Improvement fund. The proposed contract from West Yost is for $267,428. Staff is requesting a budget transfer of $67,428 from the Fund 561 Water Operations to the Fund 763 Water Capital Improvement and authorizing an increase in the budget for CIP Project No. W18-111 from $200,000 to $267,428. This action will leave the estimated Net Position in Fund 561 at 44%.

BACKGROUND:

The LSWTP was originally designed in 1979 with nominal treatment capacity of 4.3 million gallons per day (MGD), and treats raw water stored in Bell Canyon Reservoir. The LSWTP currently includes chemical storage and metering (including sodium permanganate, aluminum sulfate, powdered activated carbon, sodium hypochlorite, sodium hydroxide, cationic polymer, and orthophosphate), pretreatment (including flash

mixing followed by two parallel two-stage flocculation units and two parallel sedimentation basins), two granular media filters, one filtered water clearwell, treated water pumping, one filter backwash supply pump, and washwater clarification / sludge dewatering basins.

Raw water from Bell Canyon Reservoir is diverted to the LSWTP at an outlet structure located at the base of the reservoir's dam. Modifications to the LSWTP in the mid-1990s included the following: abandonment of the original multi-cell automatic-backwash filter basin and adjacent high service pump station; construction of two new filters adjacent to the flocculation and sedimentation basins; construction of a new buried clearwell beneath the new filters; construction of a new filter backwash and high service pumping station; and modifications to the original washwater reclamation basins. The LSWTP's control system provides monitoring of the facility, but limited remote control capabilities exist via the supervisory control and data acquisition (SCADA) system.

The City is concerned about the LSWTP facilities' age and condition due to years of perceived deferred maintenance at the LSWTP and wishes to conduct an assessment of the existing LSWTP's current condition, operational requirements, and associated risk levels. In the near term, the City is interested in identifying prioritized condition and operations-related improvements to the LSWTP to improve operational reliability and simplicity during the next 5 to 10 years, assuming a small number of operators working at the LSWTP. The longer-term plan for the LSWTP will be examined as part of a separate, future study.

West Yost Associates

West Yost has been the City's contracted engineering support consultant with specialized knowledge of its water and wastewater systems and brings a range of expertise to the City of St. Helena. Public Works' water and wastewater operations routinely need engineering support for the City's water and wastewater systems. The 2021 Integrated Utility Master Plan (IUMP) highlights needed improvements throughout the water/wastewater systems. West Yost was engaged to support the on-going need for water and wastewater specific support, starting with confirmation of the IUMP's short-term projects (next five years). They are currently working on updating the city's Safe Yield and Water Neutrality Policies, Emergency water repairs to the water treatment and distribution system for brown water, and the Recycled Water Facilities Plan.

DISCUSSION:

As stated above the infrastructure of the LSWTP is aging. Recent issues regarding water discoloration have brought into question the condition and the lifespan of the facility. It is both prudent and fiscally responsible to conduct a proactive review of the infrastructure to be able to project both facility longevity as well as upgrade or repair expenditures, in advance of known deficiencies. The production of compliant, reliable

and quality water is an obligation, and this study will allow us to identify and plan for necessary upgrades to service to maintain all three.

The scope of the contract will include the following:

- Project management and coordination including kick-off workshop and bi-weekly check-in meetings to discuss direction, requirements and constraints.
- Data collection and review of historical documents, schematics, operating records and interviews with staff.
- Conduct a condition and risk assessment of the LSWTP assets and remaining useful life analysis.
- Develop recommendations for optimizing operations of the LSWTP with limited staff and with challenging water quality conditions.
- Identify any age-related deficiencies among the control system hardware and software components.
- Develop report for improvements related to CIP and Operations and Maintenance.

The resulting report will summarize evaluations, findings and document recommendations in a Condition Assessment Report that is estimated to take approximately 20 weeks after the city issues the Notice to Proceed.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

DOCUMENTS ATTACHMENTS:

Resolution West Yost WTP Condition Assessment W18-111
PSA City of St. Helena WY WTP Condition Assessment
Attachment A: Scope of services for Louis Stralla WTP Condition Assessment
W18-111 LSWTP Condition Assessment_Revised 11082023

CITY OF ST. HELENA

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WEST YOST FOR ENGINEERING SERVICES TO PREPARE A CONDITION ASSESSMENT FOR THE LOUIS STRALLA WATER TREATMENT PLANT (LSWTP) CIP PROJECT NO. W18-111 FOR AN AMOUNT NOT-TO-EXCEED $267,428, (2) A BUDGET TRANSFER OF $67,428 FROM FUND 561 WATER OPERATIONS TO FUND 763 WATER CAPITAL IMPROVEMENT, AND (3) AN INCREASE TO THE CAPITAL IMPROVEMENT PROJECT NO. W118-111 FROM $200,000 TO $267,428.

RECITALS

A. The Louis Stralla Water Treatment Plant (LSWTP) was originally designed in 1979 with nominal treatment capacity of 4.3 million gallons per day (MGD), and treats raw water stored in Bell Canyon Reservoir and with the only major modifications completed in the Mid-1990's to add new filters, construction of the clearwell, and filter backwash.

B. The LSWTP's control system provides monitoring of the facility, but limited remote control capabilities exist via the supervisory control and data acquisition (SCADA) system.

C. The City is concerned about the LSWTP facilities' age and condition due to years of perceived deferred maintenance at the LSWTP and wishes to conduct an assessment of the existing LSWTP's current condition, operational requirements, and associated risk levels.

D. The City is interested in identifying prioritized condition and operations-related improvements to the LSWTP to improve operational reliability and simplicity during the next 5 to 10 years, assuming a small number of operators working at the LSWTP.

E. West Yost has performed a number of water supply studies and projects for the City over the years, including the 2003 Urban Water Management Plan and 2010 Water Supply Plan. West Yost also assisted the City with an update to the water supply safe yield in early 2011 and West Yost is familiar with the City's water supplies and facilities, including the City's Bell Canyon Reservoir yield model, as well as opportunities and constraints in water supply availability and reliability.

F. West Yost is currently conducting a review of the Water Neutrality Policy and Safe Yield Analysis for the City.

G. West Yost is capable of performing this work within an appropriate duration and cost.

RESOLUTION

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

1. Authorizes the execution of a contract with West Yost for an amount not-to-exceed $267,428 for engineering services to conduct a condition assessment of the LSWTP for CIP Project W18-111 with the scope attached to this resolution as Exhibit A.

2. Authorize the City Manager to execute the contract with West Yost.

3. Authorizes a budget transfer allocation of $67,428 from Fund 561 Water Operations to the Fund 763 Water Capital Improvement.

4. Authorizes an increase to the Capital Improvement Project No. W118-111 from $200,000 to $267,428.

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

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
Engineering Services for Louis Stralla Water Treatment Plant Condition Assessment

THIS AGREEMENT, made and entered into on November 14, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and West Yost Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Engineering Services for Louis Stralla Water Treatment Plant Condition Assessment

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, "Scope of Services – Proposed Fee"** attached hereto and made a part hereof. Total compensation shall not exceed $267,428.00 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured

retentions of $25,000 or greater must be declared to and approved by the City.

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under

no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:
Vanessa Apodaca, PE
Contract Manager
West Yost
2235 Mercury Way, Suite 105
Santa Rosa, CA 95407

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

SECTION 21 – TERMINATION

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

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon 7 days written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall

furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:	City:
By: _____	By: _____
Name: _____	Name: Mark T. Prestwich
Title:_____	Title: City Manager

Approved as to Form:

By: _____

Name: Ethan Walsh
Title: City Attorney

WEST YOST
Water. Engineered.

8950 Cal Center Drive
Bldg. 1, Suite 363
Sacramento CA 95826

916.306.2250 phone
530.756.5991 fax
westyost.com

August 25, 2023 SENT VIA: EMAIL

Joseph Leach
Director of Public Works| City Engineer
City of St. Helena
1572 Railroad Ave
St. Helena, CA 94574

SUBJECT: Proposal for Engineering Services for Louis Stralla WTP Condition Assessment

Dear Joseph:

The purpose of this letter is to present West Yost's proposal for professional services for the City of St. Helena's (City's) Louis Stralla Water Treatment Plant (LSWTP) Condition Assessment Project (Project).

The following sections detail our understanding of the Project, our proposed scope of services and fee, our proposed project team, and a proposed schedule for the work.

PROJECT UNDERSTANDING

The LSWTP was originally designed in 1979 with nominal treatment capacity of 4.3 million gallons per day (MGD), and treats raw water stored in Bell Canyon Reservoir. The water treatment facility currently includes chemical storage and metering (including sodium permanganate, aluminum sulfate, powdered activated carbon, sodium hypochlorite, sodium hydroxide, cationic polymer, and orthophosphate), pretreatment (including flash mixing followed by two parallel two-stage flocculation units and two parallel sedimentation basins), two granular media filters, one filtered water clearwell, treated water pumping, one filter backwash supply pump, and washwater clarification / sludge dewatering basins. Raw water from Bell Canyon Reservoir is diverted to the WTP at an outlet structure located at the base of the reservoir's dam. Modifications to the WTP in the mid-1990s included the following: abandonment of the original multi-cell automatic-backwash filter basin and adjacent high service pump station; construction of two new filters adjacent to the flocculation and sedimentation basins; construction of a new buried clearwell beneath the new filters; construction of a new filter backwash and high service pumping station; and modifications to the original washwater reclamation basins. The LSWTP's control system provides monitoring of the facility, but limited control capabilities exist via the supervisory control and data acquisition (SCADA) system.

The City is concerned about the WTP facilities' age and condition due to years of perceived deferred maintenance at the WTP and wishes to conduct an assessment of the existing WTP's current condition, operational requirements, and associated risk levels. In the near term, the City is interested in identifying prioritized condition and operations-related improvements to the LSWTP to improve operational reliability and simplicity during the next 5 to 10 years, assuming a small number of operations staff working at the LSWTP. The longer-term plan for the LSWTP will be examined as part of a separate, future study.

SCOPE OF SERVICES

Task 1. Project Management and Coordination

This task includes providing day-to day administration, scheduling, participating in bi-weekly calls, and conducting technical reviews.

Task 1.1 - Project Administration

The Project Manager will coordinate completion of work products and monitor progress of individual tasks, task budgets, and project schedule. The Project Manager will submit schedule updates and progress reports monthly.

Task 1.2 - Kickoff Workshop and Bi-weekly Check-in Meetings

West Yost will attend a project kickoff workshop with the City to discuss the condition assessment, capital improvement alternatives, and other project requirements and constraints. Following the kickoff workshop, West Yost will prepare and submit meeting minutes. West Yost will regularly maintain an action item and decision tracking log.

West Yost's Project Manager will conduct bi-weekly check-in conference call meetings with City staff to provide status updates on current and ongoing work activities.

Task 1.3 - Technical Reviews and QA/QC

The Principal-in-Charge, Project Manager, and a senior staff member not directly involved in the project will conduct technical reviews of all work products.

Task 1 Assumptions

- Bi-weekly check-in meetings will occur via teleconference software (e.g., Microsoft Teams)

Task 1 Deliverables

- Monthly invoices and progress reports
- Kickoff workshop agenda, handouts, and presentation materials
- Bi-weekly check-in meeting materials and minutes
- Action Items and Decision Log
- Detailed project Schedule with updates, as necessary

Task 2. Review of Available Information

Task 2.1 - Collect and Review Available Data

Prepare and maintain a list of items requested, the person responsible for collecting the information, when the information is needed by, and when the information was provided. Prioritize the Data Collection List to identify those items needed immediately versus items that will be needed later.

The data collection effort will include a review of the following:

- As-built drawings from 1979 and 1994 projects
- Network drawings and control system schematics
- Documentation related to compliance with America's Water Infrastructure Act of 2018 (AWIA)

- O&M history from past 5-years, including recent repairs
- Five years of raw and treated water quality data
- Current Operating Permit and five years of DDW Annual Sanitary Inspection Reports
- City of St. Helena distribution system disinfection byproduct concentration data (in Excel format) and water quality complaints from past five years
- Existing condition data from log books or CMMS
- Existing maintenance data from log books or CMMS
- Previous condition assessment or other reports for LSWTP

Task 2.2 - Informational Interviews with City Staff

Upon completion of the review of available data, we will meet with City staff, including engineering and O&M staff, at the LSWTP site for a preliminary field assessment. We will gather information from informational interviews, including:

- Confirmation of asset list
- Access constraints
- Confined space requirements
- Past O&M experiences
- Current facility constraints / issues
- Current control system constraints / issues
- Methods of obtaining support for SCADA and any communication networks on site
- Areas of concern and focus for analyses

Task 2 Assumptions
- City will provide all requested data electronically
- City will provide formatting requirements for current CMMS an/or asset management programs

Task 2 Deliverables
- Data collection list
- Summary notes from informational interviews
- Updated facility asset list, as necessary

Task 3. Condition Assessment

Task 3.1 – Prepare Condition and Risk Assessment Methodology

A condition and risk assessment methodology will be prepared for the systematic evaluation of assets at the WTP. The condition scoring will be developed based on the following grading scale:

- Excellent
- Good
- Fair
- Poor
- Immediate Attention

Condition criteria will be in the following categories:

- Site/Civil
- Architectural
- Structural
- Process Mechanical
- Plumbing and HVAC
- Electrical, Instrumentation and Controls
- Communication networks

A risk assessment model will be developed using Microsoft Excel to calculate risk at the process level. The risk assessment will consider the likelihood of failure (LOF) and consequences of failure (COF). The LOF score will be based on physical mortality and diminished level of service or capacity. The COF score will be based on operations and maintenance considerations and regulatory compliance. The overall risk will be developed based on the following equation: *Risk = (LOF x weighting factor in percent) + (COF x weighting factor in percent).* The risk assessment will result in scores of 1 to 5 and be used to prioritize the projects in the CIP.

Task 3.2 - Field Assessments

West Yost will conduct a Level 1 field assessment consisting of visual assessments and non-invasive inspection and testing of facility assets (e.g., including the use of surface penetrating radar, concrete soundings, and pH measurements of reinforced concrete structures). The assessment will follow the methodology prepared in Task 3.1. The field assessment will be scheduled with City staff to obtain access. West Yost and/or our subconsultants will perform up to two confined space entries into structures to perform inspections. Overall field assessment activities are expected to require up to three (3) days of onsite work by West Yost and our subconsultants.

Field assessments will focus primarily on the following asset categories/attributes which are understood by West Yost to be the City's highest priority:

- Existing structures
- Electrical, instrumentation, and control system components
- Process mechanical components, including process equipment, pumps, valves and piping

Process areas and facilities to be assessed include the following:

- Chemical storage and feed systems
- Raw water flow control valving
- Flash mixing
- Flocculation / sedimentation basins
- Filters
- Clearwell
- High service pump station
- Backwash pump
- Treated water bypass valve upstream of Tank 1
- Washwater lagoons
- Reclaimed water pump station

Task 3.3 – Data Analysis

West Yost will consolidate asset, condition, and risk data obtained in Tasks 2.1 through 3.2 in a format consistent with the City's asset management program. If the City does not have a preferred format, West Yost will develop a format that is broadly appropriate for asset management purposes.

Task 3.4 - Condition Assessment and Remaining Useful Life Analysis

Asset condition data will be evaluated to assign a condition score. The condition score will be applied to the asset and a consolidated asset and facility score will be developed. The remaining useful life of each asset will be estimated using 1) data generated under Task 3, and 2) published service life information, where available.

Task 3 Assumptions

- Field assessment activities will require no more than three (3) days of onsite work
- The following facilities requiring confined space entry will be inspected: Raw Water / flash mix vault, one filter basin
- City staff will drain basins as necessary for confined space entry prior to the arrival of the field assessment team. Additional basins not slated for confined space entry will be lowered and/or drained at the City's discretion and according to operational constraints

Task 3 Deliverables

- Field assessment notes and photos
- Database and spreadsheet files used to develop data analysis
- Consolidated asset, condition, and risk data

Task 4. Operational Optimization Evaluation

Task 4.1 – Performance Data Analysis

West Yost will review and analyze five years' (July 2017 through June 2022) of raw and treated water quality data from the existing LSWTP and additional data provided by the City that represent unusual and more challenging source water quality events. The purpose of the analysis will be to inform 1) an initial evaluation of the existing LSWTP's ability to produce regulatory-compliant treated water and to satisfy customer expectations, and 2) recommendations for optimizing the operation of the LSWTP by a limited number of staff, particularly during more challenging water quality conditions. Key raw water quality parameters will include, but are not limited to: turbidity (for raw, settled and filter water); general mineral, total dissolved solids, hardness, alkalinity and pH data; microbiological data (including data for *Cryptosporidium*, *Giardia*, total and/or fecal *coliforms*, and *E. coli*); total organic carbon (TOC); dissolved organic carbon (DOC); paired (concurrent) UV254 monitoring data (if available); chemical dosage data; trihalomethane (THM) and five regulated haloacetic acids' (HAA5) monitoring data for each of the City's required local distribution system monitoring locations; and lead and copper monitoring data.

Task 4.2 – Control System Evaluation

West Yost will review the LSWTP's existing control system. The purpose of the evaluation will be to identify any condition- or age-related deficiencies among control system hardware and software components, to identify opportunities for increased automation, and to establish a framework for facilitating remote access to the LSWTP's SCADA system for both monitoring and control purposes.

Cybersecurity and policy considerations for both onsite networks and remote access will be included.

Task 4 Assumptions

- City will provide five years (2017-2022) of raw and treated water quality data for the existing WTP, plus additional relevant data from unusual and more challenging events during prior periods
- City will provide records for existing pump curves and other mechanical equipment items

Task 4 Deliverables

- Draft and final TM documenting the optional task(s) implemented
- Database and spreadsheet files used to develop performance and resiliency analyses

Task 5. Develop Capital and O&M Improvements

Capital and O&M improvement recommendations will be developed for the LSWTP based on the results of Tasks 3 (and 4, if executed by the City). The recommendations will evaluate broader facility improvement recommendations versus individual improvements. Recommendations will include and/or identify:

- Immediate, near-term and long-term rehabilitation, reconditioning and/or repair to equipment and structures or modifications
- Impacts of recommended improvements on treatment capacity and when improvements can be scheduled to minimize constraints on LSWTP's current capacity
- Re-inspection frequencies
- Maintenance modifications
- Repair or replacement analysis
- Redundancy improvements

- Prioritized repairs and replacements, including capacity-based triggers
- Costs for each improvement at a Class 5 AACE level (project maturity of 0% to 2% definition)
- Implementation plan schedule and phasing

Task 5 Assumptions
- Cost estimates will be Class 5 AACE level

Task 5 Deliverables
- Draft prioritized capital and O&M improvement descriptions, costs and schedules

Task 6. Prepare Condition Assessment Report

A draft report summarizing evaluations, findings, and recommendations will be produced and will include the analysis and all condition- and capacity-based recommendations. A draft report will be produced and submitted to the City for review and comment. Upon receipt of comments, West Yost will produce a final report incorporating City comments. All reports will be produced in portable data format (i.e., PDF). A preliminary list of report chapters is provided below:

- Facility Description and Project Background
- Condition Assessment Methodology
- Condition Assessment Results
  - Structures
  - Process Equipment and Piping Systems
  - Electrical, Instrumentation and Control Systems
  - Networking and Cybersecurity Capabilities
- Recommended Capital and O&M Improvements

West Yost will prepare for and lead a workshop presenting the draft report to City staff.

Task 6 Assumptions
- City will provide a single consolidated set of comments on draft Report

Task 6 Deliverables
- Draft and Final Report
- Preparation and leadership of a draft report review workshop at City offices
- Final prioritized capital and O&M improvement descriptions, costs and schedule

PROPOSED FEE

West Yost will perform the proposed scope of services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2023 Billing Rate Schedule (Attachment A), with a not-to-exceed budget of $267,428, as shown in Table 1.

Table 1. Proposed Fee

Task Description	Proposed Fee, dollars
Task 1. Project Management and Coordination	20,032
Task 2. Review of Available Information	29,591
Task 3. Condition Assessment	78,922
Task 4. Operational Optimization Evaluation	21,008
Task 5. Develop Capital and O&M Improvements	46,572
Task 6. Prepare Condition Assessment Report	71,303
Total Proposed Fee	**$267,428**

Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

PROJECT TEAM

Andy Smith will serve as the Project Manager for the project. Andy has 18 years of experience in treatment facility design and planning work. Andy will be supported by Andy Rodgers (Principal-in-Charge), Craig Thompson (Technical Advisor), Austin Oerding (Project Engineer) and Tim Banyai (QA/QC). Electrical and instrumentation engineering will be provided by Sharon Kimizuka of A T.E.E.M. Structural engineering will be provided by Brad Friederichs of VE Solutions. Finally, confined space entries and corrosion and coatings assessments will be provided by Manny Najar of V&A.

PROJECT SCHEDULE

West Yost will coordinate the schedule for the completion of this work with the City upon award of Contract. A preliminary project milestone schedule is provided in Table 2. Completion of each task is estimated from the project Notice to Proceed (NTP).

Table 2. Project Schedule

Activity / Deliverable	Anticipated Milestone Date
Internal Kickoff Meeting	NTP + 0 weeks
External Kickoff Meeting (with City)	NTP + 2 weeks
Informational Interviews with City Staff	NTP + 6 weeks
Field Assessments	NTP + 10 weeks
Draft Condition Assessment Report	NTP + 16 weeks
Report Review Workshop	NTP + 18 weeks
Final Condition Assessment Report	NTP + 20 weeks

Thank you for providing West Yost the opportunity to be of continued service to the City of St. Helena. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Andy Smith, PE
Project Manager
RCE #74673

Attachment A: West Yost 2023 Billing Rate Schedule

Attachment A

West Yost 2023 Billing Rate Schedule

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$338
Engineer/Scientist/Geologist Manager I / II	$319 / $334
Principal Engineer/Scientist/Geologist I / II	$288 / $307
Senior Engineer/Scientist/Geologist I / II	$259 / $272
Associate Engineer/Scientist/Geologist I / II	$215 / $231
Engineer/Scientist/Geologist I / II	$173 / $201
Engineering Aide	$101
Field Monitoring Services	$125
Administrative I / II / III / IV	$92 / $115 / $138 / $152
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$332 / $334
Principal Tech Specialist I / II	$305 / $315
Senior Tech Specialist I / II	$279 / $291
Senior GIS Analyst	$252
GIS Analyst	$239
Technical Specialist I / II / III / IV	$178 / $203 / $228 / $254
Technical Analyst I / II	$128 / $152
Technical Analyst Intern	$103
Cross-Connection Control Specialist I / II / III / IV	$133 / $144 / $162 / $180
CAD Manager	$201
CAD Designer I / II	$156 / $176
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$322
Construction Manager I / II / III / IV	$197 / $211 / $224 / $283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$172 / $191 / $213 / $221
Apprentice Inspector	$156
CM Administrative I / II	$83 / $112
Field Services	$221

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*

WEST YOST
Water. Engineered.

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$1 / mile
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Stainless Steel Wire per foot	$0.03 / day
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Vehicle (Construction Management)	$10 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* This schedule is updated annually

WTP Condition Assessment

Project No: W18-111

Category: Water

Project Location: Louis Stralla Water Treatment Plant (APN 021-420-019)

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: This is an assessment to develop short and long term needs of the Louis Stralla Water Treatment Plant.

NOTES: FY24 - included in proposed Rate Study w/ proposed schedule for project delivery.

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

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			267,428					267,428
EXPENDITURE TOTALS			267,428					267,428
FUNDING SOURCES								
763-Water Capital Improvement			267,428					267,428
763-Water Capital Improvement - Debt								0
FUNDING TOTALS			267,428					267,428

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	November 14, 2023
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration and proposed approval of a Resolution supporting Napa Valley Transportation Authority's (NVTA) intention to place a measure on the November 2024 ballot with a Sales Tax Replacement Measure.
RECOMMENDED ACTION:	Adopt the attached Resolution supporting NVTA intention to request the NVTA Board proceed with a November 2024 ballot measure.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Seek Council support for NVTA's intention to place a Measure on the November 2024 ballot.
FINANCIAL IMPACT:	None.

BACKGROUND:

Measure T is a countywide 1/2 cent sales tax approved by the voters in 2012. The Measure became operative in 2018 and will expire in 2043. The Measure stipulates a percentage distribution to the jurisdictions of the of the roughly $25 million in annual revenues for the purposes of maintaining and repairing local streets and roads, which includes maintenance and upgrades to other infrastructure within the roadway, including sidewalk, curb and gutter, as well as complete street amenities. NVTA receives 1% to administer the Measure. An additional $70,000 (adjusted by CPI) is reserved for the Independent Taxpayer Oversight Committee, which is a citizen group to advise the NVTA-TA (Napa Valley Transportation Authority - Tax Agency) Board on activities associated with the Measure.

DISCUSSION:

From April to June 2023, NVTA conducted opinion research on the feasibility of a November 2024 ballot measure which would replace Measure T. Based on the research, NVTA has set a schedule to seek approval from the Board to proceed with the ballot measure. The 13-member NVTA Board of Directors consists of the mayor and one councilmember from each of Napa County's five incorporated jurisdictions, two members of the Napa County Board of Supervisors, and one ex-officio representative from the Paratransit Coordinating Council.

Proposed Changes, as presented at the September 27, 2023 NVTA-TA Board meeting are as follows:

The new Measure would replace Measure T and:

- Increase the number of years the Measure is in place to 30 years, beginning in 2025 until 2055.
- Allow bonding.
- Replace the existing distribution to the jurisdictions with a return to source/lane mile formula which would be memorialized in the ordinance and updated to reflect changes in development on a 3-5 year schedule to be determined.
- Include a set aside for highway improvements; financial modeling in 2021 showed that $60 million could be pulled out and jurisdictions would still be able to improve individual pavement condition scores.
- Remove the 6.67% equivalent requirement and consider other options for funding bike and pedestrian infrastructure. The existing 6.67% equivalent provision requires that the jurisdictions collectively commit to funding class 1 facilities in the amount equivalent to 6.67% of Measure T annually using other eligible revenues.
- Address the inequity between jurisdictions on how much their current maintenance of effort amounts are. Measure T requires that jurisdictions fund an amount equal to an average of general fund expenditures spent on road repair (FY 2007-08, FY 2008-09, and FY 2009-10).

It is the intention of NVTA to submit to their Board a recommendation to proceed with the November 2024 ballot measure. If approved by the Board, the draft ordinance will be released for circulation to the Cities, Towns, and County for approval, then submitted to the County Board of Supervisors.

Table 1 provides highlights of the timeline presented to the NVTA-TA Board for placing the Measure on the November 5, 2024 ballot.

Table 1 - Schedule

Measure Extension - Timeline	Timing
Polling	April - June 2023
Finalize draft proposed ordinance changes	November - December 2023
Approval of NVTA-TA Board to Proceed	January 2024
Attend Stakeholder Meetings	September 2023 - October 2024
Approval of ordinance by jurisdictions	April - May 2024
Final approval of NVTA-TA and NVTA Board Approval	May - June 2024
Approval of ordinance by County	June - July 2024

DOCUMENTS ATTACHMENTS:

Resolution Supporting NVTA's Intention to Place a Measure on the November 2024 Ballot

CITY OF ST. HELENA

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA SUPPORTING NAPA VALLEY TRANSPORTATION AUTHORITY'S INTENTION TO PLACE A MEASURE ON THE NOVEMBER 2024 BALLOT WITH A SALES TAX REPLACEMENT MEASURE.

RECITALS

A. Measure T is a countywide 1/2 cent sales tax approved by the voters in 2012; and

B. Measure T became operative in 2018 and will expire in 2043; and

C. The Measure stipulates a percentage distribution to the jurisdictions of the of the roughly $25 million in annual revenues for the purposes of maintaining and repairing local streets and roads, which includes maintenance and upgrades to other infrastructure within the roadway, including sidewalk, curb and gutter, as well as complete street amenities; and

D. NVTA receives 1% to administer the Measure and an additional $70,000 (adjusted by CPI) is reserved for the Independent Taxpayer Oversight Committee, which is a citizen group to advise the NVTA-TA (Napa Valley Transportation Authority - Tax Agency) Board on activities associated with the Measure; and

E. From April to June 2023, NVTA conducted opinion research on the feasibility of a November 2024 ballot measure which would replace Measure T and based on the research, NVTA has set a schedule to seek approval from the Board to proceed with the ballot measure; and

F. The 13-member NVTA Board of Directors consists of the mayor and one councilmember from each of Napa County's five incorporated jurisdictions, two members of the Napa County Board of Supervisors, and one ex-officio representative from the Paratransit Coordinating Council; and

G. The proposed changes, as presented at the September 27, 2023 NVTA-TA Board meeting are as follows:

The new Measure would replace Measure T and:

- Increase the number of years the Measure is in place to 30 years, beginning in 2025 until 2055.
- Allow bonding.
- Replace the existing distribution to the jurisdictions with a return to source/lane mile formula which would be memorialized in the ordinance and updated to reflect changes in development on a 3-5 year schedule to be determined.
- Include a set aside for highway improvements; financial modeling in 2021 showed that $60 million could be pulled out and jurisdictions would still be able to improve individual pavement condition scores.
- Remove the 6.67% equivalent requirement and consider other options for funding bike and pedestrian infrastructure. The existing 6.67% equivalent provision requires that the jurisdictions collectively commit to funding class 1 facilities in the amount equivalent to 6.67% of Measure T annually using other eligible revenues.
- Address the inequity between jurisdictions on how much their current maintenance of effort amounts are. Measure T requires that jurisdictions fund an amount equal to an average of general fund expenditures spent on road repair (FY 2007-08, FY 2008-09, and FY 2009-10); and

H. It is the intention of NVTA to submit to their Board a recommendation to proceed with the November 2024 ballot measure. If approved by the Board, the draft ordinance will be released for circulation to the Cities, Towns, and County for approval, then submitted to the County Board of Supervisors.

RESOLUTION

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

1. Support Napa Valley Transportation Authority's intention to place a measure on the November 2024 ballot with a Measure T Sales Tax Replacement Measure as noted in the Recitals.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Finance

DATE:	November 14, 2023
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Introduction and first reading of an Ordinance updating Chapter 3.32 related to development impact Fees, and approval of a Resolution adopting updates to the City's Development Impact Fees
RECOMMENDED ACTION:	Introduce and waive first reading of an ordinance (Attachment B) amending Title 3 Revenue and Finance, Chapter 3.32 Development Impact Fees related to such fees; and approve a resolution (Attachment C) adopting the findings of the Development Impact Fee Update Study and updating the City's development impact fees.
PREVIOUS COUNCIL ACTION:	November 24, 2015 - Approval of Professional Services Agreement with Willdan Financial Services. November 14, 2017 - Approval of Amendment #1 for Water and Wastewater Impact Fees. October 9, 2018 - Approval of Amendment #2 to Update Cost Allocation Plan. August 24, 2021 - Approval of Amendment #3 to Add Commercial Linkage Fee Analysis. July 25, 2023 - Approval of Amendment #4 for Additional Funding to Complete User Fee Study. August 8, 2023 - Approval of Amendment #5 for Additional Funding to Complete the Development Impact Fee Study.
STATEMENT OF THE PURPOSE:	The purpose is to adopt Development Impact Fee study and implement the newly adopted fees by February 1, 2024.
FINANCIAL IMPACT:	Adoption of the development impact fee study do not have a financial impact, but the implementation of the new fees on February 1, 2024 will have an impact on future revenues based on activity associated with those fees, which is estimated to be an annual decrease in revenues of $162,000 based on an average of the last three fiscal years of activities.

BACKGROUND:

Cities must regularly update Development Impact fees and User Fees in order to recover costs that are attributable to certain services and for which benefits accrue to specific limited number of individuals or businesses. At the current time, the City has

been experiencing a gap in the revenue collected, relative to expenditures and expectations for services. There are several underfunded city operational functions, and the infrastructure, parks, roads, and other facilities are visibly displaying the impact of underinvestment. As a result, the City is exploring several stable revenue generating alternatives including a real estate transfer tax ballot measure in November 2024. It is also important that the City update its fees to allow for more accurate recovery of its costs.

Development impact fees are charged to new development and support upgrades to the City's infrastructure necessitated by such development and are generally paid as a requirement to obtain a building permit. The last development impact fee study was completed in April 2013 and an updated development impact fee schedule was adopted by the City Council on November 12, 2013 through Ordinance 2013-2.

In September 2015, staff issued a Request for Proposals for a Full Cost Services and Development Impact Fee Study to include a cost allocation plan, user fee study, and a development impact fee study. On October 9, 2015 the City received four proposal which were reviewed by City staff and an outside consultant. In November 2015, the City selected Willdan Financial Services to conduct a Full Cost Services and Development Impact Fee Study and entered into a professional services agreement on November 24, 2015 by Resolution 2015-146.

DISCUSSION:

Development Impact Fee Study

The City imposes development impact fees on development projects to mitigate the impacts caused by new development on public services, infrastructure, and facilities. Development impact fees are subject to Government Code §§66000-66025 known as "the Mitigation Fee Act" and commonly referred to as "AB 1600 Requirements". Adoption of a development impact fee requires compliance with the Mitigation Fee Act and prior to any action establishing, increasing, or imposing a fee as a condition of approval of a development project, a local agency must:

1. Identify the purpose of the fee;
2. Identify the specific uses of the fee;
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Impact fee revenue must be spent on new facilities or expansion of current facilities to serve new development. Facilities can be generally defined as capital acquisition items

with a useful life greater than five years. Impact fee revenue can be spent on capital facilities to serve new development, including but not limited to land acquisition, construction of buildings, construction of infrastructure, the acquisition of vehicles or equipment, information technology, software licenses and equipment.

Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth. Policy LU1.1 of the General Plan states: “Require new development to occur within well-defined boundaries and be consistent with the ability to provide urban services. New development should mitigate infrastructure impacts by using sustainable, best management practices in green building and stormwater management and paying its share of development impact fees, while minimizing impacts on sewer, water, energy, and natural resources.”

Willdan utilized the City's most current available facility plans and growth projections to calculate the maximum justified fees, which will enable the City to expand its inventory of public facilities as new development leads to increases in service demands.

Study Methodology

The six steps followed in the development impact fee study were as follows:

1. Estimate existing development and future growth: Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
2. Identify facility standards: Determine the facility standards used to plan for new and expanded facilities;
3. Determine facilities required to serve new development: Estimate the total amount of planned facilities, and identify the share required to accommodate new development;
4. Determine the cost of facilities required to serve new development: Estimate the total amount and the share of the cost of planned facilities required to accommodate new development;
5. Calculate fee schedule: Allocate facilities costs per unit of new development to calculate the development impact fee schedule; and
6. Identify alternative funding requirements: Determine if any non-fee funding is required to complete projects.

One of the key public policy issues in development impact fee studies is to identify the facility standards to document a reasonable relationship between new development and the need for new facilities. There are three approaches used to calculate facilities standards and allocate the costs of planned facilities to accommodate growth in compliance with the Mitigation Fee Act requirements in this study.

- Existing Inventory - This approach is based on a facility standard derived from the City’s existing level of facilities and existing demand for services and is often used when a long-range plan for new facilities is not available.

- Planned Facilities - This approach allocates costs based on the ratio of planned facilities that serve new development to the increase in demand associated with new development and is utilized when specific planned facilities that only benefit new development can be identified, or when the specific share of facilities benefiting new development can be identified.
- System Plan - This approach is based on a master facility plan in situations where specific needed facilities serve both existing and new development and is used when it is not possible to differentiate the benefits of new facilities between new and existing development.

The study identified facility standards and planned facilities, allocate the cost of planned facilities between new development and other development, and identified the appropriate development impact fee for each of the following facility categories:

- Public Safety Facilities
- Civic Facilities
- Transportation
- Park and Recreation Facilities
- Storm Drainage Facilities
- Water Facilities
- Wastewater Facilities

The below chart shows the maximum fee justified that was calculated based on the current study for each category as it compares to the existing rate:

Category	Current Impact Fee	New Maximum Justified Impact Fee	% Difference
Public Safety Facilities (Fee per Square Foot)			
Residential Unit	2.41	1.30	(46.1%)
Multifamily Unit	2.41	1.30	(46.1%)
Commercial	2.41	1.30	(46.1%)
Office	2.41	2.00	(17.0%)
Industrial	2.41	0.71	(70.5%)
Hotel Room	2.41	1.37	(43.2%)
Civic Facilities (Fee per Square Foot)			
Residential Unit	3.61	1.60	(55.7%)
Multifamily Unit	3.61	1.60	(55.7%)
Commercial	3.61	1.60	(55.7%)
Office	3.61	2.46	(31.9%)
Industrial	3.61	0.87	(75.8%)
Hotel Room	3.61	1.69	(53.2%)
Transportation (Fee per Square Foot)			

Residential Unit	3.59	0.81	(77.4%)
Multifamily Unit	4.14	0.81	(81.6%)
Commercial	28.49	5.10	(82.1%)
Office	8.08	4.06	(49.8%)
Industrial	5.51	2.43	(56.0%)
Hotel Room	11.53	5.46	(52.7%)
Parks and Recreation Facilities (Fee per Square Foot)			
Residential Unit	10.46	3.77	(64.0%)
Multifamily Unit	10.46	3.77	(64.0%)
Storm Drainage Facilities (Fee per Square Foot)			
Residential Unit	2.01	0.61	(69.7%)
Multifamily Unit	1.95	0.61	(69.7%)
Commercial	3.21	1.90	(40.7%)
Office	3.21	1.58	(50.7%)
Industrial	3.21	1.90	(40.7%)
Hotel Room	2.72	2.64	(2.8%)
Water Facilities (Fee per Square Foot)			
Residential Unit	3.14	1.41	(55.1%)
Multifamily Unit	2.72	1.41	(55.1%)
Commercial	5.19	0.86	(83.4%)
Office	3.19	0.86	(73.0%)
Industrial	3.89	0.73	(81.2%)
Hotel Room	5.23	2.40	(54.0%)
Wastewater Facilities (Fee per Square Foot)			
Residential Unit	1.64	1.57	(50.0%)
Multifamily Unit	1.91	1.57	(50.0%)
Commercial	2.20	1.87	(64.0%)
Office	1.62	1.87	(41.4%)
Industrial	1.82	1.65	(57.6%)
Hotel Room	2.19	5.50	5.2%

As shown in the chart above, the majority of the impact fees will be reduced with the adoption of the Development Impact Fee Study Report. Generally speaking, the reason for the reduction is that there were several improvements in the old study that have either been completed or are no longer being pursued during the 17-year planning horizon in the study. Another factor is that as development occurs the amount needed to offset impacts from new development shrinks and therefore the allocation of the facilities costs to new development shrinks as well. Therefore, the updated study allocates a lower percentage of the total project cost to new development.

Since impact fees may only fund the share of public facilities related to new development in St. Helena and may not be used to fund the share of facility needs

generated by existing development, the City will need to develop alternative funding sources to fund existing development's share of the planned facilities. The below chart shows the additional funding that will be required by fee category.

Fee Category	Net Project Cost	Projected Impact Fee Revenue	Additional Funding Required
Public Safety	3,730,662	3,730,662	-
Civic Facilities	4,589,658	4,589,658	-
Transportation Facilities	18,799,000	4,060,584	14,738,416
Parks	7,771,000	7,771,000	-
Storm Drainage	19,273,000	2,356,359	16,916,641
Water	18,539,000	1,757,577	16,781,423
Wastewater	26,683,341	2,854,058	23,829,283
Totals	**99,385,661**	**27,119,898**	**72,265,763**

Public Notice

A public notice was published on September 21, 2023 in the Napa Valley Register. The proposed impact fee schedule and methodology for the fee calculations was made available for public review, electronically on the City's website by clicking the following link: Development Impact Fee Update Study Report or by appointment in the City Clerk's office.

The City is also undergoing an Affordable Housing and Commercial Linkage Impact Fee Study. The results and recommendations of this study will be presented at the December 12, 2023 Regular City Council Meeting.

Ordinance and Resolution

Staff has proposed an ordinance that will amend Chapter 3.32 of the City's Municipal Code to provide that, instead of including the development impact fees in the Municipal Code, the City Council will enact the fees by resolution. This is a more common approach across the State, and easier to implement for City staff and the Council. Along with the ordinance, staff is proposing that the City Council approve a resolution that adopts the updated development impact fees.

Staff Recommendation

Based on the results of the Development Impact Fee Study the majority of the impact fees will be reduced. Staff is recommending that the current Development Impact Fee Schedule be updated based on the results of the Development Impact Fee Study, through the introduction and waiver of first reading of the proposed ordinance, and approval of the proposed resolution.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Attachment A - St. Helena - Impact Fee Update Report - Final - 10-17-23
Attachment B - ST HELENA_ Ordinance Updated Chapter 3.32 Development Impact Fees redline
Attachment C - Resolution Adopting Development Impact Fee Schedule
St. Helena Impact Fee Study Presentation 11-14-23

ATTACHMENT A

CITY OF ST. HELENA

DEVELOPMENT IMPACT FEE UPDATE STUDY

FINAL

OCTOBER 17, 2023

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TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
Background and Study Objectives 1
Facility Standards and Costs 1
Use of Fee Revenues 2
Development Impact Fee Schedule Summary 2
Other Funding Needed 4
1. INTRODUCTION 5
Public Facilities Financing in California 5
Study Objectives 5
Fee Program Maintenance 6
Study Methodology 6
Types of Facility Standards 6
New Development Facility Needs and Costs 7
Organization of the Report 8
2. GROWTH FORECASTS 9
Land Use Types 9
Impact Fees for Accessory Dwelling Units 9
Existing and Future Development 10
Occupant Densities 11
3. PUBLIC SAFETY FACILITIES 13
Service Population 13
Existing Facility Inventory 13
Cost Allocation 14
Fee Revenue Projection 15
Fee Schedule 15
4. CIVIC FACILITIES 17
Service Population 17
Existing Facilities Inventory 17
Cost Allocation 18
Fee Revenue Projection 19
Fee Schedule 19
5. TRANSPORTATION FACILITIES 21
Trip Demand 21
Trip Demand Growth 22
Planned Facilities 23
Fee per Trip Demand Unit 23
Fee Schedule 24

6. PARKS AND RECREATION FACILITIES 25
Service Population 25
Existing Park and Recreation Facilities Inventory 25
Parkland and Park Facilities Unit Costs 26
Park Facility Standards 27
Quimby Act Standard 27
City of St. Helena Park Facilities Standards 27
Facilities Needed to Accommodate New Development 28
Parks and Recreation Facilities Cost per Capita 29
Use of Fee Revenue 30
Fee Schedule 30
7. STORM DRAIN FACILITIES 32
Storm Drain Demand 32
EDU Generation by New Development 32
Planned Facilities 33
Cost per Equivalent Dwelling Unit 34
Fee Schedule 35
8. WATER FACILITIES 36
Water Demand 36
EDU Generation by New Development 36
Facility Needs and Costs 37
Cost per EDU 38
Fee Schedule 38
9. WASTEWATER FACILITIES 40
Wastewater Demand 40
EDU Generation by New Development 40
Facility Needs and Costs 41
Cost per EDU 42
Fee Schedule 43
10. AB 602 REQUIREMENTS 44
Compliance with AB 602 44
66016.5. (a) (2) - Level of Service 44
66016.5. (a) (4) – Review of Original Fee Assumptions 44
66016.5. (a) (5) – Residential Fees per Square Foot 45
66016.5. (a) (6) – Capital Improvement Plan 45
11. IMPLEMENTATION 46
Impact Fee Program Adoption Process 46
Inflation Adjustment 46
Reporting Requirements 46
Programming Revenues and Projects with the CIP 48
12. MITIGATION FEE ACT FINDINGS 49

Purpose of Fee 49
Use of Fee Revenues 49
Benefit Relationship 49
Burden Relationship 50
Proportionality 50

Executive Summary

This report summarizes an analysis of development impact fees needed to support future development in the City of St. Helena through 2040. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The public facilities and improvements included in this analysis are divided into the fee categories listed below:

- Public Safety Facilities
- Civic Facilities
- Transportation
- Park and Recreation Facilities
- Storm Drainage Facilities
- Water Facilities
- Wastewater Facilities

Background and Study Objectives

The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with growth. Although growth also imposes operating costs, there is not a similar system to generate revenue from new development for services. The primary purpose of this report is to calculate and present fees that will enable the City to expand its inventory of public facilities, as new development creates increases in service demands.

The City collects public facilities fees under authority granted by the *Mitigation Fee Act (*the *Act)*, contained in *California Government Code* Sections 66000 *et seq*. This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

The City programs development impact fee-funded capital projects through its Capital Improvement Plan (CIP). Using a CIP allows the City to identify and direct its fee revenue to public facilities projects that will accommodate future growth. By programming fee revenues to specific capital projects, the City can help ensure a reasonable relationship between new development and the use of fee revenues as required by the *Mitigation Fee Act*.

Facility Standards and Costs

There are three approaches used to calculate facilities standards and allocate the costs of planned facilities to accommodate growth in compliance with the *Mitigation Fee Act* requirements in this study.

The **existing inventory** approach is based on a facility standard derived from the City's existing level of facilities and existing demand for services. This approach results in no facility deficiencies attributable to existing development. This approach is often used when a long-range plan for new facilities is not available. Future facilities to serve growth will be identified through the City's annual CIP and budget process and/or completion of a new facility master plan. This approach is used to calculate the public safety facilities, civic facilities and park and recreation facilities fees in this report.

The **planned facilities** approach allocates costs based on the ratio of planned facilities that serve new development to the increase in demand associated with new development. This approach is appropriate when specific planned facilities that only benefit new development can be identified, or when the specific share of facilities benefiting new development can be identified. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to

a previously undeveloped area. This approach is used for the transportation, storm drain water and wastewater facilities fees in this report.

The **system plan** approach is based on a master facility plan in situations where specific needed facilities serve both existing and new development. This approach allocates existing and planned facilities across existing and new development to determine new development's fair share of facility needs. This approach is used when it is not possible to differentiate the benefits of new facilities between new and existing development. This approach is not used in this report.

Use of Fee Revenues

Impact fee revenue must be spent on new facilities or expansion of current facilities to serve new development. Facilities can be generally defined as capital acquisition items with a useful life greater than five years. Impact fee revenue can be spent on capital facilities to serve new development, including but not limited to land acquisition, construction of buildings, construction of infrastructure, the acquisition of vehicles or equipment, information technology, software licenses and equipment.

In that the City cannot predict with certainty how and when development within the City will occur during the 17-year planning horizon assumed in this study, the City may need to update and revise the project lists funded by the fees documented in this study. Any substitute projects should be funded within the same facility category, and the substitute projects must still benefit and have a relationship to new development. The City could identify any changes to the projects funded by the impact fees when it updates the CIP. The impact fees could also be updated if significant changes to the projects funded by the fees are anticipated.

Development Impact Fee Schedule Summary

Table E.1 summarizes the development impact fees that meet the City's identified needs and comply with the requirements of the *Mitigation Fee Act*.

Table E.1: Maximum Justified Impact Fee Summary

Land Use	Public Safety	Civic Facilities	Transportation Facilities	Parks	Storm Drainage	Water	Wastewater	Total - Maximum Justified
Residential - per Sq. Ft.	$ 1.30	$ 1.60	$ 0.81	$ 3.77	$ 0.61	$ 1.41	$ 1.57	$ 11.07
Nonresidential - Fee per Sq. Ft.								
Commercial	$ 1.30	$ 1.60	$ 5.10	$ -	$ 1.90	$ 0.86	$ 1.87	$ 12.63
Office	2.00	2.46	4.06	-	1.58	0.86	1.87	12.83
Industrial	0.71	0.87	2.43	-	1.90	0.73	1.65	8.29
Hotel Room	1.37	1.69	5.46	-	2.64	2.40	5.50	19.07

Sources: Tables 3.5, 4.6, 5.5, 6.7, 7.5, 8.5 and 9.5.

Table E.2: Current Impact Fee Schedule

Land Use	Public Safety	Civic Facilities	Transportation Facilities	Parks	Storm Drainage	Water	Wastewater	Total
Residential - per Sq. Ft.								
Single Family Unit	$ 2.41	$ 3.61	$ 3.59	$ 10.46	$ 2.01	$ 3.14	$ 1.64	$ 26.86
Multifamily Unit	2.41	3.61	4.14	17.05	1.95	2.72	1.91	33.79
Nonresidential - Fee per Square Foot								
Commercial	$ 2.41	$ 3.61	$ 28.49	$ -	$ 3.21	$ 5.19	$ 2.20	$ 45.11
Office	2.41	3.61	8.08	-	3.21	3.19	1.62	22.12
Industrial	2.41	3.61	5.51	-	3.21	3.89	1.82	20.45
Hotel Room	2.41	3.61	11.53	-	2.72	5.23	2.19	27.69

Source: City of St. Helena.

Other Funding Needed

Impact fees may only fund the share of public facilities related to new development in St. Helena. They may not be used to fund the share of facility needs generated by existing development or by development outside of the City. As shown in **Table E.3,** approximately $72.3 million in additional funding will be needed to complete the facility projects the City currently plans to develop if fees are adopted at the maximum justified fee level. The "Additional Funding Required" column shows non-impact fee funding required to fund a share of the improvements partially funded by impact fees. Non-fee funding is needed because these facilities are needed partially to remedy existing deficiencies and partly to accommodate new development. To the extent that the City adopts fees that are lower than the maximum justified amount, the non-fee funding requirements may increase, depending on the fee category and methodology.

The City will need to develop alternative funding sources to fund existing development's share of the planned facilities. Potential sources of revenue include but are not limited to existing or new general fund revenues, existing or new taxes, special assessments, and grants.

Table E.2: Non-Impact Fee Funding Required

Fee Category	Net Project Cost	Projected Impact Fee Revenue	Additional Funding Required
Public Safety	$ 3,730,662	$ 3,730,662	$ -
Civic Facilities	4,589,658	4,589,658	-
Transportation Facilities	18,799,000	4,060,584	14,738,416
Parks	7,771,000	7,771,000	-
Storm Drainage	19,273,000	2,356,359	16,916,641
Water	18,539,000	1,757,577	16,781,423
Wastewater	26,683,341	2,854,058	23,829,283
Total	$ 99,385,661	$ 27,119,898	$ 72,265,763

Sources: Tables 3.4, 4.5, 5.3, 6.5, 7.3, 8.3 and 9.3.

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1. Introduction

This report presents an analysis of the need for public facilities to accommodate new development in the City of St. Helena. This chapter provides background for the study and explains the study approach under the following sections:

- Public Facilities Financing in California;
- Study Objectives;
- Fee Program Maintenance;
- Study Methodology; and
- Organization of the Report.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing ratepayers and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees also known as public facilities fees. Assessments and special taxes require the approval of property owners and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit all development jurisdiction-wide. Development impact fees need only a majority vote of the legislative body for adoption.

Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth. *Policy LU1.1* of the General Plan states: "Require new development to occur within well-defined boundaries and be consistent with the ability to provide urban services. New development should mitigate infrastructure impacts by using sustainable, best management practices in green building and stormwater management and paying its share of development impact fees, while minimizing impacts on sewer, water, energy, and natural resources."

The primary purpose of this report is to update the City's impact fees based on the most current available facility plans and growth projections. The maximum justified fees will enable the City to expand its inventory of public facilities as new development leads to increases in service demands. This report supports the General Plan policies stated above.

The City collects public facilities fees under authority granted by the Mitigation Fee Act (the Act), contained in California Government Code Sections 66000 et seq. This report provides the necessary findings required by the Act for adoption of the fees presented in the fee schedules presented in this report.

St. Helena is forecast to see moderate growth through this study's planning horizon of 2040. This growth will create an increase in demand for public services and the facilities required to deliver them. Given the revenue challenges described above, St. Helena has decided to continue to use a development impact fee program to ensure that new development funds its share of facility costs associated with growth. This report makes use of the most current available growth forecasts and facility plans to update the City's existing fee program to ensure that the fee program accurately represents the facility needs resulting from new development.

Fee Program Maintenance

Once a fee program has been adopted it must be properly maintained to ensure that the revenue collected adequately funds the facilities needed by new development. To avoid collecting inadequate revenue, the inventories of existing facilities and costs for planned facilities must be updated periodically for inflation, and the fees recalculated to reflect the higher costs. The use of established indices for each facility included in the inventories (land, buildings, and equipment), such as the *Engineering News-Record*, is necessary to accurately adjust the impact fees. For a list of recommended indices, see Chapter 11.

While fee updates using inflation indices are appropriate for annual or periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, it is recommended to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available. For further detail on fee program implementation, see Chapter 11.

Study Methodology

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The six steps followed in this development impact fee study include:

1. **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
2. **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
3. **Determine facilities required to serve new development:** Estimate the total amount of planned facilities, and identify the share required to accommodate new development;
4. **Determine the cost of facilities required to serve new development:** Estimate the total amount and the share of the cost of planned facilities required to accommodate new development;
5. **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the development impact fee schedule; and
6. **Identify alternative funding requirements:** Determine if any non-fee funding is required to complete projects.

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Types of Facility Standards

There are three separate components of facility standards:

- *Demand standards* determine the amount of facilities required to accommodate growth, for example, park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicle volume-to-capacity (V/C) ratio used in traffic planning.
- *Design standards* determine how a facility should be designed to meet expected demand, for example, park improvement requirements and technology infrastructure for City office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates the cost of planned facilities built to satisfy the City's facility design standards.
- *Cost standards* are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. *Cost standards* are useful when demand standards were not explicitly developed for the facility planning process. *Cost standards* also enable different types of facilities to be analyzed based on a single measure (cost or value) and are useful when different facilities are funded by a single fee program. Examples include facility costs per capita, cost per vehicle trip, or cost per gallon of water per day.

New Development Facility Needs and Costs

A number of approaches are used to identify facility needs and costs to serve new development. This is often a two-step process: (1) identify total facility needs, and (2) allocate to new development its fair share of those needs.

There are three common methods for determining new development's fair share of planned facilities costs in this study: the **existing inventory method**, the **planned facilities method**, and the **system plan method**. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized below:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \text{cost per unit of demand}$$

Under this method new development will fund the expansion of facilities at the same standard currently serving existing development. The existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Future facilities to serve growth are identified through an annual CIP and budget process, possibly after completion of a new facility master plan. This approach is used to calculate the public safety facilities, civic facilities and park and recreation facilities fees in this report.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \text{cost per unit of demand}$$

This method is appropriate when planned facilities will entirely serve new development, or when a fair share allocation of planned facilities to new development can be estimated. An example of the

former is a Wastewater trunk line extension to a previously undeveloped area. An example of the latter is expansion of an existing library building and book collection, which will be needed only if new development occurs, but which, if built, will in part benefit existing development, as well. Under this method new development will fund the expansion of facilities at the standards used in the applicable planning documents. This approach is used for the transportation, storm drain water and wastewater facilities fees in this report.

System Plan Method

This method calculates the fee based on the value of existing facilities plus the cost of planned facilities, divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \text{cost per unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together achieve the desired level of service.

The system plan method ensures that new development does not pay for existing deficiencies. Often facility standards based on policies such as those found in Comprehensive Plans are higher than the existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities required to correct the deficiency to ensure that new development receives the level of service funded by the impact fee. This approach is not used in this report.

Organization of the Report

The determination of a public facilities fee begins with the selection of a planning horizon and development of growth projections for population and employment. These projections are used throughout the analysis of different facility categories and are summarized in Chapter 2.

Chapters 3 through 9 identify facility standards and planned facilities, allocate the cost of planned facilities between new development and other development, and identify the appropriate development impact fee for each of the following facility categories:

- Public Safety Facilities
- Civic Facilities
- Transportation
- Park and Recreation Facilities
- Storm Drainage Facilities
- Water Facilities
- Wastewater Facilities

Chapter 10 describes how this nexus studies complies with the requirements of AB 602.

Chapter 11 details the procedures that the City must follow when implementing a development impact fee program. Impact fee program adoption procedures are found in *California Government Code* Sections 66016 through 66018.

The five statutory findings required for adoption of the maximum justified public facilities fees in accordance with the Mitigation Fee Act are documented in Chapter 12.

2. Growth Forecasts

Growth projections are used as indicators of demand to determine facility needs and allocate those needs between existing and new development. This chapter explains the source for the growth projections used in this study based on a 2023 base year and a planning horizon of 2040.

Estimates of existing development and projections of future growth are critical assumptions used throughout this report. These estimates are used as follows:

- The estimate of existing development in 2023 is used as an indicator of existing facility demand and to determine existing facility standards.
- The estimate of total development at the 2040 planning horizon is used as an indicator of future demand to determine total facilities needed to accommodate growth and remedy existing facility deficiencies, if any.
- Estimates of growth from 2023 through 2040 are used to (1) allocate facility costs between new development and existing development, and (2) estimate total fee revenues.

The demand for public facilities is based on the service population, dwelling units or nonresidential development creating the need for the facilities.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types for which impact fees have been calculated for are defined below.

- **Residential Dwelling Units:** All residential dwelling units, including detached and attached one-unit dwellings and all multifamily dwellings including apartments, duplexes and condominiums.
- **Commercial:** All commercial, retail, educational, and service development
- **Office:** All general, professional, and medical office development
- **Industrial:** All warehouse, distribution, manufacturing, and other industrial development.
- **Hotel:** All commercial lodging development.

Some developments may include more than one land use type, such as a mixed-use development with both multifamily and commercial uses. In those cases, the facilities fee would be calculated separately for each land use type.

The City has the discretion to determine which land use type best reflects a development project's characteristics for purposes of imposing an impact fee and may adjust fees for special or unique uses to reflect the impact characteristics of the use. If a project results in the intensification of use, at its discretion, the City can charge the project the difference in fees between the existing low intensity use and the future high intensity use.

Impact Fees for Accessory Dwelling Units

The California State Legislature recently amended requirements on local agencies for the imposition of development impact fees on accessory dwelling units (ADU) with Assembly Bill AB 68 in 2021. The amendment to California Government Code §65852.2(f)(2) stipulates that local agencies may not impose any impact fees on ADU less than 750 square feet. ADU greater than 750 square feet can be charged impact fees in proportion to the size of the primary dwelling unit.

Calculating Impact Fees for Accessory Dwelling Units

For ADUs greater than 750 square feet, impact fees can be charged as a percentage of the single family impact fee. The formula is:

$$\frac{ADU\ Square\ Feet}{Primary\ Residence\ Square\ Feet} \times Single\ Family\ Impact\ Fee = ADU\ Impact\ Fee$$

In the case of an 800 square foot ADU and a 1,600 square foot primary residence, the impact fees would be 50 percent (800 square feet / 1,600 square feet = 50%) of the single family dwelling unit fee.

Existing and Future Development

Table 2.1 shows the estimated number of residents, dwelling units, employees, and building square feet in St. Helena, both in 2023 and in 2040. The base year estimates of household residents and dwelling units comes from the California Department of Finance. The 2040 projection of residents was identified in Table ES-1 from the St. Helena General Plan Update EIR. The projection of total dwelling units in 2040 is based on data from Table ES-1 of the St. Helena General Plan Update EIR, allocated to single family and multifamily based on current proportions.

Base year employees were estimated based on the latest data from the US Census' OnTheMap application and exclude 88 local government (public administration) employees. Total projected workers in 2040 are identified in Table ES-2 of the St. Helena General Plan Update EIR dated June 8, 2016. The proportion of workers by land use is held consistent with current estimates. The estimates of nonresidential building square feet were estimated by dividing employee counts by the occupancy density factors presented in the following table.

Table 2.1: Existing and New Development

	2023	2040	Increase
Residents[1]	5,212	6,600	1,388
Dwelling Units[2]			
Single Family	2,018	2,190	172
Multifamily	838	910	72
Total	2,856	3,100	244
Building Square Feet (000s)[3]			
Commercial	782	1,108	326
Office	222	315	93
Industrial	1,536	2,177	641
Total	2,540	3,599	1,059
Employment[4]			
Commercial	1,657	2,348	691
Office	725	1,027	302
Industrial	1,782	2,525	743
Total	4,164	5,900	1,736

[1] Current household population from California Department of Finance (DOF). 2040 estimate based on Table ES-1 from the St. Helena General Plan Update EIR.

[2] Current values from DOF. Projection total for 2040 based on Table ES-1 of the St. Helena General Plan Update EIR, allocated to single family and multifamily based on current proportions.

[3] Estimates of square footage estimated by dividing employees by occupancy density factors.

[4] Total, less local government (public administration) workers identified by the U.S. Census Bureau, OnTheMap Application, http://onthemap.ces.census.gov for 2020, the latest data available. Total projected workers in 2040 identified in Table ES-2 of the St. Helena General Plan Update EIR. Proportion of workers by land use held consistent with current estimates.

Sources: California Department of Finance (DOF), Table E-5, 2023; Draft Environmental Impact Report for the St. Helena General Plan Update (2018); U.S. Census Bureau, OnTheMap Application, http://onthemap.ces.census.gov; Table 2.2, Willdan Financial Services.

Occupant Densities

All fees in this report are calculated based on dwelling units or building square feet. Occupant density assumptions ensure a reasonable relationship between the size of a development project, the increase in service population associated with the project, and the amount of the fee.

Occupant densities (residents per dwelling unit or workers per building square foot) are the most appropriate characteristics to use for most impact fees. The fee imposed should be based on the land use type that most closely represents the probable occupant density of the development. The occupancy factors are shown in **Table 2.2**. The residential density factors are based on data for St. Helena from the 2021 U.S. Census' American Community Survey, the most recent data

available. The nonresidential occupancy factors are derived from data from the Institute of Traffic Engineers Trip Generation Manual, 11th Edition.

Table 2.2: Occupant Density Assumptions

Residential Dwelling Unit	1.85	Residents per Dwelling Unit
Nonresidential		
Commercial	2.12	Employees per 1,000 square feet
Office	3.26	Employees per 1,000 square feet
Industrial	1.16	Employees per 1,000 square feet
Hotel	0.56	Employees per Room

Sources: U.S. Census Bureau, 2021 American Community Survey 1-Year Estimates, Tables B25024 and B25033; ITE Trip Generation Manual, 11th Edition; Willdan Financial Services.

3. Public Safety Facilities

The purpose of this fee is to ensure that new development funds its fair share of public safety facilities. A fee schedule is presented based on the existing inventory facilities standard of public safety facilities in the City of St. Helena to ensure that new development provides adequate funding to meet its needs.

Service Population

Public safety facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

Table 3.1 shows the existing and future projected service population for public safety facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for this service, it is reasonable to assume that demand for these services is less for one employee compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.31-weighting factor for workers is based on a 40-hour workweek divided by the total number of non-work hours in a week (128) and reflects the degree to which nonresidential development yields a lesser demand for public safety facilities.

Table 3.1: Public Safety Facilities Service Population

	Residents	Workers	Service Population
Existing (2023)	5,212	4,164	6,503
New Development (2023-2040)	1,388	1,736	1,926
Total (2040)	6,600	5,900	8,429
Weighting factor	1.00	0.31	

Source: Table 2.1; Willdan Financial Services.

Existing Facility Inventory

The City's public safety facilities inventory is comprised of a fire station, various vehicles and apparatus, and the police facility tenant improvements at Napa Valley College. The City built out space for police functions and general government uses at Napa Valley College. A share of the cost of those tenant improvements is listed here based on the proportion of the space used for police functions versus general government functions. The value of these facilities was identified in recent appraisals of the specific facilities commissioned by the City. The value of the fire apparatus was provided by the fire department. The total cost of tenant improvements at Napa Valley College was provided by the City. In total the City owns over $12.6 million worth of public safety facilities. **Table 3.2** displays the City's existing inventory of public safety facilities.

Table 3.2: Existing Public Safety Facilities Inventory

Description	Quantity	Units	Unit Cost	Total Value
Fire Station Building				
Fire Station Building[1]	15,420	Sq. ft.		$ 7,888,600
Land[2]	1.7	Acres	$ 6,803,300	1,094,000
Subtotal				$ 8,982,600
Vehicles and Apparatus				
Aerial Ladder Truck				$ 1,500,000
Type I Engine				800,000
Type I Engine				800,000
Subtotal				$ 3,100,000
Napa Valley College				
Tenant Improvements	2,280	Sq. Ft.	$ 226	$ 514,731
Total - Public Safety Facilities				$12,597,331

[1] Building values from appriasal adjusted from 2017 to August 2023 using the Engineering News record's Building Cost Index

[2] Land value from appriasal adjusted for inflation from 2017 to August 2023 using the Consumer Price Index for All Urban Consumers (CPI-U).

[4] Approximately 22.8% of cost of tenant improvements allocated to public safety facilities impact fee based on square footage for police uses vs. general government uses.

Source: A Restricted Appraisal Report of Fire Station, Ward Levy Appraisal Group, Inc., 2017.; City of St. Helena; ENR, 2023; BLS CPI-U, 2023; Willdan Financial Services.

Cost Allocation

Table 3.3 shows the calculation of the existing facilities standard per capita for public safety facilities. This cost is calculated by dividing the total existing value of all public safety facilities by the existing service population. The cost per capita is multiplied by the worker weighting factor of 0.31 to determine the cost per worker.

Table 3.3: Public Safety Facilities Existing Standard

Value of Existing Facilities	$	12,597,331
Existing Service Population		6,503
Cost per Capita	$	1,937
Facility Standard per Resident	$	1,937
Facility Standard per Worker[1]		600

[1] Based on a weighing factor of 0.31.

Sources: Tables 3.1 and 3.2.

Fee Revenue Projection

The City plans to use public safety facilities fee revenue to construct improvements and acquire capital facilities and equipment to add to the system of public safety facilities to serve new development. **Table 3.4** details a projection of fee revenue, based on the service population growth increment identified in Table 3.1. The City should program public safety facilities fee revenue to capacity expanding projects annually through its CIP and budget process.

Table 3.4: Revenue Projection - Existing Standard

Cost per Capita	$	1,937
Growth in Service Population (2023- 2040)		1,926
Fee Revenue	$	3,730,662

Sources: Tables 3.1 and 3.3.

Fee Schedule

Table 3.5 shows the maximum justified public safety facilities fee schedule. The City can adopt any fee up to this amount. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

The total fee includes a two percent (2.0%) administrative charge to fund costs that include: a standard overhead charge applied to City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting and mandated public reporting.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the

charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 3.5: Maximum Justified Public Safety Facilities Fee Schedule

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 0.02 Admin Charge[1, 2]	E = C + D Total Fee[1]	F = E / Average Fee per Sq. Ft.[3]	G Current Fee	H = (F-G)/G Percent Difference
Residential Dwelling Unit	$ 1,937	1.85	$ 3,583	$ 72	$ 3,655	$ 1.30	$ 2.41	(46.1%)
Nonresidential								
Commercial	$ 600	2.12	$ 1,272	$ 25	$ 1,297	$ 1.30	$ 2.41	(46.1%)
Office	600	3.26	1,956	39	1,995	2.00	2.41	(17.0%)
Industrial	600	1.16	696	14	710	0.71	2.41	(70.5%)
Hotel	600	0.56	336	7	343	1.37	2.41	(43.1%)

[1] Fee per average sized dwelling unit, per 1,000 square feet of nonresidential or per hotel room.
[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes an average of 2,802 square feet per dwelling unit based on City building permit data from 2011 to 2020.

Sources: Tables 2.2 and 3.3.

4. Civic Facilities

The purpose of this fee is to ensure that new development funds its fair share of civic facilities. A fee schedule is presented based on the system standard of civic facilities in the City of St. Helena to ensure that new development provides adequate funding to meet its needs.

Service Population

Public safety facilities serve both residents, visitors, and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents, visitors, and workers.

Table 4.1 shows the existing and future projected service population for civic facilities. Residents and visitors are assumed to create an equal amount of demand for civic facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for this service, it is reasonable to assume that demand for these services is less for one employee compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.31-weighting factor for workers is based on a 40-hour workweek divided by the total number of non-work hours in a week (128) and reflects the degree to which nonresidential development yields a lesser demand for civic facilities.

Table 4.1: Civic Facilities Service Population

	Residents	Workers	Service Population
Existing (2023)	5,212	4,164	6,503
New Development (2023-2040)	1,388	1,736	1,926
Total (2040)	6,600	5,900	8,429
Weighting factor	1.00	0.31	

Source: Table 2.1; Willdan Financial Services.

Existing Facilities Inventory

The City's civic facilities inventory is comprised of the public works corporation yard, the City library and tenant improvements at Napa Valley College. The City built out space for police functions and general government uses at Napa Valley College. A share of the cost of those tenant improvements is listed here based on the proportion of the space used for general government functions versus police functions. The value of these facilities was identified in recent appraisals of the specific facilities commissioned by the City. Note that City Hall is excluded from this table, since that facility is not being used for government purposes. In total the City owns $15.5 million worth of civic facilities. **Table 4.2** displays the City's existing inventory of civic facilities.

Table 4.2: Existing Civic Facilities Inventory

Description	Quantity	Units	Unit Cost	Total Value
Public Works Corporation Yard				
Building[1]	5,700	Sq. ft.	$ 212	$ 1,208,400
Land[2]	3.98	Acres	426,229	1,696,392
Subtotal				$ 2,904,792
Library				
Building[1]	15,930	Sq. ft.	$ 424	$ 6,754,320
Land[3]	0.92	Acres	-	-
Subtotal				$ 6,754,320
Carnegie Building				
Building[1]	5,267	Sq. ft.	$ 777	$ 4,092,459
Land[3]	0.13	Acres	-	-
Napa Valley College				
Tenant Improvements[4]	7,736	Sq. ft.	$ 226	$ 1,746,473
Total Value - Existing Civic Facilities				$ 15,498,044

[1] Building values from appriasal adjusted from 2017 to August 2023 using the Engineering News record's Building Cost Index

[2] Land value from appriasal adjusted for inflation from 2017 to August 2023 using the Consumer Price Index for All Urban Consumers (CPI-U).

[3] Per appriasal, land value included in the building value.

[4] Approximately 77.2% of cost of tenant improvements allocated to civic center impact fee based on square footage for general government uses vs. police uses.

Source: A Restricted Appraisal Report of the St. Helena Public Library, A Restricted Appraisal Report of the Public Works Corporation Yard, A Restricted Appraisal Reportof the Carnegie Building, Ward Levy Appraisal Group, Inc., 2017; ENR, 2023; BLS CPI-U, 2023; Willdan Financial Services.

Cost Allocation

Table 4.4 shows the calculation of the existing facilities standard per capita for civic facilities. This cost is calculated by dividing the total existing value of all civic facilities by the existing service population. The cost per capita is multiplied by the worker weighting factor of 0.31 to determine the cost per worker.

Table 4.3: Existing Standard

Value of Existing Facilities	$	15,498,044
Existing Service Population		6,503
Cost per Capita	$	2,383
Facility Standard per Resident	$	2,383
Facility Standard per Worker[1]		739

[1] Based on a weighing factor of 0.31.

Sources: Tables 4.1 and 4.2, Willdan Financial Services.

Fee Revenue Projection

The City plans to use civic facilities fee revenue to construct improvements and acquire capital facilities and equipment to add to the system of civic facilities to serve new development. **Table 4.4** details a projection of fee revenue, based on the service population growth increment identified in Table 4.1. The City should program civic center fee revenue to capacity expanding projects annually through its CIP and budget process.

Table 4.4: Revenue Projection - Existing Standard

Cost per Capita	$	2,383
Growth in Service Population (2023- 2040)		1,926
Fee Revenue	$	4,589,658

Sources: Tables 4.1 and 4.3.

Fee Schedule

Table 4.5 shows the maximum justified civic facilities fee schedule. The City can adopt any fee up to this amount. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The total fee includes a two percent (2.0%) administrative charge to fund costs that include: a standard overhead charge applied to City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting and mandated public reporting.

Table 4.5: Maximum Justified Civic Facilities Fee Schedule

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 0.02 Admin Charge[1, 2]	E = C + D Total Fee[1]	F = E / Average Fee per Sq. Ft.[3]	G Current Fee	H = (F-G)/G Percent Difference
Residential Dwelling Unit	$ 2,383	1.85	$ 4,409	$ 88	$ 4,497	$ 1.60	$ 3.61	(55.7%)
Nonresidential								
Commercial	$ 739	2.12	$ 1,567	$ 31	$ 1,598	$ 1.60	$ 3.61	(55.7%)
Office	739	3.26	2,409	48	2,457	2.46	3.61	(31.9%)
Industrial	739	1.16	857	17	874	0.87	3.61	(75.8%)
Hotel	739	0.56	414	8	422	1.69	3.61	(53.2%)

[1] Fee per average sized dwelling unit, per 1,000 square feet of nonresidential or per hotel room.

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

[3] Assumes an average of 2,802 square feet per dwelling unit based on City building permit data from 2011 to 2020.

Sources: Tables 2.2 and 4.4.

5. Transportation Facilities

This chapter details an analysis of the need for transportation facilities to accommodate new development. The chapter documents a reasonable relationship between new development and the impact fee for funding of these facilities.

Trip Demand

The need for transportation facilities is based on the trip demand placed on the system by development. A reasonable measure of demand is the number of average daily vehicle trips, adjusted for the type of trip. Vehicle trip generation rates are a reasonable measure of demand on the City's system of street improvements across all modes because alternate modes (transit, bicycle, pedestrian) often substitute for vehicle trips.

The two types of trips adjustments made to trip generation rates to calculate trip demand are described below:

- Pass-by trips are deducted from the trip generation rate. Pass-by trips are intermediates stops between an origin and a destination that require no diversion from the route, such as stopping to get gas on the way to work.
- The trip generation rate is adjusted by the average length of trips for a specific land use category compared to the average length of all trips on the street system.

These adjustments allow for a holistic quantification of trip demand that takes trip purpose and length into account for fee calculation purposes.

Table 5.1 shows the calculation of trip demand factors by land use category based on the adjustments described above. Data is based on extensive and detailed trip surveys conducted in the Institute of Traffic Engineers (ITE), the San Francisco Bay Area Metropolitan Transportation Commission (MTC) and by the San Diego Association of Governments (SANDAG). The trip rates come from ITE. The trip length assumptions come from MTC. And the pass-by assumptions come from SANDAG. The surveys provide some of the most comprehensive databases available of trip generation rates, pass-by trips factors, and average trip length for a wide range of land uses.

Table 5.1: Trip Rate Adjustment Factors

	Primary Trips[1]	Diverted Trips[1]	Total Excluding Pass-by[1]	Average Trip Length[2]	Adjust-ment Factor[3]	ITE Category	Average Daily Trips[4]	Trip Demand Factor[5]
	A	*B*	*C = A + B*	D	*E = C x D*		*F*	*G = E x F*
Residential								
Single Family	86%	11%	97%	6.79	0.95	Single Family Housing (210)	9.43	8.96
Multifamily	86%	11%	97%	6.79	0.95	Apartment (220)	6.74	6.40
Nonresidential								
Commercial	47%	31%	78%	4.43	0.50	Shopping Center (820)	37.01	18.51
Office	77%	19%	96%	9.81	1.36	General Office Building (710)	10.84	14.74
Industrial	79%	19%	98%	12.71	1.81	General Light Industrial (110)	4.87	8.81
Hotel (per Room)	58%	38%	96%	4.43	0.62	Hotel (310)	7.99	4.95

[1] Percent of total trips. Primary trips are trips with no midway stops, or "links". Diverted trips are linked trips whose distance adds at least one mile to the primary trip. Pass-by trips are links that do not add more than one mile to the total trip.
[2] In miles. Residential based on "Total personal travel," Commercial based on "Home-Based Shop/Other," Office based on "Home-Based Work, Income Quartile 1" and Industrial based on "Home-Based Work, Income Quartile 4" trip lengths from *Travel Forecasts for the San Francisco Bay Area 1990 - 2030*, Metropolitan Transportation Commission, 2005.
[3] The trip adjustment factor equals the percent of non-pass-by trips multiplied by the average trip length and divided by the systemwide average trip length of
[4] Trips per dwelling unit or per 1,000 building square feet.
[5] The trip demand factor is the product of the trip adjustment factor and the average daily trips.

Sources: Travel Forecasts for the San Francisco Bay Area 1990 - 2030, Metropolitan Transportation Commission, 2005; San Diego Association of Governments, Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002; Institute of Traffic Engineers, Trip Generation, 11th Edition; Willdan Financial Services.

Trip Demand Growth

The planning horizon for this analysis is 2040. **Table 5.2** lists the 2023 and 2040 land use assumptions used in this study. The trip demand factors calculated are multiplied by the existing and future dwelling units and building square feet to determine the increase in trip demand attributable to new development.

Table 5.2: Land Use Scenario and Trip Demand

	Trip	2023		2040		Growth 2023 to 2040	
Land Use	Demand Factor	Units / 1,000 SF	Trips	Units / 1,000 SF	Trips	Units / 1,000 SF	Trips
Residential							
Single Family	8.96	2,018	18,081	2,190	19,622	172	1,541
Multifamily	6.4	838	5,363	910	5,824	72	461
Subtotal		2,856	23,444	3,100	25,446	244	2,002
Nonresidential							
Commercial	18.51	782	14,467	1,108	20,501	326	6,034
Office	14.74	222	3,278	315	4,644	93	1,366
Industrial	8.81	1,536	13,534	2,177	19,177	641	5,643
Subtotal		2,540	31,279	3,599	44,322	1,059	13,043
Total			54,723		69,768		15,045
			78%		100%		22%

Sources: Tables 2.1 and 5.1.

Planned Facilities

Table 5.3 lists the transportation projects included in this analysis. Each of the projects was identified in the City's prior impact fee study or in the City's most recent CIP. Projects from the prior impact fee study were completed have been removed from this project list.

The table also allocates a share of each project to new development. Since the projects will benefit both existing development and new development, new development's proportional share of trip generation at the planning horizon (identified in Table 5.2) is used as new development's cost allocation. In total, $4.1 million of transportation project costs are allocated to new development through this impact fee.

Table 5.3: Planned Transportation Facilities and Cost Allocation

Project Name	Total Project Cost (2023)[1]	Allocation To New Development	Cost Allocated to New Development
Spring Street Bike Lane Striping	$ 31,000	21.6%	$ 6,696
Charter Oak/Main Street (Hwy 29) Intersection Improvements	652,200	21.6%	108,000
Mills Lane Safety Improvements	1,956,600	21.6%	324,000
Pope Street/Napa River/Silverado Trail - New Bridge and Striping	4,174,100	21.6%	691,200
Pratt Avenue/Napa River/Silverado Trail - New Bridge and Striping	3,000,100	21.6%	496,800
Oak Avenue Extension - Charter Oak to Mitchell	2,347,900	21.6%	388,800
Starr Avenue Extension - Hunt Ave to Adams St	804,800	21.6%	133,272
Adams Street Extension - end to Starr Ave	1,110,100	21.6%	183,816
Fulton Lane Safety Improvements - widening with bike lanes and pedestrian access	2,869,700	21.6%	475,200
New North-South Collector (Extend College Ave, Starr Ave, or Allison Ave from Mills Ln to Pope St	2,478,400	21.6%	410,400
New East-West Collector (Extend Adams St or Mills Ln to Silverado Tr)	3,782,800	21.6%	626,400
Pratt Avenue/Main Street (Hwy 29) Intersection Improvements	652,200	21.6%	108,000
Deer Park/Main Street (Hwy 29) Intersection Improvements	652,200	21.6%	108,000
Total	$24,512,100		$ 4,060,584

[1] 2016 costs adjusted to 2023 dollars using the Engineering News Record's Construction Cost Index.

Source: City of St. Helena; City of St. Helena 5-Year Capital Improvements Program FY 2021-22 to FY 2025-26; Table 5.2, Willdan Financial Services.

Fee per Trip Demand Unit

Every impact fee consists of a dollar amount, representing the value of facilities, divided by a measure of demand. In this case, all fees are first calculated as a replacement cost per trip demand unit. Then these amounts are translated into housing unit (cost per unit) and employment space (cost per 1,000 square feet or room) fees by multiplying the cost per trip by the trip generation rate for each land use category. These amounts become the fee schedule.

Table 5.4 displays the calculation of the cost the cost per trip demand unit. The net costs allocated to new development are divided by the growth in trip demand from Table 5.2 to determine the cost per trip attributable to new development. This figure drives the fee calculation.

Table 5.4: Cost per Trip to Accommodate Growth

Fee Program Share of Planned Facilities Costs	$	4,060,584
Growth in Daily Trips		15,045
Cost per Trip	$	270

Sources: Tables 5.2 and 5.3; Willdan Financial Services.

Fee Schedule

Table 5.5 shows the maximum justified transportation facilities fee schedule. The City can adopt any fee up to these amounts. The maximum justified fees are based on the cost per trip identified in. Table 5.4. The cost per trip is multiplied by the trip demand factors in Table 5.1 to determine a fee per unit of new development. The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

The total fee includes a two percent (2%) administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue, and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 5.5: Maximum Justified Transportation Facilities Impact Fee Schedule

	A	*B*	*C = A x B*	*D = C x 0.02*	*E = C + D*	*F = E / Average*	*G*	*H = (F-G)/G*
Land Use	**Cost Per Trip**	**Trip Demand Factor**	**Base Fee[1]**	**Admin Charge[1, 2]**	**Total Fee[1]**	**Fee per Sq. Ft.[3]**	**Current Fee[4]**	**Percent Difference**
Residential Dwelling Unit[5]	$ 270	8.20	$ 2,214	$ 44	$ 2,258	$ 0.81	$ 3.59	(77.4%)
Nonresidential								
Commercial	$ 270	18.51	$ 4,998	$ 100	$ 5,098	$ 5.10	$ 28.49	(82.1%)
Office	270	14.74	3,980	80	4,060	4.06	8.08	(49.8%)
Industrial	270	8.81	2,379	48	2,427	2.43	5.51	(56.0%)
Hotel	270	4.95	1,337	27	1,364	5.46	11.53	(52.7%)

[1] Fee per average sized dwelling unit, per 1,000 square feet of nonresidential or per hotel room.
[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes an average of 2,802 square feet per dwelling unit based on City building permit data from 2011 to 2020.
[4] Current fee shown is the single family fee per square foot.
[5] Average trip demand factor per residential dwelling unit weighted by projected single family and multifamily development.

Sources: Tables 5.1 and 5.4, Willdan Financial Services.

6. Parks and Recreation Facilities

The purpose of the parks and recreation facilities impact fee is to fund the parks and recreation facilities needed to serve new development. The maximum justified impact fee is presented based on the existing standard of parks and recreation facilities per capita.

Service Population

Park and recreation facilities in St. Helena primarily serve residents. Therefore, demand for services and associated facilities is based on the City's residential population. **Table 6.1** shows the existing and future projected service population for park and recreation facilities.

Table 6.1: Park and Recreation Facilities Service Population

	Residents
Existing (2023)	5,212
New Development (2023-2040)	1,388
Total (2040)	6,600

Source: Table 2.1.

Existing Park and Recreation Facilities Inventory

The City of St. Helena maintains several park and recreation facilities throughout the city. **Table 6.2** summarizes the City's existing parkland inventory in 2020. All facilities are located within the City limits. In total, the inventory includes a total of 27.43 acres of improved parkland, and 15 acres of unimproved open space.

Table 6.2: Parkland Inventory (acres)

	Park Land
Mini Parks	
Baldwin Park	0.76
Lewis Station	0.13
Lyman Park	0.89
Mary Fryer Park	0.84
Mennen Park	0.17
St. Helena Skate Park	0.41
Stephen C. McCullagh Park	0.14
Stonebridge Park	0.75
Subtotal	4.09
Neighborhood Parks	
Jacob Meilly Park	5.42
Wappo Park	6.65
Subtotal	12.07
Community Parks	
Crane Park	11.27
Open Space	
Lower Reservoir	15.00
Total	42.43

Sources: City of St. Helena Draft General Plan Update 2040, Table 12.1 and the City of St. Helena Public Works Department.

Parkland and Park Facilities Unit Costs

Table 6.3 displays the unit costs necessary to develop parkland in St. Helena. The land cost assumption was based on an analysis of land sales comparison since September 2018 of parcels 20 acres or less in size within the City of St. Helena using data from CoStar. An estimate of $423,700 per acre for standard parkland improvements is based on the City's prior impact fee study and has been adjusted for inflation to 2023 dollars. In total, it costs approximately $837,700 to acquire and improve an acre of parkland in St. Helena.

Table 6.3: Park Facilities Unit Costs

	Cost Per Acre	Share of Total Costs
Land Acquisition	$ 414,000	49%
Improvements	423,700	51%
Total Cost per Acre	$ 837,700	100%

Sources: Costar.com; Willdan Financial Services.

Park Facility Standards

Park facility standards establish a reasonable relationship between new development and the need for expanded park facilities. Information regarding the City's existing inventory of existing parks facilities was obtained from City staff.

The most common measure in calculating new development's demand for parks is the ratio of park acres per resident. In general, facility standards may be based on a jurisdiction's existing inventory of park facilities, or an adopted policy standard contained in a master facility plan or general plan. Facility standards may also be based on a land dedication standard established by the *Quimby Act*.[1]

Quimby Act Standard

The *Quimby Act* specifies that the dedication requirement must be a minimum of 3.0 acres and a maximum of 5.0 acres per 1,000 residents. A jurisdiction can require residential developers to dedicate above the three-acre minimum if the jurisdiction's existing park standard at the time it adopted its *Quimby Act* ordinance justifies the higher level (up to five acres per 1,000 residents). The standard used must also conform to the jurisdiction's adopted general or specific plan standards.

The *Quimby Act* only applies to land subdivisions. The *Quimby Act* would not apply to residential development on future approved projects on single parcels, such as apartment complexes and other multifamily development.

The *Quimby Act* allows payment of a fee in lieu of land dedication. The fee is calculated to fund acquisition of the same amount of land that would have been dedicated.

The *Quimby Act* allows use of in-lieu fee revenue for any park or recreation facility purpose. Allowable uses of this revenue include land acquisition, park improvements including recreation facilities, and rehabilitation of existing park and recreation facilities. The *Quimby Act* generally requires that fees be used for neighborhood and community park acreage to serve the subdivision, except in limited circumstances.

City of St. Helena Park Facilities Standards

Table 6.4 shows the existing standard for improved park acreage per 1,000 residents based on the type of parkland. In total the City has an existing parkland standard of 5.26 acres per 1,000 residents, which is greater than the maximum Quimby standard of 5.0 acres per 1,000 residents. The City's General Plan Policy PR1.1 states, "Retain the park standard from the 1993 General

[1] *California Government Code* §66477.

Plan of 5.0 acres of parkland per 1,000 residents, while striving for the nationally recommended standard of 10.5 acres per 1,000 residents."

Fees for subdivisions are calculated at the maximum *Quimby* standard of 5.0 acres of developed parkland per 1,000 residents. Fees for infill development charged under the Mitigation Fee Act will also be charged at the 5.26 acre per 1,000 resident standard in order to comply with the General Plan policy stated above. As such Quimby Act fee in-lieu of land dedication and the Mitigation Fee Act fee for land acquisition will be charged at different amounts per square foot. The City must track the fee revenue separately and ensure that the fees are used for the purpose for which they were collected.

Table 6.4 also shows the City's existing open space standard. This is calculated separately from the parkland standard. The current open space standard is 2.88 acres per 1,000 residents.

Table 6.4: Parkland Standards

Parkland	
Total Park Acreage	27.43
Service Population (2023)	5,212
Existing Standard (Acres per 1,000 Residents)	5.26
Open Space	
Total Acreage	15.00
Service Population (2023)	5,212
Existing Standard (Acres per 1,000 Residents)	2.88

Sources: Tables 6.1 and 6.2.

Facilities Needed to Accommodate New Development

Table 6.5 shows the park facilities needed to accommodate new development at the existing standard. To achieve the standard by the planning horizon, depending on the amount of development subject to the Quimby Act, new development must fund the purchase and improvement of between 6.94 and 7.30 parkland acres.

The facility standards and resulting fees under the Quimby Act are lower because development will be charged to provide 5.0 acres of parkland per 1,000 residents, and 5.26 acres of improvements, whereas development not subject to the Quimby Act will be charged to provide 5.26 acres of both parkland and improvements per 1,000 residents. Since the exact amount of development that will be subject to the Quimby fees is unknown at this time, Table 6.5 presents the range of total facility costs that may be incurred depending on the amount of development subject to the Quimby Act. Also included in Table 6.5 is an estimate of the amount of open space needed to maintain the City's existing open space standard.

Table 6.5: Park Facilities to Accommodate New Development

	Calculation	Parkland	Improvements	Total
Parkland (Mitigation Fee Act), Improvements (Mitigation Fee Act) [1]				
Facility Standard (acres/1,000 capita)	*A*	5.26	5.26	
Service Population Growth (2023 to 2040)	*B*	1,388	1,388	
Facility Needs (acres)	*C = A x B/1000*	7.30	7.30	
Average Unit Cost (per acre)	*D*	$ 414,000	$ 423,700	
Subtotal	*E = C x D*	$3,022,000	$ 3,093,000	$ 6,115,000
Parkland (Quimby Act), Improvements (Mitigation Fee Act) [1]				
Facility Standard (acres/1,000 capita)	*A*	5.00	5.26	
Service Population Growth (2023 to 2040)	*B*	1,388	1,388	
Facility Needs (acres)	*C = A x B/1000*	6.94	7.30	
Average Unit Cost (per acre)	*D*	$ 414,000	$ 423,700	
Subtotal	*E = C x D*	$2,873,000	$ 3,093,000	$ 5,966,000
Open Space				
Facility Standard (acres/1,000 capita)	*A*	2.88		
Service Population Growth (2023 to 2040)	*B*	1,388		
Facility Needs (acres)	*C = A x B/1000*	4.00		
Average Unit Cost (per acre)	*D*	$ 414,000		
Subtotal	*E = C x D*	$1,656,000		$ 1,656,000
Total - All Infill Development				$ 7,771,000
Total - All Subdivision Development				$ 7,622,000

Note: Totals have been rounded to the thousands.

[1] Quimby Act fees in lieu of land dedication only apply to subdivisions. Infill development charged under the Mitigation Fee Act.

Sources: Tables 6.1, 6.3 and 6.4.

Parks and Recreation Facilities Cost per Capita

Table 6.6 shows the cost per capita of providing new park facilities at the Quimby standard, and the existing facility standard. The cost per capita is shown separately for land and improvements. The costs per capita in this table will serve as the basis of four fees. Fee revenue from each fee should be placed into a segregated account so that it can only be spent for the purpose that it was collected:

- A Quimby Act Fee in-lieu of parkland dedication. This fee is payable by residential development occurring in subdivisions. Quimby fee revenue can also be used for rehabilitation of neighborhood and community parks serving the subdivision that paid the fee.
- A Mitigation Fee Act Fee for parkland acquisition. This fee is payable by residential development not occurring in subdivisions.
- A Mitigation Fee Act Fee for parkland improvements. This fee is payable by all residential development.

- A Mitigation Fee Act Fee for open space acquisition. This fee is payable by all residential development.

A development project pays either the Quimby Act Fee in-lieu of land dedication, or the Mitigation Fee Act Fee for land acquisition, not both. All development projects pay the Mitigation Fee Act Fees for park improvements and open space acquisition.

Table 6.6: Park Facilities Investment Per Capita

		Land				***Improvements***
	Calculation	**Quimby Fee**	**OR**	**Impact Fee**	**AND**	**Impact Fee**
Parks						
Parkland Investment (per acre)	*A*	$ 414,000		$ 414,000		$ 423,700
Existing Standard (acres per 1,000 capita)	*B*	5.00		5.26		5.26
Total Cost Per 1,000 capita	*C = A x B*	$ 2,070,000		$ 2,177,600		$ 2,228,700
Cost Per Resident	*D = C / 1,000*	$ 2,070		$ 2,178		$ 2,229
Open Space						
Parkland Investment (per acre)	*A*			$ 414,000		
Existing Standard (acres per 1,000 capita)	*B*			2.88		
Total Cost Per 1,000 capita	*C = A x B*			$ 1,192,300		
Cost Per Resident	*D = C / 1,000*			$ 1,192		

Sources: Tables 6.3 and 6.4.

Use of Fee Revenue

As noted above this chapter identifies four fees related to parks. Revenue must be deposited into four separate accounts. Revenue collected under the Quimby Act can be used to acquire neighborhood and community parkland serving the subdivision that paid the fees. It can also be used to rehabilitate existing neighborhood and community parkland serving the subdivision that paid the fees.

Revenue collected under the Mitigation Fee Act for land acquisition, park improvements or open space must be collected in separate accounts and can only be used for the purpose it was collected.

The City plans to use this fee revenue to acquire parkland and open space and construct improvements to add to the system of park facilities that serves new development. The City may only use impact fee revenue collected under the Mitigation Fee Act to provide facilities and intensify usage of existing facilities needed to serve new development. The City should program fee revenue to capacity expanding projects annually through its CIP and budget process.

Fee Schedule

To calculate fees by land use type, the investment in park facilities is determined on a per resident basis for parkland acquisition, open space acquisition and parkland improvements. These investment factors (shown in Table 6.6) are based on the unit cost estimates and the City's existing facility standards.

Table 6.7 shows the maximum justified park and recreation facilities fee based on the existing standard per capita under the Quimby Act and under the existing park standard under the Mitigation Fee Act, respectively. The investment per capita is converted to a fee per dwelling unit

using the occupancy density factor from Table 2.2. The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

The total fee includes an administrative charge to fund costs that include: (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue, and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 6.7: Maximum Justified Park and Recreation Facilities Fee Schedule

Land Use	*A* Cost Per Capita	*B* Density	*C = A x B* Base Base Fee[1]	*D = C x 0.02* Admin Charge[1, 2]	*E = C + D* Total Fee[1]	*F = E / Average* Fee per Sq. Ft.[3]	*G* Current Fee[4]	*H = (F-G)/G* Percent Difference
Infill Development								
Parkland[5]	$ 2,178	1.85	$ 4,029	$ 81	$ 4,110	$ 1.47		
Improvements	2,229	1.85	4,124	82	4,206	1.50		
Open Space	1,192	1.85	2,205	44	2,249	0.80		
Total	$ 5,599		$ 10,358	$ 207	$ 10,565	$ 3.77	$ 10.46	(64.0%)
Subdivisions								
Land Dedication[5]	$ 2,070	1.85	$ 3,830	$ 77	$ 3,907	$ 1.39		
Improvements	2,229	1.85	4,124	82	4,206	1.50		
Open Space	1,192	1.85	2,205	44	2,249	0.80		
Total	$ 5,491		$ 10,159	$ 203	$ 10,362	$ 3.69	$ 10.46	(64.7%)

[1] Fee per average sized dwelling unit dwelling unit.
[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes an average of 2,802 square feet per dwelling unit based on City building permit data from 2011 to 2020.
[4] Current fee shown is the single family fee per square foot.
[5] This component is charged under the Quimby Act for development occurring in subdivisions at a 5.0 acre standard, or under the Mitigation Fee Act for infill development at a 5.26 acre standard.

Sources: Tables 2.2 and 6.6.

7. Storm Drain Facilities

This chapter summarizes an analysis of the need for storm drain facilities to accommodate growth within the City of St. Helena. This projects and associated costs in this chapter were identified it the City's Integrated Utility Master Plan, 2021. This chapter documents a reasonable relationship between new development and a storm drain fee to fund storm drain facilities that serve new development.

Storm Drain Demand

Most new development generates storm water runoff that must be controlled through storm drain facilities by increasing the amount of land that is impervious to precipitation. **Table 7.1** shows the calculation of equivalent dwelling unit (EDU) demand factors based on impervious surface coefficient by land use category. The impervious surface coefficients are based on from the City's prior impact fee study. EDU factors relate demand for storm drain facilities in terms of the demand created by a single-family dwelling unit.

Table 7.1: Storm Drain Facilities Equivalent Dwelling Units

	Impervious Surface Area per DU or KSF[1]	Equivalent Dwelling Unit (EDU)[2]
Residential		
Single Family	3,800	1.00
Multifamily	1,950	0.51
Nonresidential		
Commercial	3,600	0.95
Office	3,000	0.79
Industrial	3,600	0.95
Hotel	1,250	0.33

[1] Based on estimates in the City of St. Helena Development Impact Fee Study Report (2013). Storm drain assumption based on Willdan experience with other local clients.
[2] EDUs per dwelling unit for residential development and per thousand square feet for nonresidential development.

Sources: City of St. Helena Development Impact Fee Study Report (2013); Willdan Financial Services.

EDU Generation by New Development

Table 7.2 shows the estimated EDU generation from new development through 2040. New development will generate 1,200 new EDUs, representing 19.9 percent of total storm drain demand in 2040.

Table 7.2: Storm Drain Facilities Equivalent Dwelling Units

	EDU Factor[1]	Existing (DU/KSF)	Projected Growth (DU/KSF)	Total (DU/KSF)	Existing EDUs	Growth in EDUs	Total
Existing City							
Residential							
Single Family	1.00	2,018	172	2,190	2,018	172	2,190
Multifamily	0.51	838	72	910	427	37	464
Subtotal		2,856	244	3,100	2,445	209	2,654
Nonresidential							
Commercial	0.95	782	326	1,108	743	310	1,053
Office	0.79	222	93	315	176	73	249
Industrial	0.95	1,536	641	2,177	1,459	608	2,068
Subtotal		2,540	1,059	3,599	2,378	991	3,369
Total					4,823	1,200	6,023
					80.1%	19.9%	100.0%

[1] Per dwelling unit (residential) or thousand building square feet (nonresidential).

Sources: Table 2.1 and 7.1; Willdan Financial Services

Planned Facilities

Table 7.3 identifies the planned storm drain facilities to be funded by the fee. The new storm drain facilities were all identified in the City's Draft Integrated Master Plan. Since drainage projects will benefit both existing development and new development, capacity expanding projects are allocated to new development based on new development's share of storm drain demand at the planning horizon (See Table 7.2). Projects that do not expand capacity are not allocated to the impact fee.

Table 7.3: Storm Drain Capital Improvements

Project No.	Project Name	Existing Size/Type	Proposed Size/Type	Proposed Amount	Total Project Cost	Allocation To New Development	Cost Allocated to New Development
SD-1A	Oak Ave SD	17-24	30	1,880	$ 1,154,000	19.9%	$ 229,646
SD-1B	Oak Ave SD	24	36	980	756,000	19.9%	150,444
SD-1C	Tainter St SD	10	15	330	109,000	19.9%	21,691
SD-1D	Kearney St SD	0	12	430	133,000	19.9%	26,467
SD-1E	Adams St SD	12	18	390	139,000	19.9%	27,661
SD-2A	Main St SD	12	18	590	211,000	19.9%	41,989
SD-2B	Main St SD	12-15	24	960	469,000	19.9%	93,331
SD-2C	Spring St SD	6	12	130	40,000	19.9%	7,960
SD-2D	Hunt Ave SD	6	15	170	56,000	19.9%	11,144
SD-2E	Money Way SD	4	12	140	43,000	19.9%	8,557
SD-3A	Pope St SD	12	18	340	121,000	19.9%	24,079
SD-3B	Pope St SD	18	24	470	230,000	19.9%	45,770
SD-4	Spring Mountain SD	0	12	320	98,000	19.9%	19,502
SD-5A	Mills Ln SD	0	30	1,710	1,049,000	19.9%	208,751
SD-5B	Mills Ln SD	0	36	1,860	1,434,000	19.9%	285,366
SD-5C	Mills Ln SD	0	42	1,960	1,787,000	19.9%	355,613
SD-5D	Mills Ln Lateral SD	0	12	670	206,000	19.9%	40,994
SD-5E	Mills Ln Lateral SD	0	12	680	209,000	19.9%	41,591
SD-5F	Mills Ln/Main SD	18	30	160	98,000	19.9%	19,502
SD-6A	Crane/Sulphur Springs SD	0	18	4,770	1,701,000	19.9%	338,499
SD-6B	Main St/Vintage SD	0	24	1,610	787,000	19.9%	156,613
SD-7A	Church SD	0	24	320	156,000	19.9%	31,044
SD-7B	Railroad Ave SD	0	15	560	186,000	19.9%	37,014
SD-8	Allison Ave SD	18	24	390	191,000	19.9%	38,009
SD-9	Elmhurst Ave SD	10	15	380	126,000	19.9%	25,074
SD-10	Madrona Ave SD	12	15	280	93,000	19.9%	18,507
SD-11	Spring St SD	15	24	270	133,000	19.9%	26,467
SD-12	Crane Ave SD	15	12	410	126,000	19.9%	25,074
SDRR-1	Storm Drain Rehabilitation and Replacement	15	24	15,191	7,432,000	0%	-
					$ 19,273,000		$ 2,356,359

Sources: City of St Helena Draft Integrated Utility Master Plan Storm Drainage Capital Improvement Plan Summary; Willdan Financial Services.

Cost per Equivalent Dwelling Unit

This chapter uses the planned facilities approach to calculate the storm drain facilities cost standard. The cost of planned facilities allocated to new development is divided by the growth in EDUs to determine a cost standard per EDU. **Table 7.4** shows the facility cost standard for storm drain facilities.

Table 7.4: Cost per Equivalent Dwelling Unit

Cost of Planned Facilities Allocated to New Development	$ 2,356,359
Growth in EDUs	1,200
Cost per EDU	$ 1,964

Sources: Tables 7.2 and 7.3; Willdan Financial Services.

Fee Schedule

The maximum justified fee for storm drain facilities is shown in **Table 7.5**. The City can adopt any fee up to this amount. The cost per EDU from Table 7.4 is converted to a fee per unit of new development based on the EDU factors shown in Table 7.1. The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

The total fee includes a two percent (2.0%) administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting and mandated public reporting.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 7.5: Storm Drain Facilities Impact Fee Schedule

	A Cost Per EDU	*B* EDU Factor	*C = A x B* Base Fee[1]	*D = C x 0.02* Admin Charge[1, 2]	*E = C + D* Total Fee[1]	*F = E / Average* Fee per Sq. Ft.[3]	*G* Current Fee[4]	*H = (F-G)/G* Percent Difference
Residential Dwelling Unit[5]	$ 1,964	0.86	$ 1,689	$ 34	$ 1,723	$ 0.61	$ 2.01	(69.7%)
Nonresidential								
Commercial	$ 1,964	0.95	$ 1,866	$ 37	$ 1,903	$ 1.90	$ 3.21	(40.7%)
Office	1,964	0.79	1,552	31	1,583	1.58	3.21	(50.7%)
Industrial	1,964	0.95	1,866	37	1,903	1.90	3.21	(40.7%)
Hotel	1,964	0.33	648	13	661	2.64	2.72	(2.8%)

[1] Fee per average sized dwelling unit, per 1,000 square feet of nonresidential or per hotel room.
[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes an average of 2,802 square feet per dwelling unit based on City building permit data from 2011 to 2020.
[4] Current fee shown is the single family fee per square foot.
[5] Average EDU factor per residential dwelling unit weighted by projected single family and multifamily development.

Sources: Tables 7.1 and 7.4; Willdan Financial Services.

8. Water Facilities

This chapter details an analysis of the need for water system facilities to accommodate growth within the City of St. Helena. This projects and associated costs in this chapter were identified it the City's Integrated Utility Master Plan, 2021. It documents a reasonable relationship between new development and a water facilities impact fee to fund water facilities that serve new development.

Water Demand

Estimates of new development and its consequent increased water demand provide the basis for calculating the water facilities fee. The need for water facilities improvements is based on the water demand placed on the system by development. A typical measure of demand is a flow generation rate, expressed as the number of gallons per day generated by a specific type of land use. Flow generation rates are a reasonable measure of demand on the City's system of water improvements because they represent the average rate of demand that will be placed on the system per land use designation.

Table 8.1 shows the calculation of equivalent dwelling unit (EDU) demand factors based on flow generation by land use category. The flow generation estimates based on data from the City's Integrated Master Plan. EDU factors express water flow from each land use in terms of the flow generated by a single family dwelling unit.

Table 8.1: Water Demand by Land Use

Land Use Type	DU or KSF or Hotel Rooms per Acre	GPD per Acre	Average Flow Generation/ DU, KSF, Room	Equivalent Dwelling Unit (EDU)
Residential				
Single Family	5.00	1,280	256	1.00
Multifamily	28.00	5,280	189	0.74
Nonresidential				
Commercial[1]	21.78	1,100	51	0.20
Office[1]	21.78	1,100	51	0.20
Industrial[1]	21.78	940	43	0.17
Hotel Rooms	30.00	1,100	37	0.14

[1] Nonresidential densities are based on a maximum floor-area-ratio of 0.5 for commercial, office and industrial.

Sources: St. Helena 2040 General Plan; Table 4.4, City of St. Helena Draft Integrated Utility Master Plan; Willdan Financial Services.

EDU Generation by New Development

Table 8.2 shows the estimated EDU generation from new development through 2040. The EDU factors from Table 8.1 are multiplied by the land use assumptions from Table 2.1 to estimate total

EDUs in the base year, at the planning horizon and for new development. New development will generate approximately 418 new EDUs through 2040, comprising 11.9% of water demand in the City at that time.

Table 8.2: Water Facilities Equivalent Dwelling Units

	EDU Factor[1]	Existing (DU/KSF)	Projected Growth (DU/KSF)	Existing EDUs	Growth in EDUs	Total
Residential						
Single Family	1.00	2,018	172	2,018	172	2,190
Multifamily	0.74	838	72	620	53	673
Subtotal		2,856	244	2,638	225	2,863
Nonresidential						
Commercial	0.20	782	326	156	65	221
Office	0.20	222	93	44	19	63
Industrial	0.17	1,536	641	261	109	370
Subtotal		2,540	1,059	462	193	655
Total				3,100	418	3,518
Percent of Total				88.1%	11.9%	100.0%

[1] Per dwelling unit (residential) or thousand building square feet (nonresidential).

Sources: Tables 2.1 and 8.1.

Facility Needs and Costs

Table 8.3 identifies the planned water facilities to be funded by the fee. The new water facilities were all identified in the City's Integrated Master Plan. Since water facilities projects will benefit both existing development and new development, capacity expanding projects are allocated to new development based on new development's share of water demand at the planning horizon. Projects that are needed solely because of new development are allocated completely to the impact fee program. Projects that do not expand capacity are not allocated to the impact fee. Finally, the Meadowood replacement tank is allocated to new development based on the excess capacity of the tank.

Table 8.3: Water Facilities Costs to Serve New Development

Project Name	Total Project Cost	Allocation To New Development	Cost Allocated to New Development
PWTM-1 Napa Intertie Transmission Main	$ 5,715,000	11.9%	$ 679,042
PWTM-2 WTP Transmission Main	7,954,000	11.9%	945,074
PWFF-1 Zinfandel Ln Fireflow Improvement	144,000	11.9%	17,110
PWFF-2 Inglewood Ave Fireflow Improvement	55,000	11.9%	6,535
PWFF-3 Vintage Ave Loop	20,000	11.9%	2,376
PWFF-4 El Bonita Ave Fireflow	50,000	11.9%	5,941
PWFF-5 Charter Oak Fireflow	76,000	11.9%	9,030
PWFF-6 Crane Fireflow	139,000	11.9%	16,516
PWFF-7 Spring St Fireflow	262,000	11.9%	31,130
PWFF-8 Pine St Fireflow	65,000	11.9%	7,723
PWFF-9 Fulton Ln Fireflow	85,000	11.9%	10,099
PWFF-10 6" Hydrant Lateral Upsize	12,000	100.0%	12,000
PWFF-11 4" Hydrant Lateral Upgrades	15,000	100.0%	15,000
PWRR-1 Future Allowance for Pipeline R/R	3,947,000	0.0%	-
Total	$ 18,539,000		$ 1,757,577

Source: City of St Helena Integrated Utility Master Plan Potable Water Capital Improvement Plan Summary; City of St. Helena 5-Year Capital Improvements Program FY 2020-21 to FY 2024-25; Willdan Financial Services.

Cost per EDU

Table 8.4 calculates a cost per EDU associated by dividing the total cost of projects allocated to new development identified in Table 8.3 by the growth in EDUs identified in Table 8.2**.**

Table 8.4: Cost per EDU

Cost Allocated to New Development	$ 1,757,577
Growth in EDUs	418
Cost per EDU	$ 4,205

Sources: Tables 8.2 and 8.3.

Fee Schedule

The maximum justified fee for water facilities is shown in **Table 8.5**. The cost per EDU is converted to a fee per unit of new development based on the EDU factors shown in Table 8.1. The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

The total fee includes an administrative charge to fund costs that include: (1) a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, (2) capital planning, programming, project management costs associated with the share of projects funded by the facilities fee, and (3) fee program administrative costs

including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 8.5: Maximum Justified Water Facilities Fee Schedule

	A	B	C = A x B	D = C x 0.02	E = C + D	F = E / Average	G	H = (F-G)/G
	Cost Per EDU	EDU Factor	Base Fee[1]	Admin Charge[1, 2]	Total Fee[1]	Fee per Sq. Ft.[3]	Current Fee[4]	Percent Difference
Residential Dwelling Unit[5]	$ 4,205	0.92	$ 3,869	$ 77	$ 3,946	$ 1.41	$ 3.14	(55.1%)
Nonresidential								
Commercial	$ 4,205	0.20	$ 841	$ 17	$ 858	$ 0.86	$ 5.19	(83.4%)
Office	4,205	0.20	841	17	858	0.86	3.19	(73.0%)
Industrial	4,205	0.17	715	14	729	0.73	3.89	(81.2%)
Hotel	4,205	0.14	589	12	601	2.40	5.23	(54.0%)

[1] Fee per average sized dwelling unit, per 1,000 square feet of nonresidential or per hotel room.
[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes an average of 2,802 square feet per dwelling unit based on City building permit data from 2011 to 2020.
[4] Current fee shown is the single family fee per square foot.
[5] Average EDU factor per residential dwelling unit weighted by projected single family and multifamily development.

Sources: Tables 8.1 and 8.4; Willdan Financial Services.

9. Wastewater Facilities

This chapter details an analysis of the need for wastewater facilities to accommodate growth within the City of St. Helena. This projects and associated costs in this chapter were identified it the City's Integrated Utility Master Plan, 2021. It documents a reasonable relationship between new development and a wastewater facilities impact fee to fund wastewater facilities that serve new development.

Wastewater Demand

Estimates of new development and its consequent increased wastewater demand provide the basis for calculating the wastewater facilities fee. The need for wastewater facilities improvements is based on the wastewater demand placed on the system by development. A typical measure of demand is a flow generation rate, expressed as the number of gallons per day generated by a specific type of land use. Flow generation rates are a reasonable measure of demand on the City's system of wastewater improvements because they represent the average rate of demand that will be placed on the system per land use designation.

Table 9.1 shows the calculation of equivalent dwelling unit (EDU) demand factors based on flow generation by land use category. The flow generation estimates based on data from the City's Integrated Master Plan. EDU factors express water flow from each land use in terms of the flow generated by a single family dwelling unit.

Table 9.1: Wastewater Demand by Land Use

Land Use Type	DU or KSF or Hotel Rooms per Acre	GPD per Acre	Average Flow Generation/ DU, KSF, Room	Equivalent Dwelling Unit (EDU)
Residential				
Single Family	5.00	730	146	1.00
Multifamily	28.00	1,300	46	0.32
Nonresidential				
Commercial[1]	21.78	1,090	50	0.34
Office[1]	21.78	1,090	50	0.34
Industrial[1]	21.78	960	44	0.30
Hotel Rooms	30.00	1,090	36	0.25

[1] Nonresidential densities are based on a maximum floor-area-ratio of 0.5 for commercial, office and industrial.

Sources: St. Helena 2040 General Plan; Table 4.8, City of St. Helena Integrated Utility Master Plan; Willdan Financial Services.

EDU Generation by New Development

Table 9.2 shows the estimated EDU generation from new development through 2040. The EDU factors from Table 9.1 are multiplied by the land use assumptions from Table 2.1 to estimate total

EDUs in the base year, at the planning horizon and for new development. New development will generate approximately 529 new EDUs through 2040, comprising 14.6% of wastewater demand in the City at that time.

Table 9.2: Wastewater Facilities Equivalent Dwelling Units

	EDU Factor[1]	Existing (DU/KSF)	Projected Growth (DU/KSF)	Existing EDUs	Growth in EDUs	Total
Residential						
Single Family	1.00	2,018	172	2,018	172	2,190
Multifamily	0.32	838	72	268	23	291
Subtotal		2,856	244	2,286	195	2,481
Nonresidential						
Commercial	0.34	782	326	266	111	377
Office	0.34	222	93	76	31	107
Industrial	0.30	1,536	641	461	192	653
Subtotal		2,540	1,059	802	334	1,136
Total				3,088	529	3,617
Percent of Total				85.4%	14.6%	100.0%

[1] Per dwelling unit (residential) or thousand building square feet (nonresidential).

Sources: Tables 2.1 and 9.1.

Facility Needs and Costs

Table 9.3 identifies the planned water facilities to be funded by the fee. The new wastewater facilities were all identified in the City's Draft Integrated Master Plan. Since wastewater facilities projects will benefit both existing development and new development, capacity expanding projects are allocated to new development based on new development's share of wastewater demand at the planning horizon (see Table 9.2). Projects that are needed solely as a result of new development are allocated completely to the impact fee program. Projects that do not expand capacity are not allocated to the impact fee.

Table 9.3: Wastewater Facilities Allocation to New Development

Project Name	Total Project Cost	Allocation To New Development	Cost Allocated to New Development
WWTP Phase 1 Upgrades	$14,320,341	14.6%	$ 2,090,770
Crinella Pump Station Upgrades	982,000	14.6%	143,372
Wet Weather Flow Monitoring	50,000	14.6%	7,300
WWTP Recycled Pipeline and Pump Station	130,000	14.6%	18,980
WWGM-1 Madrona Avenue	201,000	14.6%	29,346
WWGM-2 Railroad Avenue	512,000	14.6%	74,752
WWGM-3 Valley View Street	244,000	14.6%	35,624
WWGM-4 Mitchell Drive	245,000	14.6%	35,770
WWGM-5 Mitchell Drive & Main Street	255,000	14.6%	37,230
WWGM-6 Del Campo Court	608,000	14.6%	88,768
WWGM-7 Signorelli Circle	923,000	14.6%	134,758
WWGM-8 Adams Street	206,000	14.6%	30,076
WWGM-9 Pope Street	235,000	14.6%	34,310
WWGM-10 Birch Avenue	386,000	14.6%	56,356
WWGM-11 Main Street	88,000	14.6%	12,848
WWGM-12 Spring Street	53,000	14.6%	7,738
WWLS-1 Crinella Lift Station Odor Control Study	-	0.0%	-
WWRR-1 CCTV Inspection Program, 1st Phase	222,000	0.0%	-
WWRR-2 Flow Monitoring Program	60,000	14.6%	8,760
WWRR-3 High Priority Pipeline Replacement	2,677,000	0.0%	-
WWRR-4 Model Update and System Analysis	50,000	14.6%	7,300
WWRR-5 CCTV Inspection, Phase 2	657,000	0.0%	-
WWRR-6 Address R/R Needs from Phase 1 CCTV Program	3,579,000	0.0%	-
Total	$26,683,341		$ 2,854,058

Source: City of St Helena Integrated Utility Master Plan Sewer Capital Improvement Plan Summary; City of St. Helena 5-Year Capital Improvements Program FY 2021-22 to FY 2025-26; Table 9.2, Willdan Financial Services.

Cost per EDU

The cost of planned facilities allocated to new development in Table 9.3 is divided by the total growth in EDUs to determine a cost per EDU. **Table 9.4** displays this calculation.

Table 9.4: Cost per EDU

Cost Allocated to New Development	$ 2,854,058
Growth in EDUs	529
Cost per EDU	$ 5,395

Sources: Tables 9.2 and 9.3.

Fee Schedule

The maximum justified fee for wastewater facilities is shown in **Table 9.5**. The cost per EDU is converted to a fee per unit of new development based on the EDU factors shown in Table 9.1. The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

The total fee includes an administrative charge to fund costs that include: (1) a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, (2) capital planning, programming, project management costs associated with the share of projects funded by the facilities fee, and (3) fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 9.5: Maximum Justified Wastewater Facilities Fee Schedule

	A Cost Per EDU	*B* EDU Factor	*C = A x B* Base Fee[1]	*D = C x 0.02* Admin Charge[1, 2]	*E = C + D* Total Fee[1]	*F = E / Average* Fee per Sq. Ft.[3]	*G* Current Fee[4]	*H = (F-G)/G* Percent Difference
Residential Dwelling Unit[5]	$ 5,395	0.80	$ 4,316	$ 86	$ 4,402	$ 1.57	$ 3.14	(50.0%)
Nonresidential								
Commercial	$ 5,395	0.34	$ 1,834	$ 37	$ 1,871	$ 1.87	$ 5.19	(64.0%)
Office	5,395	0.34	1,834	37	1,871	1.87	3.19	(41.4%)
Industrial	5,395	0.30	1,619	32	1,651	1.65	3.89	(57.6%)
Hotel	5,395	0.25	1,349	27	1,376	5.50	5.23	5.2%

[1] Fee per average sized dwelling unit, per 1,000 square feet of nonresidential or per hotel room.
[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes an average of 2,802 square feet per dwelling unit based on City building permit data from 2011 to 2020. Assumes 250 square feet per hotel room.
[4] Average EDU factor per residential dwelling unit weighted by projected single family and multifamily development.

Sources: Tables 9.1 and 9.4; Willdan Financial Services.

10. AB 602 Requirements

On January 1, 2022, new requirements went into effect for California jurisdictions implementing impact fees. Among other changes, AB 602 added Section 66016.5 to the Government Code, which set guidelines for impact fee nexus studies. Four key requirements from that section which concern the nexus study are reproduced here:

66016.5. (a) (2) When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.

66016.5. (a) (4) If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.

66016.5. (a) (5) A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.

66016.5. (a) (6) Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study.

Compliance with AB 602

The following sections describe this study's compliance with the new requirements of AB 602.

66016.5. (a) (2) - Level of Service

1. For fees calculated under the existing standard methodology, the fees are calculated such that new development funds facilities at the existing level of service. These fee categories are: public safety facilities, civic facilities, and parks. The existing level service in terms of the existing facility investment per capita is shown in each corresponding chapter.

2. For fees calculated under the planned facilities methodology, the fees are calculated to ensure that the level of service does not fall to unacceptable levels. The fees calculated under this approach are the transportation, water, wastewater, and storm drain facilities impact fees. Projects were identified in the City's Integrated Master Plan as necessary to maintain an acceptable level of service.

66016.5. (a) (4) – Review of Original Fee Assumptions

While the original fee schedules and corresponding revenue generated were reviewed by the City and Willdan prior to conducting the nexus study analysis, the proposed fees are not increasing, so further review is not necessary.

Table 10.1 displays annual fee revenue collected, by impact fee fund.

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Table 10.1: Annual Collected Impact Fee Revenue

	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	FY2022-23	Average (FY17 to FY23)
Public Safety	$ 41,193	$ 17,628	$ 56,109	$ 92,033	$ 16,527	$ 19,863	$ 32,303	$ 39,379
Civic Improvement	61,769	35,319	77,790	137,549	19,879	29,314	59,179	60,114
Parks	199,462	165,180	257,861	411,746	54,379	97,973	208,983	199,369
Traffic	71,784	27,379	225,273	215,911	33,414	33,989	56,410	94,880
Storm Drain	22,714	18,260	55,456	85,365	9,797	15,974	30,676	34,035
Water	57,965	27,084	62,775	120,433	16,238	21,158	32,528	48,312
Sewer	14,902	13,050	17,488	30,433	6,237	5,904	8,743	13,822

Source: City of St. Helena.

66016.5. (a) (5) – Residential Fees per Square Foot

Impact fees for residential land uses are calculated per square foot and comply with AB 602.

66016.5. (a) (6) – Capital Improvement Plan

Napa County has less than 250,000 residents so jurisdictions within this County are not considered to be large jurisdictions. This study is not required to include a capital improvement plan.

11. Implementation

Impact Fee Program Adoption Process

Impact fee program adoption procedures are found in the *California Government Code* section 66016. Adoption of an impact fee program requires the City Council to follow certain procedures including holding a public hearing. Data, such as an impact fee report, must be made available at least 10 days prior to the public hearing. The City's legal counsel should be consulted for any other procedural requirements as well as advice regarding adoption of an enabling ordinance and/or a resolution. After adoption there is a mandatory 60-day waiting period before the fees go into effect.

Inflation Adjustment

The City can keep its impact fee program up to date by periodically adjusting the fees for inflation. Such adjustments should be completed regularly to ensure that new development will fully fund its share of needed facilities. We recommend that the California Construction Cost Index (https://www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCCI) be used for adjusting fees for inflation. The California Construction Cost Index is based on data from the Engineering News Record and is aggregated and made available for free by the State of California.

The fee amounts can be adjusted based on the change in the index compared to the index in the base year of this study (2023).

While fee updates using inflation indices are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, the City will also need to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available. Note that decreases in index value will result in decreases to fee amounts.

While fee updates using inflationary indices are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, the City will also need to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available.

Reporting Requirements

The City will comply with the annual and five-year reporting requirements of the *Mitigation Fee Act*. For facilities to be funded by a combination of public fees and other revenues, identification of the source and amount of these non-fee revenues is essential. Identification of the timing of receipt of other revenues to fund the facilities is also important.

Table 11.1 summarizes the annual and five-year reporting requirements identified in the *Mitigation Fee Act*.

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Table 11.1: Mitigation Fee Act - Annual and Five-year Administrative Requirements

CA Gov't Code Section	Timing	Reporting Requirements[1]	Recommended Fee Adjustment
66001.(d)	The fifth fiscal year following the first deposit into the account or fund, and every five years thereafter	(A) Identify the purpose to which the fee is to be put. (B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged. (C) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements. (D) Designate the approximate dates on which supplemental funding is expected to be deposited into the appropriate account or fund.	Comprehensive Update
66006. (b)	Within 180 days after the last day of each fiscal year	(A) A brief description of the type of fee in the account or fund. (B) The amount of the fee. (C) The beginning and ending balance of the account or fund. (D) The amount of the fees collected and the interest earned. (E) An identification of each public improvement on which fees were expended including share funded by fees. (F) An identification of an approximate date by which the construction of the public improvement will commence. (G) A description of any potential interfund transfers. (H) The amount of refunds made (if any).	Inflationary Adjustment

[1] Edited for brevity. Refer to the government code for full description.

Sources: California Government Code §6601 and §6606.

Programming Revenues and Projects with the CIP

The City maintains a Capital Improvement Program (CIP) to plan for future infrastructure needs. The CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The City may decide to alter the scope of the planned projects or to substitute new projects if those new projects continue to represent an expansion of the City's facilities and provide benefit to new development. If the total cost of facilities varies from the total cost used as a basis for the fees, the City should consider revising the fees accordingly.

12. Mitigation Fee Act Findings

Public facilities fees are one-time fees typically paid when a building permit is issued and imposed on development projects by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of public facilities fees the State Legislature adopted the *Mitigation Fee Act* (the *Act*) with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act,* contained in *California Government Code* Sections 66000 through 66025*,* establishes requirements on local agencies for the imposition and administration of fee programs. The *Act* requires local agencies to document five findings when adopting a fee.

The five statutory findings required for adoption of the public facilities fees documented in this report are presented in this chapter and supported in detail by the preceding chapters. All statutory references are to the *Act.*

Purpose of Fee

- *Identify the purpose of the fee (§66001(a)(1) of the Act).*

Development impact fees are designed to ensure that new development will not burden the existing service population with the cost of facilities required to accommodate growth. The purpose of the fees documented by this report is to provide a funding source from new development for capital improvements to serve that development. The fees advance a legitimate City interest by enabling the City to provide public facilities to new development.

Use of Fee Revenues

- *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees documented in this report, if enacted by the City, would be used to fund expanded facilities to serve new development. Facilities funded by these fees are designated to be located within the City's sphere of influence. Fees addressed in this report have been identified by the City to be restricted to funding the following facility categories: public safety facilities, civic facilities, transportation facilities, parks and recreation facilities, storm drain facilities, water facilities and wastewater facilities.

Benefit Relationship

- *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).*

The City will restrict fee revenue to the acquisition of land, construction of facilities, infrastructure and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents and workers associated with new development. Under *the Act*, fees are not intended to fund planned facilities needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

Burden Relationship

- *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).*

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. For each facility category, demand is measured by a single facility standard that can be applied across land use types to ensure a reasonable relationship to the type of development. For some facility categories service population standards are calculated based upon the number of residents associated with residential development and the number of workers associated with non-residential development. To calculate a single, per capita standard, one worker is weighted differently than one resident based on an analysis of the relative use demand between residential and non-residential development.

The standards used to identify growth needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

Chapter 2, Growth Forecasts provides a description of how service population and growth forecasts are calculated. Facility standards are described in the *Facility Standard* sections of each facility category chapter.

Proportionality

- *Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).*

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated new development growth the project will accommodate. Fees for a specific project are based on the project's size. Larger new development projects can result in a higher service population resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See *Chapter 2, Growth Forecasts,* or the *Service Population* sections in each facility category chapter for a description of how service populations or other factors are determined for different types of land uses. See the *Fee Schedule* section of each facility category chapter for a presentation of the maximum justified facilities fees.

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA UPDATING CHAPTER 3.32, DEVELOPMENT IMPACT FEES, OF TITLE 3, REVENUE AND FINANCE, OF THE CITY OF ST. HELENA MUNICIPAL CODE, RELATED TO DEVELOPMENT IMPACT FEES.

WHEREAS, Government Code sections 66000 et seq. empower the City to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development projects, and the proposed establishment of the development impact fee is based upon the information contained in a development impact fee study prepared by City staff; and

WHEREAS, the continued provision of new and expanded facilities and infrastructure is necessary to protect and promote the public health, safety, and welfare of all citizens of the City of St. Helena by reducing adverse effects of urbanization and development; and

WHEREAS, on April 9, 1996, the City Council adopted Ordinance No. 96-2, which established impact fees for new development. The fees established by Ordinance No. 96-2 were based upon a Development Impact Fee Study issued in March 1996. The new fees became effective on June 9, 1996; and

WHEREAS, a Revised Development Impact Fee Study was completed in February 1997. Based upon the revisions to the original Impact Fee Study, the City Council adopted Ordinance No. 97-4 amending Ordinance No. 96-2 consistent with Government Code Section 66000 et. seq.; and

WHEREAS, a Revised Development Impact Fee Study was completed in August 2006. Based upon the revisions to the original Development Impact Fee Study, the City Council adopted Ordinance No. 06-6 amending Ordinance No. 97-4 and modifying the development impact fees for new development consistent with Government Code Section 66000 et. seq.; and

WHEREAS, a Revised Development Impact Fee Study was completed in April 2013. Based upon the revisions to the original Development Impact Fee Study, the City Council adopted Ordinance No. 2013-2 amending Ordinance No. 06-6 and modifying the development impact fees for new development consistent with Government Code Section 66000 et. seq.; and

WHEREAS, a Revised Development Impact Fee Study was completed October 2023. Based upon the October 2023 Development Impact Fee Study, the City Council finds that the following changes to Ordinance No. 06-06, as previously amended by Ordinance No. 2013-2, are consistent with Government Code Section 66000 et. seq. and shall be adopted; and

WHEREAS, it is necessary to implement certain updates to the City's development impact fees to assure that all development within the City pays its fair share of the costs of providing necessary public facilities and infrastructure to accommodate such new development; and

WHEREAS, the proposed increases in existing development impact fees are based upon the information contained in the documents prepared by City staff and Willdan Financial Services, entitled "Development Impact Fee Update Study", dated October 17, 2023; and

WHEREAS, detailed descriptions of the public infrastructure facilities and improvements covered by the updated development impact fees, as well as their approximate location, size, time of availability, and estimated costs are also set forth in the Development Impact Fee Update Study; and

WHEREAS, the Development Impact Fee Update Study complies with applicable state law by establishing the basis for the imposition of the updated fees—in particular, the Study:

1. Identifies the purpose of the proposed updated fees;
2. Identifies the use to which the fees will be put;
3. Demonstrates a reasonable relationship between use of the fees and the types of projects on which the fees are imposed;
4. Demonstrates a reasonable relationship between the need for the public facilities and the types of developments on which the fees are imposed; and
5. Demonstrates a reasonable relationship between the amount of the fees and the cost of the public facilities or portions of the facilities attributable to the developments on which the fees are imposed.

WHEREAS, the development impact fees collected by the City shall be used to finance the public infrastructure facilities and improvements described or identified in the Development Impact Fee Update Study; and

WHEREAS, a copy of the Development Impact Fee Update Study is on file in the City Clerk's office and was made available for public review in accordance with state law; and

WHEREAS, the City published notice of the public hearing required under state law in accordance with Government Code sections 6062(a) and 66018; and

WHEREAS, the increase of development impact fees is statutorily and categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") because the setting of development impact fees merely establishes a funding mechanism for the provision of future projects and, as such, this Ordinance is not "an essential step culminating in action which may affect the environment" and

environmental review required under CEQA will be performed when projects funded by the development impact fees are chosen and defined (*Kaufman & Broad-South Bay, Inc. v. Morgan Hill Unified School District* (1993) 9 Cal.App.4th 464).

NOW, THEREFORE, The City Council of the City of St. Helena does hereby ordain as follows:

Section 1: Recitals

The Recitals set forth above are true and correct and are incorporated into this Ordinance.

Section 2: Adoption

In connection with the updates to Chapter 3.32 of the St. Helena Municipal Code set forth in this Ordinance, the City Council also hereby adopts the Development Impact Fee Update Study, which is on file with the City Clerk and available for public inspection.

Section 3: Repeal

Ordinance No. 2013-2 is hereby repealed upon the effective date of this Ordinance.

Section 4: Amendment

Chapter 3.32 of the St. Helena Municipal Code is hereby amended in its entirety to read as follows (new language is underlined, deletions are in ~~strikeout~~):

"3.32.010 Findings.

In order to implement the goals and objectives of the general plan of the city of St. Helena and to mitigate the impacts caused by new development within the city, certain public improvement projects must be or had to be constructed. The city council determines that development impact fees are needed to finance these public improvements and to pay for development's fair share of the construction costs of these improvements. In establishing the fees described in the following sections, the city council finds the fees adopted to be consistent with state law (California Government Code Section 66000 et seq.) and with the city's general plan and, pursuant to Government Code Section 65913.2, has considered the effects of the fees and

determines that the fees are not material with respect to the city's housing needs as established in the housing element of the St. Helena general plan.

3.32.020 Description of fees.

A. Development impact fees are hereby established on new development or conversions within the city of St. Helena to pay for public improvements related to civic improvement projects, public safety, sewer projects, water projects, traffic mitigation, parks and storm drainage. In the following sections, the city council sets forth the specific amount of the development fee for each type of public improvement project.

B. At least every five years, the city council shall review these fees to determine whether the fee amounts are reasonably related to the impacts of development and whether the public improvement projects described in the city's capital improvement projects list are still needed. Failure to undertake this review shall not invalidate the imposition of the fees.

3.32.030 Limited use of fees.

The revenues raised by payment of these development impact fees shall each be placed in separate and special impact fund accounts, and such revenues, along with any interest earnings on each separate account, shall be used solely to:

A. Pay for the city's future construction of those public improvement projects at least partially allocable to new development or conversions as described in the city's capital improvement projects list; or

B. Reimburse the city for those described or listed projects constructed by the city with funds advanced by the city from other sources; or

C. Reimburse developers who have been required or permitted by Section 3.32.110 to install such listed facilities which are oversized with supplemental size, length or capacity.

3.32.040 Imposition of fees.

A. Development impact fees shall be imposed on:

1. New development; and

2. Conversions, as provided in this chapter.

B. Development impact fees shall be paid by the owner of the property on which new development or conversion is to occur. The fees shall be collected by the city prior to the issuance of the building or development permit(s) for such development or conversion, whichever occurs later, unless payment at a later time is mandated by Government Code Section 66007.

C. Except as otherwise provided herein, square footage of residential and nonresidential buildings shall be measured by exterior dimensions. Unfinished attics, crawlspaces, and basements shall not be assessed until converted and finished as usable floor space.

D. A building or structure consisting of nonusable floor space, e.g., a garage, carport or storage shed, shall not be deemed to be part of the residential building for the purpose of determining the square footage of the residential building. Such ancillary structures shall require the payment of storm drainage and public safety impact fees; additional impact fees shall not be required until converted to usable floor space.

E. Each single-family residential unit within a multifamily residential building or development project shall be deemed to be a separate building for which a fee is imposed and shall be paid.

F. Additions to an existing building shall be deemed to occur whenever the amount of usable floor space is increased, or whenever new building space is constructed where no structures existed as part of the existing building, whether or not the total building floor area is increased by the new construction.

G. The first seventy (70) square feet of additions or conversions to an existing building in a two-year period shall be exempt from all fees except public safety impact fees and storm drainage impact fees.

H. No development impact fee shall be imposed more than once for the same floor space.

I. Each tenant space in a multi-use building or development project shall be deemed to be a separate use for which a fee is imposed and shall be paid.

3.32.050 Public safety impact fees.

A. Findings. The city council finds:

1. Numerous items of capital equipment are urgently needed for the city's police and fire protection facilities to maintain the existing level of police and fire protection services to all areas of the city of St. Helena.

2. New development or conversions within the city of St. Helena result in increased usage of residential, commercial, industrial, and other affected properties, which thereby increases the service requirements and the capital equipment requirements of the city's police and fire safety services. Such increased usage does not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development or conversions.

3. The city must continue to fund capital additions to its public safety system. These capital improvements include expanding the police and fire department facilities and equipment. These additional capital expenditures are necessary to maintain an acceptable level of public safety service within the next fifteen (15) years.

4. In the absence of the imposition of a public safety impact fee upon all building permits, the additional capital expenses necessary to maintain an acceptable level of public safety services for the entire city would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the city of St. Helena.

5. New development or conversions without the payment of fees imposed by this section would not be fair to the owners and occupants of existing buildings within the city of St. Helena.

6. The facts and evidence presented in the city's impact fee study establish that there exists a reasonable relationship between the need for the fire and police department and other public safety improvements and the impacts of the types of new development or conversions for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of new development or conversions for which the fee is charged.

B. Schedule of Public Safety Impact Fees. A schedule of public safety impact fees will be established by City Council resolution.

~~A public safety impact fee of one dollar four cents ($1.04) per square foot shall be imposed on all new development or conversions. The same impact fee rate shall apply to both residential and nonresidential construction within the city of St. Helena.~~

C. There is hereby established and created a fund of the city entitled “public safety impact fund” and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The public safety impact fund is established for the sole purpose of providing monies for the acquisition, construction, and reconstruction of facilities and equipment and other capital purposes needed for the city’s fire department and the city’s police department in providing police and fire protection services.

3.32.060 Civic improvement impact fees.

A. Findings. The city council finds:

1. Numerous items of civic improvements are needed to maintain an acceptable level of the existing and future civic activities for all areas of the city of St. Helena.

2. New development or conversions within the city of St. Helena result in increased usage of residential, commercial, industrial, and other affected properties, which thereby increases the service requirements and the capital equipment requirements of the city’s library, administrative facilities, and other civic facilities. Such increased usage does not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development or conversions.

3. The city must continue to fund civic improvements within the city. These civic improvements include expanding the city hall and the library. These additional capital expenditures are necessary to maintain an acceptable level of the civic activities available in St. Helena within the next fifteen (15) years.

4. In the absence of the imposition of a civic improvement impact fee upon new development or conversions, the additional capital expenses necessary to maintain an acceptable level of civic services for the entire city would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the city of St. Helena.

5. New development or conversions without the payment of fees imposed by this section would not be fair to the owners and occupants of existing buildings within the city of St. Helena.

6. The facts and evidence presented in the city's impact fee study establish that there exists a reasonable relationship between the need for libraries, city administration, and other civic improvements and the impacts of the types of new development or conversions for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of new development or conversions for which the fee is charged.

B. Schedule of Civic Improvement Impact Fees. A schedule of civic improvement impact fees will be established by City Council resolution.

~~1. A civic improvement impact fee of one dollar ninety-five cents ($1.95) per square foot shall be imposed on all new residential development or conversions.~~

~~2. A civic improvement impact fee of one dollar ninety-five cents ($1.95) per square foot shall be imposed on all new commercial/retail development and conversions.~~

~~3. A civic improvement impact fee of one dollar ninety-five cents ($1.95) per square foot shall be imposed on all new office development and conversions.~~

~~4. A civic improvement impact fee of one dollar ninety-five cents ($1.95) per square foot shall be imposed on all new industrial development and conversions.~~

~~5. A civic improvement impact fee of one dollar ninety-five cents ($1.95) per square foot shall be imposed on all new lodging development and conversions.~~

C. There is hereby established and created a fund of the city entitled "civic improvement impact fund" and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The civic improvement impact fund is established for the sole purpose of providing monies for the acquisition, construction, and reconstruction of city hall, the St. Helena library, community facilities, and equipment and other capital purposes needed for providing civic services.

3.32.065 Park impact fees.

A. Findings. The city council finds:

1. Additional park facilities are needed to accommodate future growth and maintain an acceptable level of the existing park and recreational facilities for all areas of the city of St. Helena.

2. New development or conversions within the city of St. Helena result in increased usage of the existing park and recreational facilities throughout the city, which thereby increases the service requirements and the capital equipment requirements of the city's parks and recreation facilities. Such increased usage does not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development or conversions.

3. The city must continue to fund park and recreation improvements within the city. These park and recreation improvements include developing additional parklands, open spaces, and recreational facilities. These additional capital expenditures are necessary to maintain the public health, safety, and welfare by assuring an acceptable level of the park and recreation facilities is available in St. Helena within the next fifteen (15) years.

4. In the absence of the imposition of a park improvement impact fee upon new development or conversions, the additional capital expenses necessary to maintain an acceptable level of civic services for the entire city would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the city of St. Helena.

5. New development or conversions without the payment of fees imposed by this section would not be fair to the owners and occupants of existing buildings within the city of St. Helena.

6. The facts and evidence presented in the city's impact fee study establish that there exists a reasonable relationship between the need for parks and other recreation facilities and the impacts of the types of new development or conversions for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of new development or conversions for which the fee is charged.

B. Schedule of Park and Recreation Impact Fees. A schedule of park and recreation impact fees will be established by City Council resolution.

~~1. A park and recreation impact fee of seven dollars sixteen cents ($7.16) per square foot shall be imposed on all new low density (single-family) residential development or conversions.~~

~~2. A park and recreation impact fee of twelve dollars eighteen cents ($12.18) per square foot shall be imposed on all new medium and higher density (multifamily) residential development and conversions.~~

C. There is hereby established and created a fund of the city entitled “park and recreation impact fund” and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The park and recreation improvement impact fund is established for the sole purpose of providing monies for the acquisition, construction, and reconstruction of playgrounds, community facilities, recreation facilities and equipment and other capital purposes needed for providing park and recreation services.

D. The park and recreation impact fees imposed by this section shall not apply to residential development that is subject to the dedication of parkland or the imposition of in-lieu fees, or a combination of both, for park and recreational purposes, as a condition of approval of a tentative map or parcel map pursuant to Section 16.28.040, adopted in accordance with Government Code Section 66477(a), otherwise known as the “Quimby Act.”

3.32.070 Water impact fees.*

A. Findings. The city council finds that:

1. Numerous water system improvements are needed to maintain the existing level of water services for all areas served by the city of St. Helena water enterprise.

2. New development or conversions within the service area of the city of St. Helena water enterprise results in increased usage of residential, commercial, industrial, and other affected properties, which thereby increases the water service requirements and the capital equipment requirements for the storage, treatment and transmission of the city’s water supply. Such increased usage does not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development or conversions.

3. The city must continue to fund capital improvements to its water system. These capital improvements include updating or replacing water distribution lines, and improving current treatment and storage capabilities. These additional capital expenditures are necessary to maintain an acceptable level of water service within the next fifteen (15) years.

4. In the absence of the imposition of a water impact fee upon new development or conversions, the additional capital expenses necessary to maintain an acceptable level of water service for the entire service area of the city of St. Helena water enterprise would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the service area of the city of St. Helena water enterprise.

5. New development or conversions without the payment of fees imposed by this section would not be fair to the owners and occupants of existing buildings within the service area of the city of St. Helena water enterprise.

6. Part of the costs associated with the capital improvements to the water system and the debt service on earlier funded water projects are apportioned to new development or conversions to accommodate increased demand for water by new residents and businesses and the increased need for water for fire protection purposes for the new structures associated with new development or conversions.

7. The facts and evidence presented in the city's impact fee study establish that there exists a reasonable relationship between the need for the water system improvements and the impacts of the types of new development for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of new development and conversions for which the fee is charged.

B. Schedule of Water Impact Fees.

1. A schedule of water impact fees applicable to every person connecting to the City's water system, converting unusable to usable floor space in existing buildings which are already connected to the City's water system, or adding to existing buildings which are already connected to the City's water system will be established by City Council resolution.

2. Every person converting an existing use from one use category (residential, commercial, office, industrial, or lodging) to another use category

shall pay a water impact fee equal to the difference, if any, between the fees calculated for existing and new uses as set forth in subsection (B)(1) hereof, except that no water impact fee shall be assessed if a "water-oriented" connection fee had been paid for the building or development project pursuant to the City's former water connection ordinance.

~~1. Every person connecting to the city's water system or converting unusable to usable floor space in or adding to existing buildings which are already connected to the city's water system shall pay to the city a water impact fee in accordance with the following schedule:~~

~~Single-Family:~~	~~$1.68 per sq. ft.~~
~~Multifamily:~~	~~$1.35 per sq. ft.~~
~~Office:~~	~~$1.72 per sq. ft.~~
~~Industrial:~~	~~$2.29 per sq. ft.~~
~~Commercial:~~	~~$3.33 per sq. ft.~~
~~Lodging:~~	~~$3.36 per sq. ft.~~

~~2. Every person converting an existing use from one use category (residential, commercial, industrial or office) to another use category shall pay a water impact fee equal to the difference, if any, between the fees calculated for the existing and new uses as set forth in subsection (B)(1) of this section, except no water impact fee shall be assessed if a "water-oriented" connection fee had been paid for the building or development project pursuant to the city's former water connection ordinances.~~

3. No water impact fee shall be assessed on conversions to another use within the same use category. No person shall be entitled to a refund on conversions from a higher rate use category to a lower rate use category.

C. In addition to the ~~above~~ charges set by resolution of the city council or by subsection (B)(2) hereof, all expenses and costs of making a water connection shall be borne by the person making the connection. No connection shall be made to a public water supply except by the city or by written permission from the city.

D. There is hereby established and created a fund of the city entitled “water impact fund” and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The water impact fund is established for the sole purpose of providing monies for equipment, infrastructure, and other capital facilities needed for the acquisition, storage, treatment, and transmission of water for the city of St. Helena water enterprise, to repay principal and interest on bonds issued for the construction or reconstruction of water projects or facilities, and to repay federal and state loans or advances made to the city for the construction or reconstruction of water supplies facilities or infrastructure.

* Code reviser’s note: Section 3 of Ord. 15-7 provides: “Every person who paid Water System Impact Fees at the rates established in Ordinance No. 2013-2 shall be given a refund equal to the difference, if any, between the aggregate Water System Impact fees paid and the aggregate Water System Impact fees established by this ordinance; except no refunds will be paid to persons who received City Council approval of a fee adjustment or waiver during the relevant time period.”

3.32.080 Sewer impact fees.

A. Findings. The city council finds:

1. St. Helena has a sewer system that consists of a collection system including public sewers and interceptors leading to the wastewater treatment plant and to the disposal system.

2. New development or conversions in the city of St. Helena have a significant impact on the sewer system. St. Helena was previously under a sewer connection moratorium where the state of California effectively prohibited any new development and conversions in the city since no new sewer connections were allowed. In order to have the moratorium lifted and to allow for more development in the city of St. Helena, the city incurred debt to upgrade and expand the capacity of the wastewater treatment plant.

3. The city must continue to fund capital improvements to its sewer system. These capital improvements include updating or replacing sewer lines, improving current treatment capabilities, and promoting the use of reclaimed water. These additional capital expenditures are necessary to maintain an acceptable level of sewer service and wastewater treatment within the next fifteen (15) years.

4. New development or conversions within the city result in increased usage of residential, commercial, industrial, and other affected properties, which thereby increases the service requirements and the capital equipment requirements for the city's sewage treatment and disposal system. Such increased usage does not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development or conversions.

5. In the absence of the imposition of a sewer impact fee upon new development or conversions, the additional capital expenses necessary to maintain an acceptable level of sewer service and wastewater treatment for the entire city would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the city of St. Helena.

6. New development or conversions without the payment of fees imposed by this section would not be fair to the owners and occupants of existing buildings within the city of St. Helena.

7. Part of the costs associated with the capital improvements to the sewer system as well as payments on the wastewater debt service are apportioned to new development and conversions to accommodate increased usage of the sewer system and treatment plant by new residents and businesses.

8. The facts and evidence presented in the city's impact fee study establish that there exists a reasonable relationship between the need for the sewer system improvements and the impacts of the types of new development or conversions for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of new development or conversions for which the fee is charged.

B. Schedule of Sewer Impact Fees. A schedule of sewer impact fees applicable to every person connecting to the City's sewer system, converting unusable to usable floor space in existing buildings which are already connected to the City's sewer system, or adding to existing buildings which are already connected to the City's sewer system will be established by City Council resolution.

~~1. Every person connecting to the city's sewer system or converting unusable to usable floor space in or adding to existing buildings which are~~

~~already connected to the city's sewer system shall pay to the city a sewer impact fee in accordance with the following schedule:~~

~~Single-Family:~~	~~$0.45 per sq. ft.~~
~~Multifamily:~~	~~$0.66 per sq. ft.~~
~~Office:~~	~~$0.44 per sq. ft.~~
~~Industrial:~~	~~$0.59 per sq. ft.~~
~~Commercial:~~	~~$0.88 per sq. ft.~~
~~Lodging:~~	~~$0.87 per sq. ft.~~

2. Every person converting an existing use from one use category (residential, commercial, industrial or office) to another use category shall pay a sewer impact fee equal to the difference, if any, between the fees calculated for the existing and new uses as set forth in subsection (B)(1) of this section, except no sewer impact fee shall be assessed if a "water-oriented" sewer connection fee had been paid for the building or development project pursuant to the city's former sewer connection ordinances.

3. No sewer impact fee shall be assessed on conversions to another use within the same use category. No person shall be entitled to a refund on conversions from a higher rate use category to a lower rate use category.

C. In addition to the above charges, all expenses and costs of making a sewer connection shall be borne by the person making the connection. No connection shall be made to a public sewer except by the city or by written permission from the city.

D. There is hereby established and created a fund of the city entitled "sewer impact fund" and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The sewer impact fund is established for the sole purpose of providing monies for the acquisition, construction, and reconstruction of sanitation and sewage facilities, to repay principal and interest on bonds issued for the construction or reconstruction of such sanitary or sewage facilities, and to repay federal and state loans or advances made to the city for the construction or reconstruction of sanitary or sewage facilities and infrastructure.

3.32.090 Storm drainage impact fees.

A. Findings. The city council finds:

1. Numerous items of capital infrastructure are urgently needed for the city's drainage system to maintain an acceptable level of storm drainage from all areas of the city of St. Helena.

2. New development within the city of St. Helena results in increased usage of residential, commercial, industrial, and other affected properties, which thereby increases the amount of impervious surfaces and irrigation of landscaping which create greater need for and usage of drainage systems within the city. Such increased drainage and usage of the system do not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development.

3. The city must continue to fund capital improvements to its storm drainage system. These capital improvements include constructing storm drains and storm sewers within the city and conducting a storm drainage and monitoring study. These additional capital expenditures are necessary to maintain an acceptable level of storm drainage within the city in the next fifteen (15) years.

4. In the absence of the imposition of a storm drainage impact fee upon new development, the additional capital expenses necessary to maintain an acceptable level of the city's drainage system for the entire city would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the city of St. Helena.

5. New development without the payment of fees imposed by this section would not be fair to the owners and occupants of existing buildings within the city of St. Helena.

6. The facts and evidence presented in the city's impact fee study establish that there exists a reasonable relationship between the need for the drainage improvements and the impacts of the types of development for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of development for which the fee is charged.

B. Schedule of Storm Drainage Impact Fees. A schedule of storm drainage impact fees applicable to new construction of buildings, driveways, parking lots, sidewalks, walkways, patios, decks, and other similar structures, and to any construction of or conversions of an existing building that increase the impervious surface footprint of a parcel, will be established by City Council resolution.

~~1. A storm drainage impact fee shall be imposed on new construction of buildings, driveways, parking lots, sidewalks, walkways, patios, decks, and other similar structures, and upon any construction of additions or conversions to an existing building that increase the impervious surface footprint of the parcel.~~

~~2. The storm drainage impact fee for new development or conversions shall be as follows:~~

~~Single-Family:~~	~~$0.73 per sq. ft.~~
~~Multifamily:~~	~~$0.69 per sq. ft.~~
~~Office:~~	~~$1.65 per sq. ft.~~
~~Industrial:~~	~~$1.65 per sq. ft.~~
~~Commercial:~~	~~$1.65 per sq. ft.~~
~~Lodging:~~	~~$1.28 per sq. ft.~~

C. New development constructed, added or converted in the area required to pay the drainage fees imposed under Chapter 17.108 shall not be required to pay the storm drainage impact fee required under this section.

D. There is hereby established and created a fund of the city entitled “storm drainage impact fund” and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The storm drainage impact fund is established for the sole purpose of providing monies for the acquisition, construction, and reconstruction of facilities and equipment and for other capital purposes needed for the city’s storm drainage system and for additional drainage and monitoring studies.

3.32.100 Traffic mitigation impact fees.

A. Findings. The city council finds:

1. New development or conversions within the city of St. Helena result in increased usage of residential, commercial, industrial, and other affected properties, which thereby generates additional traffic within the city and will contribute to the usage and degradation of the existing street infrastructure in the city of St. Helena.

2. The purpose of this fee is to finance circulation improvements to reduce the impacts of traffic generated by new development within the city.

3. The city must continue to fund capital improvements to its traffic circulation system. These capital improvements include building new roads, bridges, and traffic control facilities and equipment. These additional capital expenditures are necessary to maintain an acceptable level of traffic circulation and the city's roadway system within the next fifteen (15) years.

4. In the absence of the imposition of a traffic mitigation impact fee upon new development or conversions, the additional capital expenses necessary to maintain acceptable traffic circulation for the entire city would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the city of St. Helena.

5. The construction of new development or conversions without the payment of fees imposed by this section would not be fair to the owners and occupants of existing buildings within the city of St. Helena.

6. The facts and evidence presented in the city's impact fee study establish that there exists a reasonable relationship between the need for the traffic improvements and the impacts of the types of new development or conversions for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of new development or conversions for which the fee is charged.

B. Schedule of Traffic Mitigation Impact Fees.

1. A schedule of traffic mitigation impact fees applicable to new development or conversions within the City will be established by City Council resolution.

~~1. A traffic mitigation impact fee shall be imposed on new development or conversions within the city of St. Helena.~~

~~2. The traffic mitigation impact fee for new development or conversions shall be as follows:~~

~~Single-Family Development, Conversions, Additions:~~	~~$1.94 per square foot~~
~~Multifamily Development, Conversions, Additions:~~	~~$2.36 per square foot~~
~~Industrial Development, Conversions, Additions:~~	~~$3.40 per square foot~~

~~Office Development, Conversions, Additions:~~	~~$5.36 per square foot~~
~~Commercial Development, Conversions, Additions:~~	~~$20.89 per square foot~~
~~Lodging:~~	~~$7.98 per square foot~~

2~~3~~. Every person converting an existing use from one use category (residential, commercial, industrial or office) to another use category shall pay a traffic mitigation impact fee equal to the difference, if any, between the fees calculated for the existing and new uses as set forth in subsection (B)(1~~2~~) of this section.

3~~4~~. No traffic mitigation impact fee shall be assessed on conversions to another use within the same use category. No person shall be entitled to a refund on conversions from a higher rate use category to a lower rate use category.

C. There is hereby established and created a fund of the city entitled “traffic mitigation impact fund” and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The traffic mitigation impact fund is established for the sole purpose of providing monies for the construction and reconstruction of facilities and equipment and other capital purposes needed for traffic circulation improvements in and around the city of St. Helena.

3.32.110 Developer construction of facilities.

A. Whenever a developer is required, as a condition of approval of a subdivision, development permit or building permit, to construct a public facility described in the capital improvement projects list, which facility is determined by the city to have supplemental size, length or capacity over that needed to address the impacts of that development, and when construction is necessary to ensure efficient and timely construction of the facilities network, a reimbursement agreement with the developer and a credit against the applicable impact fee, which would otherwise be charged pursuant to this chapter on the development project, shall be offered. The reimbursement amount shall not include the portion of the improvement needed to provide services or mitigate the need for the facility or the burdens created by the development.

B. A developer who installs an off-site improvement as a special mitigation measure for a project which is identified on the capital improvement projects list to be funded at least partially by impact fees may claim credit on such a fee not to exceed the impact fee payable for the development project. The city's public works director is authorized to allow such credit.

C. If a developer is dissatisfied with the decision of the city's public works director regarding a reimbursement agreement or a credit of development impact fees, the developer shall appeal for relief to the city council by filing a written appeal with the city clerk within fifteen (15) days after the disputed decision. The appeal shall state in sufficient detail the basis for the claimed credit. The decision of the city council shall be final.

3.32.120 Fee adjustment.

A. A developer of any project, including any new building or addition to or conversion of any existing building, subject to the fees described in Sections 3.32.050 through 3.32.100 may apply to the city council for a reduction or adjustment of the fee(s), or a waiver of the fee(s), based upon the absence of any reasonable relationship between the nature of the impact of the development and either the amount of the fee charged or the type of facilities to be financed.

B. The application for a fee reduction, adjustment, or waiver shall be made in writing and filed with the city clerk not later than twenty (20) days after the filing of the application for a building permit.

C. The application shall state in detail the factual basis for the claim of waiver, reduction, or adjustment. The city council shall consider the application at a hearing held within thirty (30) days after the filing of the fee adjustment application. The decision of the city council shall be final.

D. If a reduction, adjustment, or waiver is granted, any change in use within the project shall invalidate the waiver, adjustment or reduction of the fee.

3.32.130 Definitions.

A. "Building permit" shall mean the permit required or issued by the city of St. Helena for the construction, improvement or remodeling of any structure pursuant to the city of St. Helena's building codes.

B. “City” shall mean the governmental body managing the administrative operations of the city of St. Helena.

C. “City of St. Helena” shall mean all property located within the geographical area within the city of St. Helena’s city limit line.

D. “City of St. Helena impact fee study” shall mean the study, including any amendments or revisions thereto, for the financing of facilities and services designated under the capital improvement projects list for the city of St. Helena. This study includes, but is not limited to, a designation of those facilities to be constructed with the impact fees collected under this chapter, the estimated costs of constructing those facilities or providing the services designated therein, and the total use factors or other criteria utilized to arrive at an allocation of the cost of the facilities to the different types of land uses and to new development.

E. “Conversion” shall mean converting from unusable to usable floor space, or converting the existing use to another use.

F. “Developer” shall mean any person who is the owner or authorized agent of an owner of any new development within the city of St. Helena.

G. “Dwelling unit” shall mean a residential dwelling within the city of St. Helena. Each single-family residential unit within a multifamily residential building or development project shall be deemed to be a separate dwelling unit.

H. “New development” shall mean the original construction of residential, commercial, industrial or other nonresidential buildings, or the addition of usable floor space within existing residential or nonresidential buildings, or the construction of new accessory buildings.

I. “Owner” shall mean the legal owner(s) or the authorized agent(s) for any owner of property being developed.

J. “Usable floor space” shall mean any interior space constructed or converted to be used for human occupancy in accordance with the Uniform Building Code.

3.32.140 Development agreements.

The terms of any development approvals or building permit(s) may be negotiated as part of a development agreement which may require a developer to provide or

finance any public projects deemed agreeable to both the developer and the city council. Development constructed under the terms of a development agreement approved pursuant to Chapter 17.156 may be exempted from the payment of any of the impact fees required under Sections 3.32.050 through 3.32.100.

3.32.150 Inflationary fee increases.

Due to the increases in costs of construction, developing and designing the projects to be financed by the development impact fees set forth herein, such fees shall be automatically adjusted annually commencing July 1, 1998, and every July 1st thereafter. The fee adjustments shall be based on the increase, if any, in the Engineering News Record U.S. twenty (20) city average construction cost index for the June preceding the increase and the June one year prior thereto."

Section 5: Severability.

If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 6: CEQA.

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (the "Guidelines"), and the environmental regulations of the City. The City Council hereby finds that this Ordinance updating the City's requirements for development impact fees is statutorily and categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") because the setting of development impact fees merely establishes a funding mechanism for the provision of future projects and, as such, this Ordinance is not "an essential step culminating in action which may affect the environment" and environmental review required under CEQA will be performed when projects funded by the development impact fees are chosen and defined (*Kaufman & Broad-South Bay, Inc. v. Morgan Hill Unified School District* (1993) 9 Cal.App.4th 464).

Section 7: Notice and Effective Date.

This ordinance was reviewed at a noticed public hearing, for which the Ordinance, Resolution Establishing Updated Development Impact Fees, and the associated Development Impact Fee Study were available to the general public for a period of not less than 14 days prior to the public hearing. These fees shall apply to the issuance of any building permit for any residential and non-residential development issued 60 days following the passage of this ordinance.

Section 8. Publication.

The Mayor shall sign this Ordinance and the City Clerk shall cause the same, or a summary of the Ordinance prepared by the City Attorney, to be published within fifteen (15) days after its passage at least once, in a newspaper of general circulation, published and circulated in the City of St. Helena, California. .

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 2023, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2023, by the following vote:

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

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

_____
Cindy Tzafopoulos, City Clerk

I, CINDY TZAFOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the _____ day of _____, 2023. That

thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2023, by the following vote:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ADOPTING THE FINDINGS OF THE DEVELOPMENT IMPACT FEE UPDATE STUDY BY WILLDAN FINANCIAL SERVICES AND ESTABLISHING UPDATED DEVELOPMENT IMPACT FEES FOR PUBLIC SAFETY, CIVIC IMPROVEMENT, PARKS AND RECREATION, WATER, SEWER, STORM DRAINAGE, AND TRAFFIC MITIGATION AS RECOMMENDED IN THE IMPACT FEE UPDATE STUDY

WHEREAS, the City Council of the City of St. Helena has adopted an Ordinance authorizing the establishment of development fees for the mitigation of the impacts of land development on the following public facilities:

Public Safety
Civic Improvement
Parks and Recreation
Water
Sewer
Storm Drainage
Traffic Mitigation

WHEREAS, in order to continue to provide new and expanded facilities and infrastructure to protect and promote the public health, safety, and welfare of all citizens of the City and ensure that developers pay their fair share to mitigate impacts to the City, it is necessary from time to time to implement updates to the City's development impact fees in accordance with supporting documentation; and,

WHEREAS, the proposed increases in existing development impact fees are based upon the information contained in the documents prepared by City staff and Willdan Financial Services, entitled "Development Impact Fee Update Study", dated October 17, 2023 and prepared in accordance with California Government Code §§ 66000 et seq.; and

WHEREAS, the Study provided the City with information and data regarding the nexus between the planned public improvements and the benefiting land uses that would pay the impact fees at time of issuance of a building permit; and

WHEREAS, the Study provides the City with the findings necessary to update the City's current impact fees in accordance with Government Code § 66001; and,

WHEREAS, on November 14, 2023, the City Council held a duly noticed public hearing on the proposed development impact fees with an opportunity for

the public to be heard, pursuant to the provisions of Government Code §§ 66016 – 66018; and

WHEREAS, the Study prepared by Willdan Financial Services has been available for public review and comment pursuant to the provisions of Government Code §66016 and §6062a; and

WHEREAS, the City has adopted Ordinance No. _____ which revises the sections of the St. Helena Municipal Code relating to impact fees to clarify that updated impact fees are to be established and may be amended by Resolution of the City Council; and

WHEREAS, pursuant to the provisions of Ordinance No. _____, the City Council of the City of St. Helena desires to impose the updated development impact fees in accordance with the nexus calculations and recommendations in the Study.

NOW THEREFORE, the City Council of the City of St. Helena does hereby find, order, and resolve as follows:

SECTION 1: The City Council of the City of St. Helena finds and determines that the Study complies with California Government Code §66001 by establishing the basis for the imposition of the impact fees on new development. This finding is based on the fact that the Study:

(a) Identifies the purpose of the fee;
(b) Identifies the use to which the fee will be put;
(c) Shows a reasonable relationship between the use of the fee and the type of development project on which the fee is imposed;
(d) Demonstrates a reasonable relationship between the need for the public facilities and the type of development projects on which the fee is imposed; and
(e) Demonstrates a reasonable relationship between the amount of the fee and the cost of the public facilities or portion of the public facilities attributable to the development on which the fee is imposed.

SECTION 2. The City Council hereby determines that the fees collected pursuant to this Resolution shall be used to finance the public improvements described or identified in the Study or such other public facility master plans or capital improvement program as may from time to time be adopted by the City Council.

SECTION 3. The City Council has considered the specific project descriptions and the cost estimates identified in the Study and hereby approves such project descriptions and cost estimates and finds them reasonable as the basis for calculating and imposing the updated development impact fees.

SECTION 4. The City Council hereby finds that the projects and fee methodology identified in the Study are consistent with the City's General Plan.

SECTION 5. The City Council hereby approves the Development Impact Fee Update Study, dated October 17, 2023, prepared by Willdan Financial Services, and the findings contained therein. A copy of the Study shall be on file with the City Clerk and available during regular City business hours for public inspection.

SECTION 6. The City Council hereby approves the schedule of updated Development Impact Fees contained in and attached hereto as Exhibit "A".

SECTION 7. The new fees attached hereto shall become effective on February 1, 2024, which is more than sixty (60) days following the adoption of this Resolution by the City Council.

SECTION 8. The increase of development impact fees is statutorily and categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") because the setting of development impact fees merely establishes a funding mechanism for the provision of future projects and, as such, this Resolution is not "an essential step culminating in action which may affect the environment" and environmental review required under CEQA will be performed when projects funded by the development impact fees are chosen and defined (*Kaufman & Broad-South Bay, Inc. v. Morgan Hill Unified School District* (1993) 9 Cal.App.4th 464).

PASSED, APPROVED AND ADOPTED this _____ day of _____ _____.

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

I, CINDY TZAFOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the _____ day of _____, 20__. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 20__, by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____

Councilmember Chouteau: _____
Councilmember Hardy: _____
Councilmember Summers: _____

Exhibit “A”
City of St. Helena Development Impact Fee Schedule

Fee Type	Amount
Public Safety Impact Fees	1. One Dollar and Thirty Cents ($1.30) per square foot for all new residential development or conversions. 2. One Dollar and Thirty Cents ($1.30) per square foot for all new commercial/ retail development and conversions. 3. Two Dollars and No Cents ($2.00) per square foot for all new office development and conversions. 4. Seventy One Cents ($0.71) per square foot for all new industrial development and conversions. 5. One Dollar and Thirty Seven Cents ($1.37) per square foot for all new lodging development and conversions.
Civic Improvement Impact Fees	1. One Dollar and Sixty Cents ($1.60) per square foot for all new residential development or conversions. 2. One Dollar and Sixty Cents ($1.60) per square foot for all new commercial/ retail development or conversions. 3. Two Dollars and Forty Six Cents ($2.46) per square foot for all new office development and conversions. 4. Eighty Seven Cents ($0.87) per square foot for all new industrial development and conversions. 5. One Dollar and Sixty Nine Cents ($1.69) per square foot for all new lodging development and conversions.
Park and Recreation Fees	1. Seven Dollars and Sixteen Cents ($7.16) per square foot for all new low-density (single-family) residential development or conversions. 2. Twelve Dollars and Eighteen Cents ($12.18) per square foot for all new medium and higher-density (multifamily) residential development and conversions.
Water Impact Fees	Every person connecting to the City’s water system, converting unusable to usable floor space in existing buildings that are already connected to the City’s water system, or

	adding new space to existing buildings that are already connected to the City's water system shall be subject to the following water impact fees: 1. One Dollar and Forty One Cents ($1.41) per square foot for residential uses. 2. Eighty Six Cents ($0.86) per square foot for office uses. 3. Seventy Three Cents ($0.73) per square foot for industrial uses. 4. Eighty Six Cents ($0.86) per square foot for commercial uses. 5. Two Dollars and Forty Cents ($2.40) per square foot for lodging uses.
Sewer Impact Fees	Every person connecting to the City's sewer system, converting unusable to usable floor space in existing buildings that are already connected to the City's sewer system, or adding new space to existing buildings that are already connected to the City's sewer system shall be subject to the following sewer impact fees: 1. One Dollar and Fifty Seven Cents ($1.57) per square foot for residential uses. 2. One Dollar and Eighty Seven Cents ($1.87) per square foot for office uses. 3. One Dollar and Sixty Five Cents ($1.65) per square foot for industrial uses. 4. One Dollar and Eighty Seven Cents ($1.87) per square foot for commercial uses. 5. Five Dollars and Fifty Cents ($5.50) per square foot for lodging uses.
Storm Drainage Impact Fees	1. Sixty One Cents ($0.61) per square foot for residential uses. 2. One Dollar and Fifty Eight Cents ($1.58) per square foot for office uses. 3. One Dollar and Ninety Cents ($1.90) per square foot for industrial uses. 4. One Dollar and Ninety Cents ($1.90) per square foot for commercial uses. 5. Two Dollars and Sixty Four Cents ($2.64) per square foot for lodging uses.
Traffic Mitigation Impact Fees	1. Eighty One Cents ($0.81) per square foot for residential development, conversions,

	or additions. 2. Two Dollars and Forty Three Cents ($2.43) per square foot for industrial development, conversions, or additions. 3. Four Dollars and Six Cents ($4.06) per square foot for office development, conversion, or additions. 4. Five Dollars and Ten Cents ($5.10) per square foot for commercial development, conversions, or additions. 5. Five Dollars and Forty Six Cents ($5.46) per square foot for lodging uses.

City of St. Helena

Development Impact Fee Study Update

November 14, 2023



WILLDAN

What is a Development Impact Fee?

- One-time charge 
- Imposed at building permit stage 
- Imposed on all development projects within a defined geographic area 
- Funds facilities to serve new development 

Mitigation Fee Act Findings (Govt. Code §66001)

- Key findings
  - **Need**: Development creates need for facilities
  - **Benefit:** Development use of revenue
  - **Rough Proportionality:** Fee amount development's share of facility costs
- Other findings
  - Purpose of fee
  - Use of fee revenue



AB 602

- Requires local jurisdictions to make certain information available on website:
  - Current impact fee schedule
  - Nexus studies
  - Annual AB1600 reports
  - Five-Year AB1600 reports
- Changes to impact fee adoption process:
  - Prior to adoption of development fees, an impact fee nexus study needs to be adopted with 30 days notice
- Technical changes:
  - Residential fees should be charged per square foot, unless findings are supported that justify another metric
  - Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study
  - Nexus study should identify level of service
  - If fees are increasing, review the assumptions of the original nexus study and evaluate the amount of fees collected under the original fee

Impact Fees – Basic Methodology



ESTIMATE EXISTING DEVELOPMENT AND FUTURE GROWTH



IDENTIFY FACILITY STANDARDS



DETERMINE NEW FACILITY NEEDS AND COSTS



ALLOCATE SHARE TO ACCOMMODATE GROWTH



IDENTIFY ALTERNATIVE FUNDING NEEDS



CALCULATE FEE BY ALLOCATING COSTS PER UNIT OF NEW DEVELOPMENT

St. Helena Development Impact Fee Categories

- Public Safety Facilities
- Civic Facilities
- Transportation Facilities
- Parks
- Storm Drainage
- Water
- Wastewater

Growth Projections

	2023	2040	Growth
Residents	**5,212**	**6,600**	**1,388**
Dwelling Units	**2,856**	**3,100**	**244**
Employment	**4,164**	**5,900**	**1,736**

Sources: California Department of Finance (DOF), Table E-5, 2023; St. Helena General Plan Update EIR (2018); U.S. Census Bureau, OnTheMap Application.

Cost Allocation Methods:
WHAT Facilities Serve WHO

EXISTING INVENTORY

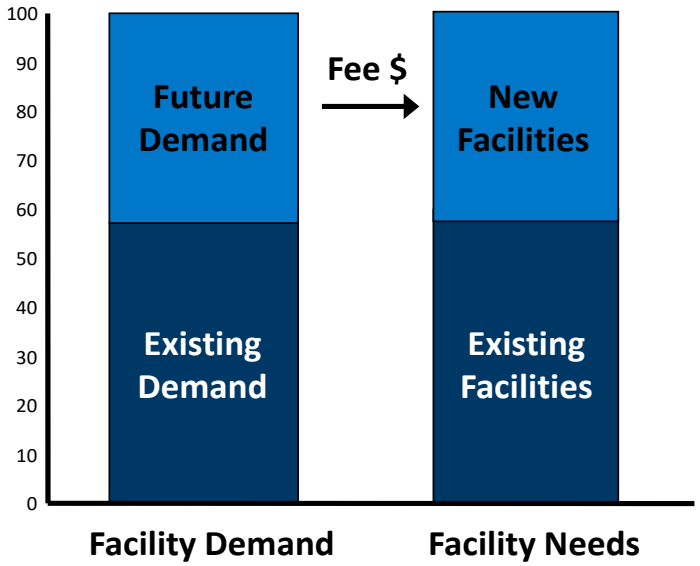
$$\frac{\textit{Existing Facilities}}{\textit{Existing Demand}}$$

PLANNED FACILITIES

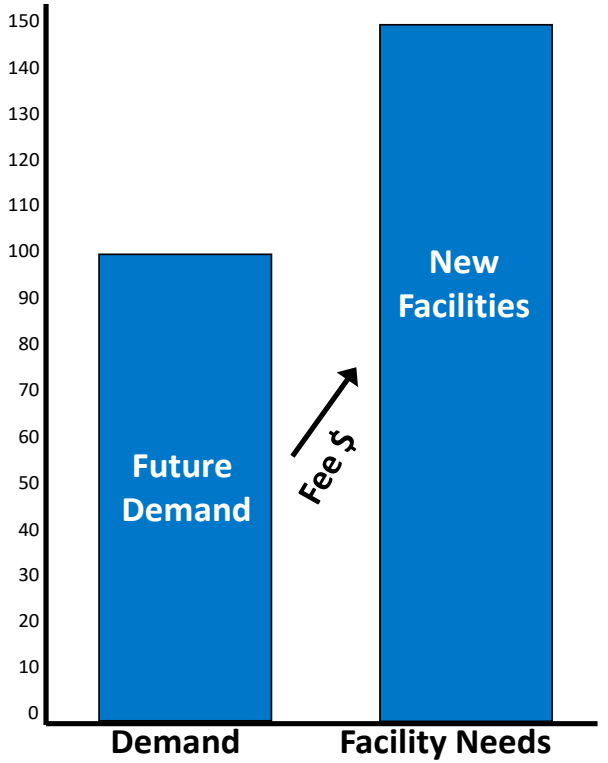
$$\frac{\textit{Planned Facilities}}{\textit{New Demand}}$$

Cost Allocation Methodologies

Existing Inventory Method



Planned Facilities Method



Fee Program Methodologies

Existing Standard	Planned Facilities
Public safety facilities	Transportation
Civic facilities	Storm drain
Parks	Water
	Wastewater

Projected Impact Fee Revenue

Fee Category	Net Project Cost	Projected Impact Fee Revenue	Additional Funding Required
Public Safety	$ 3,730,662	$ 3,730,662	$ -
Civic Facilities	4,589,658	4,589,658	-
Transportation Facilities	18,799,000	4,060,584	14,738,416
Parks	7,771,000	7,771,000	-
Storm Drainage	19,273,000	2,356,359	16,916,641
Water	18,539,000	1,757,577	16,781,423
Wastewater	26,683,341	2,854,058	23,829,283
Total	$ 99,385,661	$ 27,119,898	$ 72,265,763

Maximum Justified Impact Fee Schedule

Land Use	Public Safety	Civic Facilities	Transportation Facilities	Parks	Storm Drainage	Water	Wastewater	Total - Maximum Justified
Residential - per Sq. Ft,	$ 1.30	$ 1.60	$ 0.81	$ 3.77	$ 0.61	$ 1.41	$ 1.57	**$ 11.07**
Nonresidential - Fee per Sq. Ft.								
Commercial	$ 1.30	$ 1.60	$ 5.10	$ -	$ 1.90	$ 0.86	$ 1.87	**$ 12.63**
Office	2.00	2.46	4.06	-	1.58	0.86	1.87	**12.83**
Industrial	0.71	0.87	2.43	-	1.90	0.73	1.65	**8.29**
Hotel Room	1.37	1.69	5.46	-	2.64	2.40	5.50	**19.07**

Next Steps

- Tonight: Hold public hearing to adopt revised fee schedule
- Affordable housing and commercial linkage fee nexus study to be presented in December

Questions



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	November 14, 2023
FROM:	Mario Traverso, Public Works Assistant Engineer
SUBJECT:	Consideration and Adoption of a Resolution granting an exemption to the building permit condition of requiring a separate utility connection for the proposed accessory dwelling unit located at 1815 Spring Street.
RECOMMENDED ACTION:	Adopt the resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this action is to request City Council to consider granting an exemption to SHMC 17.116.030 for the proposed ADU located at 1815 Spring Street.
FINANCIAL IMPACT:	None.

BACKGROUND:

Heather and Ryan Peterson, owners of the property located at 1815 Spring Street, submitted an application for a building permit for the construction of a new 688 square foot Accessory Dwelling Unit (ADU). Plan check comments from the Public Works Department were returned to the applicant which requested that the design plans provide for a separate utility connection (sewer and water) directly between the ADU and the utility as required by the St. Helena Municipal Code.

The City of St. Helena Municipal Code concerning accessory dwelling unit utility connections is as follows:

17.116.030(G)(2). Utility Fees

a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

b. Except as described in subsection (G)(2)(a) of this section, converted ADUs and JADUs on a single-family lot that are created under subsection (D)(2)(a) of this section are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required.

c. Except as described in subsection (G)(2)(a) of this section, all ADUs and JADUs that are not covered by subsection (G)(2)(b) of this section require a new, separate utility connection directly between the ADU or JADU and the utility.

i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU or JADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
ii. The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

A separate utility connection between an ADU and the utility is required for any new ADU which is not a conversion.

DISCUSSION:
Staff is requesting City Council consider the request of Heather and Ryan Peterson granting an exemption of SHMC 17.116.030(G)(2) which requires the installation of separate utility connections for the proposed accessory dwelling unit.

Circumstances when an exemption should be considered include:

Existing Pavement Condition: It would not be preferable to require a project to install separate utility connections that would require excavations of a recently paved street. Installation of separate utilities requires sawcutting and excavations of two 24-inch width trenches; depending on the location of the utility, the trenches may span the entire street. Typically, excavations into pavement lead to accelerated pavement deterioration. Generally, the City would prefer to not allow excavations in new roadway surfaces for five years following pavement rehabilitation.

Existing Utility Condition: It would not be preferable to require a project to install a new separate utility connection to an existing utility when the condition of the existing utility is compromised. Situations exist where the integrity of the existing in-road utility may preclude the installation of new service equipment where required to maintain horizontal separations. Additionally, circumstances may arise during the course of a project design or construction including obstructions, property line or easement conflicts or alignment geometry complications that preclude the installation of new utility services.

Existing Service Condition: It may be redundant to require a separate utility connection in a situation where the existing utility connections have been demonstrated to provide adequate service, or have been replaced, upsized or otherwise meet current City standards.

Cost: The cost associated with the installation of separate utility connections is significant. This generally requires additional permits, inspections and specialty contractors. This cost at times may eclipse the cost of the overall project. This cost disparity can create a financial hardship for the property owner.

The project owners of 1815 Spring Street have petitioned that the existing storm drain culvert fronting the entirety of the property presents a significant obstruction which prevents the installation of separate utility connections. Additionally, the existing utility easement which contains the existing utilities is not dimensionally adequate to allow for the installation of additional utility services. The cost associated with the installation of new utilities through the culvert is not proportional to the project and presents a financial hardship. Additionally, documentation has been submitted to Public Works to demonstrate the performance sufficiency of the existing utility connections to adequately serve the proposed accessory dwelling unit (i.e. CCTV of existing sewer lateral, presentation of calculations demonstrating capacity for both sewer discharge and water service). Public Works concurs with the findings and recommends granting an exemption of SHMC 17.116.030(G)(2) for the proposed accessory dwelling unit located at 1815 Spring Street with the following direction:

1. The proposed ADU may connect the existing sewer lateral prior the lateral entering the public Right-of-Way.
2. The applicant shall determine an alternative method for presentation and acceptance by the City Engineer to account for water consumed and sewer discharged by the ADU.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Resolution - 1815 Spring Street
Condition Report - 1815 Spring Street

CITY OF ST. HELENA

RESOLUTION NO. 2023-

Resolution of the City Council of the City of St. Helena to approve the request for an exemption of SHMC 17.116.030 requiring the installation of separate utility connections to the proposed accessory dwelling unit at 1815 Spring Street.

RECITALS

A. Heather and Ryan Peterson, owners of the property located at 1815 Spring Street, St Helena, CA applied for a building permit to construct a new accessory dwelling unit; and

B. St. Helena municipal Code Section 17.116.030 requires a separate utility connection for all new accessory dwelling units which is not a conversion; and

C. The owners have petitioned that significant obstructions prevents the installation of separate utility connections and the cost of doing so would present a financial hardship; and

D. The owners have demonstrated that the existing utility capacity is sufficient to adequately serve the proposed accessory dwelling unit; and

E. The owners have requested an exemption from the requirement to install a separate utility connection to the proposed accessory dwelling unit.

RESOLUTION

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

1. Approving the request for an exemption of SHMC 17.116.030 which requires the installation of a

separate sewer connection to the proposed accessory dwelling unit at 1815 Spring Street with the following direction:

a. The proposed ADU may connect to the existing sewer lateral prior to the lateral entering the public Right-of-Way.

b. The applicant shall determine an alternative method for presentation and acceptance by the City Engineer to account for water consumed and sewer discharged by the ADU; and

2. Directing the City Engineer to amend building permit BD2209-019 to reflect the approval.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2023, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau:_____

Councilmember Hardy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

October 23, 2023
Job No. 23-05

BARTELT ENGINEERING

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

Re: ADU Utility Connection Hardship Exemption Request at: 1815 Spring Street, St. Helena, CA, 94574; APN 009-322-006

Mr. Leach:

Our office was recently contacted by Heather and Ryan Peterson, the owners of 1815 Spring Street, to assist with the coordination of utility requirements related to their Accessory Dwelling Unit (ADU) project. As I understand it, their ADU has triggered a section of the City's municipal code that requires dedicated public utility connections to the ADU, separate from those serving their existing main residence. After reviewing the project site constraints and City code requirements, I offer the following assessment of the situation to support the Peterson's request for an exemption from the City code requirement to provide new utility connections to the ADU.

In terms of connection to public water and sewer utilities, the main residence and ADU are situated in a unique manner. Although the property's frontage is only along Spring Street, existing public storm drain infrastructure between the property and Spring Street seems to have precluded the property's connections to Spring Street's public water and sewer infrastructure. As shown in the utility plan prepared for the ADU building permit, the existing public water and sewer services for the main residence at 1815 Spring Street are provided from Crane Avenue through a narrow five (5) foot utility easement across 1175 Crane Avenue. The five (5) foot utility easement is centered between 1175 Crane Avenue's property line and existing garage. The utility easement width cannot be expanded to add new utility lines due to the physical constraint of the garage. The installation of a new sewer and water line within the same five foot strip of land as the existing sewer and water lines is impractical, especially considering water service laterals must be located a minimum of five (5) feet horizontally from sewer laterals per City standards. Additionally, there are several mature redwood trees and a PG&E utility pole along 1175 Crane Avenue's frontage with Crane Avenue that make any new connections to the City's utilities impractical at this location.

1815 Spring Street also abuts 1145 Crane Avenue to the south. However, pursuing a new easement to extend the ADU's utilities through this property is not possible because 1145 Crane Avenue's residential structures have been installed too close to the property line to allow trenching and installation of new underground utilities.

In reviewing the Peterson's request, I do not believe allowing an exemption for this project would set a precedent. The public storm drain infrastructure precluding new utility connections at 1815 Spring Street only begins on the east side of Hudson Avenue and ends approximately four parcels east of Crane Avenue before changing direction to flow out of Spring Street. In all, there appears to be two other parcels with frontage along Spring Street

CIVIL ENGINEERING • LAND PLANNING
1303 Jefferson Street, 200 B, Napa, CA 94559
www.barteltengineering.com Tel: 707-258-1301 Fax: 707-258-2926

October 23, 2023
Job No. 23-05

BARTELT ENGINEERING

that are affected by the public storm drain infrastructure. One of these parcels appears to be a public park that also has access to utilities from Voorhees Circle. The other parcel, 1711 Spring Street, appears to be oversaturated in terms of development based on aerial imagery. Furthermore, the public storm drain infrastructure across the frontage of 1711 Spring Street is an open channel and access to the parcel is provided by a bridge. This situation allows an easier crossing for utilities as pipes can be strapped to the bridge crossing. However, 1815 Spring Street is the only property with frontage along Spring Street where the public storm drain infrastructure consists of a concrete box culvert. This structure begins on the west side of 1815 Spring Street and extends eastward across (underneath) Crane Avenue, then converts back to an open channel. The top span of the box culvert is also the sidewalk along the frontage of 1815 Spring Street. The box culvert is approximately six (6) feet deep from the top of sidewalk down to the flowline. Therefore, utilities cannot be installed in a trench across the sidewalk. Pictures of the existing culvert and top span/sidewalk section are provided with this letter.

Our office supports the Peterson's proposal that in return for an exemption from the requirement to connect new utility services for the ADU, they will pay the normal utility connection fees assessed by the City for the ADU. The Peterson's would would connect the ADU to the existing water and sewer utilities serving the main residence. This seems appropriate as, in my professional opinion, the one bedroom, one bathroom ADU will have minimal to no impact on the capacity of the existing water and sewer service connections. To prove this, sewer capacity calculations, prepared in accordance with the City of St. Helena Water and Sewer Standards, are included with this letter. Additionally, the Peterson's commissioned a plumbing contractor to video the existing sewer line. The video was provided to the City of St. Helena Public Works via email on October 1, 2023, and shows the existing sewer line is clean and free of obstructions.

Should you require further information or would like to discuss this project in greater detail please feel free to contact me at my direct line which is (707) 492-1191. Thank you for your consideration of this request.

Sincerely,





Dane Hoime, PE
Project Engineer

cc: Heather & Ryan Peterson, Owner/Applicant

Enclosures

Photographic Documentation – Existing Box Culvert & Sidewalk

1815 Spring Street - Private Sewer Lateral Capacity Determination

October 23, 2023
Job No. 23-05

BARTELT ENGINEERING

Photographic Documentation – Existing Box Culvert & Sidewalk

West Side of 1815 Spring Street, Transition from Open Channel to Box Culvert



October 23, 2023
Job No. 23-05

BARTELT ENGINEERING

Photographic Documentation – Existing Box Culvert & Sidewalk

West Side of 1815 Spring Street, Close up of Culvert Span/Sidewalk Section



October 2023
Job # 23-05

BARTELT ENGINEERING

1815 Spring Street - Private Sewer Lateral Capacity Determination

Applicable Codes

City of St. Helena Water and Sewer Standards, October 27, 2015

Section 6-2.02 Pipe Size. Service sewers shall be sized in accordance with the latest edition of the Uniform Plumbing Code, but in no case smaller than four (4) inches.

Uniform Plumbing Code, 2021
Chapter 7, Sanitary Drainage
Section 703.0 Size of Drainage Piping

703.1 Minimum Size. The minimum sizes of vertical, horizontal, or both drainage piping shall be determined from the total of fixture units connected thereto, and additionally, in the case of vertical drainage pipes, in accordance with their length.

703.2 Maximum Number of Fixture Units. Table 703.2 shows the maximum number of fixture units allowed on a vertical or horizontal drainage pipe, building drain, or building sewer of a given size; the maximum number of fixture units allowed on a branch interval of a given size; and the maximum length (in feet and meters) of a vertical drainage pipe of a given size.

Uniform Plumbing Code, 2021 - Reference Tables

Table 702.1: Drainage Fixture Unit Values (DFU)[1]

Plumbing Appliances, Appurtenances, or Fixtures	Minimum Size Trap and Trap Arm (inches)	Private	Public	Assembly
Bathtub or Combination Bath/Shower	1 1/2	2	2	-
Clothes Washer, domestic, standpipe	2	3	3	3
Dishwasher, domestic, with independent drain	1 1/2	2	2	2
Sinks, Kitchen, domestic	1 1/2	2	2	-
Sinks, Bar	1 1/2	1	-	-
Sinks, Wash	-	-	2	2
Water Closet, 1.6 GPF Gravity Tank	3	3	4	6

1. Only fixtures applicable to this project are provided in the table above. See UPC 2021 for full table.

Table 703.2[1]
Maximum Unit Loading and Maximum Length of Drainage and Vent Piping

Size of Pipe (Inches)	4
Maximum Units	
Drainage Piping	
Vertical	256
Horizontal	216[2]
Maximum Length	
Drainage Piping	
Vertical, (feet)	300
Horizontal (unlimited)	

1. Only the pipe size applicable to this project is provided in the table above. See UPC 2021 for full table.
2. Based on 1/4 per foot slope. For 1/8 inch per foot slope, multiply horizontal fixture units capacity by 0.8.

October 2023
Job # 23-05

BARTELT ENGINEERING

1815 Spring Street - Main Residence and ADU Fixture Count

Main Residence

Plumbing Appliances, Appurtenances, or Fixtures	Fixture Count	Base DFU (Private)	Total DFU
Bathtub or Combination Bath/Shower	4	2	8
Clothes Washer, domestic, standpipe	2	3	6
Dishwasher, domestic, with independent drain	2	2	4
Sinks, Kitchen, domestic	1	2	2
Sinks, Bar	1	1	1
Sinks, Wash	6		0
Water Closet, 1.6 GPF Gravity Tank	4	3	12
		Total	**33**

ADU

Plumbing Appliances, Appurtenances, or Fixtures	Fixture Count	Base DFU (Private)	Total DFU
Bathtub or Combination Bath/Shower	1	2	2
Clothes Washer, domestic, standpipe	1	3	3
Dishwasher, domestic, with independent drain	1	2	2
Sinks, Kitchen, domestic	1	2	2
Sinks, Bar	0	1	0
Sinks, Wash	1		0
Water Closet, 1.6 GPF Gravity Tank	1	3	3
		Total	**12**

Main Residence + ADU = Total DFU **45** DFU's

Sewer Capacity Summary

1815 Spring Street - is served by a 4" sewer pipe. Per video by client, the existing pipe is clear and functioning

Capacity - Max DFU, 4" pipe, 1/4" per foot slope	216	(UPC 2021 Table 703.2)
Capacity - Max DFU, 4" pipe, 1/8" per foot slope	173	(UPC 2021 Table 703.2)
Demand - 1815 Spring Street, Main Residence & ADU	45	DFU

The 1815 Spring Street sewer demand does not exceed the existing sewer pipe capacity in any scenario.

From: Heather Peterson
To: cityclerk
Subject: [External] 1815 Spring Street - public comment for City Council meeting 11/14
Date: Monday, November 13, 2023 6:09:01 PM

I am writing this public comment on item 15.1 because we are currently out of the country on a trip that could not be changed to accommodate this city counsel meeting. My husband and I along with our 2 of our 3 children are full time residents of 1815 Spring Street. We have spent the last year renovating our home and converting our garage into an ADU. We had a total budget of $200,000 to build our ADU. We have done most of the construction work ourselves to save money and stay within budget. When we went to connect to water and sewer we were given 2 bids of $65,000 to $100,000. This was assuming we could go out Crane (which the city agrees is not feasible) and does not include the additional cost of directional boring 10 ft down and significantly more across Spring St to connect to the water lateral there. We have been working with Bartelt engineering on this for the last several months who has determined that our current water supply to the house is more than adequate to cover the additional needs of the ADU. Because of these unique issues with our property, we are requesting an exemption for water connection in addition to the sewer connection exemption that public works has already recommended.

Thank you very much for your consideration in this matter,

Heather & Ryan Peterson

Sent from my iPhone

Agenda Item 15.1

1815 Spring Street

Requesting exemption for separate water and sewer utility connections for proposed ADU

November 14, 2023

Water Service System Code

13.04.050 (C) Water service connections—Installation generally

C. Multiple Connections Prohibited Generally. No one service connection shall supply water to more than one premises.

17.116.030 (G) Fees

C. …all ADUs and JADUs that are not covered by subsection (G)(2)(b) of this section require a new, separate utility connection directly between the ADU or JADU and the utility.

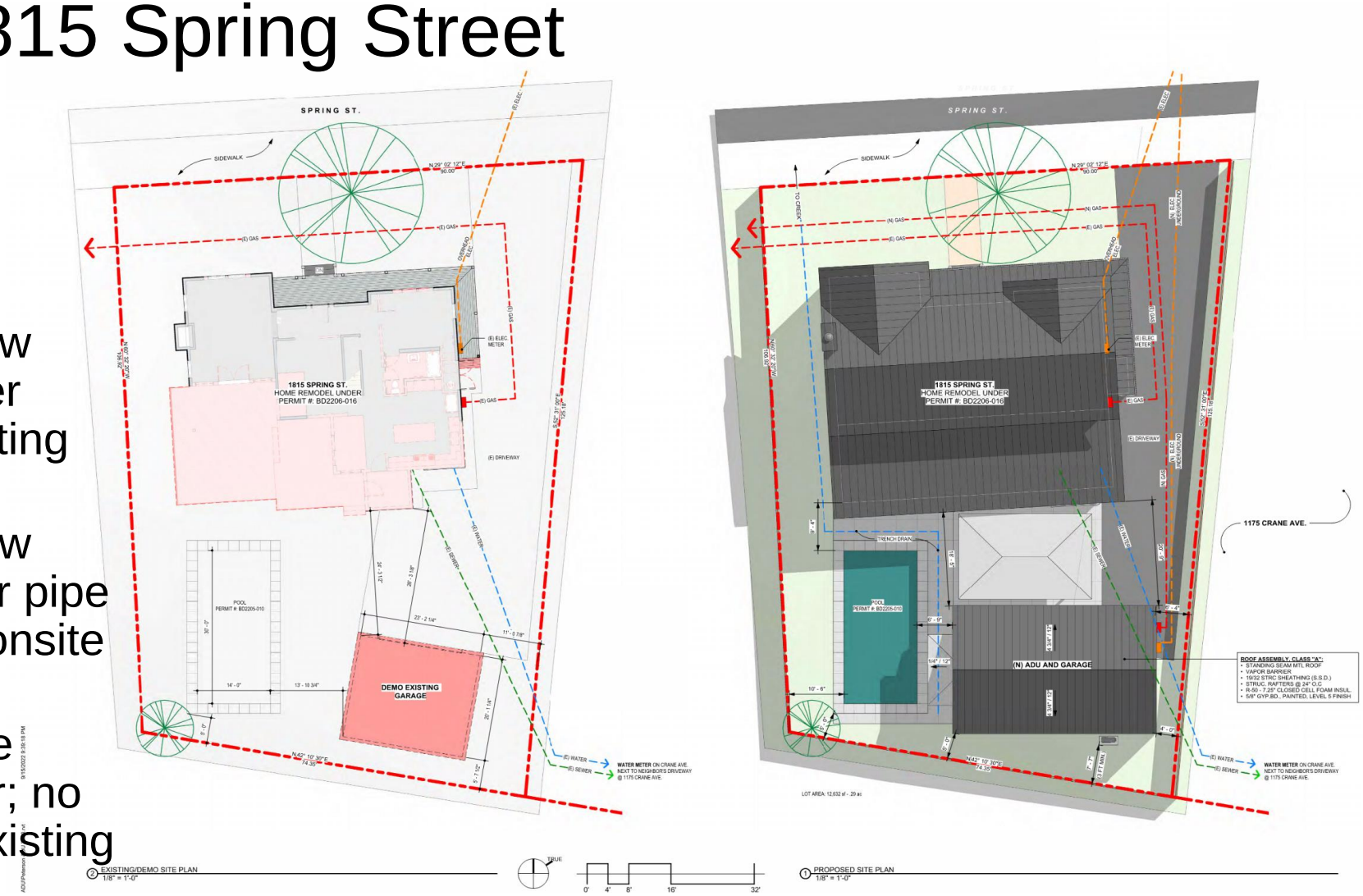
13.04.050 (D) Water service connections—Installation generally

D. If under particular circumstances it be determined by the city council that it be impracticable to install one service connection for every premises and advantageous to the department to furnish water to more than one premises through one service connection, then water may be so furnished by the department.

1815 Spring Street

Applicant's Proposal:

- Connect new onsite sewer pipe to existing onsite pipe.
- Connect new onsite water pipe to existing onsite pipe.
- No separate water meter; no upsize of existing meter.



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leong architects
NAPA VALLEY - NEW YORK
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t: 707 963-5461
www.leongarch.com
www.leong-leong.com
email: info@leongarch.com

PETERSON ADU & GARAGE
Ryan & Heather Peterson
1815 Spring St. - St. Helena - CA - 94574

ADU & GARAGE PERMIT SET

SITE & DEMO PLAN

REVISONS

No.	Description	Date

Project number:
Date: 09/15/22

A100-00

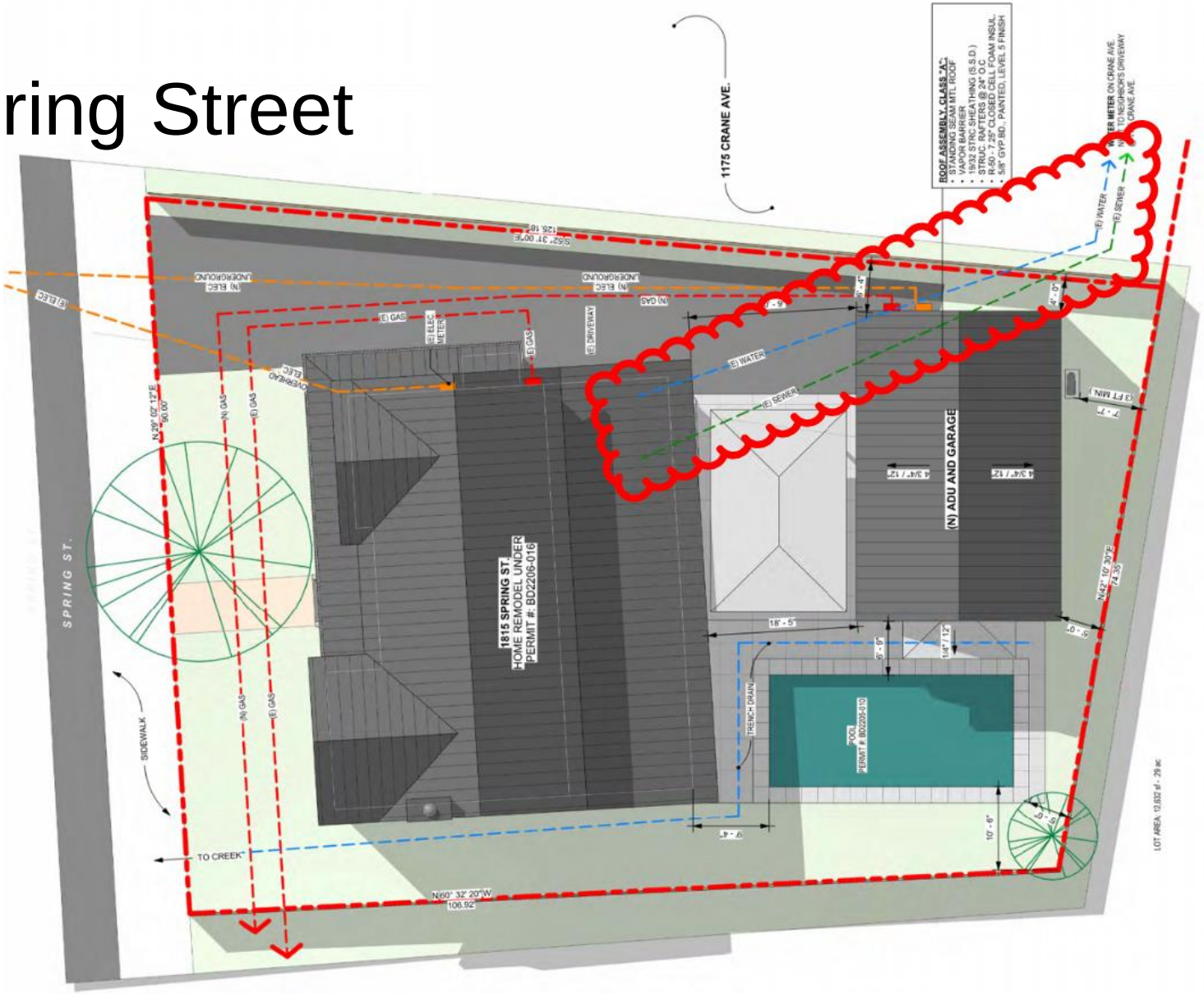
1815 Spring Street

Applicant has applied for a building permit to install a new 800 square foot ADU.

- The applicant is requesting an exemption to the requirement to install a separate water and sewer utilities.

- The applicant petitions that the existing sewer service from the sewer main line to the property has sufficient capacity to serve the new ADU.

1815 Spring Street



1815 Spring Street

Constraints:

- Existing box culvert in front yard; cost prohibitive to install water under box; not enough cover to install over
- Not feasible to install sewer over/under box culvert
- Private utility easement on adjacent property contains existing sewer and water services





1815 Spring Street

Public Works ***recommends*** the grant of an exemption for the additional *sewer* connection due to the following considerations:

- Presence of the storm drain culvert fronting 1815 Spring Street precludes access to utilities in Spring Street.
- The applicant has provided an Engineering Report demonstrating the performance sufficiency of existing *sewer* service connections.

Public Works is ***not recommending*** to grant an exemption for the additional water connection due to the following considerations:

- Public Works is requesting the applicant to provide a more comprehensive analysis on the feasibility of alternative methods to install a separate water connection (e.g. directional drill within existing easement, alternative alignment on Spring St., upsizing existing meter, etc.)

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	November 14, 2023
FROM:	Mario Traverso, Public Works Assistant Engineer
SUBJECT:	Consideration and Adoption of a Resolution granting an exemption to the building permit condition of requiring a separate utility connection for the proposed accessory dwelling unit located at 1520 Pine Street.
RECOMMENDED ACTION:	Adopt the resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	The purpose of this action is to request City Council to consider granting an exemption to SHMC 17.116.030 for the proposed ADU located at 1520 Pine Street.
FINANCIAL IMPACT:	None

BACKGROUND:

Philip Rich and Barbara Morrissette, owners of the property located at 1520 Pine Street, submitted an application for a building permit for the construction of a new 300 square foot Accessory Dwelling Unit (ADU). Plan check comments from the Public Works Department were returned to the applicant which requested that the design plans provide for a separate utility connection (sewer and water) directly between the ADU and the utility as required by the St. Helena Municipal Code.

The City of St. Helena Municipal Code concerning accessory dwelling unit utility connections is as follows:

17.116.030(G)(2). Utility Fees

a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

b. Except as described in subsection (G)(2)(a) of this section, converted ADUs and JADUs on a single-family lot that are created under subsection (D)(2)(a) of this section are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required.

c. Except as described in subsection (G)(2)(a) of this section, all ADUs and JADUs that are not covered by subsection (G)(2)(b) of this section require a new, separate utility connection directly between the ADU or JADU and the utility.

i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU or JADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
ii. The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

A separate utility connection between an ADU and the utility is required for any new ADU which is not a conversion.

DISCUSSION:
Staff is requesting City Council consider the request of Philip Rich and Barbara Morrissette granting an exemption of SHMC 17.116.030(G)(2) which requires the installation of separate utility connections for the proposed accessory dwelling unit.

Circumstances when an exemption should be considered include:

Existing Pavement Condition: It would not be preferable to require a project to install separate utility connections that would require excavations of a recently paved street. Installation of separate utilities requires sawcutting and excavations of two 24-inch width trenches; depending on the location of the utility, the trenches may span the entire street. Typically, excavations into pavement lead to accelerated pavement deterioration. Generally, the City would prefer to not allow excavations in new roadway surfaces for five years following pavement rehabilitation.

Existing Utility Condition: It would not be preferable to require a project to install a new separate utility connection to an existing utility when the condition of the existing utility is compromised. Situations exist where the integrity of the existing in-road utility may preclude the installation of new service equipment where required to maintain horizontal separations. Additionally, circumstances may arise during the course of a project design or construction including obstructions, property line or easement conflicts or alignment geometry complications that preclude the installation of new utility services.

Existing Service Condition: It may be redundant to require a separate utility connection in a situation where the existing utility connections have been demonstrated to provide adequate service, or have been replaced, upsized or otherwise meet current City standards.

Cost: The cost associated with the installation of separate utility connections is significant. This generally requires additional permits, inspections and specialty contractors. This cost at times may eclipse the cost of the overall project. This cost disparity can create a financial hardship for the property owner.

The project owners of 1520 Pine Street have petitioned that the costs associated with the installation of separate utility connections to the proposed accessory dwelling unit are not proportional to the scope of the project and present a financial hardship. Additionally, documentation has been submitted to Public Works to demonstrate the performance sufficiency of the existing utility connections to adequately serve the proposed accessory dwelling unit (i.e. CCTV of existing sewer lateral, presentation of calculations demonstrating capacity for both sewer discharge and water service). Public Works concurs with the findings and recommends granting an exemption of SHMC 17.116.030(G)(2) for the proposed accessory dwelling unit located at 1520 Pine Street with the following direction:

1. The proposed ADU may connect to the existing sewer lateral prior the lateral entering the public Right-of-Way.
2. The proposed ADU shall be connected to the existing water service lateral between the existing water main and the existing meter and shall install a new meter to separately serve the ADU.

ENVIRONMENTAL REVIEW: None

DOCUMENTS ATTACHMENTS:

Resolution - 1520 Pine Street
Project Plan - 1520 Pine Street
Performance Report - 1520 Pine Street

CITY OF ST. HELENA

RESOLUTION NO. 2023-

Resolution of the City Council of the City of St. Helena to approve the request for an exemption of SHMC 17.116.030 requiring the installation of separate utility connections to the proposed accessory dwelling unit at 1520 Pine Street.

RECITALS

A. Philip Rich and Barbara Morrissette, owners of the property located at 1520 Pine Street, St Helena, CA applied for a building permit to construct a new accessory dwelling unit; and

B. St. Helena municipal Code Section 17.116.030 requires a separate utility connection for all new accessory dwelling units which is not a conversion; and

C. The owners have petitioned that the cost of doing so would present a financial hardship; and

D. The owners have demonstrated that the existing utility capacity is sufficient to adequately serve the proposed accessory dwelling unit; and

E. The owners have requested an exemption from the requirement to install a separate utility connection to the proposed accessory dwelling unit.

RESOLUTION

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

1. Approving the request for an exemption of SHMC 17.116.030 which requires the installation of separate utility connections to the proposed accessory dwelling unit at 1520 Pine Street with the following direction:

a. The proposed ADU may connect to the existing sewer lateral prior the lateral entering the public Right-of-Way.

b. The proposed ADU shall be connected to the existing water service lateral between the existing water main and the existing meter and shall install a new meter to separately serve the ADU; and

2. Directing the City Engineer to amend building permit BD2308-025 to reflect the approval.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2023, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau:_____

Councilmember Hardy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CIVIL PLOT PLAN DRAWINGS FOR
LANDS OF MORRISSETTE
1520 PINE STREET, ST. HELENA, CA 94574
APN: 004-271-005

PROJECT INFORMATION

PROJECT ADDRESS: 1520 PINE STREET
ST. HELENA, CA 94574

OWNER/DEVELOPER: BARBARA MORRISSETTE
1520 PINE STREET,
ST. HELENA, CA 94574

CIVIL ENGINEER: THOMAS J. BILLETER, P.E.
BC ENGINEERING GROUP, INC.
418 B STREET, THIRD FLOOR
SANTA ROSA, CA 95401
(707) 542-4321

SURVEYOR: TERRA FIRMA SURVEYS, INC
P.O. BOX 533
ST. HELENA, CA 94574
(707) 963-7565

AREA: 00.18 ACRES

EARTHWORK SUMMARY

CUT = 5.63 CY
FILL = 5.21 CY
NET = 0.42 CY (CUT)

DISTURBED AREA = 0.02 ACRES WDID # N/A
NEW IMPERVIOUS AREA = 425 SF

EXACT SHRINKAGE, CONSOLIDATION AND SUBSIDENCE FACTORS AND LOSSES DUE TO CLEARING OPERATIONS ARE NOT INCLUDED. ESTIMATED EARTHWORK QUANTITIES AREA BASED ON THE DIFFERENCE BETWEEN EXISTING GROUND AND PROPOSED FINISH GROUND AND COULD VARY ACCORDING TO THESE FACTORS. CONTRACTOR SHALL CONFIRM EXISTING TOPOGRAPHY, SHALL REVIEW THE SITE AND THE GEOTECHNICAL REPORT(S), AND SHALL PERFORM AN INDEPENDENT QUANTITY TAKEOFF AND BID ACCORDINGLY.

SHEET INDEX

C1.0 CIVIL PLOT PLAN
C1.1 SITE SECTIONS

PURPOSE STATEMENT

THE PURPOSE OF THIS PROJECT IS TO PROVIDE GRADING AND DRAINAGE IMPROVEMENTS FOR A PROPOSED ACCESSORY DWELLING UNIT

SURVEY NOTE

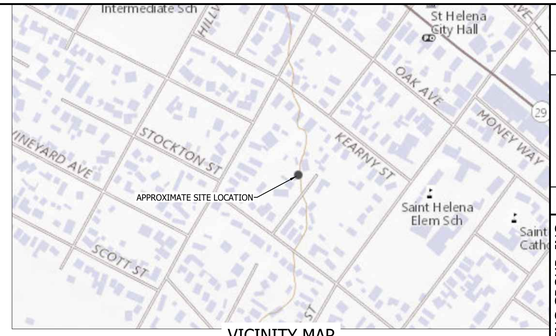
DESCRIPTION OF BENCHMARK: PK NAIL POINT NUMBER 15004
ELEVATION: 182.99 FEET VRS GPS NAD83/NAVD88 CALIFORNIA ZONE II; EPOCH 2017.50, GEOID 18, APRIL 12TH, 2023
CONTOUR INTERVAL = 1 FOOT

LEGEND

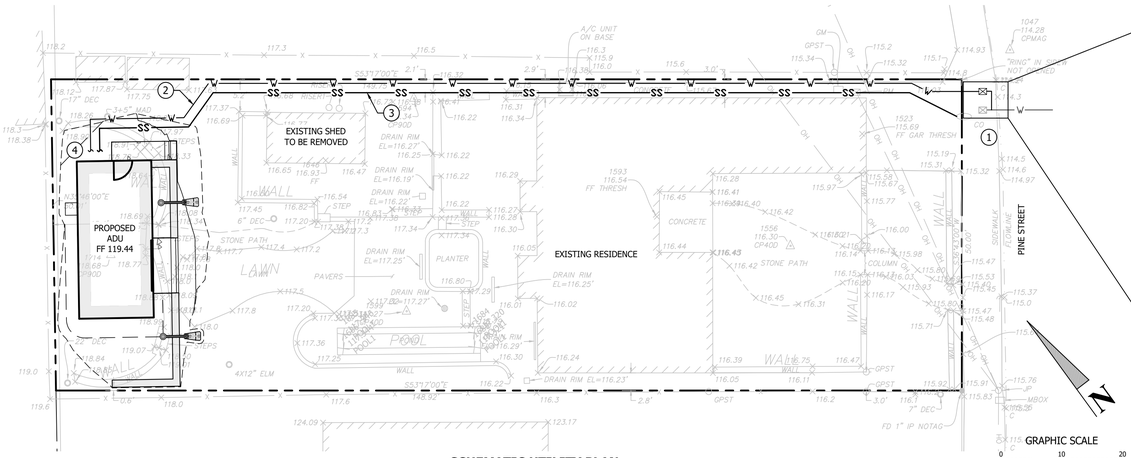
AD	AREA DRAIN
APN	ASSESSOR'S PARCEL NUMBER
BSL	BUILDING SETBACK LINE
BW	BOTTOM OF WALL AT GRADE
DI	DROP INLET
DS	DOWNSPOUT
EG	EXISTING GROUND
EP	EDGE OF PAVEMENT
EX	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISHED SURFACE
GB	GRADE BREAK
GR	GRATE
GSL	GARAGE SETBACK LINE
HP	HIGH POINT
IG	INVERT GRADE
LF	LINEAR FEET
ME	MATCH EXISTING
MEP	MECHANICAL, ELECTRICAL, AND PLUMBING
PUE	PUBLIC UTILITY EASEMENT
TW	TOP OF WALL
TYP	TYPICAL
SAD	SEE ARCHITECTURAL DRAWINGS
SD	STORM DRAIN
SO	SIDE OPENING
SWE	SIDEWALK EASEMENT

FLOW LINE (EXISTING)
FLOW LINE (PROPOSED)
GRADE BREAK
LIMITS OF DISTURBANCE
POINT OF COORDINATION
PROPERTY LINE
SS SANITARY SEWER
W WATER PIPE (EXISTING)
W WATER PIPE (PROPOSED)

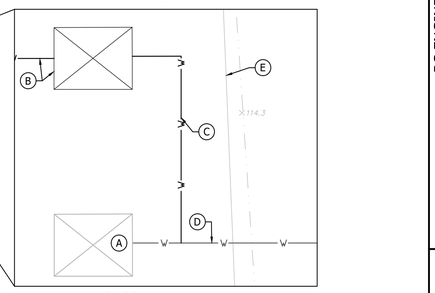
HARDSCAPING (SAD)



VICINITY MAP
NTS



SCHEMATIC UTILITY PLAN
SCALE: 1" = 10'



PROPOSED WATER METER CONFIGURATION
NOT TO SCALE

KEYNOTES:

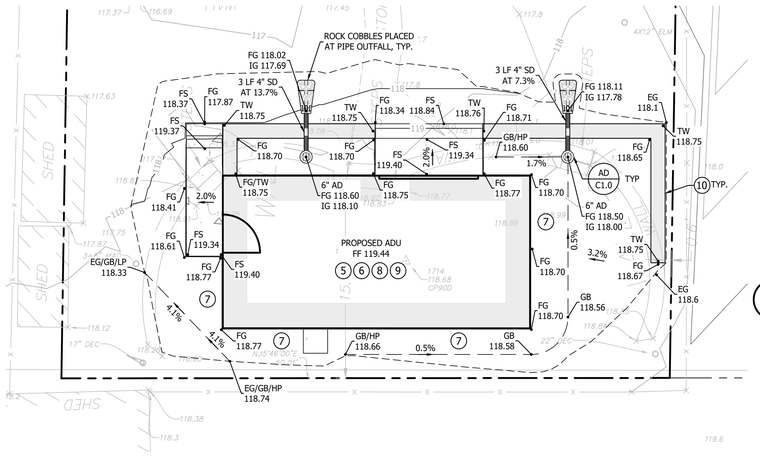
(A) EXISTING WATER METER
(B) PROPOSED WATER METER AND LATERAL PER CITY STANDARD 102
(C) PROPOSED WATER LATERAL T-OFF FOR PROPOSED WATER METER
(D) APPROX. LOCATION OF EXISTING WATER LATERAL
(E) EXISTING EDGE OF PAVEMENT

KEYNOTES:

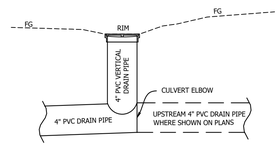
1. VERIFY INVERT ELEVATION AT EXISTING CONNECTIONS.
2. PROPOSED 155 LF 1" PVC WATER LATERAL. 12" MINIMUM COVER.
3. PROPOSED 148 LF 4" PVC SANITARY SEWER LATERAL. MINIMUM SLOPE OF 2%. 12" MINIMUM COVER. SANITARY SEWER CLEANOUTS ARE REQUIRED EVERY 100', AT ANY ANGLE POINT GREATER THAN 45 DEGREES, AND AT BUILDING POINTS OF CONNECTION
4. ASSUMED UTILITY CONNECTION POINT, SEE MEP OR ARCHITECTURAL DRAWINGS.
5. VERIFY PROPOSED RESIDENCE FF AND GARAGE SLAB ELEVATIONS WITH STRUCTURAL ENGINEER AND ARCHITECT PER ARCHITECTURAL DRAWINGS.
6. VERIFY STRUCTURAL SECTION WITH STRUCTURAL ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION.
7. 5% MINIMUM SLOPE AWAY FROM ALL SIDES OF THE BUILDING.
8. COORDINATE DOWNSPOUT LOCATIONS WITH ARCHITECTURAL DRAWINGS. ALL DOWNSPOUTS SHALL BE CONNECTED TO PIPING NETWORKS OF AT LEAST 3" IN DIAMETER. DISCHARGE LOCATIONS OF THESE PIPE NETWORKS SHALL BE LOCATED TO PREVENT STORMWATER FROM MIGRATING TO FOUNDATIONS, SENSITIVE AREAS, AND AREAS OF EROSION POTENTIAL. PROPER ENERGY DISSIPATION DEVICES SHALL BE INSTALLED AT DISCHARGE LOCATIONS
9. FOUNDATION DRAINS PER STRUCTURAL AND/OR GEOTECHNICAL RECOMMENDATIONS. ALL FOUNDATION DRAINS AND SUBDRAINS SHALL DISCHARGE SEPARATELY FROM ALL SURFACE STORM DRAIN INFRASTRUCTURE AND PIPES. STORM DRAIN PIPE SHALL BE PVC OR HDPE. (MEETING CALTRANS SEC. 64 SPECIFICATIONS)
10. SITE WALL BY OTHERS

UTILITY NOTES:

1. MAINTAIN 1' HORIZONTAL SEPARATION AND 1' VERTICAL SEPARATION BETWEEN WATER AND SANITARY SEWER LATERALS. WATER LINE MUST BE ABOVE SANITARY SEWER LINE.



CIVIL PLOT PLAN
SCALE: 1" = 5'



AD AREA DRAIN
NO SCALE

BC ENGINEERING GROUP, INC.
CIVIL ENGINEERING & LAND PLANNING
www.bcengineeringgroup.com
Phone: 707.542.4321
SANTA ROSA OFFICE:
418 B Street, Third Floor, Santa Rosa CA 95401
UKIAH OFFICE:
603 S. State Street, Ukiah CA 95482

REV.	DESCRIPTION	BY	DATE

LANDS OF MORISSETTE
CIVIL PLOT PLAN
BARBARA MORISSETTE
1520 PINE STREET
ST. HELENA, CA 94574

REGISTERED PROFESSIONAL ENGINEER THOMAS J. BILLETER C 78125 Exp. 9-30-23 CIVIL STATE OF CALIFORNIA

Date: 10/23/2023
Job: 2802-23
Drawn: MB, JF
Scale: AS SHOWN
APN: 009-270-031
Permit #:
Sheet: C1.0
1 of 2

10/23/2023 4:10 PM Plotted by: GoranJB S:\Clients\2802-23 Barbara Morissette - 1520 Pine Street, St. Helena, CA\CAD\Civil Engineering\2802-23 Civil Plot Plan.dwg

SITE SECTION LEGEND

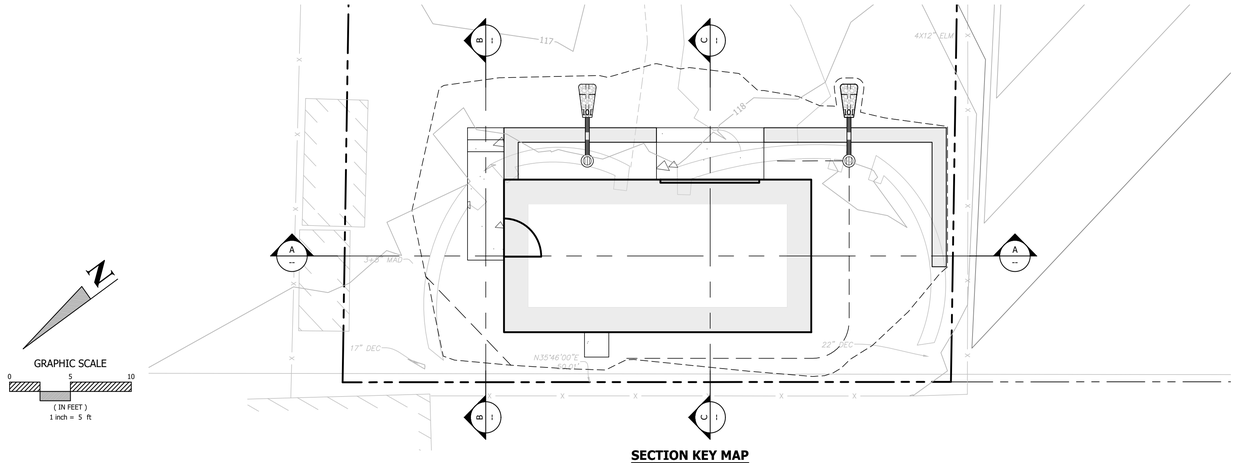
FINISH GRADE

EXISTING GRADE

PROPERTY LINE

NOTES:

1. FOUNDATIONS SHOWN FOR REFERENCE ONLY, UNDER SEPARATE PERMIT.
2. OVER EXCAVATION PER GEOTECHNICAL ENGINEERS RECOMMENDATIONS, REFER TO GEOTECHNICAL REPORT



GRAPHIC SCALE

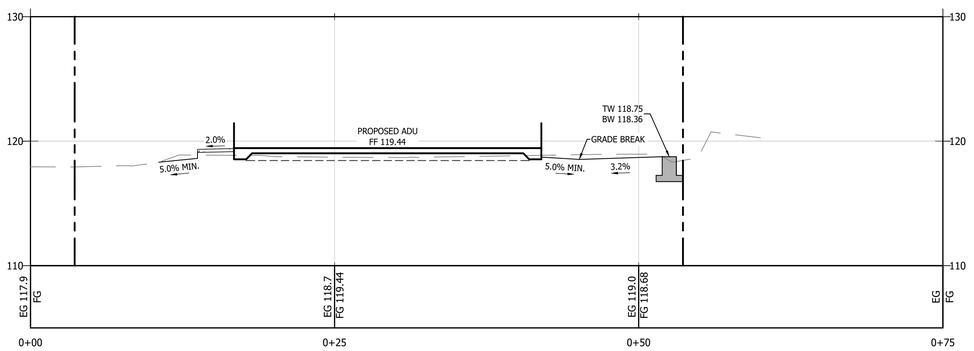
0 5 10

(IN FEET)

1 inch = 5 ft

SECTION KEY MAP

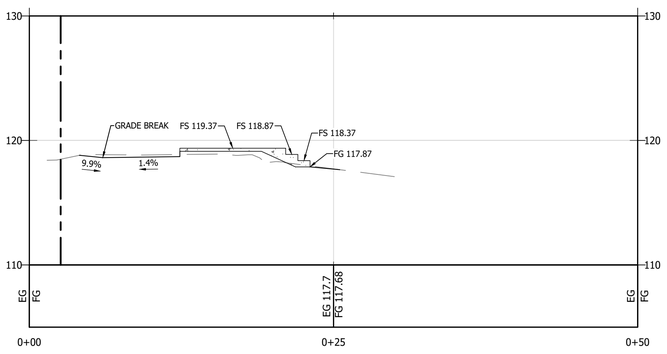
SCALE: 1"=10'



SITE SECTION A-A

HORIZONTAL SCALE: 1" = 5'

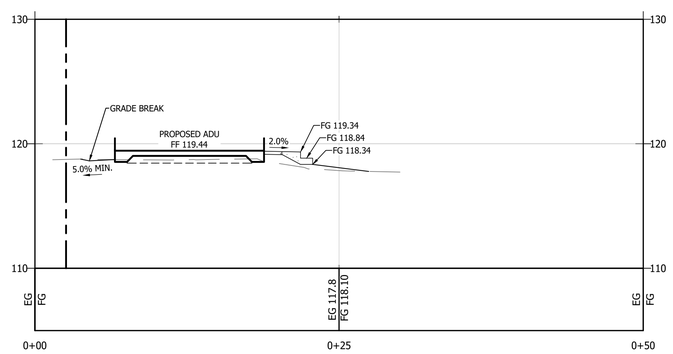
VERTICAL SCALE: 1" = 5'



SITE SECTION B-B

HORIZONTAL SCALE: 1" = 5'

VERTICAL SCALE: 1" = 5'



SITE SECTION C-C

HORIZONTAL SCALE: 1" = 5'

VERTICAL SCALE: 1" = 5'

REV.	DESCRIPTION	BY	DATE

BC ENGINEERING GROUP, INC.
CIVIL ENGINEERING & LAND PLANNING
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Phone: 707.542.4321
SANTA ROSA OFFICE:
418 B Street, Third Floor, Santa Rosa CA 95401
UKIAH OFFICE:
603 S. State Street, Ukiah CA 95482

LANDS OF MORISSETTE
CROSS SECTIONS

BARBARA MORISSETTE
1520 PINE STREET
ST. HELENA, CA 94574

REGISTERED PROFESSIONAL ENGINEER
JAMES FRANKLIN BOLSTER
C 78125
Exp. 9-30-23
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Date:	10/23/2023
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Scale:	AS SHOWN
APN:	009-270-031
Permit #:	
Sheet:	C1.1
	2 of 2

10/23/2023 4:10 PM Plotted by: GordyB S:\Clients\2802-23 Barbara Morissette - 1520 Pine Street, St. Helena, CA\CAD\Civil Engineering\2802-23 Cross Sections.dwg

BC Engineering Group
Civil Engineering & Land Planning

PRIVATE SEWER LATERAL SIZING CALCULATIONS

FOR

1520 Pine Street
St. Helena, CA 94574
APN: 009-270-031

October, 2023

Prepared by



Thomas Billeter, P.E.
Exp. September 30, 2025

Job Number: 2802-23

BC ENGINEERING GROUP
418 B Street, 3rd Floor
Santa Rosa, CA 95401

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Civil Engineering & Land Planning

Table of Contents

INTRODUCTION 3
EXISTING CONDITIONS 3
PROPOSED CONDITIONS 3
TABLE 1.1 FIXTURES 3
DESIGN PARAMETERS 4
ANALYSIS 4
CONCLUSIONS 4
APPENDIX A – CALCULATIONS 5
APPENDIX B – REFERENCED DOCUMENTS 6

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Introduction

This analysis is for the proposed accessory dwelling unit (ADU) located at 1520 Pine Street in St. Helena. The lot currently encompasses 0.18 acres. The purpose for this analysis is to determine if the existing 4" abs sanitary sewer lateral has the capacity to transport the combined flows from the existing single-family residence and proposed ADU.

Existing Conditions

The property contains an existing single-family residence and a shed. The property owners have provided that the existing single-family residence contains the following fixtures:

Table 1.1 Fixtures Per Existing Single-Family Residence

Fixture Type	Number	DFU	GPM
Kitchen Sink	1	2	14.96
Garage Sink	1	2	14.96
Dishwasher	1	2	14.96
Toilet	2	3	22.44
Bathtub	0	-	-
Shower	2	2	14.96
Bathroom Sink	2	1	7.48
Clothes washer	1	3	22.44
Total		**15**	**112.20**

Proposed Conditions

The proposed project entails removing the existing shed, and constructing a new ADU and swimming pool on site. Per the architectural plans for the new ADU, this development will require the below fixtures:

Table 1.2 Fixtures Per Proposed ADU and Overall Total

Fixture Type	Number	DFU	GPM
Kitchen Sink	1	2	14.96
Garage Sink	0	-	-
Dishwasher	0	-	-
Toilet	1	3	22.44
Bathtub	0	-	-
Shower	0	-	-
Combination Bath/Shower	1	2	14.96
Bathroom Sink	1	1	7.48
Clothes washer	0	-	-
Total		**8**	**59.84**

Overall Total		**23**	**172.04**

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Design Parameters

- Fixture demands are based on the California Plumbing Code 2022 table 702.1. These are based on the low flow fixtures that are required due to Title 24.
- Lateral sizing analysis is based on the Federal Highway Administration Hydraulic Toolbox.
- Minimum sanitary sewer lateral pipe slope of 2%, per City of St. Helena Public Works Standards.
- The proposed swimming pool is shown to utilize cartridge filters and does not utilize a backwash valve, per the swimming pool designer. Therefore, no swimming pool backwash values are included in the calculations.

Analysis

The private sewer lateral system was analyzed based on fixture counts of the existing residence and proposed ADU. The fixture demands are based on the 2022 California Plumbing Code, table 702.1, where each fixture is designated a specific Drainage Fixture Unit Value (DFU). See Appendix B for table 702.1 of the 2022 California Plumbing Code. The overall DFU was then converted to Gallons per Minute (GPM).

1 DFU = approx. 7.48 GPM
23 DFU = approx. 172.04 GPM

As shown in Tables 1.1 and 1.2 above, the total GPM for the project's final buildout condition is 172.04 GPM. The overall GPM was then converted to Cubic Feet per Second (CFS).

1 GPM = approx. 0.002228 CFS
172.04 GPM = approx. 0.38 CFS

The Federal Highway Administration Hydraulic Toolbox was then used to determine if the existing 4" abs sanitary sewer lateral has the capacity to transport the project's overall sanitary sewer rate of 0.38 CFS. This calculation can be found in Appendix A.

Conclusions

Based on the calculations provided in this report, the existing 4" abs sanitary sewer lateral has the capacity to transport the combined flows from the existing single-family residence and the proposed ADU with the required minimum pipe slope of 2%.

The model that is provided here assumes all sewage sources are operating at a peak condition, which is impractical. Therefore, the model contained is conservative.

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Appendix A – Calculations

1. Federal Highway Administration Hydraulic Toolbox Calculations

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Santa Rosa, CA 95401

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P: 707-542-4321

Hydraulic Analysis Report

Project Data

Project Title: 1520 Pine Street - Private Sewer Lateral Sizing Calculations

Designer: BC Engineering Group

Project Date: Monday, October 23, 2023

Project Units: U.S. Customary Units

Notes:

Channel Analysis: 4" ABS Pipe

Notes:

Input Parameters

Channel Type: Circular

Pipe Diameter: 0.3400 ft

Longitudinal Slope: 0.0200 ft/ft

Manning's n: 0.0090

Flow: 0.3800 cfs

Result Parameters

Depth: 0.2587 ft

Area of Flow: 0.0741 ft^2

Wetted Perimeter: 0.7208 ft

Hydraulic Radius: 0.1029 ft

Average Velocity: 5.1259 ft/s

Top Width: 0.2900 ft

Froude Number: 1.7867

Critical Depth: 0.3211 ft

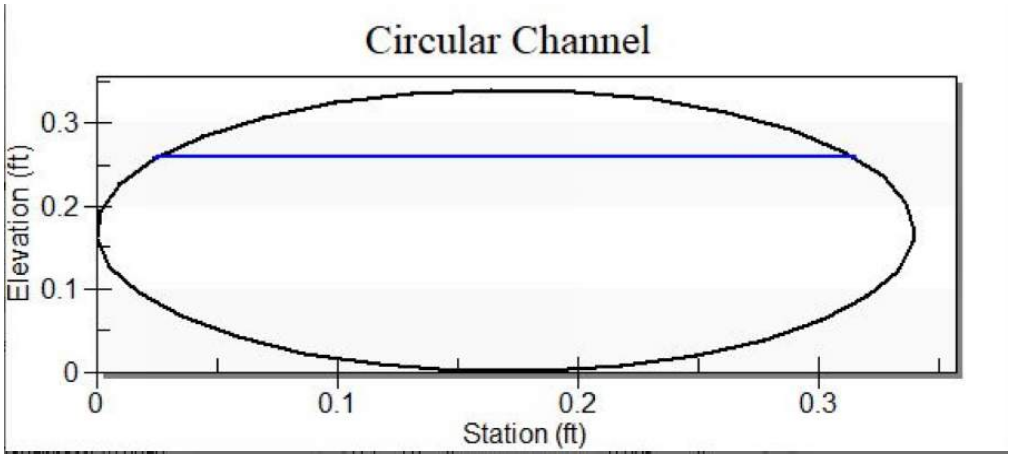
Critical Velocity: 4.2792 ft/s

Critical Slope: 0.0149 ft/ft

Critical Top Width: 0.16 ft

Calculated Max Shear Stress: 0.3229 lb/ft^2

Calculated Avg Shear Stress: 0.1284 lb/ft^2


Circular Channel
Elevation (ft)
0.3
0.2
0.1
0
0
0.1
0.2
0.3
Station (ft)

Manning's Roughness Coefficients vs. Channel Type	
Surface Material	**Manning's Roughness Coefficient - *n* -**
Asbestos cement	0.011
Asphalt	0.016
Brass	0.011
Brick and cement mortar sewers	0.015
Canvas	0.012
Cast or Ductile iron, new	0.012
Clay tile	0.014
Concrete - steel forms	0.011
Concrete (Cement) - finished	0.012
Concrete - wooden forms	0.015
Concrete - centrifugally spun	0.013
Copper	0.011
Corrugated metal	0.022
Earth, smooth	0.018
Earth channel - clean	0.022
Earth channel - gravelly	0.025
Earth channel - weedy	0.030
Earth channel - stony, cobbles	0.035
Floodplains - pasture, farmland	0.035
Floodplains - light brush	0.050
Floodplains - heavy brush	0.075
Floodplains - trees	0.15
Galvanized iron	0.016
Glass	0.010
Gravel, firm	0.023
Lead	0.011
Masonry	0.025
Metal - corrugated	0.022
Natural streams - clean and straight	0.030
Natural streams - major rivers	0.035
Natural streams - sluggish with deep pools	0.040
Natural channels, very poor condition	0.060
Plastic	0.009
Polyethylene PE - Corrugated with smooth inner walls	0.009 - 0.015
Polyethylene PE - Corrugated with corrugated inner walls	0.018 - 0.025
Polyvinyl Chloride PVC - with smooth inner walls	0.009 - 0.011
Rubble Masonry	0.017 - 0.022
Steel - Coal-tar enamel	0.010
Steel - smooth	0.012
Steel - New unlined	0.011
Steel - Riveted	0.019
Vitrified clay sewer pipe	0.013 - 0.015
Wood - planed	0.012
Wood - unplaned	0.013
Wood stave pipe, small diameter	0.011 - 0.012
Wood stave pipe, large diameter	0.012 - 0.013

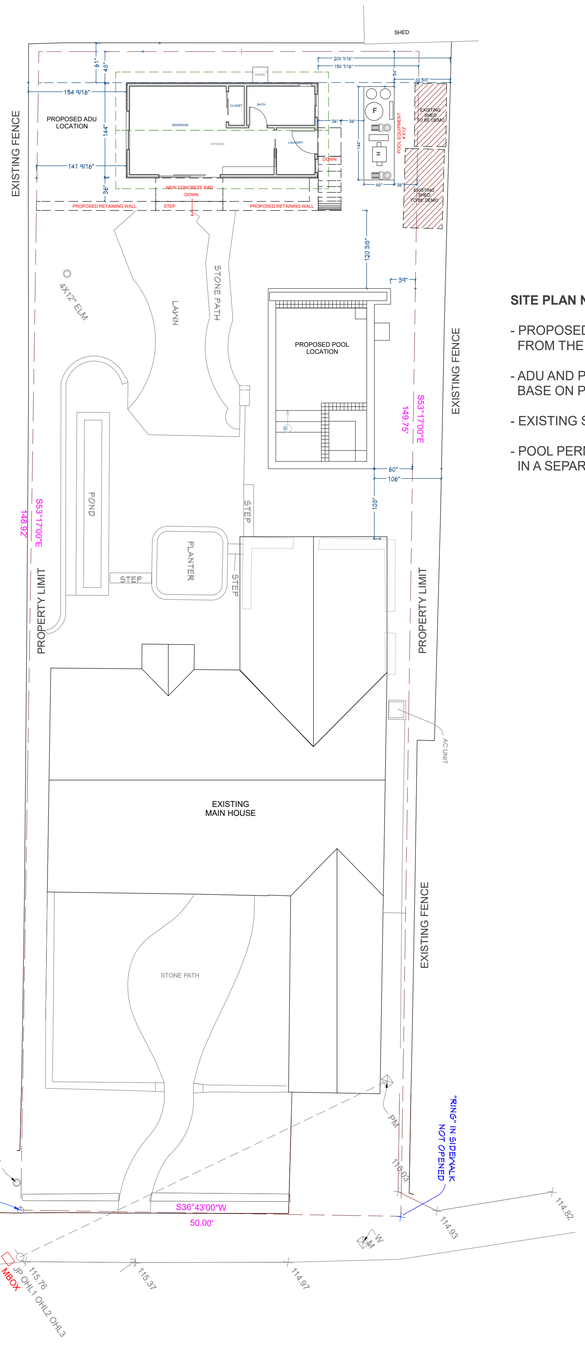
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Appendix B – Referenced Documents

1. Table 702.1 of the 2022 California Plumbing Code
2. Architectural Plans
3. Swimming Pool Plan

TABLE 702.1
DRAINAGE FIXTURE UNIT VALUES (DFU)

PLUMBING APPLIANCES, APPURTENANCES, OR FIXTURES	MINIMUM SIZE TRAP AND TRAP ARM[7] (inches)	PRIVATE	PUBLIC	ASSEMBLY[8]
Bathtub or Combination Bath/Shower	1½	2.0	2.0	—
Bidet	1¼	1.0	—	—
Bidet	1½	2.0	—	—
Clothes Washer, domestic, standpipe[5]	2	3.0	3.0	3.0
Dental Unit, cuspidor	1¼	—	1.0	1.0
Dishwasher, domestic, with independent drain[2]	1½	2.0	2.0	2.0
Drinking Fountain or Water Cooler	1¼	0.5	0.5	1.0
Food Waste Disposer, commercial	2	—	3.0	3.0
Floor Drain, emergency	2	—	0.0	0.0
Floor Drain (for additional sizes see Section 702.0)	2	2.0	2.0	2.0
Shower, single-head trap	2[9]	2.0	2.0	2.0
Multi-head, each additional	2	1.0	1.0	1.0
Lavatory	1¼	1.0	1.0	1.0
Lavatories in sets	1½	2.0	2.0	2.0
Washfountain	1½	—	2.0	2.0
Washfountain	2	—	3.0	3.0
Mobilehome or Manufactured Home, trap[10]	3	*6.0*	—	—
Receptor, indirect waste[1,3]	1½	See footnote[1,3]		
Receptor, indirect waste[1,4]	2	See footnote[1,4]		
Receptor, indirect waste[1]	3	See footnote[1]		
Sinks	—	—	—	—
Bar	1½	1.0	—	—
Bar[3]	1½	—	2.0	2.0
Clinical	3	—	6.0	6.0
Commercial with food waste[2]	1½	—	3.0	3.0
Exam Room	1½	—	1.0	—
Special Purpose[2]	1½	2.0	3.0	3.0
Special Purpose	2	3.0	4.0	4.0
Special Purpose	3	—	6.0	6.0
Kitchen, domestic[2] (with or without food waste disposer, dishwasher, or both)	1½	2.0	2.0	—
Laundry[2] (with or without discharge from a clothes washer)	1½	2.0	2.0	2.0
Service or Mop Basin	2	—	3.0	3.0
Service or Mop Basin	3	—	3.0	3.0
Service, flushing rim	3	—	6.0	6.0
Wash, each set of faucets	—	—	2.0	2.0
Nonwater Urinal with Drain Cleansing Action	2	1.0	1.0	1.0
Urinal, integral trap 1.0 GPF[2]	2	2.0	2.0	5.0
Urinal, integral trap greater than 1.0 GPF	2	2.0	2.0	6.0
Urinal, exposed trap[2]	1½	2.0	2.0	5.0
Water Closet, 1.6 GPF Gravity Tank[6]	3	3.0	4.0	6.0

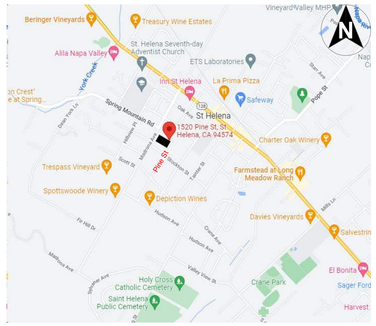


PROPOSED SITE PLAN

1/8" = 1'-0"

SITE PLAN NOTES:

- PROPOSED ADU IS 4' SETBACK FROM THE REAR PROPERTY LINE.
- ADU AND POOL LOCATION HAVE BEEN SETTLE BASE ON PROPERTY LIMITS LINES.
- EXISTING SHEDS TO BE DEMO.
- POOL PERMIT HAS BEEN PROCESSED IN A SEPARATE PERMIT.



VICINITY MAP

NOT TO SCALE

SHEET INDEX:

ARCHITECTURAL
A-01 SITE PLAN, VICINITY MAP & PROJECT DATA
A-02 PROPOSED LAYOUT
A-03 PROPOSED EXTERIOR ELEVATIONS / SECTION
A-04 PROPOSED INTERIOR ELEVATIONS
A-05 PROPOSED ELECTRICAL PLAN / HVAC PLAN
A-06 PROPOSED ROOF PLAN / ROOF & FIREWALL DETAILS

ENERGY
EN1.0
EN1.1
EN1.2
CG1.0
CG1.1

TOPOGRAPHIC
1 TOPOGRAPHIC MAP

CIVIL
C1 CIVIL PLOT PLAN
C1.1SECTIONS

STRUCTURAL
SP1 FOUNDATION / ROOF FRAMING PLAN
S1 STRUCTURAL DETAILS
S2 STRUCTURAL DETAILS

ROOF TRUSSES DESIGN
SEE DOCUMENTS ATTACHED

PROJECT ADDRESS:
1520 PINE STREET, ST HELENA
CA 94574

APPLICANTS / PROPERTY OWNER
BARBARA MORRISSETTE - PHILLIP RICH
1520 PINE STREET, ST HELENA
CA 94574

MAIN HOUSE:
PARCEL NUMBER: 009-270-031-000
OCCUPANCY: R3 / U RESIDENTIAL
STORIES: 1 STORY
CONSTRUCTION TYPE: VB
MAIN HOUSE SQ FT: 1,184

ADU:
OCCUPANCY: R3 / U RESIDENTIAL
STORIES: 1 STORY
CONSTRUCTION TYPE: VB
PROPOSED ADU: 300 SQ FT

FIRE HAZARD ZONE:
WITHIN 1 MILE OF HIGH OR VERY HIGH FHSZ
2023 NCFF'S

SPRINKLERS: NOT REQUIRED

SCOPE OF WORK:
NEW CONSTRUCTION FOR A 300 SQ FT ADU.

ADU INCLUDES: 1 BEDROOM, FULL BATHROOM
LAUNDRY AND KITCHENETTE.

REQUIRED SPECIAL FEATURES

• PV EXCEPTION 2: NO PV REQUIRED WHEN MINIMUM PV SIZE (SECTION 150.1(C)14) < 1.8 KWDC (0 KW)
• VARIABLE CAPACITY HEAT PUMP COMPLIANCE OPTION (VERIFICATION DETAILS FROM VCHP STAFF REPORT, APPENDIX B, AND RA3)
• ELECTRIC WATER HEATER EXCEPTION - EXCEPTION 2 TO SECTION 150.1(C)8
• POINT OF USE

HERS FEATURE SUMMARY

• QUALITY INSULATION INSTALLATION (QII)
• INDOOR AIR QUALITY VENTILATION
• KITCHEN RANGE HOOD
• VERIFIED EER/EER2
• VERIFIED SEER/SEER2
• VERIFIED REFRIGERANT CHARGE
• AIRFLOW IN HABITABLE ROOMS (SC3.1.4.1.7)
• VERIFIED HSPF2
• VERIFIED HEAT PUMP RATED HEATING CAPACITY
• WALL-MOUNTED THERMOSTAT IN ZONES GREATER THAN 150 FT2 (SC3.4.5)
• DUCTLESS INDOOR UNITS LOCATED ENTIRELY IN CONDITIONED SPACE (SC3.1.4.1.8)

CODE NOTES.
ALL WORK SHALL CONFORM TO THE FOLLOWING:

2022 CA BUILDING CODE
2022 CALIFORNIA RESIDENTIAL CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA FIRE CODE
2022 BUILDING ENERGY STANDARD AND ANY APPLICABLE COUNTRY OR CITY ORDINANCES IN EFFECT AT THE TIME OF APPLICATIONS.

HUMANITY HOME & CABINETRY
799 Piner Rd, Suite A
Santa Rosa, CA 95403
(707) 595-5046
humanity-home.com

Title: SITE PLAN, VICINITY MAP PROJECT DATA

This is an original design and must not e released or copied unless applicable fees have been paid or job order placed. All dimensions and size designations given are subject to verification on site and adjustment to fit job conditions.

Project
MORRISSETTE - RICH
ST HELENA ADU

Address
1520 PINE STREET, ST HELENA CA, CA 94574

Drawings for
BARBARA MORRISSETTE & PHILLIP RICH
1520 PINE STREET,
ST HELENA CA, CA 94574

Drawn By
EDWIN CRUZ-LARIOS
edwin@humanity-home.com

Date
JUN 07, 2023

Revision

Scale
AS NOTED

PAGE **A-01**

WILDFIRE ZONE GENERAL PLAN NOTES:

1. IN ROOF COVERINGS WHERE THE PROFILE CREATES SPACE BETWEEN THE ROOF COVERING AND COMBUSTIBLE ROOF DECKING, SPECIFY ONE OF THE FOLLOWING MEANS OF PROTECTING SPACES AT EAVES ENDS.
A. FIRE-STOPPING WITH APPROVED MATERIALS
B. ONE LAYER OF 72 POUND (32.4 KG) MINERAL-SURFACED NON-PERFORATED CAP SHEET COMPLYING WITH ASTM D 3909 INSTALLED OVER THE COMBUSTIBLE DECKING
C. OTHERWISE CONSTRUCTED TO PREVENT INTRUSION OF FLAMES AND EMBERS

2. EXPOSED VALLEY FLASHING SHALL BE CONSTRUCTED WITH NOT LESS THAN 0.019-INCH (NO. 26 GALVANIZED SHEET GAGE) CORROSION-RESISTANT METAL INSTALLED OVER A MINIMUM 36-INCH-WIDE UNDERLAYMENT CONSISTING OF ONE LAYER OF NO. 72 ASTM CAP SHEET RUNNING THE FULL LENGTH OF THE VALLEY.

3. ANY ROOF GUTTERS SHALL BE PROVIDED WITH MEANS TO PREVENT ACCUMULATION OF LEAVES AND DEBRIS.

4. SKYLIGHTS SHALL BE TEMPERED GLASS.

5. ALL VENTS (ROOF, FOUNDATION, COMBUSTION-AIR, ETC) SHALL RESIST THE INTRUSION OF FLAMES AND EMBERS

6. VENTILATION OPENINGS FOR ENCLOSED ATTICS, EAVE SOFFIT SPACES, ENCLOSED RAFTER SPACES FORMED WHERE CEILINGS ARE APPLIED DIRECTLY TO THE UNDERSIDE OF ROOF RAFTERS, UNDERFLOOR VENTILATION OPENINGS, AND VENT OPENINGS IN EXTERIOR WALLS AND EXTERIOR DOORS SHALL BE LISTED TO ASTM E 2886 AND COMPLY WITH ALL OF THE FOLLOWING:
A. THERE SHALL BE NO FLAMING IGNITION OF THE COTTON MATERIAL DURING THE EMBER INTRUSION TEST
B. THERE SHALL BE NO FLAMING IGNITION DURING THE INTEGRITY TEST PORTION OF THE FLAME INTRUSION TEST
C. THE MAXIMUM TEMPERATURE OF THE UNEXPOSED SIDE OF THE VENT SHALL NOT EXCEED 662 DEGREES FAHRENHEIT (350 DEGREES CELSIUS)

7. EXTERIOR WALL FINISH SHALL COMPLY WITH ONE OF THE FOLLOWING:
A. NON-COMBUSTIBLE MATERIAL (STUCCO, CEMENT FIBER BOARD, ETC)
- STUCCO AND CEMENT PLASTER USED AS AN EXTERIOR WALL COVERING SHALL BE 7/8-INCH THICK
- NONCOMBUSTIBLE OR FIRE-RETARDANT-TREATED WOOD SHAKE USED AS AN EXTERIOR WALL COVERING SHALL HAVE AN UNDERLAYMENT OF MINIMUM 1/2-INCH FIRE-RATED GYPSUM SHEATHING THAT IS TIGHTLY BUTTED, OR TAPED AND MUDDED, OR AN UNDERLAYMENT OF OTHER IGNITION-RESISTANT MATERIAL APPROVED BY THE BUILDING OFFICIAL.
B. IGNITION-RESISTANT MATERIAL

8. PATIO COVER, CARPORT AND TRELLIS CONSTRUCTION WITH ALL EXPOSED ELEMENTS SHALL COMPLY WITH ANY OF THE FOLLOWING:
- NON-COMBUSTIBLE MATERIAL
- 1-HOUR FIRE-RESISTANT-RATED MATERIAL
- APPROVED EXTERIOR FIRE-RETARDANT TREATED WOOD
- MODIFIED HEAVY TIMBER (MIN 2X TONGUE-AND-GROOVE SHEATHING, 4X6 RAFTERS/BEAMS, 6X6 POSTS)

9. DECK, BALCONY, AND EXTERIOR STAIR CONSTRUCTION, WITH ALL EXPOSED ELEMENTS SHALL COMPLY WITH THE FOLLOWING:
A. FRAMING
- NON-COMBUSTIBLE MATERIAL
- 1-HOUR FIRE-RESISTANT-RATED MATERIAL
- APPROVED EXTERIOR FIRE-RETARDANT TREATED WOOD
- MODIFIED HEAVY TIMBER (MIN 4X8 JOISTS, 4X10 OR 6X8 BEAMS, 6X6 POSTS)
B. DECKING AND TREAD MATERIAL (ANY OF THE FOLLOWING):
- NON-COMBUSTIBLE MATERIAL
- 1-HOUR FIRE-RESISTANT-RATED MATERIAL
- APPROVED EXTERIOR FIRE-RETARDANT TREATED WOOD
- APPROVED ALTERNATIVE DECKING MATERIAL MEETING TESTS REQUIREMENTS OF COUNTY BUILDING CODE 92.1.709A.1.4)

10. EXTERIOR GARAGE DOORS SHALL RESIST THE INTRUSION OF EMBERS INTO THE GARAGE BY LIMITING THE SIZE OF ANY GAPS AT THE BOTTOM, SIDES, AND TOP OF THE DOOR TO 1/8 INCH OR LESS USING ONE OF THE FOLLOWING METHODS
A. WEATHER-STRIPPING PRODUCTS WITH TENSILE STRENGTH AND FLAMMABILITY RATING PER CBC 708A.4
B. DOOR OVERLAPS ONTO JAMBS AND HEADERS
C. GARAGE DOOR JAMBS AND HEADERS COVERED WITH METAL FLASHING

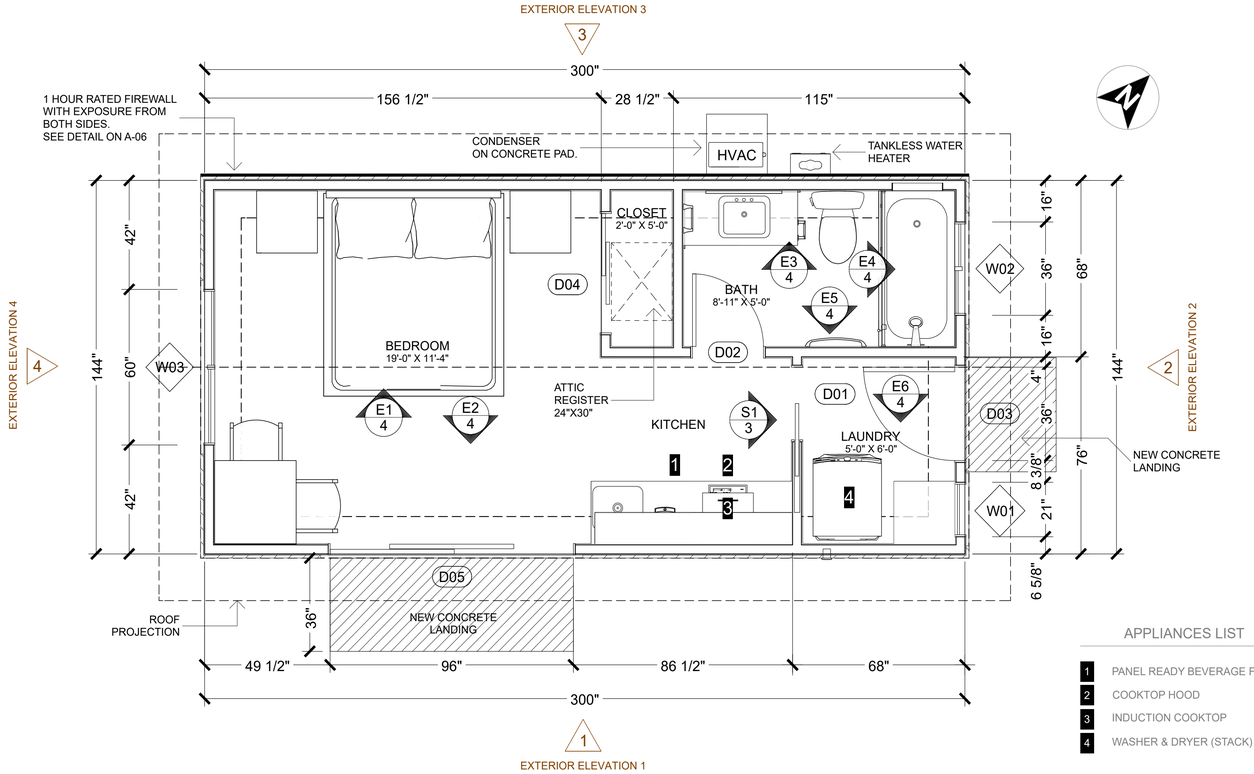
11. PAPER-FACED INSULATION PROHIBITED IN ATTICS OR OTHER VENTILATED SPACES.

12. FENCES OR ANY STRUCTURE WITHIN 5 FEET OF BUILDING SHALL BE CONSTRUCTED PER ONE OF THE FOLLOWING:
A. NON-COMBUSTIBLE MATERIAL
B. APPROVED EXTERIOR FIRE-RETARDANT TREATED WOOD
C. MATERIAL MEETING SAME FIRE-RESISTIVE STANDARDS AS EXTERIOR WALLS OF BUILDINGS

WALL SCHEDULE	
2D SYMBOL	WALL TYPE
	INTERIOR-4
	BOARD AND BATTEN

WINDOW SCHEDULE						
NUMBER	QTY	WIDTH	HEIGHT	DESCRIPTION	MANUFACTURER	COMMENTS
W01	1	21 "	36 "	SINGLE HUNG		
W02	1	36 "	18 "	LEFT SLIDING		
W03	1	60 "	32 "	LEFT SLIDING		

DOOR SCHEDULE						
NUMBER	QTY	DESCRIPTION	WIDTH	HEIGHT	MANUFACTURER	COMMENTS
D01	1	POCKET-DOOR P04	28 "	80 "		
D02	1	HINGED-DOOR P04	28 "	80 "		
D03	1	EXT. HINGED-SLAB	36 "	80 "		
D04	1	SLIDER-DOOR P04	46 "	80 "		
D05	1	EXT. SLIDER-GLASS PANEL	96 "	80 "		



APPLIANCES LIST

1. PANEL READY BEVERAGE FRIDGE
2. COOKTOP HOOD
3. INDUCTION COOKTOP
4. WASHER & DRYER (STACK)

PROPOSED FLOOR PLAN

1/2" = 1'

BATHROOM GENERAL NOTES:

1. UPGRADE ELECTRICAL, LIGHTING, EXHAUST FAN AND CONTROLS IN BATHROOMS TO CURRENT CODES.

2. ALL PERMANENTLY INSTALLED LUMINARIES SHALL BE HIGH EFFICACY.
RECESSED LIGHT SHALL CONTAIN SOURCES THAT ARE JA8-CERTIFIED, NOT CONTAIN SCREW-
BASED LAMPS AND NOT CONTAIN LIGHT SOURCES THAT ARE LABELED NOT FOR USE IN ENCLOSED FIXTURES . (CALIFORNIA TITLE 24, SECTION 150).

3. LIGHT FIXTURES IN TUB OR SHOWER ENCLOSURES TO BE VAPOR-PROFF AND SUITABLE FOR DAMP LOCATIONS.

4. EXHAUST FANS SHALL BE CAPABLE OF 5 AIR EXCHANGES PER HOUR, AND BE ON HUMIDISTATIC CONTROLS .

5. RECEPTACLES SHALL BE 20A CIRCUITS AND GFCI PROTECTED, WITH DEDICATED 20-AMP CIRCUIT.

6. ANY NEW / REPLACED SHOWER MIXING VALVE SHALL BE PRESSURE BALANCING SET AT MAXIMUM 120 DEGREES FAHRENHEIT.

7. ALL SHOWERS DOORS AND ENCLOSURE SHALL BE TEMPERED GLASS, MUST SWING OUTWARD.

8. THE WATER CLOSETS SHALL BE 30" WIDTH CLEARENCE (15" ON CENTER) AND MIN. 24" CLEARENCE FROM ANY OBSTRUCTION IN THE FRONT. 92001 CBC, 2904)

9. ALL THE WATER CLOSETS, SHALL USE NO MORE THAN 1.28 GALLONS PER FLUSH AND SHALL MEET PERFORMANCE STANDARDS BY ANSI A112.19.2 H & S CODE; SECTION 17921.3 (B)

10. ALL FAUCETS SHALL HAVE FLOW CONTROL AERATORS WHICH LIMIT WATER DELIVERY TO NO MORE THAN 1.2 GPM @60 PSI FOR LAVATORY FAUCETS, AND 1.8 GPM @80 PSI FOR SHOWER HEADS.

11. AT LEAST ONE 20-AMPERE BRANCH CIRCUIT SHALL BE PROVIDED TO SUPPLY THE BATHROOM RECEPTACLE OUTLETS. SUCH CIRCUITS SHALL HAVE NO OTHER OUTLETS (INCLUDING BATHROOM LIGHTING AND FANS).

KITCHEN GENERAL NOTES:

1. GFCI OUTLETS ABOVE COUNTER PER CODE COMPLIANCE 42" AFF.

2. DEDICATED GFCIS FOR REFRIG, MW / HOOD, RANGE, DW.

3. UNDER CABINET LIGHTING ON ALL WALL CABS.

4. SWITCHING AT ALL KITCHEN ENTRY POINTS.

5. NEW COMPLIANT LED LIGHT FIXTURES IN ALL LOCATIONS WHERE (N) LIGHTING IS INDICATED.

6. ALL LIGHT SWITCHES TO "DECORA" STYLES.

7. CHECK AND UPDATE CIRCUITS THAT TEST FAULTY.

8. LUMINARIES FOR GENERAL KITCHEN LIGHTING SHALL BE LED AND ALL THE INSTALLED WATTAGE OF LUMINARIES IN KITCHENS SHALL BE HIGH EFFICACY. GENERAL KITCHEN LIGHTING TO BE SWITCHED SEPARATELY FROM ANY INCANDESCENT LIGHTING.
9. PROVIDE MINIMUM TWO 20-AMPERE SMALL APPLIANCE BRANCH CIRCUITS FOR KITCHEN AND DINING ROOMS TO BE WIRED WITH MIINIMUM OF #12 COPPER PER CEC ARTICLE 210.11(C), 210.52(B), AND 220.14.

10. PROVIDE A SEPARATE BRANCH CIRCUIT SIZED AT 15 AMPERE MINIMUM FOR EACH DISHWASHER AND GARBAGE DISPOSAL.

11. PROVIDE A SEPARATE CIRCUIT FOR EACH ELECTRICAL RANGE.

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Title: PROPOSED LAYOUT
DOORS AND WINDOWS SCHEDULE

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Project
MORRISSETTE - RICH
ST HELENA ADU

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Drawings for
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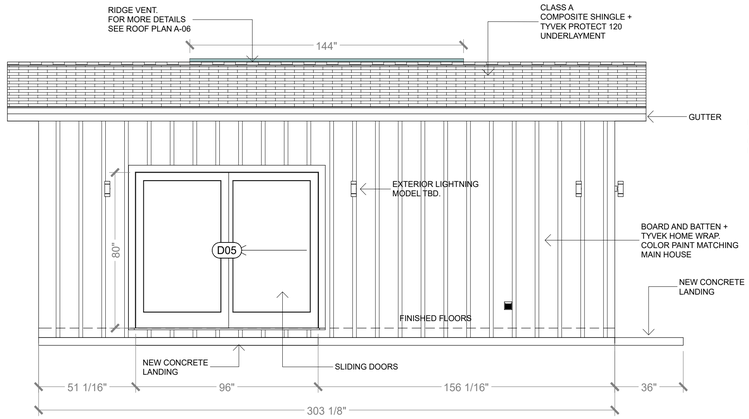
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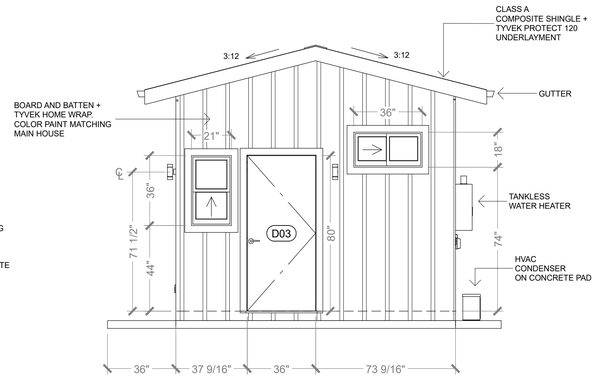
Scale
1/2" = 1'- 0"

PAGE A-02



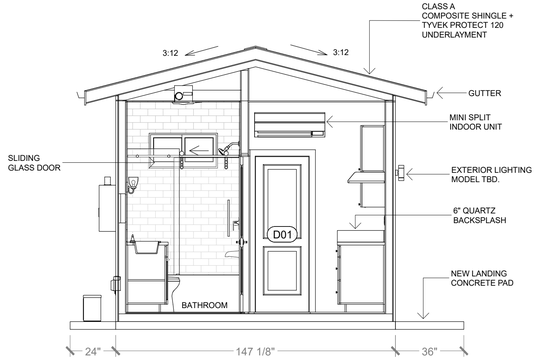
1 PROPOSED FRONT ELEVATION

EXTERIOR 3/8" = 1' - 0"



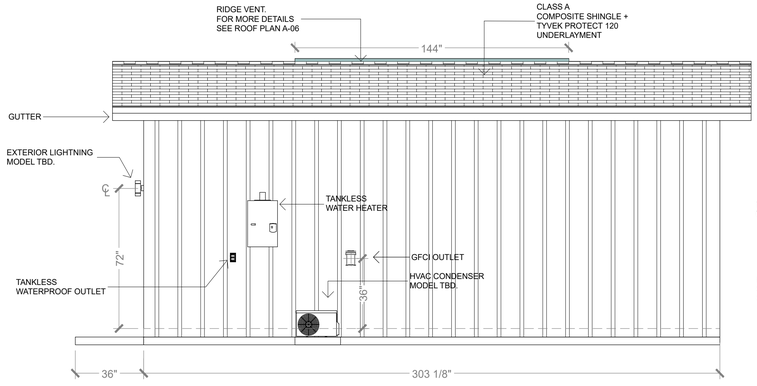
2 PROPOSED SIDE ELEVATION (R)

EXTERIOR 3/8" = 1' - 0"



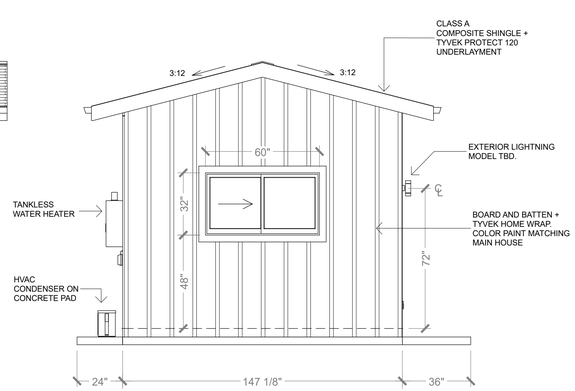
S-1 PROPOSED SECTION

3/8" = 1' - 0"



3 PROPOSED REAR ELEVATION

EXTERIOR 3/8" = 1' - 0"



4 PROPOSED SIDE ELEVATION (L)

EXTERIOR 3/8" = 1' - 0"

MATERIAL LIST

CLASS A SHINGLE
TIMBERLINE® HDZ™ RS

Product details:

Product/System Specifics
- Fiberglass asphalt construction
- Dimensions (approx.): 13 ¼" x 39 ⅜" (337 x 1,000 mm)
- Exposure: 5 ⅝" (143 mm)
- Bundles/Square: 3
- Pieces/Square: 64
- Hip/Ridge: TimberCrest™; Ridglass®
- Starter: Pro-Start®; QuickStart®; WeatherBlocker®

Applicable Standards & Protocols
- UL Listed to ANSI/UL 790, Class A
- State of Florida approved
- Classified by UL in accordance with ICC-ES AC438
- Meets ASTM D7158, Class H
- Meets ASTM D3161, Class F
- Meets ASTM D3018, Type 1
- Meets ASTM D3462[4]
- ICC-ES Evaluation Reports ESR-1475 and ESR-3267
- Meets Texas Department of Insurance Requirements
- Rated by the CRRC: Can be used to comply with Title 24 Cool Roof requirements

TYVEK HOME WRAP

PROPERTIES

Review all instructions and (Material) Safety Data Sheet (MSDS) before use. Please contact your local DuPont™ Tyvek® Specialist before writing specifications around this product. Product properties are as follows:

Test Method	Property	Typical Value	Units
ASTM E2178 Gurley Hill (TAPPI T-460) ASTM E96Y	Air Penetration Resistance	< .004 1200 Type 1	cfm/ft²@1.57 psf sec/100cc -
ICC-ES AC 24 Section 6.11 ASTM E2273 ICC-ES AC 235 Section 4.5	Drainage	Pass >90 Pass	- %
ASTM E96-05	Water Vapor Transmission	Method A 460 Perm	g/m²-24 hrs perms
ASTM E96-05	Water Vapor Transmission	Method B 54 Perm	g/m²-24 hrs perms
AATCC 127	Water Penetration Resistance	250	cm
TAPPI T-410	Basis Weight	1.8	oz/yd²
ASTM D882	Breaking Strength	30/30	lbs/in
ASTM D1117	Tear Resistance (Trapezoid)	8/6	lbs
ASTM E84 Flame Spread Index Smoke Developed Index	Surface Burning Characteristics	15 15	Class A Class A

Test results shown represent roll averages. Individual results may vary either above or below averages due to normal manufacturing variations, while continuing to meet product specifications.

TYVEK 120
UNDERLAYMENT

PROPERTIES

Review all instructions and (Material) Safety Data Sheet (MSDS) before use. Please contact DuPont at 1-800-448-9835 when additional guidance is required for writing.

TABLE 1: Physical Properties for Tyvek® Protec 120™

Test Method	Property	Typical Value	Units
ASTM D1777	Nominal Thickness	0.048	mm
ASTM D1777	Nominal Thickness	9.76	mils
ASTM D4869	Liquid water transmission	Pass	-
ASTM E96	Permeability	>0.05	Perms
ASTM D751	Tensile strength (MD / CD)	MD: 89.5 CD: 79.4	lbf
ASTM D751	Elongation (MD / CD)	MD: 21.5 CD: 19.9	%
ASTM D4533	Tear strength (MD / CD)	MD: 23 CD: 40	lbf
ASTM E108	Fire rating	Class A	-
ICC-ES AC188	UV exposure	90	days
Thermal Cycling	Temperature range	-40°F to 240°F (-40°C to 115°C)	°F (°C)
ICC-ES AC188, per Intertek CCRR-1062 ASTM D226	Code approvals	Pass	-

HARDIE PANEL
VERTICAL SIDING

COMPLIANCE:

HardiePanel vertical siding complies with ASTM Specification C1186 (Grade II, Type A) and ISO Standard 8336 (Category A, Class 2, Level I). When tested in accordance with CAN/ULC-S102, the product is recognized to have the following properties: Flame Spread Rating: 0, Smoke Developed Classification: 0. When tested in accordance with CAN/ULC-S114, the product is recognized as noncombustible.

RECOGNITION:

HardiePanel vertical siding is recognized as an exterior wall cladding in CCMC Evaluation Report 12678-R. This document should also be consulted for additional information concerning the suitability of this product for specific applications. For technical assistance, call 1-800-9-HARDIE.

FIRE-RESISTIVE CONSTRUCTION:

HardiePanel vertical siding is recognized as a component in 1-hour & 2-hour fire-related wall construction when tested in accordance with CAN/ULC-S101. Details of the listed assemblies may be found at: https://bpdirectory.intertek.com

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Title: EXTERIOR ELEVATIONS
PROPOSED SECTION & MATERIAL LIST

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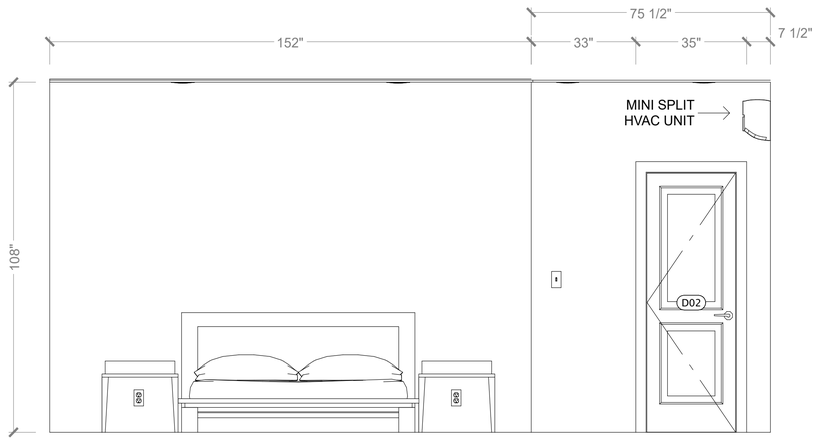
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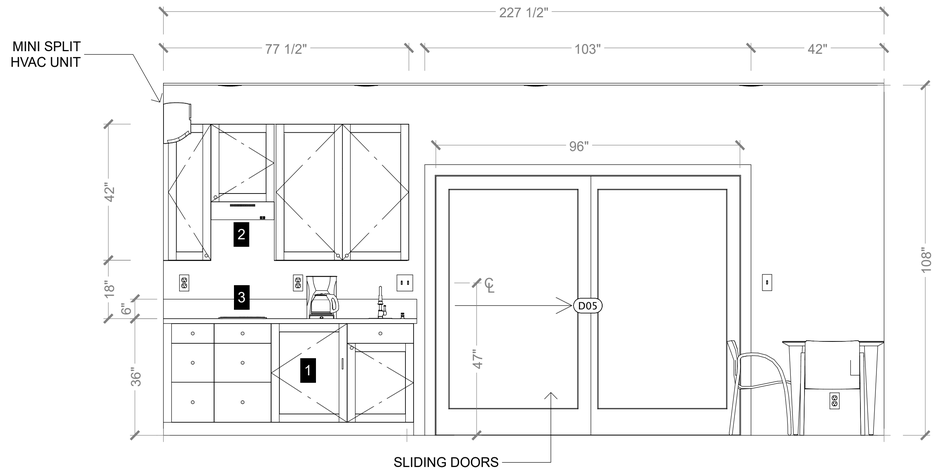
Scale
3/8" = 1'- 0"

PAGE **A-03**



1 BEDROOM

INTERIOR 3/4" = 1'

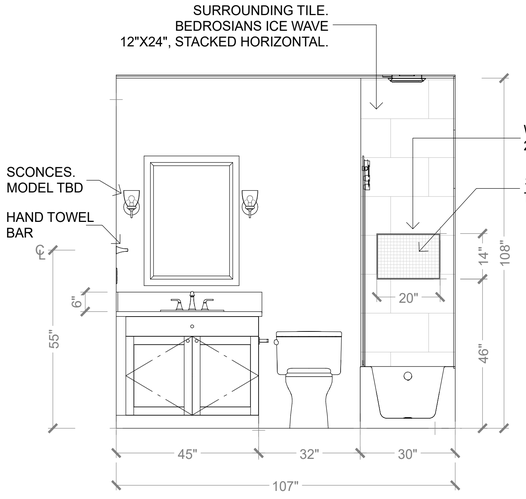


APPLIANCES LIST

1. PANEL READY BEVERAGE FRIDGE
2. COOKTOP HOOD
3. INDUCTION COOKTOP

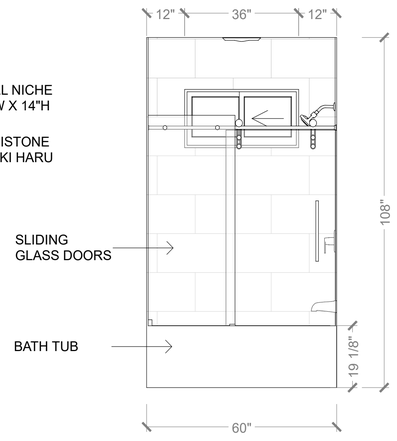
2 KITCHEN

INTERIOR 3/4" = 1'



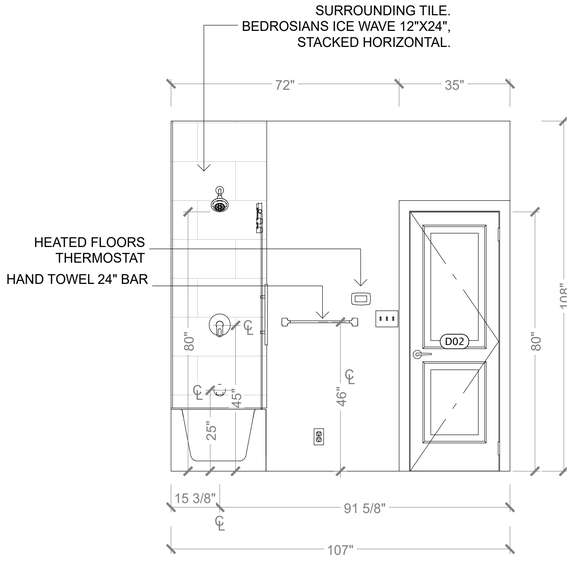
3 BATHROOM

INTERIOR 3/4" = 1'



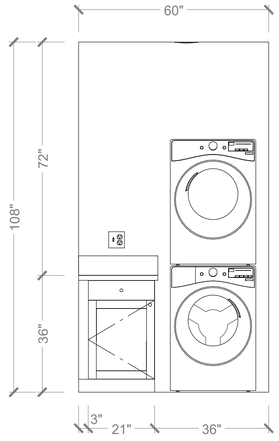
4 BATHROOM

INTERIOR 3/4" = 1'



5 BATHROOM

INTERIOR 3/4" = 1'



6 LAUNDRY

INTERIOR 3/4" = 1'

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Title: INTERIOR ELEVATIONS

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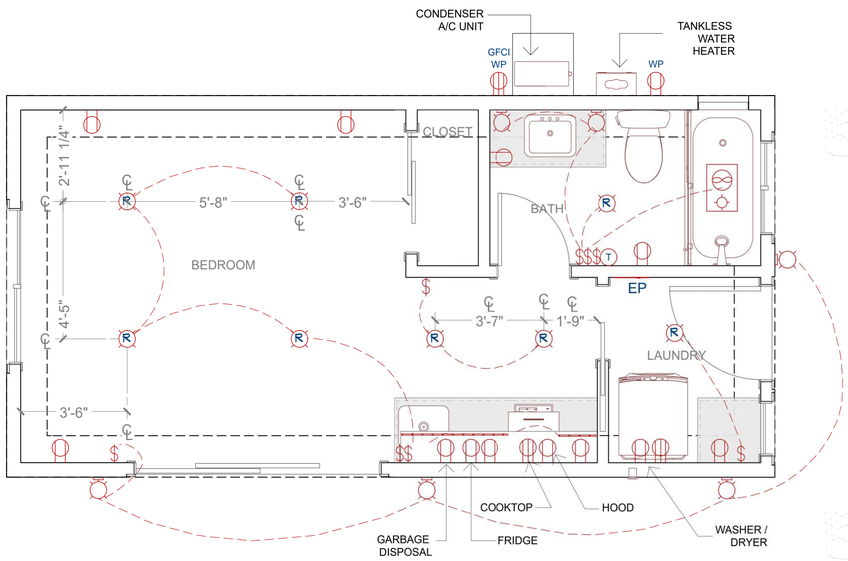
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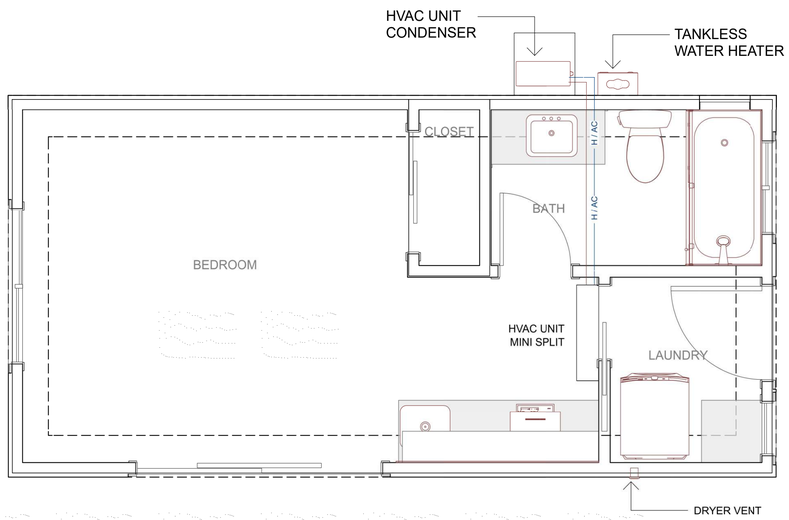
Scale
3/4" = 1'- 0"

PAGE **A-04**



PROPOSED ELECTRICAL PLAN

1/2" = 1'



PROPOSED HVAC PLAN

1/2" = 1'

ELECTRICAL SCHEDULE

2D SYMBOL	DESCRIPTION	COMMENTS
	220V	
GFCI WP	220V GFCI WP	
	DUPLEX	
WP	DUPLEX WEATHERPROOF	
	EXHAUST FAN WITH LIGHT	
	EXTERIOR LIGHTING	
EP	ELECTRICAL PANEL - RECESSED	
	RECESSED DOWN LIGHT 6	
	SCONCE	
$	SINGLE POLE SWITCH	
—	UNDER CABINET LIGHT	
	THERMOSTAT	

ELECTRICAL GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE IN COMPLIANCE WITH APPLICABLE ELECTRICAL CODES.

2. RECEPTACLES:

2.1. ALL RECEPTACLES TO BE TAMPER RESISTANT AFCI, U.O.N.

2.2. ALL 120-VOLT, SINGLE PHASE, 15 - AND 20-AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS INSTALLED IN DWELLING UNIT FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, DENS, BEDROOMS, CLOSETS, HALLWAYS, OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY A LISTED ARC-FAULT CIRCUIT INTERRUPTER, COMBINATION-TYPE, INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT.

2.3. RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO LENGTH ALONG THE FLOOR LINE IN ANY WALL SPACE IS MORE THAN 6', MEASURED HORIZONTALLY, FROM AN OUTLET IN THAT SPACE, INCLUDING ANY WALL SPACE TWO FEET WIDE OR GREATER.

2.4. FOR HALLWAYS OF 10' OR MORE IN LENGTH, AT LEAST ONE RECEPTACLE OUTLET SHALL BE REQUIRED.

2.5. RECEPTACLE OUTLETS RATED AS 115 OR 120 VOLT SINGLE PHASE, 15 OR 20 AMP., WHERE INSTALLED OUTDOORS, IN GARAGES, IN BATHROOMS, IN CRAWL SPACES OR UNFINISHED BASEMENTS, OR SERVING COUNTER TOPS IN A KITCHEN, AND WITHIN 6' OR WET BAR SINKS, SHALL HAVE APPROVED GROUND-FAULT-CIRCUIT PROTECTION (GFCI).

2.6. MOUNT SWITCHES AT 42" A.F.F. TO CENTERLINE, U.O.N.

2.7. MOUNT OUTLETS AT 12" A.F.F. TO CENTERLINE, U.O.N.

2.8. WEATHER RESISTANT TYPE FOR RECEPTACLES INSTALLED IN DAMP OR WET LOCATIONS (EXTERIOR)

3. SWITCHES AND OUTLETS:

3.1. SWITCHES AND OUTLETS IN KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS, OR SIMILAR ROOMS OR AREAS TO COMPLY WITH 2022 CEC ARTICLE 210-12 "ARC FAULT CIRCUIT PROTECTION"

3.2. ALL 125-VOLT THROUGH 250-VOLT RECEPTACLES INSTALLED IN THE LOCATIONS SPECIFIED IN 210.8(A)(1) THROUGH (A)(11) AND SUPPLIED BY SINGLE-PHASE BRANCH CIRCUITS RATED 150 VOLTS OR LESS TO GROUND SHALL HAVE GROUND-FAULT CIRCUIT-INTERRUPTER PROTECTION FOR PERSONNEL.

4. LUMINARIES

4.1 ALL INSTALLED LUMINARIES SHALL BE HIGH EFFICACY IN ACCORDANCE WITH ES TABLE 150.0-A
A) LUMINARIES MUST HAVE A LABEL CERTIFIED FOR AIRTIGHT CONSTRUCTION
B) LIGHT SOURCES THAT ARE NOT MARKED "JA8-E" SHALL NOT BE INSTALLED IN ENCLOSED LUMINARIES. ES 150.0(K)

4.2 IN BATHROOMS, GARAGES, LAUNDRY ROOMS, AND UTILITY ROOMS AT LEAST ONE LUMINAIRE SHALL BE CONTROLLED BY A VACANCY SENSOR

4.3 DIMMERS OR VACANCY SENSORS SHALL CONTROL ALL LED STYLE LUMINARIES. EXCEPT FIXTURES INSTALLED IN HALLWAYS OR CLOSETS UNDER 70 SQ FT .

4.4 RECESSED CAN LIGHT FIXTURES SHALL BE IC LISTED, AIR TIGHT LABELED, AND NOT BE EQUIPPED WITH A STANDARD MEDIUM BASE SCREW SHELL LAMP HOLDER. ES 150.0 (K).

4.5 SFD OUTDOOR LIGHTING FIXTURES THAT ARE ATTACHED TO A BUILDING ARE REQUIRED TO BE HIGH EFFICACY, BE MANUALLY ON/OFF SWITCH CONTROLLED, AND HAVE BOTH MOTION SENSOR AND PHOTOCELL CONTROL. ES 150.0(K) 3 FOR ADDITIONAL CONTROL OPTIONS.

4. BATHROOMS:

4.1. AT LEAST ONE 20-AMPERE BRANCH CIRCUIT SHALL BE PROVIDED TO SUPPLY THE BATHROOM RECEPTACLE OUTLETS. SUCH CIRCUITS SHALL HAVE NO OTHER OUTLETS (INCLUDING BATHROOM LIGHTING AND FANS).

4.2 HEATED FLOORS SWITCH MUST INCLUDES A THERMOSTAT / TIMER

5. KITCHEN/DINING:

5.1. PROVIDE MINIMUM TWO 20-AMPERE SMALL APPLIANCE BRANCH CIRCUITS FOR KITCHEN AND DINING ROOMS TO BE WIRED WITH MINIMUM OF #12 COPPER PER CEC ARTICLE 210.11(C), 210.52(B), AND 220.14.
5.2. PROVIDE A SEPARATE BRANCH CIRCUIT SIZED AT 15 AMPERE MINIMUM FOR EACH DISHWASHER AND GARBAGE DISPOSAL.
5.3. PROVIDE A SEPARATE CIRCUIT FOR EACH ELECTRICAL RANGE.

GENERAL MECHANICAL NOTES:

1 INSTALLATION INSTRUCTIONS FOR ALL LISTED EQUIPMENT SHALL BE POSTED AND PROVIDED TO THE FIELD INSPECTOR AT THE TIME OF INSPECTION.

2 ALL AIR DUCTS PENETRATING A SEPARATION WALL OR CEILING BETWEEN GARAGE AND LIVING AREA SHALL BE MIN. 26GA.

3 OPENING AROUND GAS VENT, DUCTS AND PIPING AT EACH FLOOR SHALL BE FIRE STOPPED.

4 INSTALL SMOOTH METAL DUCT (MIN 26GA X 4") FOR DRYER EXHAUST AND PROVIDE BACKDRAFT DAMPER. (CMC 504.4.2)

5 INSTALL SMOOTH METAL DUCT (MIN 26GA X 4") FOR RANGE HOOD, SIZED TO THE EXHAUST SYSTEM AND PROVIDE BACKDRAFT DAMPER. (CMC 504.4.2)

6 TERMINATION OF ALL ENVIRONMENT AIR DUCTS (I.E. DRYERS, EXHAUST & UTILITY FANS, ETC) SHALL BE A MINIMUM OF 3 FEET AWAY FROM ANY OPENING INTO THE BUILDING (DOORS, WINDOWS, OPERABLE SKYLIGHTS, OR ATTIC VENTS).

7 ALL NEW VENTS TO BE INSTALLED ON CEILING.

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Title: ELECTRICAL PLAN
HVAC PLAN

This is an original design and must not e released or copied unless applicable fees have been paid or /job order placed. All dimensions and size designations given are subject to verification on site and adjustment to fit job conditions.

Project
MORRISSETTE - RICH
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Drawings for
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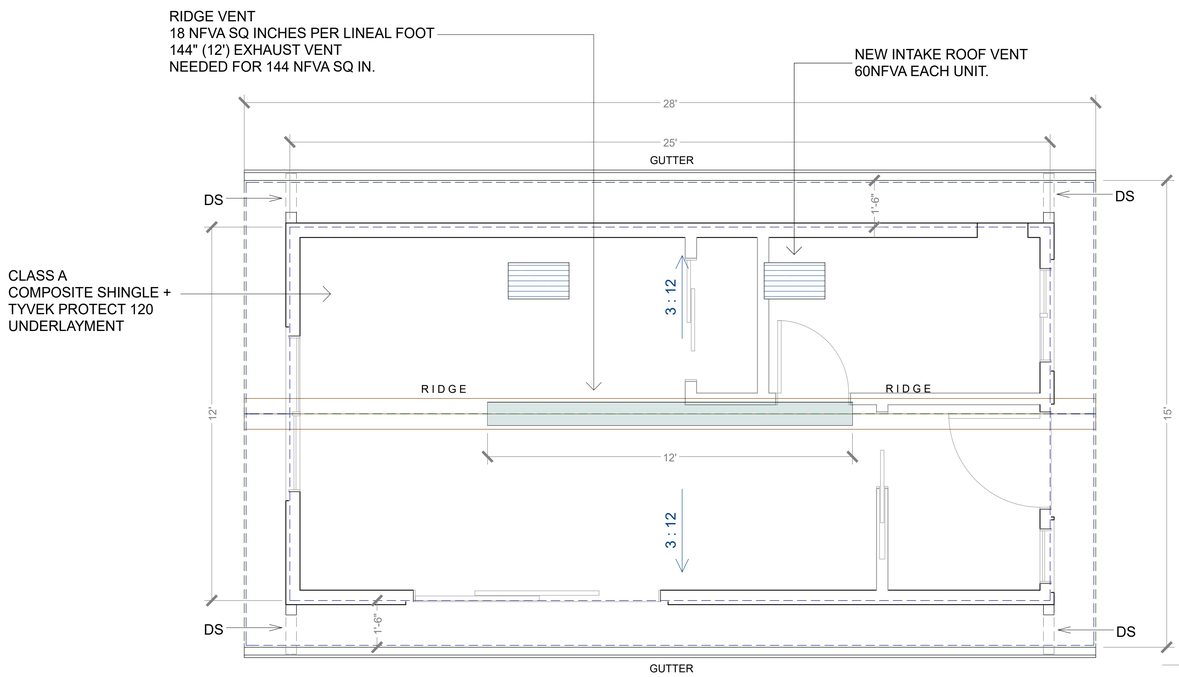
Drawn By
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Date
JUN 07, 2023

Revision

Scale
1/2" = 1'- 0"

PAGE **A-05**



ROOF PLAN

1/2" = 1'

ATTIC VENT NOTES:

- ATTIC VENTILATION OPENINGS SHALL BE COVERED WITH CORROSION-RESISTANT METAL MESH WITH 1/16" MINIMUM TO 1/4" MAXIMUM OPENING.

CALCULATION AREAS

- VENTS HAVE BEEN PROPOSED BASED ON 300 SQ FT

- 144 SQ IN EXHAUST REQUIRED

- 144 SQ IN INTAKE REQUIRED

ROOF NOTES:

- FOR ROOF SLOPES FROM TWO UNITS VERTICAL IN 12 UNITS HORIZONTAL (2:12), UP TO FOUR UNITS VERTICAL IN 12 UNITS HORIZONTAL (4:12), **UNDERLAYMENT SHALL BE TWO LAYERS** APPLIED IN THE FOLLOWING MANNER: APPLY A 19-INCH STRIP OF UNDERLAYMENT FELT PARALLEL TO AND STARTING AT THE EAVES. STARTING AT THE EAVE, APPLY 36-INCH-WIDE SHEETS OF UNDERLAYMENT, OVERLAPPING SUCCESSIVE SHEETS 19 INCHES. DISTORTIONS IN THE UNDERLAYMENT SHALL NOT INTERFERE WITH THE ABILITY OF THE SHINGLES TO SEAL. END LAPS SHALL BE 4 INCHES AND SHALL BE OFFSET BY 6 FEET (R905.2 ASPHALT SHINGLES)

- THE UNDERLAYMENT SHALL BE ATTACHED WITH CORROSION-RESISTANT FASTENERS IN A GRID PATTERN OF 12 INCHES BETWEEN SIDE LAPS WITH A 6-INCH SPACING AT SIDE AND END LAPS.

- UNDERLAYMENT SHALL BE ATTACHED USING METAL OR PLASTIC CAP NAILS OR CAP STAPLES WITH A NOMINAL CAP DIAMETER OF NOT LESS THAN 1 INCH. METAL CAPS SHALL HAVE A THICKNESS OF NOT LESS THAN 32-GAGE SHEET METAL. POWER-DRIVEN METAL CAPS SHALL HAVE A MINIMUM THICKNESS OF 0.010 INCH. MINIMUM THICKNESS OF THE OUTSIDE EDGE OF PLASTIC CAPS SHALL BE 0.035 INCH. THE CAP NAIL SHANK SHALL BE NOT LESS THAN 0.083 INCH FOR RING SHANK CAP NAILS AND 0.091 INCH FOR SMOOTH SHANK CAP NAILS. STAPLES SHALL BE NOT LESS THAN 21 GAGE. CAP NAIL SHANK AND CAP STAPLE LEGS SHALL HAVE A LENGTH SUFFICIENT TO PENETRATE THROUGH THE ROOF SHEATHING OR NOT LESS THAN ¾ INCH INTO THE ROOF SHEATHING. (R905.2 ASPHALT SHINGLES)

TRUSS NOTES:

1. ALL TRUSSES SHALL CARRY MANUFACTURERS STAMP.

2. ALL TRUSSES SHALL BE INSTALLED & BRACED TO MANUFACTURERS SPECIFICATIONS.

3. ALL TRUSSES WILL NOT BE FIELD ALTERED WITHOUT PRIOR BUILDING DEPT. APPROVAL OF ENGINEERING CALCULATIONS.

4. ALL TRUSSES SHALL HAVE DESIGN DETAILS & DRAWINGS ON SITE FOR FRAMING INSPECTION.

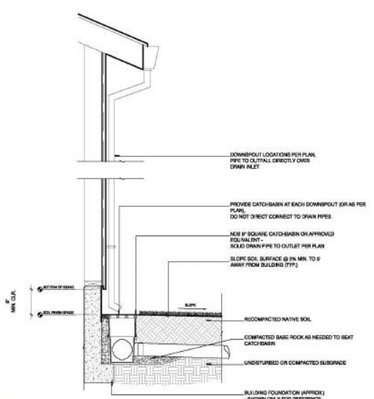
5. NON BEARING WALLS SHOULD BE HELD DOWN FROM THE TRUSS BOTTOM CHORD W/ SIMPSON STC TO INSURE THAT THE TRUSS BOTTOM CHORD WILL NOT BEAR ON THE WALL.

6. ALL CONNECTIONS OF RAFTERS, JACK OR HIP TRUSSES TO MAIN GIRDER TO BE PROVIDED BY TRUSS MANUFACTURE.

7. ALL ROOF FRAMING 24" O.C.

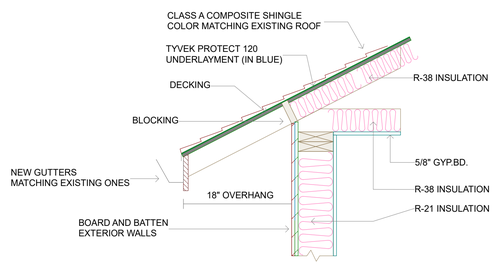
8. ALL NEW ROOF PITCH 3 :12

9. ALL OVERHANGS 18".



DOWNSPOUT CATCHBASIN

NOT TO SCALE



TYPICAL ROOF DETAIL

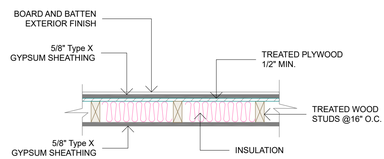
NOT TO SCALE

INTERIOR SIDE: ONE LAYER 5/8 INCH TYPE X GYPSUM WALLBOARD OR WATER RESISTANT BACKER BOARD OR VENEER BASE APPLIED PARALLEL WITH OR AT RIGHT ANGLES TO STUDS FASTENED WITH GWB-54 NAILS AT 8 INCHES O.C. OR 8 INCHES O.C. ON THE EDGES AND DOUBLE NAILED IN THE FIELD AT 12 INCHES O.C. OR 1 ¼ INCH TYPE W DRYWALL SCREWS AT 16 INCHES O.C..

STUD CAVITY:
WHEN USED WITH A 1/2-INCH TYPE X GYPSUM LAYER, SPACES BETWEEN THE STUDS ARE COMPLETELY FILLED WITH GLASS FIBER MINERAL WOOL BATTS WEIGHING NOT LESS THAN 2 POUNDS PER CUBIC FOOT (0.6 POUND PER SQUARE FOOT OF WALL SURFACE) OR ROCKWOOL OR SLAG MINERAL WOOL BATTS WEIGHING NOT LESS THAN 3.3 POUNDS PER CUBIC FOOT (1 POUND PER SQUARE FOOT OF WALL SURFACE), OR CELLULOSE INSULATION HAVING A NOMINAL DENSITY NOT LESS THAN 2.6 POUNDS PER CUBIC FOOT (REFERENCE IBC TABLE 722.6.2(5)). WHEN USED WITH A 5/8INCH TYPE X GYPSUM LAYER, STUD CAVITY INSULATION IS OPTIONAL.

EXTERIOR SIDE:
ONE LAYER 1/2-INCH OR ONE LAYER 5/8-INCH TYPE X GYPSUM SHEATHING, 48 INCHES WIDE APPLIED PARALLEL TO STUDS FASTENED WITH GWB-54 NAILS AT 8 INCHES O.C. OR 8 INCHES O.C. ON THE EDGES AND DOUBLE NAILED IN THE FIELD AT 12 INCHES O.C. OR 1 ¼ INCH TYPE W DRYWALL SCREWS AT 16 INCHES O.C. AND ONE LAYER PYRO-GUARD TREATED PLYWOOD MINIMUM 15/32-INCH THICKNESS, FASTENED IN ACCORDANCE WITH TABLE 2304.9.1 OF THE IBC COVERED WITH A WATER RESISTANT BARRIER. FRTW PLYWOOD CAN BE DIRECTLY-APPLIED TO THE WOOD STUDS, OR APPLIED TO THE GYPSUM. USE OF 1/2-INCH TYPE X GYPSUM REQUIRES THE USE OF INSULATION AS DESCRIBED IN IBC TABLE 722.6.2(5).

EXTERIOR FINISH SHALL BE A MATERIAL AND OF THE THICKNESS REQUIRED BY TABLE 1405.2 OF THE IBC INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. VINYL SIDING SHALL NOT BE PERMITTED WITH TYPE III OR TYPE IV CONSTRUCTION.



FIRE WALL DETAIL

NOT TO SCALE

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Title: ROOF PLAN
ROOF & FIREWALL DETAILS

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Project
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Date
JUN 07, 2023

Revision

Scale
AS NOTED

PAGE **A-06**

ELECTRIC READY NOTES

1. GAS RANGE: PROVIDE A DEDICATED 240V 50 AMP BRANCH CIRCUIT WITHIN 3' OF THE RANGE LOCATION WITH A BLANK COVER LABELED "240V READY".

2. GAS CLOTHES DRYER: PROVIDE A DEDICATED 240V 30 AMP BRANCH CIRCUIT WITHIN 3' OF THE DRYER LOCATION WITH A BLANK COVER LABELED "240V READY".

3. GAS FURNACE: PROVIDE DEDICATED 240 V 30 AMP BRANCH CIRCUIT WITHIN 3' OF FURNACE W/ BLANK COVER LABELED "240 V READY".

4. GAS WATER HEATER: PROVIDE DEDICATED 125 VOLT, 20 AMP ELECTRICAL RECEPTACLE CONNECTED TO THE ELECTRIC PANEL WITH A 120/240 VOLT 3 CONDUCTOR, 10 AWG COPPER BRANCH CIRCUIT WITHIN 3 FEET OF THE WATER HEATER LOCATION W/ BOTH ENDS OF UNUSED CONDUCTORS LABELED "SPARE". RESERVE A SINGLE POLE BREAKER SPACE ADJACENT TO 125 V WATER HEATER BREAKER LOCATION LABELED "FUTURE 240 V USE".

5. ENERGY STORAGE SYSTEM (ESS) READY: PROVIDE A DEDICATED CONDUIT FROM THE MAIN SERVICE PANEL TO A SUBPANEL LOCATED IN THE GARAGE (SEE ELECTRICAL PLAN FOR LOCATION) WITH A MINIMUM OF FOUR BRANCH CIRCUITS TO THE FOLLOWING LOCATIONS:

- REFRIGERATOR
- ONE LIGHTING CIRCUIT NEAR THE PRIMARY EGRESS
- ONE OUTLET CIRCUIT SUPPLY A SLEEPING ROOM
- AT LEAST ONE OTHER LOCATION

ALL BRANCH CIRCUITS MAY BE SUPPLIED BY THE MAIN SERVICE PANEL PRIOR TO THE INSTALLATION OF AN ESS. CONDUIT SHALL BE NOT LESS THAN ONE INCH IN DIAMETER. THE SUBPANEL SUPPLYING THE BRANCH CIRCUITS MUST BE LABELED "SUBPANEL SHALL INCLUDE ALL BACKED-UP LOAD CIRCUITS"

THE MAIN PANELBOARD SHALL HAVE A MINIMUM BUSBAR RATING OF 225 AMPS.

SUFFICIENT SPACE SHALL BE RESERVED TO ALLOW FUTURE INSTALLATION OF A SYSTEM ISOLATION EQUIPMENT/TRANSFER SWITCH WITHIN 3 FEET OF THE MAIN PANELBOARD. CONDUIT SHALL BE INSTALLED BETWEEN THE PANELBOARD AND THE SYSTEM ISOLATION EQUIPMENT/TRANSFER SWITCH LOCATION TO ALLOW THE CONNECTION OF BACKUP POWER SOURCE.

RANGE HOOD NOTES:

1. KITCHEN RANGE HOODS MUST HAVE DEMAND-CONTROL OR CONTINUOUS MECHANICAL EXHAUST.

2. RANGE HOODS MUST MEET EITHER MINIMUM AIRFLOW OR CAPTURE EFFICIENCY REQUIREMENTS, ACCORDING TO THE FOLLOWING TABLE.

DWELLING UNIT FLOOR AREA (FT^2)	HOOD OVER ELECTRIC RANGE	HOOD OVER NATURAL GAS RANGE
>1500	50% CE OR 110 CFM	70% CE OR 180 CFM
>1000-1500	50% CE OR 110 CFM	80% CE OR 250 CFM
750-1000	55% CE OR 130 CFM	85% CE OR 280 CFM
<750	65% CE OR 160 CFM	85% CE OR 280 CFM

Delta T Energy
Green by Design

Delta T Energy Consulting
Title 24 Requirements
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PROJECT SUMMARY

PROJECT NAME	PROJECT ADDRESS	FLOOR AREA	CLIMATE ZONE	DATE
Morrissette-Rich ADU	1520 Pine St, St. Helena, CA 95472	300 SQ. FT.	2	7/25/2023

ATTACHED FORMS

- CF-1R; Certificate of Compliance
- MF-1R Mandatory Measures
- Heating and Cooling Loads Summary

RENEWABLES

SOLAR	BATTERY
N/A: <1.8 KWDC	N/A

INSULATION

ASSEMBLY TYPE	INSULATION VALUE	INSULATION TYPE	FRAMING	NOTES
WALLS	R-21	BATT	2x6 @ 16" O.C.	-
ROOF	R-38	BATT	2x4 @ 24" O.C.	- Vented
SLAB-ON-GRADE	N/A	N/A	N/A	-

WINDOWS/GLAZING

TYPE	FRAME	U-FACTOR	SHGC	NOTES
WINDOWS/DOORS	NON-METAL	0.30	0.23	NFRC RATED

MECHANICAL SYSTEMS

EQUIPMENT TYPE	TYPE	# OF SYSTEMS	EFFICIENCY	DISTRIBUTION	NOTES
DOMESTIC WATER HEATER	TANKLESS	1	.94 UEF	STANDARD	- Electric Resistance - Point of Use Credit
HVAC	HEAT PUMP	1	8.8 HSPF2 / 12.2 EER2 / 15 SEER2	DUCTLESS	- VCHP Credit

REQUIRED HERS TESTING

HERS FEATURE SUMMARY				
QUALITY INSULATION INSTALLATION (QII)	INDOOR AIR QUALITY VENTILATION	*KITCHEN RANGE HOOD	VERIFIED EER/EER2 & SEER/SEER2	VERIFIED REFRIGERANT CHARGE
AIRFLOW IN HABITABLE ROOMS (SC3.1.4.1.7)	VERIFIED HSPF2	VERIFIED HEAT PUMP RATED HEATING CAPACITY	WALL-MOUNTED THERMOSTAT IN ZONES GREATER THAN 150 FT2 (SC3.4.5)	DUCTLESS INDOOR UNITS LOCATED ENTIRELEY IN CONDITIONED SPACE (SC3.1.4.1.8)

* (If Applicable) Kitchen Range Hood HERS measure needs to be HVI or AHAM Certified, 3 Sones, and meet airflow or capture efficiency (CE) rates based on fuel source and floor area (Table 150-G). Must also meet ASHRAE 62.2: Table5-3.
** The contractor is required to adhere to all mandatory requirements set in the registered CF1R and MF-1R through completion of the project.

BUILDING ENERGY ANALYSIS REPORT

PROJECT:
Morrissette-Rich ADU
1520 Pine Street
St. Helena, CA 94574

Project Designer:
Humanity Home & Cabinetry
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Report Prepared by:
Roy Nicolas Asi
Delta T Energy
4775 Sonoma Hwy
Santa Rosa, CA 95409
(707) 827 0233

Job Number:

Date:
7/25/2023

The EnergyPro computer program has been used to perform the calculations summarized in this compliance report. This program has approval and is authorized by the California Energy Commission for use with both the Residential and Nonresidential 2022 Building Energy Efficiency Standards.

This program developed by EnergySoft, LLC – www.energysoft.com

2022 Single-Family Residential Mandatory Requirements Summary

NOTE: Single-family residential buildings subject to the Energy Codes must comply with all applicable mandatory measures, regardless of the compliance approach used. Review the respective section for more information.
(04/2022)

Building Envelope:

§ 110.6(a)1:	**Air Leakage**. Manufactured fenestration, exterior doors, and exterior yet doors must limit air leakage to 0.3 CFM per square foot or less when tested per NFRC-400, ASTM E283, or AAMA/WDMA/CSA 101/I.S.2/A440-2011. *
§ 110.6(a)5:	**Labeling.** Fenestration products and exterior doors must have a label meeting the requirements of § 10-111(a).
§ 110.6(b):	**Field fabricated exterior doors and fenestration** products must use U-factors and solar heat gain coefficient (SHGC) values from Tables 110.6-A, 110.6-B, or JA4.5 for exterior doors. They must be caulked and/or weather-stripped.
§ 110.7:	**Air Leakage.** All joints, penetrations, and other openings in the building envelope that are potential sources of air leakage must be caulked, gasketed, or weather stripped.
§ 110.8(a):	**Insulation Certification by Manufacturers.** Insulation must be certified by the Department of Consumer Affairs, Bureau of Household Goods and Services (BHGS).
§ 110.8(g):	**Insulation Requirements for Heated Slab Floors.** Heated slab floors must be insulated per the requirements of § 110.8(g).
§ 110.8(i):	**Roofing Products Solar Reflectance and Thermal Emittance.** The thermal emittance and aged solar reflectance values of the roofing material must meet the requirements of § 110.8(i) and be labeled per §10-113 when the installation of a cool roof is specified on the CF1R.
§ 110.8(j):	**Radiant Barrier.** When required, radiant barriers must have an emittance of 0.05 or less and be certified to the Department of Consumer Affairs.
§ 150.0(a):	**Roof Deck, Ceiling and Rafter Roof Insulation.** Roof decks in newly constructed attics in climate zones 4 and 8-16 area-weighted average U-factor not exceeding U-0.184. Ceiling and rafter roofs minimum R-22 insulation in wood-frame ceiling; or area-weighted average U-factor must not exceed 0.043. Rafter roof alterations minimum R-19 or area-weighted average U-factor of 0.054 or less. Attic access doors must have permanently attached insulation using adhesive or mechanical fasteners. The attic access must be gasketed to prevent air leakage. Insulation must be installed in direct contact with a roof or ceiling which is sealed to limit infiltration and exfiltration, as specified in § 110.7, including but not limited to piecing insulation either above or below the roof deck or on top of a drywall ceiling. *
§ 150.0(b):	**Loose-fill Insulation.** Loose fill insulation must meet the manufacturer's required density for the labeled R-value.
§ 150.0(c):	**Wall Insulation.** Minimum R-13 insulation in 2x4 inch wood framing wall or have a U-factor of 0.102 or less, or R-20 in 2x6 inch wood framing or have a U-factor of 0.071 or less. Opaque non-framed assemblies must have an overall assembly U-factor not exceeding 0.102. Masonry walls must meet Tables 150.1-A or B. *
§ 150.0(d):	**Raised-floor Insulation.** Minimum R-19 insulation in raised wood framed floor or 0.037 maximum U-factor. *
§ 150.0(f):	**Slab Edge Insulation.** Slab edge insulation must meet all of the following: have a water absorption rate, for the insulation material alone without facings, no greater than 0.3 percent; have a water vapor permeance no greater than 2.0 perm per inch; be protected from physical damage and UV light deterioration; and, when installed as part of a heated slab floor, meet the requirements of § 110.8(g).
§ 150.0(g)1:	**Vapor Retarder.** In climate zones 1 through 16, the earth floor of unvented crawl space must be covered with a Class I or Class II vapor retarder. This requirement also applies to controlled ventilation crawl space for buildings complying with the exception to §150.0(d)
§ 150.0(g)2:	**Vapor Retarder.** In climate zones 14 and 16, a Class I or Class II vapor retarder must be installed on the conditioned space side of all insulation in all exterior walls, vented attics, and unvented attics with air-permeable insulation.
§ 150.0(q):	**Fenestration Products.** Fenestration, including skylights, separating conditioned space from unconditioned space or outdoors must have a maximum U-factor of 0.45; or area-weighted average U-factor of all fenestration must not exceed 0.45.

Fireplaces, Decorative Gas Appliances, and Gas Log:

§ 110.5(a):	**Pilot Light.** Continuously burning pilot lights are not allowed for indoor and outdoor fireplaces.
§ 150.0(e)1:	**Closable Doors.** Masonry or factory-built fireplaces must have a closable metal or glass door covering the entire opening of the firebox.
§ 150.0(e)2:	**Combustion Intake.** Masonry or factory-built fireplaces must have a combustion outside air intake, which is at least six square inches in area and is equipped with a readily accessible, operable, and tight-fitting damper or combustion-air control device.
§ 150.0(e)3:	**Flue Damper.** Masonry or factory-built fireplaces must have a flue damper with a readily accessible control. *

Space Conditioning, Water Heating, and Plumbing System:

§ 110.0 § 110.3:	**Certification.** Heating, ventilation, and air conditioning (HVAC) equipment, water heaters, showerheads, faucets, and all other regulated appliances must be certified by the manufacturer to the California Energy Commission.
§ 110.2(a):	**HVAC Efficiency.** Equipment must meet the applicable efficiency requirements in Table 110.2-A through Table 110.2-N. *
§ 110.2(b):	**Controls for Heat Pumps with Supplementary Electric Resistance Heaters.** Heat pumps with supplementary electric resistance heaters must have controls that prevent supplementary heater operation when the heating load can be met by the heat pump alone; and in which the cut-on temperature for compression heating is higher than the cut-on temperature for supplementary heating, and the cut-off temperature for compression heating is higher than the cut-off temperature for supplementary heating.
§ 110.2(c):	**Thermostats.** All heating or cooling systems not controlled by a central energy management control system (EMCS) must have a setback thermostat. *
§ 110.3(c)3	**Insulation.** Unfired service water heater storage tanks and solar water-heating backup tanks must have adequate insulation; or tank surface heat loss rating.
§ 110.3(c)6:	**Isolation Valves.** Instantaneous water heaters with an input rating greater than 6.8 kBtu per hour (2 kW) must have isolation valves with hose bibbs or other fittings on both cold and hot water lines to allow for flushing the water heater when the valves are closed.

5/6/22

2022 Single-Family Residential Mandatory Requirements Summary

§ 150.0(k)1G:	**Screw based luminaires.** Screw based luminaires must contain lamps that comply with Reference Joint Appendix JA8. *
§ 150.0(k)1H:	**Light Sources in Enclosed or Recessed Luminaires.** Lamps and other separable light sources that are not compliant with the JA8 elevated temperature requirements, including marking requirements, must not be installed in enclosed or recessed luminaires.
§ 150.0(k)1I:	**Light Sources in Drawers, Cabinets, and Linen Closets.** Light sources internal to drawers, cabinetry or linen closets are not required to comply with Table 150.0-A or be controlled by vacancy sensors provided that they are rated to consume no more than 5 watts of power, emit no more than 150 lumens, and are equipped with controls that automatically turn the lighting off when the drawer, cabinet or linen closet is closed.
§ 150.0(k)2A:	**Interior Switches and Controls.** All forward phase cut dimmers used with LED light sources must comply with NEMA SSL 7A.
§ 150.0(k)2B:	**Interior Switches and Controls.** Exhaust fans must be controlled separately from lighting systems. *
§ 150.0(k)2A:	**Accessible Controls.** Lighting must have readily accessible wall-mounted controls that allow the lighting to be manually turned on and off. *
§ 150.0(k)2C:	**Multiple Controls.** Controls must not bypass a dimmer, occupant sensor, or vacancy sensor function if the dimmer or sensor is installed to comply with § 150.0(k).
§ 150.0(k)2C:	**Mandatory Requirements.** Lighting controls must comply with the applicable requirements of § 110.9.
§ 150.0(k)2D:	**Energy Management Control Systems.** An energy management control system (EMCS) may be used to comply with dimming, occupancy, and control requirements if it provides the functionality of the specified control per § 110.9 and the physical controls specified in § 150.0(k)2A.
§ 150.0(k)2E:	**Automatic Shutoff Controls.** In bathrooms, garages, laundry rooms, utility rooms and walk-in closets, at least one installed luminaire must be controlled by an occupancy or vacancy sensor providing automatic-off functionality. Lighting inside drawers and cabinets with opaque fronts or doors must have controls that turn the light off when the drawer or door is closed.
§ 150.0(k)2F:	**Dimmers.** Lighting in habitable spaces (e.g., living rooms, dining rooms, kitchens, and bedrooms) must have readily accessible wall-mounted dimming controls that allow the lighting to be manually adjusted up and down. Forward phase cut dimmers controlling LED light sources in these spaces must comply with NEMA SSL 7A.
§ 150.0(k)2K:	**Independent controls**. Integrated lighting of exhaust fans shall be controlled independently from the fans. Lighting under cabinets or shelves, lighting in display cabinets, and switched outlets must be controlled separately from ceiling-installed lighting.
§ 150.0(k)3A:	**Residential Outdoor Lighting.** For single-family residential buildings, outdoor lighting permanently mounted to a residential building, or to other buildings on the same lot, must have a manual on/off switch and either a photocell and motion sensor or automatic time switch control) or an astronomical time clock. An energy management control system that provides the specified control functionality and meets all applicable requirements may be used to meet these requirements.
§ 150.0(k)4:	**Internally illuminated address signs**. Internally illuminated address signs must either comply with § 140.8 or consume no more than 5 watts of power
§ 150.0(k)5:	**Residential Garages for Eight or More Vehicles**. Lighting for residential parking garages for eight or more vehicles must comply with the applicable requirements for nonresidential garages in §§ 110.9, 130.0, 130.1, 130.4, 140.6, and 141.0.

Solar Readiness:

§ 110.10(a)1:	**Single-family Residences**. Single-family residences located in subdivisions with 10 or more single-family residences and where the application for a tentative subdivision map for the residences has been deemed complete and approved by the enforcement agency, which do not have a photovoltaic system installed, must comply with the requirements of § 110.10(b)-(e).
§ 110.10(b)1A:	**Minimum Solar Zone Area**. The solar zone must have a minimum total area as described below. The solar zone must comply with access, pathway, smoke ventilation, and spacing requirements as specified in Title 24, Part 9 or other parts of Title 24 or in any requirements adopted by a local jurisdiction. The solar zone total area must be comprised of areas that have no dimension less than 5 feet and are no less than 80 square feet each for buildings with roof areas less than or equal to 10,000 square feet or no less than 160 square feet each for buildings with roof areas greater than 10,000 square feet. For single-family residences, the solar zone must be located on the roof or overhang of the building and have a total area no less than 250 square feet. *
§ 110.10(b)2:	**Azimuth**. All sections of the solar zone located on steep-sloped roofs must have an azimuth between 90-300° of true north.
§ 110.10(b)3A:	**Shading**. The solar zone must not contain any obstructions, including but not limited to: vents, chimneys, architectural features, and roof mounted equipment.
§ 110.10(b)3B:	**Shading.** Any obstruction located on the roof or any other part of the building that projects above a solar zone must be located at least twice the horizontal distance of the height difference between the highest point of the obstruction and the horizontal projection of the nearest point of the solar zone, measured in the vertical plane. *
§ 110.10(b)4:	**Structural Design Loads on Construction Documents.** For areas of the roof designated as a solar zone, the structural design loads for roof dead load and roof live load must be clearly indicated on the construction documents.
§ 110.10(c):	**Interconnection Pathways.** The construction documents must indicate: a location reserved for inverters and metering equipment and a pathway reserved for routing of conduit from the solar zone to the point of interconnection with the electrical service; and for single-family residences and central water-heating systems, a pathway reserved for routing plumbing from the solar zone to the water-heating system.
§ 110.10(d):	**Documentation**. A copy of the construction documents or a comparable document indicating the information from § 110.10(b)-(c) must be provided to the occupant.
§ 110.10(e)1:	**Main Electrical Service Panel.** The main electrical service panel must have a minimum busbar rating of 200 amps.
§ 110.10(e)2:	**Main Electrical Service Panel.** The main electrical service panel must have a reserved space to allow for the installation of a double pole circuit breaker for a future solar electric installation. The reserved space must be permanently marked as "For Future Solar Electric."

Electric and Energy Storage Ready:

5/6/22

2022 Single-Family Residential Mandatory Requirements Summary

§ 150.0(s):	**Energy Storage System (ESS) Ready**. All single-family residences must meet all of the following: Either ESS-ready interconnection equipment with backed up capacity of 60 amps or more and four or more ESS supplied branch circuits; or a dedicated raceway from the main service to a subpanel that supplies the branch circuits in § 150.0(s); at least four branch circuits must be identified and have their source colocated at a single panelboard suitable to be supplied by the ESS, with one circuit supplying the refrigerator, one lighting circuit near the primary exit, and one circuit supplying a sleeping room receptacle outlet, main panelboard must have a minimum busbar rating of 225 amps, sufficient space must be reserved to allow future installation of a system isolation equipment/transfer switch within 3' of the main panelboard, with raceways installed between the panelboard and the switch location to allow the connection of backup power source.
§ 150.0(t):	**Heat Pump Space Heater Ready.** Systems using gas or propane furnaces to serve individual dwelling units must include: A dedicated unobstructed 240V branch circuit wiring installed within 3' of the furnace with circuit conductors rated at least 30 amps with the blank cover identified as "240V ready" and a reserved main electrical service panel space to allow for the installation of a double pole circuit breaker permanently marked as "For Future 240V use."
§ 150.0(u):	**Electric Cooktop Ready.** Systems using gas or propane cooktop to serve individual dwelling units must include: A dedicated unobstructed 240V branch circuit wiring installed within 3' of the cooktop with circuit conductors rated at least 50 amps with the blank cover identified as "240V ready" and a reserved main electrical service panel space to allow for the installation of a double pole circuit breaker permanently marked as "For Future 240V use."
§ 150.0(v)	**Electric Clothes Dryer Ready.** Clothes dryer locations with gas or propane plumbing to serve individual dwelling units must include: A dedicated unobstructed 240V branch circuit wiring installed within 3' of the dryer location with circuit conductors rated at least 30 amps with the blank cover identified as "240V ready" and a reserved main electrical service panel space to allow for the installation of a double pole circuit breaker permanently marked as "For Future 240V use."

*Exceptions may apply.

5/6/22

2022 Single-Family Residential Mandatory Requirements Summary

§ 110.5:	**Pilot Lights.** Continuously burning pilot lights are prohibited for natural gas: fan-type central furnaces; household cooking appliances (except appliances without an electrical supply voltage connection with pilot lights that consume less than 150 Btu per hour); and pool and spa heaters. *
§ 150.0(h)1:	**Building Cooling and Heating Loads.** Heating and/or cooling loads are calculated in accordance with the ASHRAE Handbook, Equipment Volume, Applications Volume, and Fundamentals Volume, the SMACNA Residential Comfort System Installation Standards Manual, or the ACCA Manual J using design conditions specified in § 150.0(h)2.
§ 150.0(h)3A:	**Clearances.** Air conditioner and heat pump outdoor condensing units must have a clearance of at least five feet from the outlet of any dryer.
§ 150.0(h)3B:	**Liquid Line Drier.** Air conditioners and heat pump systems must be equipped with liquid line filter driers if required, as specified by the manufacturer's instructions.
§ 150.0(j)1:	**Water Piping, Solar Water-heating System Piping, and Space Conditioning System Line Insulation.** All domestic hot water piping must be insulated as specified in § 609.11 of the California Plumbing Code. *
§ 150.0(j)2:	**Insulation Protection.** Piping insulation must be protected from damage, including that due to sunlight, moisture, equipment maintenance, and wind as required by §120.3(b). Insulation exposed to weather must be water retendent and protected from UV light (no adhesive tapes). Insulation covering chilled water piping and refrigerant suction piping located outside the conditioned space must include, or be protected by, a Class I or Class II vapor retarder. Pipe insulation buried below grade must be installed in a waterproof and non-crushable casing or sleeve.
§ 150.0(n)1:	**Gas or Propane Water Heating Systems.** Systems using gas or propane water heaters to serve individual dwelling units must designate a space at least 2.5' x 2.5' x 7' suitable for the future installation of a heat pump water heater, and meet electrical and plumbing requirements, based on the distance between this designated space and the water heater location; and a condensate drain no more than 2" higher than the base of the water heater.
§ 150.0(n)3:	**Solar Water-heating Systems.** Solar water-heating systems and collectors must be certified and rated by the Solar Rating and Certification Corporation (SRCC), the International Association of Plumbing and Mechanical Officials, Research and Testing (IAPMO R&T), or by a listing agency that is approved by the executive director.

Ducts and Fans:

§ 110.8(d)3:	**Ducts.** Insulation installed on an existing space-conditioning duct must comply with § 604.0 of the California Mechanical Code (CMC). If a contractor installs the insulation, the contractor must certify to the customer, in writing, that the insulation meets this requirement.
§ 150.0(m)1:	**CMC Compliance.** All air-distribution system ducts and plenums must meet CMC §§ 601.0-605.0 and ANSI/SMACNA-006-2006 HVAC Duct Construction Standards Metal and Flexible 3rd Edition. Portions of supply-air and return-air ducts and plenums must be insulated to R-6.0 or higher, ducts located entirely in conditioned space as confirmed through field verification and diagnostic testing (RA3.1.4.3.8) do not require insulation. Connections of metal ducts and inner cors of flexible ducts must be mechanically fastened. Openings must be sealed with mastic, tape, or other duct-closure system that meets the applicable UL requirements, or aerosol sealant that meets UL 723. The combination of mastic and either mesh or tape must be used to seal openings greater than ¼", If mastic or tape is used. Building cavities, air handler support platforms, and plenums designed or constructed with materials other than sealed sheet metal, duct board or flexible duct must not be used to convey conditioned air. Building cavities and support platforms may contain ducts, ducts installed in these spaces must not be compressed.
§ 150.0(m)2:	**Factory-Fabricated Duct Systems.** Factory-fabricated duct systems must comply with applicable requirements for duct construction, connections, and closures; joints and seams of duct systems and their components must not be sealed with cloth back rubber adhesive duct tapes unless such tape is used in combination with mastic and draw bands.
§ 150.0(m)3	**Field-Fabricated Duct Systems.** Field-fabricated duct systems must comply with applicable requirements for: pressure-sensitive tapes, mastics, sealants, and other requirements specified for duct construction.
§ 150.0(m)7:	**Backdraft Damper.** Fan systems that exchange air between the conditioned space and outdoors must have backdraft or automatic dampers.
§ 150.0(m)9:	**Gravity Ventilation Dampers.** Gravity ventilating systems serving conditioned space must have either automatic or readily accessible, manually operated dampers in all openings to the outside, except combustion inlet and outlet air openings and elevator shaft vents.
§ 150.0(m)9:	**Protection of Insulation.** Insulation must be protected from damage due tosunlight, moisture, equipment maintenance, and wind. Insulation exposed to weather must be suitable for outdoor service (e.g., protected by aluminum, sheet metal, painted canvas, or plastic cover). Cellular foam insulation must be protected as above or painted with a water retardent and solar radiation-resistent coating.
§ 150.0(m)10:	**Porous Inner Core Flex Duct.** Porous inner cores of flex ducts must have a non-porous layer or air barrier between the inner core and outer vapor barrier.
§ 150.0(m)11:	**Duct System Sealing and Leakage Test.** When space conditioning systems use forced air duct systems to supply conditioned air to an occupiable space, the ducts must be sealed and duct leakage tested, as confirmed through field verification and diagnostic testing, in accordance with Reference Residential Appendix RA3.1.
§ 150.0(m)12:	**Air Filtration.** Space-conditioning systems with ducts exceeding 10 feet and the supply side of ventilation systems must have MERV 13 or equivalent filters. Filters for space conditioning systems must have a two inch depth or can be one inch if sized per Equation 150-D-A. Clean-filter pressure drop and labeling must meet the requirements in §150.0(m)12. Filters must be accessible for regular service. Filter racks or grilles must use gaskets, sealing, or other means to close gaps around the inserted filters to and prevents air from bypassing the filter. *

5/6/22

HVAC SYSTEM HEATING AND COOLING LOADS SUMMARY

Project Name: Morrissette-Rich ADU
Date: 7/25/2023
System Name: HVAC System
Floor Area: 300

ENGINEERING CHECKS

Number of Systems	1
Heating System	
Output per System	12,000
Total Output (Btuh)	12,000
Output (Btuh/sqft)	40.0
Cooling System	
Output per System	1
Total Output (Btuh)	1
Total Output (Tons)	0.0
Total Output (Btuh/sqft)	0.0
Total Output (sqft/Ton)	3,600,000.0
Air System	
CFM per System	0
Airflow (cfm)	0
Airflow (cfm/sqft)	0.00
Airflow (cfm/Ton)	0.0
Outside Air (%)	0.0%
Outside Air (cfm/sqft)	0.00

SYSTEM LOAD

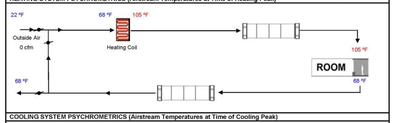
	COIL COOLING PEAK			COIL HTG. PEAK	
	CFM	Sensible	Latent	CFM	Sensible
Total Room Loads	203	4,348	109	173	6,876
Return Vented Lighting		0			0
Return Air Ducts		0			0
Return Fan		0			0
Ventilation	0	0	0	0	0
Supply Fan		0			0
Supply Air Ducts		0			0
TOTAL SYSTEM LOAD		4,348	109		6,876

HVAC EQUIPMENT SELECTION

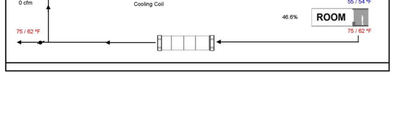
Standard Heat Pump	1	0	6,689
Total Adjusted System Output (Adjusted for Peak Design conditions)	1	0	6,689
TIME OF SYSTEM PEAK	Aug 3 PM		Jan 1 AM

Note: values above given at AIR conditions

HEATING SYSTEM PSYCHROMETRICS (Airstream Temperatures at Time of Heating Peak)



COOLING SYSTEM PSYCHROMETRICS (Airstream Temperatures at Time of Cooling Peak)



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CERTIFIED ENERGY ANALYST
CEA
Roy Nicolas Asi
R19-21-30085

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APN: 009-270-031

REVISIONS:

REV	DESCRIPTION	DATE

DRAWN BY: J.G.
DATE: 07/26/23
Justus George

TITLE 24 DOCUMENTATION

EN1.0

GENERAL INFORMATION					
01	**Project Name**	Morrissette-Rich ADU			
02	**Run Title**	Title 24 Analysis			
03	**Project Location**	1520 Pine Street			
04	**City**	St. Helena	05	**Standards Version**	2022
06	**Zip code**	94574	07	**Software Version**	EnergyPro 9.1
08	**Climate Zone**	2	09	**Front Orientation (deg/ Cardinal)**	135
10	**Building Type**	Single family	11	**Number of Dwelling Units**	1
12	**Project Scope**	Newly Constructed	13	**Number of Bedrooms**	1
14	**Addition Cond. Floor Area (ft²)**	0	15	**Number of Stories**	1
16	**Existing Cond. Floor Area (ft²)**	n/a	17	**Fenestration Average U-factor**	0.3
18	**Total Cond. Floor Area (ft²)**	300	19	**Glazing Percentage (%)**	32.14%
20	**ADU Bedroom Count**	n/a			

COMPLIANCE RESULTS	
01	**Building Complies with Computer Performance**
02	**This building incorporates features that require field testing and/or verification by a certified HERS rater under the supervision of a CEC-approved HERS provider.**
03	**This building incorporates one or more Special Features shown below**

ENERGY DESIGN RATINGS						
	Energy Design Ratings			Compliance Margins		
	Source Energy (EDR1)	Efficiency[1] EDR (EDR2efficiency)	Total[2] EDR (EDR2total)	Source Energy (EDR1)	Efficiency[3] EDR (EDR2efficiency)	Total[2] EDR (EDR2total)
Standard Design	47.2	75.4	85.3			
Proposed Design	45.7	75	85.1	1.5	0.4	0.2
RESULT[3]: PASS						

[1]Efficiency EDR includes improvements like a better building envelope and more efficient equipment
[2]Total EDR includes efficiency and demand response measures such as photovoltaic (PV) system and batteries
[3]Building complies when source energy, efficiency and total compliance margins are greater than or equal to zero and unmet load hour limits are not exceeded

- Standard Design PV Capacity: 0.00 kWdc
- PV System(s) removed due to Reduced PV Requirement of 0 kWdc

ENERGY USE SUMMARY						
Energy Use	**Standard Design Source Energy (EDR1) (kBtu/ft²-yr)**	**Standard Design TDV Energy (EDR2) (kTDV/ft²-yr)**	**Proposed Design Source Energy (EDR1) (kBtu/ft²-yr)**	**Proposed Design TDV Energy (EDR2) (kTDV/ft²-yr)**	**Compliance Margin (EDR1)**	**Compliance Margin (EDR2)**
Space Heating	4.32	19.01	3.16	23.83	1.16	-4.82
Space Cooling	0.88	37.58	0.68	31.45	0.2	6.13
IAQ Ventilation	0.61	6.55	0.61	6.55	0	0
Water Heating	14.47	176.7	14.47	176.7	0	0
Self Utilization/Flexibility Credit				0		0
Efficiency Compliance Total	**20.28**	**239.84**	**18.92**	**238.53**	**1.36**	**1.31**
Photovoltaics	0	0	0	0		
Battery			0	0		
Flexibility						
Indoor Lighting	1.58	15.8	1.58	15.8		
Appl. & Cooking	11.41	148.61	11.39	148.44		
Plug Loads	11.98	125.14	11.98	125.14		
Outdoor Lighting	0.26	2.39	0.26	2.39		
TOTAL COMPLIANCE	**45.51**	**531.78**	**44.13**	**530.3**		

ENERGY USE INTENSITY				
	Standard Design (kBtu/ft² - yr)	**Proposed Design (kBtu/ft² - yr)**	**Compliance Margin (kBtu/ft² - yr)**	**Margin Percentage**
Gross EUI[1]	63.88	61.69	2.19	3.43
Net EUI[2]	63.88	61.69	2.19	3.43

Notes
1. Gross EUI is Energy Use Total (not including PV) / Total Building Area.
2. Net EUI is Energy Use Total (including PV) / Total Building Area.

REQUIRED PV SYSTEMS											
01	02	03	04	05	06	07	08	09	10	11	12
DC System Size (kWdc)	**Exception**	**Module Type**	**Array Type**	**Power Electronics**	**CFI**	**Azimuth (deg)**	**Tilt Input**	**Array Angle (deg)**	**Tilt: (x in 12)**	**Inverter Eff. (%)**	**Annual Solar Access (%)**
0		Standard (14-17%)	Fixed	none	true	n/a	n/a	n/a	n/a	n/a	

REQUIRED SPECIAL FEATURES
The following are features that must be installed as condition for meeting the modeled energy performance for this computer analysis.
• PV exception 2: No PV required when minimum PV size (Section 150.1(c)14) < 1.8 kWdc (0 kW)
• Variable capacity heat pump compliance option (verification details from VCHP Staff report, Appendix B, and RA3)
• Electric water heater exception - Exception 2 to Section 150.1(c)8
• Point of use

HERS FEATURE SUMMARY
The following is a summary of the features that must be field-verified by a certified HERS Rater as a condition for meeting the modeled energy performance for this computer analysis. Additional detail is provided in the building tables below. Registered CF2Rs and CF3Rs are required to be completed in the HERS Registry
• Quality insulation installation (QII)
• Indoor air quality ventilation
• Kitchen range hood
• Verified EER/EER2
• Verified SEER/SEER2
• Verified Refrigerant Charge
• Airflow in habitable rooms (SC3.1.4.1.7)
• Verified HSPF2
• Verified heat pump rated heating capacity
• Wall-mounted thermostat in zones greater than 150 ft2 (SC3.4.5)
• Ductless indoor units located entirely in conditioned space (SC3.1.4.1.8)

BUILDING - FEATURES INFORMATION						
01	02	03	04	05	06	07
Project Name	**Conditioned Floor Area (ft²)**	**Number of Dwelling Units**	**Number of Bedrooms**	**Number of Zones**	**Number of Ventilation Cooling Systems**	**Number of Water Heating Systems**
Morrissette-Rich ADU	300	1	1	1	0	1

ZONE INFORMATION						
01	02	03	04	05	06	07
Zone Name	**Zone Type**	**HVAC System Name**	**Zone Floor Area (ft²)**	**Avg. Ceiling Height**	**Water Heating System 1**	**Status**
ADU Zone	Conditioned	HVAC System1	300	9	DHW Sys 1	New

OPAQUE SURFACES							
01	02	03	04	05	06	07	08
Name	**Zone**	**Construction**	**Azimuth**	**Orientation**	**Gross Area (ft²)**	**Window and Door Area (ft2)**	**Tilt (deg)**
Right (NE Wall)	ADU Zone	R-21 Wall	45	Right	108	29.75	90
Rear (NW Wall)	ADU Zone	R-21 Wall	315	Back	225	0	90
Left (SW Wall)	ADU Zone	R-21 Wall	225	Left	108	13.34	90

OPAQUE SURFACES							
01	02	03	04	05	06	07	08
Name	**Zone**	**Construction**	**Azimuth**	**Orientation**	**Gross Area (ft²)**	**Window and Door Area (ft2)**	**Tilt (deg)**
Front (SE Wall)	ADU Zone	R-21 Wall	135	Front	225	53.34	90
Roof Attic	ADU Zone	R-38 Roof Attic	n/a	n/a	300	n/a	n/a

ATTIC							
01	02	03	04	05	06	07	08
Name	**Construction**	**Type**	**Roof Rise (x in 12)**	**Roof Reflectance**	**Roof Emittance**	**Radiant Barrier**	**Cool Roof**
Attic ADU Zone	Attic RoofADU Zone	Ventilated	3	0.1	0.85	No	No

FENESTRATION / GLAZING													
01	02	03	04	05	06	07	08	09	10	11	12	13	14
Name	**Type**	**Surface**	**Orientation**	**Azimuth**	**Width (ft)**	**Height (ft)**	**Mult.**	**Area (ft²)**	**U-factor**	**U-factor Source**	**SHGC**	**SHGC Source**	**Exterior Shading**
Window 01 1930	Window	Right (NE Wall)	Right	45			1	5.25	0.3	NFRC	0.23	NFRC	Bug Screen
Door 03 3068	Window	Right (NE Wall)	Right	45			1	20	0.3	NFRC	0.23	NFRC	Bug Screen
Window 02 3016	Window	Right (NE Wall)	Right	45			1	4.5	0.3	NFRC	0.23	NFRC	Bug Screen
Window 03 5028	Window	Left (SW Wall)	Left	225			1	13.34	0.3	NFRC	0.23	NFRC	Bug Screen
Door 05 8068	Window	Front (SE Wall)	Front	135			1	53.34	0.3	NFRC	0.23	NFRC	Bug Screen

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REVISIONS:

REV	DESCRIPTION	DATE

DRAWN BY: J.G.
DATE: 07/26/23
Justeus George

TITLE 24 DOCUMENTATION

EN1.1

SLAB FLOORS

01	02	03	04	05	06	07	08
Name	Zone	Area (ft^2)	Perimeter (ft)	Edge Insul. R-value and Depth	Edge Insul. R-value and Depth	Carpeted Fraction	Heated
Slab-on-Grade	ADU Zone	300	75	none	0	80%	No

OPAQUE SURFACE CONSTRUCTIONS

01	02	03	04	05	06	07	08
Construction Name	Surface Type	Construction Type	Framing	Total Cavity R-value	Interior / Exterior Continuous R-value	U-factor	Assembly Layers
R-21 Wall	Exterior Walls	Wood Framed Wall	2x6 @ 16 in. O. C.	R-21	None / None	0.069	Inside Finish: Gypsum Board Cavity / Frame: R-21 / 2x6 Exterior Finish: 3 Coat Stucco
Attic RoofADU Zone	Attic Roofs	Wood Framed Ceiling	2x4 @ 24 in. O. C.	R-0	None / 0	0.644	Roofing: Light Roof (Asphalt Shingle) Roof Deck: Wood Siding/sheathing/decking Cavity / Frame: no Insul. / 2x4
R-38 Roof Attic	Ceilings (below attic)	Wood Framed Ceiling	2x4 @ 24 in. O. C.	R-38	None / None	0.025	Over Ceiling Joists: R-28.9 insul. Cavity / Frame: R-9.1 / 2x4 Inside Finish: Gypsum Board

BUILDING ENVELOPE - HERS VERIFICATION

01	02	03	04	05
Quality Insulation Installation (QII)	High R-value Spray Foam Insulation	Building Envelope Air Leakage	CFM50	CFM50
Required	Not Required	N/A	n/a	n/a

WATER HEATING SYSTEMS

01	02	03	04	05	06	07	08	09
Name	System Type	Distribution Type	Water Heater Name	Number of Units	Solar Heating System	Compact Distribution	HERS Verification	Water Heater Name (#)
DHW Sys 1	Domestic Hot Water (DHW)	Point of Use	DHW Heater 1	1	n/a	None	n/a	DHW Heater 1 (1)

WATER HEATERS

01	02	03	04	05	06	07	08	09	10	11	12	13
Name	Heating Element Type	Tank Type	# of Units	Tank Vol. (gal)	Heating Efficiency Type	Efficiency	Rated Input Type	Input Rating or Pilot	Tank Insulation R-value (int/Ext)	Standby Loss or Recovery Eff	1st Hr. Rating or Flow Rate	Tank Location
DHW Heater 1	Electric Resistance	Consumer Instantaneous	1	1	UEF	0.94	kW	12	0	99	8	

WATER HEATING - HERS VERIFICATION

01	02	03	04	05	06	07
Name	Pipe Insulation	Parallel Piping	Compact Distribution	Compact Distribution Type	Recirculation Control	Shower Drain Water Heat Recovery
DHW Sys 1 - 1/1	Not Required	Not Required	Not Required	None	Not Required	Not Required

SPACE CONDITIONING SYSTEMS

01	02	03	04	05	06	07	08	09
Name	System Type	Heating Unit Name	Heating Equipment Count	Cooling Unit Name	Cooling Equipment Count	Fan Name	Distribution Name	Required Thermostat Type
HVAC System1	Heat pump heating cooling	Heat Pump System 1	1	Heat Pump System 1	1	n/a	n/a	Setback

HVAC - HEAT PUMPS

01	02	03	04	05	06	07	08	09	10	11	12	13
Name	System Type	Number of Units	Heating				Cooling			Zonally Controlled	Compressor Type	HERS Verification
			Efficiency Type	HSPF / HSPF2 / COP	Cap 47	Cap 17	Efficiency Type	SEER / SEER2	EER / EER / CEER			
Heat Pump System 1	VCHP-ductless	1	HSPF2	8.8	12000	8000	EER2SEER2	15	12.2	Not Zonal	Single Speed	Heat Pump System 1-hers-htpump

HVAC HEAT PUMPS - HERS VERIFICATION

01	02	03	04	05	06	07	08	09
Name	Verified Airflow	Airflow Target	Verified EER/EER2	Verified SEER/SEER2	Verified Refrigerant Charge	Verified HSPF/HSPF2	Verified Heating Cap 47	Verified Heating Cap 17
Heat Pump System 1-hers-htpump	Not Required	0	Required	Required	Yes	Yes	Yes	Yes

VARIABLE CAPACITY HEAT PUMP COMPLIANCE OPTION - HERS VERIFICATION

01	02	03	04	05	06	07	08	09	10
Name	Certified Low-Static VCHP System	Airflow to Habitable Rooms	Ductless Units in Conditioned Space	Wall Mount Thermostat	Air Filter Sizing & Pressure Drop Rating	Low Leakage Ducts in Conditioned Space	Minimum Airflow per RA3.3 and SC3.3.3.4.1	Certified non-continuous Fan	Indoor Fan not Running Continuously
Heat Pump System 1	Not required	Required	Required	Required	Not required	Not required	Not required	Not required	Not required

INDOOR AIR QUALITY (IAQ) FANS

01	02	03	04	05	06	07	08	09
Dwelling Unit	Airflow (CFM)	Fan Efficacy (W/CFM)	IAQ Fan Type	Includes Heat/Energy Recovery?	IAQ Recovery Effectiveness - SRE	Includes Fault Indicator Display?	HERS Verification	Status
SFam IAQVentRpt	24	0.35	Exhaust	No	n/a	No	Yes	

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I, I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Roy Nicolas Asi	Documentation Author Signature: Roy Nicolas Asi
Company: Delta T Energy	Signature Date: 07/26/2023
Address: 4775 Sonoma Hwy 12	CEA/ HERS Certification Identification (If applicable): R19-21-30085
City/State/Zip: Santa Rosa, CA 95409	Phone: (707) 827-0233

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design identified on this Certificate of Compliance.
2. I certify that the energy features and performance specifications identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
3. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.

Responsible Designer Name: Edwin Cruz-Larios	Responsible Designer Signature: Edwin Cruz-Larios
Company: Humanity Home & Cabinetry	Date Signed: 07/26/2023
Address: 799 Piner Rd	License:
City/State/Zip: Santa Rosa, CA 95403	Phone: 707-595-5046

Digitally signed by California Home Energy Efficiency Rating Services (CHEERS). This digital signature is provided in order to secure the content of this registered document, and in no way implies Registration Provider responsibility for the accuracy of the information.

Delta T Energy
Green by Design
4775 SONOMA HWY. 12
SANTA ROSA, CA 95409
deltaTenergyconsulting.com
(707) 827-0233

Roy Nicolas Asi
R19-21-30085

MORRISSETTE-RICH ADU
1520 PINE ST, ST HELENA, CA 95472
APN: 009-270-031

REVISIONS:

REV	DESCRIPTION	DATE

DRAWN BY: J.G.
DATE: 07/26/23
Justus George

TITLE 24 DOCUMENTATION

EN1.2

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 1 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

Y	N/A	RESPON. PARTY

CHAPTER 3
GREEN BUILDING
SECTION 301 GENERAL

301.1 SCOPE. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.1.1 Additions and alterations. [HCD] The mandatory provisions of Chapter 4 shall be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and/or within the specific area of the addition or alteration.

The mandatory provision of Section 4.106.4.2 may apply to additions or alterations of existing parking facilities or the addition of new parking facilities serving existing multifamily buildings. See Section 4.106.4.3 for application.

Note: Repairs including, but not limited to, resurfacing, restriping and repairing or maintaining existing lighting fixtures are not considered alterations for the purpose of this section.

Note: On and after January 1, 2014, residential buildings undergoing permitted alterations, additions, or improvements shall replace noncompliant plumbing fixtures with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

301.2 LOW-RISE AND HIGH-RISE RESIDENTIAL BUILDINGS. [HCD] The provisions of individual sections of CALGreen may apply to either low-rise residential buildings high-rise residential buildings, or both. Individual sections will be designated by banners to indicate where the section applies specifically to low-rise only (LR) or high-rise only (HR). When the section applies to both low-rise and high-rise buildings, no banner will be used.

SECTION 302 MIXED OCCUPANCY BUILDINGS

302.1 MIXED OCCUPANCY BUILDINGS. In mixed occupancy buildings, each portion of a building shall comply with the specific green building measures applicable to each specific occupancy.

Exceptions:
1. [HCD] Accessory structures and accessory occupancies serving residential buildings shall comply with Chapter 4 and Appendix A4, as applicable.
2. [HCD] For purposes of CALGreen, live/work units, complying with Section 419 of the *California Building Code*, shall not be considered mixed occupancies. Live/Work units shall comply with Chapter 4 and Appendix A4, as applicable.

DIVISION 4.1 PLANNING AND DESIGN

ABBREVIATION DEFINITIONS:

HCD	Department of Housing and Community Development
BSC	California Building Standards Commission
DSA-SS	Division of the State Architect, Structural Safety
OSHPD	Office of Statewide Health Planning and Development
LR	Low Rise
HR	High Rise
AA	Additions and Alterations
N	New

CHAPTER 4
RESIDENTIAL MANDATORY MEASURES

SECTION 4.102 DEFINITIONS

4.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

FRENCH DRAIN. A trench, hole or other depressed area loosely filled with rock, gravel, fragments of brick or similar pervious material used to collect or channel drainage or runoff water.

WATTLES. Wattles are used to reduce sediment in runoff. Wattles are often constructed of natural plant materials such as hay, straw or similar material shaped in the form of tubes and placed on a downflow slope. Wattles are also used for perimeter and inlet controls.

4.106 SITE DEVELOPMENT

4.106.1 GENERAL. Preservation and use of available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section.

4.106.2 STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION. Projects which disturb less than one acre of soil and are not part of a larger common plan of development which in total disturbs one acre or more, shall manage storm water drainage during construction. In order to manage storm water drainage during construction, one or more of the following measures shall be implemented to prevent flooding of adjacent property, prevent erosion and retain soil runoff on the site.

1. Retention basins of sufficient size shall be utilized to retain storm water on the site.
2. Where storm water is conveyed to a public drainage system, collection point, gutter or similar disposal method, water shall be filtered by use of a barrier system, wattle or other method approved by the enforcing agency.
3. Compliance with a lawfully enacted storm water management ordinance.

Note: Refer to the State Water Resources Control Board for projects which disturb one acre or more of soil, or are part of a larger common plan of development which in total disturbs one acre or more of soil.

(Website: https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.html)

4.106.3 GRADING AND PAVING. Construction plans shall indicate how the site grading or drainage system will manage all surface water flows to keep water from entering buildings. Examples of methods to manage surface water include, but are not limited to, the following:

1. Swales
2. Water collection and disposal systems
3. French drains
4. Water retention gardens
5. Other water measures which keep surface water away from buildings and aid in groundwater recharge.

Exception: Additions and alterations not altering the drainage path.

4.106.4 Electric vehicle (EV) charging for new construction. New construction shall comply with Sections 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code, Article 625.*

Exceptions:
1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
   1.1 Where there is no local utility power supply or the local utility is unable to supply adequate power.
   1.2 Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may adversely impact the construction cost of the project.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

4.106.4.1 New one- and two-family dwellings and townhouses with attached private garages. For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere 208/240-volt minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exemption: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the proposed location of an EV charger at the time of original construction in accordance with the *California Electrical Code*.

4.106.4.1.1 Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

4.106.4.2 New multifamily dwellings, hotels and motels and new residential parking facilities.
When parking is provided, parking spaces for new multifamily dwellings, hotels and motels shall meet the requirements of Sections 4.106.4.2.1 and 4.106.4.2.2. Calculations for spaces shall be rounded up to the nearest whole number. A parking space served by electric vehicle supply equipment or designed as a future EV charging space shall count as at least one standard automobile parking space only for the purpose of complying with any applicable minimum parking space requirements established by a local jurisdiction. See Vehicle Code Section 22511.2 for further details.

4.106.4.2.1Multifamily development projects with less than 20 dwelling units; and hotels and motels with less than 20 sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exceptions:

1.When EV chargers (Level 2 EVSE) are installed in a number equal to or greater than the required number of EV capable spaces.

2.When EV chargers (Level 2 EVSE) are installed in a number less than the required number of EV capable spaces, the number of EV capable spaces required may be reduced by a number equal to the number of EV chargers installed.

Notes:

a.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit if not more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

4.106.4.2.2 Multifamily development projects with 20 or more dwelling units, hotels and motels with 20 or more sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exception: When EV chargers (Level 2 EVSE) are installed in a number greater than five (5) percent of parking spaces required by Section 4.106.4.2.2, Item 3, the number of EVE capable spaces required may be reduced by a number equal to the number of EV chargers installed over the five (5) percent required.

Notes:

a.Construction documents shall show locations of future EV spaces.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit when more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

3.EV Chargers. Five (5) percent of the total number of parking spaces shall be equipped with Level 2 EVSE. Where common use parking is provided, at least one EV charger shall be located in the common use parking area and shall be available for use by all residents or guests.

When low power Level 2 EV charging receptacles or Level 2 EVSE are installed beyond the minimum required, an automatic load management system (ALMS) may be used to reduce the maximum required electrical capacity to each space served by the ALMS. The electrical system and any on-site distribution transformers shall have sufficient capacity to deliver at least 3.3 kW simultaneously to each EV charging station (EVCS) served by the ALMS. The branch circuit shall have a minimum capacity of 40 amperes, and installed EVSE shall have a capacity of not less than 30 amperes. ALMS shall not be used to reduce the minimum required electrical capacity to the required EV capable spaces.

4.106.4.2.2.1 Electric vehicle charging stations (EVCS).
Electric vehicle charging stations required by Section 4.106.4.2.2, Item 3, shall comply with Section 4.106.4.2.2.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See California Building Code, Chapter 11B, for applicable requirements.

4.106.4.2.2.1.1 Location.
EVCS shall comply with at least one of the following options:

1.The charging space shall be located adjacent to an accessible parking space meeting the requirements of the California Building Code, Chapter 11A, to allow use of the EV charger from the accessible parking space.

2.The charging space shall be located on an accessible route, as defined in the California Building Code, Chapter 2, to the building.

Exception: Electric vehicle charging stations designed and constructed in compliance with the California Building Code, Chapter 11B, are not required to comply with Section 4.106.4.2.2.1.1 and Section 4.106.4.2.2.1.2, Item 3.

4.106.4.2.2.1.2 Electric vehicle charging stations (EVCS) dimensions.
The charging spaces shall be designed to comply with the following:

1.The minimum length of each EV space shall be 18 feet (5486 mm).

2.The minimum width of each EV space shall be 9 feet (2743 mm).

3.One in every 25 charging spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).

a.Surface slope for this EV space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.

4.106.4.2.2.1.3 Accessible EV spaces.
In addition to the requirements in Sections 4.106.4.2.2.1.1 and 4.106.4.2.2.1.2, all EVSE, when installed, shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B. EV ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A.

4.106.4.2.3 EV space requirements.
1.Single EV space required. Install a listed raceway capable of accommodating a 208/240-volt dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the location or the proposed location of the EV space. Construction documents shall identify the raceway termination point, receptacle or charger location, as applicable. The service panel and/ or subpanel shall have a 40-ampere minimum dedicated branch circuit, including branch circuit overcurrent protective device installed, or space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exception: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space, at the time of original construction in accordance with the California Electrical Code.

2.Multiple EV spaces required. Construction documents shall indicate the raceway termination point and the location of installed or future EV spaces, receptacles or EV chargers. Construction documents shall also provide information on amperage of installed or future receptacles or EVSE, raceway method(s), wiring schematics and electrical load calculations. Plan design shall be based upon a 40-ampere minimum branch circuit. Required raceways and related components that are planned to be installed underground, enclosed, inaccessible or in concealed areas and spaces shall be installed at the time of original construction.

Exception: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space at the time of original construction in accordance with the California Electrical Code.

4.106.4.2.4 Identification.
The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

4.106.4.2.5 Electric Vehicle Ready Space Signage.
Electric vehicle ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings.
When new parking facilities are added, or electrical systems or lighting of existing parking facilities are added or altered and the work requires a building permit, ten (10) percent of the total number of parking spaces added or altered shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE.

Notes:

1.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

2.There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.

DIVISION 4.2 ENERGY EFFICIENCY

4.201 GENERAL
4.201.1 SCOPE. For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards.

DIVISION 4.3 WATER EFFICIENCY AND CONDUCTION

4.303 INDOOR WATER USE
4.303.1 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the sections 4.303.1.1, 4.303.1.2, 4.303.1.3, and 4.303.4.4.

Note: All nonoppliant plumbing fixtures in any residential real property shall be replaced with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy, or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

4.303.1.1 Water Closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets.

Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush.

4.303.1.2 Urinals. The effective flush volume of wall mounted urinals shall not exceed 0.125 gallons per flush. The effective flush volume of all other urinals shall not exceed 0.5 gallons per flush.

4.303.1.3 Showerheads.

4.303.1.3.1 Single Showerhead. Showerheads shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.

4.303.1.3.2 Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi, or the shower shall be designed to only allow one shower outlet to be in operation at a time.

Note: A hand-held shower shall be considered a showerhead.

4.303.1.4 Faucets.

4.303.1.4.1 Residential Lavatory Faucets. The maximum flow rate of residential lavatory faucets shall not exceed 1.2 gallons per minute at 60 psi. The minimum flow rate of residential lavatory faucets shall not be less than 0.8 gallons per minute at 20 psi.

4.303.1.4.2 Lavatory Faucets in Common and Public Use Areas. The maximum flow rate of lavatory faucets installed in common and public use areas (outside of dwellings or sleeping units) in residential buildings shall not exceed 0.5 gallons per minute at 60 psi.

4.303.1.4.3 Metering Faucets. Metering faucets when installed in residential buildings shall not deliver more than 0.2 gallons per cycle.

4.303.1.4.4 Kitchen Faucets. The maximum flow rate of kitchen faucets shall not exceed 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.

Note: Where complying faucets are unavailable, aerators or other means may be used to achieve reduction.

4.303.1.4.5 Pre-rinse spray valves.
When installed, shall meet the requirements in the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations), Sections 1605.1 (h)(4) Table H-2, Section 1605.3 (h)(4)(A), and Section 1607 (d)(7) and shall be equipped with an integral automatic shutoff.

FOR REFERENCE ONLY: The following table and code section have been reprinted from the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations),Section 1605.1 (h)(4) and Section 1605.3 (h)(4)(A).

TABLE H-2

STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019

PRODUCT CLASS [spray force in ounce force (ozf)]	MAXIMUM FLOW RATE (gpm)
Product Class 1 (≤ 5.0 ozf)	1.00
Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20
Product Class 3 (> 8.0 ozf)	1.28

Title 20 Section 1605.3 (h)(4)(A) Commercial prerinse spray valves manufactured on or after January 1, 2006, shall have a minimum spray force of not less than 4.0 ounces-force (ozf)[113 grams-force(gf)]

4.303.2 Submeters for multifamily buildings and dwelling units in mixed-used residential/commercial buildings.
Submeters shall be installed to measure water usage of individual rental dwelling units in accordance with the *California Plumbing Code*.

4.303.3 Standards for plumbing fixtures and fittings. Plumbing fixtures and fittings shall be installed in accordance with the *California Plumbing Code*, and shall meet the applicable standards referenced in Table 1701.1 of the *California Plumbing Code*.

NOTE:
THIS TABLE COMPILES THE DATA IN SECTION 4.303.1, AND IS INCLUDED AS A CONVENIENCE FOR THE USER

TABLE - MAXIMUM FIXTURE WATER USE

FIXTURE TYPE	FLOW RATE
SHOWER HEADS (RESIDENTIAL)	1.8 GMP @ 80 PSI
LAVATORY FAUCETS (RESIDENTIAL)	MAX. 1.2 GPM @ 60 PSI MIN. 0.8 GPM @ 20 PSI
LAVATORY FAUCETS IN COMMON & PUBLIC USE AREAS	0.5 GPM @ 60 PSI
KITCHEN FAUCETS	1.8 GPM @ 60 PSI
METERING FAUCETS	0.2 GAL/CYCLE
WATER CLOSET	1.28 GAL/FLUSH
URINALS	0.125 GAL/FLUSH

4.304 OUTDOOR WATER USE
4.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. Residential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.

NOTES:

1. The Model Water Efficient Landscape Ordinance (MWELO) is located in the *California Code Regulations*, Title 23, Chapter 2.7, Division 2. MWELO and supporting documents, including water budget calculator, are available at: *https://www.water.ca.gov/*

DIVISION 4.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

4.406 ENHANCED DURABILITY AND REDUCED MAINTENANCE
4.406.1 RODENT PROOFING. Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or a similar method acceptable to the enforcing agency.

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING
4.408.1 CONSTRUCTION WASTE MANAGEMENT. Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with either Section 4.408.2, 4.408.3 or 4.408.4, or meet a more stringent local construction and demolition waste management ordinance.

Exceptions:

1. Excavated soil and land-clearing debris.
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist or are not located reasonably close to the jobsite.
3. The enforcing agency may make exceptions to the requirements of this section when isolated jobsites are located in areas beyond the haul boundaries of the diversion facility.

4.408.2 CONSTRUCTION WASTE MANAGEMENT PLAN. Submit a construction waste management plan in conformance with Items 1 through 5. The construction waste management plan shall be updated as necessary and shall be available during construction for examination by the enforcing agency.

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
3. Identify diversion facilities where the construction and demolition waste material collected will be taken.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

4.408.3 WASTE MANAGEMENT COMPANY. Utilize a waste management company, approved by the enforcing agency, which can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with Section 4.408.1.

Note: The owner or contractor may make the determination if the construction and demolition waste materials will be diverted by a waste management company.

4.408.4 WASTE STREAM REDUCTION ALTERNATIVE [LR]. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 3.4 lbs./sq.ft. of the building area shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 2 pounds per square foot of the building area, shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.5 DOCUMENTATION. Documentation shall be provided to the enforcing agency which demonstrates compliance with Section 4.408.2, items 1 through 5, Section 4.408.3 or Section 4.408.4.

Notes:

1. Sample forms found in "A Guide to the California Green Building Standards Code (Residential)" located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance with this section.
2. Mixed construction and demolition debris (C & D) processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

4.410 BUILDING MAINTENANCE AND OPERATION
4.410.1 OPERATION AND MAINTENANCE MANUAL. At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency which includes all of the following shall be placed in the building:

1. Directions to the owner or occupant that the manual shall remain with the building throughout the life cycle of the structure.
2. Operation and maintenance instructions for the following:
   a. Equipment and appliances, including water-saving devices and systems, HVAC systems, photovoltaic systems, electric vehicle chargers, water-heating systems and other major appliances and equipment.
   b. Roof and yard drainage, including gutters and downspouts
   c. Space conditioning systems, including condensers and air filters.
   d. Landscape irrigation systems.
   e. Water reuse systems.
3. Information from local utility, water and waste recovery providers on methods to further reduce resource consumption, including recycle programs and locations.
4. Public transportation and/or carpool options available in the area.
5. Educational material on the positive impacts of an interior relative humidity between 30-60 percent and what methods an occupant may use to maintain the relative humidity level in that range.
6. Information about water-conserving landscape and irrigation design and controllers which conserve water.
7. Instructions for maintaining gutters and downspouts and the importance of diverting water at least 5 feet away from the foundation.
8. Information on required routine maintenance measures, including, but not limited to, caulking, painting, grading around the building, etc.
9. Information about state solar energy and incentive programs available.
10. A copy of all special inspections verifications required by the enforcing agency or this code.
11. Information from the Department of Forestry and Fire Protection on maintenance of defensible space around residential structures.
12. Information and/or drawings identifying the location of grab bar reinforcements.

4.410.2 RECYCLING BY OCCUPANTS. Where 5 or more multifamily dwelling units are constructed on a building site, provide readily accessible area(s) that serves all buildings on the site and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waster, and metals, or meet a lawfully enacted local recycling ordinance, if more restrictive.

Exception: Rural jurisdictions that meet and apply for the exemption in Public Resources Code Section 42649.82 (a)(2)(A) et seq are note required to comply with the organic waste portion of this section.

DIVISION 4.5 ENVIRONMENTAL QUALITY

SECTION 4.501 GENERAL
4.501.1 Scope
The provisions of this chapter shall outline means of reducing the quality of air contaminants that are odorous, irritating and/or harmful to the comfort and well being of a building's installers, occupants and neighbors.

SECTION 4.502 DEFINITIONS
5.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

AGRIFIBER PRODUCTS. Agrifiber products include wheatboard, strawboard, panel substrates and door cores, not including furniture, fixtures and equipment (FF&E) not considered base building elements.

COMPOSITE WOOD PRODUCTS. Composite wood products include hardwood plywood, particleboard and medium density fiberboard. "Composite wood products" does not include hardboard, structural plywood, structural panels, structural composite lumber, oriented strand board, glued laminated timber, prefabricated wood I-joists or finger-jointed lumber, all as specified in California Code of regulations (CCR), title 17, Section 93120.1.

DIRECT-VENT APPLIANCE. A fuel-burning appliance with a sealed combustion system that draws all air for combustion from the outside atmosphere and discharges all flue gases to the outside atmosphere.

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1520 PINE ST, ST HELENA, CA 95472
APN: 009-270-031

REVISIONS:

REV	DESCRIPTION	DATE

DRAWN BY: J.G.
DATE: 07/26/23
Justus George

CALGREEN CHECKLIST

CG1.0

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 2 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

MAXIMUM INCREMENTAL REACTIVITY (MIR). The maximum change in weight of ozone formed by adding a compound to the "Base Reactive Organic Gas (ROG) Mixture" per weight of compound added, expressed to hundredths of a gram (g O³/g ROC).
Note: MIR values for individual compounds and hydrocarbon solvents are specified in CCR, Title 17, Sections 94700 and 94701.

MOISTURE CONTENT. The weight of the water in wood expressed in percentage of the weight of the oven-dry wood.

PRODUCT-WEIGHTED MIR (PWMIR). The sum of all weighted-MIR for all ingredients in a product subject to this article. The PWMIR is the total product reactivity expressed to hundredths of a gram of ozone formed per gram of product (excluding container and packaging).
Note: PWMIR is calculated according to equations found in CCR, Title 17, Section 94521 (a).

REACTIVE ORGANIC COMPOUND (ROC). Any compound that has the potential, once emitted, to contribute to ozone formation in the troposphere.

VOC. A volatile organic compound (VOC) broadly defined as a chemical compound based on carbon chains or rings with vapor pressures greater than 0.1 millimeters of mercury at room temperature. These compounds typically contain hydrogen and may contain oxygen, nitrogen and other elements. See CCR Title 17, Section 94508(a).

4.503 FIREPLACES

4.503.1 GENERAL. Any installed gas fireplace shall be a direct-vent sealed-combustion type. Any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances.

4.504 POLLUTANT CONTROL

4.504.1 COVERING OF DUCT OPENINGS & PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilating equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal or other methods acceptable to the enforcing agency to reduce the amount of water, dust or debris which may enter the system.

4.504.2 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with this section.

4.504.2.1 Adhesives, Sealants and Caulks. Adhesives, sealant and caulks used on the project shall meet the requirements of the following standards unless more stringent local or regional air pollution or air quality management district rules apply:

1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Table 4.504.1 or 4.504.2, as applicable. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products, as specified in Subsection 2 below.
2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than 1 pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of *California Code of Regulations*, Title 17, commencing with section 94507.

4.504.2.2 Paints and Coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Suggested Control Measure, as shown in Table 4.504.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 4.504.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in subsections 4.21, 4.36, and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 4.504.3 shall apply.

4.504.2.3 Aerosol Paints and Coatings. Aerosol paints and coatings shall meet the Product-weighted MIR Limits for ROC in Section 94522(a)(2) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(e)(1) and (f)(1) of *California Code of Regulations*, Title 17, commencing with Section 94520, and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8, Rule 49.

4.504.2.4 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:

1. Manufacturer's product specification.
2. Field verification of on-site product containers.

TABLE 4.504.1 - ADHESIVE VOC LIMIT[1,2]

(Less Water and Less Exempt Compounds in Grams per Liter)

ARCHITECTURAL APPLICATIONS	VOC LIMIT
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	60
SUBFLOOR ADHESIVES	50
CERAMIC TILE ADHESIVES	65
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVE	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT LISTED	50
SPECIALTY APPLICATIONS	
PVC WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	50
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.
2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

TABLE 4.504.2 - SEALANT VOC LIMIT

(Less Water and Less Exempt Compounds in Grams per Liter)

SEALANTS	VOC LIMIT
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALANT PRIMERS	
ARCHITECTURAL	
NON-POROUS	250
POROUS	775
MODIFIED BITUMINOUS	500
MARINE DECK	760
OTHER	750

TABLE 4.504.3 - VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS[2,3]

GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

COATING CATEGORY	VOC LIMIT
FLAT COATINGS	50
NON-FLAT COATINGS	100
NONFLAT-HIGH GLOSS COATINGS	150
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS[1]	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS
2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE.
3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

TABLE 4.504.5 - FORMALDEHYDE LIMITS[1]

MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD[2]	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIF. AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIF. CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.
2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16" (8 MM).

DIVISION 4.5 ENVIRONMENTAL QUALITY (continued)

4.504.3 CARPET SYSTEMS. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 4.504.1.

4.504.4 RESILIENT FLOORING SYSTEMS. Where resilient flooring is installed , at least 80% of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.5 COMPOSITE WOOD PRODUCTS. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections, as shown in Table 4.504.5

4.504.5.1 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:

1. Product certifications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269, European 636 3S standards, and Canadian CSA 0121, CSA 0151, CSA 0153 and CSA 0325 standards.
5. Other methods acceptable to the enforcing agency.

4.505 INTERIOR MOISTURE CONTROL

4.505.1 General. Buildings shall meet or exceed the provisions of the *California Building Standards Code*.

4.505.2 CONCRETE SLAB FOUNDATIONS. Concrete slab foundations required to have a vapor retarder by California Building Code, Chapter 19, or concrete slab-on-ground floors required to have a vapor retarder by the California Residential Code, Chapter 5, shall also comply with this section.

4.505.2.1 Capillary break. A capillary break shall be installed in compliance with at least one of the following:

1. A 4-inch (101.6 mm) thick base of 1/2 inch (12.7mm) or larger clean aggregate shall be provided with a vapor barrier in direct contact with concrete and a concrete mix design, which will address bleeding, shrinkage, and curling, shall be used. For additional information, see American Concrete Institute, ACI 302.2R-06.
2. Other equivalent methods approved by the enforcing agency.
3. A slab design specified by a licensed design professional.

4.505.3 MOISTURE CONTENT OF BUILDING MATERIALS. Building materials with visible signs of water damage shall not be installed. Wall and floor framing shall not be enclosed when the framing members exceed 19 percent moisture content. Moisture content shall be verified in compliance with the following:

1. Moisture content shall be determined with either a probe-type or contact-type moisture meter.Equivalent moisture verification methods may be approved by the enforcing agency and shall satisfy requirements found in Section 101.8 of this code.
2. Moisture readings shall be taken at a point 2 feet (610 mm) to 4 feet (1219 mm) from the grade stamped end of each piece verified.
3. At least three random moisture readings shall be performed on wall and floor framing with documentation acceptable to the enforcing agency provided at the time of approval to enclose the wall and floor framing.

Insulation products which are visibly wet or have a high moisture content shall be replaced or allowed to dry prior to enclosure in wall or floor cavities. Wet-applied insulation products shall follow the manufacturers' drying recommendations prior to enclosure.

4.506 INDOOR AIR QUALITY AND EXHAUST

4.506.1 Bathroom exhaust fans. Each bathroom shall be mechanically ventilated and shall comply with the following:

1. Fans shall be ENERGY STAR compliant and be ducted to terminate outside the building.
2. Unless functioning as a component of a whole house ventilation system, fans must be controlled by a humidity control.
   a. Humidity controls shall be capable of adjustment between a relative humidity range less than or equal to 50% to a maximum of 80%. A humidity control may utilize manual or automatic means of adjustment.
   b. A humidity control may be a separate component to the exhaust fan and is not required to be integral (i.e., built-in)

Notes:

1. For the purposes of this section, a bathroom is a room which contains a bathtub, shower or tub/shower combination.
2. Lighting integral to bathroom exhaust fans shall comply with the *California Energy Code*.

4.507 ENVIRONMENTAL COMFORT

4.507.2 HEATING AND AIR-CONDITIONING SYSTEM DESIGN. Heating and air conditioning systems shall be sized, designed and have their equipment selected using the following methods:

1. The heat loss and heat gain is established according to ANSI/ACCA 2 Manual J - 2011 (Residential Load Calculation), ASHRAE handbooks or other equivalent design software or methods.
2. Duct systems are sized according to ANSI/ACCA 1 Manual D - 2014 (Residential Duct Systems), ASHRAE handbooks or other equivalent design software or methods.
3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S - 2014 (Residential Equipment Selection), or other equivalent design software or methods.

Exception: Use of alternate design temperatures necessary to ensure the system functions are acceptable.

CHAPTER 7
INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS

702 QUALIFICATIONS

702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

1. State certified apprenticeship programs.
2. Public utility training programs.
3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
4. Programs sponsored by manufacturing organizations.
5. Other programs acceptable to the enforcing agency.

702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

1. Certification by a national or regional green building program or standard publisher.
2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
3. Successful completion of a third party apprentice training program in the appropriate trade.
4. Other programs acceptable to the enforcing agency.

Notes:

1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.
2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).

[BSC] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

703 VERIFICATIONS

703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.

Listed CALGreen Special Inspector Name: Justus George — Certification Number: ICC # 9925641

Phone: (707) 827 0233 — E-mail: Justus@DeltaTEnergyConsulting.com — Date: 7/26/2023

Signature: Justus George

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REVISIONS:

REV	DESCRIPTION	DATE

DRAWN BY: J.G.
DATE: 07/26/23
Justus George

CALGREEN CHECKLIST

CG1.1

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TOPOGRAPHIC MAP

OF A PORTION OF THE LANDS OF

PHILLIP RICH & BARBARA MORRISSETEE, TR.

ASSESSOR'S PARCEL NO. 009-270-031

1520 PINE PLACE
ST. HELENA, CALIFORNIA

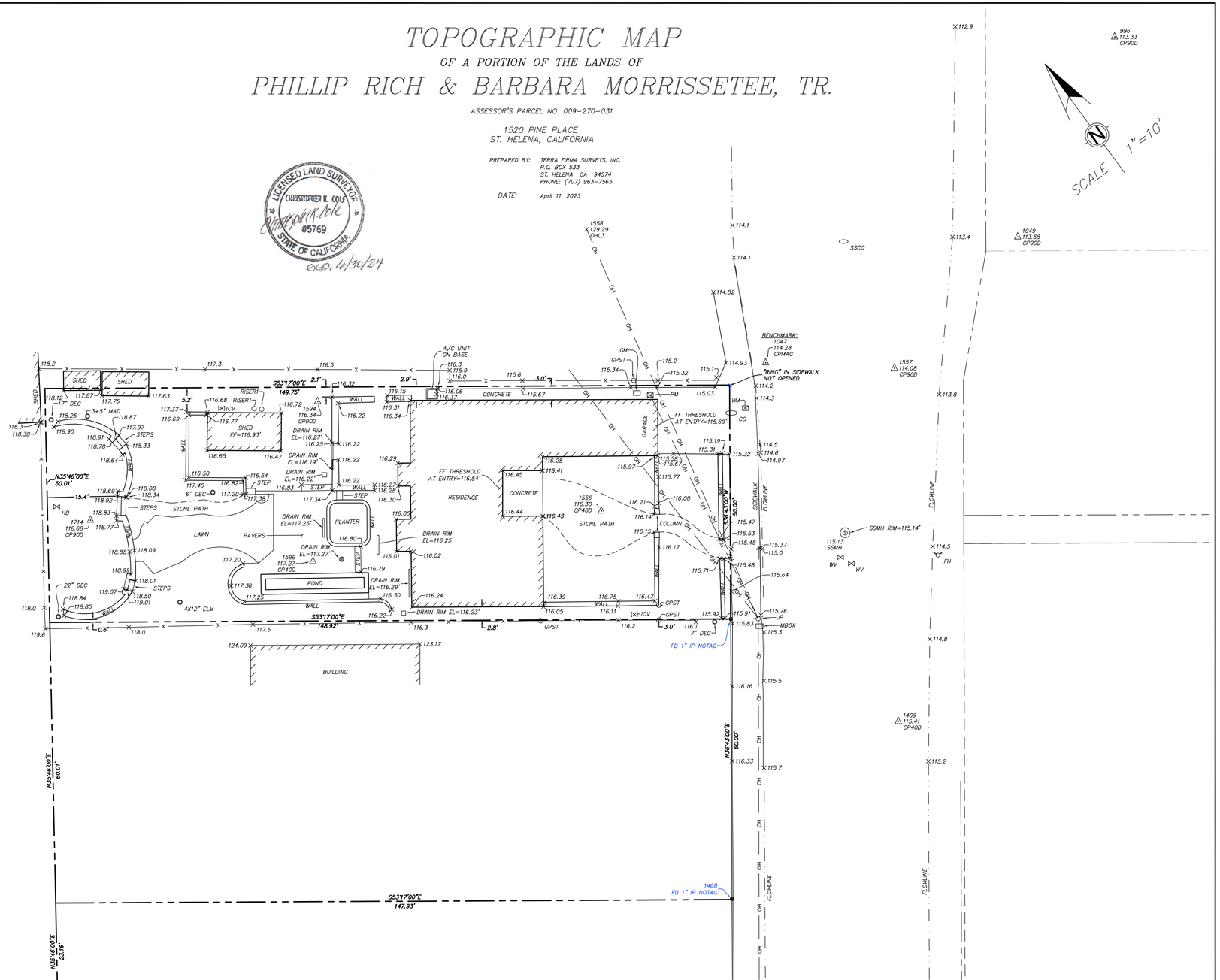
PREPARED BY: TERRA FIRMA SURVEYS, INC.
P.O. BOX 533
ST. HELENA CA 94574
PHONE: (707) 963-7565

DATE: April 11, 2023

LICENSED LAND SURVEYOR
CHRISTOPHER M. COLE
#5769
STATE OF CALIFORNIA
EXP. 6/30/24

LEGEND

- BUILDING
- APPROXIMATE PROPERTY LINE
- APPROXIMATE ADJOINER PROPERTY LINE
- EDGE OF PAVEMENT
- FENCELINE
- FLOWLINE
- EDGE OF CONCRETE
- EDGE OF ROCK
- OVERHEAD UTILITY
- WALL
- ANCHOR AND UTILITY POLE
- CLEANOUT
- DROP INLET (DI)
- FIRE HYDRANT
- FOUND MONUMENT AS NOTED
- GATE POST
- GAS METER
- GAS VALVE
- HOSE BIB
- IRRIGATION CONTROL VALVE
- MAILBOX
- POWER METER
- SEPTIC CLEANOUT
- SEPTIC MANHOLE
- SURVEY CONTROL POINT
- WATER METER
- WATER VALVE
- TREE: DIAMETER AND SPECIES AS NOTED
  DEC = DECIDUOUS
  ELM
  MAD = MADRONE
  OLIVE



NOTES

THIS MAP DOES NOT REPRESENT A PROPERTY LINE SURVEY. PROPERTY LINES SHOWN HEREON ARE BASED ON RECORD DATA.

THIS MAP IS BASED ON A FIELD SURVEY OF 3/27, 3/30 & 3/31/2023

THIS MAP WAS PREPARED AT THE REQUEST OF BARBARA MORRISSETTE

THE VERTICAL DATUM OF THIS MAP IS (ASSUMED)

SITE BENCHMARK DESCRIPTION: MAG SET IN THE ASPHALT OF THE WESTERLY SIDE OF PINE PLACE NEAR THE NORTHEASTERLY CORNER OF THE PROPERTY.
NORTHEASTERLY 10.7' OF WATER METER.
SOUTHEASTERLY 3.16' OF TOP BACK OF CURB.
ELEVATION = 114.28'

4/11/2023
21-32_1 job2066.dwg
SHEET 1 OF 1

CIVIL PLOT PLAN DRAWINGS FOR
LANDS OF MORRISSETTE
1520 PINE STREET, ST. HELENA, CA 94574
APN: 004-271-005

PROJECT INFORMATION

PROJECT ADDRESS: 1520 PINE STREET
ST. HELENA, CA 94574

OWNER/DEVELOPER: BARBARA MORRISSETTE
1520 PINE STREET,
ST. HELENA, CA 94574

CIVIL ENGINEER: THOMAS J. BILLETER, P.E.
BC ENGINEERING GROUP, INC.
418 B STREET, THIRD FLOOR
SANTA ROSA, CA 95401
(707) 542-4321

SURVEYOR: TERRA FIRMA SURVEYS, INC
P.O. BOX 533
ST. HELENA, CA 94574
(707) 963-7565

AREA: 00.18 ACRES

EARTHWORK SUMMARY

CUT = 5.63 CY
FILL = 5.21 CY
NET = 0.42 CY (CUT)

DISTURBED AREA = 0.02 ACRES WDID # N/A
NEW IMPERVIOUS AREA = 425 SF

EXACT SHRINKAGE, CONSOLIDATION AND SUBSIDENCE FACTORS AND LOSSES DUE TO CLEARING OPERATIONS ARE NOT INCLUDED. ESTIMATED EARTHWORK QUANTITIES AREA BASED ON THE DIFFERENCE BETWEEN EXISTING GROUND AND PROPOSED FINISH GROUND AND COULD VARY ACCORDING TO THESE FACTORS. CONTRACTOR SHALL CONFIRM EXISTING TOPOGRAPHY, SHALL REVIEW THE SITE AND THE GEOTECHNICAL REPORT(S), AND SHALL PERFORM AN INDEPENDENT QUANTITY TAKEOFF AND BID ACCORDINGLY.

SHEET INDEX

C1.0 CIVIL PLOT PLAN
C1.1 SITE SECTIONS

PURPOSE STATEMENT

THE PURPOSE OF THIS PROJECT IS TO PROVIDE GRADING AND DRAINAGE IMPROVEMENTS FOR A PROPOSED ACCESSORY DWELLING UNIT

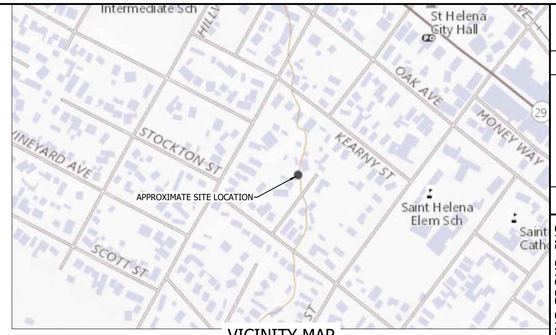
SURVEY NOTE

DESCRIPTION OF BENCHMARK: PK NAIL POINT NUMBER 15004
ELEVATION: 182.99 FEET VRS GPS NAD83/NAVD88 CALIFORNIA ZONE II; EPOCH 2017.50, GEOID 18, APRIL 12TH, 2023
CONTOUR INTERVAL = 1 FOOT

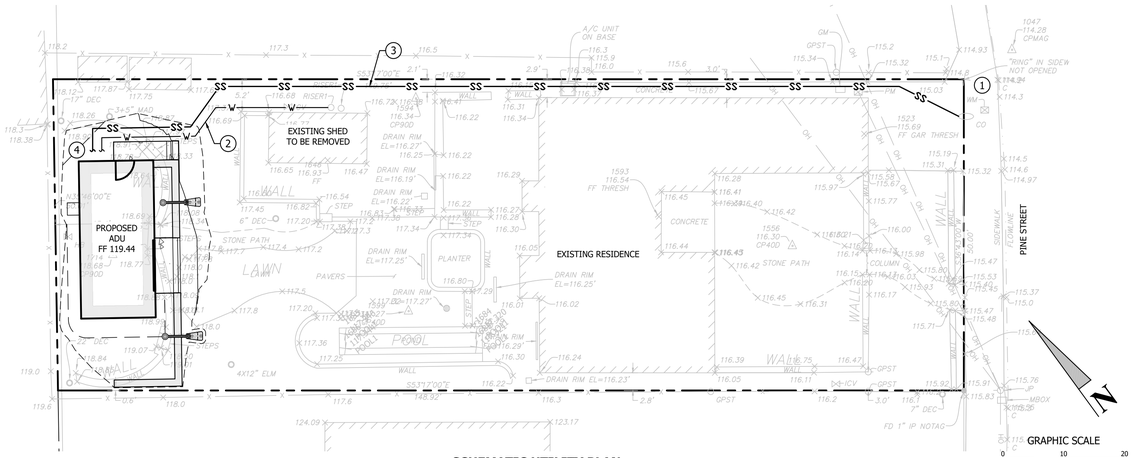
LEGEND

AD	AREA DRAIN
APN	ASSESSOR'S PARCEL NUMBER
BSL	BUILDING SETBACK LINE
BW	BOTTOM OF WALL AT GRADE
DI	DROP INLET
DS	DOWNSPOUT
EG	EXISTING GROUND
EP	EDGE OF PAVEMENT
EX	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISHED SURFACE
GB	GRADE BREAK
GR	GRATE
GSL	GARAGE SETBACK LINE
HP	HIGH POINT
IG	INVERT GRADE
LF	LINEAR FEET
ME	MATCH EXISTING
MEP	MECHANICAL, ELECTRICAL, AND PLUMBING
PUE	PUBLIC UTILITY EASEMENT
TW	TOP OF WALL
TYP	TYPICAL
SAD	SEE ARCHITECTURAL DRAWINGS
SD	STORM DRAIN
SO	SIDE OPENING
SWE	SIDEWALK EASEMENT

FLOW LINE (EXISTING)
FLOW LINE (PROPOSED)
GRADE BREAK
LIMITS OF DISTURBANCE
POINT OF COORDINATION
PROPERTY LINE
SS SANITARY SEWER
W WATER PIPE (EXISTING)
W WATER PIPE (PROPOSED)
HARDSCAPING (SAD)



VICINITY MAP
NTS



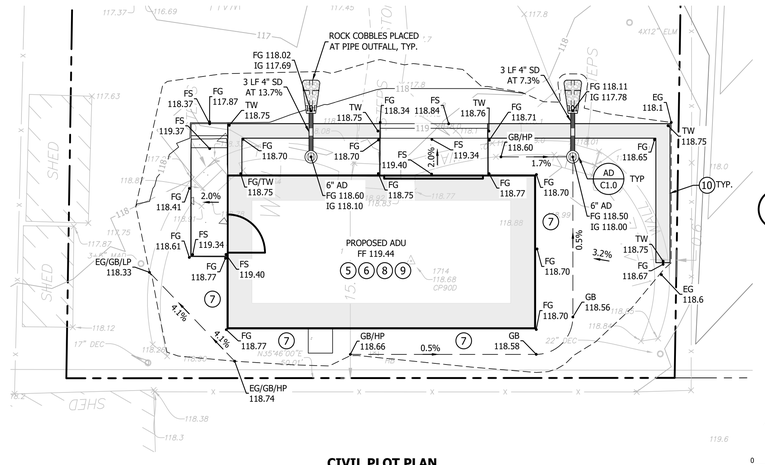
SCHEMATIC UTILITY PLAN
SCALE: 1" = 10'

KEYNOTES:

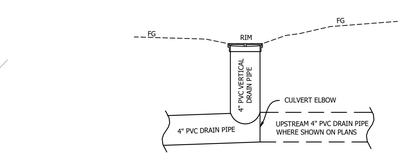
1. VERIFY INVERT ELEVATION AT EXISTING CONNECTIONS.
2. PROPOSED 48 LF 1" PVC WATER LATERAL. 12" MINIMUM COVER.
3. PROPOSED 151 LF 4" PVC SANITARY SEWER LATERAL. MINIMUM SLOPE OF 2%. 12" MINIMUM COVER.
4. ASSUMED UTILITY CONNECTION POINT, SEE MEP OR ARCHITECTURAL DRAWINGS.
5. VERIFY PROPOSED RESIDENCE FF AND GARAGE SLAB ELEVATIONS WITH STRUCTURAL ENGINEER AND ARCHITECT PER ARCHITECTURAL DRAWINGS.
6. VERIFY STRUCTURAL SECTION WITH STRUCTURAL ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION.
7. 5% MINIMUM SLOPE AWAY FROM ALL SIDES OF THE BUILDING.
8. COORDINATE DOWNSPOUT LOCATIONS WITH ARCHITECTURAL DRAWINGS. ALL DOWNSPOUTS SHALL BE CONNECTED TO PIPING NETWORKS OF AT LEAST 3" IN DIAMETER. DISCHARGE LOCATIONS OF THESE PIPE NETWORKS SHALL BE LOCATED TO PREVENT STORMWATER FROM MIGRATING TO FOUNDATIONS, SENSITIVE AREAS, AND AREAS OF EROSION POTENTIAL. PROPER ENERGY DISSIPATION DEVICES SHALL BE INSTALLED AT DISCHARGE LOCATIONS
9. FOUNDATION DRAINS PER STRUCTURAL AND/OR GEOTECHNICAL RECOMMENDATIONS. ALL FOUNDATION DRAINS AND SUBDRAINS SHALL DISCHARGE SEPARATELY FROM ALL SURFACE STORM DRAIN INFRASTRUCTURE AND PIPES. STORM DRAIN PIPE SHALL BE PVC OR HDPE. (MEETING CALTRANS SEC. 64 SPECIFICATIONS)
10. SITE WALL BY OTHERS

UTILITY NOTES:

1. MAINTAIN 5' HORIZONTAL SEPARATION AND 1' VERTICAL SEPARATION BETWEEN WATER AND SANITARY SEWER LATERALS.
2. MAINTAIN 12" MIN. COVER FOR WATER AND SANITARY SEWER LINES. MAINTAIN 18" MIN. COVER FOR ELECTRICAL LINES.



CIVIL PLOT PLAN
SCALE: 1" = 5'



AD AREA DRAIN
NO SCALE

GRAPHIC SCALE
0 5 10
(IN FEET)
1 inch = 5 ft

REV.	DESCRIPTION	BY	DATE

BC ENGINEERING GROUP, INC.
CIVIL ENGINEERING & LAND PLANNING
www.bcengineeringgroup.com
Phone: 707.542.4321
SANTA ROSA OFFICE:
418 B Street, Third Floor, Santa Rosa CA 95401
UKIAH OFFICE:
603 S. State Street, Ukiah CA 95482

LANDS OF MORISSETTE
CIVIL PLOT PLAN
BARBARA MORISSETTE
1520 PINE STREET
ST. HELENA, CA 94574

REGISTERED PROFESSIONAL ENGINEER THOMAS J. BILLETER C 78125 Exp. 9-30-23 CIVIL STATE OF CALIFORNIA

Date:	06/29/2023
Job:	2802-23
Drawn:	MB, JF
Scale:	AS SHOWN
APN:	009-270-031
Permit #:	
Sheet:	C1.0
	1 of 2

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8/1/2023 11:43 AM Plotted by: Marcel

SITE SECTION LEGEND

FINISH GRADE

EXISTING GRADE

PROPERTY LINE

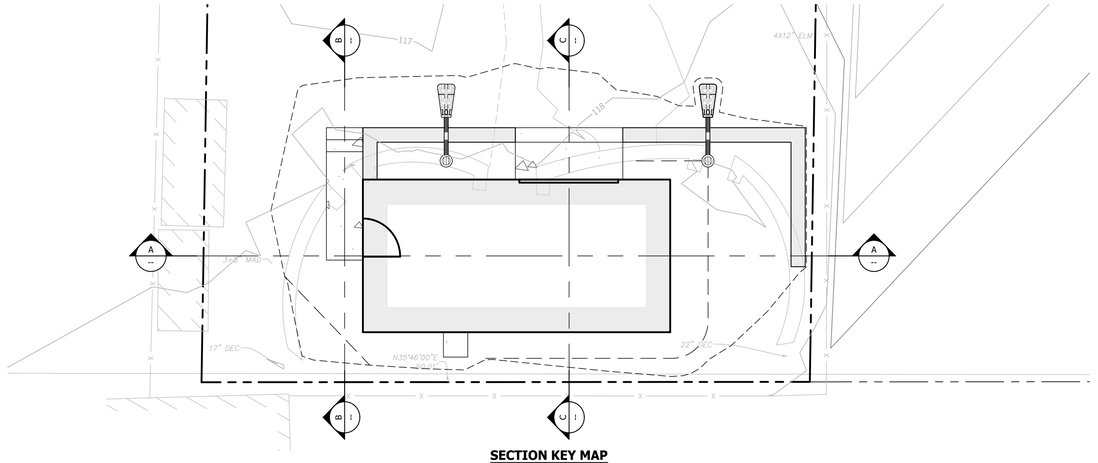
NOTES:

1. FOUNDATIONS SHOWN FOR REFERENCE ONLY, UNDER SEPARATE PERMIT.
2. OVER EXCAVATION PER GEOTECHNICAL ENGINEERS RECOMMENDATIONS, REFER TO GEOTECHNICAL REPORT

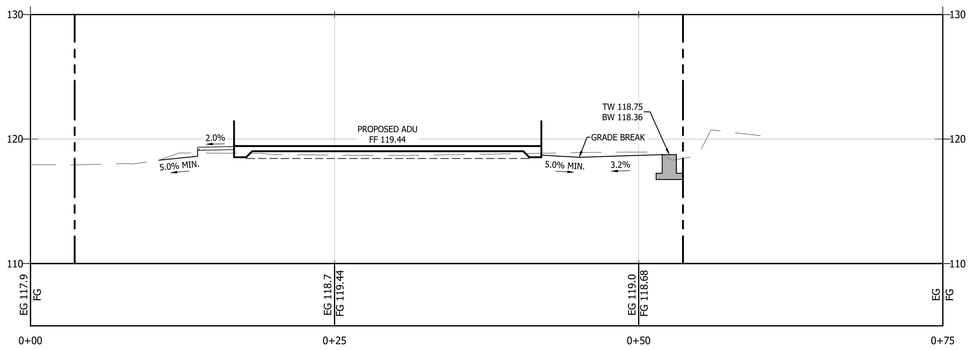
GRAPHIC SCALE

0 5 10

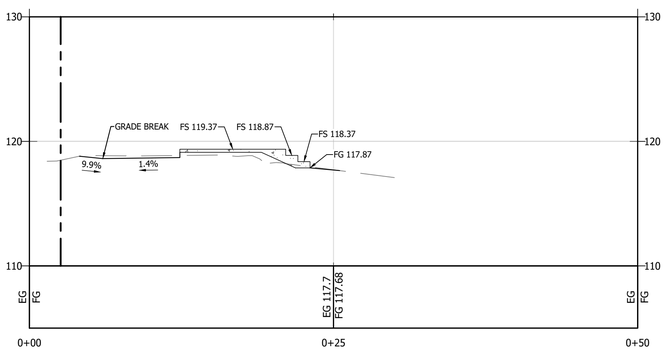
(IN FEET)
1 inch = 5 ft



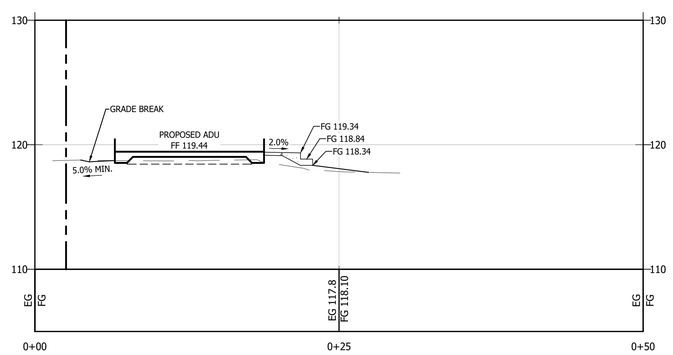
SECTION KEY MAP
SCALE: 1"=10'



SITE SECTION A-A
HORIZONTAL SCALE: 1" = 5'
VERTICAL SCALE: 1" = 5'



SITE SECTION B-B
HORIZONTAL SCALE: 1" = 5'
VERTICAL SCALE: 1" = 5'



SITE SECTION C-C
HORIZONTAL SCALE: 1" = 5'
VERTICAL SCALE: 1" = 5'

REV.	DESCRIPTION	BY	DATE

BC ENGINEERING GROUP, INC.
CIVIL ENGINEERING & LAND PLANNING
www.bcengineering.com
Phone: 707.542.4321
SANTA ROSA OFFICE:
418 B Street, Third Floor, Santa Rosa CA 95401
UKIAH OFFICE:
603 S. State Street, Ukiah CA 95482

LANDS OF MORISSETTE
CROSS SECTIONS

BARBARA MORISSETTE
1520 PINE STREET
ST. HELENA, CA 94574

REGISTERED PROFESSIONAL ENGINEER
JAMES FLETCHER
C 78125
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

Date: 06/29/2023
Job: 2802-23
Drawn: MB, JF
Scale: AS SHOWN
APN: 009-270-031
Permit #:

Sheet:
C1.1
2 of 2

8/1/2023 11:43 AM Plotted by: Marcel S:\Clients\2802-23 Barbara Morissette - 1520 Pine Street, St. Helena, CA\CAD\Civil Engineering\2802-23 Cross Sections.dwg

STRUCTURAL NOTES:

1. All work shall comply with 2022 CBC and applicable local ordinances.
2. Do not scale drawings.
3. Details not shown, detailed, or called out shall be constructed to the same size and character as for similar conditions which are shown and detailed. Contact EOR for guidance if uncertain of applicable detail in such cases.
4. The contractor shall warrant that all materials and workmanship are in compliance with the approved drawings and specifications. All changes shall be brought to the attention of the EOR for review and approval.
5. Nailing not specifically indicated shall be per CBC Table 2304.9.1
6. U.N.O., all lumber shall be:
   - ? Posts, beams, headers, girders DF #1 or better
   - ? Joists, studs, rafters, plates DF #2 or better
7. Floor sheathing to be ¾"CDX T&G APA rated Exposure 1 or 2. Lay with strength axis perpendicular to framing members, stagger sheets, and glue and nail with 10d COM @ 6"/12"oc UNO.
8. Roof sheathing to be ½" CDX 32/16 APA rated exposure 1. Lay with strength axis perpendicular to framing members, stagger sheets, and nail with 8d Com @ 6"/12"oc UNO.
9. Shear walls indicated on drawings are below the level shown UNO.
10. Cripple walls shall be framed with same size or larger studs than the level above.
11. Cripple walls supporting more than one level shall be framed with 2x6 studs.
12. Concrete shall be normal weight, 5-sack, 2500 psi @ 28 days.
13. Rebar shall be:
    - ? #4 and smaller 40 grade
    - ? #5 and larger 60 grade
14. Threaded rods to be per ASTM A36 or ASTM F-1554 GR36.
15. All framing hardware by Simpson Strong Tie, Inc.
16. All engineered lumber by Weyerhauser, Inc:
    - ? I-joist shall be per Trus Joist per ICC-ES ESR-1153 or approved equivalent.
    - ? LSL (laminated strand lumber) shall be TimberStrand LSL by Trus Joist per ICC-ES ESR-1387.
    - ? LVL (laminated veneer lumber) shall be Microlam LVL by Trus Joist per ICC-ES ESR-1387.
    - ? PSL (parallel strand lumber) shall be Parallam PSL by Trrus Joist per ICC-ES ESR 1387.
17. Epoxy to be Simpson SET-XP or equivalent per ICC-ES ESR-2508. Follow manufacturer's installation procedures. Provide Special Inspection.
18. Steel hardware, bolts, nails, and other fasteners in contact with pressure treated wood shall be hot dipped galvanized, stainless steel, or otherwise coated as required by manufacturer. See pressure treated material for manufacturer's specific requirements.
19. Structural Observation per CBC 1709 shall be provided for existing foundation conditions and general structural framing. Contact Del Carlo Engineering 48 hours prior to schedule observations.

DESIGN CRITERIA

Vertical Loads:	DL	LL
Roof:	15	20
Floor	50G	

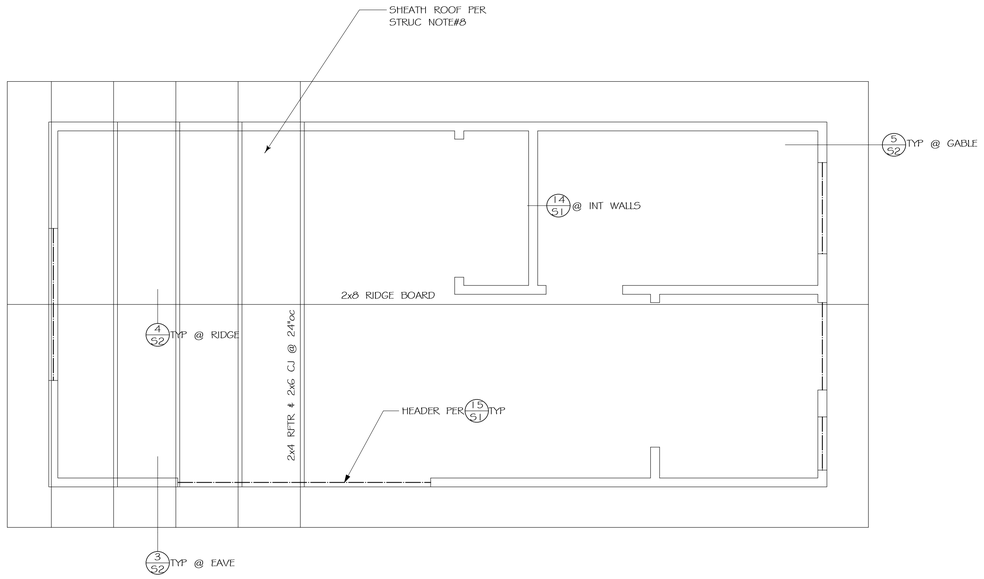
Soils:Per Geotech report #4140.0 by Bauer & Assoc, 3/10/23

Lateral Loads:

Wind V_{3s} = 110mph, Exp C

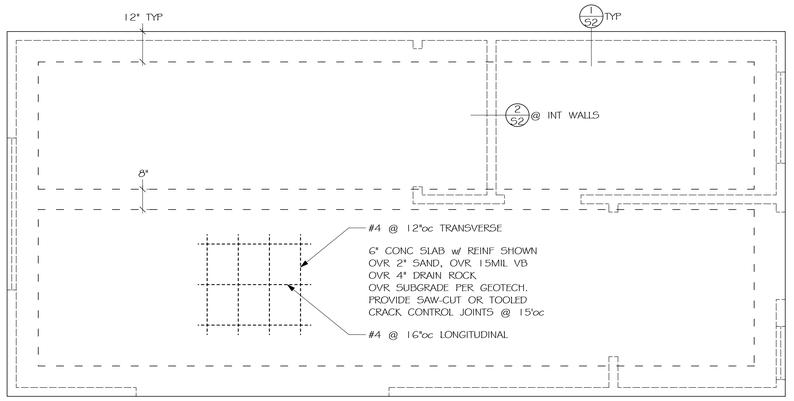
Seismic:

1. I = 1.0
2. S_S = 1.817; S_1 = 0.660
3. S_{DS} = 1.211; S_{D1} = 0.748
4. Site Class = D
5. Design Category = D
6. LFRS = Light frame shear walls
7. Design Base Shear = 1,100#
8. Cs = 0.186
9. R = 6.5
10. Analysis Procedure = Simplified Design Procedure



2 ROOF FRAMING PLAN

Scale: 1/2" = 1'-0"



1 FOUNDATION PLAN

Scale: 1/2" = 1'-0"

REVISIONS

NO.	NOTES	BY



DEL CARLO ENGINEERING
PO BOX 14581
SANTA ROSA, CA 95402
ddcpe@sonic.net

REGISTERED PROFESSIONAL ENGINEER
DANIEL WILLIAM DEL CARLO
No. C 55118
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

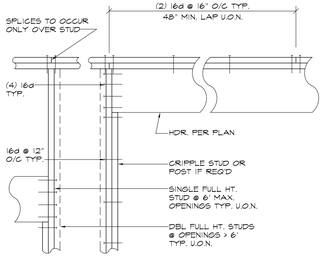
MORRISSETTE RES ADU
1520 PINE STREET
ST HELENA, CA 94574

DATE: 6/28/23
JOB # 23.0024

SHEET

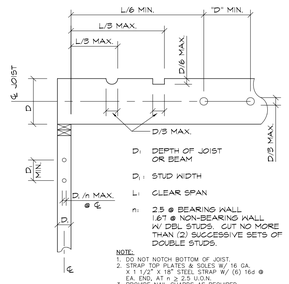
SP1

OF



1 HEADER IN STUD WALL

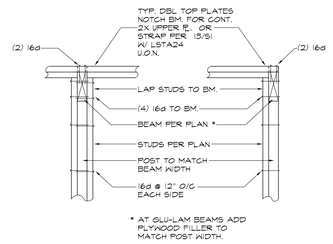
110-006 9-98 SCALE: 1"=1'-0" TYP. U.O.N.



NOTE:
1. DO NOT NOTCH BOTTOM OF JOIST.
2. STRAP TOP PLATES & SOLES W/ 16 GA. X 1 1/2" X 18" STEEL STRAP W/ (6) 16d @ EA. END, AT n ≥ 2.5 U.O.N.
3. PROVIDE NAIL GUARDS AS REQUIRED.

2 HOLES AND NOTCHES IN SOLID SAWN WOOD MEMBERS U.O.N.

110-007 9-98



* AT GLU-LAM BEAMS ADD PLYWOOD FILLER TO MATCH POST WIDTH.

3 TYPICAL BEAM IN STUD WALL

110-008 9-98

SHEARWALL / BRACED WALL SCHEDULE							
S.W.	SHEATHING	EDGE NAILING	ANCHORAGE		REMARKS	CAPACITY #/FT
			FOUNDATION	FLOORING		
A6	1/2" CDX, 32/16 EXP 1 OR 3/8" CD 24/0	8d @ 6" O/C	5/8" DIA. @ 72" O/C	16d @ 6" O/C A35 @ 20" O/C		195
1	1/2" CDX, 32/16 EXP 1 OR 3/8" CD 24/0	8d @ 6" O/C	5/8" DIA. @ 48" O/C	16d @ 6" O/C A35 @ 20" O/C		260
2	1/2" CDX, 32/16 EXP 1 OR 3/8" CD 24/0	8d @ 4" O/C	5/8" DIA. @ 32 O/C	16d @ 4" O/C A35 @ 14" O/C	NOTE A & E	380
3	1/2" CDX, 32/16 EXP 1 OR 3/8" CD 24/0	8d @ 3" O/C	5/8" DIA. @ 24" O/C	16d @ 3" O/C (STAGGER) A35 @ 10" O/C	NOTE A & E	490
4	1/2" CDX, 32/16 EXP 1 OR 3/8" CD 24/0	8d @ 2" O/C	5/8" DIA. @ 16" O/C	2 ROWS 16d @ 4" O/C A35 @ 8" O/C	NOTE A & E	640
G7	1/2" MIN. GYP. BRD. EACH SIDE TYP. U.O.N.	5d @ 7" O/C	2X SOLE PLATE W/ 16d @ 5" O/C TO JOIST / BLK'G BELOW WALL			
S	SIMPSON SW24x9		PER MANUFACTURER		ON CONCRETE	980#

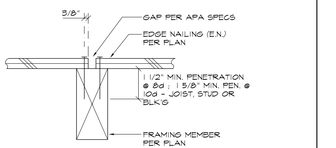
SEE SHEARWALL/BRACED WALL NOTES 1-10

SHEARWALL/BRACED WALL SCHEDULE NOTES
1. SHEATHING SHALL BE APA RATED, EXPOSURE 1 OR EXTERIOR GRADE.
2. SHEAR WALL NAILS SHALL BE COMMONS OR GALVANIZED BOX (INCLUDING INTERIOR WALLS)
3. BLOCK AND NAIL ALL SHEATHING EDGES.
4. FIELD NAILING TO BE 12" O.C. U.O.N.
5. EXTERIOR WALLS NOT REFERENCED TO SHEAR WALL SCHEDULE ARE TO BE BRACED PER (A6)
6. WALL FRAMING TO BE 16" O/C MAXIMUM.
7. EDGE NAIL WALL PLY TO STUDS OR POST W/ HOLDOWNS.
8. SEE DETAIL 12/S1 FOR TYPICAL SHEAR WALL CONSTRUCTION.
9. ALL SHEATHING SHALL BE SPLICED AT CENTERLINE OF FRAMING OR BLOCKING (SEE 5/S1, 6/S1 & 7/S1)
10. OPENINGS IN SHEAR WALLS ARE NOT ALLOWED UNLESS SPECIFICALLY DETAILED.

ADDITIONAL NOTES: (N/A UNLESS NOTED IN SCHEDULE)
A. FRAMING AT ADJOINING PANEL EDGES SHALL BE 3 INCH NOMINAL OR WIDER AND NAILS SHALL BE STAGGERED.
B. EDGE NAIL PANEL JOINTS THRU THICK PORTION OF PANEL PER 6B/S1.
C. NAILING APPLIES TO ALL STUDS, TOP AND BOTTOM PLATES. USE 6d NAILS @ 5/8" GYP. BD.. HORIZONTAL JOINTS OF WALLS WITH A HEIGHT LESS THAN 1 1/2 TIMES THE WIDTH MAY BE UNBLOCKED.
D. FRAMING AT ADJOINING PANEL EDGES SHALL BE 4 INCH NOMINAL OR WIDER AND NAILS SHALL BE STAGGERED. SEE DETAIL "10/S1".
E. MUDSILL SHALL BE 3 INCH NOMINAL OR WIDER AND NAILS INTO MUDSILL SHALL BE STAGGERED

4 SHEARWALL / BRACED WALL SCHEDULE

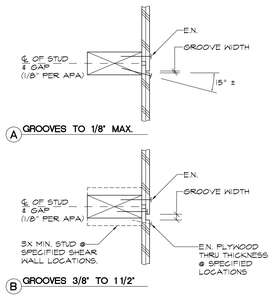
110-013 9-99



NOTE:
PLYWOOD SHEETS ARE TO BE AS LARGE AS POSSIBLE, MIN. OF 12" X 24" W/ JOINTS CENTERED OVER BEARING. NAIL HEADS SHALL BE DRIVEN FLUSH W/ TOP LAMINATION OF PLYWOOD.

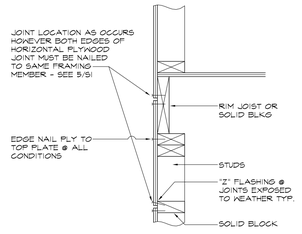
5 TYPICAL PLYWOOD SPLICE

110-009 9-98 SCALE: 2"=1'-0"



6 303 PLYWOOD SIDING JOINTS

110-011 9-98 SCALE: 3"=1'-0"

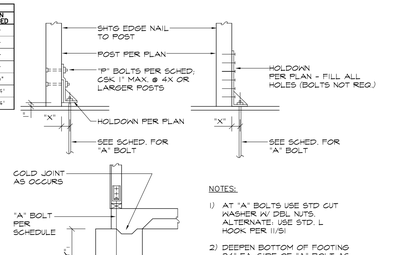


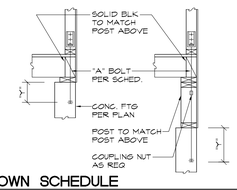
7 HORIZONTAL PLYWOOD JOINTS

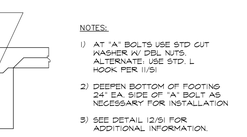
110-012 8-98 SCALE: 1 1/2"=1'-0"

ANCHOR SIZE	NAILS/SCREWS	"X"	ALL THREAD "A" BOLTS	"Y"	SSTB OPTION * MONO POUR	TWO POUR	MIN EMBED	SBI OPTION TYPE	MIN EMBED
HTT4	18-8d	1 3/8"	5/8" @	14"	SSTB16	SSTB32G	12 5/8"	-	-
HTT9	28-8d	1 3/8"	5/8" @	18"	SSTB24	-	20 5/8"	-	-
HDU2	(6) SDS2.5 SCREWS	1 5/16"	5/8" @	14"	SSTB16	SSTB20	2 5/8"	-	-
HDU5	(14) SDS2.5 SCREWS	1 5/16"	5/8" @	18"	SSTB24	-	20 5/8"	-	-
HDU8	(20) SDS2.5 SCREWS	1 3/8"	7/8" @	24"	SSTB28	SSTB34	24 7/8"	SB 7/8x24	16"
HDU11	(30) SDS2.5 SCREWS	1 3/8"	1" @	30"	-	-	-	SB 1x30	24"
HDU14	(38) SDS2.5 SCREWS	1 9/16"	1" @	36"	-	-	-	SB 1x30	24"

* AT 8x MUDSILL USE SSTB, MODEL FOR EXTENDED THREADS





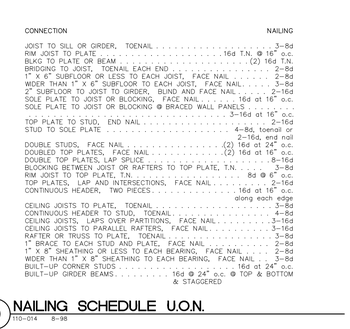


COLD JOINT CONDITION

NOTES:
1) AT "A" BOLTS USE STD CUT WASHER W/ DBL NUTS. ALTERNATE: USE STD. L HOOK PER 11/S1
2) DEEPEN BOTTOM OF FOOTING 24" EA. SIDE OF "A" BOLT AS NECESSARY FOR INSTALLATION
3) SEE DETAIL 12/S1 FOR ADDITIONAL INFORMATION.

8 HOLDOWN SCHEDULE

110-015 11-99



NOTE:
1. DO NOT NOTCH BOTTOM OF JOIST.
2. STRAP TOP PLATES & SOLES W/ 16 GA. X 1 1/2" X 18" STEEL STRAP W/ (6) 16d @ EA. END, AT n ≥ 2.5 U.O.N.
3. PROVIDE NAIL GUARDS AS REQUIRED.

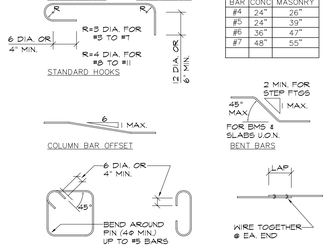
9 NAILING SCHEDULE U.O.N.

110-014 8-98

CONNECTION	NAILING
JOIST TO SILL OR GIRDER, TOENAIL	3-8d
RIM JOIST TO PLATE	16d T.N. @ 16" o.c.
BLKG TO PLATE OR BEAM	(2) 16d T.N.
BRIDGING TO JOIST, TOENAIL EACH END	2-8d
1" X 6" SUBFLOOR OR LESS TO EACH JOIST, FACE NAIL	2-8d
WIDER THAN 1" X 6" SUBFLOOR TO EACH JOIST, FACE NAIL	3-8d
2" SUBFLOOR TO JOIST TO GIRDER, BLIND AND FACE NAIL	2-16d
SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL	16d at 16" o.c.
SOLE PLATE TO JOIST OR BLOCKING @ BRACED WALL PANELS	3-16d at 16" o.c.
TOP PLATE TO STUD, END NAIL	2-16d
STUD TO SOLE PLATE	4-8d, toenail or 2-16d, end nail
DOUBLE STUDS, FACE NAIL	(2) 16d at 24" o.c.
DOUBLED TOP PLATES, FACE NAIL	(2) 16d at 16" o.c.
DOUBLE TOP PLATES, LAP SPLICE	8-16d
BLOCKING BETWEEN JOIST OR RAFTERS TO TOP PLATE, T.N.	3-8d
RIM JOIST TO TOP PLATE, T.N.	8d @ 6" o.c.
TOP PLATES, LAP AND INTERSECTIONS, FACE NAIL	2-16d
CONTINUOUS HEADER, TWO PIECES	16d at 16" o.c. along each edge
CEILING JOISTS TO PLATE, TOENAIL	3-8d
CONTINUOUS HEADER TO STUD, TOENAIL	4-8d
CEILING JOISTS, LAPS OVER PARTITIONS, FACE NAIL	3-16d
CEILING JOISTS TO PARALLEL RAFTERS, FACE NAIL	3-16d
RAFTER OR TRUSS TO PLATE, TOENAIL	3-8d
1" BRACE TO EACH STUD AND PLATE, FACE NAIL	2-8d
1" X 8" SHEATHING OR LESS TO EACH BEARING, FACE NAIL	2-8d
WIDER THAN 1" X 8" SHEATHING TO EACH BEARING, FACE NAIL	3-8d
BUILT-UP CORNER STUDS	16d at 24" o.c.
BUILT-UP GIRDER BEAMS	16d @ 24" o.c. @ TOP & BOTTOM & STAGGERED

10 NAILING SCHEDULE U.O.N.

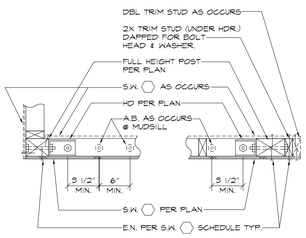
110-009A 11-99



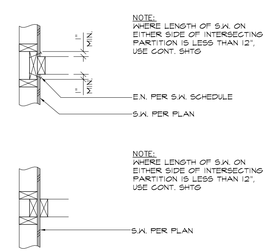
TYP. LAP SPLICE		
BAR	CONC	MASONRY
#4	24"	26"
#5	24"	39"
#6	36"	47"
#7	48"	55"

11 REINFORCING STEEL DATA

110-017 9-98



CORNER

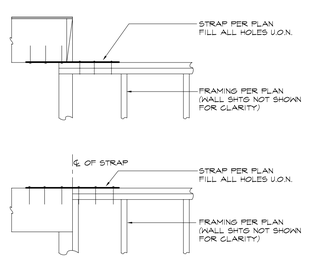


WINDOW / DOOR

INTERSECTING PARTITION

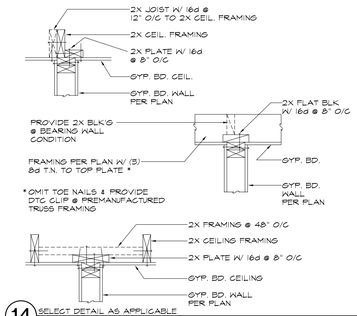
12 SHEAR WALL - PLAN VIEWS

110-016 9-98 SCALE: 1"=1'-0"



13 STRAP DETAILS - AS APPLICABLE

110-018 9-98 SCALE: 1"=1'-0"



14 SELECT DETAIL AS APPLICABLE

110-019 9-98 SCALE: 1"=1'-0"

HEADER SCHEDULE

TYPICAL UNLESS OTHERWISE NOTED

MAXIMUM OPENING SIZE	BEARING	NON - BEARING
4'-0"	4X6 OR 6X6	4X4 OR 4X6 FLAT
5'-0"	4X8 OR 6X8	4X6 OR 6X6
6'-0"	4X10 OR 6X8	4X6 OR 6X6
8'-0"	4X12 OR 6X10	4X8 OR 6X8

15 HEADER SCHEDULE U.O.N.

110-020 7-96

CEILING JOIST SCHEDULE

TYPICAL UNLESS OTHERWISE NOTED

SIZE (DF, NO.2)	O.C. SPACING (INCHES)	MAX. SPAN (ft.) GYP/PLY	MAX SPAN (ft.) STUCCO
2X4	16	10	8
	24	8	6
2X6	16	15	13
	24	13	11
2X8	16	20	17
	24	18	15
2X10	16	24	20
	24	22	18

16 CEILING JOIST SCHEDULE U.O.N.

110-021 10-98

WALL STUD SCHEDULE

TYPICAL UNLESS OTHERWISE NOTED

MAXIMUM STUD HEIGHTS			
STUD SIZE	SPACING	BEARING	NON-BEARING
2X4	16" O/C	10'-0"	14'-0"
	24" O/C	----	12'-0"
2X6	16" O/C	14'-0"	20'-0"
	24" O/C	10'-0"	17'-0"

17 TYPICAL STUD SCHEDULE U.O.N.

110-023 4-98

11/99

REVISIONS

NO.	NOTES	BY



DEL CARLO ENGINEERING
PO BOX 14581
SANTA ROSA, CA 95402
ddcpe@sonic.net

REGISTERED PROFESSIONAL ENGINEER DANIEL WILLIAM DEL CARLO No. C 65118 Exp. 9/30/23 CIVIL STATE OF CALIFORNIA

MORRISSETTE RES ADU
1520 PINE STREET
ST HELENA, CA 94574

DATE: 6/28/23
JOB # 23.0024

SHEET
S-1
OF

3 ROOF TO WALL @ EAVE
Scale: 3/4" = 1'-0"

5 ROOF TO WALL @ GABLE
Scale: 3/4" = 1'-0"

2 INTERIOR WALL @ SLAB
Scale: 3/4" = 1'-0"

4 ROOF @ RIDGE
Scale: 3/4" = 1'-0"

1 FOUNDATION
Scale: 3/4" = 1'-0"

REVISIONS

NO.	NOTES	BY

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1520 PINE STREET
ST HELENA, CA 94574

DATE: 6/28/23
JOB # 23.0024

SHEET
S2
OF



Alpine, an ITW Company
155 Harlem Ave
North Building, 4th Floor
Glenview, IL 60025
Phone: (800)877-3678 (916)387-0116
Fax: (916)387-1110
www.alpineitw.com

Site Information:	Page 1:
Customer: American Truss Company, Inc.	*Job Number:* 23.591Z
Job Description: MORRISSETTE ADU	
Address: 1520 PINE STREET, SAINT HELENA, CA 94574	

Job Engineering Criteria:	
Design Code: CBC 2022 Res	*IntelliVIEW Version:* 22.02.01 *JRef #:* 1XS88800005
Wind Standard: ASCE 7-16 *Wind Speed (mph):* 110 *Building Type:* Closed	*Design Loading (psf):* 40.00

This package contains general notes pages, 2 truss drawing(s) and 3 detail(s).

Item	Drawing Number	Truss
1	227.23.0953.49350	A1
3	A11515ENC160118	
5	GBLLETIN0118	

Item	Drawing Number	Truss
2	227.23.0953.53293	A2
4	GABRST160118	

General Notes

Truss Design Engineer Scope of Work, Design Assumptions and Design Responsibilities:
The design responsibilities assumed in the preparation of these design drawings are those specified in ANSI/TPI 1, Chapter 2; and the National Design Standard for Metal Plate Connected Wood Truss Construction, by the Truss Plate Institute. The truss component designs conform to the applicable provisions of ANSI/TPI 1 and NDS, the National Design Specification for Wood Construction by AWC. The truss component designs are based on the specified loading and dimension information furnished by others to the Truss Design Engineer. The Truss Design Engineer has no duty to independently verify the accuracy or completeness of the information provided by others and may rely on that information without liability. The responsibility for verification of that information remains with others neither employed nor controlled by the Truss Design Engineer. The Truss Design Engineer's seal and signature on the attached drawings, or cover page listing these drawings, indicates acceptance of professional engineering responsibility solely for the truss component designs and not for the technical information furnished by others which technical information and consequences thereof remain their sole responsibility.

The suitability and use of these drawings for any particular structure is the responsibility of the Building Designer in accordance with ANSI/TPI 1 Chapter 2. The Building Designer is responsible for determining that the dimensions and loads for each truss component match those required by the plans and by the actual use of the individual component, and for ascertaining that the loads shown on the drawings meet or exceed applicable building code requirements and any additional factors required in the particular application. Truss components using metal connector plates with integral teeth shall not be placed in environments that will cause the moisture content of the wood in which plates are embedded to exceed 19% and/or cause corrosion of connector plates and other metal fasteners.

The Truss Design Engineer shall not be responsible for items beyond the specific scope of the agreed contracted work set forth herein, including but not limited to: verifying the dimensions of the truss component, calculation of any of the truss component design loads, inspection of the truss components before or after installation, the design of temporary or permanent bracing and their attachment required in the roof and/or floor systems, the design of diaphragms or shear walls, the design of load transfer connections to and from diaphragms and shear walls, the design of load transfer to the foundation, the design of connections for truss components to their bearing supports, the design of the bearing supports, installation of the truss components, observation of the truss component installation process, review of truss assembly procedures, sequencing of the truss component installation, construction means and methods, site and/or worker safety in the installation of the truss components and/or its connections.

This document may be a high quality facsimile of the original engineering document which is a digitally signed electronic file with third party authentication. A wet or embossed seal copy of this engineering document is available upon request.

Temporary Lateral Restraint and Bracing:
Temporary lateral restraint and diagonal bracing shall be installed according to the provisions of BCSI chapters B1, B2, B7 and/or B10 (Building Component Safety Information, by TPI and SBCA), or as specified by the Building Designer or other Registered Design Professional. The required locations for lateral restraint and/or bracing depicted on these drawings are only for the permanent lateral support of the truss members to reduce buckling lengths, and do not apply to and may not be relied upon for the temporary stability of the truss components during their installation.

Permanent Lateral Restraint and Bracing:
The required locations for lateral restraint or bracing depicted on these drawings are for the permanent lateral support of the truss members to reduce buckling lengths. Permanent lateral support shall be installed according to the provisions of BCSI chapters B3, B7 and/or B10, or as specified by the Building Designer or other Registered Design Professional. These drawings do not depict or specify installation/erection bracing, wind bracing, portal bracing or similar building stability bracing which are parts of the overall building design to be specified, designed, and detailed by the Building Designer.

Connector Plate Information:
Alpine connector plates are made of ASTM A653 or ASTM A1063 galvanized steel with the following designations, gauges and grades: W=Wave, 20ga, grade 40; H=High Strength, 20ga, grade 60; S=Super Strength, 18ga, grade 60. Information on model code compliance is contained in the ICC Evaluation Service report ESR-1118, available on-line at www.icc-es.org.

Fire Retardant Treated Lumber:
Fire retardant treated lumber must be properly re-dried and maintained below 19% or less moisture level through all stages of construction and usage. Fire retardant treated lumber may be more brittle than untreated lumber. Special handling care must be taken to prevent breakage during all handling activities.

General Notes (continued)

Key to Terms:
Information provided on drawings reflects a summary of the pertinent information required for the truss design. Detailed information on load cases, reactions, member lengths, forces and members requiring permanent lateral support may be found in calculation sheets available upon written request.

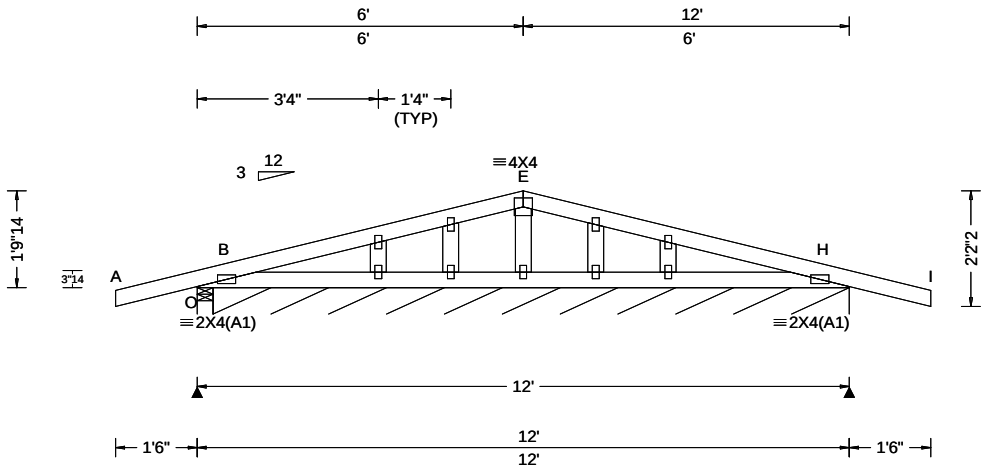
BCDL = Bottom Chord standard design Dead Load in pounds per square foot.
BCLL = Bottom Chord standard design Live Load in pounds per square foot.
CL = Certified lumber.
Des Ld = total of TCLL, TCDL, BCLL and BCDL Design Load in pounds per square foot.
FRT = Fire Retardant Treated lumber.
FRT-DB = D-Blaze Fire Retardant Treated lumber.
FRT-DC = Dricon Fire Retardant Treated lumber.
FRT-FP = FirePRO Fire Retardant Treated lumber.
FRT-FL = FlamePRO Fire Retardant Treated lumber.
FRT-FT = FlameTech Fire Retardant Treated lumber.
FRT-PG = PYRO-GUARD Fire Retardant Treated lumber.
FRT-PR = ProWood Fire Retardant Treated lumber.
g = green lumber.
HORZ(LL) = maximum Horizontal panel point deflection due to Live Load, in inches.
HORZ(TL) = maximum Horizontal panel point long term deflection in inches, due to Total Load, including creep adjustment.
HPL = additional Horizontal Load added to a truss Piece in pounds per linear foot or pounds.
Ic = Incised lumber.
FJ = Finger Jointed lumber.
L/# = user specified divisor for limiting span/deflection ratio for evaluation of actual L/defl value.
L/defl = ratio of Length between bearings, in inches, divided by the vertical Deflection due to creep, in inches, at the referenced panel point. Reported as 999 if greater than or equal to 999.
Loc = Location, starting location of left end of bearing or panel point (joint) location of deflection.
Max BC CSI = Maximum bending and axial Combined Stress Index for Bottom Chords for all load cases.
Max TC CSI = Maximum bending and axial Combined Stress Index for Top Chords for all load cases.
Max Web CSI= Maximum bending and axial Combined Stress Index for Webs for all load cases.
NCBCLL = Non-Concurrent Bottom Chord design Live Load in pounds per square foot.
PL = additional Load applied at a user specified angle on a truss Piece in pounds per linear foot or pounds.
PLB = additional vertical load added to a Bottom chord Piece of a truss in pounds per linear foot or pounds
PLT = additional vertical load added to a Top chord Piece of a truss in pounds per linear foot or pounds.
PP = Panel Point.
R = maximum downward design Reaction, in pounds, from all specified gravity load cases, at the indicated location (Loc).
-R = maximum upward design Reaction, in pounds, from all specified gravity load cases, at the identified location (Loc).
Rh = maximum horizontal design Reaction in either direction, in pounds, from all specified gravity load cases, at the indicated location (Loc).
RL = maximum horizontal design Reaction in either direction, in pounds, from all specified non-gravity (wind or seismic) load cases, at the indicated location (Loc).
Rw = maximum downward design Reaction, in pounds, from all specified non-gravity (wind or seismic) load cases, at the identified location (Loc).
TCDL = Top Chord standard design Dead Load in pounds per square foot.
TCLL = Top Chord standard design Live Load in pounds per square foot.
U = maximum Upward design reaction, in pounds, from all specified non-gravity (wind or seismic) load cases, at the indicated location (Loc).
VERT(CL) = maximum Vertical panel point deflection in inches due to Live Load and Creep Component of Dead Load in inches.
VERT(CTL) = maximum Vertical panel point deflection ratios due to Live Load and Creep Component of Dead Load, and maximum long term Vertical panel point deflection in inches due to Total load, including creep adjustment.
VERT(LL) = maximum Vertical panel point deflection in inches due to Live Load.
VERT(TL) = maximum Vertical panel point long term deflection in inches due to Total load, including creep adjustment.
W = Width of non-hanger bearing, in inches.

Refer to ASCE-7 for Wind and Seismic abbreviations.
Uppercase Acronyms not explained above are as defined in TPI 1.

References:

1. AWC: American Wood Council; 222 Catoctin Circle SE, Suite 201; Leesburg, VA 20175; www.awc.org.
2. ICC: International Code Council; www.iccsafe.org.
3. Alpine, a division of ITW Building Components Group Inc.: 155 Harlem Ave, North Building, 4th Floor, Glenview, IL 60025; www.alpineitw.com.
4. TPI: Truss Plate Institute, 2670 Crain Highway, Suite 203, Waldorf, MD 20601; www.tpinst.org.
5. SBCA: Wood Truss Council of America, 6300 Enterprise Lane, Madison, WI 53719; www. sbcacomponents.com.

SEQN: 49360	GABL	**Job Number:** 23.591Z	Cust: R 880 JRef: 1XS88800005 T4	**Truss**
FROM:	Ply: 1	MORRISSETTE ADU	DrwNo: 227.23.0953.49350	**Label:** A1
	Qty: 2		SSB / GWH 08/15/2023	



Loading Criteria (psf)

TCLL:	20.00
TCDL:	10.00
BCLL:	0.00
BCDL:	10.00
Des Ld:	40.00
NCBCLL:	10.00
Soffit:	2.00

Load Duration: 1.25
Spacing: 24.0 "

Wind Criteria
Wind Std: ASCE 7-16
Speed: 110 mph
Enclosure: Closed
Risk Category: II
EXP: C Kzt: NA
Mean Height: 15.00 ft
TCDL: 6.0 psf
BCDL: 6.0 psf
MWFRS Parallel Dist: 0 to h/2
C&C Dist a: 3.00 ft
Loc. from endwall: Any
GCpi: 0.18
Wind Duration: 1.25

Snow Criteria (Pg,Pf in PSF)
Pg: NA Ct: NA CAT: NA
Pf: NA Ce: NA
Lu: NA Cs: NA
Snow Duration: NA

Building Code:
CBC 2022 Res
TPI Std: 2014
Rep Fac: Varies by Ld Case
FT/RT:20(0)/10(0)
Plate Type(s):
WAVE

Defl/CSI Criteria

PP Deflection in	loc	L/defl	L/#
VERT(LL):	0.001 H	999	240
VERT(CL):	0.004 H	999	240
HORZ(LL):	0.000 H	-	-
HORZ(TL):	0.001 B	-	-

Creep Factor: 2.0
Max TC CSI: 0.208
Max BC CSI: 0.048
Max Web CSI: 0.068

VIEW Ver: 22.02.01.1115.14

▲Maximum Reactions (lbs), or *=PLF

	Gravity			Non-Gravity		
Loc	R+	/ R-	/ Rh	/ Rw	/ U	/ RL
O	354	/-	/-	/183	/113	/31
H*	106	/-	/-	/49	/18	/-

Wind reactions based on MWFRS
O Brg Wid = 3.5 Min Req = 1.5 (Truss)
H Brg Wid = 140 Min Req = -
Bearings O & O are a rigid surface.
Members not listed have forces less than 375#

Lumber

Top chord 2x4 DF-L #2(g)
Bot chord 2x4 DF-L #2(g)
Webs 2x4 DF-L Standard(g)

Lumber shall be dried to a maximum moisture content of 19% prior to installation.

Plating Notes

Connectors in green lumber (g) designed using NDS/TPI reduction factors.

All plates are 1.5X3 except as noted.

Loading

Truss designed to support 1-6-0 top chord outlookers and cladding load not to exceed 5.00 PSF one face and 24.0" span opposite face. Top chord may be notched 1.5" deep X 3.5" at 48" o/c along top edge. DO NOT OVERCUT. No knots or other lumber defects allowed within 12" of notches. Do not notch in overhang or heel panel, unless specified otherwise.

Bottom chord checked for 10.00 psf non-concurrent live load.

Truss designed for unbalanced load using 0.00/1.00 windward/leeward factors.

Wind

Wind loads based on MWFRS with additional C&C member design.

Wind loading based on both gable and hip roof types.

Additional Notes

See DWGS A11515ENC160118, GBLLETIN0118, & GABRST160118 for gable wind bracing and other requirements.

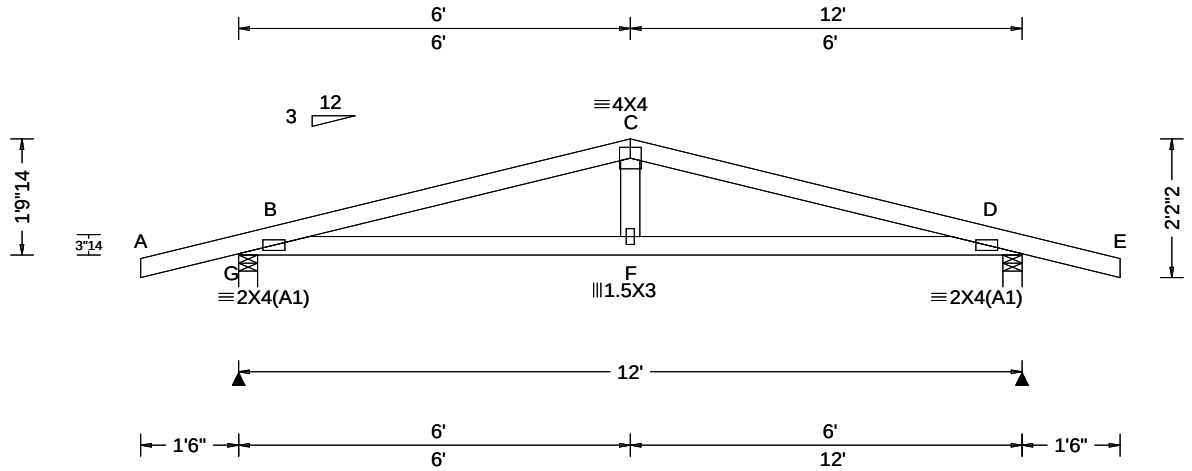


****WARNING**** READ AND FOLLOW ALL NOTES ON THIS DRAWING!
****IMPORTANT**** FURNISH THIS DRAWING TO ALL CONTRACTORS INCLUDING THE INSTALLERS
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Alpine, a division of ITW Building Components Group Inc. shall not be responsible for any deviation from this drawing, any failure to build the truss in conformance with ANSI/TPI 1, or for handling, shipping, installation and bracing of trusses. A seal on this drawing or cover page listing this drawing, indicates acceptance of professional engineering responsibility solely for the design shown. The suitability and use of this drawing for any structure is the responsibility of the Building Designer per ANSI/TPI 1 Sec.2.
For more information see these web sites: Alpine: alpineitw.com; TPI: tpinst.org; SBCA: sbcacomponents.com; ICC: iccsafe.org; AWC: awc.org

American Truss Company, Inc.
4550 Spring Hill Road
PETALUMA CA 94952
(707)763-8713

ALPINE AN ITW COMPANY
155 Harlem Ave
North Building, 4th Floor
Glenview, IL 60025

SEQN: 49362	COMN	**Job Number:** 23.591Z	Cust: R 880 JRef: 1XS88800005 T1	**Truss**
FROM:	Ply: 1	MORRISSETTE ADU	DrwNo: 227.23.0953.53293	**Label:** A2
	Qty: 12		SSB / GWH 08/15/2023	



Loading Criteria (psf)
TCLL: 20.00
TCDL: 10.00
BCLL: 0.00
BCDL: 10.00
Des Ld: 40.00
NCBCLL: 10.00
Soffit: 2.00
Load Duration: 1.25
Spacing: 24.0 "

Wind Criteria
Wind Std: ASCE 7-16
Speed: 110 mph
Enclosure: Closed
Risk Category: II
EXP: C Kzt: NA
Mean Height: 15.00 ft
TCDL: 6.0 psf
BCDL: 6.0 psf
MWFRS Parallel Dist: 0 to h/2
C&C Dist a: 3.00 ft
Loc. from endwall: Any
GCpi: 0.18
Wind Duration: 1.25

Snow Criteria (Pg,Pf in PSF)
Pg: NA Ct: NA CAT: NA
Pf: NA Ce: NA
Lu: NA Cs: NA
Snow Duration: NA

Building Code:
CBC 2022 Res
TPI Std: 2014
Rep Fac: Yes
FT/RT:20(0)/10(0)
Plate Type(s):
WAVE

Defl/CSI Criteria

PP Deflection in	loc	L/defl	L/#
VERT(LL): 0.032	F	999	240
VERT(CL): 0.062	F	999	240
HORZ(LL): 0.008	D	-	-
HORZ(TL): 0.016	D	-	-

Creep Factor: 2.0
Max TC CSI: 0.272
Max BC CSI: 0.351
Max Web CSI: 0.100

VIEW Ver: 22.02.01.1115.14

▲Maximum Reactions (lbs)

	Gravity			Non-Gravity		
Loc	R+	/ R-	/ Rh	/ Rw	/ U	/ RL
G	581	/-	/-	/292	/17	/20
D	581	/-	/-	/292	/17	/-

Wind reactions based on MWFRS
G Brg Wid = 3.5 Min Req = 1.5 (Truss)
D Brg Wid = 3.5 Min Req = 1.5 (Truss)
Bearings G & D are a rigid surface.
Members not listed have forces less than 375#

Maximum Top Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
B - C	469	-1038	C - D	469	-1038

Maximum Bot Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
B - F	977	-370	F - D	977	-370

Lumber

Top chord 2x4 DF-L #2(g)
Bot chord 2x4 DF-L #2(g)
Webs 2x4 DF-L Standard(g)

Lumber shall be dried to a maximum moisture content of 19% prior to installation.

Plating Notes

Connectors in green lumber (g) designed using NDS/TPI reduction factors.

Loading

Bottom chord checked for 10.00 psf non-concurrent live load.

Truss designed for unbalanced load using 0.00/1.00 windward/leeward factors.

Wind

Wind loads based on MWFRS with additional C&C member design.

Wind loading based on both gable and hip roof types.



****WARNING**** READ AND FOLLOW ALL NOTES ON THIS DRAWING!
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ALPINE AN ITW COMPANY
155 Harlem Ave
North Building, 4th Floor
Glenview, IL 60025

Gable Stud Reinforcement Detail
ASCE 7-16: 115 mph Wind Speed, 15' Mean Height, Enclosed, Exposure C, Kzt = 1.00

Max Gable Vertical Length

2x4 Gable Vertical Spacing	Species	Brace Grade	No Braces	(1) 1x4 'L' Brace *		(1) 2x4 'L' Brace *		(2) 2x4 'L' Brace **		(1) 2x6 'L' Brace *		(2) 2x6 'L' Brace **	
				Group A	Group B	Group A	Group B	Group A	Group B	Group A	Group B	Group A	Group B
24" o.c.	SPF HF	#1 / #2	4' 11"	8' 5"	8' 9"	9' 11"	10' 4"	11' 10"	12' 4"	14' 0"	14' 0"	14' 0"	14' 0"
		#3	4' 8"	8' 1"	8' 7"	9' 10"	10' 3"	11' 9"	12' 2"	14' 0"	14' 0"	14' 0"	14' 0"
		Stud	4' 8"	8' 0"	8' 6"	9' 10"	10' 3"	11' 9"	12' 2"	14' 0"	14' 0"	14' 0"	14' 0"
		Standard	4' 8"	6' 11"	7' 4"	9' 2"	9' 10"	11' 9"	12' 2"	14' 0"	14' 0"	14' 0"	14' 0"
	SP DFL	#1	5' 2"	8' 7"	8' 10"	10' 1"	10' 6"	12' 0"	12' 5"	14' 0"	14' 0"	14' 0"	14' 0"
		#2	4' 11"	8' 5"	8' 9"	9' 11"	10' 4"	11' 10"	12' 4"	14' 0"	14' 0"	14' 0"	14' 0"
		#3	4' 10"	7' 3"	7' 9"	9' 8"	10' 3"	11' 9"	12' 3"	14' 0"	14' 0"	14' 0"	14' 0"
		Stud	4' 10"	7' 3"	7' 9"	9' 8"	10' 3"	11' 9"	12' 3"	14' 0"	14' 0"	14' 0"	14' 0"
		Standard	4' 8"	6' 5"	6' 10"	8' 7"	9' 2"	11' 7"	12' 2"	13' 5"	14' 0"	14' 0"	14' 0"
16" o.c.	SPF HF	#1 / #2	5' 8"	9' 8"	10' 0"	11' 5"	11' 10"	13' 7"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		#3	5' 5"	9' 6"	10' 0"	11' 3"	11' 8"	13' 5"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Stud	5' 5"	9' 6"	9' 10"	11' 3"	11' 8"	13' 5"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Standard	5' 5"	8' 5"	9' 0"	11' 3"	11' 8"	13' 5"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
	SP DFL	#1	5' 11"	9' 9"	10' 2"	11' 6"	12' 0"	13' 8"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		#2	5' 8"	9' 8"	10' 0"	11' 5"	11' 10"	13' 7"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		#3	5' 6"	8' 11"	9' 6"	11' 4"	11' 9"	13' 6"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Stud	5' 6"	8' 11"	9' 6"	11' 4"	11' 9"	13' 6"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Standard	5' 5"	7' 10"	8' 4"	10' 6"	11' 2"	13' 5"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
12" o.c.	SPF HF	#1 / #2	6' 3"	10' 7"	11' 0"	12' 7"	13' 0"	13' 7"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		#3	5' 11"	10' 6"	10' 10"	12' 5"	12' 10"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Stud	5' 11"	10' 6"	10' 10"	12' 5"	12' 10"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Standard	5' 11"	9' 9"	10' 5"	12' 5"	12' 10"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
	SP DFL	#1	6' 6"	10' 9"	11' 12"	12' 8"	13' 2"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		#2	6' 3"	10' 7"	11' 0"	12' 7"	13' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		#3	6' 1"	10' 3"	10' 11"	12' 6"	12' 11"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Stud	6' 1"	10' 3"	10' 11"	12' 6"	12' 11"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"
		Standard	5' 11"	9' 1"	9' 8"	12' 1"	12' 10"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"	14' 0"

Bracing Group Species and Grades:

Group A:

Spruce-Pine-Fir: #1 / #2 Standard; #3 Stud

Hem-Fir: #2 Stud; #3 Standard

Douglas Fir-Larch: #3; Stud; Standard

Southern Pine***: #3; Stud; Standard

Group B:

Hem-Fir: #1 & Btr; #1

Douglas Fir-Larch: #1; #2

Southern Pine***: #1; #2

1x4 Braces shall be SRB (Stress-Rated Board).

***For 1x4 So. Pine use only Industrial 55 or Industrial 45 Stress-Rated Boards. Group B values may be used with these grades.

Gable Truss Detail Notes:

Wind Load deflection criterion is L/240.

Provide uplift connections for 30 plf over continuous bearing (5 psf TC Dead Load).

Gable end supports load from 4' 0" outlookers with 2' 0" overhang, or 12" plywood overhang.

Attach 'L' braces with 10d (0.128"x3.0" min) nails.

* For (1) 'L' brace: space nails at 2" o.c. in 18" end zones and 4" o.c. between zones.

** For (2) 'L' braces: space nails at 3" o.c. in 18" end zones and 6" o.c. between zones.

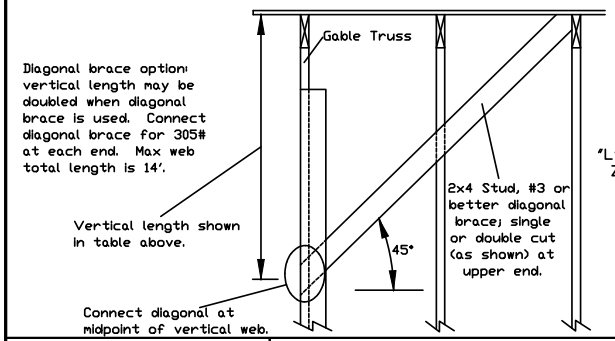
'L' bracing must be a minimum of 80% of web member length.

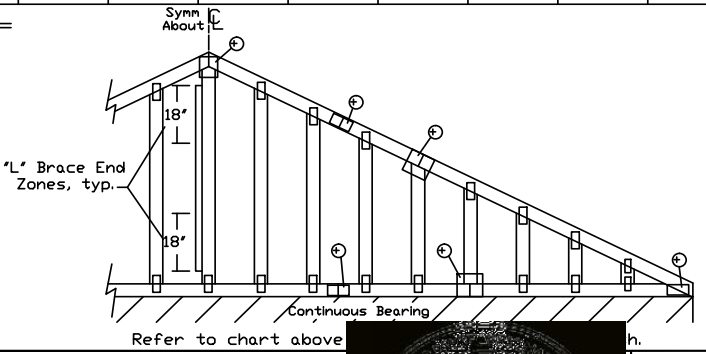
Gable Vertical Plate Sizes

Vertical Length	No Splice
Less than 4' 0"	1X4 or 2X3
Greater than 4' 0", but less than 11' 6"	2X4
Greater than 11' 6"	3X4

+ Refer to common truss design for peak, splice, and heel plates.

Refer to the Building Designer for conditions not addressed by this detail.





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MAX. TOT. L.D. 60 PSF

MAX. SPACING 24.0"

REF	ASCE7-16-GAB11515
DATE	01/26/2018
DRWG	A11515ENC160118

ASCE 7-16: 120 mph, 30' Mean Height, Closed, Exposure C
Common Residential Gable End Wind Bracing Requirements - Stiffeners

120 mph, 30ft. Mean Hgt, ASCE 7-16, Enclosed, Exp C, or
100 mph, 30ft. Mean Hgt, ASCE 7-16, Enclosed, Exp D, or
100 mph, 30ft. Mean Hgt, ASCE 7-16, Part. Enclosed, Exp C,
Kzt = 1.00, Wind TC DL=5.0 psf, Wind BC DL=5.0 psf.

Lateral chord bracing requirements
Top: Continuous roof sheathing
Bot: Continuous ceiling diaphragm

See Engineer's sealed design referencing this detail for lumber, plates, and other information not shown on this detail.

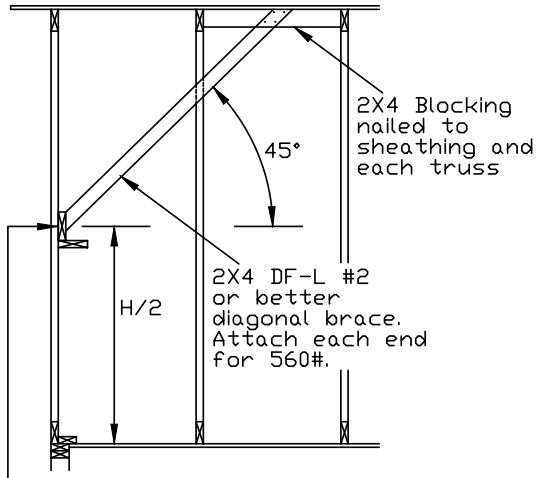
Nails: 10d box or gun (0.128"x3",min) nails.

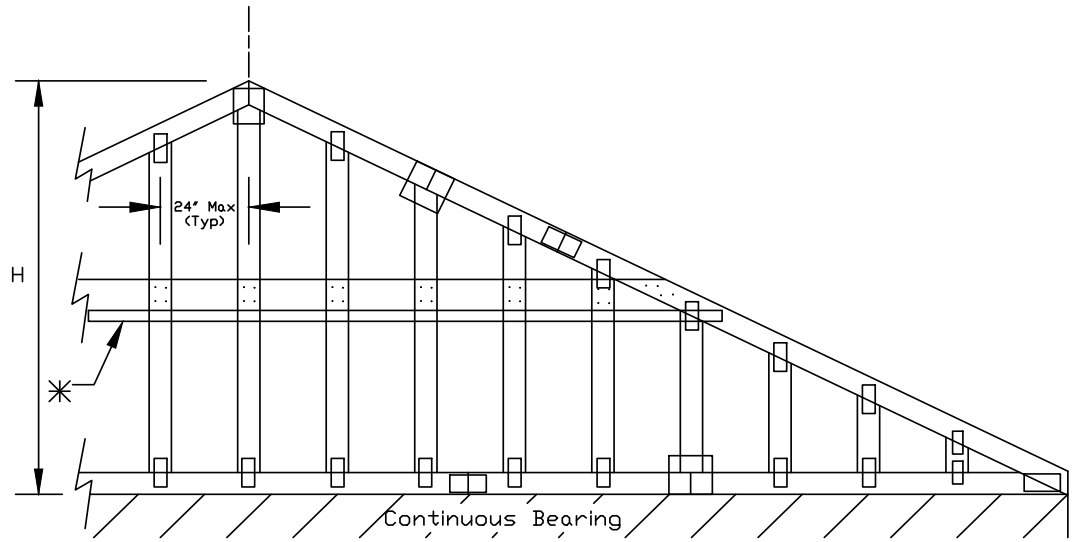
H Less than 4'6" - no stud bracing required

H Greater than 4'6" to 7'6" in length
provide a 2x6 stiffback at mid-height and brace stiffback to roof diaphragm every 6'0" (see detail below or refer to DRWG A12030ENC160118).

H Greater than 7'6" to 12'0" max:
provide a 2x6 stiffback at mid-height and brace to roof diaphragm every 4'0" (see detail below or refer to DRWG A12030ENC160118).

✳ Optional 2x L-reinforcement attached to stiffback with 10d box or gun (0.128" x 3", min.) nails @ 6" o.c.





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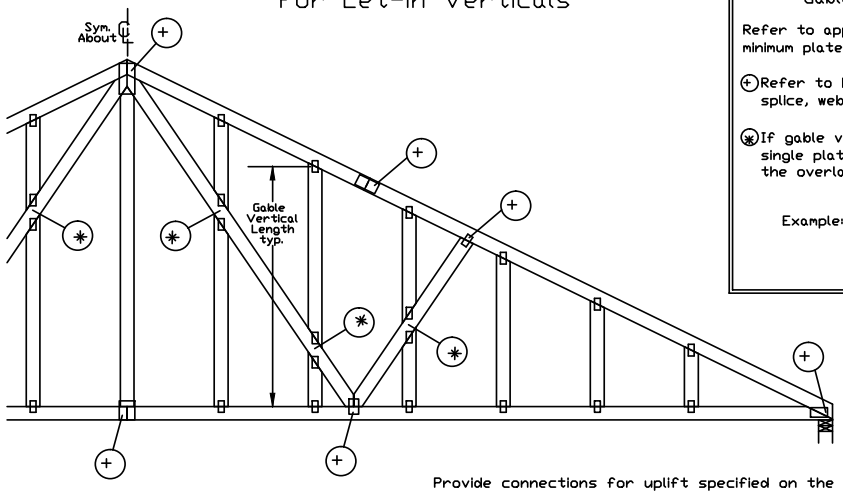


MAX. TOT. LD. 60 PSF

MAX. SPACING

REF	GE WHALER
DATE	01/02/2018
DRWG	GABRST160118

Gable Detail
For Let-in Verticals



Gable Truss Plate Sizes

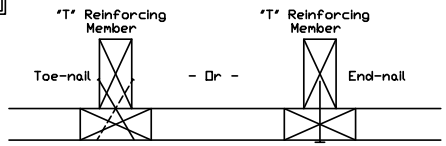
Refer to appropriate Alpine gable detail for minimum plate sizes for vertical studs.

⊕ Refer to Engineered truss design for peak, splice, web, and heel plates.

⊛ If gable vertical plates overlap, use a single plate that covers the total area of the overlapped plates to span the web.

Example: 2X4 2X4 2X8

"T" Reinforcement Attachment Detail



Provide connections for uplift specified on the engineered truss design.

Attach each "T" reinforcing member with
End Driven Nails:
10d Common (0.148"x 3.",min) Nails at 4" o.c. plus
(4) nails in the top and bottom chords.

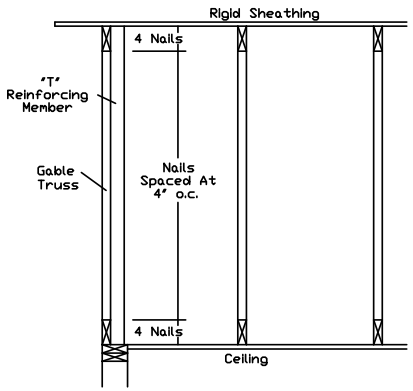
Toenailed Nails:
10d Common (0.148"x3",min) Toenails at 4" o.c. plus
(4) toenails in the top and bottom chords.

This detail to be used with the appropriate Alpine gable detail for ASCE wind load.

ASCE 7-05 Gable Detail Drawings
A13015051014, A12015051014, A11015051014, A10015051014, A14015051014, A13030051014, A12030051014, A11030051014, A10030051014, A14030051014

ASCE 7-10 & ASCE 7-16 Gable Detail Drawings
A11515ENC100118, A12015ENC100118, A14015ENC100118, A16015ENC100118, A18015ENC100118, A20015ENC100118, A20015END100118, A20015PED100118, A11530ENC100118, A12030ENC100118, A14030ENC100118, A16030ENC100118, A18030ENC100118, A20030ENC100118, A20030END100118, A20030PED100118, S11515ENC100118, S12015ENC100118, S14015ENC100118, S16015ENC100118, S18015ENC100118, S20015ENC100118, S20015END100118, S20015PED100118, S11530ENC100118, S12030ENC100118, S14030ENC100118, S16030ENC100118, S18030ENC100118, S20030ENC100118, S20030END100118, S20030PED100118

See appropriate Alpine gable detail for maximum unreinforced gable vertical length.



To convert from "L" to "T" reinforcing members, multiply "T" increase by length (based on appropriate Alpine gable detail).

Maximum allowable "T" reinforced gable vertical length is 14' from top to bottom chord.

"T" reinforcing member material must match size, specie, and grade of the "L" reinforcing member.

Web Length Increase w/ "T" Brace

"T" Reinf. Mbr. Size	"T" Increase
2x4	30 %
2x6	20 %

Example:
ASCE 7-10 Wind Speed = 120 mph
Mean Roof Height = 30 ft, Kzt = 1.00
Gable Vertical = 24"o.c. SP #3
"T" Reinforcing Member Size = 2x4
"T" Brace Increase (From Above) = 30% = 1.30
(1) 2x4 "L" Brace Length = 8' 7"
Maximum "T" Reinforced Gable Vertical Length
1.30 x 8' 7" = 11' 2"

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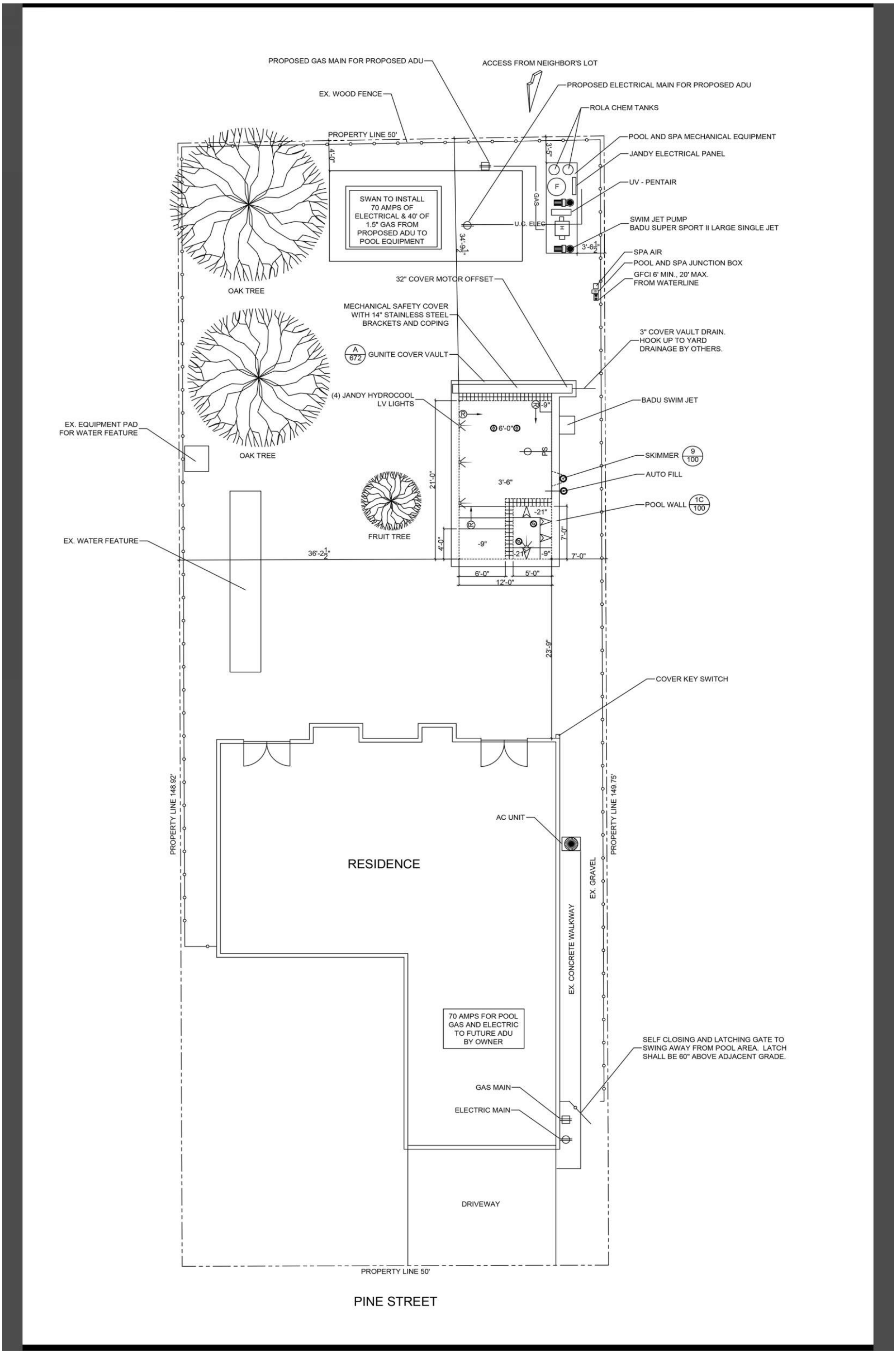
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MAX. TOT. LD. 60 PSF
DUR. FAC. ANY
MAX. SPACING 24.0"

REF	LET-IN VERT
DATE	01/02/2018
DRWG	GBLLETIN0118


PROPOSED GAS MAIN FOR PROPOSED ADU
ACCESS FROM NEIGHBOR'S LOT
PROPOSED ELECTRICAL MAIN FOR PROPOSED ADU
EX. WOOD FENCE
ROLA CHEM TANKS
PROPERTY LINE 50'
POOL AND SPA MECHANICAL EQUIPMENT
JANDY ELECTRICAL PANEL
UV - PENTAIR
SWIM JET PUMP
BADU SUPER SPORT II LARGE SINGLE JET
SPA AIR
POOL AND SPA JUNCTION BOX
GFCI 6' MIN., 20' MAX.
FROM WATERLINE
SWAN TO INSTALL
70 AMPS OF
ELECTRICAL & 40' OF
1.5" GAS FROM
PROPOSED ADU TO
POOL EQUIPMENT
U.G. ELEC
GAS
4'-0"
3'-5"
34'-9½"
3'-6½"
OAK TREE
32" COVER MOTOR OFFSET
MECHANICAL SAFETY COVER
WITH 14" STAINLESS STEEL
BRACKETS AND COPING
3" COVER VAULT DRAIN.
HOOK UP TO YARD
DRAINAGE BY OTHERS.
A/672 GUNITE COVER VAULT
(4) JANDY HYDROCOOL
LV LIGHTS
BADU SWIM JET
EX. EQUIPMENT PAD
FOR WATER FEATURE
OAK TREE
6'-0"
SKIMMER 9/100
AUTO FILL
POOL WALL 1C/100
21'-0"
3'-6"
-21"
-9"
7'-0"
FRUIT TREE
EX. WATER FEATURE
36'-2½"
4'-0"
6'-0"
5'-0"
12'-0"
23'-9"
COVER KEY SWITCH
PROPERTY LINE 148.92'
AC UNIT
RESIDENCE
EX. GRAVEL
EX. CONCRETE WALKWAY
PROPERTY LINE 149.75'
70 AMPS FOR POOL
GAS AND ELECTRIC
TO FUTURE ADU
BY OWNER
SELF CLOSING AND LATCHING GATE TO
SWING AWAY FROM POOL AREA. LATCH
SHALL BE 60" ABOVE ADJACENT GRADE.
GAS MAIN
ELECTRIC MAIN
DRIVEWAY
PROPERTY LINE 50'
PINE STREET

Agenda Item 15.2

1520 Pine Street

Requesting exemption for separate water and sewer utility connections for proposed ADU

November 14, 2023

Water Service System Code

13.04.050 (C) Water service connections—Installation generally

C. Multiple Connections Prohibited Generally. No one service connection shall supply water to more than one premises.

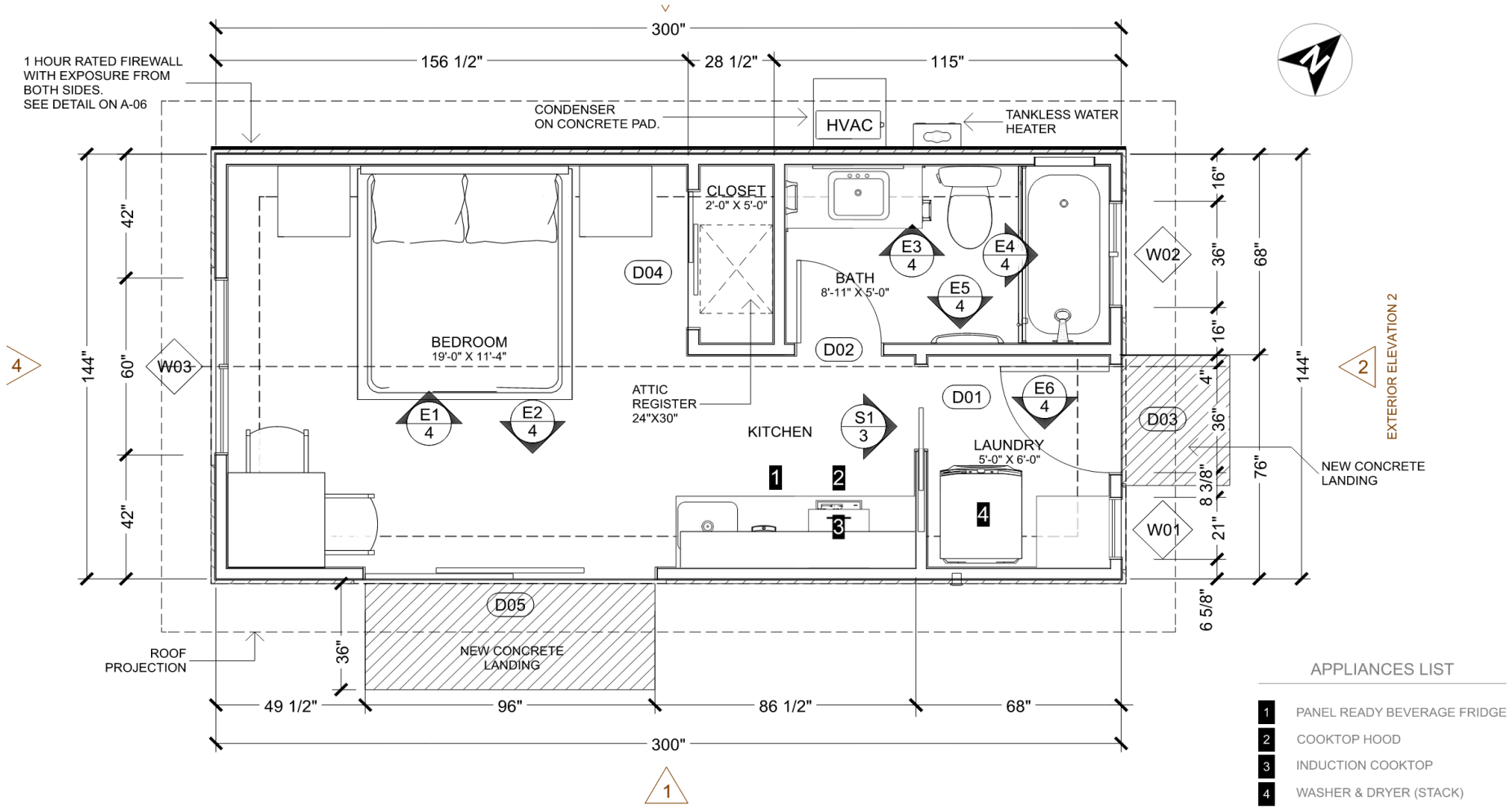
17.116.030 (G) Fees

C. …all ADUs and JADUs that are not covered by subsection (G)(2)(b) of this section require a new, separate utility connection directly between the ADU or JADU and the utility.

13.04.050 (D) Water service connections—Installation generally

D. If under particular circumstances it be determined by the city council that it be impracticable to install one service connection for every premises and advantageous to the department to furnish water to more than one premises through one service connection, then water may be so furnished by the department.

1520 Pine Street



APPLIANCES LIST

1. PANEL READY BEVERAGE FRIDGE
2. COOKTOP HOOD
3. INDUCTION COOKTOP
4. WASHER & DRYER (STACK)

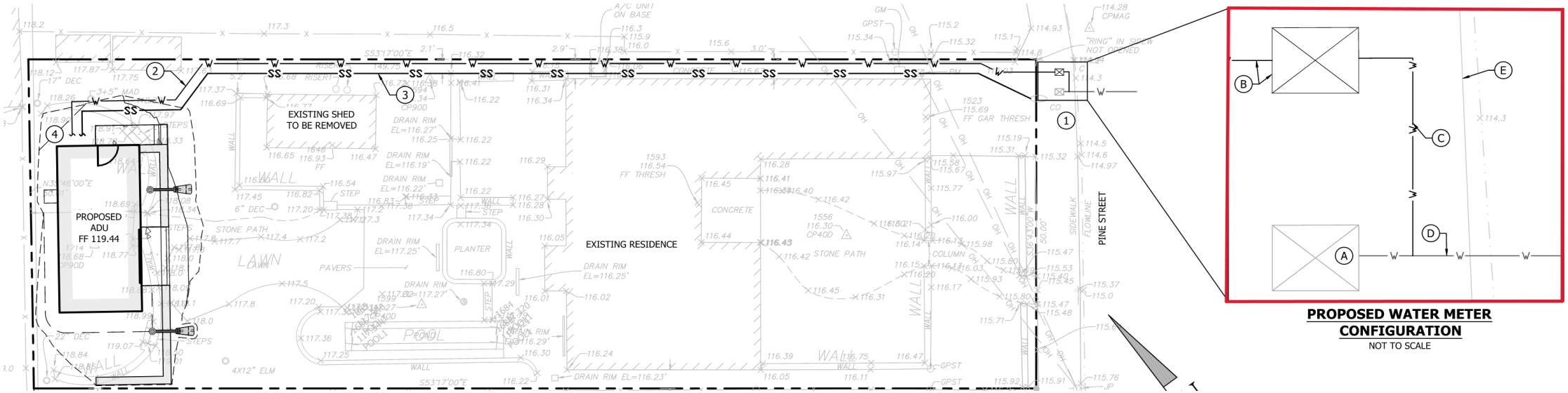
1520 Pine Street

Applicant has applied for a building permit to install a new 300 square foot ADU.

- The applicant is requesting an exemption to the requirement to install separate water and sewer connections to the existing mains in Pine Street.

- The applicant petitions that the existing utility connections to the property have sufficient capacity to serve the new ADU.

1520 Pine Street



Applicant's Proposal:

- Connect new onsite sewer pipe to existing sewer lateral.
- Connect new water meter/service line for ADU to the existing service between the existing meter/main.

1520 Pine Street

Public Works recommends the grant of an exemption for additional *water* and *sewer* connections due to the following considerations:

- Relatively small size of the ADU (i.e. 300 SF) with a projected increase of 60 gallons per day.
- The cost to install separate utilities may exceed 25% of the overall project costs.
- The applicant has provided an Engineering Report demonstrating the performance sufficiency of existing service connections.
- Installation of a water service for the proposed ADU to be connected to the existing water service as proposed.