



City of St. Helena
Regular City Council Meeting
Tuesday, January 23, 2024 @ 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. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

- 5.1. Consideration and proposed approval of Regular Meeting Minutes of January 9, 2024.

9 - 12

[01-09-2024 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: 6:10 p.m.

- 6.1. [Public Comment.Ken Stanton](#)

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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

None

9. STAFF BRIEFING

None

10. 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: 6:30 p.m.

10.1. November 2023 Review and Forecasting of City Water Supply Availability. 15 - 20

CEQA Determination: Exempt

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

[Staff Report - Pdf](#)

10.2. December 2023 Review and Forecasting of City Water Supply Availability. 21 - 26

CEQA Determination: Exempt

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

[Staff Report - Pdf](#)

10.3. Consideration and adoption of a Resolution: (1) Awarding the C19-03 Crane Park Lighting Improvement Project to Musco Sports Lighting LLC in the amount of \$297,268.91; (2) Authorizing the City Manager to execute the Construction Contract with Musco Sports Lighting LLC in the amount of \$297,268.91; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA). 27 - 51

CEQA Determination: Exempt
Prepared By: Mario Traverso, Project Manager
Recommendation:
Approve the Resolution
[Staff Report - Pdf](#)
[Public Comment.James Decker](#)

- 10.4. Approval of a Resolution authorizing Amendment No. 6 to the STH Contract: FY2021-077 in the amount of \$271,986 with Operational Technical Services for a total amount not-to-exceed of \$1,397,186 for temporary Wastewater Treatment Plant operators 53 - 59

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Staff recommends adoption of the attached Resolution.
[Staff Report - Pdf](#)

- 10.5. Adopting a Resolution authorizing a Memorandum of Understanding for Fire Department Regional Grant Applications. 61 - 71

CEQA Determination: Not a CEQA project
Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector
Recommendation:
Adopt the attached resolution.
[Staff Report - Pdf](#)

- 10.6. Fiscal Year 2023 Annual Comprehensive Financial Report and Independent Auditor's Report on Internal Control Over Financial Reporting 73 - 82

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends the City Council receive accept the Comprehensive Annual Financial Report of the City of St. Helena for Fiscal Year Ended June 30, 2023.
[Staff Report - Pdf](#)

- 10.7. Consideration of a resolution authorizing the purchase of equipment related to critical infrastructure rehabilitation at the Wastewater Treatment plant to include the purchase of one 24-inch and one 36-inch "Channel Monster" and rehabilitation of three influent pumps at the Wastewater Treatment Plant for a not-to-exceed cost of \$149,053.81. 83 - 113

CEQA Determination: Exempt
Prepared By: Clayton Church, Public Works Operations Manager,
Lesley Milton, Asst. to the City Manager
Recommendation:
Staff recommends the adoption of a resolution authorizing the purchase of equipment and rehabilitation pumps for the Wastewater Treatment Plant in the amount of \$149,053.81.

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

Estimated start time: 6:35 p.m.

- 11.1. Introduction and first reading of an ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of sidewalks and driveway approaches fronting private property. 115 - 132

Estimated start time: 7:05 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Introduce and waive the first reading of the proposed revisions to the ordinance; schedule second reading on 2/13/23.

[Staff Report - Pdf](#)

- 11.2. Introduction and first reading of Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of **sewer laterals** serving private property. 133 - 144

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Introduce/waive ordinance as noted; schedule second reading for 2/27/23.

[Staff Report - Pdf](#)

- 11.3. Introduction and first reading of Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of **water laterals** serving private property. 145 - 184

Estimated start time: 7:20 p.m.

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Introduce and waive the first reading of the proposed revisions to the ordinance; schedule second reading on 2/14/23.

[Staff Report - Pdf](#)

- 11.4. Consideration and proposed approval of a Resolution approving the annexation of the properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District No.1, MSD Annexation No. 147; and 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148. 185 - 197

Estimated start time: 6:50 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St. Helena Municipal Sewer District No. 1 MSD.

[Staff Report - Pdf](#)
[Annexation Public Hearing 1.23.24](#)

12. OLD BUSINESS

None

13. NEW BUSINESS

Estimated start time: 7:35 p.m.

- 13.1. Fiscal Year (FY) 2023-24 2nd Quarter Finance Report and Consideration of a Resolution Approving Mid-Year Budget Adjustments for FY 2023-24. 199 - 253

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

[Staff Report - Pdf](#)
[FY 24 Q2 Mid Year Finance Report 01.23.2024](#)

- 13.2. Consideration of Process for Appointment to Fill City Council Vacancy 255 - 257

Estimated start time: 7:50 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
Establish a process for the appointment of a new City Councilmember to fill the vacancy left by Councilmember Hardy's resignation.

[Staff Report - Pdf](#)

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

The next Regular City Council meeting is scheduled for 23 Jan 2024, 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 23 Jan 2024.



Cindy Tzaopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 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, January 9, 2024 @ 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, and Council Member Billy Summers

Absent: Council Member Lester Hardy

- 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, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Lester Hardy

ABSTAIN: None

RECUSE: None

5. ADOPTION OF MINUTES

- 5.1** Consideration and proposed approval of Regular Meeting Minutes of December 14, 2024

Prepared By: Cindy Tzaopoulos, City Clerk

Council Member Anna Chouteau moved to approve Regular Meeting Minutes of December 14, 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

Regular City Council
January 9, 2024

Chouteau, and Council Member Billy Summers
NOES: None
ABSENT: Council Member Lester Hardy
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

No public comment was received.

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

7.1

City Attorney Ethan Walsh reported that there was no reportable action from the January 9, 2024 special City Council closed session meeting.

Reports were made by staff.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

None

9. STAFF BRIEFING

- 9.1 Demonstration of New Citizens Request Portal - St. Helena Grapevine by Lesley Milton, Asst. to the City Manager

Estimated start time: 6:30 p.m.

Assistant to the City Manager Milton made the presentation.

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 Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration project, Capital Improvement Project R22-79.

CEQA Determination: Exempt

Prepared By: Mario Traverso, Project Manager, Rebecca White, Administrative Assistant

Recommendation:

Regular City Council
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Approve the Resolution

- 10.2 Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Coastland Civil Engineering LLP for the R24-79 Pavement Restoration Project in an amount not-to-exceed \$110,226 and authorizing the City Manager to execute the agreement.

CEQA Determination: Exempt

Prepared By: Mario Traverso, Project Manager

Recommendation:

Adopt the attached Resolution.

- 10.3 Approval of a Resolution ratifying additional expenditures and contracts modifications totaling \$575,877.90 related to Resolution 2023-106 Public Emergency for Discolored Water and authorizing use of Water Operations Fund balance for the repairs.

CEQA Determination: Not a CEQA project

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

Recommendation:

Approve the Attached Resolution

Vice Mayor Eric Hall moved to adopt consent 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, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Lester Hardy

ABSTAIN: None

RECUSE: None

11. PUBLIC HEARINGS

None

12. OLD BUSINESS

None

13. NEW BUSINESS

None

14. CITY COUNCIL REPORTS:

Regular City Council
January 9, 2024

- 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
- Reports were made by the City Council.

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 6:23 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

Cindy Tzaopoulos

From: Ken Stanton <ken.stan395@gmail.com>
Sent: Tuesday, January 23, 2024 12:33 PM
To: cityclerk
Cc: Richard Seiferheld
Subject: [External] St Helena walking paths

Follow Up Flag: Follow up
Flag Status: Flagged

To Members of the St. Helena City Council,

I wish to lend my support for the concept of increasing the number and quality of walking paths in our city. Some of you may know me as the author of the first hiking guide to our county, Great Day Hikes in and around Napa Valley. As I began the research for this book, there was some doubt as to whether there were enough public trails to make it worthwhile. Napa county was far behind other Bay Area counties at that time (1995) in recreation opportunities of that kind.

I'm pleased to say that since then things have changed dramatically. With the help of agencies like the county's Open Space District and demand from the public, the third edition of my hiking guide in 2008 included more than 200 additional miles of hiking trails.

And since 2020 there has been an exponential increase in use of hiking and bicycling trails by the local populace. Lake Hennessey is a prime example. The value of experiencing nature while exercising is so well known now there is no need to elaborate on the benefits. I am encouraged that St Helena is giving its support to the Vine Trail and give my endorsement to improving existing paths and opening new, appropriate walking and biking paths within and around the City of St Helena.

Thank You,
 Ken Stanton
 St Helena/Angwin



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	January 23, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	November 2023 Review and Forecasting of City Water Supply Availability.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 3: Pursue Water Security & Sustainable Management of Water Resources
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

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

DISCUSSION:

In connection with City Council Goals 2 and 3, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for November 2023. The water produced for November 2023 is up by 65% when compared to November 2022 and is down -33%

compared to the average of November 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	November 2022 (Acre-Feet)	November 2023 (Acre-Feet)
Bell Canyon	52.92	44.21	18.59
Stonebridge Wells	32.16	10.13	23.8
Napa Water	49.26	0.86	48.17
Total	134.34	55.2	90.56

- Percent change from November 2022: 65%
- Percent change from average of November 2018 - 2020: -33%

Bell Canyon Reservoir

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

As of November 1, 2023, Bell Canyon Reservoir elevation was at 416.91 feet representing approximately 2,004.8 acre feet (AF) and 84.11% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on November 1st in 2021, 2022, and 2023.

Year	2021	2022	2023
Bell Canyon Elevation Level	413.54 Ft.	409.04 Ft.	416.88 Ft.
Acre Feet	1,765 AF	1,471 AF	2,002.61 AF
Percent Capacity	74.1%	61.7%	84.01%

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

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest

year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

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

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of November 2023, Rutherford Pump Station was producing an average of .52 MG/day for a total of 48.17 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not Applicable.

DOCUMENTS ATTACHMENTS:

[MWR November 1-30 2023](#)

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

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

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE____
 RECEIVED:____ BY: __

November 1-30, 2023

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	18.59	23.80	0.06	48.17	-0.44
AMOUNT PRODUCED in MG	6.06	7.75	0.02	15.69	-0.14
PERCENT	20.6%	26.4%		53.4%	-0.5%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	29.50 MG	45.42 MG
MAXIMUM DAILY PRODUCED	n/a MG	3.45 MG
MINIMUM DAILY PRODUCED	n/a MG	0.66 MG
AVERAGE DAILY PRODUCED	0.98 MG	2.05 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	198.69 AF	29.3%	287.45 AF	46.6%
	64.72 MG		93.63 MG	
NAPA WATER	256.50 AF	37.8%	191.78 AF	31.1%
	83.55 MG		62.47 MG	
STONEBRIDGE POTABLE WELLS	222.63 AF	32.8%	137.31 AF	22.3%
	72.52 MG		44.73 MG	
TOTAL WATER PRODUCED	677.82 AF	100.0%	616.54 AF	100.0%
DELIVERY (ALL)				

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.01 MG/Nov. 1 -30	0.00 MG/Nov. 1-30
NAPA VALLEY COLLEGE	0.01 MG/Nov. 1 -30	0.00 MG/Nov. 1-30

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	416.88 FT.	409.04 FT.
MONTHLY RISE OR DROP	0.18 FT.	-0.53 FT.
CAPACITY AT END OF PERIOD	2002.61 AF	1471.00 AF
PERCENT OF FULL CAPACITY	84.0 %	61.7 %
RAINFALL IN THIS PERIOD	2.60 IN	1.02 IN
TOTAL RAINFALL SEASON TO DATE	3.18 IN	2.16 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	45-79	43-66
AVERAGE	60.4	54

REMARKS

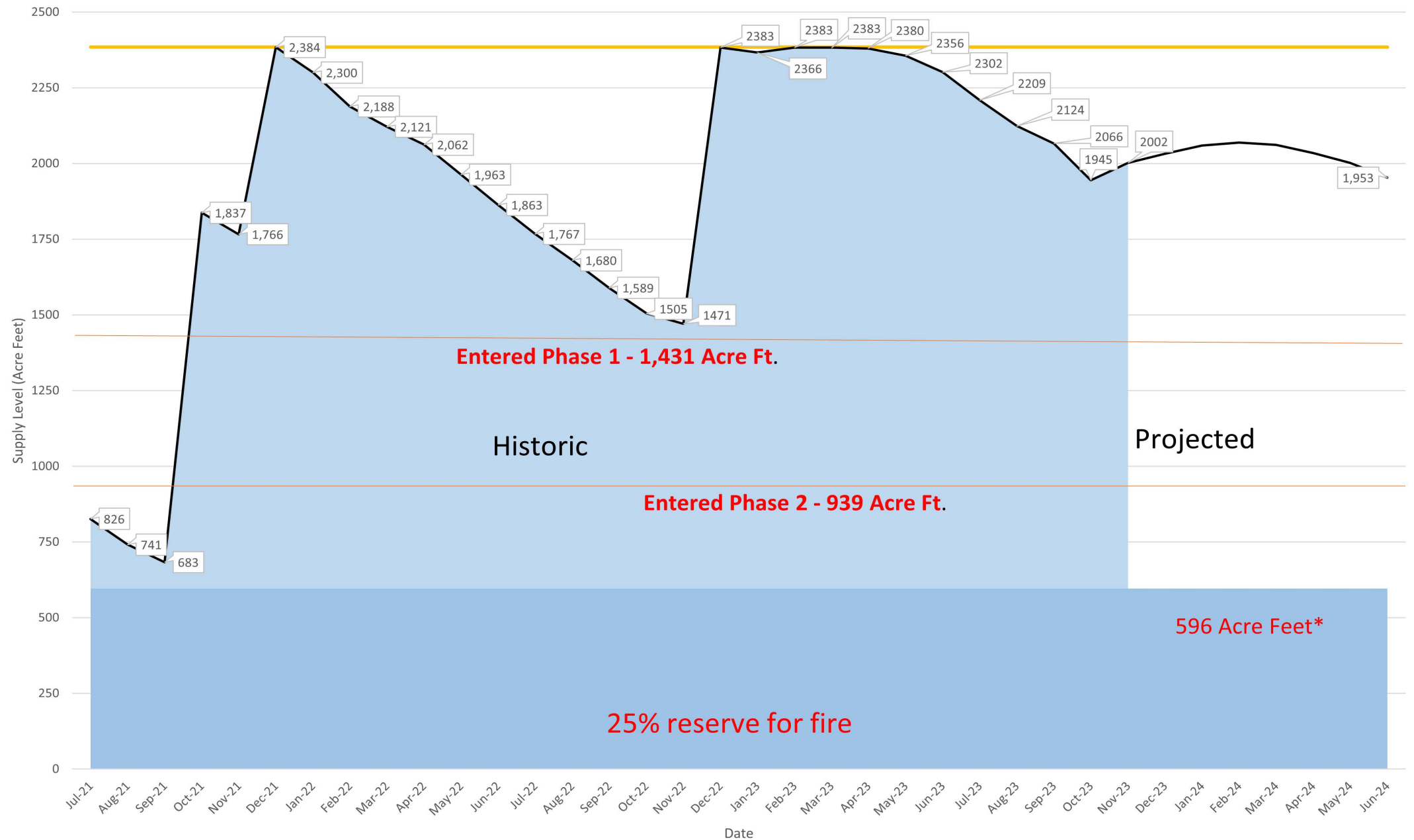
City of Napa Water Delivery: RPS producing an average of 0.52 MG/day during November 2023.

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

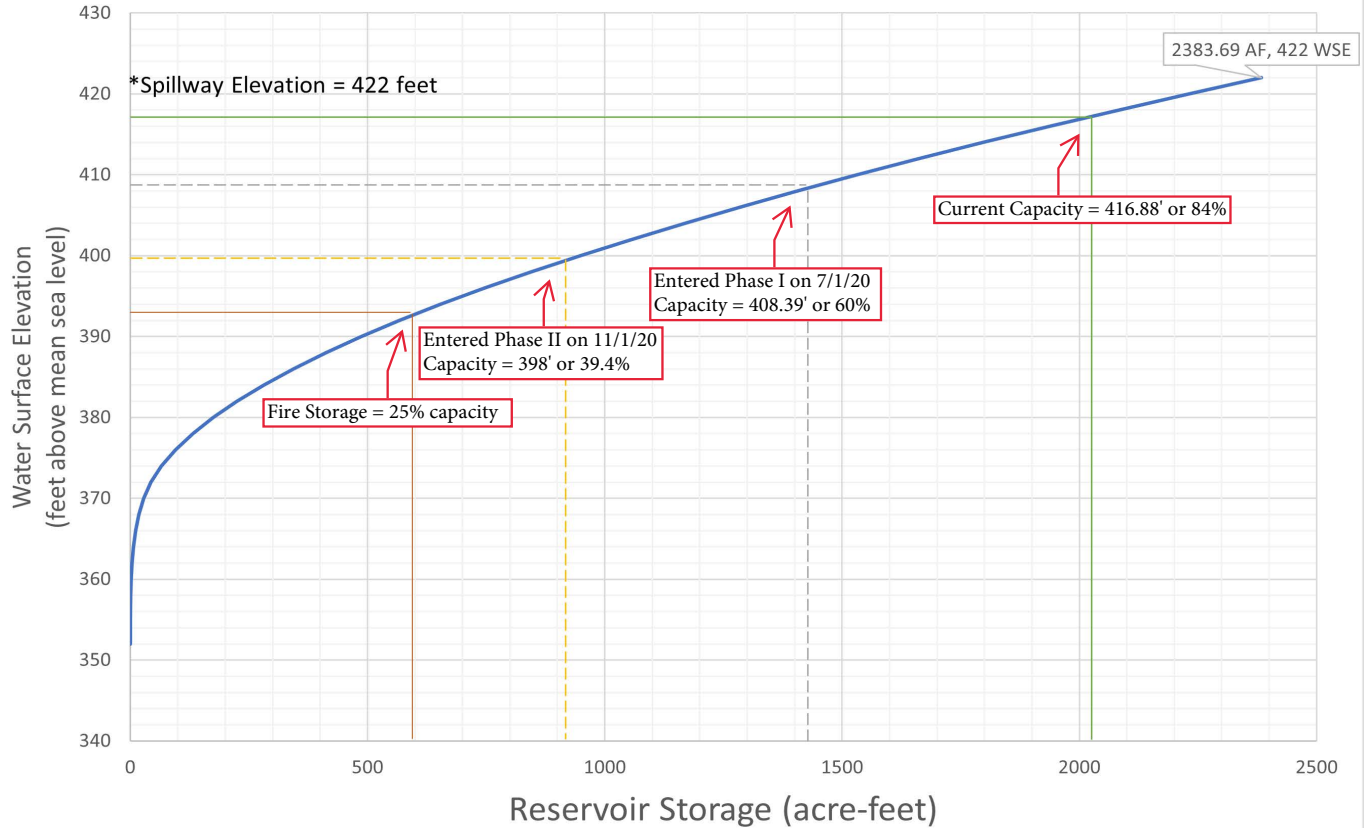
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast

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



Bell Canyon Reservoir Stage-Storage Relationship





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

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GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 3: Pursue Water Security & Sustainable Management of Water Resources
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FINANCIAL IMPACT:	None.

BACKGROUND:

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DISCUSSION:

In connection with City Council Goals 2 and 3, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for December 2023. The water produced for December 2023 is up by 21% when compared to December 2022 and is down -3%

compared to the average of December 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	December 2022 (Acre-Feet)	December 2023 (Acre-Feet)
Bell Canyon	41	20	10.41
Stonebridge Wells	10	8	34.19
Napa Water	40	45	43.76
Total	92	73	88.36

- Percent change from December 2022: 21%
- Percent change from average of December 2018 - 2020: -3%

Bell Canyon Reservoir

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

As of December 1, 2023, Bell Canyon Reservoir elevation was at 416.91 feet representing approximately 2,004.8 acre feet (AF) and 84.11% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on December 1st in 2021, 2022, and 2023.

Year	2021	2022	2023
Bell Canyon Elevation Level	422.39 Ft.	422.27 Ft.	416.91 Ft.
Acre Feet	2,383 AF	2,383 AF	2,004.8 AF
Percent Capacity	100%	100%	84.11%

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

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest

year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

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

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of December 2023, Rutherford Pump Station was producing an average of .45 MG/day for a total of 43.76 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not Applicable.

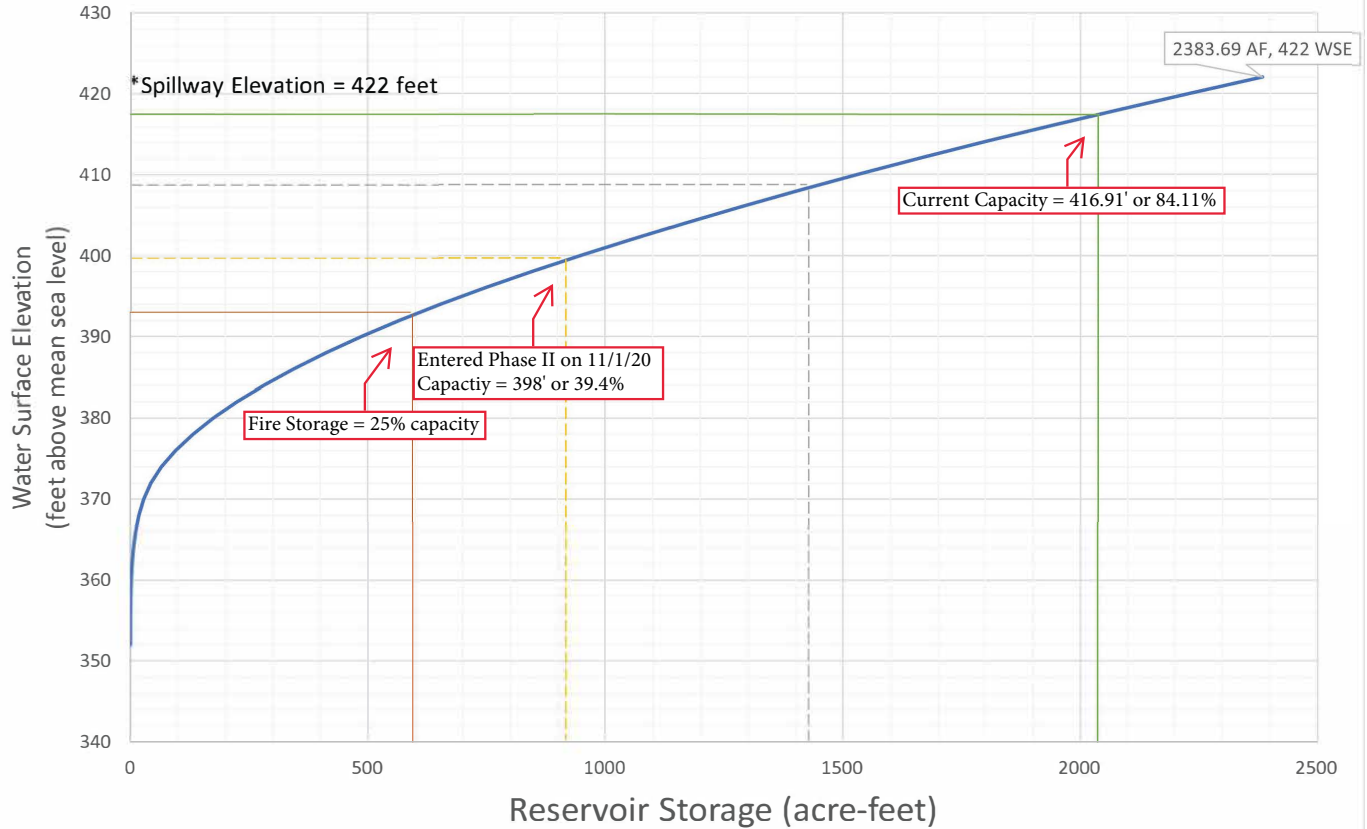
DOCUMENTS ATTACHMENTS:

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

[MWR December 1-31 2023](#)

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

Bell Canyon Reservoir Stage-Storage Relationship



**CITY OF ST. HELENA
MONTHLY WATER REPORT**

CC: CC__X__ PC__X__ FILE____
RECEIVED:____ BY: __

December 1-31, 2023

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	10.41	34.19	0.02	43.76	-0.44
AMOUNT PRODUCED in MG	3.39	11.14	0.01	14.25	-0.14
PERCENT	11.8%	38.9%		49.8%	-0.5%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	28.78 MG	24.25 MG
MAXIMUM DAILY PRODUCED	n/a MG	1.46 MG
MINIMUM DAILY PRODUCED	n/a MG	0.70 MG
AVERAGE DAILY PRODUCED	0.92 MG	1.08 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	209.10 AF	27.3%	307.56 AF	41.8%
	68.11 MG		100.18 MG	
NAPA WATER	300.26 AF	39.2%	282.71 AF	38.4%
	97.80 MG		92.09 MG	
STONEBRIDGE POTABLE WELLS	256.82 AF	33.5%	145.94 AF	19.8%
	83.65 MG		47.54 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	766.18 AF	100.0%	736.21 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.00 MG/Dec. 1 -31	0.02 MG/Dec. 1-31
NAPA VALLEY COLLEGE	0.01 MG/Dec. 1 -31	0.01 MG/Dec. 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	416.91 FT.	422.27 FT.
MONTHLY RISE OR DROP	0.02 FT.	13.23 FT.
CAPACITY AT END OF PERIOD	2004.80 AF	2383.00 AF
PERCENT OF FULL CAPACITY	84.1 %	100.0 %
RAINFALL IN THIS PERIOD	4.48 IN	9.66 IN
TOTAL RAINFALL SEASON TO DATE	7.66 IN	11.82 IN

TEMPERATURES

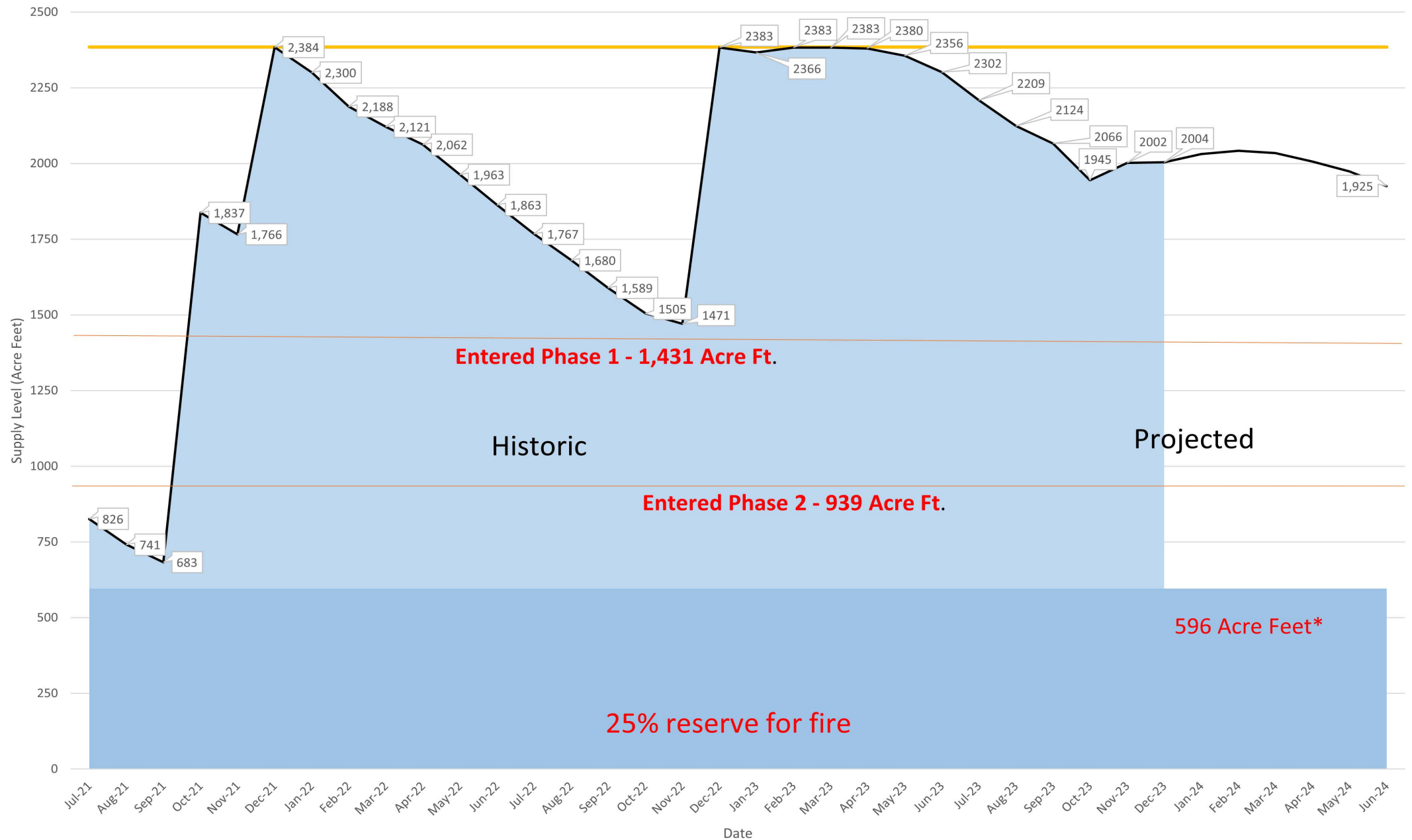
	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	32-68	38-64
AVERAGE	52	51

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.45 MG/day during December 2023.
DISCLAIMER: The data presented in this report is approximate and for informational purposes only.
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast

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





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	January 23, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and adoption of a Resolution: (1) Awarding the C19-03 Crane Park Lighting Improvement Project to Musco Sports Lighting LLC in the amount of \$297,268.91; (2) Authorizing the City Manager to execute the Construction Contract with Musco Sports Lighting LLC in the amount of \$297,268.91; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 5: Enhance Quality of Life, Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	The project was approved by City Council in 2018 with an established budget of \$30,000 for design. Currently, the project is listed in the CIP, scheduled for FY2023-24 with an approved budget of \$400,000 for construction.
STATEMENT OF THE PURPOSE:	The purpose of this action is to request for Council to consider a Resolution awarding a construction contract to Musco Sports Lighting LLC for the upgrade of lighting at the tennis courts at Crane Park.
FINANCIAL IMPACT:	The financial impact of the awarding the contract in the amount of \$297,268.91 is included in the adopted Capital Improvement Program budget utilizing Park Impact Fees.

BACKGROUND:

The current lighting system for the tennis courts at Crane Park was installed in 1994 which was an upgrade to an original lighting system installed 1982. The lighting vendor selected for the 1994 upgrade was Musco Sports Lighting LLC, a national manufacturer and vendor of stadium lighting products. The upgraded system was a packaged product which included the lamp heads, poles, and electrical controller.

DISCUSSION:

The current lighting system for the tennis courts at Crane Park has served the City for 30 years. In 2019 it was determined that the lighting system had reached the end of its serviceable life; a CIP project was created to initiate design efforts to pursue an updated lighting system. The City contracted with an engineering design firm to perform lighting studies and aid in specifying suitable replacements. Due to the existing lighting layout, pole height and infrastructure, ultimately it was determined that an updated Musco lamp head model and electrical controller, designed to be a direct replacement for the existing Musco lamp heads, was the suitable option which will better integrate with the existing lighting system infrastructure.

Musco has prepared a proposal to supply and install 32 replacement lamp heads, controls and switch gear. The proposed replacement lamp heads and electrical controller will provide many improvements and benefits to the City, court users and area residents. The updated LED lamp heads are significantly more energy efficient when compared to the existing metal halide bulbs. The design of the lamp heads will result in reduced glare and light spill as compared to the existing lamp heads. The updated electrical controller will allow for remote access with programable settings and timers. Additionally, the installation will include additional switching stations which will allow users to utilize the lights from multiple locations.

The legal authority for this action is set forth in the accompanying Resolution. If the Resolution is approved and the contract is awarded, construction activities are expected to commence in March. The installation is expected to take two weeks.

ENVIRONMENTAL REVIEW: None

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution](#)

[Attachment 2 - Excerpt from CIP](#)

[Attachment 3 - Contract Agreement](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

(1) Awarding the C19-03 Crane Park Lighting Improvement Project to Musco Sports Lighting LLC in the amount of \$297,268.91; (2) Authorizing the City Manager to execute the Construction Contract with Musco Sports Lighting LLC in the amount of \$297,268.91; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% 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 Crane Park Lighting Improvements Project was approved by the City Council on June 28, 2023, as identified in the 2023-24 budget and 5-Year Capital Improvement Program; and
- B. The existing lighting infrastructure and equipment at the Crane Park Tennis Courts was manufactured and sourced from Musco Sports Lighting LLC in 1994; and
- C. California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and
- D. City staff has determined that it is necessary to replace the existing lighting infrastructure and equipment at the Crane Park Tennis Courts with an updated Musco lamp head model and electrical controller designed to be a direct replacement for the existing Musco lamp heads (the "Replacement"), in order to match other products in use on a particular public improvement either completed or in the course of completion, as the anticipated cost to replace the existing lighting infrastructure and equipment at the Crane Park Tennis Courts with non-matching products would be substantially more expensive ("Staff Finding 1"); and
- E. City staff has determined that the cost of installation and such other work as would be a public project within the meaning of Public Contract Code Section 22000 et seq. in connection with the Replacement to be incidental, de minimis, and well within the limits permitting negotiated contracts under Public Contract Code Section 22000 et seq. (currently \$60,000) ("Staff Finding 2") (Staff Finding 1 and Staff Finding 2 are collectively referred to herein as the "Staff Findings").

RESOLUTION

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

1. The Staff Findings are hereby adopted by the City Council as its own.
2. The City Council authorizes the City Manager to execute a construction contract, in a form approved by the City Attorney that complies with all applicable law, in the amount of \$297,268.91 with Musco Sports Lighting LLC. for the C19-03 Crane Park Lighting Improvements Project for the Replacement; and
3. The City Council authorizes the Director of Public Works to approve change orders not to exceed 10% of the contract account; and
4. The C19-03 Crane Park Lighting Improvements Project for the Replacement 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.

Approved at a Regular Meeting of the St. Helena City Council on January 23, 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

Crane Park Lighting Improvements

Project No: C19-03**Category: Civic****Project Location: 360 Crane Avenue****Responsible Department:**

PROJECT PURPOSE & DESCRIPTION: Retrofit existing park light fixtures to LED and upgrade electrical equipment.

NOTES: Resolution 2018-167 - Establishing C19-03 with a budget of \$30,000

Resolution 2019-57 Revising Scope to include a light study for Tennis Courts

Estimated Construction FY 21 for Bocce, Skatepark, volleyball, and pathway lighting only.

FY 23 - Per P&R Commission - put together a break out group to work with Eric J. and Dave J. to look in more details to make a determination if they would like to recommend going forward with the tennis court lighting. Subcommittee - Chris W. and Tye T. - potentially look at grant funding for LED upgrades. Per P&R Commission - keep project on CIP project list at full cost.

FY24 - remaining lights to retrofit: Tennis Courts, Bocce Courts & bollard lighting

EXPENDITURE ACCOUNTS:

Fund: 733 Dept: 5010

EXPENDITURES								PROJECT TOTAL
	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	
3160 - Construction Contract			360,000					360,000
3170 - Contingency			40,000					40,000
EXPENDITURE TOTALS			400,000					400,000
FUNDING SOURCES								
223-Skate Park Lighting Fund								0
734-Park Impact Fees			400,000					400,000
FUNDING TOTALS			400,000					400,000



CONTRACT

CITY OF ST. HELENA STATE OF CALIFORNIA

THIS CONTRACT is made and entered into by and between the City of St. Helena, a California municipal corporation, hereinafter called "City", and _____, hereinafter called "Contractor," for the construction of the **Crane Park Lighting Improvements Project C19-03** (the "Project").

RECITALS

City has taken appropriate proceedings to authorize construction of the Project herein provided and execution of this Contract.

A proposal was received for the Project improvement hereinafter described.

On January 23, 2024, after notice duly given, the City Council of the City of St. Helena awarded the Contract for the construction of the Project improvement hereinafter described to Contractor, which the City Council found to be the lowest responsive and responsible bidder for construction of said Project improvement.

City and Contractor desire to enter into this Contract for the construction of said Project improvements.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents

The complete Contract consists of the following documents (hereinafter, the "Contract Documents"):

- A. The Proposal
- B. This Contract
- C. City of St. Helena General Conditions for City of St. Helena Construction Projects September 1997 (as amended)
- D. The Bid Bond, Faithful Performance Bond, Labor and Material Bond
- E. City of St. Helena Standard Specifications and Standard Plans, dated June 1998
- F. City of St. Helena Building Permit
- G. Approved and fully executed change orders
- H. Addenda

All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents.

All of the above-named Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said Contract Documents.

CRANE PARK LIGHTING
IMPROVEMENTS
PROJECT C19-03

C-1

2. Scope of Work

The scope of work is described in the Contract Documents.

3. Performance of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the work of construction as called for, and in the time and manner designated in, and in strict conformity with, the Contract Documents for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of the City of St. Helena, or his or her designated assistant or assistants.

4. Contract Price

City shall pay, and Contractor shall accept, in full payment for the work agreed to be done, the dollar amounts shown on the attached Bid Schedule. Increases or decreases in the quantities shall operate in the manner provided for in the Contract Documents. Payment in installments shall be as provided for in the Contract Documents.

5. Extra and/or Additional Work and Changes

Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said plans, specifications or other Contract Documents, it shall be at liberty to do so and the same shall in no way affect or make void the Contract. The value of such will be added to, or deducted from, the contract price, as the case may be, in accordance with the provisions for such contained in the Contract Documents.

6. Liquidated Damages

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum \$150.00 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents

7. Indemnification

Contractor shall provide indemnification and defense as set forth in the Special Provisions.

8. Provisions Cumulative

The provisions of this Contract are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

9. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of St. Helena
1088 College Avenue
St. Helena, Ca 94574
Attn: Public Works Department

Notices required to be given to Contractor shall be addressed as follows:

. [Click here and insert Contractor]
[Click here and insert address]
[Click here and insert City]

Notices required to be given to Sureties of Contractor shall be addressed as follows:

[Click here and insert Surety Company]
c/o [Click here and insert Surety]
[Click here and insert address]
[Click here and insert City]

DATED this day of , 2024 .

CITY OF ST. HELENA, a Municipal Corporation

CONTRACTOR: (Name and form of organization)

Anil Comelo
City Manager

Contractor's License No.

ATTEST:

By: _____
[Click here to insert Name and Title]

Cindy Tzafoopoulos, City Clerk

By: _____
[Click here to insert Name and Title]

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

Project Code: CIP No. C19-03

Quote

Date: October 9, 2023
Expiration date: November 9, 2023
To: Mario Traverso

Project: Crane Park
Saint Helena, CA
Musco Project Number: 201067

CRANE PARK LIGHTING IMPROVEMENTS PROJECT C19-03 PROPOSAL

All purchase orders should note the following:
Sourcewell purchase – contract number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Lighting	
(6) Tennis Courts -	\$ 286,980.00
Sales Tax – (Estimated at 8.25%).....	\$ 10,288.91
Total	\$ 297,268.91

Bonding is not included.
Quote is confidential. Pricing and lead times are effective for 30 days only.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles and uniformity of 3:1.

System Description

- (32) Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies

Control Systems and Services

- Player-activated pushbutton control system with strobe to provide timed on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Quote

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

- Unload fixtures, crossarms, driver enclosures, wire harnesses, and mounting hardware
- Removal and disposal of existing driver enclosures, crossarms, and fixtures on (12) existing poles.
- Install new driver enclosures, crossarms, LED fixtures, and ball tracker lights on (12) existing poles.
- Removal of existing Musco contactor cabinet.
- Installation of new Musco cabinet and termination of existing sports lighting conductors.
- Furnish and install (4) new weatherproof push button timer stations for tennis courts (each tennis court will have a single station located near an entrance at one side of each court).
- Furnish and install RMC conduit from nearest Musco light pole to each push button timer station.
- Furnish and install conductors for new push button timer stations and terminate as necessary.
- Removal of construction debris from site.
- All termination of drivers to fixtures as it relates to installation of new sport field lighting.
- All lifts to complete work.
- All work to be performed during normal business hours per general conditions with free and clear access to the workspace. No allowance for overtime is included.

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Obtain all county, city, fire department, and utility permits and/or permit fees.
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The storage of the material on site is the responsibility of the buyer

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
 Taylor Knoot
 Fax: 800-374-6402
 Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 041123-MSL



Quote

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Assuming 480 volt, 3-phase electrical system, subject to site evaluation or confirmation from electrical engineer
- Structural code and wind speed = 2022 CBC, 95 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jasen Deniz
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 530-812-7022
E-mail: jasen.deniz@musco.com





ADDENDUM NO. 1
to
PROJECT PLANS AND GENERAL CONDITIONS
FOR CONSTRUCTION OF

C19-03 CRANE PARK LIGHTING IMPROVEMENT PROJECT

IN THE CITY OF ST. HELENA

DATE: January 8, 2024
TO: Musco Sports Lighting LLC
SUBJECT: General Revisions
BID OPENING DATE N/A

This Addendum forms a part of the Contract Documents and modifies the Special Provisions as described below:

QUESTIONS AND ANSWERS

- Q:** The contract template specifies that *Payment* and *Performance Bonds* are required. Additionally, a *Maintenance Bond* in the amount of 20% of the contract sum is also required and must remain in place for one year from completion and acceptance of the work. Since the *Performance Bond* also remains in effect for one year after completion, is an additional *Maintenance Bond* needed? Additionally, the system will come with a 25-year warranty for all parts and labor.
- A:** Omit the requirements for the additional *Maintenance Bond*, as the provisions of such are provided by the *Performance Bond* and the *Manufacturer's Warranty*.
- Q:** No work may be subcontracted unless written consent is first obtained from the City. Musco will have Capitol Valley Electric as a subcontractor.
- A:** A *List of Subcontractors* form shall be provided and included in the contract. The inclusion of the completed list constitutes consent upon execution of the contract.

GENERAL CONDITIONS CLARIFICATIONS AND CHANGES

1. Section F-03 – This Project is considered a minor construction project with 2M/4M limits.
2. Section F-08 – Contractor shall supply an insurance declaration/acknowledgement in form as the sample referenced in the contract.
3. Section G-03 – The City acknowledges that a superintendent or foreperson may be employed by an entity other than the Prime Contractor and that there may be no direct Musco representation other than its representation by subcontractors at the job site during the course of construction.

4. Section G-08 – The Contractor shall coordinate with City if/when locates are needed. The City will be responsible for locating City-owned utilities within the Park. If digging or trenching is needed, the Contractor shall schedule a USA.
5. Section G-12 – The Contractor is required to obtain and pay for all permits. Required permits include a City of St. Helena Business License, and a Building Permit. The Contractor is responsible for fees associated with obtaining a business license. Building Permit fees, other than taxes will be waived.
6. Section G-15 – The use of the parking lot is permissible for storage and laydown needs. The Contractor shall coordinate with the City for specific needs. The Contractor shall coordinate with the City regarding court closure, which may also be used for low impact staging and storage needs.
7. Section G-30 – Trenching is not included in the scope of this project. Section shall be omitted from the General Conditions.
8. Section H-03 – Surveying is not included in the scope of this project. Section shall be omitted from the General Conditions.
9. Section I-06 – Samples are not included in the scope of this project. Section shall be omitted from the General Conditions.
10. Section I-07 – Soil sampling and testing is not included in the scope of this project. Section shall be omitted from the General Conditions.

SPECIAL PROVISIONS CLARIFICATIONS AND CHANGES

12. The Special Provisions amend the Standard Specifications of the State of California Department of Transportation. The Standard Specifications are not applicable to the scope of this project and shall be omitted insofar as a reference in the Contract Documents.
13. Section 5-4.07- A valid C-10 contractor's license is acceptable.

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR BID DOCUMENTS. NOTE THAT BID DOCUMENTS SUBMITTED WITHOUT A SIGNED COPY OF THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

By: _____
Mario Traverso, Project Manager **Date**

The undersigned has received and read this addendum.

_____ Contractor	_____ Signature
_____ Name (printed)	_____ Date

FAITHFUL PERFORMANCE BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of St. Helena, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No. _____**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and

CRANE PARK LIGHTING
IMPROVEMENTS
PROJECT C19-03

make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal) _____
Contractor/ Principal
By _____
Title _____

(Corporate Seal) _____
Surety
By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

LABOR AND MATERIALS BOND
(Construction)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of St. Helena (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

CRANE PARK LIGHTING
IMPROVEMENTS
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C-8

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

EXHIBIT A

CERTIFICATION - LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[Contractor Name]

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT B**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT C**FLEET COMPLIANCE CERTIFICATION**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

LIST OF SUBCONTRACTORS

Attention is directed to the section titled "Subcontracting" of the Special Provisions. The Contractor shall perform work equaling at least _____ percent (_____ %) of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractors Total Bid Price or \$10,000, whichever is greater, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

[illegible]

<u>ACORD</u>		CERTIFICATE OF INSURANCE		ISSUE DATE: _____											
PRODUCER: _____ _____ _____			THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED: _____ _____ _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE:</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: <u>Insurance Company name</u></td> <td><u>?</u></td> </tr> <tr> <td>INSURER B: <u>Insurance Company name</u></td> <td><u>?</u></td> </tr> <tr> <td>INSURER C: <u>Insurance Company name</u></td> <td><u>?</u></td> </tr> <tr> <td>INSURER D: _____</td> <td>_____</td> </tr> </table>			INSURERS AFFORDING COVERAGE:	NAIC#	INSURER A: <u>Insurance Company name</u>	<u>?</u>	INSURER B: <u>Insurance Company name</u>	<u>?</u>	INSURER C: <u>Insurance Company name</u>	<u>?</u>	INSURER D: _____	_____
INSURERS AFFORDING COVERAGE:	NAIC#														
INSURER A: <u>Insurance Company name</u>	<u>?</u>														
INSURER B: <u>Insurance Company name</u>	<u>?</u>														
INSURER C: <u>Insurance Company name</u>	<u>?</u>														
INSURER D: _____	_____														
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.															
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS										
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				EACH OCCURRENCE	\$2,000,000									
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$									
					MED. EXP. (Any one person)	\$									
					PERSONAL & ADV INJURY	\$									
					GENERAL AGGREGATE	\$2,000,000									
					PRODUCTS COMP/OP AGG.	\$2,000,000									
					COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000									
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				BODILY INJURY (Per person)	\$									
					BODILY INJURY (Per accident)	\$									
					PROPERTY DAMAGE	\$									
					EACH OCCURRENCE	\$									
					AGGREGATE	\$									
C	EXCESS/UMBRELLA LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				☒ WC STATUTORY LIMITS ☐ OTHER	\$									
					EACH ACCIDENT	\$1,000,000									
					DISEASE-POLICY LIMIT	\$1,000,000									
					DISEASE-EACH EMPLOYEE	\$1,000,000									
					AMOUNT OF INSURANCE	\$									
C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.														
C	PROPERTY INSURANCE ☐ COURSE OF CONSTRUCTION														
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The City of St. Helena, its agents, officials, officers, employees and volunteers are added as additional insured RE: _____															
CERTIFICATE HOLDER			CANCELLATION		10 Days for Non-Payment										
CITY OF ST. HELENA 1480 MAIN STREET ST HELENA, CA 94574			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURED WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS AND REPRESENTATIVES.												

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name of Person or Organization:**The City of St. Helena, its' agents, officers, officials, employees and
volunteers are additionally insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

CG 20 10 10 01

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Page 1 of 1 ☐CRANE PARK LIGHTING
IMPROVEMENTS
PROJECT C19-03

C-12

Cindy Tzaopoulos

From: Chip Decker <chipdecker@aol.com>
Sent: Thursday, January 18, 2024 4:12 PM
To: Public Comment
Subject: [External] City Council Meeting Tues. 23rd

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

My name is James Decker and I live on 475 Crane Ave here in St. Helena. I wanted to voice my support for the Parks and Recreation Crane Park Lighting project, specially endorsing the option of replacing the existing fixtures with MUSCO LED fixtures. I have done some research on the replacement light fixtures and have been impressed on the results. This [video](#) was helpful in understanding the before and after of the installation of the new MUSCO LED light fixtures.

Thank you,

James Decker



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	January 23, 2024																							
FROM:	Lesley Milton, Asst. to the City Manager																							
SUBJECT:	Approval of a Resolution authorizing Amendment No. 6 to the STH Contract: FY2021-077 in the amount of \$271,986 with Operational Technical Services for a total amount not-to-exceed of \$1,397,186 for temporary Wastewater Treatment Plant Operators																							
GOAL:	Goal 3: Pursue Water Security & Sustainable Management of Water Resources																							
RECOMMENDED ACTION:	Staff recommends adoption of the attached Resolution.																							
PREVIOUS COUNCIL ACTION:	Wastewater Treatment Plant - STH Contract FY2021-077 approvals <table><tr><th>Date</th><th>Resolution</th><th>Contract Number</th></tr><tr><td>4/27/2021</td><td>2021-51</td><td>Initial Contract SH2021-077</td></tr><tr><td>1/25/2022</td><td>2022-3</td><td>Amendment #1</td></tr><tr><td>2/22/2022</td><td>2022-15</td><td>Amendment #2</td></tr><tr><td>8/09/2022</td><td>2022-74</td><td>Amendment #3</td></tr><tr><td>4/25/2023</td><td>2023-32</td><td>Amendment #4</td></tr><tr><td>5/23/2023</td><td>2023-135</td><td>Amendment #5</td></tr></table>			Date	Resolution	Contract Number	4/27/2021	2021-51	Initial Contract SH2021-077	1/25/2022	2022-3	Amendment #1	2/22/2022	2022-15	Amendment #2	8/09/2022	2022-74	Amendment #3	4/25/2023	2023-32	Amendment #4	5/23/2023	2023-135	Amendment #5
Date	Resolution	Contract Number																						
4/27/2021	2021-51	Initial Contract SH2021-077																						
1/25/2022	2022-3	Amendment #1																						
2/22/2022	2022-15	Amendment #2																						
8/09/2022	2022-74	Amendment #3																						
4/25/2023	2023-32	Amendment #4																						
5/23/2023	2023-135	Amendment #5																						
STATEMENT OF THE PURPOSE:	Approval of Amendment #6 to STH Contract 2021-077 for continued Wastewater Treatment Operations Staffing.																							
FINANCIAL IMPACT:	Wastewater Operators The FY 2023-24 Adopted budget includes budgeted funds in the Wastewater Operations Fund (Fund 571) for this contracted service. Due to a newly created vacancy and unanticipated project delays at the wastewater treatment plant, this extension would utilize the remainder of the budgeted funds, and no additional funding is necessary at this time.																							

BACKGROUND:

Wastewater Treatment Plant Staffing Agreement (STH Contract: FY2021-077)

On April 27, 2021, the City and Operational Technical Services (OTS) entered into an initial agreement (STH FY2021-077) for OTS to provide temporary Wastewater Treatment Operator services with State Water Resources Control Board (SWRCB) Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed \$100,620.00. At the time the initial agreement with OTS was signed, two of the City's

three positions at the Wastewater Treatment Plant (WWTP) were vacant and under recruitment.

Since the execution of the original agreement, the City has continued to face difficulties in filling these positions and has a continued need to utilize OTS services resulting in 5 additional amendments to the original contract as noted in Table 1.

Table 1 - STH Contract: FY 2021-077 Amendments

STH FY2021-077 (WWTP)	Date Approved	Contract Value	Not-To-Exceed Cost
Contract Execution	April 27, 2021	\$100,620	\$100,620
Amendment #1	January 25, 2022	\$100,293	\$200,913
Amendment #2	February 22, 2022	\$258,337	\$459,250
Amendment #3	August 9, 2022	\$270,750	\$730,000
Amendment #4	April 25, 2023	\$220,200	\$950,200
Amendment #5	May 23, 2023	\$175,000	\$1,125,200

DISCUSSION:

Staffing and recruitment at both the water and wastewater treatment plants remain a challenge. During the first quarter of Fiscal Year 2023-24 staff did successfully hire a water treatment plant Operator-in-Training (OIT). However, we have two active recruitments for: Chief Plant Operator - Wastewater and Chief Plant Operator - Water, both are continuing to trend low for qualified applicants. Due to the City's requirement to be in compliance with the State Water Board and the State Water Resources Control Board, it remains necessary to continue the services with contracted firm OTS. While the certification requirement for the current CPO is a Grade 2 Treatment Plant Operator, it is anticipated that this requirement will increase to a Grade 3 once the upgrades project has been completed and operational, per State standards.

The City has not been able to fill positions in the Operator series because previously the City's compensation was lagging the market. This coupled with the geographic location of the City and high cost of living also contributed to the relatively high vacancy rate in the City. There is a paucity of appropriately certified water industry professionals this scarcity has contributed to the City's difficulty in recruiting candidates. It should be noted that the classification of Chief Plant Operator (CBO) requires the largest number of certifications and therefore there are fewer of such individuals.

Despite significant increase in pay scales, positions in the Operator series have been particularly difficult to fill. The salary range for the Chief Plant Operator position has been increased 3 times since the City Council approved the new MOU in July 2022. It received a COLA and equity adjustment in July 2022, equity adjustment in January 2023, and was brought up to 75th percentile of the survey cities in July 2023, to no avail. As a result, staff is collecting data from existing plant operators that possess required certifications in other jurisdictions and are reviewing their current salary ranges to determine if yet another base salary increase is warranted. Staff will likely bring to

City Council a salary range adjustment to make the position more competitive. Staff will also continue to explore potential collaboration including Shared Services with other jurisdictions to address the need for qualified personnel in the City's Water and Wastewater programs.

Until that is complete, we must maintain compliance with required staffing and this contract extension is a necessary, temporary solution. This item is recommending authorization to execute amendments to STH Contract: FY2021-077 for wastewater treatment operator services (Amendment #6 - Table 2) while the City continues recruitment efforts and position modifications. Should qualified candidates be selected, the total contract value will not be utilized.

Table 0 - Wastewater Treatment Plant - STH Contract: FY2021-077 - Proposed Amendment #5

STH FY2021-077 (WWTP)	Date Approved	Contract Value	Not-To-Exceed Cost
Contract Execution	April 27, 2021	\$100,620	\$100,620
Amendment #1	January 25, 2022	\$100,293	\$200,913
Amendment #2	February 22, 2022	\$258,337	\$459,250
Amendment #3	August 9, 2022	\$270,750	\$730,000
Amendment #4	April 25, 2023	\$220,200	\$950,200
Amendment #5	October 10, 2023	\$175,000	\$1,125,200
Amendment #6	January 23, 2024	\$271,986	\$1,397,186

ENVIRONMENTAL REVIEW: Not a CEQA Project.

DOCUMENTS ATTACHMENTS:

[Draft Resolution](#)

[Attachment B Draft Contract Amendment #6](#)

CITY OF ST. HELENA

RESOLUTION NO.

**A Resolution of the City of St. Helena City Council Authorizing:
(1) the City Manager to execute Amendment No. 6 to STH
Contract: FY2021-077 with Operational Technical Services for
temporary Wastewater Treatment Operators in the amount of
\$271,986.00 for a total amount not-to-exceed of 1,397,186.00 as
approved in the FY23-24 Wastewater Fund budget;**

RECITALS

- A. The City currently has three approved positions at the Wastewater Treatment Plant and Water Treatment Plant; and
- B. The City currently has one vacant position at the Wastewater Treatment Plant and one vacant Chief Plant Operator position and one vacant operator position at the Water Treatment Plant; and
- C. To remain in compliance with the State of California State Water Resource Control Board (SWRCB) it is necessary to have water treatment and wastewater treatment operators who possess certain minimum certifications specific to the type of treatment plant; and
- D. On April 27, 2021, the City and Operational Technical Services entered into an agreement (STH Contract: FY2021-077) for OTS to provide Temporary Wastewater Treatment Operators with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed \$100,620; and
- E. On January 25, 2022, City Council approved Amendment No. 1 in the amount of \$100,293 for a total not-to-exceed amount of \$200,913 to STH Contract FY2021-077
- F. On February 22, 2022, City Council approved Amendment No. 2 with OTS in the amount of \$258,337, for a total amount not-to-exceed \$459,250 to STH Contract: FY2021-077
- G. On August 9, 2022, City Council approved Amendment No. 3 with OTS in the amount of \$270,750, for a total amount not-to-exceed \$730,000 to STH Contract: FY2021-077; and
- H. On April 25, 2023, City Council approved Amendment No. 4 with OTS in the amount of \$220,200, for a total amount not-to-exceed \$950,200 to STH Contract: FY2021-077; and
- I. On October 10, 2023, City Council approved Amendment No. 5 with OTS in the amount of \$175,000, for a total amount not-to-exceed \$1,125,200 to STH Contract: FY2021-077; and
- J. While the City is recruiting for permanent Wastewater Treatment Plant operators, the City continues to need assistance in the interim basis with temporary

Wastewater Treatment Plant operators until a time when the vacant positions are filled; and

- K. The City and consultant desire to amend STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$271,986.00 for a total amount not-to-exceed \$1,397,186.00; and
- L. It is estimated both amendments will allow OTS to remain at the plant until the positions are filled or June 30, 2024, whichever is first.

RESOLUTION

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

1. Authorize the City Manager to execute Amendment No. 6 to STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$271,986.00 for a total amount not-to-exceed \$1,397,186.00 paid from the budgeted wastewater fund; and

Approved at a Regular Meeting of the St. Helena City Council on January 23, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

AMENDMENT NO. 5

TO PROFESSIONAL SERVICES AGREEMENT WITH OPERATIONAL TECHNICAL SERVICES; STH CONTRACT NO: 2021-077 FOR TEMPORARY WASTEWATER TREATMENT OPERATORS WITH SWRCB CERTIFICATION FOR AN ADDITIONAL \$271,986.00 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,397,186.00

This six Amendment to Professional Services Agreement STH Contract: 2021-077 dated April 27, 2021 ("Agreement") is made as of this 23rd day of January 2024 by and between the City of St. Helena, a municipal corporation ("City"), and Operational Technical Services ("Consultant").

RECITALS

- A. On April 27, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Temporary Wastewater Treatment Chief Plant Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher; and
- B. The Wastewater Treatment Plant continues to face operational challenges in which OTS has fulfilled their professional obligation to meet State of California wastewater regulations; and
- C. To remain in compliance with the State of California State Water Resource Control Board (SWRCB) it is necessary to have water treatment and wastewater treatment operators who possess certain minimum certifications specific to the type of treatment plant; and
- D. On April 27, 2021, the City and Operational Technical Services entered into an agreement (STH Contract: FY2021-077) for OTS to provide Temporary Wastewater Treatment Operators with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed \$100,620; and
- E. On January 25, 2022, City Council approved Amendment No. 1 in the amount of \$100,293 for a total not-to-exceed amount of \$200,913 to STH Contract FY2021-077
- F. On February 22, 2022, City Council approved Amendment No. 2 with OTS in the amount of \$258,337, for a total amount not-to-exceed \$459,250 to STH Contract: FY2021-077
- G. On August 9, 2022, City Council approved Amendment No. 3 with OTS in the amount of \$270,750, for a total amount not-to-exceed \$730,000 to STH Contract: FY2021-077; and
- H. On April 25, 2023, City Council approved Amendment No. 4 with OTS in the amount of \$220,200, for a total amount not-to-exceed \$950,200 to STH Contract: FY2021-077; and
- I. On October 10, 2023, City Council approved Amendment No. 5 with OTS in the amount of \$175,000, for a total amount not-to-exceed \$1,125,200 to STH Contract: FY2021-077; and
- J. While the City is recruiting for permanent Wastewater Treatment Plant operators, the City continues to need assistance in the interim basis with temporary Wastewater Treatment Plant operators until a time when the vacant positions are filled; and
- K. The City and consultant desire to amend STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$271,986 for a total amount not-to-exceed \$1,397,186; and

- L. It is estimated this amendments will allow OTS to remain at the WWTP until the position is filled or June 30, 2024, whichever is first.

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 and Method of Payment, is amended to read as follows:

“Total compensation shall not exceed \$1,397,186...”

2. Exhibit A – Task order is amended to reflect the hourly rates as listed below, effective November 1, 2023:

POSITION	REGULAR RATE	OVERTIME RATE	DOUBLE TIME RATE	ON-CALL STANDBY RATE	ACTIVATED ON-CALL RATE
Wastewater CPO	156	207.48	234.00	156	207.48

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

Entered as of the day and year first above stated.

CONSULTANT:

CITY OF ST. HELENA
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

By: David S Sibelman

Print Name: Anil Comelo

Print Name: David S Sibelman

Title: City Manager

Title: Chief Executive Officer

APPROVED AS TO FORM:

Ethan Walsh, City Attorney



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Fire

DATE:	January 23, 2024
FROM:	Alec Vidler, Administrative Assistant/Fire Inspector
SUBJECT:	Adopting a Resolution authorizing a Memorandum of Understanding for Fire Department Regional Grant Applications.
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Adopt a resolution authorizing a Memorandum of Understanding (MOU) providing for participation in regional grant programs to increase opportunities for receiving grant funding through participation of the MOU consisting of the regional Napa County fire agencies.
FINANCIAL IMPACT:	There is no financial impact associated with this report.

BACKGROUND:

Fiscal responsibility requires that municipalities find additional means to fund purchases, trainings, equipment and operations. The City of St. Helena must consider different means of qualifying for, and participating in, grant programs. One way we can improve our chances of receiving grant funds is through participation in a Memorandum of Understanding (MOU) consisting of the regional Napa County fire agencies. All Napa County Fire Chiefs consisting of Calistoga, St. Helena, American Canyon, Napa City and Napa County Fire Chiefs reviewed the requirements and guidelines for these types of grants. The conclusion was if all fire departments in a regional area have an adopted MOU then these departments will score higher points in the grant process which in turn creates a higher success rate in the grants approval.

DISCUSSION:

The participating agencies will collaborate on regional grant applications to apply for grants from various governmental agencies. These grant applications typically require an MOU setting forth the terms of the regional agencies' cooperation for purposes of securing and administering regional grants.

Funding received from these regional grants may include, but are not limited to, vehicle acquisitions, training, equipment, wellness and fitness programs, and personal protective equipment.

Participation in this MOU provides additional methods of applying for and receiving grant funds. Under federal grant application terms, St. Helena Fire Department is limited to one application per year for each type of grant. Operating as a part of the regional MOU, St. Helena Fire Department will be able to continue to apply for individual grants while also applying as a part of the regional grant.

Participating in this MOU with other Napa County fire agencies for federal grant programs is a strategic move that can offer the St. Helena Fire Department numerous advantages. It opens doors to increased funding and improved grant success, ultimately strengthening the department's ability to serve and protect the community.

ENVIRONMENTAL REVIEW:

None.

DOCUMENTS ATTACHMENTS:

[Resolution - MOU for FD Regional Grant Applications](#)
[MOU - Fire Department Regional Grant Applications FINAL](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-XX

**Resolution of the City Council of the City of St. Helena
Authorizing the execution of a Memorandum of
Understanding for regional grant applications from
multiple government agencies**

WHEREAS, costs associated with operating a municipal fire department continue to rise; and

WHEREAS, fiscal responsibility and budgetary limitations require the Fire Department to augment funding with grant funds; and

WHEREAS, collaboration with other Napa County fire service agencies can provide additional grant funding opportunities; and

WHEREAS, the fire service agencies in Napa County are committed to improving services to the public through fiscally responsible grant funding opportunities; and

WHEREAS, joining other Napa County fire service agencies in this Memorandum of Understanding (MOU) will provide a means for St. Helena Fire Department to benefit from any regional grant funding awarded to the parties of the MOU:

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

SECTION 1. The City Council authorizes the City Manager to sign the Memorandum of Understanding for Regional Grant applications From Multiple Government Agencies.

Approved at a Regular Meeting of the St. Helena City Council on January 23, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

City of Napa Agreement No. _____

American Canyon Fire Protection District Agreement No. _____

Napa County Agreement No. _____

City of Calistoga Agreement No. _____

City of St. Helena Agreement No. _____

**MEMORANDUM OF UNDERSTANDING FOR REGIONAL GRANT APPLICATIONS
FROM MULTIPLE GOVERNMENT AGENCIES**

This Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies (this "MOU") by and between the City of Napa, a California charter city ("CITY"), American Canyon Fire Protection District, a California special district ("AMERICAN CANYON"), Napa County, a political subdivision of the State of California ("COUNTY"), City of Calistoga, a California city ("Calistoga") and City of St. Helena, a California city ("St. Helena") is effective as of the effective date identified on the signature page. CITY, AMERICAN CANYON, COUNTY, CALISTOGA and ST. HELENA may be identified as "a Party," or collectively, as "the Parties". The Parties are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code section 6500.

RECITALS

A. The CITY, COUNTY, AMERICAN CANYON, CALISTOGA, and ST. HELENA desire to collaborate on regional Grant applications to apply for regional Grants from various governmental agencies. These Grant applications typically require a memorandum of understanding setting forth the terms of the regional agencies' cooperation for purposes of securing and administering regional Grants. This MOU is solely for the purpose of establishing an administrative structure to apply for and administer multi-agency Grants. If any Grants are awarded, the Parties understand that each Grant will have further specific requirements that will be imposed at that time, subject to review and approval by each Party prior to submission of any Grant application.

B. The Parties, through the Fire Chiefs of the respective fire departments or districts, are committed to regional cooperation and coordination to achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction directly from the activities implemented with Grant funds if they are Awarded.

C. Regional Grant activities may include but are not limited to, vehicle acquisition, training, equipment, wellness and fitness, and personal protective equipment ("PPE") activities.

D. None of the Parties is prevented from applying on behalf of its own organization for any activity; however, it cannot be for the same item as a regional Grant and will be subject to the individual Grant requirements.

NOW, THEREFORE, the CITY, COUNTY, AMERICAN CANYON, CALISTOGA, and ST. HELENA for the considerations hereinafter set forth, mutually agree as follows:

1. DEFINITIONS.

- (a) Application: The specific set of forms, documents, and attachments that comprise an applicant's submission to a regional Grant opportunity.
- (b) Host Agency: Agency to act as host and apply for funding on behalf of itself and any number of other Participating Parties.
- (c) Participating Parties: Parties to this MOU seeking a Grant Award directly from an Awarding agency to carry out an activity under a Grant program.
- (d) Regional Grant: A Grant that is offered by a local, state, or federal agency that, if Awarded, would provide some type of benefit (either monetary or otherwise) to more than one of the Participating Parties.
- (e) Grant Agreement: A Grant between an Awarding agency to Participating Parties that sets the terms and conditions of a Grant, including for what it can be used.
- (f) Award: Financial assistance that provides support or stimulation to accomplish a public purpose.
- (g) Cost Sharing or Matching: The portion of project costs not paid by Grant funds.

2. TERM OF THE AGREEMENT AND RIGHT TO TERMINATE. This Agreement takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated. The term of this Agreement shall expire on December 31, 2028, except that the obligations of the Parties under paragraph 5 (Mutual Indemnification) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. Any Party may terminate this MOU for convenience (with or without cause) by providing written notice of termination to the other Parties, effective upon the date stated in the notice.

Notwithstanding the foregoing, if the Grant Agreement is terminated for any reason, this MOU as to that Grant shall automatically terminate at the same time.

3. REGIONAL APPLICATION MANAGEMENT.

- (a) To apply for a regional Grant, a Host Agency must be identified by the Parties and must agree, if Awarded, to be responsible for all aspects of that Grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the regional application. The Host Agency of the regional application is not considered a pass-through entity and may not issue sub-Awards.
- (b) Regional Grant Applications may only be submitted on behalf of Parties that have consented in writing to join as a Participating Party, in accordance with each agency's rules and regulations for applying for Grants.
 - The Host Agency shall prepare a memo specifying the individual and mutual responsibilities of the Host Agency and Participating Parties, the host's, and participants' level of involvement in the project(s), the Participating Parties' Employer Identification Number, and the proposed distribution of all Grant-funded assets or contracted services. This memo shall be reviewed and signed by each Participating Party's Fire Chief prior to Grant submission.
- (c) Purpose. This MOU establishes the relationship between the Participating Parties for participation in regional Grant programs and Regional Grant Awards in the event of approval of each Application.

Collaboration Between the Parties. The Parties agree to the following:

- Determining which Party will serve as the Host Agency to submit a Regional Grant program Application and serve as Grant administrator for the Participating Parties in the event of award.
- Pursuant to the specific Grant program guidelines, all items approved under the Application will be procured and administered through the Host Agency in event of Award.
- The Host Agency will provide accountability for the assets acquired under the Regional Grant Award and provide reporting requirement deliverables. As such, Participating Parties agree to provide the Host Agency with this information on a timely basis to remain in compliance with the requirements of the Grant and the Grant Agreement.
- The Participating Parties agree to accept the regional Grant program Award and accept their respective items as listed in the Grant application in the event of approval, in accordance with each Party's existing policies and practices.
- Any expenditure beyond the Grant Award for a Party's approved item(s) remains the sole responsibility of that Party.
- The Participating Parties agree to allow the Host Agency to procure and distribute their respective assets if Awarded under the regional Grant program.
- The Participating Parties agree to participate in cooperative training on all equipment procured under the Regional Grant Award as appropriate. Training will be coordinated through the Host Agency.
- The Participating Parties agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period required after official closeout of the Grant Agreement.
- The Participating Parties agree to promptly provide any additional documentation to the Host Agency as requested, that may be necessary in connection with the Grant.
- Participating Parties agree to promptly return any equipment or deliverables that are received in error to the Host Agency.
- Each Participating Party understands that all records created as a result of participating in the Regional Grant program may be subject to the public disclosure pursuant to the Public Records Act and shall be responsible for compliance with any public records request served upon it.
- Each Participating Party shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this MOU for a period of five years from the termination of this MOU.

4. INVOICING AND PAYMENT. The Participating Parties agree to provide the required monetary match for the total cost of their requested items as detailed in the Regional Grant Application as required under the Regional Grant program guidelines. The required match shall be paid by the Participating Parties upon receipt of an invoice from the Host Agency, in

advance of associated procurement. The cash match will be determined among the Parties and based on percentage of benefit.

In the event of a reduced award, the Participating Parties agree to accept this reduced amount and provide a cash match on the total reduced Award amount of their approved items.

5. MUTUAL INDEMNIFICATION. To the full extent permitted by law, each Party will indemnify, hold harmless, release, and defend the other Parties (including their officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees] (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to the indemnifying Party's acts or omissions under this MOU. The indemnifying party's indemnification obligations under this MOU are not limited by any limitations of any insurance held by each Party, including, but not limited to, workers' compensation insurance.

6. NO WAIVER. The waiver by any of the Parties of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

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

AMERICAN CANYON FIRE PROTECTION DISTRICT
Fire Chief
911 Donaldson Way East
American Canyon, CA 94503

CITY OF NAPA
Fire Chief
P.O. Box 660
Napa, CA 94559

CITY OF CALISTOGA
Fire Chief
1113 Washington Street
Calistoga, CA 94515

CITY OF ST. HELENA
Fire Chief
1088 College Ave
St. Helena, CA 94574

COUNTY OF NAPA
Fire Chief
951 California
Napa, CA 94559

8. COMPLIANCE WITH LAWS. In performing any services required under this MOU the Parties shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes.

9. AUTHORITY TO CONTRACT. The Parties each warrant hereby that they are legally permitted and otherwise have the authority to enter and perform this MOU.

10. PRIVILEGES AND IMMUNITIES. In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this MOU.

11. THIRD PARTY BENEFICIARIES. Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

12. ATTORNEY'S FEES. If any of the Parties commence legal action of any kind or character to either enforce the provisions of this MOU or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

13. ENTIRETY OF CONTRACT. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous MOUs, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

14. SEVERABILITY. If any term of this MOU (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, this MOU will be construed as not containing that term, and the remainder of this MOU will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the Parties' intent under this MOU.

15. COUNTERPARTS. This MOU may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU to be effective on the Effective Date set forth below.

CITY OF NAPA, a California Charter City:

STEVE POTTER, City Manager

ATTEST:

TIFFANY CARRANZA, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

ERIKA LEAHY, City Auditor

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>January 9, 2024</u> [PL No. 102056_5]	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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AMERICAN CANYON FIRE PROTECTION DISTRICT,
a subsidiary special district of the City of American Canyon

By: _____
LEON GARCIA, Chair, Board of Directors

By: _____
GEOFF BELYEA, Fire Chief / District Clerk

By: _____
WILLIAM D. ROSS, District Counsel

CITY OF CALISTOGA
a California city

By: _____
LAURA SNIDERMAN, City Manager

By: _____
YUDIANA GALVAN, City Clerk

CITY OF ST. HELENA
a California city

By: _____
ANIL COMELO, City Manager

By: _____
CINDY TZAFPOULOS, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	January 23, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Fiscal Year 2023 Annual Comprehensive Financial Report and Independent Auditor's Report on Internal Control Over Financial Reporting
GOAL:	Goal 4: Provide Effective Community Information & Opportunities for Engagement
RECOMMENDED ACTION:	Staff recommends the City Council receive accept the Comprehensive Annual Financial Report of the City of St. Helena for Fiscal Year Ended June 30, 2023.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to present the FY 2023 Annual Comprehensive Financial Report.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena has undergone the fiscal year audit and issued its Annual Comprehensive Financial Report for fiscal year ended June 30, 2023. The City publishes an annual report to fully disclose its financial information, as well as to comply with state and federal requirements and bond covenants.

The financial audit and the preparation of the financial statements takes place over several months, beginning just after the end of the fiscal year and continuing through the time the books are closed and the Annual Comprehensive Financial Report is published. Staff coordinates with the auditor to ensure that the work is completed accurately and timely.

The City contracts for an annual independent audit of its financial statements. In January 2020 the City issued an RFP for professional auditing services upon expiration of the existing contract for auditing services. On April 28, 2020, the City signed a three-year Professional Services Agreement with Brown Armstrong Accountancy Corporation to prepare the City's annual audited financial statements through FY 2022 with an option to extend the contract for an additional two years.

On June 27, 2023 the City Council approved an extension to the contract for an additional two years.

The Annual Comprehensive Financial Report will be available on the City of St. Helena's website on January 26, 2023 at the following link: [Annual Comprehensive Financial Report | City of St Helena](#).

DISCUSSION:

ANNUAL COMPREHENSIVE FINANCIAL REPORT OVERVIEW

The City of St. Helena's Annual Comprehensive Financial Report consists of three sections:

1. Introductory Section: provides general information on the government's structure and the letter of transmittal.
2. Financial Section, which contains the following:
 - Independent auditor's report
 - Management discussion and analysis (MD&A) - The MD&A provides a simple narrative introduction, overview, and analysis of the basic financial statements.
 - Basic financial statements
 - Fund financial statements
 - Notes to the financial statements
 - Required Supplemental Information
 - Optional Supplementary Information
3. Statistical Section: presents detailed information as a context for understanding information in the financial statements, note disclosures, and required supplementary information.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In addition to producing the City's Annual Comprehensive Financial Report, it is the responsibility of the independent auditor to provide to the City of St. Helena a report on internal control over financial reporting and a report on compliance with other matters based on the audited financial statements. The Report on Internal Control and Other Matters identifies deficiencies in internal control that the auditor considers to be either material weaknesses and/or significant deficiencies. Additionally, the auditor performed tests of the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or combination of deficiencies, in internal control less severe than a material weakness, yet important enough to merit attention by those charged with governance.

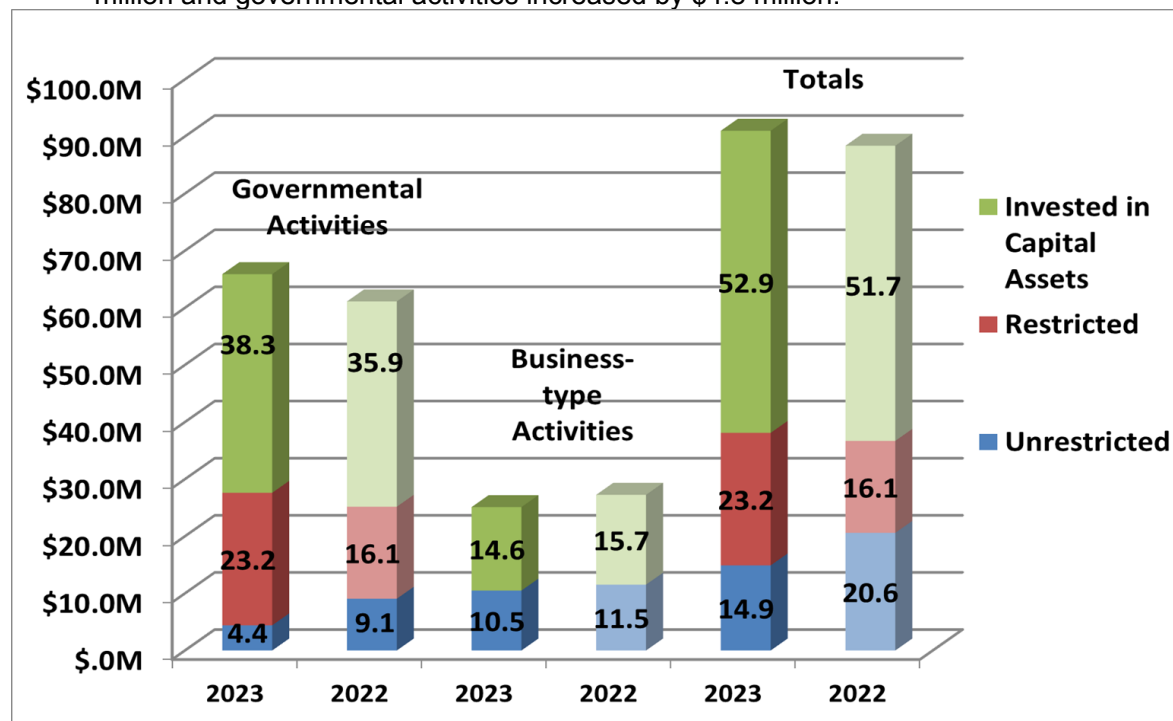
For the FY 2022-23 audit, the Independent Auditor's Report on Internal Control Over Financial Reporting disclosed one significant deficiency related process and consisted of not reversing a prior year accrual. There were no instances of material weakness or instances of noncompliance.

Overview of Audited Financial Statements

All Funds: City of St. Helena's Net Position

The following chart shows the net position at the end of FY 22/23 compared to FY 21/22.

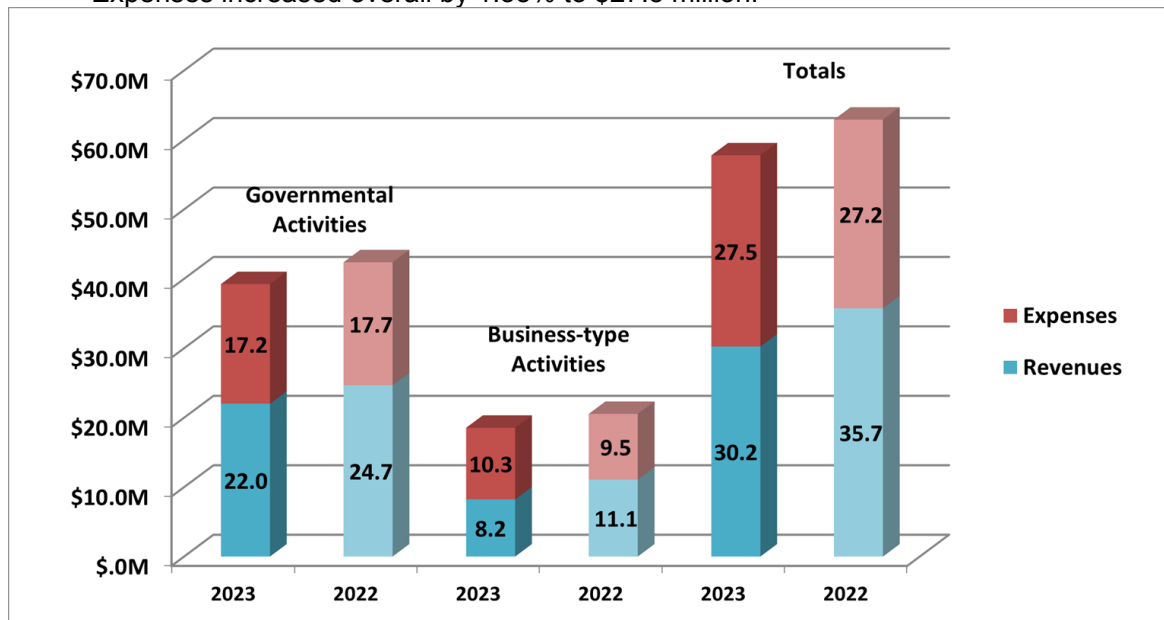
- The net position at the end of FY 22/23 was \$91.0 million. an increase of \$2.6 million from FY 21/22.
- Business-type activities, which is water and wastewater, decreased by \$2.2 million and governmental activities increased by \$4.8 million.



All Funds: Changes in the City of St. Helena's Revenues and Expenses

The following chart shows a comparison of all funds of revenues and expenditures from FY 21/22 to FY 22/23.

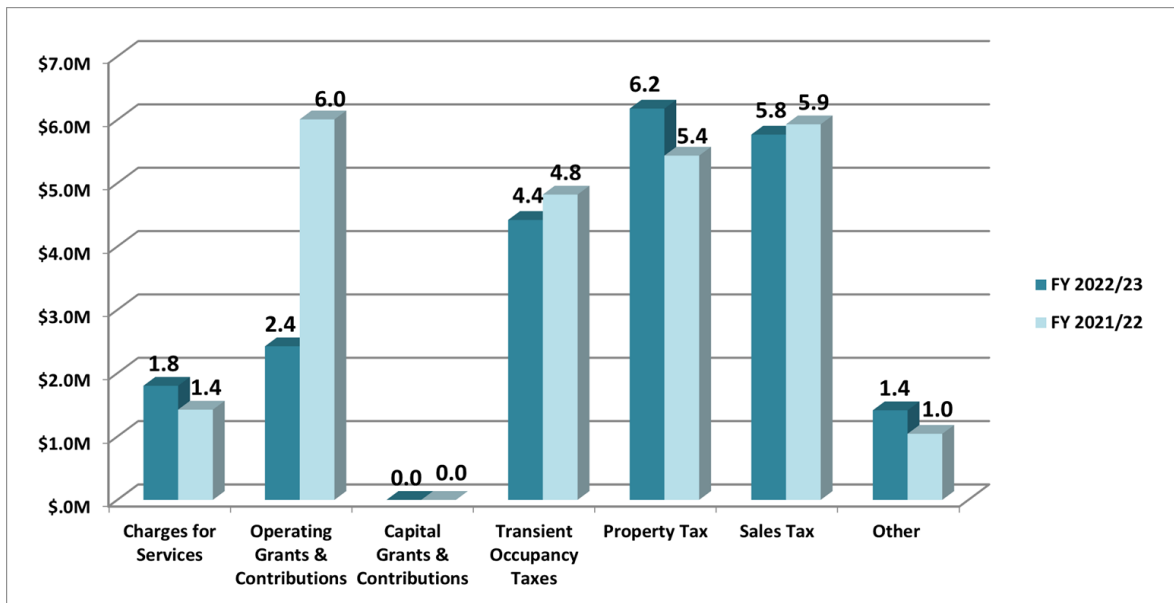
- Revenues decreased overall by 15.41% to \$30.2 million.
- Expenses increased overall by 1.35% to \$27.5 million.



Governmental Activities: Revenues

The following chart shows a comparison of Governmental Activity revenues from FY 21/22 to FY 22/23.

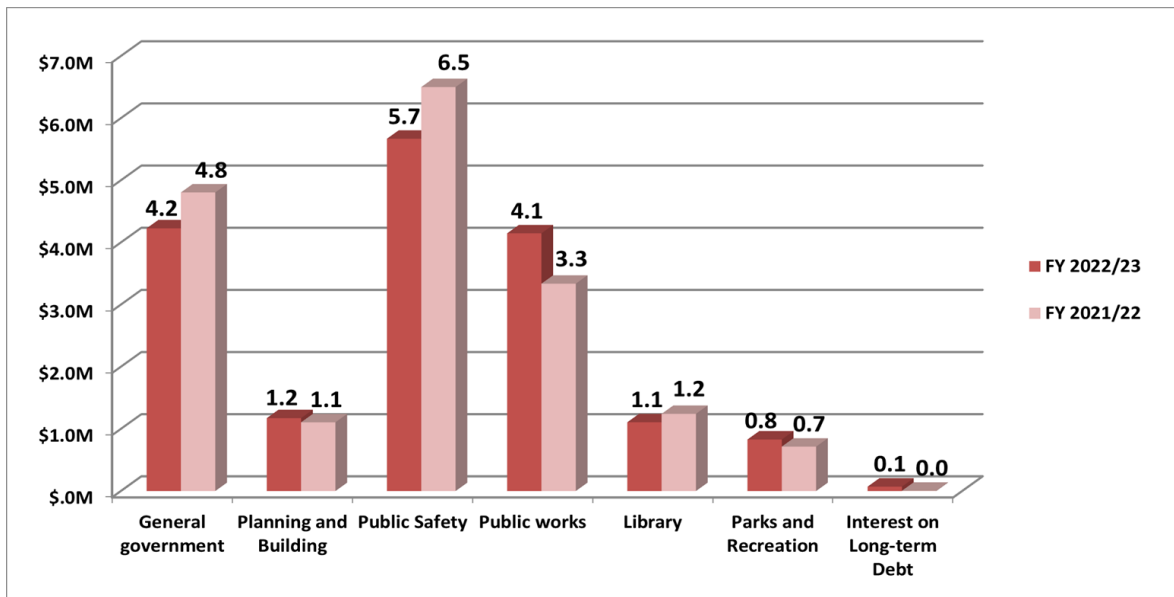
- Overall revenues decreased by 10.8% to \$22.0 million.
- The most significant decrease was in Operating Grants & Contributions, which was related to CDBG grant receipts and reimbursements related to the Glass Fire.
- The increase in Property tax is related to timing of payments received in FY23 that were recorded as deferred revenue for FY22.
- Sales Tax and Transient Occupancy Tax revenues decreased slightly as the surge of post-pandemic activity began to taper off.



Governmental Activities: Expenses

The following chart shows a comparison of Governmental Activity expenses from FY 21/22 to FY 22/23.

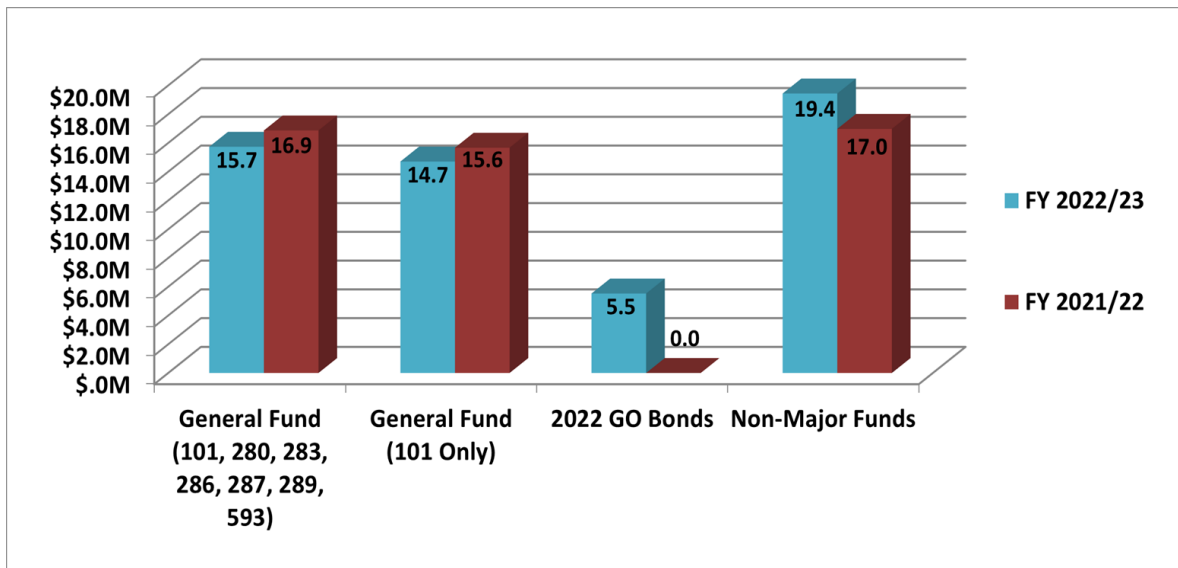
- Overall expenses increased by 1.35% to \$17.2 million.
- The significant increase in Public Works is related to a contribution to Streets Capital Improvement and equipment/vehicle replacements.
- The decrease in Public Safety is related to a decline in Strike Team response in FY 22/23 and a large capital purchase related to a new fire truck in FY 21/22.



Governmental Funds

The following chart shows a comparison of the Governmental Fund balances from FY 21/22 to FY 22/23.

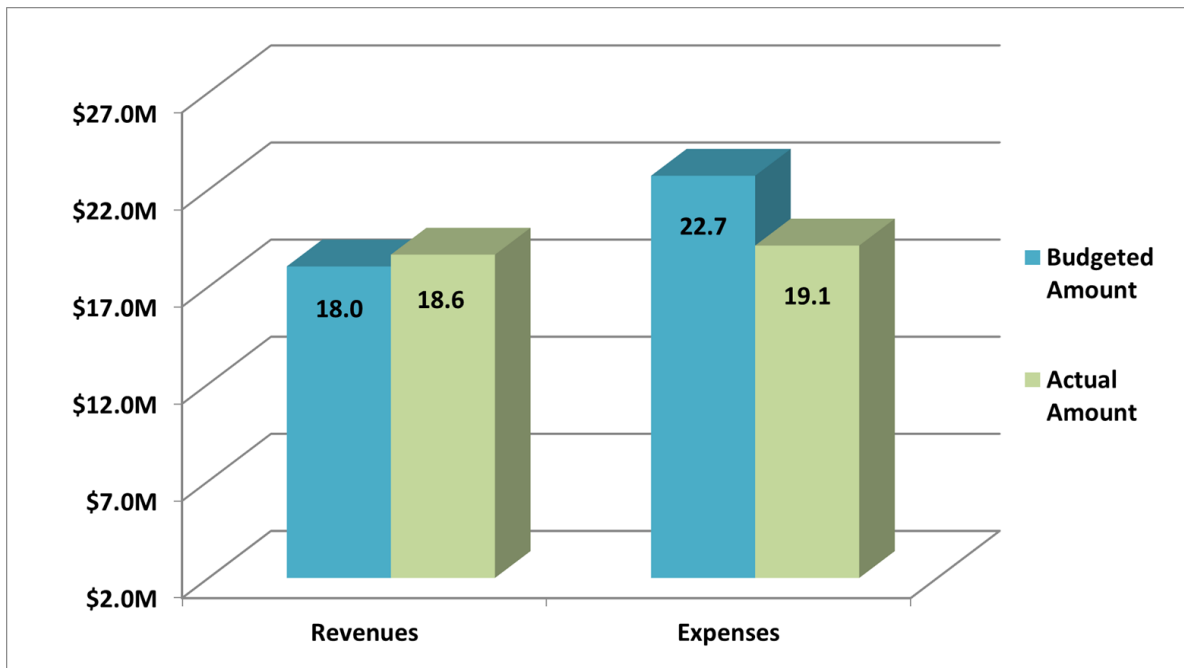
- The General Fund Balance on the left side of the chart and reported on page 17 of the audited financial statements includes Funds 101, 283, 286, 287, 289, and 593. This balance has decreased to \$15.7 million as of June 30, 2023.
- The General Fund Balance shown in the center of the chart is Fund 101 only. This balance decreased to \$14.7 million as of June 30, 2023.
- A new major funds was created this year for the 2022 General Obligation Bonds that were issued in November 2022 in the amount of \$5.5 million.
- The Non-Major Fund Balance increased 14.5% to \$19.4 million as of June 30, 2023.



General Fund: Budget vs. Actuals

The following chart shows a comparison of the General Fund budgeted revenues and expenses to actual revenues and expenses for FY 22/23.

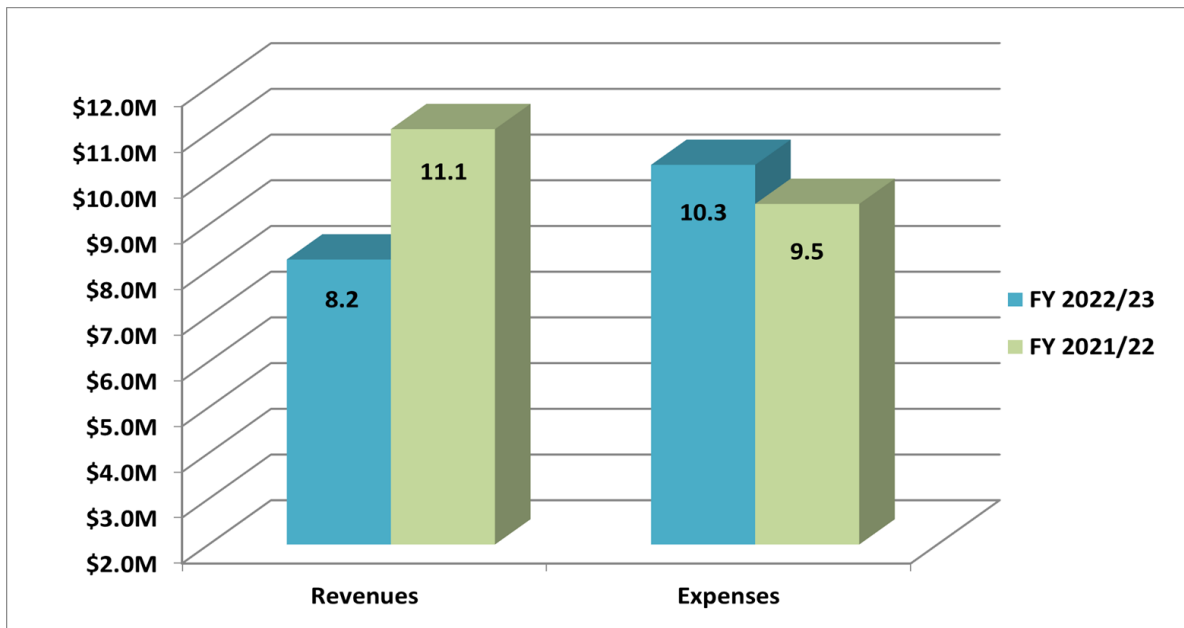
- General Fund Revenues exceeded budgeted amounts by \$0.6 million. Transient Occupancy tax revenues received were higher than anticipated and the City received non-budgeted revenue related to reimbursements associated with emergency response.
- General Fund actual expenditures were less than adopted by \$3.6 million. The primary reason for the savings was due to contracts not being expended for projects continuing into the following fiscal year.



Business-Type Activities: Revenues and Expenses

The following chart shows a comparison of the business-type activities from FY 21/22 to FY 22/23.

- Revenues decreased by 25.7% to \$8.2 million. The decrease was attributed to Phase II penalties that were assessed in FY 21/22 but waived in FY 22/23.
- Expenses increased by 9.0% to \$10.3 million. The increase was primarily due to contracts related to temporary staffing at the Water and Wastewater Treatment Plants and increased utility costs.



Capital Assets

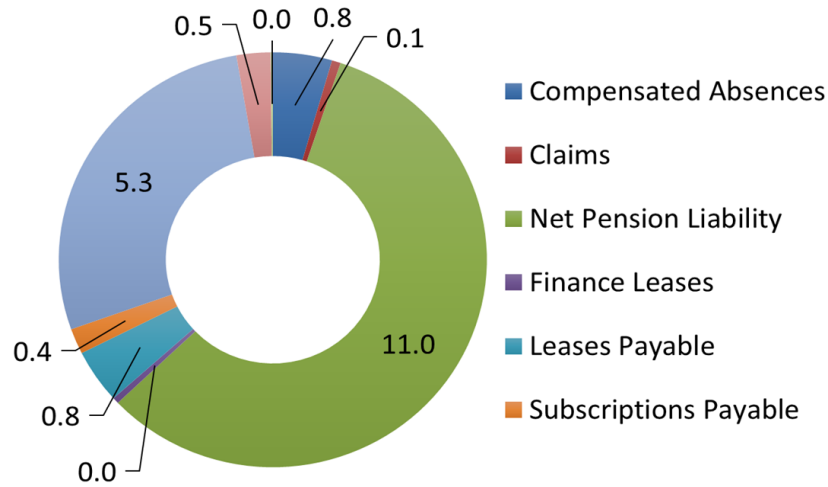
At the end of the fiscal year 2023, the City has a total of \$71.8 million invested in a broad range of capital assets. This was an increase of \$9.8 million from the prior fiscal year, which is primarily to Construction in Progress for project S-52 Wastewater Treatment Plant Upgrade and R22-79 Pavement Restoration.

Debt

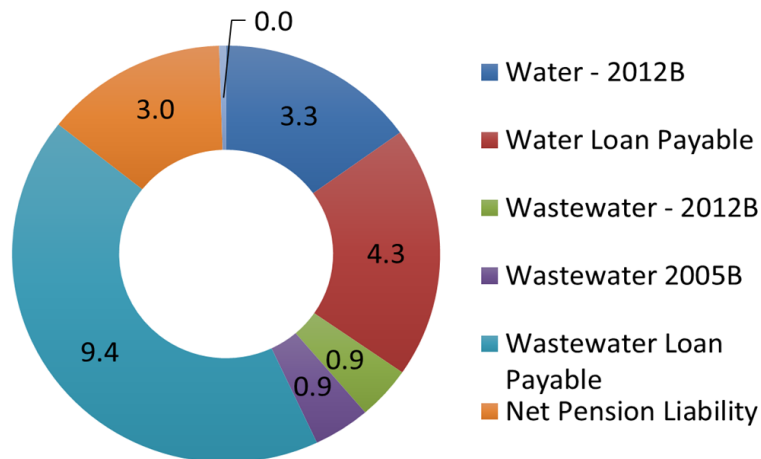
At the end of fiscal year 2023, Governmental Activities had \$18.8 million in long-term debt liabilities and Business-type Activities had \$22.0 million. The overall debt increased by 115.5% from the prior year. The increase was due to the following:

- An increase in Net Pension liability based on actuarial updates.
- New accounting reporting requirements implemented in FY 22/23 that report the value of leases and subscriptions as debt on the financial statements.
- Issuance of General Obligation Bonds in November 2022.
- Interim Financing for the Wastewater Treatment Plant upgrade.

Governmental Activities



Business-Type Activities



ENVIRONMENTAL REVIEW: None.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	January 23, 2024
FROM:	Clayton Church, Public Works Operations Manager, Lesley Milton, Asst. to the City Manager
SUBJECT:	Consideration of a resolution authorizing the purchase of equipment related to critical infrastructure rehabilitation at the Wastewater Treatment plant to include the purchase of one 24-inch and one 36-inch "Channel Monster" and rehabilitation of three influent pumps at the Wastewater Treatment Plant for a not-to-exceed cost of \$149,053.81.
GOAL:	Goal 3: Pursue Water Security & Sustainable Management of Water Resources
RECOMMENDED ACTION:	Staff recommends the adoption of a resolution authorizing the purchase of equipment and rehabilitation pumps for the Wastewater Treatment Plant in the amount of \$149,053.81.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorization to purchase and install two "Channel Monsters" and rehabilitation of three influent pumps at the Wastewater Treatment Plant for critical infrastructure operations.
FINANCIAL IMPACT:	The fiscal impact is \$149,054, of which \$60,000 has been included in the adopted budget and \$89,054 has been incorporated in the mid-year budget requests utilizing Water Operations funds (Fund 561).

BACKGROUND:

The St. Helena Wastewater Treatment Plant (WWTP) is a conventional plant. The influent component of the WWTP is comprised of a 24-inch and 36-inch Channel Monster as well as three influent pumps. Channel Monsters grind solids in the wastewater influent structure and then pump the wastewater to Pond 1A thus starting the conventional treatment process. This grind process is vital to the performance and protection of the influent pump system.

Since the Channel Monsters failed, staff has experienced increased issues with current influent pumps clogging and binding up resulting in the need to assess the damage to the 30+ year old pumps. Additionally, staff and neighbors have reported increased odor at the plant. Since the influent waste is not ground properly, this may have contributed

to increase in odor intensity as noted by adjacent property owners, since solids are suspended as opposed to settling to bottom of pond.

DISCUSSION:

As a result of this equipment failure, staff has engaged pump vendors to diagnose and provide quotes for the repairs influent pumps. Current operational plans have been developed (i.e. rental of pumps) to minimize failures and expedite repairs. However, staff cannot guarantee the effectiveness of the wastewater treatment process until the Channel Monsters are replaced and pumps are repaired. The proposed rehabilitation plan includes the repair and replacement of the three influent pumps that are non-operational (Attachment B), which are critical to the operations of the plant as well as the immediate replacement of the Channel Monsters to prevent further disruptions and damage to WWTP equipment and process and remediate impacts to surrounding properties. The original Channel Monsters were manufactured and put in service in the late 1980's. JWC was the original manufacturer of the channel monsters and provided a recommendation and quote to replace both the 24-inch and 36-inch units (Attachment C).

Additionally, with the onset of Winter the WWTP is expected to experience increased influent flows over 200%. Staff has engaged other vendors for the rental and deployment of a high flow bypass system to aid in minimizing violations, flooding of other vital components at the WWTP, and to have back up operations when the channelizers are being replaced. Staff engaged three vendors for each service to obtain pricing for replacement units and services consistent with City procurement rules and is recommending authorization for the purchase of the channel monsters, and rental of the high flow by-pass pumps.

Requested services, equipment purchases and rentals for the rehabilitations include the following:

Equipment/Services Needed	Vendor	Cost
Purchase of 2 "Channel Monster" channelizers	JWC	\$91,855.35
Motor Rehabilitation Pump #1 & #2	Chicago Pump	\$34,602.62
Motor Rehabilitation Pump #3	Allis Chamber	\$22,596.46
	Total Cost	\$149,053.81

It should be noted that the replacement/rehabilitation of the Channel Monsters and influent pumps were originally included in the MBR plant upgrade project but were removed for budgetary purposes. Purchase and installation of a new Channel Monster FLEX Grinder and Solids Diverter will optimize the current operations of conventional plant and will optimize the efficiency of new MBR plant when it becomes operational during Summer 2024.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

DOCUMENTS ATTACHMENTS:

[Resolution](#)

[Attachment A Purchase Order Channel Monster](#)

[Exhibit B PSA Pumpman Pump Repair Services](#)

CITY OF ST. HELENA

RESOLUTION NO.

**AUTHORIZING THE
PURCHASE, RENTAL, AND
SERVICES RELATED TO
CRITICAL INFRASTRUCTURE
EQUIPMENT REHABILITATION
AT THE WASTE WATER
TREATMENT PLANT TO
INCLUDE THE PURCHASE OF
ONE 24-INCH AND ONE 36-
INCH CHANNEL MONSTERS
AND THE REHABILITATION OF
THREE INFLUENT PUMPS AT
THE WASTE WATER
TREATMENT PLANT FOR A
NOT-TO-EXCEED COST OF
\$149,053.81.**

RECITALS

- A. The St. Helena Waste Water Treatment Plant (WWTP) is a conventional plant. The influent component of the WWTP is comprised of a 24" and 36" channel monster as well as 3 influent pumps. Channel Monsters grind (digest) solids in the waste water influent then pump the digested waste water to Pond 1A thus starting the conventional treatment process. This grind/digest process is vital to the performance and protection of the influent pump system.
- B. Since October, the influent pumps have failed to operate when activated, flooding the basin that house the Channel Monsters on 3 different occasions. The existing Channel Monsters are hydraulic driven therefore when the basin flooded the hydraulic systems were compromised beyond repair.

- C. Since the Channel Monsters have failed, staff has experienced increased issues with current influent pumps clogging, binding up, and damaging the pumps requiring repair and/or replacement as well as an increased odor affecting surrounding properties.
- D. Immediate replacement of the Channel Monsters is critical to prevent further disruptions and damage wastewater treatment plant equipment and process and remediate impacts to surrounding properties. Channelizer replacement is crucial to the life and performance of influent pump and to the overall performance of the treatment process whether conventional or MBR.
- E. The Channel Monsters and influent pumps were originally included in the MBR plant upgrade but were removed for budgetary purposes. Purchase and installation of a new Channel Monster FLEX Grinder and Solids Diverter will optimize the current operations of conventional plant and will optimize the efficiency of new MBR plant when it becomes operational during summer 2024, originally scheduled to be online in January 2024.
- F. The original channel monsters were manufactured and put in service in the late 1980's.
- G. Following the City's procurement policy, JWC., who was the original manufacturer of the channel monsters has been and quote to replace both the 24" and 36" Channel Monsters

RESOLUTION

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

1. Authorize the purchase of 2 FLEX Grinder and Solids Diverter from JWC in the amount of \$91,855.35.
2. Authorize the City Manager to execute a Professional Services Agreement with Pumpman to repair and rebuild three influent pumps for a not-to-exceed contract amount of \$57,199.08.

Approved at a Regular Meeting of the St. Helena City Council on January 23, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

Paul Jamison Dohring, Mayor Cindy
Tzaopoulos, City Clerk

CITY OF ST. HELENA- PURCHASE ORDER (GOODS)

	Req. No. C-121960-B3W6	Purchase Order No. Order Date: January 23, 2024 Delivery By: 10-12 weeks Buyer: City of St. Helena Phone Number: (707) 967-2872 E-mail: Cchurch@cityofstheleena.org	Remit to: City of St. Helena
	VENDOR <u>JWC Environmental</u> <u>2600 S. Gamsey Street</u> <u>Santa Ana, CA 92707</u> <u>Attn: Jorge Gasca</u>		

This Purchase Order is subject to the attached terms and conditions.

Order:

Part	Price
Part Number Description Qty Unit Price Extended Price CDD3210-XDS2.0 CDD3210-XDS2.0 CHANNEL MONSTER UPGRAD 11T Cam Cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets 1/2 Perf Drum with Brush Assembly Vertical Shaft Support with Grease Line Motor Type: Electric New 5HP/460V TENV XP IMM Motor, 40ft Sow Cable New 29:1 Reducer New Spool Grinder SN TBD Paint Epoxy Green	\$44,664.93
CMD2410-XDS2.0 CMD2410-XDS2.0 CHANNEL MONSTER UPGRADE 11T Cam Cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets 1/2 Perf Drum with Brush Assembly Motor Type: Electric New 5HP/460V TENV XP IMM Motor, 40ft Sow Cable New 29:1 Reducer New Spool Grinder SN TBD	\$34,685.93

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CITY OF ST. HELENA- PURCHASE ORDER (GOODS)

Paint Epoxy Green 7	
PC2220 PC2220 Motor Controller 1 5HP Motor 460V3PH/60HZ Siemens PLC Panel Heater Elapsed Timer Meter 1 set of Spare Fuses NEMA 4X Fiberglass Enclosure	\$5,503.97
MANUALS O&M MANUALS HARD COPY 2 Include with Equipment One controller for both channel monsters.	\$0.00
Shipping & Handling	Included
Subtotal:	Sub Total \$84,854.83 Tax; \$7,000.52 Total \$91,855.35 (adjust with tax)

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CITY OF ST. HELENA- PURCHASE ORDER (GOODS)

PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS

1. Acceptance. This purchase order for goods issued by the City of St. Helena ("City") to the Vendor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any additions or different terms in the Vendor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Vendor's shipment of goods in response to this order shall be considered acceptance by the Vendor.

2. Entire Agreement. Unless Vendor and City have entered into a separate written contract covering the purchase of the goods described herein, the entire contract between the parties consists of this order and the Vendor's acceptance as above stipulated, and said contract shall not be changed or added to except in writing signed by authorized representatives of each party.

3. Price. The price invoiced for the goods on this purchase order shall be no higher than the price stated on the front of this purchase order unless prior notification is received from Vendor prior to shipment and the change is accepted by City. If the Vendor's established price for any item upon the date of delivery shall be lower than the price shown on this purchase order, City shall have the benefit of such lower price. Vendor shall deliver to City all invoices within 30 days of shipping or service delivery.

4. Payment. Payments will be made net 30 days unless otherwise specified as per agreements regarding discount terms. The period of computation will commence on the date of receipt of a correctly completed invoice. Payment may be withheld, in whole or in part, due to deficiencies in Vendor's performance. Payment of an invoice by City shall be without prejudice to any and all claims City may have against Vendor in connection with such goods. Invoices are paid on a weekly basis and such practice may result in minor deviations from payment terms otherwise cited herein.

5. Time of the Essence. Time is of the essence on this order. If delivery is not made in the quantity or quantities and at the time or times specified, City shall have the right, at its option, to cancel the entire order or that part of same not so delivered. If City accepts delayed delivery the time of payment shall be extended accordingly.

6. Delivery and Acceptance. Vendor expressly warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has good and marketable title to same. Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. No charge will be allowed for packing, crating, freight, express or other carrier's charges, or cartage, unless specifically agreed to by City. Title to goods purchased hereunder shall pass to City at the designated F.O.B. point, subject to City's right to inspect and reject or revoke acceptance.

7. Warranty.

[Modeled after FAR 52.246-17 (Warranty of Supplies of a Noncomplex Nature).]

(a) Definitions. As used in this clause-

Acceptance means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Vendor and related services required under this contract.

(b) Vendor's obligations.

(1) Notwithstanding inspection and acceptance by the City of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Vendor warrants that for 18 months after delivery of the goods to City:

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Vendor. However, the Vendor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Vendor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the City.

(1) The City shall give written notice to the Vendor of any breach of warranties in paragraph (b)(1) of this clause within 60 days after discovery of the defect.

(2) Within a reasonable time after the notice, the City may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)

(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The City-

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the City may exercise one or more of the following options:

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CITY OF ST. HELENA- PURCHASE ORDER (GOODS)

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Vendor's expense and return all nonconforming supplies to the Vendor for correction or replacement.

(C) Require the Vendor to screen the supplies at locations designated by the City within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Vendor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)

(i) The City may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Vendor the cost occasioned to the City thereby if the Vendor –

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

(ii) Instead of correction or replacement by the City, the City may require an equitable adjustment of the contract price. In addition, if the Vendor fails to furnish timely disposition instructions, the City may dispose of the nonconforming supplies for the Vendor's account in a reasonable manner. The City is entitled to reimbursement from the Vendor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the City provided in this clause are in addition to and do not limit any rights afforded to the City by any other clause of this contract or any other warranty City may have in connection with the subject matter of this contract, including by way of illustration and not by limitation, any warranty furnished by a manufacturer or material supplier.

8. Rejection of Goods. City shall have the right, at its option, to reject or revoke acceptance of any goods which do not conform to these warranties or to the specifications. In case of such rejection or revocation of acceptance, transportation of the rejected goods, both to and from City, shall be at the expense of Vendor, said rejected goods are not to be replaced except upon specific instruction from City, and City shall have the right at its option to cancel the remainder, if any, of the order, by notice to Vendor at the time notice is given of rejection or revocation of acceptance. Vendor shall be liable to City for all damages proximately caused by breach of any of the foregoing warranties, including incidental damages but excluding special or consequential damages.

9. Returns. City reserves the right to return for full credit any excess over quantity called for in any order or orders. Vendor to bear the cost of transportation both ways.

10. Force Majeure. Vendor shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to act of God, war, federal or state legislation or any regulations or orders, fire, accident, or other causes, either similar or dissimilar to the foregoing, beyond their control. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity

provided for in the order accordingly or to exercise its right of cancellation as set forth in these terms and conditions.

11. Additional Fees. Unless otherwise required by law or provided herein, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the article sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with performance of this order.

12. No Waiver. No exercise by City of its rights hereunder shall constitute a waiver of any rights it may have for breach of contract. City's waiver of or failure to enforce its rights on account of Vendor's failure or delay in performing any obligation of Vendor hereunder, or on account of Vendor's breach of contract in any respect, shall not constitute a waiver of any subsequent failure, delay or breach.

13. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. City shall assist Vendor, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Work is 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, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall defend, indemnify and hold 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. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of services, including any delay, shall be Vendor's sole responsibility and Vendor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Vendor and all subcontractors 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), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations 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 1771.4, 1725.5 and 1771.1.

14. Insurance. Vendor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01, naming City as an additional insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at

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CITY OF ST. HELENA- PURCHASE ORDER (GOODS)

least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by those Vendors transporting hazardous materials. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by City. VENDOR SHALL ENSURE THAT THIRD PARTY SHIPPERS CONTRACTED BY VENDOR HAVE ADEQUATE INSURANCE COVERAGE.

15. Indemnification. The Vendor shall indemnify and hold harmless City, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Vendor or sub-contractors for wages or benefits which arise in connection with the sale, delivery and/or installation of goods, except to the extent caused or resulting from the negligence or willful misconduct of City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to City and City's attorneys' fees incurred in such an action.

16. Substitutions, Changes and Cancellation. No substitutions are acceptable unless expressly accepted in writing by City. City may make changes in the general scope of this order by giving written notice to Vendor. If any such change affects the cost of or time to deliver or perform under this order, an adjustment in price, delivery or both will be made as City determines to be equitable. Vendor may request changes; however no such change shall be effective unless accepted in writing by City. City may cancel this order in whole or in part at any time before acceptance of the goods due to Vendor's breach or for City's convenience.

17. Laws, Venue, and Attorneys' Fees. This purchase order shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this purchase order, the action shall be brought in a state or federal court situated in the County of Napa, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

18. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than City and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this purchase order shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Vendor shall not assign, sublet, or transfer this purchase order or any rights under or interest in this purchase order without the written consent of City, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of City. No employee or agent of Vendor shall become an employee of City. This is an integrated agreement/purchase order representing the entire

understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

19. Damage to City Facilities. Damage to City or public facilities or private property caused by the Vendor or by its subcontractors during delivery or installation shall be repaired and/or replaced in kind at no cost to the City.

20. Site Safety and Cleanup. The delivery and installation site shall be kept clean and free of hazards at all times during delivery and installation. After installation is completed at the site, as applicable, Vendor shall clean the surrounding area to the condition prior to delivery and installation.

21. Installation. If the Vendor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.

*OPTIONAL TERMS: Check box if applicable

- ☐ Custom Design: If the goods are produced by Vendor in accordance with designs, drawings or blueprints provided by City, Vendor shall return same to City upon completion or cancellation of this order. Any materials, equipment, tools, artwork, designs or other property furnished by or specifically paid for by City shall be City's property.

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**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of January 23, 2024 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Bartley Pump PM a Limited Liability Corporation with its principal place of business at 400 S. Moorland Ave, Santa Rosa, CA 95407 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Repair and rebuild of #1 Chicago Pump, Repair and rebuild of #2 Chicago Pump and Repair and rebuild of Allis Chalmers Pump (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." Quotes to repair and rebuild pumps.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$57,198.46. This amount is to cover all repairs and related costs, and the City will not pay any additional fees for any expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within 120 days. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

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- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or

equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the

business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under

Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance

with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings,

documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Ron Foster, Field and Operations Manager as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena
1088 College Avenue
St. Helena, CA 94574
Attn: Joseph Leach

CONSULTANT:

PumpMan
400 S. Moorland Ave,
Santa Rosa, CA 95407
Attn: Ron Foster

and shall be effective upon receipt thereof.

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23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND BARTLEY PUMP PM LLC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

By: _____
Anil Comelo
City Manager

Bartley Pump PM LLC

By: 

Its: FIELD & OPERATIONS MANAGER

Printed Name: Rick Foster Jr

ATTEST:

By: _____
Cindy Tzafopolous, City Clerk

EXHIBIT A

Scope of Services & Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



COMMERCIAL | INDUSTRIAL | MUNICIPAL PUMP SYSTEMS

Service, Repair, Parts & Expertise

Quote REMIT TO:

Bartley Pump PM LLC

4000 S. Moorland Ave.

Santa Rosa, CA 95407

T 707-584-9191

F 707-584-9198

www.pumpmannorcal.com*License No. 1033562: Class A General Engineering & C-57 Drilling Contractor**C-10 Electrical Contractor & C-55 Water Treatment & C-16 Fire Protection & C61/D21 Pumps and Machines*

DIR# 1000054366

Thursday, January 11, 2024

Customer: City of St. Helena

1 Chaix Ln

St. Helena, CA

RE: #1 Chicago Pump & Motor Rebuild**JOBSITE:** 1 Chaix Ln

NOTE: This quote is to rebuild the #1 Chicago Pump & Motor we have in our shop.

QUANT	ITEM	DESCRIPTION	TAXABLE TOTAL
		<u>PUMP REPAIRS</u>	
1 Each		Shim & Gasket Kit	\$ 640.00
2 Each		Lip Seals	\$ 100.00
3 Feet		3/8" Packing	\$ 36.00
1 Each		Upper Bearing	\$ 510.00
1 Each		Lower Bearing	\$ 706.00
1 Each		Slinger	\$ 40.00
1 Lot		Misc. Hardware and paint	\$ 400.00
		<u>MOTOR REPAIRS</u>	
1 Each		Repair HP:20; RPM (SYN):1200; NEMA FRAME:286T; MFG.:BALDOR; ENCL:OPSB; MODEL:EM2528T; SPEC ID#:40G048W644; VOLTAGE:230/460; PHASE:3; RPM (NP):1180; SERIAL #:Z0505050238; AMPS:52/26; HERTZ:60; TYPE:AC; S.F.:1.15; EFF:92.4%; AMB RISE F:40C; CODE:H; DESIGN:B; D.E. BRG:6311; O.D.E. BRG:6309	\$ 2,532.26

INSPECTED THE MOTOR ELECTRICALLY, IT FAILED THE TIG TEST INITIALLY BUT HAD SO MUCH GREASE AND OIL IN IT THAT AFTER A WASH AND BAKE IT WOULD PASS. BOTH MOTOR ENDBELLS ARE FINE BUT ONE OF THE INTERNAL LEXAN BAFFLES IS BROKEN SO BOTH NEED TO BE REPLACED.

BEARINGS TO BE REPLACED AS WELL AND ONCE BACK TOGETHER MOTOR TO BE RE-TESTED ELECTRICALLY THEN RUN. ONCE DONE. MOTOR WILL BE PAINTED.

1 Each New upper bearing
 1 Each New lower bearing
 2 Each Lexan Baffles
 Test & Meg Windings
 Disassemble
 Clean Motor parts
 Wash & Bake Stator
 Replace motor parts
 Replace bearings
 Assemble
 Final Meg
 Run & record amps
 Prep and paint
 Paint

Total for materials	\$	4,964.26
Sales Tax	\$	409.55
Freight	\$	800.00

LABOR DESCRIPTION

Labor to disassemble pump in our shop	\$	1,520.00
Labor to machine wear surfaces on impeller and inside volute	\$	1,520.00
Labor to clean for reassembly	\$	475.00
Labor to Dynamically Balance Impellers	\$	320.00
Labor to reassemble pump	\$	1,140.00
Labor to paint pump	\$	760.00
Labor to install pump back in	\$	3,500.00

TOTAL \$ 15,408.81

Sincerely,

Ron Foster
 Field and Operations Manager



COMMERCIAL | INDUSTRIAL | MUNICIPAL PUMP SYSTEMS

Service, Repair, Parts & Expertise

Quote REMIT TO:

Bartley Pump PM LLC

4000 S. Moorland Ave.

Santa Rosa, CA 95407

T 707-584-9191

F 707-584-9198

www.pumpmannorcal.com

License No. 1033562: Class A General Engineering & C-57 Drilling Contractor

C-10 Electrical Contractor & C-55 Water Treatment & C-16 Fire Protection & C61/D21 Pumps and Machines

DIR# 1000054366

Thursday, January 11, 2024

Customer: City of St. Helena

1 Chaix Ln

St. Helena, CA

RE: Budget Numbers for #2 Chicago Pump & Motor Rebuild**JOBSITE:** 1 Chaix Ln

NOTE: This quote is to rebuild the #2 Chicago Pump & Motor. **This is a budget number for pump #2 as we have yet to see it in our shop.**

QUANT	ITEM	DESCRIPTION	TAXABLE TOTAL
		<u>PUMP REPAIRS</u>	
1 Each		Shim & Gasket Kit	\$ 640.00
2 Each		Lip Seals	\$ 100.00
3 Feet		3/8" Packing	\$ 36.00
1 Each		Upper Bearing	\$ 510.00
1 Each		Lower Bearing	\$ 706.00
1 Each		Slinger	\$ 40.00
1 Lot		Misc. Hardware and paint	\$ 400.00
		<u>MOTOR REPAIRS</u>	
1 Each		Repair HP:20; RPM (SYN):1200; NEMA FRAME:286T; MFG.:BALDOR; ENCL:OPSB; MODEL:EM2528T; SPEC ID#:40G048W644; VOLTAGE:230/460; PHASE:3; RPM (NP):1180; SERIAL #:Z0505050238; AMPS:52/26; HERTZ:60; TYPE:AC; S.F.:1.15; EFF:92.4%; AMB RISE F:40C; CODE:H; DESIGN:B; D.E. BRG:6311; O.D.E. BRG:6309	\$ 2,532.26

NOTE: The pump & motor repairs are assumed to be the same as Pump #1

1 Each New upper bearing
 1 Each New lower bearing
 2 Each Lexan Baffles
 Test & Meg Windings
 Disassemble
 Clean Motor parts
 Wash & Bake Stator
 Replace motor parts
 Replace bearings
 Assemble
 Final Meg
 Run & record amps
 Prep and paint
 Paint

Total for materials	\$	4,964.26
Sales Tax	\$	409.55
Freight	\$	800.00

LABOR DESCRIPTION

Labor to pull pump and bring to our shop	\$	3,500.00
Labor to disassemble pump in our shop	\$	1,520.00
Labor to machine wear surfaces on impeller and inside volute	\$	1,900.00
Labor to clean for reassembly	\$	380.00
Labor to Dynamically Balance Impellers	\$	320.00
Labor to reassemble pump	\$	1,140.00
Labor to paint pump	\$	760.00
Labor to install pump back in	\$	3,500.00

TOTAL \$ 19,193.81

Sincerely,

Ron Foster
 Field and Operations Manager



COMMERCIAL | INDUSTRIAL | MUNICIPAL PUMP SYSTEMS

Service, Repair, Parts & Expertise**Quote
REMIT TO:****Bartley Pump PM LLC**

4000 S. Moorland Ave.

Santa Rosa, CA 95407

T 707-584-9191

F 707-584-9198

www.pumpmannorcal.com*License No. 1033562: Class A General Engineering & C-57 Drilling Contractor**C-10 Electrical Contractor & C-55 Water Treatment & C-16 Fire Protection & C61/D21 Pumps and Machines**DIR# 1000054366*

Thursday, January 11, 2024

Customer: City of St. Helena

1 Chaix Ln

St. Helena, CA

RE: Allis Chalmers Pump and Motor Rebuild**JOBSITE:** 1 Chaix Ln**NOTE:** This quote is to rebuild the Allis Chalmers Pump & Motor we have in our shop.

QUANT	ITEM	DESCRIPTION	TAXABLE TOTAL
<u>PUMP REPAIR</u>			
1 Each	Shim & Gasket Kit		\$ 640.00
2 Each	Lip Seals		\$ 100.00
3 Feet	3/8" Packing		\$ 36.00
1 Each	Stainless Steel Shaft Sleeve		\$ 720.00
1 Each	Stainless Steel Volute Wear Ring		\$ 1,492.00
1 Each	Stainless Steel Shaft		\$ 3,240.00
1 Each	Upper Bearing		\$ 510.00
1 Each	Lower Bearing		\$ 706.00
1 Each	Slinger		\$ 40.00
1 Each	Impeller bolt and key		\$ 300.00
1 Lot	Misc. Hardware and paint		\$ 400.00
<u>MOTOR REPAIR</u>			
1 Each	HP:25; RPM (SYN):1200; NEMA FRAME:324T; MFG.:BALDOR; ENCL:OPSB; MODEL:EM2532T; SPEC ID#:42F058W422; VOLTAGE:230/460; PHASE:3; RPM (NP):1180; SERIAL #:Z0406250115; AMPS:62/31; HERTZ:60; TYPE:AC; S.F.:1.15; EFF:93.6%; AMB RISE F:40C; CODE:H; DESIGN:B; D.E. BRG:6312; O.D.E. BRG:6311		\$ 3,420.12

INSPECTED THE MOTOR, IT ALSO WAS SUPER GREASY AND FULL OF OIL SO DISASSEMBLED AND WASHED AND BAKED THE STATOR. STATOR TESTED FINE AFTERWARDS. THE DE ENDBELL NEEDS TO BE BORED AND SLEEVED BEFORE RE-ASSEMBLY. ONCE DONE, NEW BEARINGS TO BE INSTALLED,

MOTOR WILL BE ELECTRICALLY TESTED AND TEST RUN THEN PAINTED.

1 Each New upper bearing
 1 Each New lower bearing
 Bore & Sleeve End Bell
 Test & Meg Windings
 Disassemble
 Clean Motor parts
 Wash & Bake Stator
 Replace motor parts
 Replace bearings
 Assemble
 Final Meg
 Run & record amps
 Prep and paint
 Paint

		Total for materials	\$	11,604.12
		Sales Tax	\$	957.34
		Freight	\$	800.00
<u>LABOR DESCRIPTION</u>				
Labor to disassemble pump in our shop			\$	1,520.00
Labor to machine wear surfaces on impeller and inside volute			\$	1,520.00
Labor to clean for reassembly			\$	475.00
Labor to Dynamically Balance Impellers			\$	320.00
Labor to Machine Impeller Bore and Face Impeller Wear Ring			\$	190.00
Labor to reassemble pump			\$	950.00
Labor to paint pump			\$	760.00
Labor to install pump back in			\$	3,500.00
TOTAL			\$	22,596.46

Sincerely,

Ron Foster
 Field and Operations Manager



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	January 23, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Introduction and first reading of an ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of sidewalks and driveway approaches fronting private property.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Introduce and waive the first reading of the proposed revisions to the ordinance; schedule second reading on 2/13/23.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To introduce amendments to Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of sidewalks and driveway approaches fronting private property.
FINANCIAL IMPACT:	No fiscal impact.

BACKGROUND:

Sidewalk maintenance responsibility is codified at the State level in the CA Streets and Highways Code Sections 5610 through 5661. This State Code places the responsibility for maintaining sidewalks, driveway approaches, curb and gutter with the private property owner whose parcel is fronted by these facilities. The City has adopted and amended this State Code in SHMC Chapter 12.08. Authority to implement the different sections of the current Code is distributed between the City Council, Director of Public Works, City Engineer, and Superintendent of Streets. The City has an established Buildings and Streets Superintendent position; however, the roles and responsibilities of the Superintendent of Streets as defined by the State Code falls in line with the Director of Public Works/City Engineer.

SHMC Chapter 12.08 also identifies certain sidewalk segments on Main Street that are considered the responsibility of the City where street trees are responsible for sidewalk damage and regardless of ownership of the adjoining private parcel. Many of the provisions of this section were superseded or became duplicative after the City Council accepted from Caltrans the sidewalks along Main Street in 2010. This has resulted in confusion among the public and staff as to when property owners are responsible for

maintenance, when the City is responsible, the physical extents of responsibility, and under what circumstances this responsibility changes.

DISCUSSION:

The Public Works Department recommends revising SHMC Chapter 12.08 to clarify maintenance responsibility throughout the City, bring the Chapter into closer conformance with the State Code on which it is based, clarify the responsible parties to implement the Chapter, and provide for a more robust process by which maintenance responsibility can be defined. Public Works staff have prepared the attached exhibits detailing the revisions to Chapter 12.08 that achieve these goals. The City Attorney reviewed the draft version of this ordinance revision, provided language and comments that have been incorporated herein.

What would the proposed revisions accomplish if adopted?

- Authority to implement the Chapter would be delegated to the Director of Public Works. The Director would be further empowered to designate a staff representative, when needed, to implement most sections and extend right-of-entry authority to staff when conducting inspections on private property.
- A provision will be added to Section 12.08.010 for establishing whether the State Code or the Municipal Code holds priority and hold that the more stringent Code will prevail.
- A new Section 12.08.100 would create a procedure by which Council may direct Staff to assume maintenance responsibility of certain sidewalks where the Council finds a public benefit to do so. Council would also be empowered to rescind public maintenance responsibility should the Council find the public benefit no longer exists, never existed, or was adopted in error. This authority would be implemented via the resolution process similar to the process the Council currently uses to designate parking restrictions on public streets.
- The existing provisions of Section 12.08.100 will be memorialized in a separate Resolution. Staff will present to Council this Resolution and the complete list of sidewalk segments currently the responsibility of the City should this revised ordinance advance to a second reading. This Resolution will serve as the initial "City Maintained Sidewalk" list. Council will be able to add or remove sidewalk segments in the future by approving successor Resolutions.
- Section 12.08.110 will be revised to clarify a property owner's responsibility to establish the correct line and grade when proposing to construct or re-construct a sidewalk. This section will also be revised to require the property owner to engage the services of a surveyor, licensed in the State of California, at the property owner's sole expense.

ENVIRONMENTAL REVIEW: Not a CEQA project.

DOCUMENTS ATTACHMENTS:

[ORDINANCE.St. Helena Ordinance re Property Owner's Obligation to Maintain Sidewalk](#)

[CURRENT.SHMC Section 12.08.Sidewalk Maintenance Revised TrackChange Revised](#)

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTION 12.08 OF THE ST. HELENA MUNICIPAL CODE REQUIRING PROPERTY OWNERS TO MAINTAIN, REPLACE, AND REPAIR SIDEWALK FRONTING THEIR PROPERTY

WHEREAS, Title 12 (Streets, Sidewalks and Public Spaces) of the City of St. Helena's (City) Municipal Code contains regulations relating to sidewalks; and

WHEREAS, Chapter 12.08 of Title 12 of the City's Municipal Code regulates the construction and maintenance of sidewalks; and

WHEREAS, Section 12.08.010(A) of the City's Municipal Code provides that a property owner is financially responsible for maintaining the sidewalk that fronts their property; and

WHEREAS, the City Council desires to clarify that a property owner has an obligation to perform and pay for any maintenance, repair, and replacement of sidewalk fronting the private residence, business or parcel; and

WHEREAS, the City Council wishes to further clarify that a property owner must obtain any encroachment permits necessary to perform any maintenance, repair, or replacement of private water and sewer laterals; and

WHEREAS, the City Council wishes to establish a process by which the City may assume responsibility for the construction, maintenance and repair of certain sidewalk(s) when a public benefit exists.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals: This Ordinance incorporates, and by this reference makes a part hereof, the aforementioned recitals;

SECTION 2. Amendment to Municipal Code Section 12.08.010. Section 12.08.010 of the City's Municipal Code is hereby amended as follows:

“ A. California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended, are referred to and are incorporated by reference into this code. Where authority to enforce State code is vested in the superintendent of streets that authority shall be delegated to the Director of Public Works for the City of St. Helena.

B. Notwithstanding California Streets and Highways Code Section 5610 through 5630 and subsection (A) of this section, the owners of lots or portions of lots fronting on

any portion of a public street within the St. Helena city limit shall maintain the sidewalk in such condition that the sidewalk will not endanger persons or property. The sidewalk shall be maintained in a condition which will not interfere with the public convenience in the use of those works.

C. Notwithstanding subsection (B) of this section, maintenance and repair of sidewalks, which includes curb, gutter and storm drainage structures, on Main Street between Sulphur Creek Bridge and Pine Street, shall be the responsibility of the city in every case where damage to the sidewalk is caused by street trees for which the city has responsibility under Section 12.24.070, or by a tree designated as a heritage tree for which the city has responsibility under Section 12.24.120, except for damage as a result of over watering and any other damage not caused solely by the tree(s).

D. In addition to the provisions of this Chapter 12.08 regarding the construction and maintenance of sidewalks, the Director of Public Works may establish procedures and design standards which govern the maintenance of repair of sidewalks throughout the city in order to provide property owners an opportunity to comply with maintenance and repair requirements in a cost effective manner, consistent with the purpose and provisions of this chapter and Title 12 of this code and any other applicable laws and regulations. (Ord. 06-3 (part); prior code § 13.3)

E. Where the provisions of this Chapter and the California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended conflict, the more stringent code shall prevail.

Amendment to Municipal Code Section 12.08.020. Section 12.08.020 is hereby amended as follows:

“A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the center of the street. (Prior code § 13.4)

B. It shall be the duty of every owner of real estate within the city fronting a street intersection to remove and clean away, at his or her own expense, the weeds, grass, brush and debris that interfere with or impair the vision of operators of vehicles at street intersections.

C. It shall be the duty of every owner of real estate within the city and fronted by multiple streets accessible by the public to maintain the "visibility triangle" as defined and in accordance with SHMC Chapter 17.32.”

Amendment to Municipal Code Section 12.08.025. Section 12.08.025 is hereby amended as follows:

“A. Any property owner to whom Sections 12.08.010 and 12.08.020 apply shall owe a duty to members of the public to comply with those sections and with all applicable provisions of California Streets and Highways Code Sections 5610 through

5630, as incorporated by reference into this code. If any property or person suffers injury or damage as a result of a property owner's failure to comply with the requirements of Sections 12.08.010 and 12.08.020, or with other applicable law that requires a property owner to maintain and repair sidewalks, the property owner shall be liable to such person for the resulting injury or damage.

B. Notwithstanding the duty of care established by subsection (A) of this section, if any property or person suffers injury or damage as a result of the city's failure to repair any sidewalk for which the city has the responsibility to maintain and repair under Section 12.08.010, liability for such resulting injury or damage shall be determined according to law. (Ord. 06-3 (part))"

Amendment to Municipal Code Section 12.08.050. Section 12.08.050 is hereby amended as follows:

"It is unlawful for any person to construct or cause to be constructed in any street in the city any sidewalk, driveway approach, curb or gutter without first obtaining a permit in writing to do so from the Director of Public Works or the director's designated representative. (Prior code § 13.13)"

Amendment to Municipal Code Section 12.08.060. Section 12.08.060 is hereby amended as follows:

"Any permit granted under the terms of this chapter shall be issued in the format furnished by the city and shall specify the name and address of the applicant, the location of the property in front of which the proposed sidewalk, driveway approach, curb or gutter is to be constructed, the dimensions thereof and shall refer to this chapter for the materials to be used and the method of construction. Such permit shall be posted in a conspicuous place near the work to be done by the permittee to whom the same may be issued. (Prior code § 13.14)"

Amendment to Municipal Code Section 12.08.080. Section 12.08.080 is hereby amended as follows:

"No sidewalk, driveway approach, curb or gutter shall be constructed of any material other than concrete within the urban limit line unless expressly approved by the Director of Public Works. Asphaltic Concrete (AC) may be used for bikeway, multi-use path, sidewalk, curb and gutter outside the urban limit line with the approval of the Director of Public Works. (Prior code § 13.16)"

Amendment to Municipal Code Section 12.08.090. Section 12.08.090 is hereby amended as follows:

"All sidewalks, driveway approaches, curbs or gutters shall be constructed, reconstructed or repaired in every particular in accordance with city the permit issued therefor. All sidewalks, driveway approaches, curbs or gutters constructed, reconstructed or repaired on streets in the city and accessible by the public shall be

constructed in accordance with the standard plans and specifications for concrete sidewalks, driveway approaches, curbs or gutters approved by the Director of Public Works. (Prior code § 13.17)”

Amendment to Municipal Code Section 12.08.100. Section 12.08.100 is hereby amended as follows:

“A. It is made the duty of the City where public property is owned by the City in fee and fronts on any public street therein to keep the sidewalks that are now or may hereafter be built to established along such frontage in a good state of repair so that they shall not endanger person or property passing thereon or interfere with the public convenience in the use thereof.

B. The City may assume responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way by resolution if the City Council finds that there is a public benefit to do so. Resolution shall clearly define the location of the segment of sidewalk, curb or gutter to be City responsibility and the maintenance activities for which the City will be responsible.

C. The City may rescind public responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way previously assumed by resolution of the City Council if the City Council finds that the public benefit cited in the aforementioned resolution no longer exists, never existed or was adopted in error.”

Amendment to Municipal Code Section 12.08.110. Section 12.08.110 is hereby amended as follows:

“Where the street is unimproved or where the existing curbs are in poor condition or not to official line and grade, owners of property proposing to construct any of the work mentioned in this article must first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. (Prior code § 13.19)”

Amendment to Municipal Code Section 12.08.120. Section 12.08.120 is hereby amended as follows:

“All work provided by this chapter shall be done under the supervision and direction and to the satisfaction of the Director of Public Works or the or the director's designated representative, and inspection shall be requested by the permittee when the forms are in place, and no concrete shall be poured until such forms are inspected and approved. (Prior code § 13.20)”

Amendment to Municipal Code Section 12.08.140. Section 12.08.140 is hereby amended as follows:

“The City Council shall have the right at any time, upon order duly made and given, to require payment of a fee for any permit issued under this chapter. All fees, fines and

penalties applied under this chapter shall be published in the master user fee schedule as adopted by the city council. (Prior code § 13.22)”

Amendment to Municipal Code Section 12.08.150. Section 12.08.150 is hereby amended as follows:

“When any portion of any improved street, avenue, lane, alley, court or place in the city, or any sidewalk constructed thereon shall be out of repair, or needing reconstruction, and in condition to endanger persons or property passing thereon, or in condition to interfere with the public convenience in the use thereof, and the Director of Public Works or the director’s designated representative has required the owners or occupants of lots or portions of lots fronting on such portion of such street, avenue, alley, lane, court or place, or such portion of such sidewalks so out of repair or needing reconstruction as aforesaid, to repair or reconstruct, or to do both, forthwith, the portion of the street, avenue, lane, alley, court, or place, to the center line of the street in front of the property of which he or she is the owner or tenant, or occupant, by serving written notice in the manner and form prescribed by Sections 5611-5614 of the Streets and Highways Code, as the same has or may hereafter be amended, and the owner or occupant fails or neglects to commence the repair or reconstruction in the manner and form required by the notice within the time period specified in the notice after the service of the same, or to diligently or without interruption prosecute the work to completion, the owner or occupant of such lot or property so failing or neglecting to do such things or any of them, after the service of the notice in the manner and form above described, shall forfeit to the city the sum of fifty dollars (\$50.00), which may be recovered by the city in a civil action brought in any court of competent jurisdiction, and shall also be guilty of a misdemeanor. (Prior code § 13.42)”

Amendment to Municipal Code Section 12.08.170. Section 12.08.170 is hereby amended as follows:

“It is made the duty of the Director of Public Works to enforce the provisions of Sections 12.08.160 through 12.08.180. In all cases where there are railroad tracks laid in any street so graded and paved with an asphalt wearing surface on a concrete or other base material and any portion of the street between and under the tracks and for the distance of two feet on each side thereof has not been graded and paved, in accordance with the provisions of said sections or where such pavement or the foundation thereof has become defective or out of repair, the Director of Public Works shall cause a written notice to be served upon the person owning or maintaining the railroad tracks, in which notice he or she shall specify generally the nature and kind of the work required, and shall direct the person to perform the same and it shall thereafter be the duty of any such person to commence the work within ten (10) days after the service of the notice, and to prosecute the same diligently and without the intermission until the same be completed, under the inspection and to the satisfaction of the superintendent of streets and to furnish and use thereon all appliances and workmen that may be required therefor and designated by the superintendent of streets. When any such pavement is hereafter required to be repaired under the provisions of said

sections, it must be repaired in accordance with the provisions of Section 12.08.160 for the original construction of the pavement. (Prior code § 13.44)”

Amendment to Municipal Code Section 12.08.170. Section 12.08.170 is hereby amended as follows:

“Should any person fail to grade or pave any such street as required by Sections 12.08.160 through 12.08.180 or to comply with any notice that the director of public works may cause to be served upon such person under the provisions of said sections or to comply with any direction that he or she may lawfully give as to the manner of doing the work during the course thereof, or to repair any defective pavement or foundation now or hereafter laid on any of the streets between or under the tracks or for a distance of two feet on each side thereof, in accordance with the requirements of said sections for the original construction of the work, or to repair any defective pavement under or between the tracks, or for a distance of two feet on each side thereof on any street, after written notice from the director of public works so to do; such person so failing therein shall be guilty of an infraction for each and every day that such person shall fail therein after receiving notice from director of public works, so to do. Nothing in Sections 12.08.160 through 12.08.180 contained shall be construed to relieve any such person from liability for any damage that may accrue by reason of his or her nonperformance of the work or to abate or modify any other remedy that the city may have to enforce the performance of the same or to forfeit the franchise of any such person. (Prior code § 13.45)”

SECTION 3. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 5. Effective Date. This ordinance shall take effect and be in force thirty (30) days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, 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 Tzafoopoulos, City Clerk

I, CINDY TZAFPOPOULOS, 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 _____, 2024. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2024, by the following vote:

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

**PROPOSED REVISIONS TO SHMC CHAPTER 12.08 – CONSTRUCTION AND MAINTENANCE
(OF SIDEWALKS)**

12.08.010 Duty of property owners to repair sidewalks.

A. — It is made the duty of every property owner within the city whose property fronts on any public street therein to keep the sidewalks that are now or may hereafter be built or established along such frontage in a good state of repair so that they shall not endanger persons or property passing thereon or interfere with the public convenience in the use thereof.

A. California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended, are referred to and are incorporated by reference into this code. Where authority to enforce State code is vested in the superintendent of streets that authority shall be delegated to the Director of Public Works for the City of St. Helena.

B. — Notwithstanding subsection (A) of this section, maintenance and repair of sidewalks, which includes curb, gutter and storm drainage structures, on Main Street between Sulphur Creek and Pine Street, shall be the responsibility of the city in every case where damage to the sidewalk is caused by street trees for which the city has responsibility under Section 12.24.070, or by a tree designated as a heritage tree for which the city has responsibility under Section 12.24.120, except for damage as a result of over watering and any other damage not caused solely by the tree(s).

B. Notwithstanding California Streets and Highways Code Section 5610 through 56130 and subsection (A) of this section, the owners of lots or portions of lots fronting on any portion of a public street within the St. Helena city limit shall maintain the sidewalk in such condition that the sidewalk will not endanger persons or property. The sidewalk shall be maintained in a condition which will not interfere with the public convenience in the use of those works.

C. — In addition to the provisions of this Chapter 12.08 regarding the construction and maintenance of sidewalks, the director of public works may establish procedures which govern the maintenance of repair of sidewalks throughout the city in order to provide property owners an opportunity to comply with maintenance and repair requirements in a cost effective manner, consistent with the purpose and provisions of this chapter and Title 12 of this code and any other applicable laws and regulations. (Ord. 06-3 (part); prior code § 13.3)]

C. Notwithstanding subsection (B) of this section, maintenance and repair of sidewalks, which includes curb, gutter and storm drainage structures, on Main Street between Sulphur Creek Bridge and Pine Street, shall be the responsibility of the city in every case where damage to the sidewalk is caused by street trees for which the city has responsibility under Section 12.24.070, or by a tree designated as a heritage tree for which the city has responsibility under Section 12.24.120, except for damage as a result of over watering and any other damage not caused solely by the tree(s).

D. In addition to the provisions of this Chapter 12.08 regarding the construction and maintenance of sidewalks, the Director of Public Works may establish procedures and design standards which govern the maintenance of repair of sidewalks throughout the city in order to provide property owners an opportunity to comply with maintenance and repair requirements in a cost effective manner, consistent with the purpose and provisions of this chapter and Title 12 of this code and any other applicable laws and regulations. (Ord. 06-3 (part); prior code § 13.3)

E. Where the provisions of this Chapter and the California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended conflict, the more stringent code shall prevail.

12.08.020 Duty of property owners to clean public right-of-way in front of premises.

A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the center of the street. (Prior code § 13.4)

B. It shall be the duty of every owner of real estate within the city fronting a street intersection to remove and clean away, at his or her own expense, the weeds, grass, brush and debris that interfere with or impair the vision of operators of vehicles at street intersections. Because of the special circumstances related to the historic district as set forth in the recitals to this chapter, the specific locations of newsracks in the historic district shall be as set forth in subsection (C) of section 12.20.050.

B. It shall be the duty of every owner of real estate within the city fronting a street intersection to remove and clean away, at his or her own expense, the weeds, grass, brush and debris that interfere with or impair the vision of operators of vehicles at street intersections. Because of the special circumstances related to the historic district as set forth in the recitals to this chapter, the specific locations of newsracks in the historic district shall be as set forth in subsection (C) of section 12.20.050

C. It shall be the duty of every owner of real estate within the city and fronted by multiple streets accessible by the public to maintain the "visibility triangle" as defined and in accordance with SHMC Section 17.04.160.

12.08.025 Liability for injuries to the public.

A. Any property owner to whom Sections 12.08.010 and 12.08.020 apply shall owe a duty to members of the public to comply with those sections and with all applicable provisions of California Streets and Highways Code Sections 5610 through ~~5661~~ 5630, as incorporated by reference into this code. If any property or person suffers injury or damage as a result of a property owner's failure to comply with the requirements of Sections 12.08.010 and 12.08.020, or with other applicable law that requires a property owner to maintain and repair sidewalks, the property owner shall be liable to such person for the resulting injury or damage.

B. Notwithstanding the duty of care established by subsection (A) of this section, if any property or person suffers injury or damage as a result of the city's failure to repair any sidewalk for which the city has the responsibility to maintain and repair under Section 12.08.010, liability for such resulting injury or damage shall be determined according to law. (Ord. 06-3 (part))

12.08.030 Enforcement of property owners' duty to repair.

~~All provisions of California Streets and Highways Code Sections 5610 through 5661, as they now exist or are from time to time hereafter amended, are referred to and are incorporated by reference into this code. (Prior code § 13.5)~~

12.08.040 Water drains emptying into streets. (No change)

All water drains constructed or maintained for the purpose of discharging water into the public streets shall be so constructed that the waters will not be discharged upon or over any sidewalk or permitted to flow over or across the same, but shall be conducted beneath the sidewalk and discharged into the gutter of the street beneath the curb line thereof. Except as specifically authorized by the director of public works, such drains may be only for the purpose of conducting water from the exteriors of buildings and other improvements and may not drain water or any other materials from within the buildings and other improvements. The director of public works may authorize a special water drain connection for the purpose of disposing of uncontaminated water from an overflow, ground water sump, condenser, or other source. In authorizing a special water drain connection, the director of public works will consider the quality and quantity of water to be drained into the street and possible impacts on the public. All water drains not in compliance with the provisions of this section shall be reconstructed so far as may be necessary to comply with the provisions of this section. (Prior code § 13.6)

12.08.050 Permit required.

It is unlawful for any person to construct or cause to be constructed in any street in the city any sidewalk, driveway approach, curb or gutter without first obtaining a permit in writing to do so from the ~~city council or from such officer of the city as the city council may from time to time authorize or~~

~~delegate the authority to issue such permit~~ Director of Public Works or the director's designated representative. (Prior code § 13.13)

12.08.060 Application for permit—Posting of permit.

Any permit granted under the terms of this chapter shall be issued ~~upon blank forms in the format~~ furnished by the city and shall specify the name and address of the applicant, the location of the property in front of which the proposed sidewalk, driveway approach, curb or gutter is to be constructed, the dimensions thereof and shall refer to this chapter for the materials to be used and the method of construction. Such permit shall be posted in a conspicuous place near the work to be done by the permittee to whom the same may be issued. (Prior code § 13.14)

12.08.070 Permit need not be issued. (No change)

Nothing in this chapter shall be deemed or construed to compel the city council or its duly authorized officer to issue a permit on any application that may be made therefor and as provided in this chapter if, in the judgment of the council or its duly authorized officer, the proposed work is against the best public interests, welfare or convenience. (Prior code § 13.15)

12.08.080 Concrete to be used—Exception.

No sidewalk, driveway approach, curb or gutter shall be constructed of any material other than concrete ~~unless the city council expressly authorizes the same within the urban limit line unless expressly approved by the Director of Public Works. Asphaltic Concrete~~ ement (AC) may be used for bikeway, multi-use path, sidewalk, curb and gutter outside the urban limit line with the approval of the Director of Public Works. (Prior code § 13.16)

12.08.090 Plans and specifications.

~~All sidewalks, driveway approaches, curbs or gutters must be constructed in every particular in accordance with the permit issued therefor, and all sidewalks, driveway approaches, curbs or gutters constructed on streets in the city, with the exception of Main Street, which is a state highway route, shall be constructed in accordance with the standard plans and specifications for concrete sidewalks, driveway approaches, curbs or gutters in the city on file in the office of the city clerk, as the same now read or as they may hereafter be changed or amended by resolution of the council, reference to which plans and specifications is hereby made for further particulars. (Prior code § 13.17)~~

All sidewalks, driveway approaches, curbs or gutters shall be constructed, reconstructed or repaired in every particular in accordance with city the permit issued therefor. All sidewalks, driveway approaches, curbs or gutters constructed, reconstructed or repaired on streets in the city and accessible by the public shall be constructed in accordance with the standard plans and specifications for concrete

sidewalks, driveway approaches, curbs or gutters in the city approved by the Director of Public Works. (Prior code § 13.17)

12.08.100 Construction standards on Main Street. Duty of City to Repair Maintenance of Certain Sidewalks.

All sidewalks, driveway approaches, curbs or gutters constructed on Main Street in the city, so long as the street is a state highway route, must be constructed in every particular and in accordance with the permit issued therefor and all sidewalk approaches on Main Street shall be constructed in accordance with the regulations for sidewalk approaches and standard driveways to serve property fronting on state highways outside the limits of incorporated cities, promulgated by the Division of Highways, Department of Public Works of the state of California, under date of July, 1975, where the same may be applicable to such state highway route within the city limits of the city. (Prior code § 13.18)

A. It is made the duty of the City where public property is owned by the City in-fee and fronts on any public street therein to keep the sidewalks that are now or may hereafter be built to established along such frontage in a good state of repair so that they shall not endanger person or property passing thereon or interfere with the public convenience in the use thereof.

B. The City may assume responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way by resolution if the City Council finds that there is a public benefit to do so. Resolution shall clearly define the location of the segment of sidewalk, curb or gutter to be City responsibility and the maintenance activities for which the City will be responsible.

C. The City may rescind public responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way previously assumed by resolution of the City Council if the City Council finds that the public benefit cited in the aforementioned resolution no longer exists, never existed or was adopted in error.

D. Notwithstanding Subsections 12.08.100(A), (B) or (C), responsibility for liability for injuries to the public shall be defined as described in Section 12.08.010 and California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended.

12.08.110 Obtaining correct line and grade.

Where the street is unimproved or where the existing curbs are in poor condition or not to official line and grade, owners of property proposing to construct any of the work mentioned in this article must first obtain the correct line and grade ~~from the city engineer. For this service, the city engineer shall charge one dollar (\$1.00), which shall be paid in advance. at the property owner's sole expense by a~~ surveyor licensed in the State of California. (Prior code § 13.19)

12.08.120 Inspection, supervision and approval of work.

All work provided by this chapter shall be done under the supervision and direction and to the satisfaction of the ~~superintendent of streets~~ Director of Public Works or the ~~city council or such other officer as it may designate~~ or the director's designated representative, and ~~notice shall be given by the permittee~~ and inspection shall be requested by the permittee when the forms are in place, and no concrete shall be poured until such forms are inspected and approved. (Prior code § 13.20)

12.08.130 Responsibility for injuries—Protection of work (No Change)

The one to whom any permit is provided by this chapter is granted shall thereby become and be responsible for the proper execution of the work, and for all personal injuries or damages to third persons arising from the doing of any of the work specified in such permit, and the permittee shall see that necessary barriers, "Street Closed" signs, lights and watch-men, or any thereof, as may be necessary to prevent accidents to the public and to protect work are provided. (Prior code § 13.21)

12.08.140 Permit fees.

~~The city council shall have the right at any time, upon order duly made and given, to require payment of a fee for any permit issued under this chapter. (Prior code § 13.22)~~

The ~~Director of Public Works or the director's designated representative~~ City Council shall have the right at any time, upon order duly made and given, to require payment of a fee for any permit issued under this chapter. All fees, fines and penalties applied under this chapter shall be published in the master user fee schedule as adopted by the city council. (Prior code § 13.22)

12.08.150 Repair requirements—Generally.

When any portion of any improved street, avenue, lane, alley, court or place in the city, or any sidewalk constructed thereon shall be out of repair, or needing reconstruction, and in condition to endanger persons or property passing thereon, or in condition to interfere with the public convenience in the use thereof, and the ~~superintendent of streets~~ Director of Public Works or the director's designated representative has required the owners or occupants of lots or portions of lots fronting on such portion of such street, avenue, alley, lane, court or place, or such portion of such sidewalks so out of repair or needing reconstruction as aforesaid, to repair or reconstruct, or to do both, forthwith, the portion of the street, avenue, lane, alley, court, or place, to the center line of the street in front of the property of which he or she is the owner or tenant, or occupant, by serving written notice in the manner and form prescribed by Sections 31 of the Statutes of the state generally known as the "Improvement Act of 1911" being Chapter 397 of the Statutes of 1911 (Sections 5000 to 6794~~5611-5614~~ of the Streets and Highways Code Annotated of the state), as the same has or may hereafter be amended, and the owner or occupant fails or neglects to commence the repair or reconstruction in the manner and form required by the notice within ~~three days~~ the time period specified in the notice after the service of the same, or to diligently or without interruption prosecute the work to completion, the owner or occupant of such

lot or property so failing or neglecting to do such things or any of them, after the service of the notice in the manner and form above described, shall forfeit to the city the sum of fifty dollars (\$50.00), monetary sum of fees, fines, penalties, staff time and materials cost to complete the work and which may be recovered by the city in a civil action brought in any court of competent jurisdiction, and shall also be guilty of a misdemeanor. (Prior code § 13.42)

12.08.160 Grading and paving along railroad tracks generally. (No Change)

The city council being of the opinion and having in its judgment decided that the method of construction herein provided is necessary, does specify that when any street in the city has or hereafter shall be graded and paved with an asphalt wearing surface, on a concrete or other base, and there are railroad tracks laid in the street, the portions of the street between and under the tracks and for a distance of two feet on each side thereof, shall be graded and paved in the same manner and with the same materials as the rest of the street is graded and paved, subject to the following modifications adjudged by the city council to be necessary for the preservation of the pavement:

The tracks shall be laid flush with the official grade of the street, the rails to be secured to the ties on tie plates three-fourths of an inch in thickness and the ties to be spaced at thirty (30) inches apart center to center, except at joints where one tie will be placed under the end of each rail. Pockets under the rails between ties will be dug out and the entire width of the roadbed brought to the form shown on the plans hereinafter referred to, and the pockets and the space above the level of the base of the tie plates shall be filled with concrete thoroughly tamped and worked into such pockets and brought up solidly under the base of the rails and elsewhere brought to a true finish one and one-half inches below the official grade of the street and parallel thereto.

Paving bricks of good quality and suitable shape shall be set alongside the heads of "T" rails as shown on such plans; these to be set on sand cushions as shown therein. Where grooved rails are used, the pavement surface shall be finished with asphaltic paving mixture only.

After the paving bricks are set in place the space occupied by the toothing shall be filled with concrete. The joints between the tracks and the rails shall be filled with asphaltic cement.

Upon the base thus formed shall be laid an asphaltic wearing surface one and one-half inches in thickness and to the official line and grade of the street. It shall be laid and constructed in like manner as the wearing surface on adjacent portions of the street on each side of the railroad.

The plan and specifications for the paving, prepared by C. H. Wallace, former town engineer, and filed in the office of the city clerk are adopted for a further description of the method of doing the work and by special reference thereto are made a part of this section; provided, that when any of the work is done under contract awarded by any of the officials of the city, the superintendent therein referred to shall be the street superintendent and when any of the work is done by private contract executed by any person or corporation owning any of the railroad tracks within the city, the superintendent of streets shall not have charge of the work, although he or she shall have the right to inspect the same as therein provided and to require that it shall be done in accordance with the regulations herein adopted. Any work not so done will not be accepted by the city. (Prior code § 13.43)

12.08.170 Grading and paving along railroad tracks—Enforcement by ~~superintendent of streets~~ Director of Public Works.

It is made the duty of the ~~superintendent of streets~~ Director of Public Works to enforce the provisions of Sections 12.08.160 through 12.08.180. In all cases where there are railroad tracks laid in any street so graded and paved with an asphalt wearing surface on a concrete or other ~~basis~~ base material and any portion of the street between and under the tracks and for the distance of two feet on each side thereof has not been graded and paved, in accordance with the provisions of said sections or where such pavement or the foundation thereof has become defective or out of repair, the ~~superintendent of streets~~ Director of Public Works shall cause a written notice to be served upon the person owning or maintaining the railroad tracks, in which notice he or she shall specify generally the nature and kind of the work required, and shall direct the person to perform the same and it shall thereafter be the duty of any such person to commence the work within ten (10) days after the service of the notice, and to prosecute the same diligently and without the intermission until the same be completed, under the inspection and to the satisfaction of the superintendent of streets and to furnish and use thereon all appliances and workmen that may be required therefor and designated by the superintendent of streets. When any such pavement is hereafter required to be repaired under the provisions of said sections, it must be repaired in accordance with the provisions of Section 12.08.160 for the original construction of the pavement. (Prior code § 13.44)

12.08.180 Failure to comply.

Should any person fail to grade or pave any such street as required by Sections 12.08.160 through 12.08.180 or to comply with any notice that the ~~superintendent of streets~~ director of public works may cause to be served upon such person under the provisions of said sections or to comply with any direction that he or she may lawfully give as to the manner of doing the work during the course thereof, or to repair any defective pavement or foundation now or hereafter laid on any of the streets between or under the tracks or for a distance of two feet on each side thereof, in accordance with the requirements of said sections for the original construction of the work, or to repair any defective pavement under or between the tracks, or for a distance of two feet on each side thereof on any street, after written notice from the ~~superintendent of streets~~ director of public works so to do; such person so failing therein shall be guilty of an infraction ~~forfeit to the city the sum of twenty-five dollars (\$25.00) a day~~ for each and every day that such person shall fail therein, pay to the City all fees, fines and penalties applied under this chapter after receiving notice from ~~superintendent of streets~~ director of public works, so to do, which forfeiture may be recovered in a civil action in any court of competent jurisdiction, and it shall be the duty of the superintendent of streets ~~director of public works to prosecute the action thereof in the name of the city, and at its expense.~~ Nothing in Sections 12.08.160 through 12.08.180 contained shall be construed to relieve any such person from liability for any damage that may accrue by reason of his or her nonperformance of the work or to abate or modify any other remedy that the city may have to enforce the performance of the same or to forfeit the franchise of any such person. All fees, fines and penalties applied under this chapter shall be published in the master user fee schedule as adopted by the city council. (Prior code § 13.45)



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	January 23, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Introduction and first reading of Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability
RECOMMENDED ACTION:	Introduce/waive ordinance as noted; schedule second reading for 2/27/23.
PREVIOUS COUNCIL ACTION:	On November 22, 2022, the Council received a report by the Director of Public Works discussing limitations in the St. Helena Municipal Code as it pertains to the ownership and maintenance responsibilities of sewer laterals serving private properties.
STATEMENT OF THE PURPOSE:	To introduce revisions to Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.
FINANCIAL IMPACT:	None

BACKGROUND:

On November 22, 2022, the Council received a report by the Director of Public Works discussing limitations in the St. Helena Municipal Code as it pertains to the ownership and maintenance responsibilities of sewer laterals serving private properties. It was the consensus of the City Council to approve Option 2: the City to maintain only the sewer main and fitting connecting a private lateral. Council directed Public Works and the City Attorney to develop revisions to Title 13 and present to Council for introduction and first reading.

DISCUSSION:

The Public Works Department wishes to revise SHMC Title 13 to clarify the definitions of private and public sewers and add consistent language for each across the Title. The proposed revisions would also support a proposed new Section 13.20.75 which would clearly describe a property owner's obligation to maintain, repair and replace the sewer lateral serving their property. The proposed new section 13.20.75 would also clearly define the physical limits of private sewer ownership and maintenance responsibilities as it pertains to public right-of-way. The City Attorney reviewed the draft version of this ordinance revision, provided language and comments that have been incorporated herein.

What would the proposed revisions accomplish if adopted?

- Ownership of a sewer lateral serving private property will be clearly defined as "private" from the home or business up to the sewer main.
- Maintenance, repair and eventual replacement of a private lateral will be the sole responsibility of the property owner regardless if the lateral traverses private or public land.
- The fitting connecting the lateral to the main and the sewer main itself would be clearly defined as "public" and maintenance of the fitting would be the responsibility of the City.

ENVIRONMENTAL REVIEW: Not a CEQA Project

DOCUMENTS ATTACHMENTS:

[ORDINANCE.St. Helena_ Ordinance re Property Owner's Obligation to Maintain Sewer Laterals](#)

[EXISTING.SHMC Title 13.Sewer System and Wastewater Edits TrackChange](#)

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING CHAPTER 13.20, 13.24 AND ADDING NEW SECTION 13.20.075 TO TITLE 13 OF THE ST. HELENA MUNICIPAL CODE REQUIRING PROPERTY OWNERS TO MAINTAIN, REPLACE, AND REPAIR PRIVATE SEWER LATERALS

WHEREAS, Title 13 (Public Services) of the City of St. Helena's (City) Municipal Code contains regulations relating to sewer service systems; and

WHEREAS, Chapter 13.20 of Title 13 of the City's Municipal Code regulates the use of sewer, sewer service connections, and connecting private plumbing to public sewer mains; and

WHEREAS, Section 13.20.10 of the City's Municipal Code provides definitions of private and public sewer infrastructure and that a property owner is financially responsible for the plumbing from their property to the public sewer main, but is inconsistent regarding a property owner's obligation to maintain, repair, and replace private sewer laterals when constructed in the public right of way; and

WHEREAS, Section 13.24.20 of the City's Municipal Code provides additional definitions of "building sewer" and "community sewer" but is silent on how these definitions correlate with private and public sewer ownership and maintenance obligations; and

WHEREAS, the City Council desires to clarify that a property owner has an obligation to perform and pay for any maintenance, repair, and replacement of sewer laterals from the private residence, business or parcel up to but excluding the connecting fitting at the sewer main; and

WHEREAS, the City Council wishes to further clarify that a property owner must obtain any encroachment permits necessary to perform any maintenance, repair, or replacement of private water and sewer laterals;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals: This Ordinance incorporates, and by this reference makes a part hereof, the aforementioned recitals;

SECTION 2. Amendment to Municipal Code Section 13.20.010. Section 13.20.010 of the City's Municipal Code is hereby amended to add the following definitions, which shall be added to Section 13.04.010 in alphabetical order:

"Private sewage disposal system" means a septic tank with the effluent discharging into a subsurface disposal field or such other facilities as may be permitted under Napa County Code Chapters 13.20 through 13.56.

"Private sewer" or "Lateral" means a sewer, whether constructed on public or private property, serves a single private parcel, residence and/or business and conveys sewage to a public sewer, on-site sewage disposal system, private sewage disposal system, or other privately owned point of disposal.

"Public sewage disposal system" means a public sewer system owned, controlled and/or maintained by the City which collects sewage from public or private sewers and conveys it to the St. Helena wastewater treatment plant.

"Public sewer" means a common sewer solely owned, and/or controlled by the City and is located in public right of way or is located within a public utilities easement to which the City is a party.

"Shared Private sewer" means a sewer, whether constructed on public or private property, serves multiple private parcels, residences and/or businesses, traverses more than one parcel prior to entering the public sewer or is located in an utilities easement to which the City is not a party.

SECTION 3 Amendment to Municipal Code Section 13.24.020. Section 13.24.020 of the City's Municipal Code is hereby amended to add the following definitions, which shall be added to Section 13.20.020 in alphabetical order:

"Building sewer" means a sewer conveying wastewater from a private parcel, residence and/or business to a public sewer.

"Community sewer" means the same as "public sewer".

"Public sewer" means a common sewer solely owned, and/or controlled by the City and is located in public right of way or is located within a public utilities easement to which the City is a party.

SECTION 4 New Municipal Code Section 13.20.075. Section 13.20.075 is hereby added to the City's Municipal Code as follows:

"8.20.075 Property Owner's Obligation to Maintain, Repair and Replace Private Sewer Laterals

- A. Each property owner shall, at the property owner's expense, inspect, maintain in good working order, repair and replace, as necessary, the private sewer lateral, including any portions that may lie within the public right of way, so that it does not cause or contribute to any sewer overflow from either the private sewer lateral or the public sewer service system. The private sewer lateral shall be free of displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow,

infiltration of extraneous water, fats, oils and grease, sediment deposits or any other similar conditions, defects or obstructions likely to cause or contribute to blockage of the sewer lateral or the public sewer service system.

- B. Private sewer laterals not part of public sewer service system. The private sewer laterals are the property of the property owner and are not part of the public sewer service system. Nothing in this chapter shall be interpreted as changing the private nature of the private sewer laterals or incorporating them into the public sewer service system.
- C. Each property owner is responsible for obtaining encroachment permits necessary to maintain, repair, or replace any portion of their private sewer lateral within the public right of way.
- D. Each property owner shall maintain, repair, and replace their private sewer lateral up to but excluding the connection fitting installed in the public sewer. Replacement of a private sewer constructed on public property shall comply with the standards set forth in the St. Helena standard sewer construction details and specifications.”

SECTION 5. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 7. Effective Date. This ordinance shall take effect and be in force thirty (30) days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, 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 Tzafoopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the _____ day of _____, 2024. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2024, by the following vote:

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

**PROPOSED REVISIONS TO SHMC CHAPTERS 13.20 – SEWER SERVICE SYSTEM AND 13.24 –
WASTEWATER DISCHARGE**

***NOTE:** Sewer lateral ownership and maintenance responsibility is distributed among multiple definitions in Chapters 13.20 and 13.24. Terminology is inconsistent across the current chapters. The proposed revisions clarify the definitions of private and public sewers. This is needed to lend context and consistency to the proposed new section 13.20.75 which will formally define the limits of sewer ownership and maintenance responsibility.*

Amend as follows SHMC Section 13.20.010 Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Car wash” means a business whose principal activity involves motor vehicle washing, including automatic and self-service washing.

“Garage and repair shop facilities” means any garage/repair facility that performs minor or major repairs on automobiles, recreational vehicles, motorcycles, and/or boats. These establishments may be combined with automotive dealers or gasoline service stations. Gasoline stations and gasoline stations combined with other activities, such as convenience stores, are considered general commercial unless there is on-site food preparation; then it is classified as mixed retail with food.

“General commercial and office” means all businesses, offices, and similar users not otherwise included in another user category.

“Grocery” means all businesses whose principal activity involves retail sale of groceries and which have on-site preparation of fresh fruits and vegetables; fresh and prepared meats, fish, and/or poultry; baked goods; and similar items.

“Hotel/motel with food” means a full service facility having rooms, restaurant(s), and/or a bar serving food attached to the same water meter. Also included in this category are bed and breakfasts serving food prepared on site, and any visitor-serving structure, which contains facilities for cooking and eating.

“Hotel/motel without food” means all living units of a transient nature, including hotel and motel rental room units, which do not contain any kitchen facilities, and bed and breakfast units that only serve continental breakfasts where baked goods and similar items are prepared off site. Excluded from this category are full service hotels.

“Laundromat/laundry” means all self-service clothes washing establishments or an establishment which is primarily engaged in supplying residences and/or businesses with laundered shirts, pants, household linens, and similar items on an over-the-counter basis. This does not include commercial or industrial laundries. Dry cleaners without on-site cleaning facilities are general commercial.

“Mixed retail with food” means all establishments where more than one retail business is attached to a water meter and the primary water use on that meter is from a business or businesses as defined in the restaurant category.

"Nonresidential properties" means, for the purposes of the wastewater service system and wastewater rates, all properties in which the primary purpose is not residential. Hotels and motels are considered nonresidential.

"Private sewage disposal system" means a septic tank with the effluent discharging into a subsurface disposal field or such other facilities as may be permitted under Napa County Code Chapters 13.20 through 13.56.

"Private sewer" or "Lateral" means a sewer, whether constructed on public or private property, serves a single private parcel, residence and/or business and conveys sewage to a public sewer, on-site sewage disposal system, private sewage disposal system, or other privately owned point of disposal.

"Public sewage disposal system" means a public sewer system owned, controlled and/or maintained by the City which collects sewage from public or private sewers and conveys it to the St. Helena wastewater treatment plant.

~~"Public sewer" means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.~~

"Public sewer" means a common sewer solely owned, and/or controlled by the City and is located in public right of way or is located within a public utilities easement to which the City is a party.

"Religious place/community center" means establishments of religious organizations operated for worship, religious training or study. Other establishments maintained by religious organizations, such as educational institutions, hospitals, social services, and secondhand stores are classified according to their primary activity.

"Residential" refers to all living or dwelling units (as defined by the Uniform Building Code) of a permanent, rather than a transient nature, including but not limited to single-family residences, apartments, mobile homes, manufactured homes, duplexes, townhouses, apartment buildings and condominiums. A dwelling unit shall be defined as any structure containing sleeping, eating, cooking, and sanitation facilities.

"Restaurant" means all establishments whose principal activity involves on-premises preparation of meals and food, including fast food restaurants, coffee shops, cafes, juice bars, delicatessens, and bakeries. Excluded from this category are establishments serving food prepared off site (general commercial category), bars without on-site food preparation (general commercial category), restaurants on the same water meter as a hotel/motel (hotel/motel with restaurant category), and restaurants that are on the same water meter as other general commercial users (mixed retail with food category).

"Sanitation facilities and sewage facilities" means all devices and structures for collecting, pumping, treating and disposing of sewage.

"School" means an educational facility in which instruction takes place, including public, private and religious schools and colleges.

"Sewage" means a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present.

"Sewer" means a pipe or conduit for carrying sewage. (Ord. 16-13 § 5 (Att. 6 (part))): Ord. 00-6 § 1: prior code § 12.1)

"Shared Private sewer" means a sewer, whether constructed on public or private property, serves multiple private parcels, residences and/or businesses, traverses more than one parcel prior to entering the public sewer or is located in an utilities easement to which the City is not a party.

Amend as follows SHMC Section 13.24.020 Definitions

Unless otherwise defined herein, terms shall be as adopted in the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation. Waste constituents and characteristics shall be measured by Standard Methods and unless expressly stated, or as established by federal or state regulatory agencies.

"Agency" means the city of St. Helena.

"Beneficial uses" means uses of the waters of the state that may be protected against quality degradation include, but are not necessarily limited to, domestic, municipal agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves, and other uses, both tangible or intangible as specified by federal or state law.

~~"Building sewer" means a sewer conveying wastewater from the premises of a user to a community sewer.~~

"Building sewer" means a sewer conveying wastewater from a private parcel, residence and/or business to a public sewer.

~~"Community sewer" means a sewer owned and operated by the agency or other public agency tributary to a treatment facility operated by the agency.~~

"Community sewer" means the same as "public sewer".

"Compatible pollutant" means biochemical oxygen demand, suspended solids, pH, and fecal coliform bacteria, plus additional pollutants identified in the Agency's National Pollutant Discharge Elimination System (NPDES) permit if the publicly owned treatment works was designed to treat such pollutants, and in fact does remove such pollutants to a substantial degree.

"Contamination" means an impairment of the quality of the waters of the state by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. "Contamination" shall include any equivalent effect resulting from the disposal of waste water, whether or not waters of the state are affected.

"Critical users" means a user who is required to obtain a permit, as defined in Section [13.24.050](#)(B).

“Federal Act” means the Federal Water Pollution Control Act, PL 92-500, and any amendments thereto; as well as any guidelines, limitations, and standards promulgated by the Environmental Protection Agency pursuant to the Act.

“Holding tank waste” means any waste from holding tanks such campers, trailers, septic tanks, and vacuum pump tank trucks.

“Incompatible pollutant” means any pollutant which is not a compatible pollutant as defined in this section. The pre-treatment standard for incompatible pollutants introduced into a publicly owned treatment works by a major contributing industry not subject to Section 307(c) of the Federal Act shall be for sources within the corresponding industrial or commercial category, that established by a promulgated effluent limitations guideline defining best practicable control technology currently available pursuant to Sections 301(b) and 304(b) of the Federal Act; provided, that if the publicly owned treatment works which receives the pollutants is committed in its NPDES permit, to remove a specified percentage of any incompatible pollutant, the pretreatment standard applicable to users of such treatment works shall be correspondingly reduced for that pollutant; and provided further that even when the effluent limitations guideline for each industry category is promulgated, a separate provision will be proposed concerning the application of such guideline to pretreatment.

“Manager” means the city engineer or designated representative.

“Mass emission rate” means the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the “mass emission rate” means pounds per day of a particular constituent or combination of constituents.

“Person” means any individual, partnership, firm, association, corporation, or public agency including the state of California and the United States of America, or any political subdivision thereof.

“Pollution” means an alteration of the quality of the waters of the state by waste to a degree which unreasonably affects such waters for beneficial use or facilities which serve such beneficial uses. Pollution may include contamination.

“Premises” means a parcel of real estate including any improvements thereon which is determined by the agency to be a single user for purposes of receiving, using, and paying for service.

[“Public sewer” means a common sewer solely owned, and/or controlled by the City and is located in public right of way or is located within a public utilities easement to which the City is a party.](#)

“Unpolluted water” means water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to the agency having jurisdiction thereof for disposal to storm or natural drainages or directly to surface waters.

“User” means any person that discharges, causes or permits the discharge of wastewater into a community sewer.

“User classification” means a classification of user based on the 1972 edition of the Standard Industrial Classification (SIC) Manual prepared by the Executive Office of Management and Budget.

“Waste” means includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation or of human or animal origin, or from any producing, manufacturing, or processing operation of whatever nature, including such waste placed within containers of whatever nature prior to, and for purposes of, disposal.

“Wastewater” means waste and water, whether treated or untreated, discharged into or permitted to enter a community sewer.

“Wastewater constituents and characteristics” means the individual chemical, physical, bacteriological and radiological parameters, including volume and flowrate and such other parameters that serve to define, classify or measure the contents quality, quantity and strength of wastewater.

“Waters of the state” means any water, surface or underground, including saline waters within the boundaries of the state. (Prior code § 12.9.02)

SHMC Section 13.20.075 Property Owner’s Obligation to Maintain, Repair and Replace Private Sewer Laterals

A. Each property owner shall, at the property owner's expense, inspect, maintain in good working order, repair and replace, as necessary, the private sewer lateral, including any portions that may lie within the public right of way, so that it does not cause or contribute to any sewer overflow from either

the private sewer lateral or the public sewer service system. The private sewer lateral shall be free of displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow, infiltration of extraneous water, fats, oils and grease, sediment deposits or any other similar conditions, defects or obstructions likely to cause or contribute to blockage of the sewer lateral or the public sewer service system.

B. Private sewer laterals not part of public sewer service system. The private sewer laterals are the property of the property owner and are not part of the public sewer service system. Nothing in this chapter shall be interpreted as changing the private nature of the private sewer laterals or incorporating them into the public sewer service system.

C. Each property owner is responsible for obtaining encroachment permits necessary to maintain, repair, or replace any portion of their private sewer lateral within the public right of way.

D. Each property owner shall maintain, repair, and replace their private sewer lateral up to but excluding the connection fitting installed in the public sewer. Replacement of a private sewer constructed on public property shall comply with the standards set forth in the St. Helena standard sewer construction details and specifications.



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	January 23, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Introduction and first reading of Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.
RECOMMENDED ACTION:	Introduce and waive the first reading of the proposed revisions to the ordinance; schedule second reading on 2/14/23.
PREVIOUS COUNCIL ACTION:	On November 22, 2022, the Council received a report by the Director of Public Works discussing limitations in the St. Helena Municipal Code as it pertains to the ownership and maintenance responsibilities of water laterals serving private properties. Council directed Public Works and the City Attorney to develop revisions to Title 13 and present to Council for introduction and first reading.
STATEMENT OF THE PURPOSE:	To introduce revisions to Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.
FINANCIAL IMPACT:	None.

BACKGROUND:

On November 22, 2022, the Council received a report by the Director of Public Works discussing limitations in the St. Helena Municipal Code as it pertains to the ownership and maintenance responsibilities of water laterals serving private properties. It was the consensus of the City Council to approve Option 2: the City to maintain the water main, water service lateral up to the water meter, water meter and meter box/vault. Council directed Public Works and the City Attorney to develop revisions to Title 13 and present to Council for introduction and first reading.

DISCUSSION:

The Public Works Department wishes to revise SHMC Title 13 to add new definitions of terms in support of a new section 13.04.075 which will define private and public water service. The proposed new section 13.04.75 would clearly define the physical limits of private water service ownership and maintenance responsibilities as it pertains to public right-of-way. The City Attorney reviewed the draft version of this ordinance revision, provided language and comments that have been incorporated herein.

What would the proposed revisions accomplish if adopted?

- Ownership of a water lateral serving private property will be clearly defined as "private" from the home or business up to the water meter.
- Maintenance, repair and eventual replacement of a private lateral will be the sole responsibility of the property owner regardless if the lateral traverses private or public land.
- The water meter, meter box/vault and the segment of the lateral from the meter to the water main would be clearly defined as "public" and maintenance of these facilities would be the responsibility of the City.

ENVIRONMENTAL REVIEW: Exempt from CEQA

DOCUMENTS ATTACHMENTS:

[PROPOSED.SHMC Title 13.Water Service System](#)

[ORDINANCE.St. Helena_ Ordinance re Property Owner's Obligation to Maintain Water Laterals-c1](#)

[EXISTING.SHMC Title 13.Water System.TrackChange](#)

SHMC CHAPTER 13.04 – WATER SERVICE SYSTEM

NOTE: The following new text will be added to SHMC Chapter 13.04 in the sections shown. All existing provisions of this Chapter will remain as currently adopted and have been omitted for clarity.

13.04.010 Definitions

“private water service” means the water service connection, pipe or “lateral” between a private residence, business or parcel up to but excluding the water meter.

“public water service” means the water service connection between the water meter and the public water service system including the water meter and the meter box or vault.

“public water service system” means the collective water distribution system including water mains, valves, fire hydrants, pumps, ancillary equipment and public water service(s) connected to the water distribution system.

13.04.075 Property Owner’s Obligation to Maintain, Repair and Replace Private Water Laterals

- A. Each property owner shall, at the property owner's expense, inspect, maintain in good working order, repair and replace, as necessary, the private water service, including any portions that may lie within the public right of way, so that it does not cause or contribute to any water overflow from either the private water lateral or the public water main. The private water lateral shall be free of displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow, infiltration of extraneous water, fats, oils and grease, sediment deposits or any other similar conditions, defects or obstructions likely to cause or contribute to blockage of the water lateral or the public water main.
- B. Private water laterals are not part of public water service system. The private water laterals are the property of the property owner and are not part of the public water service system. Nothing in this chapter shall be interpreted as changing the private nature of the private water laterals or incorporating them into the public water service system.
- C. Each property owner is responsible for obtaining encroachment permits necessary to maintain, repair, or replace any portion of their private water lateral within the public right of way.
- D. Each property owner shall maintain, repair, and replace their private water lateral according to the standards set forth in the City’s Municipal Code.”

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTION 13.04.010 AND ADDING SECTION 13.04.075 TO TITLE 13 OF THE ST. HELENA MUNICIPAL CODE REQUIRING PROPERTY OWNERS TO MAINTAIN, REPLACE, AND REPAIR PRIVATE WATER LATERALS

WHEREAS, Title 13 (Public Services) of the City of St. Helena's (City) Municipal Code contains regulations relating to water service systems; and

WHEREAS, Chapter 13.04 of Title 13 of the City's Municipal Code regulates the use of water, water rates, water service connections, and connecting private plumbing to public water mains; and

WHEREAS, Section 13.04.055(A) of the City's Municipal Code provides that a property owner is financially responsible for connecting the plumbing from their property to the public water main, but is silent regarding a property owner's obligation to maintain, repair, and replace private water laterals; and

WHEREAS, the City Council desires to clarify that a property owner has an obligation to perform and pay for any maintenance, repair, and replacement of water laterals from the private residence, business or parcel up to but excluding the water meter; and

WHEREAS, the City Council wishes to further clarify that a property owner must obtain any encroachment permits necessary to perform any maintenance, repair, or replacement of private water and sewer laterals;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals: This Ordinance incorporates, and by this reference makes a part hereof, the aforementioned recitals;

SECTION 2. Amendment to Municipal Code Section 13.04.010. Section 13.04.010 of the City's Municipal Code is hereby amended to add the following definitions, which shall be added to Section 13.04.010 in alphabetical order:

"Private water service' means the water service connection, pipe or "lateral" between a private residence, business or parcel up to but excluding the water meter."

"Public water service' means the water service connection between the water meter and the public water service system including the water meter and the meter box or vault."

“Public water service system’ means the collective water distribution system including water mains, valves, fire hydrants, pumps, ancillary equipment and public water service(s) connected to the water distribution system.”

SECTION 3. New Municipal Code Section 13.04.075. Section 13.04.075 is hereby added to the City’s Municipal Code as follows:

“8.04.075 Property Owner’s Obligation to Maintain, Repair and Replace Private Water Laterals

- A. Each property owner shall, at the property owner’s expense, inspect, maintain in good working order, repair and replace, as necessary, the private water service, including any portions that may lie within the public right of way, so that it does not cause or contribute to any water overflow from either the private water lateral or the public water main. The private water lateral shall be free of displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow, infiltration of extraneous water, fats, oils and grease, sediment deposits or any other similar conditions, defects or obstructions likely to cause or contribute to blockage of the water lateral or the public water main.
- B. Private water laterals are not part of public water service system. The private water laterals are the property of the property owner and are not part of the public water service system. Nothing in this chapter shall be interpreted as changing the private nature of the private water laterals or incorporating them into the public water service system.
- C. Each property owner is responsible for obtaining encroachment permits necessary to maintain, repair, or replace any portion of their private water services within the public right of way.
- D. Each property owner shall maintain, repair, and replace their private water services according to the standards set forth in the City’s Municipal Code.”

SECTION 4. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision,

paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 6. Effective Date. This ordinance shall take effect and be in force thirty (30) days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, 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 Tzafoopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the _____ day of _____, 2024. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2024, by the following vote:

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

13.04.010 Definitions.

For the purposes of this chapter and Chapters 13.08 (Cross-Connection Control Program) and 13.12 (Water Use Efficiency and New Development), the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Agricultural purpose” means the breeding, raising, pasturing, and grazing of livestock for the production of food and fiber and the planting, raising, harvesting and producing of viticultural crops, food crops, fiber crops, horticultural crops, and forestry crops.

“Customer” means the person responsible for paying each water service account on the water distribution system, both inside and outside city limits, of the water enterprise owned by the city of St. Helena.

“Department” means the municipal water department of the city.

“Director of public works” means the individual filling the position of director of public works/city engineer for the city, or his or her designee.

“New development” means any of the following construction projects that have not received a certificate of occupancy from the city or county building department prior to May 24, 2011, or that were issued a building permit and did not construct a foundation prior to May 24, 2011:

1. Any freestanding building that contains water-using fixtures;
2. Any floor area additions to existing nonresidential structures;
3. Any residential additions or remodeling that increases overall water usage at the water meter.

“New water connection” means a water connection for the benefit of any user or use of water, whether industrial, commercial, residential, institutional, who or which was not currently receiving water from the department at the time a water shortage phase was formally established. All new construction shall be deemed a new water connection, notwithstanding the fact that such new construction may have received all permits and consents required of it by any governmental agency, including the city, and notwithstanding the fact that the applicable fees for water connection may have been prepaid by the applicant.

“Nonresidential” means properties in which the primary use is not residential; hotels and motels are considered nonresidential.

“Premises” is a lot or parcel under one ownership, except that portions thereof having well-defined boundaries such as fences or hedges which prevent the common use of the property by all occupants shall be deemed separate premises.

“private water service” means the water service connection, pipe or “lateral” between a private residence, business or parcel up to but excluding the water meter.

“public water service” means the water service connection between the water meter and the public water service system including the water meter and the meter box or vault.

“public water service system” means the collective water distribution system including water mains, valves, fire hydrants, pumps, ancillary equipment and public water service(s) connected to the water distribution system.

“Residential” means all living or dwelling units (as defined by the Uniform Building Code) of a permanent, rather than a transient, nature, including but not limited to single-family residences, apartments, mobile homes, manufactured homes, duplexes, townhouses, apartment buildings and condominiums. A “dwelling unit” shall be defined as any structure containing sleeping, eating, cooking, and sanitation facilities.

“Safe annual yield” of the St. Helena water supply system is that quantity of water which can be reliably delivered on an annual basis through most rainfall years, including a dry year (rainfall at twenty-two (22) inches to twenty-five and nine-tenths (25.9) inches) without undue hardship on water customers through water shortage restrictions. It is recognized that the safe annual yield, as so defined, could place significant hardship on water customers in a critically dry year (rainfall at twenty-one and nine-tenths (21.9) inches or less) or in periods of two or more consecutive dry years. “Undue hardship” is defined to mean Phase II or Phase III restrictions at any time, as these phases are set forth in this amended code. The safe annual yield shall be determined pursuant to the analytical methodology used by the safe yield committee, as identified in its report dated March 17, 2011. The safe annual yield shall be redetermined any time there is a material change in the city’s water supply.

“Supply/usage balance” is the difference between the safe annual yield and total current usage.

“Total current usage” is average usage as determined by taking total metered potable water supply entering the water system’s distribution system over the last five fiscal years, divided by five. The city shall calculate the supply/usage balance as soon after the end of each fiscal year as is practicable, as well as at any time that there is a material change in potable water supply. The balance is positive when the safe annual yield exceeds total current usage. The balance is negative, or in deficit, when the safe annual yield is less than total current usage.

“Water advisory board” is the board as may be constituted in Section 13.04.230(C)(8). (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 12-1 § 2; Ord. 11-7 (part): prior code § 18.1)

13.04.020 Applicability—Shutting off water for violations.

The rules and regulations set forth in this chapter and Chapters 13.08 and 13.12 for the management, control and use of the municipal water department, and penalties for the violation thereof, and rates to be charged for water or services furnished to consumers, are prescribed and established and are applicable to all consumers, whether inside or outside the city limits, in the absence of express limitations hereinafter set forth.

Every person taking water shall be considered as having expressed his or her consent to be bound by the provisions of this chapter, and whenever any one of such rules and regulations is violated the city may shut off the water to the user with proper notice as set forth in Division 5, Article 1, Chapter 1 of the California Public Utilities Code and the water shall not be turned on again until all unpaid rents and charges are paid and other requirements of this chapter and Chapters 13.08 and 13.12 are met. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 02-5 § 18 (part): prior code § 18.2)

13.04.030 Application for water service—Deposit.

A. To Be Signed and in Writing. Every person desiring a water supply from the department shall make written application at the office of the department. Such application shall be signed by the applicant and accompanied by a copy of the California driver's license or identification card. The application shall contain the stipulations, terms and provisions applicable to all water accounts as defined by resolution or the code. A printed application form shall be provided by the department, when requested. Water service will be turned on by a city representative during normal working hours, defined as after eight a.m. and prior to three-thirty p.m., Monday through Friday excluding legal holidays. Water service turn-on shall not be made after three-thirty p.m. or prior to eight a.m., Monday through Friday, nor on Saturday, Sunday or legal holidays unless the customer agrees to pay the appropriate fee as set by resolution for such after-hours service.

B. Nonowner's Deposit. Whenever an application is made for the furnishing of water to premises and the applicant is not the owner in fee of such premises, a deposit shall be made with the department at the time such application is made in the amount prescribed by resolution of the city council. Such deposit shall be held by the department as a guarantee for the payment of all water consumed, and payment of all other charges owing from the applicant to the department. Whenever any applicant removes from such premises owing nothing for water by him or her used, or any other charges of the department, or whenever the applicant shall become the owner in fee of such premises, the deposit shall be returned to the applicant making the same. Otherwise, the deposit shall be returned to the applicant less all charges owing by the applicant to the department. (Ord. 19-9 § 1 (Exh. A (part)): Ord. 16-13 § 5 (Att. 6 (part)): Prior code § 18.3)

13.04.040 Water service connections—Costs.

A. Generally. When the premises to which water is to be furnished under the application made in writing has no connection already installed for use on the premises, the applicant shall pay all costs of the installation and service connection. The costs which shall be included as charges for making service installations shall be: all materials costs, including fittings, valves, pipes, meter, meter box and other costs incurred by reason of peculiarities of the installation.

B. Cost of Installation. The applicant shall be responsible for installation and cost of the water lateral both within the city right-of-way and on private property. All work within the city right-of-way shall require a city-issued encroachment permit, and the work shall be performed by an appropriately licensed contractor. Installation shall be performed in accordance with all applicable city standards including but not limited to trench backfill and pavement restoration.

C. Director of Public Works to Fix Charges. The director of public works is empowered to estimate and fix the charges to be made for all service connections, subject to the approval of the city council.

D. When Due and Payable. All such sums herein provided for to be paid by the applicant shall be due and actually paid before any of the work is commenced and in no event shall the work of installing any water service be commenced until all sums required to be paid have been actually paid by the applicant. None of such sums so paid, nor any portion thereof, shall be refundable to the applicant.

E. Schedule of Water Connection Charges. Every person making a connection to the city water system shall, immediately prior to making such connection, pay to the city a connection charge as established by city council resolution.

There shall also be one of the following water connection charges:

1. Standard Service Connection (Complete). Minimum charges for standard complete service connections are shown below. A “standard” complete connection is defined as one where the service pipe is tapped into a water main of eight-inch diameter or less, where open trench excavation can be used and where the distance from the main to the meter is not over forty (40) feet. The service connection is complete in that it includes service pipe, meter box, meter and necessary fittings. Extraordinary costs, as determined by the city engineer, shall be billed and paid by the applicant.

Minimum Connection Charge

Size of Meter

3/4 or 5/8 inch meter

\$1,000.00

1 inch meter

1,200.00

1 1/2 inch meter

1,625.00

2. Standard Service Connection (Partial). A “standard” partial connection applies to those cases where a copper service pipe has been stubbed in during the development of the subdivision and only the setting of the meter box and meter remains to be done by the water department.

Minimum Connection Charge

Size of Meter

3/4 or 5/8 inch meter

\$150.00

1 inch meter

275.00

1 1/2 inch meter

550.00

(Ord. 16-13 § 5 (Att. 6 (part))): Prior code § 18.4)

13.04.050 Water service connections—Installation generally.

A. When Connection May Be Made. The applicant having complied with the requirements of this chapter and Chapters 13.08 and 13.12 relating to the application for service, and having paid all charges incurred, the property described in the application shall be connected with the water mains and water furnished to the applicant.

B. Extension of Mains. No service shall be installed by the department on any private property, or extended beyond the curb of the street in which the department's mains are installed, except where the city owns or controls water pipeline rights-of-way over private property and has water mains installed therein. The applicant for water service shall, at his or her own expense, extend service lines to the nearest open and accepted public street or place where service will be installed by the department, subject to all other terms and provisions set forth in this chapter and Chapters 13.08 and 13.12, except that the department may, at its option, allow water service connections to its water mains installed in the rights-of-way above described; provided, that the applicant at his or her own expense extends service lines to the water mains.

C. Multiple Connections Prohibited Generally. No one service connection shall supply water to more than one premises.

D. Exceptions to Multiple Connection Requirements. 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. After any such installation of water service for more than one premises through one service connection, the city council may, if it determines that by reason of changed circumstances, it has become practicable to install one service connection for each of the premises, then the city council may elect to install a separate service connection and meter for each of such premises at the cost and expense of the owner of the premises, to be paid for by the owner of the premises.

E. Service to More Than One Consumer Through One Connection and Meter. Where there is more than one consumer supplied through one service connection and one meter, the department shall hold the applicant or other person agreed upon responsible for payment of all water furnished through the one service connection or one meter; provided, that where practicable to serve each consumer through a separate service connection, the city council may at its election install a separate service connection and meter for each such consumer at the cost and expense of the property owner or consumer, to be paid for by the property owner or consumer, and thereafter collected at the established meter rates for water supplied through each meter.

F. Extension Along Frontage of Premises Served. In no event shall a water service connection be installed unless a water main of adequate capacity and delivery pressure extends in a public street or public right-of-way across the entire frontage of the premises to be served; provided, however, that if, under particular circumstances, it is determined by the city council that no public purpose would be served to require the water main to extend across the entire frontage, such as, without limitation, those

cases involving dead-end streets or cul-de-sacs, the council may determine a lesser distance to which it is necessary to extend the water main across the frontage to serve the public purpose.

G. Prohibitions. No service connection shall be given or made from which any consumer service line shall run lengthwise on any public street, nor shall any service connection be given or made from which two or more consumer service lines shall run lengthwise on any private road.

H. Service Outside City Limits. No water service connection or water main extension shall be made or given to premises located outside the city limits except (1) to provide private fire service in accordance with Section 13.04.200 and (2) to provide reclaimed water in accordance with city policies and procedures. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 03-5 § 1; prior code § 18.5)

13.04.055 Conditions when connection to public water main required.

A. The owner of any structure located within the city in which plumbing is to be installed shall, at the owner's sole expense, connect the plumbing of such structure directly to the proper public water main in accordance with the provisions of this chapter. The provisions of this section shall not apply to wells installed pursuant to Chapter 13.16.

B. If the closest water main is located more than one thousand (1,000) feet from the property line of a residential lot, the property owner of the residential lot may request an exception to this requirement for existing lots of record.

C. The following procedures shall be followed for the consideration of applications for exceptions to the requirements of this section:

1. Applications for exceptions shall be filed by the property owner with the public works department on forms provided by the public works department. The application shall be accompanied by materials and information outlined on the application requirements list available in the public works department.
2. The application shall be considered by the city council prior to the determination of completeness (pursuant to Section 65943 of the Government Code) of a development application for the property.
3. Applications for exceptions shall be considered during a public hearing.

D. The following criteria shall be considered by the city council in the evaluation of applications for exceptions to the requirements of this section:

1. The proximity of existing public water mains to the subject lot;
2. The ability to provide public water to the site at pressures adequate for domestic and emergency purposes by unmechanically augmented municipal systems;
3. The likelihood of adjoining lot(s) to develop, and the need for the extension of public water facilities to accommodate such development;
4. The potential environmental effects resulting from the installation of public facilities given the physical conditions and improvements present at the site including, but not limited to: slope, soil

conditions, tree cover, existing features and structures, etc., which might present constraints to the extension of the public water facilities;

5. The physical conditions and improvements present at the site including, but not limited to: slope, soil conditions, tree cover, existing features and structures, etc. which might present significant ongoing costs for maintenance of the public facilities;

6. The ability to provide public water service to the frontage of adjoining lots(s);

7. The adequacy of the proposed private system to provide adequate water flow rates, pressure, and facilities to address domestic and emergency needs as determined by the director of public works and the fire chief;

8. The adequacy of the proposed private system to satisfy the requirements of the Napa County department of environmental management.

E. The city council may impose conditions or requirements upon the granting of an application for an exception to the requirements of this section. Said conditions or requirements may include, but shall not be limited to, the following:

1. The property owner requesting the exception shall design and install the public water main across the frontage of the subject property including the extension, if any, of the public facilities from their existing closest point. Appropriate dedication of right-of-way shall be made to accommodate said installation. Said design, installation and dedication shall occur prior to the occupancy of the new development and shall not be subject to reimbursement or other credit by the city of St. Helena. An agreement for reimbursement from private development may be executed.

2. A homeowners' association (HOA) or other entity or binding agreement, acceptable to the city attorney, shall be created and maintained in perpetuity to ensure the long-term maintenance of the common and/or private facilities (wells, water lines, pressure tanks, holding tanks, backflow prevention devices, etc.). The HOA shall maintain a sufficient fund reserve as determined by the director of public works at all times to ensure that maintenance of the private facilities will occur as necessary. Duties and obligations of the HOA shall be stipulated in covenants, codes and restrictions (CC&Rs) which shall govern the private property. The city of St. Helena shall be a party to the CC&Rs, but shall not be responsible for the enforcement of the document.

3. The property owner requesting the exception shall record a notice which shall run with the deed on the property, and all subsequent parcels resulting from a subdivision of the property, advising subsequent property owners of the lack of public facilities and of the potential for failure of the private system(s). The deed notice shall further advise successor property owners that the city of St. Helena has no obligation to provide public facilities to the property even in the event of the failure of the private system(s).

4. The property owner requesting the exception shall execute and record a hold harmless agreement with the deed of the property, and all subsequent parcels resulting from a subdivision of the property. Said agreement shall relieve the city of St. Helena of any and all liability which might arise from the use and/or failure of the private system(s). Said hold harmless agreement shall be in a form acceptable to

the city attorney and shall be recorded prior to occupancy of any new development on the subject lot. (Ord. 16-13 § 5 (Att. 6 (part))): Ord. 12-1 § 3)

13.04.060 Meters generally.

A. Location, Size, Etc. A water service meter shall be installed by the department for each service connection. Water service meters shall be installed only in public streets or places. It shall be unlawful for any consumer to obstruct access to water service meters. On every meter installation the size and exact location of the meter shall be determined by the director of public works or designee.

B. To Remain City Property—Maintenance. All water meters installed by the department shall remain at all times the property of the city and shall be maintained, repaired and renewed by the department. The department will be responsible for the cost to replace and/or repair meters that are rendered unserviceable through ordinary wear and tear and damage by the elements. The property owner shall be responsible for the cost to replace and/or repair meters that are rendered unserviceable as a result of the negligence of the owner, occupant, agent, contractor or other person working on behalf of the owner or occupant. The department shall have sole discretion in determining if a meter requires repair or replacement; and sole discretion in determining if the cause for repair or replacement is ordinary wear and tear or the result of negligence.

C. Tests. Upon the deposit of the sum as established by council resolution with the finance department by any consumer, the director of public works or designee shall test the meter at the premises of the consumer. The consumer shall be notified by the director of public works at least twenty-four (24) hours in advance and may be represented at such test. (Ord. 16-13 § 5 (Att. 6 (part))): Prior code § 18.6)

13.04.070 Water main extensions.

A. Application. The provisions of this section shall apply to water main extensions, both within and without the boundaries of the city, except that they shall not apply to any water main extensions within the boundaries of any subdivision.

B. Duties of Applicants—Materials—Payments. Applicants for water main extensions to service premises where such extensions are necessary, which necessity shall be at the sole and absolute discretion of the city council, shall be required: (1) to pay to the department the estimated reasonable cost of the necessary facilities before construction is commenced; and (2) to transfer and convey to the city all water mains, pipes and necessary easements therefor. The size, type and quality of the materials and the location of lines shall be specified by the city council in its sole and absolute discretion. All such sums herein provided for to be paid by the applicant for water main extensions shall be due and actually paid before any of the work is commenced and in no event shall the work of installing any water service be commenced until all sums required to be paid have been actually paid by the applicant. Any excess of the amount so paid in by the applicant over the actual cost shall be refunded to the applicant, and in the event the actual costs thereof exceed the amount actually paid by the applicant, the water service shall not be turned on until the differential is paid to the department.

C. Additional Connections. Additional water service connections to any such extended water mains shall be permitted only at the sole and absolute discretion of the department.

D. Size. All water main extensions shall be of size and shall be connected to the city water system at a point where there is an adequate water supply under proper pressure as determined by the city council.

E. Special Extension Prorate Charge—Determination, Etc. In addition to the usual costs of a water service connection as provided in Section 13.04.040, a special extension prorate charge shall be required and collected from applicants for water service in those instances where the present or past owners of the premises to be served have not participated in the cost of installing the main fronting their premises and which main was installed within a period of twenty (20) years prior to the date of granting the application for the water service connection but after the effective date of this section, September 12, 1961. The charge shall be determined by multiplying the footage of the premises lying along and which may be served directly from the main extension by one-half of the lineal per-foot cost of the main extension, but not to exceed the costs of a six-inch main if installed by the department. The charge shall not be applied more than once to any premises. The charge shall be estimated and fixed by the director of public works, subject to the approval of the council, and shall be payable prior to the installation of water service. Except in unusual circumstances, as determined by the city council, premises already served by the department at the date of installation of the main extension will be exempt from the payment of the special extension prorate charge.

F. Special Extension Prorate Charge—When Effective. The special extension prorate charge shall be in effect for a period of twenty (20) years from:

1. The date of execution of the main-extension agreement, if the main extension is financed by property owners; or
2. The date of official completion of the main extension, if financed by the city.

G. Special Extension Prorate Charge—Rights of Applicant Financing Main Extension. The applicant who has financed the main extension shall be entitled to the special extension prorate charges collected by the department as a part of the service connection costs. The amounts collected shall be refunded to the applicant in accordance with the terms of the main-extension agreement between the city and the applicant. The refunds shall be made within ninety (90) days following the date of collection thereof by the city. No refunds of the extension prorate charges shall be made after twenty (20) years from the date of execution of the main-extension agreement.

H. Subdivision Off-Tract Facilities. If the city council determines that there is not a sufficient off-tract water main from a point where there is an adequate water supply under proper pressure to a point of connecting to in-tract subdivision water mains, the city shall have no obligation to make a connection or extension unless and until the applicant shall finance and make a special agreement with the city for the construction and installation of required off-tract water mains. It is found and determined that at the time no uniform rule can be laid down with respect to the sharing of the cost of such off-tract water main, but that each case must be evaluated on its own merits. Such special agreement need not provide for refunds according to subsection G of this section but may provide for refund or reimbursement to the applicant in such manner as the council determines to be in the best interests of the city. If such an off-tract water main shall be constructed, it shall be a limited purpose through line not designed or intended to serve the properties through which it passes and the city shall not be deemed to have “assumed to serve” any such area through which it passes unless and until the city council shall expressly so declare by later motion or resolution. (Ord. 16-13 § 5 (Att. 6 (part))); Prior code § 18.7)

13.04.075 Property Owner’s Obligation to Maintain, Repair and Replace Private Water Laterals

- A. Each property owner shall, at the property owner's expense, inspect, maintain in good working order, repair and replace, as necessary, the private water service, including any portions that may lie within the public right of way, so that it does not cause or contribute to any water overflow from either the private water lateral or the public water main. The private water lateral shall be free of displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow, infiltration of extraneous water, fats, oils and grease, sediment deposits or any other similar conditions, defects or obstructions likely to cause or contribute to blockage of the water lateral or the public water main.
- B. Private water laterals are not part of public water service system. The private water laterals are the property of the property owner and are not part of the public water service system. Nothing in this chapter shall be interpreted as changing the private nature of the private water laterals or incorporating them into the public water service system.
- C. Each property owner is responsible for obtaining encroachment permits necessary to maintain, repair, or replace any portion of their private water lateral within the public right of way.
- D. Each property owner shall maintain, repair, and replace their private water lateral according to the standards set forth in the City's Municipal Code."

13.04.080 Water rates.

A. Charges Imposed. No water and no services of facilities of the water system shall be furnished to any consumer or to any person free of charge or in amounts less than those established by resolution of the city council. The city shall pay for all water furnished or made available by the water system for municipal purpose of the city. Customers shall pay for water service on a regular basis as determined by the city. In the event a customer is undercharged for water service, the city shall backbill the customer to recover the amounts due to the city.

B. Nontreated (Raw) Water from Lower Reservoir. City in its discretion may provide nontreated (raw) water from its lower reservoir to be used for grading, dust control, street, pipeline, or similar construction activities, as well as for irrigation. Nontreated (raw) water shall only be used within the St. Helena city limits, except for users of nontreated (raw) water pursuant to agreements with the city entered into prior to November 2016. A permit fee as established by council resolution is required for all persons utilizing nontreated (raw) water, unless otherwise stated under a separate water agreement. All persons utilizing nontreated water through the permit process are also required to pay the use fee as identified by council resolution. (Ord. 19-9 § 1 (Exh. A (part)): Ord. 16-13 § 5 (Att. 6 (part)): Ord. 11-4 § 2: Ord. 08-1 § 1; Ord. 05-5 § 1; Ord. 04-9 § 1; Ord. 04-1 § 1; Ord. 01-1 § 1: prior code § 18.8)

13.04.090 Right of city to contract for water.

Under special circumstances, the city council reserves the right and power to contract separately with any person for the sale and delivery of water within or outside the corporate limits of the city at wholesale rates to be fixed and agreed upon by resolution of the council. (Ord. 16-13 § 5 (Att. 6 (part)): Prior code § 18.9)

13.04.100 Rules and regulations generally.

A. Right of Access. Duly authorized representatives of the department shall have the right of access at all reasonable hours to any premises where water from the department's water system is used for the purpose of inspection and examination.

B. Persons Authorized to Make Connections. No person other than the duly authorized representatives of the department shall connect the consumer's service to or disconnect the same from the water mains of the department.

C. Shutoff Valves. Every water consumer shall install and maintain at his or her own expense a shutoff valve inside the property line at a location accessible in event of emergency.

D. Permission to Supply Additional Premises. No person whose premises are supplied with water shall furnish water to other premises, unless he or she shall first make application in writing to the department and secure approval in writing.

E. Agricultural Use. Water purchased from the department pursuant to the provisions of this chapter and Chapters 13.08 and 13.12 may not be used for any agricultural purpose except in one of the following conditions:

1. The products or results of such agricultural purpose are consumed or enjoyed solely by or on the premises of the water customer;
2. The water used for an agricultural purpose is recycled from some nonagricultural use by the water customer;
3. The city council has expressly granted permission to the water customer to use water for the agricultural purpose;
4. Water serving the premises has been used for an agricultural purpose during the six months preceding August 9, 1994, in which case only that particular agricultural use may continue and may not be expanded; or
5. Parcels are less than one-half acre in size.

F. Bills for Charges. All bills for water charges will be rendered by the city bi-monthly. All bills shall become due and payable upon presentation and shall be paid at the office of the finance department.

G. Supplemental Rules. The city council may, by resolution, provide such supplementary rules and regulations as it deems necessary or advisable to accomplish the interest and purposes of this chapter and Chapters 13.08 and 13.12.

H. Previous Agreements. None of the provisions of this chapter and Chapters 13.08 and 13.12 shall apply to or in any manner affect any agreement for furnishing water, for extension of water mains or installation or maintenance of water service made before June 10, 1952, and to which the city is a party, but as to such agreements, the provisions and requirements of ordinances and resolutions in force at date of such agreement shall apply and any and all such agreements so made are ratified and confirmed. (Ord. 19-9 § 1 (Exh. A (part))): Ord. 16-13 § 5 (Att. 6 (part))): Amended by city 4/17/13; Ord. 02-5 § 18 (part): prior code § 18.10)

13.04.110 Responsibility for payment of charges.

All water charges shall be billed to the person making application for water service per Section 13.04.030, unless requested by the owner to be billed differently. Where allowed by law, all water

charges shall be the responsibility of the owner of the premises upon which the charges fixed are levied and assessed or his or her successor in interest. (Ord. 16-13 § 5 (Att. 6 (part))): Prior code § 18.11)

13.04.120 Notices.

A. Notices from the city to any consumer will be given in writing, either delivered to the consumer or mailed or emailed to his or her last known address or contact, except that where conditions warrant or in any emergency the city may give verbal notice by telephone or in person.

B. Notices from a consumer to the city may be given by the consumer or his or her authorized representative verbally or in writing at the office of the finance department, to the city clerk, or to the director of public works' office. (Ord. 16-13 § 5 (Att. 6 (part))): Prior code § 18.12)

13.04.130 Enforcement—Discontinuance of service upon delinquency.

A. Discontinuance of Service to Abate Dangerous Conditions, Waste, Etc. The city may refuse to furnish water and may discontinue service to any premises where apparatus, appliances or equipment using water is found by the director of public works or designee to be dangerous or unsafe or where the use of water on such premises is found by the director of public works or designee to be detrimental or injurious to the water service furnished by the city to other consumers, or where the director of public works or designee finds that negligent or wasteful use of water exists on any premises which affects the city's water service. The city shall have the right to refuse or discontinue water service to any premises if necessary, to protect itself against fraud or abuse.

B. Enforcement by Director of Public Works. The director of public works is charged with the enforcement of all the provisions of this chapter and Chapters 13.08 and 13.12.

C. Discontinuance for Certain Violations. In the event of violation, other than nonpayment of water service charges, of any terms of this chapter and Chapters 13.08 and 13.12, the director of public works may disconnect any premises from the water system after first notifying in writing the person causing, allowing or committing such violation, specifying the violation and, if applicable, the time after which, upon the failure of such person to prevent or rectify the violation, the director of public works will exercise his or her authority to disconnect the premises from the water system; provided, that such time shall not be less than five days after the deposit of such notice in the United States Post Office at St. Helena, Napa County, California, addressed to the person to whom notice is given; provided, however, that in the event such violation results in a public hazard or menace, then the director of public works may enter upon the premises without notice and do such things and expend such sums as may be necessary to abate such hazard, and the reasonable value of the things done and the amounts expended in so doing shall be a charge upon the person so in violation.

D. Failure to Pay Bill. Bills are due and payable upon presentation and delinquent after thirty (30) days. Upon failure of any consumer billed or the owner of any premises to pay any water service charge prior to the delinquency, the following action or actions shall be taken by the city to enforce such payment after such bill becomes delinquent:

1. Impose a penalty for delinquency of ten percent (10%) of the amount then delinquent;
2. Assess interest in the amount of one percent per month or fraction thereof on the amount delinquent from the date on which the bill remittance first became delinquent until paid;

3. If a payment by a customer has been delinquent for at least sixty (60) days, the city may disconnect the premises from the water system for nonpayment of water bills following proper notice. Water shutoff shall occur consistent with the disconnection of water service for nonpayment policy adopted by a resolution of the city council;

4. Cause an action at law to be brought on behalf of the city against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court;

5. Any person wishing to appeal penalties and interest imposed in this section shall adhere to provisions in accordance with Section 13.04.180, Appeals.

E. Disconnection of Water Service for Nonpayment Policy. The city council may adopt, by resolution, a disconnection of water service for nonpayment policy. Such policy may include, but may not be limited to, provisions concerning additional billing procedures, disconnection of service, notification procedures, restoration of service, procedures to contest or appeal a water bill, extensions or other alternative payment arrangements, protections available to qualified low-income customers, procedures for becoming a customer of the city under specified circumstances, and related matters. To the extent a policy adopted pursuant to this section conflicts with any provisions of this chapter, this chapter shall control.

F. Hardship Agreements. City finance department may in its discretion offer hardship agreements which create payment plans for delinquent bills. All requests for hardship agreements and payment plans must be submitted in writing. Hardship agreements are approved at the discretion of the finance director based on amount owed and payment history.

G. Reconnection Fee. Whenever any premises have been disconnected from the water system for any violation of this chapter or Chapters 13.08 and 13.12, such premises shall not be reconnected to the water system until all delinquent fees, charges, penalties and interest have been paid, together with a reconnection charge as may be set by resolution of the city council.

For customers who demonstrate they are financially unable to pay as provided in the disconnection of water service for nonpayment policy, the reconnection fee shall not exceed fifty dollars (\$50.00) during normal operating hours or one hundred fifty dollars (\$150.00) during nonoperational hours, which amounts shall be subject to inflation as described in the policy.

H. Lien for Delinquencies. In addition and as an alternative to any other remedy for enforcement and collection, all delinquent water service charges, including late charges and interest for nonresidential properties, shall become a lien upon the nonresidential real property upon which water is furnished prior to all other liens, encumbrances or exemptions, other than state and county taxes, and shall have the force and effect of a tax lien. The lien shall continue until it is paid together with the penalties and interest set forth in this section. The lien shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All acts applicable to levy, collection and enforcement of municipal taxes apply to this lien. (Ord. 20-4 § 1 (part); Ord. 16-13 § 5 (Att. 6 (part))); Ord. 02-5 § 18 (part); prior code § 18.13)

13.04.140 When water charges become effective—Discontinuance of service at consumer's request.

A. Water charges shall become effective against all premises immediately upon connection to the water system.

B. Any consumer may have his or her water service discontinued by giving notice requesting discontinuance at least two business days prior to the requested date of discontinuance. Each such consumer shall pay all water charges up to and including the date of discontinuance stated in such notice. In any case where such notice is not given, the consumer shall be required to pay for water service until two business days after the city has knowledge that the consumer has vacated the premises or otherwise discontinued water service. The city shall set a charge per council resolution for restoring water service to any consumer whose water service has been discontinued at his or her request. Water service will be turned off by a city representative during normal working hours, defined as after eight a.m. and prior to three-thirty p.m., Monday through Friday excluding legal holidays. Water service turn-off shall not be made after three-thirty p.m. or prior to eight a.m., Monday through Friday, nor on Saturday, Sunday or legal holidays unless the customer agrees to pay the appropriate fee as set by resolution for such after-hours service.

C. If the discontinuance of a water service under subsection B of this section continues more than thirty (30) days, the consumer may request that the water service be placed on a standby basis. While on a standby basis, the water service rates established by council resolution will apply. In order to reestablish water service, the customer will be responsible for the fee associated with restoring water service and must pay any delinquent charges for which the customer is legally liable before service will be reconnected. (Ord. 20-4 § 1 (part); Ord. 16-13 § 5 (Att. 6 (part))); Prior code § 18.14)

13.04.150 Service interruptions.

A. Temporary Suspension of Service. The city will exercise reasonable diligence to provide continuous and adequate water service to consumers and to avoid any shortage or interruption of delivery of water, but cannot guarantee complete freedom from interruption. The city shall have the right to suspend water service temporarily to make necessary repairs or improvements to the water system. In each case of temporary suspension of service, the city will notify the consumers affected as soon as circumstances permit and will prosecute the work of repair or improvement with due diligence and with the least possible inconvenience to consumers.

B. Apportionment Among Consumers. During any period of threatened or actual water shortage the city shall have the right to apportion its available water supply among consumers in such manner as appears most suitable under the circumstances then prevailing and with due regard to public health and safety.

C. City's Responsibility. The city shall not be liable for interruption, shortage or insufficiency of water supply or water pressure or any loss or damage occasioned thereby. (Ord. 20-4 § 1 (part); Ord. 16-13 § 5 (Att. 6 (part))); Prior code § 18.15)

13.04.160 Duties of director of public works and director of finance.

It shall be the duty of the director of public works to supervise all connections to the water system, to fix all connection charges and to enforce all provisions of this chapter. It shall be the duty of the director of finance to collect all water bills and charges and all connection and other fees herein provided for, and to deposit the same with the appropriate account. The director of finance shall keep an accurate accounting and records showing the source, amount and disposition of all monies received by them hereunder. The city will carry fidelity insurance with respect to all city officers and employees who

respectively receive, collect or have in their care or custody any moneys referred to in this section, such insurance to be in an amount at least equal in the aggregate to the maximum amount of such moneys at any one time in the care or custody of all such officers or employees. (Ord. 20-4 § 1 (part): Ord. 16-13 § 5 (Att. 6 (part)): Prior code § 18.16)

13.04.170 Disposition of moneys—Funds.

All moneys received by the city under this chapter, excepting only all connection charges and portions of water bills refundable to consumers in respect of water main extensions pursuant to Section 13.04.070, shall be deposited by the director of finance in a timely manner upon receipt and for the purposes provided and with the fiscal agent designated and/or adopted as best practices.

All connection charges collected by the city under this chapter and Chapters 13.08 and 13.12 shall be deposited in a separate account entitled “water connection fund,” which is created and shall be applied in the manner and for the purposes provided for in this chapter and Chapters 13.08 and 13.12.

All portions of water bills refundable to consumers in respect of water main extensions pursuant to Section 13.04.070 shall be deposited in a separate account entitled “water main extension refund fund,” which is created and shall be applied in the manner and for the purposes provided for in Section 13.04.070. (Ord. 19-9 § 1 (Exh. A (part)): Ord. 16-13 § 5 (Att. 6 (part)): Prior code § 18.17)

13.04.180 Appeals.

A. Procedure Generally. Any person who shall have a right to appeal as provided in any section of this chapter or Chapters 13.08 and 13.12 or who shall be dissatisfied with any determination hereafter made by the director of public works or director of finance may, at any time within thirty (30) days after such determination, appeal to the city council by giving written notice to the director of public works and to the city clerk, setting forth the determination with which such person is dissatisfied. The city council may, at any time, upon its own motion, appeal from any determination made by the director of public works hereunder. In the event of any such appeal, the director of public works shall transmit to the city council a report upon the matter appealed. The city council shall cause notice to be given, at least ten (10) days prior to the time fixed for such hearing to all persons affected by such appeal, of the time and place fixed by the city council for hearing such appeal. The city council shall direct the city clerk to mail a written notice, postage prepaid, to all such persons whose addresses are known to the city council.

B. Refunds. Pending decisions upon any appeal relative to the amount of any charge under this chapter or Chapters 13.08 and 13.12, the person making such appeal shall pay such charge. After the appeal is heard, the city council shall order refunded to the person making such appeal such amount, if any, as the city council shall determine should be refunded. (Ord. 16-13 § 5 (Att. 6 (part)): Prior code § 18.18)

13.04.190 Pollution of city reservoirs—Wading, swimming and cutting wood.

No person shall wade or bathe in or otherwise pollute the waters of the reservoirs supplying drinking water to the inhabitants of the city or the watercourses supplying such reservoirs. No person shall cut wood or shrubbery on the property on which such reservoirs are situated and which property is now or hereafter owned and used by the city for the purpose of its municipal water supply. No person shall fish in the reservoirs or picnic on such property without a permit to do so, issued and conditioned as prescribed by the city manager or his or her designee. (Ord. 16-13 § 5 (Att. 6 (part)): Prior code § 18.19)

13.04.200 Private fire service—Requirements—Rates.

The department may install a private fire service; provided, that the applicant complies with the general requirements governing water services set forth in this chapter or Chapters 13.08 and 13.12, together with the following special requirements:

- A. The applicant shall enter into a private fire service agreement with the department, the terms of which shall be satisfactory to the department.
- B. The services shall be satisfactory to the head of the public agency responsible for fire protection on the premises involved and to the Pacific Fire Rating Bureau. Each private fire service shall have installed therein a detector check valve of pattern and design approved by the director of public works. A “detector check valve” is defined as a spring-loaded or weight-loaded swing check valve equipped with a metered bypass.
- C. The private fire service shall be used only for fighting fires and testing the fire protection system. The charge for the service shall be set by council resolution. The charge shall include the cost of water used to fight fires and for authorized testing of the fire protection system. Any other use of water from the private fire service shall constitute a breach of the private fire service agreement. (Ord. 16-13 § 5 (Att. 6 (part))): Prior code § 18.21)

13.04.210 Public fire hydrants—Operation and maintenance—Rates.

The department shall install, relocate or remove a public fire hydrant when the following requirements are met:

- A. A written request has been submitted to the department by the public agency responsible for fire protection setting forth the location and type of hydrant.
- B. The estimated charges for the installation, relocation or removal as determined by the director of public works have been paid by such public agency or by a duly authorized private person.
- C. Public fire hydrants shall belong to the city and be maintained by the water department. Public fire hydrants shall be operated only by authorized firefighting personnel, department personnel and such other persons as are granted specific permission to do so by the director of public works. Public fire hydrants shall be used only for fire suppression, testing of the fire protection system, fire drills and flushing and cleaning of mains, except where specific permission to use the hydrants for other purposes has been granted by the director of public works. (Ord. 16-13 § 5 (Att. 6 (part))): Prior code § 18.22)

13.04.215 City council authority and discretion to verify compliance.

- A. The city council shall have the authority and discretion to take those actions it deems necessary and appropriate to determine the amount of water used by the city’s water users, and to verify and ensure compliance with agreements for the provision by the city of water, including without limitation the authority, consistent with requirements of state and federal law, to designate a city council subcommittee to review customer water use data and documents. Council subcommittee members shall report their findings to the full city council, and, except as set forth in subsection B of this section, shall maintain the confidentiality of the water customers’ usage data and information.
- B. Notwithstanding any other provision in this code, upon the referral from the subcommittee that there has been a violation of or noncompliance with an agreement for the provision of water by the city, or a city water usage policy, the city council may determine that a water customer has used services in a

manner inconsistent with applicable local usage policies, and on that basis order disclosure of any water customer's water usage data and information. (Ord. 19-3 § 3 (Exh. A (part)): Ord. 19-1 § 3 (Exh. A (part)), 2019)

Article 2

Water Shortage Emergencies, Drought and Water Conservation

13.04.220 Procedure for establishing water emergency phases.

At any time that the city council finds and determines that a water shortage emergency condition exists within the criteria of Sections 13.04.230 through 13.04.250, and that it is necessary to limit usage by the customers of the municipal water department, the city council shall adopt a resolution setting forth the applicable phase. As soon as is practicable after adoption of such resolution, the city clerk shall cause to be published at least once, in a newspaper of general circulation published and circulated in the city, a notice declaring the establishment of such regulatory phase. Such notice shall set forth the limitations of water use applicable to the particular phase being established and shall further declare that violations of such limitations are punishable in accordance with the provisions of Sections 13.04.230 and 13.04.310. The establishment of a particular phase shall be completed and effective as described in the resolution adopting the water shortage phase.

Whenever the cumulative rainfall for the current water year (beginning November 1st) is less than the median amount for the same time period, the director of public works or designee shall report at least monthly to the city council and recommend whether the city should enter into a water shortage phase, and if so, which phase is recommended.

At any time the state of California may require the city to conform with emergency drought regulations. Notwithstanding any other provisions of this article, the city council may, at the recommendation of the director of public works, activate a water shortage phase as a means of compliance with emergency drought regulations adopted by the state. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.23)

13.04.221 Water conservation.

St. Helena has limited water resources and has adopted both required and encouraged conservation measures. All customers shall comply with all mandatory water use efficiency requirements within this chapter for water conservation. Any customer who fails to comply with the mandatory water conservation measures shall immediately stop the water waste by installing the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions as directed by the city to bring about full compliance.

A. All persons are encouraged to use the following water use efficiency guidelines to minimize water waste:

1. Establish procedures in the home and business to recycle water;
2. Install water-saving devices in existing facilities including low flow showerheads, faucet aerators, ULF (ultra low flush) toilets, and WaterSense certified (or successor certification) appliances;
3. Refrain from additional irrigation and unnecessary use of water, such as car washing, when the temperature exceeds ninety (90) degrees Fahrenheit;

4. Limit the expansion or installation of new water-using appliances, plumbing or improvements, such as lawns, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal units. In the event that a new water-using appliance is necessary, installation of water efficient devices are encouraged;
5. All schools, social and professional groups, churches, etc., should discuss water conservation as a regular agenda item and forward worthwhile suggestions to the department for consideration and implementation;
6. Limit irrigation of potable water to landscaping between the hours of eight a.m. and eight p.m.; and
7. All sites with irrigated landscapes or gardens are encouraged to establish the following irrigation practices:
 - a. Turn off irrigation systems during the off-peak season (November through April) as defined in Section 13.04.080;
 - b. Reduce the amount of time for all outdoor irrigation.
- B. Mandatory Conservation Measures. The following water conservation prohibitions and limitations are required by all persons:
 1. The application of potable water to any driveway or sidewalk is prohibited, unless the person proposing such application of potable water documents to the director of public works' satisfaction that application is necessary to abate a condition constituting a public health hazard.
 2. Using a hose that dispenses potable water to wash a motor vehicle is prohibited, unless the hose is fitted with a shut-off nozzle.
 3. Customers shall install new landscaping in existing or new development that is water efficient within the meaning of the state's water efficient landscape ordinance.
 4. Using potable water to water outdoor landscapes in a manner that causes runoff to adjacent property, nonirrigated areas, private and public walkways, roadways, parking lots or structures is prohibited.
 5. Using potable water in a fountain or decorative water feature is prohibited, unless the water is part of a recirculating system.
 6. Withdrawing water from fire hydrants, except for firefighting, firefighting training, and water system maintenance purposes, is prohibited.
 7. Use of potable water for grading, dust control, street, pipeline or similar construction is prohibited.
 8. The application of potable water to outdoor landscapes during and up to forty-eight (48) hours after measurable rainfall is prohibited.

9. No person shall use potable water to irrigate ornamental turf on public street medians.
 10. Restaurants, hotels, cafes, cafeterias, bars or other public places where food or drink is served and/or purchased shall supply water to patrons only upon request.
 11. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each bathroom using clear and easily understood language.
 12. All projects for which the planning department requires approved landscape plans must adhere to the city's xeriscape standards or the state's Model Water Efficient Landscape Ordinance, whichever is stricter, in order to obtain plan approval.
 13. Any new water connection for new development must offset new demand by an amount of water equal to the new demand on the city water system using the methodology defined in Section 13.12.030. The offset must be clearly demonstrated, to the satisfaction of the director of public works. (Ord. 16-13 § 5 (Att. 6 (part)))
- 13.04.230 Phase I water regulations.
- A. The criteria for establishing Phase I shall be any or all of the following:
1. The supply/usage balance, as calculated at the beginning of the fiscal year, is in deficit;
 2. The volume of water to be delivered by the city of Napa in any fiscal year will not exceed four hundred (400) AF;
 3. The volume of water anticipated to be available prior to the next May 1st, as determined by the director of public works based on a reasonable projection of the rainfall for the next rainy season, is not sufficient to meet projected demand through May 1st without demand reduction measures being implemented; or
 4. Conditions requiring the establishment of a Phase II water emergency, as determined by the director of public works, appear to be imminent.
- B. During the Phase I water emergency, the following mandatory conservation measures by customers of the department shall be enforced by the department and publicized by the city:
1. All customers must be in compliance with all water conservation requirements of Section 13.04.221(B) (Water Conservation). If a customer is found to be out of compliance with any part of Section 13.04.221 or provisions of these water shortage emergency requirements, the customer must immediately stop the water waste by installing the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions to bring about full compliance.
 2. All customers are prohibited from expanding or installing landscaping or appliances that will increase the overall water use of the property. Replacement of existing appliances, landscaping, plumbing, or improvements shall be allowed only if the change can be documented to the satisfaction of the director of public works to result in more efficient water-using fixtures or systems.

3. Customers shall cease the operation of air-cooling outdoor misting systems using treated water supplied by the city, unless on a timer.
 4. Outdoor irrigation of ornamental landscapes or turf with potable water is limited to no more than two days a week. The director of public works shall specify the two days per week in accordance with the needs of any geographical area within the city.
 5. No person shall use potable water to irrigate landscaping between the hours of eight a.m. and eight p.m.
 6. Irrigation with potable water of landscapes outside of newly constructed homes and buildings shall be in a manner consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development. If irrigation systems are installed as a part of new development, they shall be drip or microspray irrigation systems or a system determined by the director of public works or designee to be more efficient.
 7. Draining and refilling of swimming pools shall be permitted only as needed for the purpose of pool repair or to correct a severe chemical imbalance. Draining and refilling of decorative ponds and lakes shall be permitted only as needed for the purpose of lining the bottom to prevent absorption.
 8. All new or replacement industrial and commercial clothes washers shall be high efficiency as defined by the U.S. Environmental Protection Agency. All new or expanded car washing facilities shall include water-saving methods.
 9. In accordance with Section 864 of Title 23 of the California Code of Regulations or any successor regulation, the taking of any action prohibited in this subsection B, in addition to any other applicable civil or criminal penalties (including the penalties set forth in Sections 13.04.230 and 13.04.310), is an infraction, punishable by a fine of up to five hundred dollars (\$500.00) for each day in which the violation occurs.
- C. During the Phase I water emergency, the following actions shall be carried out by the city:
1. The city shall notify customers that one or more of the criteria for Phase I has been met, and shall identify and explain in sufficient detail each criterion that forms a basis for establishing a Phase I water emergency.
 2. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase II water emergency if a Phase II water emergency appears to be imminent.
 3. The city shall advise customers of the Phase I water shortage and of restrictions and opportunities for exception permits that are available under Section 13.04.280 if a Phase II water emergency appears to be imminent.
 4. Any applicant for, or holder of, a building permit for construction that may be affected by the existence of this or future water emergency phases shall be informed of the impact of such phases, but lack of such notice shall not permit a new water connection that is otherwise prohibited.

5. The city shall not issue permits for construction of any new swimming pool unless the pool is to be supplied with water other than treated water supplied by the city. Customers are encouraged to fill existing pools from water other than treated water.

6. If a Phase II water emergency appears to be imminent, the city shall make plans for implementation of a water shortage disaster plan, which shall include provisions for:

- a. Emergency water stations;
- b. Acquisition of private property under the right of eminent domain, with immediate possession to alleviate the emergency; and
- c. Application for relief assistance from county, state, and federal sources.

7. The city council shall give notice to any customer that has a terminable contract with the department (whereby the department is the supplier) that such contract will be terminated upon implementation of Phase III by the city council.

8. If the declaration of a Phase II emergency appears reasonably imminent, the city council shall cause a water advisory board to be formed consisting of one city council member, one planning commissioner, one winery customer, and two public members, one of whom shall be solely a residential customer. The director of public works shall be an ex officio member of this board. Unless the city council otherwise directs, the board will disband when the water emergency is no longer in effect. The water advisory board shall have access to all records in the possession of the water enterprise necessary in its judgment to perform its duties, including customer records. The board shall maintain the confidentiality of individual customer records unless the board determines by resolution that release of such information is necessary in the pursuit of its duties.

D. In addition to the mandatory measures defined in subsection B of this section, customers of the department and members of the community are encouraged to do the following:

- 1. Reduce all indoor water use to not more than an average of seventy-five (75) gallons per person per day within the residence, including single-family residences, apartments, condominiums, townhomes, mobile homes and manufactured homes.
- 2. Reduce indoor water use in the work place and commercial establishments by a minimum of ten percent (10%) from customary consumption.
- 3. Eliminate or defer all nonessential water use such as topping off swimming pools.
- 4. All schools, social and professional groups, churches, etc., are encouraged to discuss water conservation as a regular agenda item and to forward worthwhile suggestions to the department for consideration. (Ord. 21-4 § 2; Ord. 16-13 § 5 (Att. 6 (part))); Ord. 15-5 § 1 (part); Ord. 14-11 § 3 (Exh. A); Ord. 14-9 § 5 (Exh. A); Ord. 11-7 (part); Ord. 02-7A § 1 (part); prior code § 18.23.1)

13.04.240 Phase II water regulations.

A. The criteria for establishing Phase II shall be:

1. The volume of water anticipated to be available prior to the next May 1st from all potable water sources, as determined by the director of public works based on a reasonable projection of the rainfall for the next rainy season, is not sufficient to meet the projected demands through May 1st without demand reduction measures beyond the Phase I reductions being implemented; or
 2. Conditions requiring the establishment of a Phase III water emergency appear imminent.
 3. In assessing the need to impose Phase II restrictions, due weight shall be accorded to the trigger system developed by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.
- B. All mandatory and voluntary measures established by Section 13.04.221, Water Conservation, and Phase I, Section 13.04.230(B), (C) and (D) shall be included in Phase II and publicized by the city except insofar as they are inconsistent with subsections C and D of this section.
- C. The following mandatory conservation measures by customers of the department shall be enforced by the department:
1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be ten percent (10%) less than the average use during the same billing period from the three preceding nonshortage years; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than sixty (60) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. Commercial, industrial, and institutional customers with irrigation and domestic use provided by the same water meter may receive an additional landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November. Landscape allocations are provided for established nonturf plants only.
 2. Residential users in the single-family residential, multifamily residential, mobile home and manufactured homes customer classes will receive an allocation per billing period which will be limited to sixty-five (65) gallons per person per day. Single-family residences will receive an additional twenty-five hundred (2,500) gallons per month from April through October for landscape irrigation. Multifamily residential, mobile home and manufactured homes customers may receive a landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

3. For a lawn, landscaping, vineyard or field watered or irrigated through a meter dedicated to that use, usage shall be limited to sixty percent (60%) of current reference evapotranspiration as established in the California Model Water Efficient Landscape Ordinance (MWELo) or successor regulations.

4. No new water connections shall be permitted during a Phase II water emergency.

D. During the Phase II water emergency, the following actions shall be carried out by the city:

1. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase III water emergency.

2. The department of public works shall make available, or arrange to have delivered, nonpotable water from either lower reservoir or, if permitted and available, tertiary treated wastewater to city-owned properties for irrigation purposes.

3. Nothing herein shall restrict the authority of the director of public works from imposing more severe usage restrictions on each class of water customer if circumstances so warrant. (Ord. 21-4 §§ 3, 4; Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part))

13.04.250 Phase III water regulations.

A. The criteria for establishing Phase III shall be:

1. The volume of water anticipated to be available prior to the next May 1st from all potable water sources, as determined by the director of public works based on a reasonable projection of the rainfall for the next rainy season, is not sufficient to meet the projected demands through May 1st without demand reduction measures beyond the Phase II reductions being implemented.

2. In assessing the need to impose Phase III restrictions, due weight shall be accorded the trigger system developed and defined by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

B. All mandatory and voluntary measures established by Section 13.04.221, Water Conservation, and Phases I and II, Sections 13.04.230(B), (C) and (D) and 13.04.240(B), (C) and (D), shall be included in Phase III and publicized by the city, except insofar as they are inconsistent with subsections C and D of this section.

C. The following mandatory conservation measures by customers of the department shall be enforced by the department:

1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be twenty percent (20%) less than the average use during the same billing period from the three preceding nonshortage years; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than fifty (50) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. The allocation for landscape irrigation will be fifty percent (50%) of the

allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established nonturf plants only.

2. Residential users in single-family residential, multifamily residential, mobile home and manufactured homes customer classes will receive an allocation per billing period which will be limited to sixty (60) gallons per person per day. The allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established nonturf plants only.

3. For a vineyard or approved field (as approved by the water advisory board) watered or irrigated through a meter dedicated to that use, the allocation shall be limited to thirty percent (30%) of current reference evapotranspiration as established in the California Model Water Efficient Landscape Ordinance (MWELO) or successor regulations, and irrigation will be allowed for established nonturf plants only.

4. All nonessential uses of water shall be prohibited. Nonessential uses shall include, but not be limited to, the following:

- a. The use of water for irrigation of turf, lawns, or landscaping;
- b. The refilling of swimming pools, hot tubs and spas, except as required by the fire chief for use as standby neighborhood fire protection. The fire chief shall maintain a list of such pools to be on file at the fire department.

5. No new water connections for new development shall be permitted.

D. During the Phase III water emergency, the following actions shall be carried out by the city:

1. The department shall terminate all nonessential contracts which are terminable. (Ord. 21-4 §§ 5, 6; Ord. 16-13 § 5 (Att. 6 (part)); Ord. 15-5 § 1 (part); Ord. 11-7 (part); Ord. 02-7A § 1 (part); prior code § 18.25)

13.04.260 Permitting for exportation of groundwater during water emergencies.

A. Definitions. As used in this section:

- 1. "City" shall mean the city of St. Helena.
- 2. "Contiguous parcels" means parcels which abut, adjoin or otherwise touch each other at more than one point along a common boundary or which would do so except for separation by a strip of land over which some person or entity, other than the owner of the parcels, has some property interest, including fee title or some lesser interest, such as a leasehold or easement. Examples of such strips of land include, but are not limited to, roads, streets, utility easements, railroad rights-of-way, canals and drainage channels.
- 3. "Department" means the city department of public works.
- 4. "Director" means the city director of public works or his or her designee.

5. "Contaminated groundwater" means groundwater that has been altered by waste, seawater intrusion or other material to a degree which creates a hazard to the public health through actual or potential poisoning or through actual or potential spreading of disease.
 6. "Export" means the extraction of groundwater underlying the city for use outside of the parcel from which it originates.
 7. "Groundwater" means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water but does not include water that flows in known and definite channels.
 8. "Groundwater basin" means a groundwater basin or subbasin identified and defined in Bulletin 118 or as modified pursuant to Water Code Section 10722 et seq.
 9. "Person" means any person, firm, association, organization, partnership, business, trust, corporation, limited liability company, or local public agency, including any city, county, city and county, district or joint powers authority.
 10. "Recharge" means flow to groundwater storage from precipitation, irrigation, infiltration from streams, spreading basins and other sources of water.
 11. "Site" means any lot or parcel of land or contiguous combination thereof having the same owner, the same lessee or the same controlling entity in existence on the effective date of the ordinance codified in this chapter.
 12. "Usable storage capacity" means the quantity of groundwater of acceptable quality that can be economically withdrawn from storage.
 13. "Water year" means the year beginning January 1st and ending December 31st.
- B. Permit. Unless otherwise exempt, during a Phase II or Phase III water emergency, no person shall export groundwater underlying the city without first obtaining a permit as provided in this section. In order to apply for a permit, the person must be in compliance with any conditional use permits or other city land use regulations applicable to the property.
- C. Exemptions. This section shall not apply to the export of groundwater in the following circumstances:
1. To prevent the flood of lands;
 2. To prevent the saturation of the root zone for agricultural land;
 3. Movement of groundwater consistent with historical practice within a parcel or between contiguous parcels having the same owner, the same lessee or the same controlling entity in existence on the effective date of this section;
 4. Movement of contaminated groundwater required by compliance orders issued by local, state or federal agencies that is pumped and treated to remove contaminants that are in violation of the

standards for beneficial use. The extracted and treated water may be exported without a permit if the release complies with discharge permits issued by the local, state or federal resource agencies.

D. Application for an Export Permit. An application for an export permit shall be filed with the city on a form specified by the director, which shall include all information specifically requested thereon and other information required by the director to address specific aspects of the proposed groundwater export. Information to support the requirements listed in subsection F of this section must be provided in order for the director to deem the application complete. The application for an export permit shall be accompanied by the deposit of fees for these purposes, as established by city council resolution.

E. Procedures for Processing.

1. As determined in the judgment of the director, the director shall review the application with potentially affected city departments, with the staff of applicable state and federal agencies, with local water agencies and with any potentially affected party. In reviewing the application, the director shall consider any relevant groundwater management plan, including, without limitation, any groundwater management plan adopted pursuant to California Water Code Section 10750 et seq., or Section 10720 et seq., or any other relevant information provided by the applicant.

2. Upon completion of the export permit application review process, a public hearing before the director on the export permit application shall be noticed and conducted as follows:

a. Notice of Hearing. Notice of public hearing shall be given as provided in Government Code Sections 65090 and 65091, except as follows:

i. Content of Notice. In addition to the information required by Government Code Section 65094, the notice shall declare that the application will be acted on without a public hearing if no request for a hearing is made in compliance with subsection (E)(2)(b) of this section.

ii. Method of Notice Distribution. Notice of public hearings shall be given as provided by Government Code Sections 65090 and 65091.

iii. Additional Notice Provided. The public notice shall include mailed notice to all owners of property located within a one-mile radius of the exterior boundaries of the site from which the export is to occur.

b. Public Hearing. A public hearing on an export permit shall occur only when a hearing is requested by the applicant. This request shall be made in writing to the director no later than seven days after the date of the public notice provided in compliance with subsection (E)(2)(a) of this section. In the event that a public hearing is required, the export permit application shall be scheduled for a hearing on the date and time as defined in the public notice. Any person may provide written comments relevant to the impact of the exportation of groundwater on the groundwater resources within the city. The hearing shall be conducted under such rules as set by the director.

c. Final Decisions on Export Permit Applications. After the conclusion of public testimony in the case of a public hearing, or after the time period within which a hearing may be requested under subsection (E)(2)(b) of this section if no hearing is requested, the director shall:

i. Announce his or her decision on the export permit application;

ii. Announce that his or her decision is final unless appealed pursuant to subsection (E)(4) of this section.

Notwithstanding the foregoing, the director may continue the hearing to a date certain to provide additional time to evaluate information obtained at the hearing prior to a final decision.

3. The director's decision may be appealed to the city council consistent with subsection I of this section.

4. Notice of the director's decision shall be mailed within five calendar days of final action to the person that has applied for the permit, any person who requested a hearing, and all other persons or entities referred to in subsection (D)(1) of this section.

F. Evidence Required for Export Permit Approval.

1. An export permit shall be approved only if the applicant provides evidence demonstrating to the satisfaction of the director that the proposed export will not cause or contribute to significant detrimental impacts to groundwater resources within the city or on the groundwater basin from which the groundwater is exported. An application must include evidence demonstrating to the satisfaction of the director the following:

a. The proposed export will not adversely affect the long-term ability for storage or transmission of groundwater within the groundwater basin from which the groundwater is exported;

b. The proposed export will not (together with other extractions) result in chronic lowering of groundwater levels and will not result in well interference with wells owned or relied upon by others or create a cone of depression that extends beyond the applicant's land or otherwise operate to the injury of the reasonable and beneficial uses of overlying groundwater users;

c. The proposed export will not result in, expand or significantly exacerbate groundwater quality degradation;

d. The proposed export will not result in injury to a water replenishment or recharge, storage, restoration or conveyance project;

e. The proposed export will not result in, expand or significantly exacerbate land subsidence;

f. The proposed export will not result in, expand, or significantly exacerbate depletions of interconnected surface water; and

g. The proposed export will not otherwise be detrimental to the environment or to the health, safety and welfare of property owners overlying or in the vicinity of the proposed exportation site.

G. Conditions of Export Permit Approval. If the export permit is to be approved, the director may impose appropriate conditions of permit issuance so as to prohibit and prevent any significant detrimental impacts to groundwater resources within the city described in subsection F of this section or other adverse conditions and may impose other conditions that the director deems necessary to

promote or maintain the health, safety and welfare of the people of the city. The director may incorporate into each export permit a monitoring and/or reporting program.

H. Reapplication After Director Denial. Reapplication for an export permit which has been denied by the director may not be filed with the director until the following water year and must be accompanied with information that demonstrates a significant change in circumstances from those which caused the denial of the previous export permit application.

I. Appeal of Director Action.

1. The applicant may appeal a decision of the director by filing a written request with the clerk of the city council within fifteen (15) days of issuance of the director's decision. Any such appeal shall specifically set forth the procedural and substantive reasons for the appeal or be deemed incomplete and ineffectual. The clerk shall set a city council hearing within thirty (30) days of receipt of a complete request for appeal which shall be heard within ninety (90) days of notice thereof. Written notice of appeal shall be given to the director, the permit applicant, and the appellant, and the appeal hearing shall be published pursuant to Government Code Section 6061.

2. The city council shall hear the appeal de novo except where the appeal is confined to a condition imposed by the director in which event the hearing and the decision of the city council shall relate only to such condition. The appeal before the city council shall be conducted under such rules as set by the city council. At its discretion, the city council may impose conditions for approval as it finds necessary to protect the interests of the city and its citizens. The decision of the city council shall be final.

J. Review of Export Permit. The permit granted pursuant to this section shall be subject to periodic staff review in consultation with the permittee. In the event that the department determines that a material violation of the conditions of the permit has occurred, the permittee shall immediately bring itself into compliance. A determination of violation shall be in writing and include specific findings in support of the decision. A determination of violation may be appealed to the city council by the permittee using the appeal process as described in subsection I of this section.

K. Export Permit Term. Approved permits shall be valid for a term, as determined by the director, not to exceed one year from the date of issuance of the export permit. If a permittee presents information demonstrating that there has been no significant change in circumstances from those which caused the approval of the previous export permit application, the export permit may be renewed by the director for a term, as determined by the director, not to exceed one year from the date of issuance of the renewed export permit. The permittee shall submit the written request for the renewal to the director at least ninety (90) days prior to the export permit expiration date along with information as requested by the director and with the deposit of fees for these purposes, as established by city council resolution. The director shall consider the request for renewal in accordance with the procedures set forth in subsections D through G of this section. The permittee may appeal the decision of the director in the manner described in subsection I of this section. The director may renew a permit an unlimited number of times following the procedures contained herein for each renewal.

L. Inspection. After providing written notice to the permittee, the director or designee, with good cause, may at any reasonable time enter any and all places, property, enclosures and structures, for the purpose of making examinations and investigations to determine whether any provision of this section or an approved permit is being violated.

M. Notice of Violation. Upon receiving knowledge of an alleged violation of this section, the city will provide written notice of the alleged violation to the violating party. The notice shall detail the alleged violation and require the violating party to cease and desist immediately upon receipt of such notice from the alleged violating activities or within five working days prove to the city, by meeting with the director or his or her designee, that the alleged violating activities, in fact, do not violate this section, or that there are mitigating reasons surrounding the alleged violating activities. The notice shall also include details of the potential penalties for violations of this section.

N. Penalty for Violation.

1. If, within five working days, after receipt of a notice issued in accordance with subsection M of this section, the violating party has not complied with subsection M of this section, the city may elect to proceed with any or all of the following remedies for violation of this section:

a. Any person who exports water during water emergencies without a valid permit issued by the city in violation of this chapter is guilty of a misdemeanor for each day in which such well is used or operated in violation of this chapter. Such violation shall be punishable pursuant to Chapter 1.20.

b. Any person who knowingly makes any false statements, representation, record, report, plan or other document filed with the city, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this chapter, shall be punished by a fine of not more than ten thousand dollars (\$10,000.00) or by imprisonment in a county jail for not more than six months, or by both. The city attorney, upon order of the city council, shall petition the superior court to impose, assess, and recover such sums.

O. Limitation of Permit. Nothing contained in this section or in the conditions of an issued permit shall be construed as giving the permittee an exclusive right to groundwater extraction. Any issued permit shall not exempt, supersede or replace any requirements of federal, state, and local laws and regulations, including but not limited to California Water Code Section 10720 et seq., and California Water Code Section 1200 et seq.

P. Severability. If any section, subsection, sentence, clause or phrase of this section is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The city council hereby declares that it would have passed this section and each subsection, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. (Ord. 21-5 § 2)

13.04.270 Termination of water emergency phases.

Water emergency phases shall be terminated or changed to a less critical phase in the same manner as they are established in accordance with criteria set forth in the preceding sections and at the discretion of the city council. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.28)

13.04.280 Exception permits.

A. Under a Phase II or Phase III water emergency, the director of public works shall, with such conditions as seem to him or her to be reasonable, grant exception permits in addition to any basic

allocation, on application of a water customer submitted under penalty of perjury, based on the conditions defined in this section. The city may provide a process for certification of efficiency, lot size, medical condition, or efficient and essential use prior to declaration of a water shortage emergency condition which could result in a customer being prequalified for exception.

1. For any customer with an allocation based on previous water use, if it can be demonstrated to the satisfaction of the director of public works that water conservation measures beyond those required in Chapter 13.12 were in place prior to the preceding nonshortage year, an additional quantity of water may be allocated to recognize the higher efficiency in place prior to the water emergency condition.

2. For single-family residential parcels exceeding seven thousand (7,000) square feet in area, the quantity of up to twenty (20) gallons per day for each one thousand (1,000) square feet that the property area exceeds seven thousand (7,000) square feet for the purpose of maintaining mature landscape or orchard plants. For purposes of this subsection, multiple parcels maintained and fully landscaped as one property may be computed as being one parcel. An exception granted based on this subsection shall allow the use of no more than an additional two hundred fifty (250) gallons per day for this purpose.

3. For medical conditions of a resident, a quantity as required to maintain health standards.

4. For any customer with an allocation based on previous winter water use, if it can be demonstrated to the satisfaction of the director of public works that efficient and essential water uses are not represented in average winter water use, an additional quantity of water may be allocated to provide for these efficient and essential needs.

B. The water advisory board shall meet at least monthly and may grant permits for uses of water or for exceptions to water conservation measures or for water connections otherwise prohibited by Sections 13.04.230, 13.04.240, and 13.04.250 if it finds and determines that such regulations would:

1. Cause an unnecessary and undue hardship to the applicant or to the public;

2. Cause an emergency condition affecting the health, sanitation, fire protection, or safety of the applicant or public; or

3. Promote water conservation by providing for the establishment of water efficient landscaping meeting the standards of Section 17.112.140 and such policies and regulations as have been adopted to implement the provisions of that chapter, replacing more water-intensive landscaping.

C. The water advisory board of the city shall prescribe necessary procedures for application for and use of exception permits.

D. Any decision of the director of public works in granting or denying exceptions may be appealed by the applicant or any other person to the water advisory board by filing a written appeal with the city clerk within ten (10) calendar days after the date of mailing of written notice to the applicant of the decision rendered. The water advisory board shall use its best efforts to hear and determine such appeal within twenty (20) days, and shall affirm, reverse, or modify the decision.

E. Any decision of the water advisory board may be appealed by the applicant to the city council according to the provisions of Chapter 1.16. (Ord. 16-13 § 5 (Att. 6 (part))): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.28.1)

13.04.310 Violation—Misdemeanor.

Notwithstanding any provision of this code to the contrary, the provisions of Section 377 of the California Water Code shall be applicable to any violation of this article. Any person violating any of the provisions of this article shall be guilty of a misdemeanor. Upon conviction thereof, such person shall be punished by imprisonment in the county jail and/or fined in accordance with the penalties as set forth in the provisions of Section 377 of the California Water Code. (Ord. 16-13 § 5 (Att. 6 (part))): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.30)

Article 3

Water Theft Regulations, Penalties, and Enforcement

13.04.400 General provisions relating to water theft.

Because water is a vital resource, the city has determined that it is appropriate to adopt a city prohibition on water theft and impose civil administrative penalties for the theft of water. (Ord. 21-6 § 2 (Exh. A))

13.04.410 Prohibition of water theft—Administrative penalties.

A. For the purposes of this article, “water theft” means and includes all of the following:

1. The use, diversion, receipt or taking of city water by any means from any public fire hydrant, blow-off valve, water main, water service lateral or other city facility or connection to a city facility to which a city authorized metering device has not been installed or has been removed by the city; and
2. The use, diversion, receipt, or taking of city water by any means without paying the full and lawful city charges for such water, or by tampering with city property or facilities, such as by removing a lock or plug that has been placed on a customer’s service or meter or unauthorized use, or by tampering with a service connection or bypassing a meter, or by making an unauthorized connection to any city facilities or any public fire hydrant.

B. For the purposes of this article, “unauthorized use” includes the use of water from a stationary service connection where lawful water service has been discontinued or from a public fire hydrant to supply water outside of the city service area, regardless of whether payment is provided to the city for the water drawn from the public fire hydrant, or any use of a hydrant meter in violation of the terms and conditions of a hydrant meter permit.

C. Water theft is prohibited. Each act of water theft constitutes a misdemeanor.

D. The city may report any water theft to the appropriate prosecuting agency and press for prosecution of said activity pursuant to the Penal Code. In addition to pursuing criminal penalties, the city, upon discovering water theft or tampering with city property, may also pursue the following remedies or any other remedies available at law or equity:

1. Require the immediate removal of any equipment, connections or tools used to accomplish the water theft that is attached to city property;

2. Charge the customer or perpetrator an administrative penalty for any form of water theft as follows:

- a. Five hundred dollars (\$500.00) for the first violation;
- b. One thousand dollars (\$1,000.00) for a second violation within two years; and
- c. Two thousand dollars (\$2,000.00) for each violation thereafter within two years. (Ord. 21-6 § 2 (Exh. A))

13.04.420 Other remedies.

In addition to any other remedies provided in this article or available under applicable law, the city may also seek injunctive relief in the superior court or take enforcement action. All remedies provided herein shall be cumulative and not exclusive. If a customer or any other person turns on water service without city authorization, tampers with any locked water meter, tampers with a service connection or city facilities, bypasses a meter, makes an unauthorized connection to city facilities without city permission, or otherwise commits water theft, the city may:

- A. Discontinue water service pursuant to the applicable provision(s) of Section 13.04.130;
- B. Charge the customer or perpetrator an estimated amount based upon the historical water use, meter use, or other comparable means of estimation (noncustomers shall be charged based upon the highest city water rate at the time of the occurrence);
- C. Charge the customer for the damage to the city lock, meter or other property;
- D. Remove the meter and plug the service;
- E. Terminate and remove the service from its connection to the water main;
- F. Charge a deposit of two times the amount of the average use to reestablish service; and
- G. Require the return of any temporary water meter. (Ord. 21-6 § 2 (Exh. A))

13.04.430 Payment and appeal procedures.

The city shall calculate the amount of damages and penalties to be imposed, and shall send a bill to the customer or, if the offender is not a customer of record, an invoice, for payment of the damages and penalties.

- A. All costs relating to the city's processing and handling of the water theft, and investigation and enforcement thereof, shall be borne by the party having responsibility for the water account at the time of the water theft. Charges related to the handling of the water theft and/or reestablishment of the service shall be borne by the party requesting service. These charges include, but are not limited to, service call charges, water charges, turnoff of service, plug and/or termination fees. Before the meter will be replaced and service reestablished, the party requesting service shall deposit twice the average monthly water bill, the cost of a new water meter and installation (if required), any increase in capacity fees between the date of removal of the meter and the date service was resumed, in addition to all

service call charges, all charges that were delinquent at the time of removal, and an amount representing any damage to city property. The city may enforce payment of any unpaid amounts through any available legal means, which may include, but not be limited to, placement with an authorized collection agency, transfer of delinquent balances to other active accounts, requiring full payment before establishing future accounts with the city, termination of water service to the account, and/or filing a lien for unpaid amounts.

Where a water account is not assigned, all charges relating to the city's processing and handling of the water theft, and investigation and enforcement thereof, shall be borne by the party taking the water, including, but not limited to, the cost of any water used inside or outside the city's service area, charges for any damage to city facilities and equipment, and costs of investigation and enforcement. The city may enforce payment of any unpaid amounts through any available legal means, which may include, but not be limited to, placement with an authorized collection agency, transfer of delinquent balances to active accounts, requiring full payment before establishing any account with the city, and/or filing a lien for unpaid amounts.

B. Any person (an "appellant") who wishes to appeal the imposition of damages or penalties imposed by the city pursuant to this article shall comply with the following procedures:

1. The appellant shall submit a written appeal to the city's director of public works no later than fifteen (15) calendar days from the date of the bill or invoice sent to the customer or offender.
2. A response to the appeal shall be provided by the director of public works within thirty (30) calendar days from receipt of the appeal.
3. If an appeal request is denied, in whole or in part, the appellant may resubmit the appeal for review by the city manager or his or her authorized designee. The appeal shall be resubmitted no later than fifteen (15) calendar days from the date of the denial of the appeal by the director of public works. The appellant may request to provide evidence in writing or in person in support of his or her appeal to the city manager or his or her authorized designee.
4. A response to the appeal shall be provided by the city manager or authorized designee within thirty (30) calendar days from receipt of the appeal. The decision by the city manager or authorized designee shall be final.
5. Within ten (10) days after the denial of the appeal, in whole or in part, the appellant shall pay the damages and penalties imposed by the city.
6. The provisions of Section 1094.6 of the Code of Civil Procedure of the state of California shall be applicable to judicial review of the decision. (Ord. 21-6 § 2 (Exh. A))



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	January 23, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed approval of a Resolution approving the annexation of the properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District No.1, MSD Annexation No. 147; and 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148.
GOAL:	Goal 5: Enhance Quality of Life
RECOMMENDED ACTION:	It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St. Helena Municipal Sewer District No. 1 MSD.
PREVIOUS COUNCIL ACTION:	City Council approved Resolution 2023-162 on December 12, 2023, requesting to set a public hearing for January 23, 2024, to consider objections to the proposed annexations as required by state law.
STATEMENT OF THE PURPOSE:	Commence a public hearing to consider objections to the proposed annexations into the St. Helena Municipal Sewer District No. 1. Consideration and approval of a Resolution approving the proposed annexations if the proposed annexations are found to be beneficial for the properties.
FINANCIAL IMPACT:	None.

BACKGROUND:

Any property that wishes to connect and utilize the sanitary sewer system in the City of St. Helena must be annexed into the Municipal Sewer District No. 1. All applications for annexations shall be approved by the City Council pursuant to the requirements of state law (SHMC § 13.20.040). State law details the requirements in Health and Safety Code Section 4600. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer. The process for a property to be annexed requires that a resolution be adopted ordering a public hearing by an affirmative vote of at least two-thirds of all the members of the City Council (HSC § 4643). The resolution is required to contain the following information and finding:

- (a) Describe the boundaries of the territory proposed to be annexed.
- (b) Designate the proposed annexation by an appropriate number.

(c) Declare that the area to be annexed to the district will be benefited by such annexation.

(d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

Once adopted, the resolution, together with the names of the members of the City Council voting for and against it, must be published for two successive weeks in a newspaper of general circulation and published in the City. The first publication shall not be more than 60 days nor less than 30 days prior to the date fixed for the hearing.

At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District which will require at least four affirmative votes. Upon a determination by the Council that the Properties will be benefited by the annexations, certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect (HSC § 4613). Upon recordation of the resolution, the Properties annexed becomes a part of the District and are subject to all the liabilities and entitled to all the benefits of the District.

If the City Council approves the resolution following the public hearing on January 23, 2024, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees and obtain required permits.

DISCUSSION:

The public hearing notices to consider objections to the proposed annexations for January 23, 2024, were first published on December 21, 2023, and the second on December 28, 2023. Additionally, notices of the public hearing and the Resolution were distributed within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing.

At the time established for the hearing, City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a Resolution approving the annexation of the property into the District, which requires at least four affirmative votes. Upon a determination by the Council that the property will be benefited by the annexation, certified copies of the Resolution will then be recorded (HSC § 4613). Upon recordation of the Resolution the property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District (HSC § 4648).

City Council is requested to consider the annexation from the following parties into the District:

The properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District No.1, MSD Annexation No. 147; and 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148.

Location maps for the properties are attached. Staff request City Council to consider the applicants' annexation requests and consider a Resolution approving the annexations. If the City Council approves the Resolution following the hearing, City staff will then process the annexations with Napa County and the State Board of Equalization to change the tax rate area code for the property. Properties will then become eligible to connect to the City's sanitary sewer system.

ENVIRONMENTAL REVIEW:

Properties that are annexed into the District and connect to the sanitary sewer system will be required to abandon existing septic systems in accordance with Napa County Environmental Health Services.

DOCUMENTS ATTACHMENTS:

[Resolution](#)

[Exhibit A](#)

[Exhibit B](#)

CITY OF ST. HELENA

RESOLUTION No. 2023-

**Resolution of the City Council
of the City of St. Helena to
approve the annexations of the
properties known as 855 Pratt
Avenue, St. Helena, CA (APN
009-030-063), into the St.
Helena Municipal Sewer
District No.1, MSD Annexation
No. 147; and 1532 Sulphur
Springs Avenue, St. Helena,
CA (APN 009-362-019), into the
St. Helena Municipal Sewer
District No. 1, MSD Annexation
No. 148.**

RECITALS

- A. The properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), and 1532 Sulphur Springs Avenue, St. Helena, CA APN (09-362-019) will benefit from annexations into the St. Helena Municipal District No. 1 ("District"), MSD Annexations Nos. 147 and 148;
- B. A public hearing regarding these proposed annexations was ordered on December 12, 2023, at a regular meeting of the City Council of the City of St. Helena; and
- C. All annexation fees have been paid; and
- D. The City has complied with all laws applicable to these annexation proceedings, including without limitation Health & Safety Code Sections 4641.

RESOLUTION

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

1. The territories described in the attached Exhibits A and B, commonly known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), and 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), are hereby ordered annexed; and
2. The City Clerk shall cause a certified copy of this Resolution to be recorded with the official records of the County of Napa, pursuant to section 4647 of the Health & Safety Code.

Approved at a Regular Meeting of the St. Helena City Council on January 23, 2024 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Hardy: _____

Councilmember Summers: _____

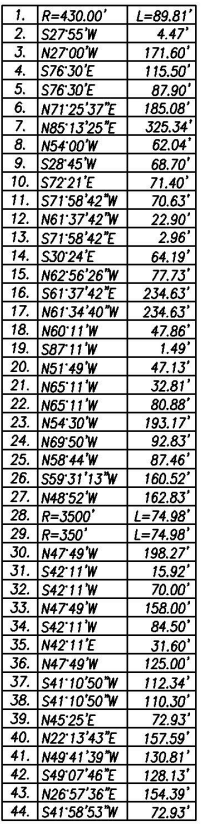
APPROVED: ATTEST:

Paul Jamison Dohring, Mayor
Clerk

Cindy Tzafoopoulos, City
Clerk

PTN. RANCHO CARNE HUMANA

9-03





City Council
January 23, 2024
Agenda Item ---
Public Hearing – Sewer Annexation
855 Pratt Ave
&
1532 Sulphur Springs Ave

Joe Leach, PE, Director of Public Works



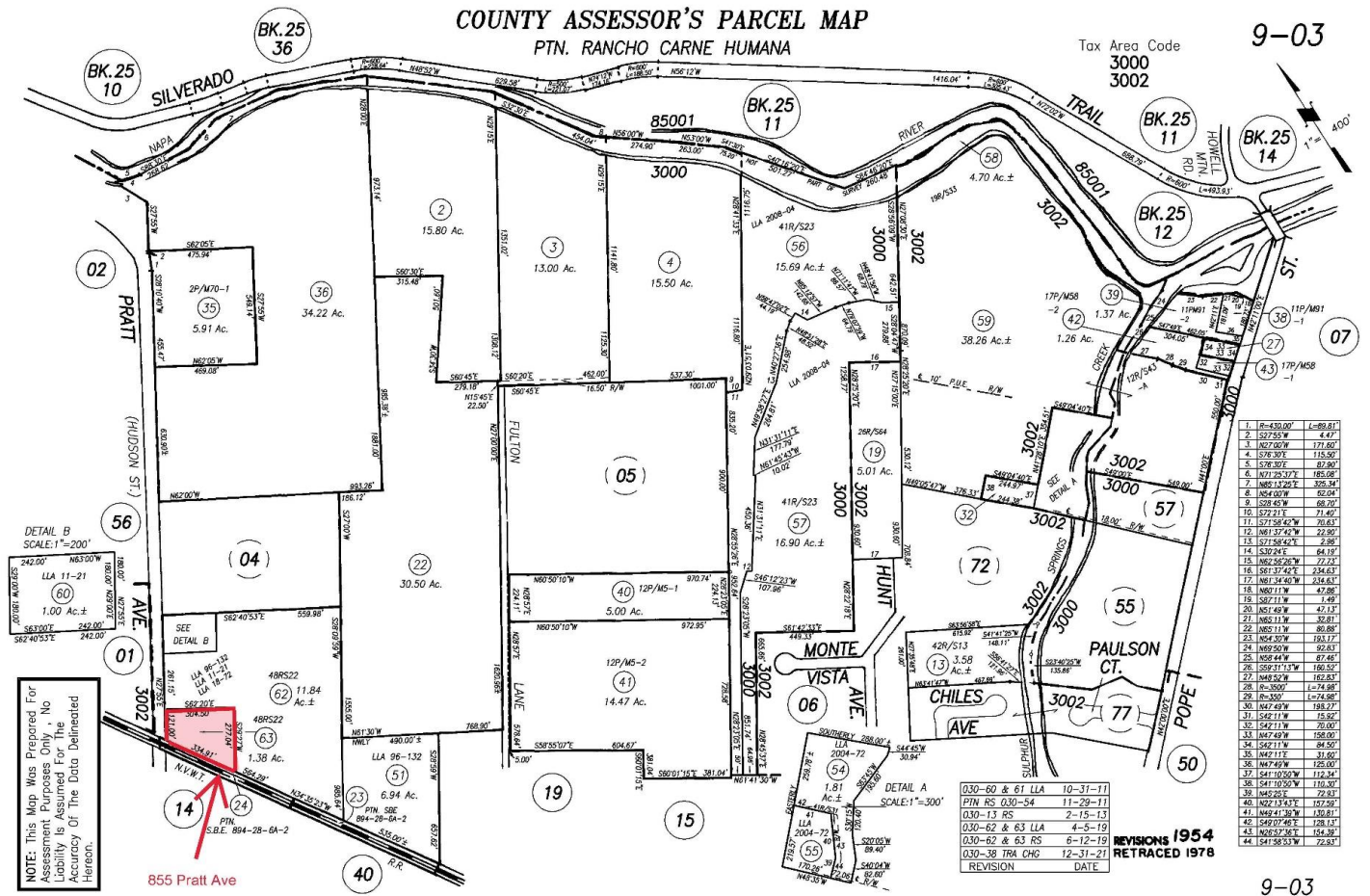
Scope of Action

- Public Hearing for the purposes of annexing parcels into the St Helena Municipal Sewer District No. 1.
- Consistent with St Helena Municipal Code 13.20.040
- Once approved, filing with Napa County and State Board of Equalization
- Initial step to connect to sewer system
 - applicants responsible for all connection costs
 - may be eligible for reimbursement for mainline extension
 - may be required to reimburse another property owner for previous mainline extension.



855 Pratt Avenue

COUNTY ASSESSOR'S PARCEL MAP
PTN. RANCHO CARNE HUMANA



9-03

9-03



Recommended Action

Adopt Resolution of the City Council of the City of St. Helena to approve the annexation of the properties known as:

- 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District No.1, MSD Annexation No. 147; and
- 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148.



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	January 23, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Fiscal Year (FY) 2023-24 2nd Quarter Finance Report and Consideration of a Resolution Approving Mid-Year Budget Adjustments for FY 2023-24.
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 4: Provide Effective Community Information & Opportunities for Engagement, Goal 7: Enhance Organizational Effectiveness, Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To provide an update on FY 2023-24 budget performance and request authorization for budget amendments related to revenue and expenditure adjustments based on current activity and projections through the end of the fiscal year.
FINANCIAL IMPACT:	The total financial impact is \$1,519,225 and is broken down by fund as follows: General Fund - 101: \$698,843 Fourth of July Fund - 288: \$6,083 Water Fund - 561: \$443,769 Wastewater Fund - 571: \$350,530 Traffic Mitigation Impact Fee Fund - 740: \$20,000

BACKGROUND:

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council Meeting a budget report showing the budget status at the end of the preceding quarter. The Q2 Quarterly report is combined with the mid-year budget report/adjustments.

After conducting a review of the status of the City's budget as of December 31, 2023, this report is presented to provide an overview of revenues and expenses at mid-year as they relate to various funds. The City has traditionally amended its budget during the year as new and updated information becomes available, or at various times during the year to appropriate funds for expenses that were not anticipated at the time the budget was adopted.

Staff has prepared the following for Council:

1. Second Quarter (Q2) staff report for Fiscal Year (FY) 2023-24. This report is a summary of transactions from July 1, 2023 through December 31, 2023.
2. Recommended Mid-Year Budget Adjustments.
3. Summary of St. Helena CARES Low Income Subsidy and Water Leak Adjustments for Q2 FY 2023-24.
4. FY 2023-24 Q2 List of Checks over \$50,000 (Attachment 1).
5. FY 2023-24 Q2 Estimated Cash Balances at December 31, 2023 (Attachment 2).
6. FY 2023-24 Q2 Revenue and Expense Summaries - General, Water, and Wastewater Funds (Attachments 3-8).

DISCUSSION:

The intent of this report is to highlight the conclusions of the mid-year budget analysis. The report is broken down into four different Fund Types - General, Water, Wastewater, and Other Funds. The Net Position Tables for the General Fund, Water Fund, and Wastewater Fund include recommended adjustments.

Information presented below reflects transactions posted through December 31, 2023. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

GENERAL FUND

General Fund Revenues - 12/31/23 Balances and Recommended Budget Adjustments

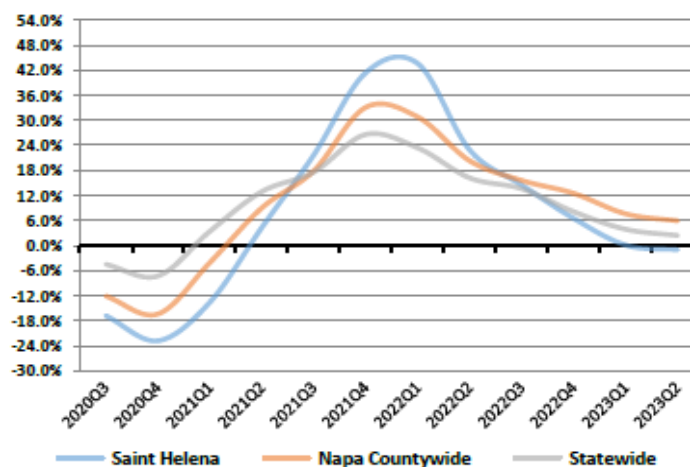
General Fund revenue received from July 1, 2023 through December 31, 2023 for Fiscal Year (FY) 2023-24 is \$7,853,051 or 43%. Comparatively, at the same time last year FY 2022-23 Q2, total General Fund Revenue collected was \$8,040,145 or 46%. The reduced amount collected is primarily due to lower revenue from sales tax and transient occupancy tax, and a higher amount of business license payments that were received in the following reporting period when compared to last Fiscal Year. General Fund revenue is divided into the following categories:

1. Property Tax
2. Sales Tax
3. Transient Occupancy Tax (TOT)
4. Other Taxes
5. Charges for Service
6. Fines and Forfeits
7. Licenses and Permits
8. Development Fees
9. Intergovernmental
10. Interest and Rents
11. Miscellaneous

The primary General Fund revenues include Property Tax, Sales Tax, and TOT. Several revenue adjustments are being recommended due to the performance during the first half of the fiscal year predominately in property tax and sales tax collections. On October 4, 2023, Napa County released the property tax revenue estimates for Fiscal Year 2023-24. The estimates are approximately 3.1% higher than the original projections. In addition, the City received the Excess ERAF payment, which was 23.4% higher than budgeted. Overall, the updated property tax revenue estimated will yield an additional \$231,457 in revenue.

Sales Tax receipts decreased by 9% in 2nd Quarter 2023 as compared to the same quarter last year, due to a decrease of \$9,465,000 in taxable sales. The decline in performance caused Avenu to decrease the original revenue projections by 9.2%, which is a reduction of \$553,944 in the projected sales tax revenue. The City realized a large recovery in sales tax revenues from the pandemic in Fiscal Year 2021-22, but revenues have continued to taper off and stabilize after the large spike in activity. The graph below shows St. Helena sales tax performance compared to Napa Countywide and Statewide over the last three years.

Annualized Percent Change in Sales Tax Cash Receipts



The summary of General Fund revenues (Attachment 3) takes into consideration the adjustments noted in Table 1.

Table 1 - General Fund Revenue Budget Adjustment Recommendations:

Account	Description	Amount
101-30-10-00-00	Property Tax - Secured	151,256
101-30-11-00-00	ERAF Shift to State	72,297
101-30-20-00-00	Property Tax - Unsecured	8,451
101-32-20-00-00	Homeowner Property Tax	(817)

101-30-40-00-00	Sales Tax	(317,288)
101-30-44-00-00	Sales Tax - Measure D	(236,656)
101-32-80-00-00	Emergency Relief - Strike Team	15,312
101-34-71-00-00	State Mandated Costs Reimbursed	36,940
101-36-10-00-00	Rental Income	25,000
Total General Fund Revenue Adjustment		(245,235)

General Fund Expenses - 12/31/23 Balances and Recommended Budget Adjustments

General Fund expenses through December 31, 2023 are \$9,710,068. Spending is at 48% of the approved amount for the year with 52% available. Spending for the previous year FY 2022-23 Q2 was at 46% with 54% available. Attachment 4 provides a summary of expenditures by Department through FY 2023-24 Q2. Due to several unanticipated expenses incurred during the first two quarters and anticipated expenses related to ongoing projects staff is recommending additional budget adjustments. All budget increase recommendations are presented in Table 2.

Table 2 - General Fund Expense Budget Increase Recommendations:

Account	Description	Adjustment
GENERAL FUND EXPENSES		
101-40-00-21-55	Training & Development	7,000
101-40-00-23-35	ZOOM Subscriptions	8,700
101-41-00-21-40	Goal Setting	15,000
101-41-00-21-45	Regional Climate Action & Adaption Plan	12,049
101-42-10-21-45	Dash Data - Scanning Project	25,000
101-42-10-21-45	Campaign Disclosure Documents Program	5,000
101-42-10-21-45	Municipal Code Update	8,000
101-42-00-21-45	Opinion Research & Ballot Feasibility	50,000
101-45-00-21-45	Client First Software Upgrade	50,000
101-47-40-20-20	Part-time Recreation Staffing	15,000
101-49-00-21-40	Police Investigations	5,000
101-49-00-21-45	Vesta Modular - Police Trailer Rental	58,013

101-50-00-29-99	Transfer to Civic Capital for Lyman Park Project	100,000
101-50-00-21-30	Plan Check Review Services	24,000
101-50-13-23-15	Public Works Equipment Repairs	15,000
101-50-15-22-15	Signage Replacement	15,000
101-50-27-22-15	Electric Leaf Blowers and Crane Park Repairs	25,000
TOTAL GENERAL FUND BUDGET INCREASE		437,762

Staffing Augmentation

In addition to funding the above requests, staff is recommending the addition of 1 FTE in the Public Works Department. The City has programmed 72 Capital Improvement projects over the next five years totaling \$59.1 million. In addition, the City has issued the first tranche of GO Bonds in November of 2022 and intends to issue additional Water bonds in Spring of 2024 to help fund these capital projects. These funding sources have critical timelines in which expenditures need to be incurred in order to remain compliant. There is a lot of accounting and procurement related tasks that need to be performed. As a result, financial management of the capital projects will be a critical role for the incumbent. This position will be responsible for issuing Request for Proposals (RFPs) for consultants and construction management related to the CIP, capital project budgeting and contract management.

The approximate annual cost of the position will be \$158,464 and will be allocated to General Fund, Water Fund, and Wastewater Fund as follows based on estimated split of the work to be performed:

Fund	Percent Allocated	Amount Allocated
General Fund - 101	30%	47,539
Water Fund - 561	45%	71,309
Wastewater Fund - 571	25%	39,616

Allocations were determined based on evaluating the total number of Capital Improvement Projects per fund and the total cost of the projects, as shown below:

Fund	# of Projects	Allocation Based on # of Projects	Cost of Projects	Allocation Based on Cost of Projects	Hybrid Allocation
General Fund - 101	26	36%	14,601,816	25%	30%
Water Fund - 561	25	35%	32,140,867	54%	45%
Wastewater Fund - 571	21	29%	12,347,263	21%	25%

Staff is currently working on an updated cost allocation plan to effectively update position allocations throughout the City and ensure that there is accurate allocation of

expenses to the different funds, which may update the proposed allocation. The updated plan and potential impacts will be presented to City Council at a future date in Spring 2024.

The impact to Fiscal Year 2023-24 based on an estimated start date of March 1, 2024 is \$52,821, which will be split per the allocation listed above.

Table 3 - General Fund Estimated Net Position 06/30/2024

Ending Fund Balance @ 06/30/2023		14,039,235	Net Position %
Estimated Revenues @ 06/30/2024 ⁽¹⁾	18,029,671		
Estimated Expenses @ 06/30/2024 ⁽²⁾	(20,909,015)		
Purchase Order Rollovers ⁽³⁾	(1,626,922)		
Use of Reserves ⁽⁴⁾	2,879,380		
Estimated Unassigned Net Position		9,532,933	46%

(1) Total revenue includes mid-year recommended adjustments.

(2) Total expenses include mid-year recommended adjustments.

(3) Rollover Purchase Orders are for expenses that were budgeted and encumbered in FY 2022-23 but were not expended by June 30, 2023.

(4) Original budget and approved budget adjustments through December 31, 2023, authorized \$2.18 million is use of reserves.

Table 4 - General Fund Estimated Net Position 06/30/2025

Ending Fund Balance @ 06/30/2024		9,532,933	Net Position %
Estimated Revenues @ 06/30/2025	19,087,896		
Estimated Expenses @ 06/30/2025	(20,002,020)		
Use of Reserves	914,124		
Estimated Unassigned Net Position		8,618,809	43%

Financial Policy P-FI-0016 approved by City Council on May 23, 2023 states that it is Council's directed target to maintain an unassigned fund balance of thirty percent (30%) of annual operating expenditures. The recommended mid-year adjustments maintain the directed target through Fiscal Year 2024-25. Additional adjustments will be presented to City Council during mid-cycle based on performance in Fiscal Year 2023-24 and updated cost estimates for the upcoming fiscal year.

WATER FUND - 12/31/23 Balances and Recommended Budget Adjustments

Water Enterprise revenue received is \$2,679,142 or 30% of the estimated total revenues for FY 2023-24 through December 31, 2023. Revenues are lower than anticipated due to rate increase that was implemented on September 1, 2023, but not realized until the November 15th billing. Due to the timing of the bi-monthly billing cycle, this amount also does not include charges from November and December 2023. Attachment 5 provides details of Water Fund revenues. The negative amount recorded in 561-3870-0000 CARES subsidy is due to the subsidy amount yet to be transferred from the General Fund.

Water expenditures through December 31, 2023 are \$3,557,243. Overall Water Fund spending is at 44% of the adjusted amount for the year with 56% available. Spending is on track for FY 2023-24. Attachment 6 provides a summary of spending by department for FY 2023-24 Q2 for the Water Fund.

While spending for the Water Fund is on track, staff is recommending the budget adjustments in Table 5 due to unforeseen expenses. During FY 2023-24, the Louis Stralla Water Treatment Plant experienced a significant failure in the post chlorination and pumping infrastructure. Due to the failure, the City declared an emergency and initiated multiple emergency projects to mitigate impacts on water quality. Some of the projects have already been completed and others are currently in progress. Additionally, staff has made operational adjustments to forecast and mitigate issues related to the overall treatment process and water quality. The costs for these adjustments are included in the budget increase recommendations below.

Table 5 - Water Fund Expenditure Budget Increase Recommendations

Account	Description	Adjustment
WATER FUND EXPENSES		
561-50-00-20	PW Financial Analyst - Salary & Benefits	23,526
561-50-30-21-45	Hydraulic Model	120,000
561-50-31-22-19	Meter and Hydrant Replacement	25,000
561-50-34-21-25	Equipment Rental Costs	60,000
561-50-34-21-45	Defensible Space at WTP	15,000
561-50-34-22-35	Process Chemicals for WTP	90,000
561-50-34-23-15	Purchase 4 VFDs for Chemical Feed Pumps	20,000
561-50-34-26-30	Boat for Algaecide Transport at Bell Canyon	30,000
561-50-34-26-30	Decant Pump for Sludge Ponds	60,000
TOTAL WATER FUND BUDGET INCREASE		443,526

Table 6 - Water Fund Estimated Fund Balance at 06/30/2024

Estimated Ending Fund Balance @		6,308,101	Fund Balance
---------------------------------	--	-----------	--------------

06/30/2023			%
Estimated Revenue @ 06/30/2024	8,807,303		
Estimated Expenses @ 06/30/2024 ⁽¹⁾	(10,061,870)		
Purchase Order Rollovers ⁽²⁾	(429,436)		
Use of Fund Balance	1,254,567		
Estimated Fund Balance		4,624,098	46%

⁽¹⁾ Total expenses include previously approved budget adjustments and mid-year recommended adjustments.

⁽²⁾ Rollover Purchase Orders are for expenses that were budgeted and encumbered in FY 2022-23 but were not expended by June 30, 2023.

Table 7 - Water Fund Estimated Fund Balance at 06/30/2025

Estimated Ending Fund Balance @ 06/30/2024		4,624,098	Fund Balance %
Estimated Revenue @ 06/30/2025	9,966,726		
Estimated Expenses @ 06/30/2025	(9,966,726)		
Use of Fund Balance	-		
Estimated Fund Balance		4,624,098	46%

WASTEWATER FUND - 12/31/23 Balances and Recommended Budget Adjustments

Wastewater Fund revenue received is \$1,408,829 or 30% of the estimated total revenues for FY 2023-24 through December 31, 2023. Revenues are lower than anticipated due to rate increase that was implemented on September 1, 2023, but not realized until the November 15th billing. As with the Water Fund, due to the timing of the bi-monthly billing cycle, this amount does not include charges from November and December 2023. Attachment 7 provides details for Wastewater Fund revenues.

Wastewater expenses through December 31, 2023 are \$1,527,648. Overall Wastewater spending is at 34% for the fiscal year. The lower amount expended is due to outstanding contracts and timing of invoices. Attachment 8 provides a summary of spending by Department for FY 2023-24 Q2 for the Wastewater Fund.

While spending for the Wastewater Fund is on track, staff is recommending the following budget adjustments due to unforeseen expenses. During FY 2023-24, the St. Helena Wastewater Treatment plant experienced a complete failure at the influent structure consisting of channel monsters and influent pumps that grind and pump wastewater to the pond system thus starting the conventional treatment process. As a result of this equipment failure, the City engaged multiple vendors to diagnose and provide quotes for the repairs of the influent pumps and equipment replacement. The costs for these adjustments are included in the budget increase recommendations below.

Table 8 - Wastewater Fund Expenditure Budget Increase Recommendations

Account	Description	Adjustment
WASTEWATER FUND EXPENSES		
571-50-00-20	PW Financial Analyst - Salary & Benefits	13,070
571-50-20-21-25	Equipment Rental for SSO	35,000
571-50-29-21-25	Equipment Rental for WWTP	25,000
571-50-29-21-45	OTS Staffing Contract Amendment	50,000
571-50-29-21-45	Engineering for Napa Riverbank Repair	49,000
571-50-29-21-45	Channel Monster Equipment	89,054
571-50-29-21-45	Repair and Rebuild Influent Pumps at WWTP	57,200
571-50-29-23-15	Equipment Maintenance	32,206
TOTAL WASTEWATER FUND BUDGET INCREASE		350,530

Table 9 - Wastewater Fund Estimated Net Position at 06/30/2024

Estimated Ending Fund Balance at 06/30/2023		2,685,479	Fund Balance %
Estimated Revenue at 06/30/2024	4,744,521		
Estimated Expenses at 06/30/2024 ⁽¹⁾	(5,730,068)		
Purchase Order Rollovers ⁽²⁾	(181,780)		
Use of Fund Balance	985,547		
Estimated Fund Balance		1,518,151	26%

⁽¹⁾ Total expenses include previously approved budget adjustments and mid-year recommended adjustments.

⁽²⁾ Rollover Purchase Orders are for expenses that were budgeted and encumbered in FY 2022-23 but were not expended by June 30, 2023.

Table 10 - Wastewater Fund Estimated Net Position at 06/30/2025

Estimated Ending Fund Balance at 06/30/2024		1,518,151	Fund Balance %
Estimated Revenues at 06/30/2025	5,223,124		
Estimated Expenses at 06/30/2025	(5,223,124)		
Use of Fund Balance	-		
Estimated Fund Balance		1,518,151	29%

Water and Wastewater Funds - Aging Report

Revenues for both the water and wastewater systems are recognized as soon as they are earned as opposed to when they are collected. Therefore, when the bi-monthly utility bill is processed, the revenues are recorded in the financial software system. City staff continues to work with customers by providing payment plans to resolve past due balances. Table 12 provides a summary of the past due amounts compared to the same time the previous year.

Table 12 - Water and Wastewater Aging Report

Year	30 - 60 Days	60 - 90 Days	90 - 120 Days	Over 120 Days
12/31/21	814,172	347,822	1,540,523	757,203
12/31/22	255,904	1,755	140,365	2,216,378
12/31/23	241,791	17,338	63,870	1,121,201

St. Helena CARES Low Income Subsidy

The St. Helena CARES Subsidy (CARES) program currently has 100 participants. This is a decrease of seven participants since the prior report. The subsidy for FY 2023-24 Q2 is \$18,021.56. Funds for this program are allocated through the annual budget process. The adopted FY 2023-24 budget programmed \$75,000 for CARES.

Leak Adjustment Subsidy

The leak subsidy for Q2 FY 2023-24 totals \$4,584 which represents eight approved leak adjustments. Reasons for the leak adjustments include broken pipes, irrigation leaks, and a backflow valve leak. The adopted FY 2023-24 budget programmed \$15,000 for CARES.

OTHER FUNDS

Budget increases are being recommend as follows:

Table 13 - Summary of Other Funds Budget Adjustments

Account	Department	Notes	Amount
OTHER FUNDS REVENUES			
212-34-61-00-00	Police	Officer DUI Grant	146,419
733-39-98-00-00	Public Works	Transfer from GF for Lyman Park Project	100,000
OTHER FUNDS EXPENSES			
212-49-00-20-10	Police	DUI Officer Salary - Grant Funded	98,069
212-49-00-21-55	Police	DUI Training - Grant Funded	1,500
212-49-00-26-30	Police	DUI Police Vehicle - Grant Funded	46,850
288-47-28-21-45	Parks & Recreation	4th of July Expenses	4,555
288-47-28-22-15	Parks & Recreation	4th of July Expenses	1,528
733-50-56-31-00	Public Works	Lyman Park Project - Design & Rehab	100,000
740-50-00-21-45	Public Works	Traffic Mitigation Fees - Streets Master Plan	20,000

FY 2023-24 Q2 Checks over \$50,000

Per staff recommendations on April 10, 2015, and as adopted by Fiscal Policy P-FI-0016, Attachment 1 provides an account of all check over \$50,000 issued in FY 2023-24 Q2.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Resolution 2024- FY23 Mid Year Budget Adjustments](#)

[Attachment 1 - Checks by Date](#)

[Attachment 2 - Estimated Cash Balances at 12.31.23](#)

[Attachment 3 - General Fund Revenue Worksheet Historical by Type Q2](#)

[Attachment 4 - Q2 General Fund Expenses](#)

[Attachment 5 - Q2 Water Revenues](#)

[Attachment 6 - Q2 Water Expenditures](#)

[Attachment 7 - Q2 Wastewater Revenues](#)

[Attachment 8 - Q2 Wastewater Expenditures](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION APPROVING FY 2023-24 MID-YEAR BUDGET ADJUSTMENTS TO THE GENERAL FUND, WATER FUND, WASTEWATER FUND, DUI GRANT FUND, FOURTH OF JULY FUND, CIVIC CAPITAL FUND, AND TRAFFIC MITIGATION IMPACT FEE FUND.

- A. The City has traditionally amended its budget during the year as new and updated information becomes available; and
- B. It is necessary to increase revenue and expense projections for the General Fund, Water Fund, Wastewater Fund, DUI Grant Fund, Fourth of July Fund, Civic Capital Fund, and Traffic Mitigation Impact Fee Fund.

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

- 1. Adoption of this resolution is not subject to CEQA; and
- 2. Authorizes budget adjustments to the following:

General Fund Revenues

Account	Description	Adjustment
General Fund Revenues		
101-30-10-00-00	Property Tax - Secured	151,256
101-30-11-00-00	ERAF Shift to State	72,297
101-30-20-00-00	Property Tax - Unsecured	8,451
101-32-20-00-00	Homeowner Property Tax	(817)
101-30-40-00-00	Sales Tax	(317,288)
101-30-44-00-00	Sales Tax – Measure D	(236,656)
101-32-80-00-00	Emergency Relief	15,312
101-34-71-00-00	State Mandated Costs	36,940
101-36-10-00-00	Rental Income	25,000
Total General Fund Revenue Adjustment		(245,235)

General Fund Expense

Account	Description	Adjustment
General Fund Expenses		
101-40-00-21-55	Training & Development	7,000
101-40-00-23-35	ZOOM Subscriptions	8,700
101-41-00-21-40	Goal Setting	15,000
101-41-00-21-45	Regional Climate Action & Adaption Plan	12,049
101-42-10-21-45	Dash Data – Scanning Project	25,000
101-42-10-21-45	Campaign Disclosure Document Program	5,000
101-42-10-21-45	Municipal Code Update	8,000
101-42-00-21-45	Opinion Research & Ballot Feasibility	50,000
101-45-00-21-45	Client First Software Upgrade	50,000
101-47-40-20-20	Part-time Recreation Staffing	15,000
101-49-00-21-40	Police Investigations	5,000
101-49-00-21-45	Vesta Modular – Police Trailer Rental	58,013
101-50-00-29-99	Transfer to Civic Capital for Lyman Park Project	100,000
101-50-00-20	PW Financial Analyst – Salary & Benefits	15,684
101-50-00-21-30	Plan Check Review Services	24,000
101-50-13-23-15	Public Works Equipment Repairs	15,000
101-50-15-22-15	Signage Replacement	15,000
101-50-27-22-15	Electric Leaf Blowers & Crane Park Repairs	25,000
Total General Fund Budget Increase		453,446

Water Fund Expenditures

Account	Description	Adjustment
Water Fund Expenditures		
561-50-00-20	PW Financial Analyst – Salary & Benefits	23,526
561-50-30-21-45	Hydraulic Model	120,000
561-50-31-22-19	Meter and Hydrant Replacement	25,000
561-50-34-21-25	Equipment Rental Costs	60,000
561-50-34-21-45	Defensible Space at WTP	15,000
561-50-34-22-35	Process Chemicals for WTP	90,000
561-50-34-23-15	Purchase 4 VFDs for Chemical Feed Pumps	20,000
561-50-34-26-30	Boat for Algaecide Transport at Bell Canyon	30,000
561-50-34-26-30	Decant Pump for Sludge Ponds	60,000
Total Water Fund Budget Increase		443,526

Wastewater Fund Expenditures

Account	Description	Adjustment
Wastewater Fund Expenditures		
571-50-00-20	PW Financial Analyst – Salary & Benefits	13,070
571-50-20-21-25	Equipment Rental for SSO	35,000
571-50-29-21-25	Equipment Rental for WWTP	25,000
571-50-29-21-45	OTS Staffing Contract Amendment	50,000
571-50-29-21-45	Engineering for Napa Riverbank Repair	49,000
571-50-29-21-45	Channel Monster Equipment	89,054
571-50-29-21-45	Repair and Rebuild Influent Pumps at WWTP	57,200
571-50-29-23-15	Machine Equipment Maintenance	32,206
Total Wastewater Fund Budget Increase		350,530

Other Fund Expenses

Account	Description	Adjustment
Other Funds Revenues		
212-34-61-00-00	Officer DUI Grant	146,419
733-39-98-00-00	Transfer from GF for Lyman Park Project	100,000
Total Other Funds Revenue Increases		246,419
Other Funds Expenditures		
212-49-00-20-10	DUI Officer Salary – Grant Funded	98,069
212-49-00-21-55	DUI Training – Grant Funded	1,500
212-49-00-26-30	DUI Police Vehicle – Grant Funded	46,850
288-47-28-21-45	4 th of July Expenses	4,555
288-47-28-22-15	4 th of July Expenses	1,528
733-50-56-31-00	Lyman Park Project – Design & Rehab	100,000
740-50-00-21-45	Traffic Mitigation Fees – Streets Master Plan	20,000
Total Other Funds Budget Increases		272,502

Approved at a Regular Meeting of the St. Helena City Council on January 23, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

ATTACHMENT 1

Accounts Payable

Checks by Date - Summary by Check Date

User: Mandy
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
119910	REMIF	REMIF	10/02/2023	72,738.60
119914	THOMPBU	Thompson Builders Corporation	10/02/2023	342,609.49
Total for 10/2/2023:				415,348.09
119976	MURRAYBU	Murray Building, Inc.	10/09/2023	91,578.50
119977	NAP06	NAPA, CITY OF	10/09/2023	142,859.38
119994	BBKLAW	Best Best & Krieger, Attorneys at Law	10/09/2023	109,216.04
Total for 10/9/2023:				343,653.92
120057	THOMPBU	Thompson Builders Corporation	10/13/2023	320,080.70
Total for 10/13/2023:				320,080.70
120079	OTS	OTS	10/16/2023	308,658.60
120287	NAP05	Westamerica Bank	10/16/2023	104,791.27
120288	PUB01	Public Emp Retirement System	10/16/2023	59,744.26
Total for 10/16/2023:				473,194.13
120121	OTS	OTS	10/17/2023	69,104.62
Total for 10/17/2023:				69,104.62
120126	ALTEC	Altec Industries, Inc.	10/20/2023	171,904.23
120178	NVWT	Napa Valley Wine Train	10/20/2023	115,300.00
Total for 10/20/2023:				287,204.23
120220	REMIF	REMIF	10/24/2023	66,506.12
Total for 10/24/2023:				66,506.12
120294	NAP05	Westamerica Bank	10/25/2023	94,624.96
120295	PUB01	Public Emp Retirement System	10/25/2023	59,623.72
Total for 10/25/2023:				154,248.68
120233	Argonaut	Argonaut Constructors	10/26/2023	74,496.66
120237	CIRA	CIRA	10/26/2023	807,207.74
120253	OTS	OTS	10/26/2023	71,447.21
Total for 10/26/2023:				953,151.61
120301	CIRA	CIRA	11/02/2023	492,334.00
120320	BBKLAW	Best Best & Krieger, Attorneys at Law	11/02/2023	109,942.88
Total for 11/2/2023:				602,276.88
120381	THOMPBU	Thompson Builders Corporation	11/08/2023	161,994.00
Total for 11/8/2023:				161,994.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
120407	NAP06	NAPA, CITY OF	11/15/2023	156,020.60
Total for 11/15/2023:				156,020.60
120454	CDPOWER	CD & Power	11/28/2023	786,820.00
120468	MITDIVIN	MIT Diving & Coating	11/28/2023	89,446.25
120483	REMIF	REMIF	11/28/2023	74,685.68
Total for 11/28/2023:				950,951.93
120572	CDPOWER	CD & Power	12/07/2023	113,023.30
Total for 12/7/2023:				113,023.30
120607	CDPOWER	CD & Power	12/13/2023	77,416.65
120613	NAP06	NAPA, CITY OF	12/13/2023	137,828.44
Total for 12/13/2023:				215,245.09
120631	MITDIVIN	MIT Diving & Coating	12/14/2023	89,446.25
120632	OTS	OTS	12/14/2023	67,456.14
Total for 12/14/2023:				156,902.39
Report Total (30 checks):				5,438,906.29

ATTACHMENT 2

General Ledger
Balance Sheet w Acct Numbers by ALFRE



User: Mandy
Printed: 1/19/2024 2:35:39 PM
Period 01 - 06
Fiscal Year 2024

Fund	Description	Beg Bal	Debits	Credits	End Bal
101	General Fund	13,671,256	10,867,994	11,813,586	12,725,664
209	HOME Grant	27,405	19,984	18,867	28,523
210	Community Dev Block Grant	(111,516)	575,880	315,000	149,364
211	EPA Grant	-	-	-	-
212 ⁽¹⁾	DUI Grant	327	-	46,980	(46,653)
213	Officer Wellness Grant	15,319	15	15	15,319
216	Public Safety Impact	590,931	11,263	869	601,325
218	Public Library Foundation	1,315	2	2	1,315
219	CLSA State Library Grant	1,886	3	3	1,886
222	Park Bond Act	222	-	-	222
223	Skate Park Lighting Fund	1	-	-	1
224	Public Safety (COPS)	369,802	127,708	8,309	489,201
225	State Gas Tax 2105	30,965	16,809	33	47,741
226	State Gas Tax 2106	57,152	10,460	77	67,535
227	State Gas Tax 2107	33,723	23,294	1,748	55,269
228	State Gas Tax 21075	12,658	2,019	19	14,658
229	State Gas Tax 2103	148,081	28,017	205	175,893
230	RMRA	122,427	66,746	123	189,050
235	Measure A	45,788	68	68	45,788
237	Emergency Flood Relief	174,840	261	261	174,840
238	Training Development Fund	27,081	534	3,233	24,382
240	Measure T	4,321,066	741,917	5,833	5,057,150
241	Measure T - Class I Trails	85,950	100,429	429	185,950

Fund	Description	Beg Bal	Debits	Credits	End Bal
277	Prop 56 Grant	21,002	-	-	21,002
278	BSCC Grant	2,597	4	4	2,597
279	Asset Forfeit	49,851	75	75	49,851
280	Teen Center Recreation Dept	-	144	-	144
283	Tree City USA	-	-	-	-
286	Bocce Ball	58,763	3,590	29,605	32,748
287	Harvest Festival	(6,614)	24,525	15,485	2,426
288	Fourth of July	48,873	40,833	59,895	29,812
289	Recreation Program	-	1,695	373	1,321
290	Tourism Improvement District	140,207	397,446	291,899	245,754
291	SB-1186 State Fees	28,472	1,344	292	29,524
295	N.O.A.A.	2,718	4	4	2,718
329	Stabo Trust	37,434	56	56	37,434
375	Murray Ex Trust	20,151	1,228	29	21,350
380	Friends and Foundation	62,016	70,000	69,004	63,012
381	Ryan Library Trust	(3,037)	209	-	(2,828)
382	Martin Estate Trust	3,683	268	805	3,145
384	Tweed Trust	769,954	1,163	18,987	752,130
420	1996 GO Bonds	12,840	-	-	12,840
421	Fund	-	-	-	-
443	So St Helena Drainage Assessmt	30,208	45	45	30,208
561	Water Enterprise	6,836,497	3,967,663	4,328,950	6,475,210
562	1977 Water Bond	60,230	-	-	60,230
571	Sewer Enterprise	3,843,372	7,805,454	7,316,095	4,332,732
572	Wastewater Bond	-	-	-	-
581	Insurance Benefit Fund	76,226	-	4,663	71,563
582	Internal Service Garage Fund	(80,702)	360,388	189,886	89,800
592	Equipment Replacement Fund	1,009,454	100,166	125,682	983,939
593	Fire Equipment Replacement	159,362	237	302	159,298

Fund	Description	Beg Bal	Debits	Credits	End Bal
700	Flood Control Capital	429,305	644	42,302	387,647
713	Civic Impact	822,974	12,246	2,425	832,796
733	Capital Project Planning	404,843	-	186,499	218,345
734	Park Impact	1,303,461	31,373	1,928	1,332,906
740	Traffic Mitigation Impact	2,829,543	14,325	4,220	2,839,649
741	Street Capital Improvement	173,478	445,439	420,728	198,189
742	Storm Drain Improvement	748,078	10,578	1,106	757,550
743	TDA Grant	-	-	-	-
744	Housing Impact	-	-	-	-
745	Parking In-Lieu	656,397	980	980	656,397
751	Affordable Housing	551,494	23,228	29,668	545,055
752	Fund	909,800	213,348	1,876	1,121,273
763	Water Capital Project	(521,970)	2,028,900	384,092	1,122,837
764	Water Impact	411,662	8,948	620	419,990
773 ⁽¹⁾	Sewer Capital	(5,624,062)	5,624,062	3,095,630	(3,095,630)
774	Sewer Impact	2	5,590	974	4,619
890	General Fixed Assets	-	-	-	-
898	General Long Term Debt	-	-	-	-
999	Clearing Account	(35,905,241)	21,901,311	26,850,072	(40,854,003)
Asset Total		-	50,066,853	50,066,853	-

⁽¹⁾ Funds have receivables that are not reflected in the ending balance.



ATTACHMENT 3

General Fund Revenues

Account	Description	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Unaudited FY 2023	Adopted FY 2024	Q2 FY 2024	% Collected Q2 2024
Property Taxes									
101-30-10-00-00	Property Tax-Secured	3,940,490	4,109,646	4,491,375	4,557,240	4,762,539	4,898,632	2,385,380	
101-30-11-00-00	ERAF Shift to State	342,386	309,857	465,733	496,468	577,641	308,320	380,617	
101-30-20-00-00	Property Tax-Unsecured	125,292	127,427	22,927	145,360	138,795	159,420	145,620	
101-30-30-00-00	Prior Year Property Tax	1,035	964	4,323	9,361	-	1,699	-	
101-30-90-00-00	Real Property Transfer Tax	83,805	67,964	171,689	154,175	125,332	154,175	71,016	
101-32-05-00-00	In Lieu VLF	726,626	776,392	810,122	841,911	897,205	922,737	475,165	
101-32-20-00-00	Homeowner Property Tax	15,555	15,260	12,492	14,983	14,803	15,043	942	
Property Taxes		5,235,189	5,407,511	5,978,661	6,219,497	6,516,315	6,460,026	3,458,740	54%
Sales Tax									
101-30-40-00-00	Retail Sales/Use Tax	3,159,579	2,822,979	2,945,506	3,620,282	3,285,526	3,754,400	1,153,085	
101-30-42-00-00	Public Safety Sales Tax	61,687	66,742	69,493	76,783	82,610	80,300	28,723	
101-30-43-00-00	Sales Tax In Lieu	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	1,743,519	1,650,599	1,723,186	2,232,251	1,915,775	2,240,173	675,581	
Sales Tax		4,964,784	4,540,321	4,738,185	5,929,316	5,283,911	6,074,873	1,857,390	31%
Transient Occupancy Taxes									
101-30-50-00-00	Transient Occupancy Tax	3,296,741	2,470,808	1,558,565	4,434,291	4,070,799	3,820,555	1,808,308	
101-30-51-00-00	Transient Tax Penalty	64,084	11,154	15,689	10,463	14,450	9,036	1,919	
Transient Occupancy Taxes		3,360,825	2,481,962	1,574,254	4,444,754	4,085,249	3,829,591	1,810,227	47%
Other Taxes									
101-30-60-00-00	Franchise Tax	209,872	215,623	210,659	278,659	376,438	565,600	27,094	
Other Taxes		209,872	215,623	210,659	278,659	376,438	565,600	27,094	5%
Charges for Service									
101-30-61-00-00	Comcast PEG Access Fees	22,698	22,528	21,994	23,195	17,221	22,500	5,544	
101-30-75-00-00	Fire Inspection Fees	1,100	-	1,375	-	-	-	-	
101-31-21-00-00	Building Inspection Fees	-	-	-	-	-	-	-	
101-31-22-00-00	Building Admin Fees	-	-	-	-	-	-	-	
101-31-23-00-00	Other Fire Fees	2,850	-	2,850	5,350	-	-	-	
101-33-10-00-00	Planning Fees	-	-	-	-	-	-	-	
101-33-30-00-00	Sales Of Maps/Publications	210	59	108	11	-	150	-	
101-33-50-00-00	Police Services	33,439	19,168	7,002	53,324	21,244	25,000	8,424	
101-33-51-00-00	Animal Control Services	-	-	-	-	-	-	-	
101-33-60-00-00	Administrative Fees	-	-	-	75	-	-	-	
101-33-70-00-00	Planning Fees	(53,936)	-	6,000	-	-	-	-	
101-33-80-00-00	Engineering Fees	1,800	675	-	75	-	-	-	
Charges for Service		8,161	42,430	39,329	82,029	38,465	47,650	13,968	29%
Fines and Forfeits									
101-31-40-00-00	Vehicle Code Fines	28,136	22,446	24,974	68,562	46,852	37,900	17,531	
101-31-50-00-00	Other Police Fines	36,260	24,821	8,917	26,483	19,916	25,000	6,650	
101-31-55-00-00	A/R Late Penalty	3,959	215	144	276	2,002	500	1,305	
101-33-63-00-00	Civil Penalties	149,264	92,700	-	-	-	-	-	
101-34-20-00-00	Library Fines & Fees	4,087	86	-	-	-	-	-	
Fines and Forfeits		221,705	140,267	34,035	95,321	68,770	63,400	25,485	40%
Licenses and Permits									
101-30-70-00-00	Application & Permit Fees	5,475	4,250	3,375	1,375	11,650	2,000	1,250	
101-30-80-00-00	Business License	156,715	155,021	149,069	112,534	189,072	179,044	37,652	
101-30-81-00-00	Business License Penalty	1,555	798	619	129	347	350	7	
101-31-20-00-00	Building Permits	482,404	552,044	587,287	504,179	491,410	500,000	224,094	
101-33-15-00-00	Short Term Rental Permit	15,750	31,500	20,250	33,750	18,000	20,250	2,250	
101-33-74-00-00	Planning App & Permit Fees	180,329	85,429	111,100	78,838	131,265	115,965	109,850	
101-33-84-00-00	Public Works App & Permit Fees	39,300	41,175	54,300	58,350	62,975	38,000	25,625	
101-33-86-00-00	Well Permit Fee	2,600	2,600	-	1,300	650	1,300	-	
Licenses and Permits		884,127	872,817	926,000	790,456	905,368	856,909	400,728	47%
Development Fees									
101-33-81-00-00	Public Works Land & Dev Fees	25,600	19,360	20,800	13,600	7,200	7,500	4,800	
Development Fees		25,600	19,360	20,800	13,600	7,200	7,500	4,800	64%
Intergovernmental									
101-32-10-00-00	Motor Vehicle In-Lieu	2,937	-	-	-	-	-	-	
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	48,855	48,855	48,855	
101-32-80-00-00	Emergency Relief	269,490	120,930	952,591	1,152,059	43,651	-	15,312	
101-34-61-49-00	Contrib from Gov - Police	9,221	8,484	-	8,660	-	-	-	
101-34-71-00-00	Reimb State Mandated Costs	4,538	1,647	5,489	-	2,240	5,000	41,939	
101-34-73-00-00	Other State Revenue	18	1,355	13	-	-	-	10	
101-34-75-00-00	Restitution	181,227	200	26	-	-	-	-	
101-36-80-00-00	Library Abatement	3,877	3,302	5,522	3,652	5,051	5,051	3,594	
101-38-70-00-00	Allocation from Other Agency	1,948	-	-	-	-	-	-	
Intergovernmental		522,112	184,773	1,012,496	1,213,226	99,797	58,906	109,710	186%

General Fund Revenues

Account	Description	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Unaudited FY 2023	Adopted FY 2024	Q2 FY 2024	% Collected Q2 2024
Interest and Rents									
101-31-70-00-00	Investment Earnings	262,296	215,290	(97,343)	(329,259)	134,243	50,000	569	
101-34-76-00-00	Cash Overage/Shortage	22	61	-	52	(31)	-	-	
101-31-75-00-00	Interest Income	(93)	-	-	133	317	-	356	
101-36-10-00-00	Rental Income	153,805	89,101	79,904	97,272	108,758	37,360	61,686	
101-36-12-00-00	Rec Programs Facility Rental	865	-	-	-	-	-	-	
101-36-11-00-00	Tennis Court Rentals	1,225	750	-	225	14,568	225	-	
Interest and Rents		418,120	305,202	(17,438)	(231,577)	257,855	87,585	62,611	71%
Miscellaneous									
101-33-20-00-00	Legal Cost Recovery	32,726	-	-	-	-	-	-	
101-33-21-00-00	Storm Drain Cost Recovery	-	-	-	-	-	-	-	
101-33-40-00-00	Other Filing/Certification Fee	-	200	-	-	-	-	-	
101-34-22-00-00	Library Copies	2,946	1,585	-	1,504	2,146	1,500	976	
101-34-23-00-00	Library Lost Material	617	500	-	382	298	300	70	
101-34-24-00-00	Library Room Rental	305	150	-	-	38	-	-	
101-34-31-00-00	Donations	-	300	-	1,000	-	-	-	
101-34-31-48-00	Donations - Fire Department	-	-	4,000	-	6,200	-	9,000	
101-34-31-49-00	Donations - Police Department	-	-	1,500	-	2,576	-	-	
101-34-51-00-00	Sale of Capital Assets	1,155	3,795	633	6,687	-	-	-	
101-34-60-00-00	Contributions from non-govt	-	-	-	-	-	-	-	
101-34-61-00-00	Contributions from Government	-	-	1,058,502	1,041,554	-	-	-	
101-34-61-46-00	Contributions from Gov - Library	-	2,000	500	1,000	-	-	-	
101-34-70-00-00	Other Revenue	123,934	41,033	39,123	99,863	39,233	55,000	18,805	
101-34-70-22-47	Other Revenue - Jingle	-	4,389	-	-	-	-	-	
101-34-70-47-00	Other Revenue - Recreation	-	-	123,996	186,522	177,238	160,000	47,382	
101-34-70-47-01	Other Revenue	-	-	-	-	-	-	-	
101-34-74-00-00	Insurance Refund	-	1,244	-	-	-	-	-	
101-39-98-00-00	Operating Transfers In	15,319	5,367	834,123	4,486	172,715	6,066	6,066	
Miscellaneous		177,001	60,562	2,062,376	1,342,998	400,444	222,866	82,299	37%
TOTALS		16,027,495	14,270,828	16,579,356	20,178,279	18,039,813	18,274,906	7,853,051	43%

ATTACHMENT 4

General Ledger
Quarterly Budget Report GF Expenses

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Period 01 - 06
Fiscal Year 2024



Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,712,344	482,245	2,043,801	1,536,885	24,671	1.21%
Council	493,157	16,049	503,157	150,279	336,829	66.94%
Administration	1,165,382	70,082	1,221,821	564,126	587,612	48.09%
Finance	1,058,651	208,944	1,224,497	443,825	571,729	46.69%
Attorney	496,000	-	496,000	247,886	248,114	50.02%
Planning/Building	2,061,826	117,716	2,250,973	718,702	1,414,555	62.84%
Library	1,003,363	33,861	1,003,363	451,819	517,683	51.59%
Parks & Recreation	1,113,599	44,490	1,113,599	534,090	535,019	48.04%
Fire	2,526,838	-	2,526,838	1,350,746	1,176,092	46.54%
Police	4,127,622	-	4,127,622	2,240,787	1,886,835	45.71%
Public Works	4,342,596	312,678	4,657,886	1,470,924	2,874,284	61.71%
Grand Total	20,101,378	1,286,065	21,169,557	9,710,068	10,173,424	48.06%

ATTACHMENT 5

General Ledger
Quarterly Budget Report Water Revenues



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Period 01 - 06
Fiscal Year 2024

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise					
561-38-10-00-00	Water Revenue	\$ (670.00)	\$ -	\$ (670.00)	\$ (94.60)	\$ (575.40)
561-38-10-00-01	Residential-Inside CL	\$ (4,143,305.00)	\$ -	\$ (4,143,305.00)	\$ (1,264,052.35)	\$ (2,879,252.65)
561-38-10-00-50	Residential-Outside CL	\$ (421,311.00)	\$ -	\$ (421,311.00)	\$ (91,668.92)	\$ (329,642.08)
561-38-10-01-00	Multi-Dwelling-Inside CL	\$ (1,015,327.00)	\$ -	\$ (1,015,327.00)	\$ (277,820.43)	\$ (737,506.57)
561-38-10-01-50	Multi Dwelling-Outside CL	\$ (6,529.00)	\$ -	\$ (6,529.00)	\$ (1,612.98)	\$ (4,916.02)
561-38-10-10-00	General Commercial-Inside CL	\$ (2,895,767.00)	\$ -	\$ (2,895,767.00)	\$ (872,140.51)	\$ (2,023,626.49)
561-38-10-17-00	Landscape Meter	\$ (205,915.00)	\$ -	\$ (205,915.00)	\$ (113,998.08)	\$ (91,916.92)
561-38-10-99-10	Fire Service-Inside CL	\$ (71,793.00)	\$ -	\$ (71,793.00)	\$ (33,149.88)	\$ (38,643.12)
561-38-10-99-20	Fire Service-Outside CL	\$ (16,786.00)	\$ -	\$ (16,786.00)	\$ (8,506.48)	\$ (8,279.52)
561-38-10-99-50	Finance Charges	\$ (18,000.00)	\$ -	\$ (18,000.00)	\$ (54,016.27)	\$ 36,016.27
10	SB2 Planning Grant	\$ (8,795,403.00)	\$ -	\$ (8,795,403.00)	\$ (2,717,060.50)	\$ (6,078,342.50)
561-38-60-00-00	Water Meter Install Fee	\$ (5,500.00)	\$ -	\$ (5,500.00)	\$ (558.65)	\$ (4,941.35)
60	Water Meter Install Fee	\$ (5,500.00)	\$ -	\$ (5,500.00)	\$ (558.65)	\$ (4,941.35)
561-31-70-00-00	Investment Earnings	\$ (50,000.00)	\$ -	\$ (50,000.00)	\$ -	\$ (50,000.00)
561-34-70-00-00	Other Revenue	\$ (3,000.00)	\$ -	\$ (3,000.00)	\$ (4,125.00)	\$ 1,125.00
561-38-70-00-00	CARE Subsidy	\$ 47,000.00	\$ -	\$ 47,000.00	\$ 10,056.43	\$ 36,943.57
70	CARE Subsidy	\$ (6,000.00)	\$ -	\$ (6,000.00)	\$ 5,931.43	\$ (11,931.43)
561-34-71-00-00	Water Emergency Penalties	\$ -	\$ -	\$ -	\$ 32,845.46	\$ (32,845.46)
71	Water Emergency Penalties	\$ -	\$ -	\$ -	\$ 32,845.46	\$ (32,845.46)
561-33-83-00-00	Raw Water Permit Fees	\$ (400.00)	\$ -	\$ (400.00)	\$ (300.00)	\$ (100.00)
83	Raw Water Permit Fees	\$ (400.00)	\$ -	\$ (400.00)	\$ (300.00)	\$ (100.00)
Grand Total		\$ (8,807,303.00)	\$ -	\$ (8,807,303.00)	\$ (2,679,142.26)	\$ (6,128,160.74)

ATTACHMENT 6

General Ledger Quarterly Budget Report Water Expenditures

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Period 01 - 06
Fiscal Year 2024



Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,084,234	-	2,309,692	725,546	1,584,146	68.59%
Council	25,576	-	25,576	10,723	14,853	58.07%
Administration	350,138	-	350,138	183,777	166,361	47.51%
Finance	610,606	58,435	651,248	250,514	342,299	52.56%
Attorney	159,500	-	159,500	27,389	132,111	82.83%
Public Works	6,483,516	942,705	6,872,309	2,359,293	3,570,311	51.95%
Grand Total	8,713,570	1,001,140	10,368,463	3,557,243	5,810,080	56.04%

ATTACHMENT 7

General Ledger
Quarterly Budget Report WW Revenues



User: Mandy
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Period 01 - 06
Fiscal Year 2024

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	(30,000)	(30,000)	-	(30,000)
31	SEWER ENTER. INVESTMENT EARNINGS	(30,000)	(30,000)	-	(30,000)
571-34-70-00-00	Other Revenue	(9,600)	(9,600)	(300)	(9,300)
571-34-80-00-00	Annexation Fees	-	-	(4,900)	4,900
34	SEWER ENTER. OTHER REVENUE	(9,600)	(9,600)	(5,200)	(4,400)
571-35-00-00-00	Residential	(2,152,298)	(2,152,298)	(592,902)	(1,559,396)
571-35-00-01-00	Multiple Dwelling	(333,161)	(333,161)	(121,466)	(211,695)
571-35-00-03-00	Laundromat	(21,809)	(21,809)	(6,088)	(15,721)
571-35-00-10-00	General Commercial	(1,769,969)	(1,769,969)	(507,800)	(1,262,169)
571-35-00-11-00	Restaurants	(140,397)	(140,397)	(54,053)	(86,344)
571-35-00-12-00	Service Station	(3,172)	(3,172)	(915)	(2,257)
571-35-00-14-00	Motels-No Food Service	(186,416)	(186,416)	(47,105)	(139,311)
571-35-00-15-00	Supermarkets	(18,080)	(18,080)	(5,844)	(12,236)
571-35-00-18-00	Mixed Retail-Plus Food Service	(23,718)	(23,718)	(8,402)	(15,316)
571-35-00-20-00	Industrial	(30,954)	(30,954)	(15,729)	(15,225)
571-35-00-30-00	Libraries & Schools	(32,120)	(32,120)	(21,359)	(10,761)
571-35-00-60-60	Car Wash	(2,127)	(2,127)	(801)	(1,326)
35	SEWER ENTER. SEWER-RESIDENTIAL	(4,714,221)	(4,714,221)	(1,382,464)	(3,331,757)
571-38-10-99-50	Finance Charges	(9,500)	(9,500)	(29,080)	19,580
571-38-65-00-00	Sewer Connection Fee	(1,300)	(1,300)	(900)	(400)
571-38-70-00-00	CARE Subsidy	20,100	20,100	8,815	11,285
38	Dept	9,300	9,300	(21,165)	30,465
571	Sewer Enterprise	(4,744,521)	(4,744,521)	(1,408,829)	(3,335,692)
Grand Total		(4,744,521)	(4,744,521)	(1,408,829)	(3,335,692)

ATTACHMENT 8

General Ledger

Quarterly Budget Report Wastewater Expenditures



User: Mandy
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 Period 01 - 06
 Fiscal Year 2024

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	998,878	-	998,878	244,955	753,923	75.48%
Council	25,576	-	25,576	10,723	14,853	58.07%
Administration	235,861	-	235,861	124,458	111,403	47.23%
Finance	472,914	48,988	506,675	199,737	257,950	50.91%
Attorney	126,500	-	126,500	10,843	115,657	91.43%
Public Works	3,246,362	212,760	3,394,382	936,933	2,244,689	66.13%
Grand Total	5,106,090	261,749	5,287,872	1,527,648	3,498,476	66.16%



FY 2023-24 Mid Year Budget Review

By: Mandy Kellogg,
Administrative Services
Director

January 23, 2024
City Council Meeting



Fiscal Year 2023 Performance Revenues versus Expenses

	Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues	18,040,199	18,646,610	606,411
Expenditures	22,708,107	19,115,077	3,593,030
Revenues Over Expenditures	(4,667,908)	(468,467)	4,199,441



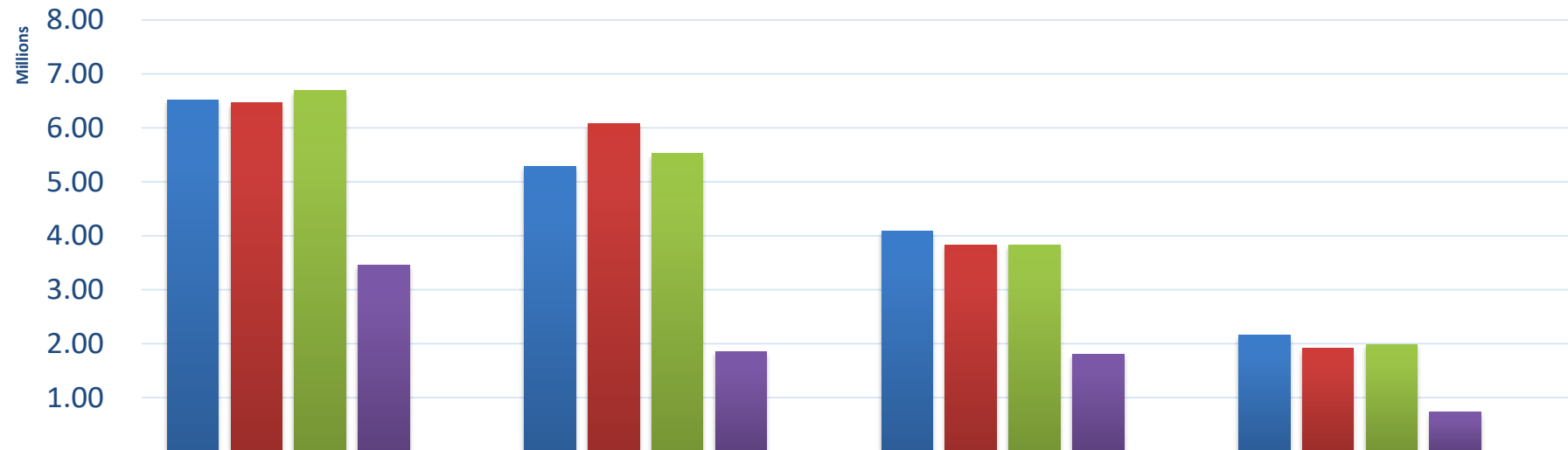
Fiscal Year 2024

Projected Revenues versus Expenses

Adjusted FY 2023-24 Budget	Amount
Projected Revenues	18,274,906
Authorized Expenses	20,455,443
Use of Fund Balance	2,180,537



Fiscal Year 2024 Overview of Revenues – General Fund



	Property Tax	Sales Tax	TOT	Other Taxes
■ FY23 Actuals	6,516,315	5,283,911	4,085,249	2,154,338
■ FY24 Adopted Budget	6,460,026	6,074,873	3,829,591	1,910,416
■ FY24 Adjusted Budget	6,691,483	5,520,929	3,829,591	1,987,668
■ Q2 FY24 Collected	3,458,740	1,857,390	1,810,227	726,695
■ % of Budget Collected	52%	34%	47%	37%

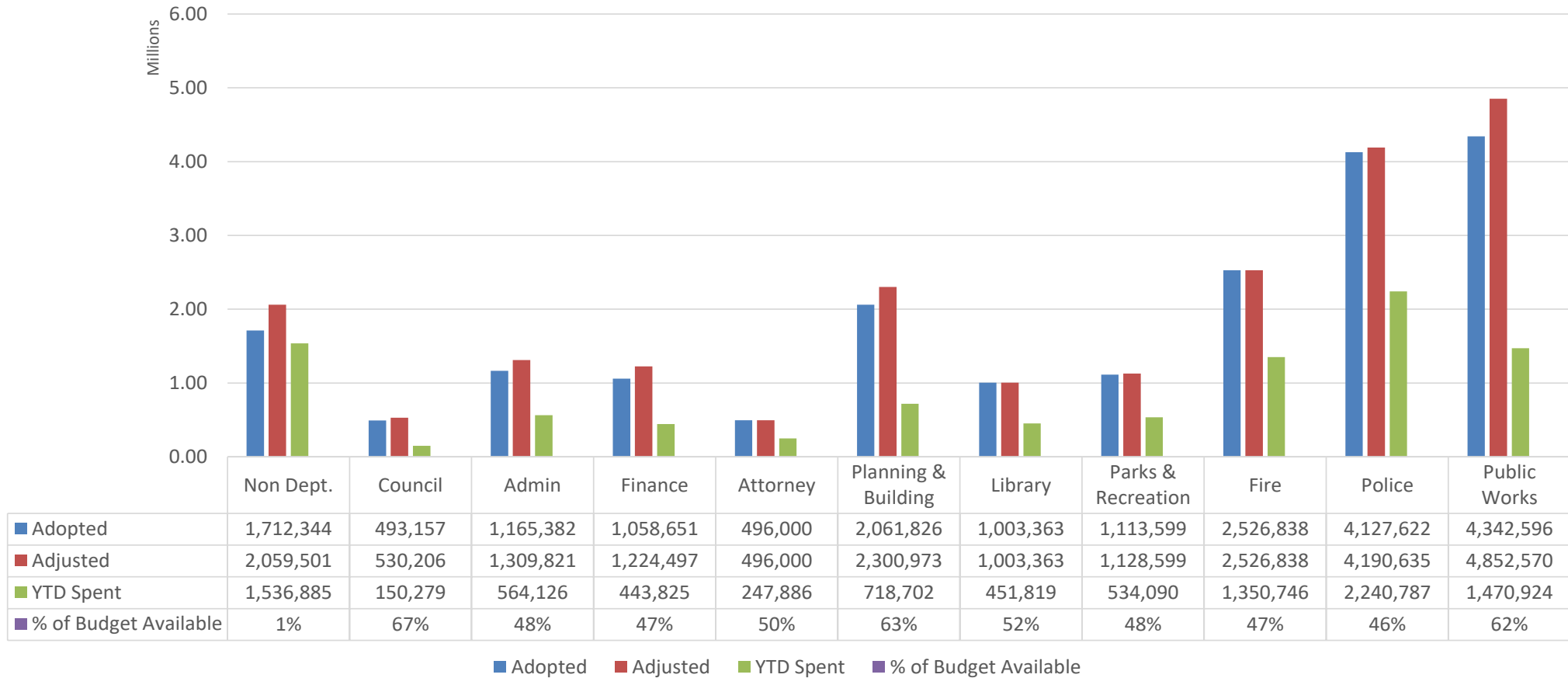


General Fund Revenue Adjustment Recommendations

Account	Description	Adjustment
101-30-10-00-00	Property Tax - Secured	151,526
101-30-11-00-00	ERAF Shift to State	72,297
101-30-20-00-00	Property Tax - Unsecured	8,451
101-32-20-00-00	Homeowner Property Tax	(817)
101-30-40-00-00	Sales Tax	(317,288)
101-30-44-00-00	Sales Tax – Measure D	(236,656)
101-32-80-00-00	Emergency Relief – Strike Team Reimbursement	15,312
101-34-71-00-00	State Mandated Costs Reimbursed	36,940
101-36-10-00-00	Rental Income	25,000
Total General Fund Revenue Adjustment		(245,235)



General Fund Overview of Q2 Expenses





General Fund Budget Increase Requests

Account	Description	Adjustment
101-40-00-21-55	Training & Development	7,000
101-40-00-23-35	ZOOM Subscriptions	8,700
101-41-00-21-40	Goal Setting	15,000
101-41-00-21-45	Regional Climate Action & Adaption Plan	12,049
101-42-10-21-45	Dash Data – Scanning Project	25,000
101-42-10-21-45	Campaign Disclosure Documents Program	5,000
101-42-10-21-45	Municipal Code Update	8,000
101-42-00-21-45	Opinion Research & Ballot Feasibility	50,000
101-45-00-21-45	Client First Software Upgrade	50,000
101-47-40-20-20	Part-time Recreation Staff Hours	15,000
101-49-00-21-40	Police Investigations	5,000
101-49-00-21-45	Vesta Modular – Police Trailer Rental	58,013
101-50-00-20	PW Financial Analyst – Salary & Benefits	15,684
101-50-00-29-99	Transfer to Civic Capital for Lyman Park Improvement Project	100,000
101-50-00-21-30	Development Plan Check/Surveyor Services	24,000
101-50-13-23-15	Public Works Equipment Repairs	15,000
101-50-15-22-15	Signage Replacement	15,000
101-50-27-22-15	Electric Leaf Blowers	25,000
Total General Fund Budget Increase		453,446



Position And Allocation Analysis

Addition of 1.0 FTE in Public Works

Public Works Financial Analyst – *Estimated Start Date: March 1, 2024*

Approximate Annual Cost - \$158,464

- Fiscal Year 2023-24 Estimated Cost - \$52,821

Major Responsibilities:

1. Request for Proposals (RFPs) for consultants
2. Construction management related to the CIP
3. Capital project budgeting
4. Contract management

Allocation Analysis

Fund	# of Projects	Allocation Based on # of Projects	Cost of Projects	Allocation Based on Cost of Projects	Hybrid Allocation
General Fund - 101	26	36%	14,601,816	25%	30%
Water Fund - 561	25	35%	32,140,867	54%	45%
Wastewater Fund - 571	21	29%	12,347,263	21%	25%



Overview of FY24 Unfunded Needs

General Fund

Description	Amount
Fuel Reduction Project	100,000
Recreation Vehicle – Lease Annual Cost (estimate)	18,000
LED Light Replacement	10,000
Signage Replacement	10,000
Baldwin Park Fence Replacement	80,000
Total	218,000



General Fund Estimated Net Position: FY 2023-24

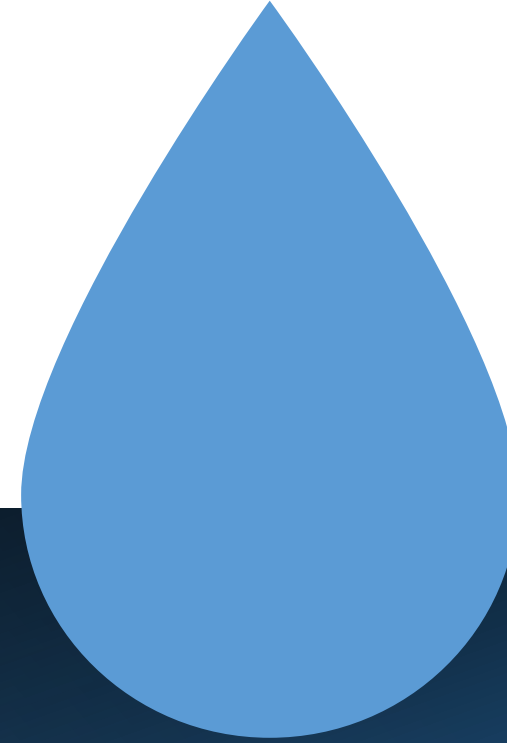
			Net Position %
Unassigned Ending Fund Balance @ 6/30/23		14,039,235	
Estimated Revenue @ 6/30/24	18,029,671		
Estimated Expenses @ 6/30/24	(20,909,051)		
Purchase Order Rollovers	(1,626,922)		
Use of Reserves	2,879,380		
Estimated Unassigned Net Position		9,532,933	46%



General Fund Estimated Net Position: FY 2024-25

			Net Position %
Estimated Ending Fund Balance @ 6/30/24		9,532,933	
Estimated Revenue @ 6/30/25	19,087,896		
Estimated Expenses @ 6/30/25	(20,002,020)		
Purchase Order Rollovers	-		
Use of Reserves	914,124		
Estimated Unassigned Net Position		8,618,809	43%

Water Fund



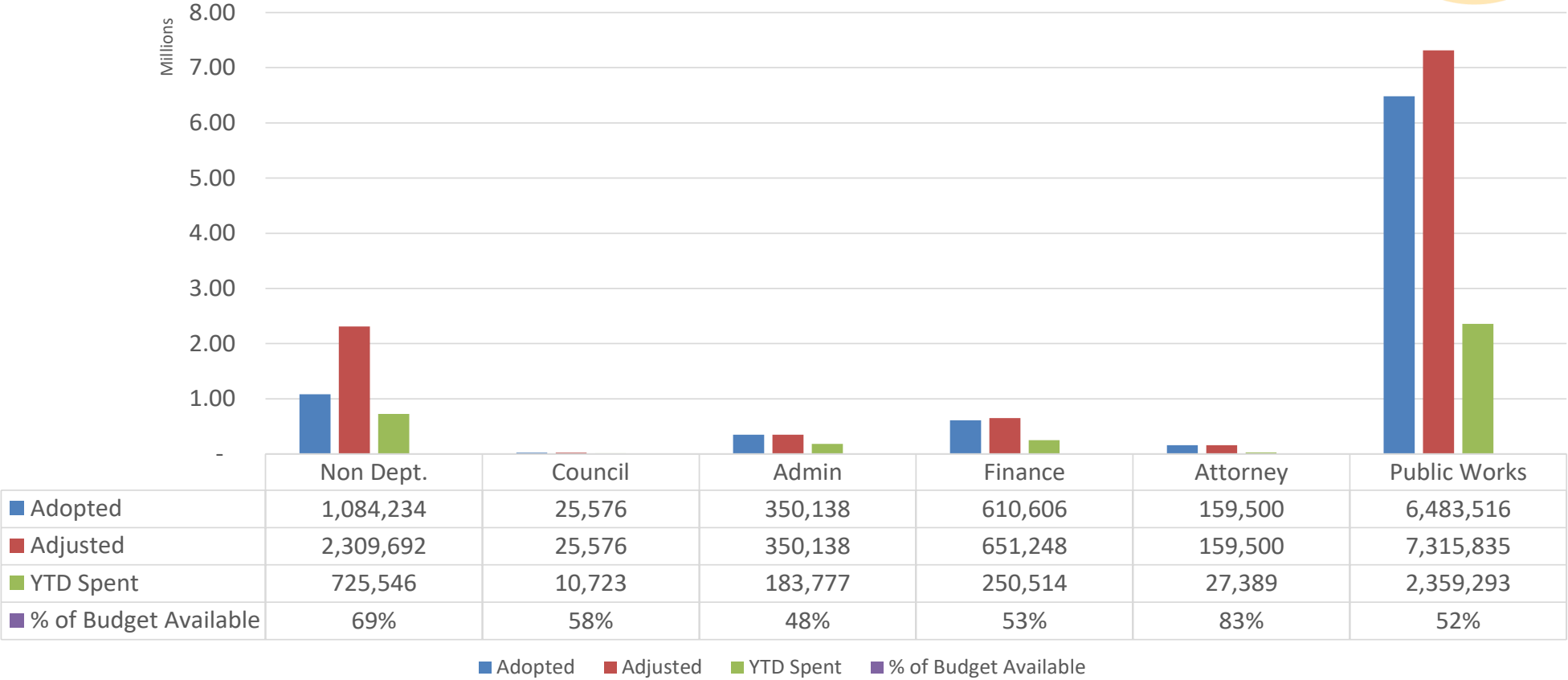
Water Fund – Revenue



Water Fund	2023/24 Adopted	2023/24 Adjusted	2023/24 Q2	% Collected
Revenues	8,807,303	8,807,303	2,679,142	30.4%

% Collected does not include billings for November and December 2023.

Water Fund – Q2 Expenses



Water Fund Budget Increase Recommendations



Account	Description	Adjustment
WATER FUND EXPENSES		
561-50-00-20	PW Financial Analyst – Salary and Benefits	23,526
561-50-30-21-45	Hydraulic Model	120,000
561-50-31-22-19	Meter and Hydrant Replacement	25,000
561-50-34-21-25	Equipment Rental Costs	60,000
561-50-34-21-45	Defensible Space at Water Treatment Plant	15,000
561-50-34-22-35	Process Chemicals for Water Treatment Plant	90,000
561-50-34-23-15	Purchase 4 VFDs for Chemical Feed Pumps	20,000
561-50-34-26-30	Boat for Algaecide Transport at Bell Canyon	30,000
561-50-34-36-30	Decant Pump for Sludge Ponds	60,000
TOTAL WATER FUND BUDGET INCREASE		443,526

Water Fund Estimated Fund Balance at June 30, 2024



		Fund Balance %
Ending Fund Balance @ 6/30/23	6,308,101	
Estimated Revenue @ 6/30/24	8,807,303	
Estimated Expenses @ 6/30/24	(10,061,870)	
Purchase Order Rollovers	(429,436)	
Use of Fund Balance	1,254,567	
Estimated Fund Balance	4,624,098	46%

Water Fund Estimated Fund Balance at June 30, 2025



		Fund Balance %
Ending Fund Balance @ 6/30/24	4,624,098	
Estimated Revenue @ 6/30/25	9,966,726	
Estimated Expenses @ 6/30/25	(9,966,726)	
Use of Fund Balance	-	
Estimated Fund Balance	4,624,098	46%

Wastewater Fund



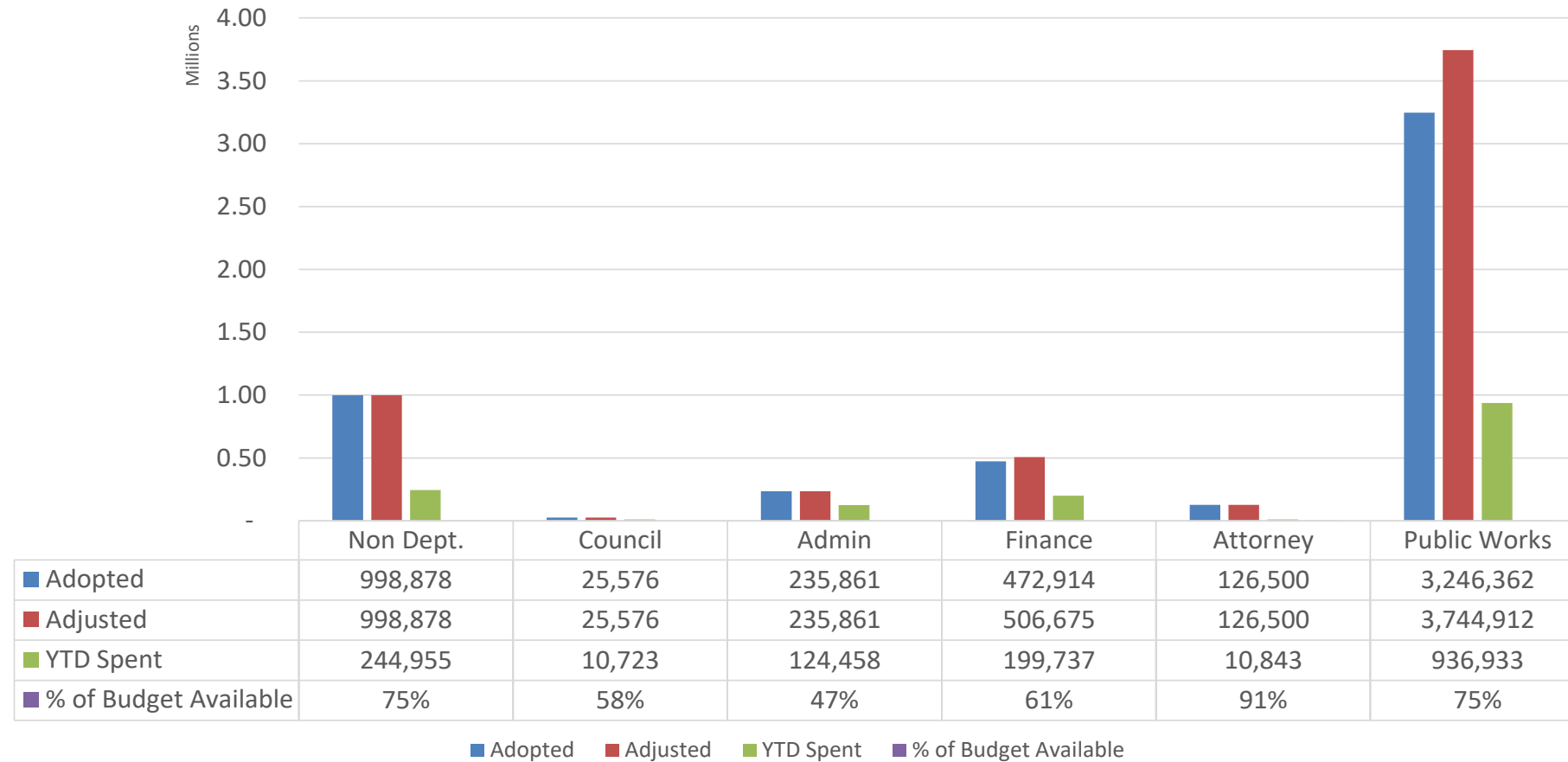
Wastewater Fund – Revenue



Wastewater Fund	2023/24 Adopted	2023/24 Adjusted	2023/24 Q2	% Collected
Revenues	4,744,521	4,744,521	1,408,829	29.7%



Wastewater Fund – Q2 Expenses



Wastewater Fund Budget Increase Recommendations



Account	Description	Adjustment
WASTEWATER FUND EXPENSES		
571-50-00-20	PW Financial Analyst – Salary and Benefits	13,070
571-50-00-21-25	Equipment Rental for SSO	35,000
571-50-29-21-25	Equipment Rental for WWTP	25,000
571-50-29-21-45	OTS Staffing Contract Amendment	50,000
571-50-29-21-45	Engineering for Napa Riverbank Repair	49,000
571-50-29-21-45	Channel Monster Equipment	89,054
571-50-29-21-45	Repair and Rebuild Influent Pumps at WWTP	57,200
571-50-29-23-15	Equipment Maintenance	32,206
TOTAL WASTEWATER FUND BUDGET INCREASE		350,530

Wastewater Fund Estimated Fund Balance at June 30, 2024



			Fund Balance %
Ending Fund Balance @ 6/30/23		2,685,479	
Estimated Revenue @ 6/30/24	4,744,521		
Estimated Expenses @ 6/30/24	(5,730,068)		
Purchase Order Rollovers	(181,780)		
Use of Fund Balance	985,547		
Estimated Fund Balance		1,518,151	26%

Wastewater Fund Estimated Fund Balance at June 30, 2025



		Fund Balance %
Ending Fund Balance @ 6/30/24	1,518,151	
Estimated Revenue @ 6/30/25	5,223,124	
Estimated Expenses @ 6/30/25	(5,223,124)	
Use of Fund Balance	-	
Estimated Fund Balance	1,518,151	29%

Water/Wastewater Receivable



Year	30-60 days	60-90 days	90-120 days	Over 120 days
12/31/23*	241,791	17,338	63,870	1,121,201

Other Funds Budget Adjustments – Revenues and Expenses



Account	Description	Adjustment
OTHER FUNDS REVENUES		
212-34-61-00-00	Police Officer DUI Grant	146,419
733-39-98-00-00	Transfer from GF for Lyman Park Project – Design and Rehab	100,000
OTHER FUNDS EXPENSES		
212-49-00-20-10	DUI Officer Salary – Grant Funded	98,069
212-49-00-21-55	DUI Training – Grant Funded	1,500
212-49-00-26-30	DUI Police Vehicle – Grant Funded	46,850
288-47-28-21-45	4 th of July Expenses – Contracts	4,555
288-47-28-22-15	4 th of July Expenses – Special Department Supplies	1,528
733-50-56-31-00	Lyman Park Project – Design and Rehab	100,000
740-50-00-21-45	Traffic Mitigation Fees – Streets Master Plan	20,000
Net Impact of Other Funds Budget Adjustments		26,083

CARES/Leak Adjustments



St. Helena Low Income Subsidy Program (CARES) – FY 2023/24 Q2

- 110 participants
- \$18,022 in subsidies

Water Leak Adjustments – FY 2023/24 Q2

- 8 leak adjustments
- \$4,584 in subsidies



Council Action



- Receive and File FY 2023-24 Q2
- Adopt a Resolution Approving Recommended Budget Adjustments



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	January 23, 2024
FROM:	Ethan Walsh, City Attorney
SUBJECT:	Consideration of Process for Appointment to Fill City Council Vacancy
RECOMMENDED ACTION:	Establish a process for the appointment of a new City Councilmember to fill the vacancy left by Councilmember Hardy's resignation.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	The purpose of this action is to request for that Council establish a process to consider applications to fill the City Council vacancy.
FINANCIAL IMPACT:	None

BACKGROUND:

Council Member Hardy has announced that he is resigning from the City Council, effective at the end of January.

DISCUSSION:

When a vacancy on the City Council occurs, the Council must, within 30 days of the commencement of the vacancy, either fill the vacancy by appointment, or call a special election. (Government Code §36512(b); St. Helena Municipal Code §2.04.020.[1]) However, if the City Council holds a special election to fill the vacancy, that election must be held at "the next regularly established election date" not less than 90 days from the call of the special election under the City Code, and not less than 114 days from the call of the special election under State law. (Id.)

The next regularly established election date in Napa County is March 5, 2024, which is less than 90 days from now. After that, the next regularly scheduled election date is November 5, 2024, which is the date when Council Member Hardy's term expires. The Council therefore could not call for a special election prior to the end of Council Member Hardy's term, and staff recommends that the Council agree upon a process for the appointment of a Council Member to fill the vacancy.

The appointment must be made within 30 days of commencement of the vacancy, and therefore the appointment must be made by March 1, 2024. The appointed Council

Member would serve for the remainder of Council Member Hardy's term, which expires on November 5, 2024.

If the City Council directs staff to proceed with a recruitment and appointment process, the following is proposed dates of actions:

Tentative Selection Timeline

<u>Date</u>	<u>Action</u>
1/23/24	Mayor invites candidates to apply to fill the vacancy
2/16/24	End of application period
2/23/24	Candidate Interviews
2/27/24	Appointment and Seating of new Council Member

There is no specific process required for the appointment to fill the vacancy. Council may discuss and agree upon an appropriate process.

[1] State law provides that the appointment or call of the election must occur within 60 days, but given that the Municipal Code requires a shorter timeframe, that is the deadline that the Council must meet.

DOCUMENTS ATTACHMENTS:

[Council Member Lester Hardy Resignation](#)



City of St. Helena
City Council

January 19, 2024

Mayor Dohring
City of St. Helena
1088 College Ave
St. Helena, CA 94574

Dear Mayor Dohring:

It is with a heavy heart that I submit my resignation from the St. Helena City Council effective January 31, 2024, but I find the time and effort required to be an effective City Council member conflicts with my responsibilities to my family, which must come first. Though I know there will be difficult and challenging decisions that come before the City Council in the coming months and years, I am confident the City is in good hands. The City of St. Helena has a bright future ahead, something we can all look forward to. It has been a pleasure to serve with you and the other members of the Council, and my respect and admiration for our staff has grown with every year.

Thank you for all that you do.

Best regards,

Lester Hardy
Council Member, City of St. Helena