



**City of St. Helena
City Council Meeting
Tuesday, February 13, 2024
465 Main Street, St. Helena**

**4:30PM Special Closed Session
Vintage Hall Wellness Center - First Floor**

**6:00PM Regular Open Session
Vintage Hall Board Room - Second Floor**

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@cityofsthenelena.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://sthenelena.civicweb.net/portal/>.

Page

1. 4:30PM SPECIAL CLOSED SESSION:
2. CALL TO ORDER
3. CLOSED SESSION PUBLIC COMMENT
Each public comment shall be limited to 4 minutes.
 - 3.1. Conference with Labor Negotiators, pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager
Employee Organization: Police Officers Association (POA), St. Helena Employees Association (SHEA)
 - 3.2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Sec. 54956.9)
Name of case: St. Helena Citizens for a Sustainable Future, et al. v. City of St. Helena et al. (Napa County Superior Court Case No. 23-CV-000938)
1. 6:00PM REGULAR MEETING OF THE ST. HELENA CITY COUNCIL
2. CALL TO ORDER
3. ROLL CALL
4. 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 23, 2024 9 - 17
[01-23-2024 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.Eric Hanson](#) 19 - 24
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.
 - 7.1. [07.01 - CIP Presentation 021324](#) 25 - 35
 - 7.2. [07.02 - Public Hearing Clarification SW SS W](#) 37 - 41
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. Quarterly Grant Report for FY 2024 Q2 for the reporting period ending December 31, 2023. 43 - 49

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

- 10.2. Consideration and Proposed Approval of a Resolution Confirming City Council's Intent for Use of Affordable Housing Trust Fund Monies for the Our Town St. Helena's Affordable Housing Project Located at 963 Pope Street. 51 - 65

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Approve the attached Resolution.
[Staff Report - Pdf](#)

- 10.3. Consideration and proposed adoption of a Resolution Amendment No. 4 to STH Contract: FY2023-002 in the amount of \$55,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not-to-exceed \$221,200. 67 - 82

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

- 10.4. Consideration and proposed adoption of a resolution approving a Professional Services Agreement with AlSCO Uniform Services Inc., for Citywide Uniform Services for a one-year contract period for a total not-to-exceed amount of \$20,135.66 with up to four additional one-year extensions. 83 - 111

CEQA Determination: Exempt
Prepared By: Clayton Church, Public Works Operations Manager,
Lesley Milton, Asst. to the City Manager
Recommendation:
Staff recommends City Council adopt the attached Resolution.
[Staff Report - Pdf](#)

- 10.5. Waiver of second reading and proposed adoption of Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property. 113 - 152

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Waive second reading and adopt an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance

responsibility of water laterals serving private property.

[Staff Report - Pdf](#)

- 10.6. Waiver of second reading and proposed adoption 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. 153 - 172

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Waive second reading and adoption the 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.

[Staff Report - Pdf](#)

[Public Comment.Mark Smithers](#)

- 10.7. Waiver of second reading and proposed adoption of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property. 173 - 184

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Waive second reading and adopt an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.

[Staff Report - Pdf](#)

- 10.8. Consideration and proposed adoption of a Resolution authorizing a Professional Services Agreement with Peterson Mechanical for Heating, Ventilation, and Air Conditioning Maintenance Services for a Not-To-Exceed Contract Amount of \$105,000.00 for a three-year contract term. 185 - 240

CEQA Determination: Not a CEQA project

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

Recommendation:

Approve the Resolution.

[Staff Report - Pdf](#)

- 10.9. Consideration and proposed adoption of a Resolution authorizing a Professional Services Agreement with JL Mechanical for maintenance services each for a 3-year period for a not-to-exceed contract value of \$240,000 with the option of two possible one-year extensions. 241 - 288

CEQA Determination: Not a CEQA project

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

Recommendation:

Approval of the Resolution.

[Staff Report - Pdf](#)

- 10.10. Consideration and proposed adoption of a Resolution authorizing a 3-year Professional Services Agreement with C&D Power for a not-to-exceed contract amount of \$210,000 for electrical generator maintenance, testing, and repair services. 289 - 340

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approval of the Resolution.

[Staff Report - Pdf](#)

- 10.11. Proposed approval of a resolution authorizing: 341 - 364
- (1) The addition of one full-time equivalent position effective immediately for a Recreation Manager; and
 - (2) Approving a budget adjustment in the amount of \$59,120 for the salary adjustments; and
 - (3) Duly adopting and approving publicly available pay schedule for Mid-Management Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a new salary schedule for the Recreation Manager Classification effective February 13, 2024; and
 - (4) Amendment #12 to the Unrepresented Compensation Program to include the Recreation Manager classification.

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

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

None

12. OLD BUSINESS

None

13. NEW BUSINESS

- 13.1. Consideration and direction whether the City desires to exercise its option to purchase an affordable housing unit at 1633 Voorhees Circle as provided in the Resale Restriction Agreement and Option to Purchase Agreement. 365 - 396

Estimated start time: 6:50 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Discuss and provide direction to staff regarding the option or the

Owner's attempt to sell.

[Staff Report - Pdf](#)
[Public Comment.Jordan Bentley](#)

- 13.2. Discuss and Make a Determination on the Water Penalty Appeal by Catherine Buck in the amount of \$74,893.30. 397 - 437

Estimated start time: 7:15 p.m.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Approve the Appeal.

[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 February 27, 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 DATE.



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 23, 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, Council Member Lester Hardy, and Council Member Billy Summers

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

5. ADOPTION OF THE MINUTES

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

Council Member Lester Hardy moved to approve Regular Meeting Minutes of January 9, 2024. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

NOES: None

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ABSENT: None
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

Leslie Stanton, David Knudsen, Doug Barr, Paul Asmuth, Richard Seiferheld, Maury Robertson, Michelle Deasy and Citizen addressed the City Council.

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 23, 2024 special City Council closed session meeting.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

None

9. STAFF BRIEFING

None

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 November 2023 Review and Forecasting of City Water Supply Availability.

CEQA Determination: Exempt
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.

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

CEQA Determination: Exempt
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.

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)

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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).

CEQA Determination: Exempt
Prepared By: Mario Traverso, Project Manager
Recommendation:
Approve the Resolution

- 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

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Staff recommends adoption of the attached Resolution.

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

CEQA Determination: Not a CEQA project
Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector
Recommendation:
Adopt the attached resolution.

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

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.

- 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.

CEQA Determination: Exempt
Prepared By: Clayton Church, Public Works Operations Manager, Lesley Milton, Asst. to the City Manager
Recommendation:

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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.

Council Member Lester Hardy moved to adopt the consent calendar as presented. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

11. PUBLIC HEARINGS

- 11.1 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.

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.

Joe Leach, Public Works Director reported on this item.

Mayor Dohring opened the public hearing and called for public comment.

Public Comment was received by Anthony Micheli.

Mayor Dohring closed the public hearing.

Council Member Lester Hardy moved to introduce and approve the first reading by title only 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. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None

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ABSENT: None
ABSTAIN: None
RECUSE: None

- 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.

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.

Joe Leach, Public Works Director reported on this item.

Mayor Dohring opened the public hearing and called for public comment.

No public comment was received.

Mayor Dohring closed the public hearing.

Council Member Lester Hardy moved to approve the introduction and first reading by title only of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

- 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.

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.

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Joe Leach, Public Works Director reported on this item.

Mayor Dohring opened the public hearing and called for public comment.

No public comment was received.

Mayor Dohring closed the public hearing.

Council Member Lester Hardy moved to approve the introduction and first reading by title only of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 11.4 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.

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.

Joe Leach, Public Works Director and Mario Traverso, Project Manager reported on this item.

Mayor Dohring opened the public hearing and called for public comment.

No public comment was received.

Mayor Dohring closed the public hearing.

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12. OLD BUSINESS

None

13. NEW BUSINESS

- 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.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution.

Mandy Kellogg, Administrative Services Director reported on this item.

No public comment was received.

Council Member Lester Hardy moved to approve a resolution approving Mid-Year Budget Adjustments for FY2023-24. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

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

Estimated start time: 7:50 p.m.

CEQA Determination: Not a CEQA project

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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.

Ethan Walsh, City Attorney reported on this item.

No public comment was received.

It was the consensus of the City Council to direct staff to commence with a recruitment to fill Council Member Hardy's vacant seat with the following schedule:

Selection Timeline

<u>Date</u>	<u>Action</u>
1/23/24	Begin recruitment for candidates to complete an application
2/16/24	End of application period
2/23/24	Candidate Interviews
2/27/24	Appointment and Seating of new Council Member

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

Regular City Council
January 23, 2024

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 8:27 p.m.

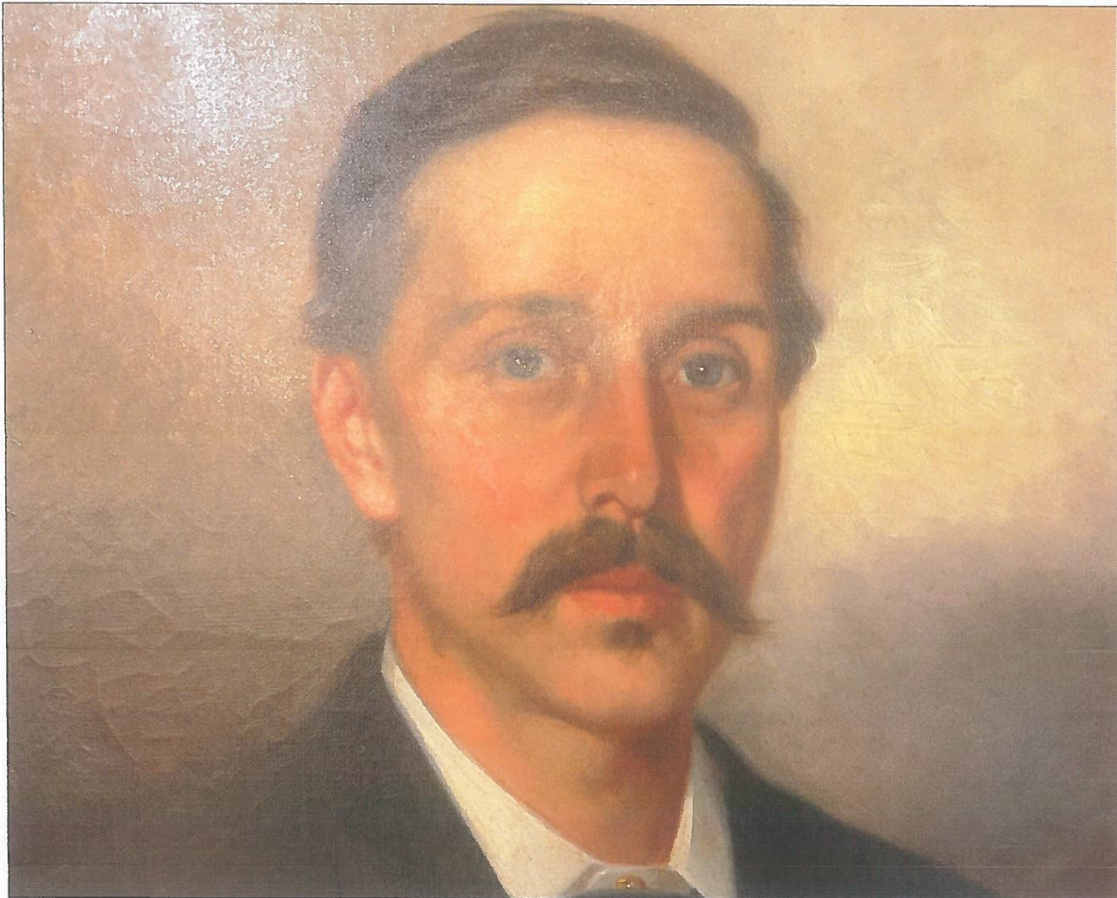
APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

ROBERT LOUIS STEVENSON



Public Art Project Proposal

Prepared for: St. Helena City Council

Prepared by: Eric Hanson and Garr Ugalde

Ehanson16@gmail.com

PO Box 52 St Helena CA 94574

707.296.6601

February 13, 2024

ROBERT LOUIS STEVENSON PUBLIC ART PROPOSAL

PROJECT SUMMARY

Project Summary

St Helena is home to the award winning George and Elsie Wood Public Library and the Robert Louis Stevenson Museum. The Library is a focal point of the Community whose vision is to "seek(s) to foster the spirit of exploration, lifelong learning, joy of reading, and pursuit of information and knowledge for all. The Library strives to support the growth of the community through education and empowerment". Robert Louis Stevenson has a historic link to the area and a museum dedicated to him is located next to the Library. This Museum is "home of the world's largest publicly accessible collection of author Robert Louis Stevenson".

We are proposing a bronze statue which would be a focal point for the Library and the Stevenson museum, which is property of the City. The funds for the project would be raised through various social media platforms and grants. No City, Library, or museum funds would be used for the project.

Steps

Presentation of Project to St Helena City Council

Presentation to Library Board

Presentation to Director Robert Louis Stevenson

Design Review and consensus

Placement Approval

Begin fundraising

Begin construction of public art piece



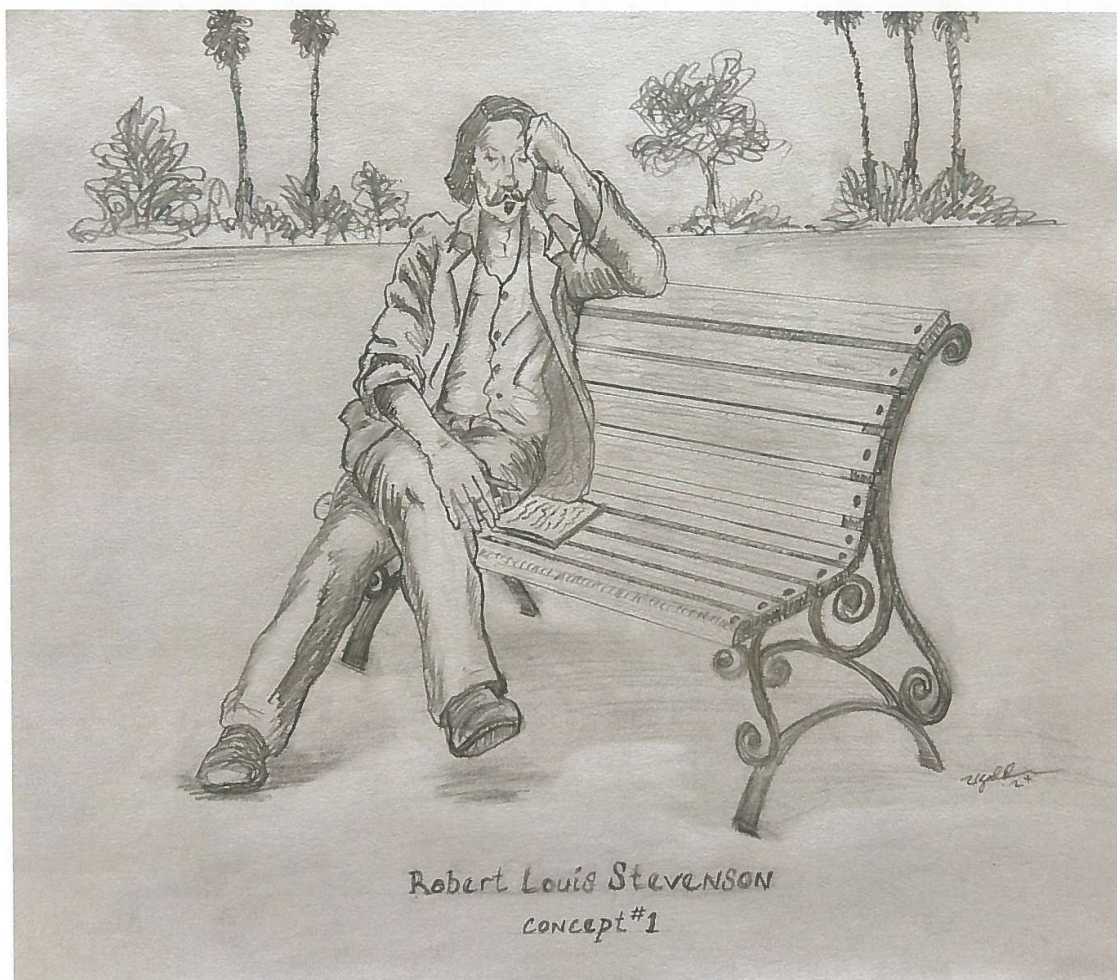
Artist Statement

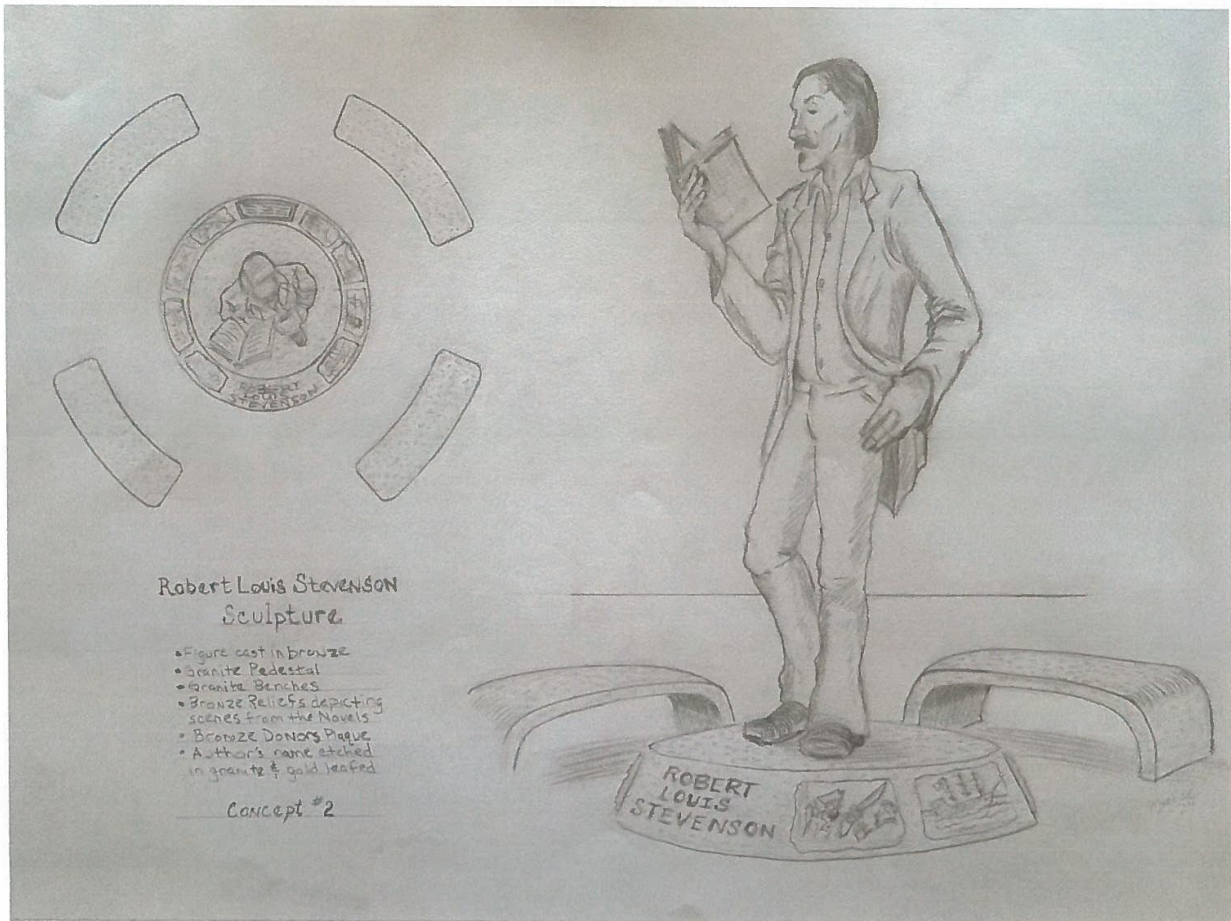
When beginning to bring a work of sculptural art to fruition, especially any artwork with an historical context, I find that I need to do a fair amount of research on the subject. This helps me flesh out the ideas I have in mind for composition and emotions that I'm trying to convey through the piece. Much of the time I'll begin with rough sketches, trying to capture a feeling or characteristics of the subject. Sometimes I'll start working directly in clay creating a small-scale maquette in finding my way to sculptural form.

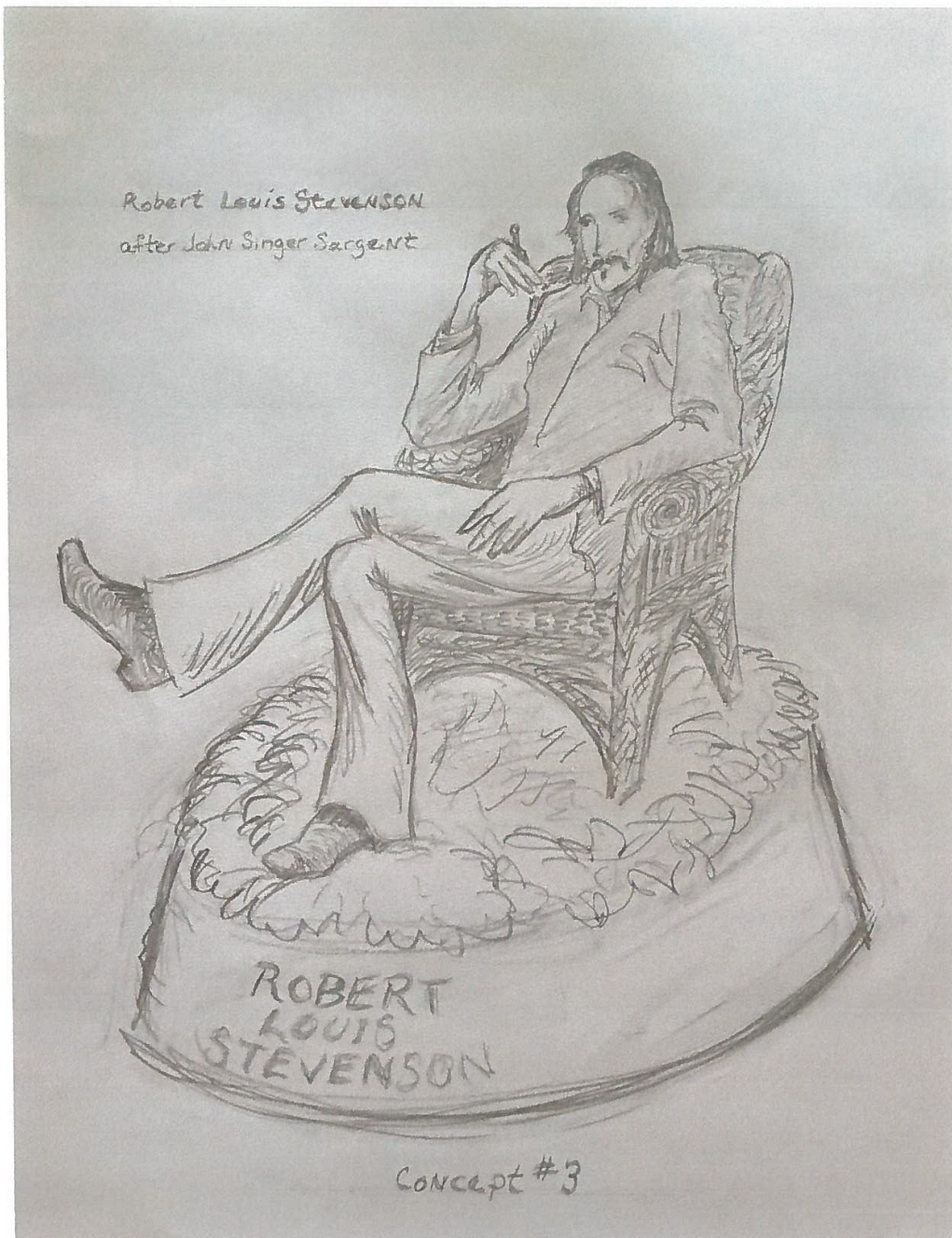
When working on a site-specific artwork there are many factors to consider. One factor with Robert Louis Stevenson was the connection to the community of St. Helena. It is purported that he and his new bride, Fanny Osbourne, spent their honeymoon in a bunkhouse of an abandoned mine on Mt. St. Helena. This has also given rise to my consideration that his wife should somehow be included in the final design and sculpture masterwork.

As I contemplate the composition, I would also want to visit possible sites for placement of the artwork, whether that be at the Robert Louis Stevenson Museum, nearby park, or community center. It would be imperative to discuss the project with the staff of the museum, city parks department and any community leaders to get their input and insights to the integration of the artwork to the existing landscape and architecture. I find that in opening communications with the community by sharing ideas and the materials and the process to be implemented the community will coalesce and feel part of the project.

What I hope to eventually convey with this sculpture is the sense of Robert Louis Stevenson, the man, the happy wanderer, the poet and the master spinner of yarns and tales of adventure. His life, though short, was lived to the full and without reserve.









City of St. Helena 5-Year Capital Improvement FY23/24 – FY27/28 Program Update

By: Joe Leach, PE
Director of Public Works

Public Works Department

February 13, 2024

1



City of St. Helena 5-Year CIP

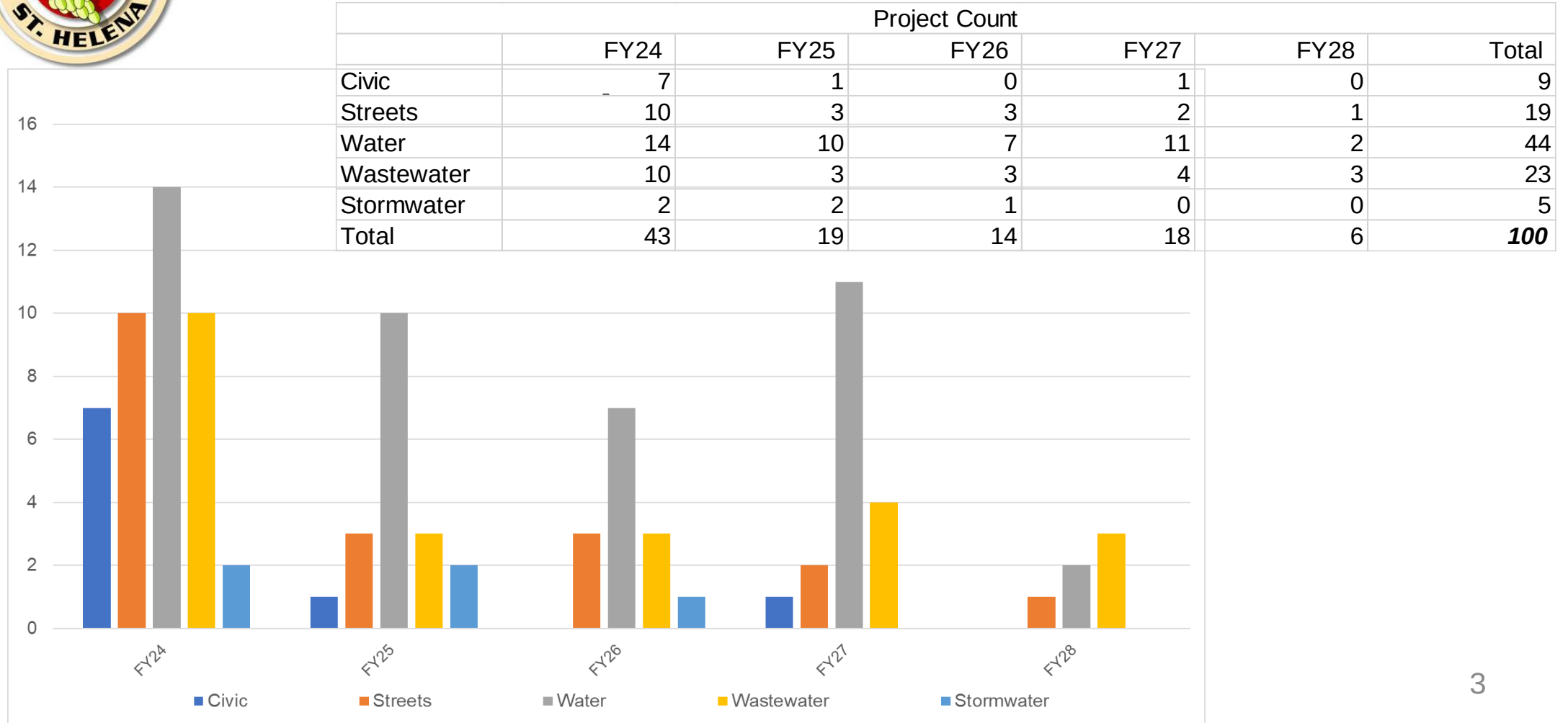
- Brief Review of Adopted CIP Scope
- Overview of FY24 Project Disposition
- Strategies to Deliver

5-YEAR CAPITAL IMPROVEMENT PROGRAM
CITY OF ST. HELENA, CA
FY 2023-24 to FY 2027-28



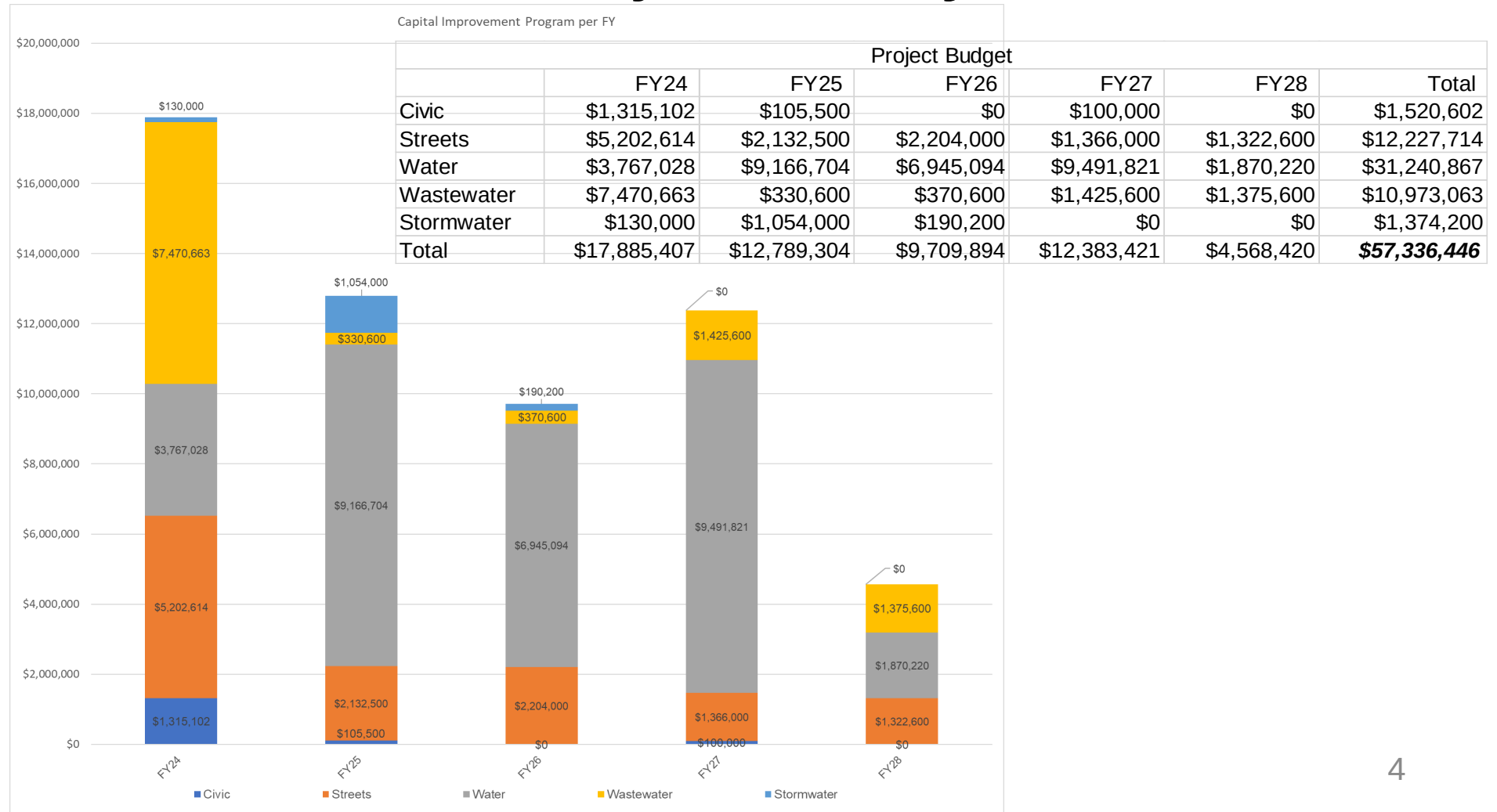


Breakdown of Projects – By Number





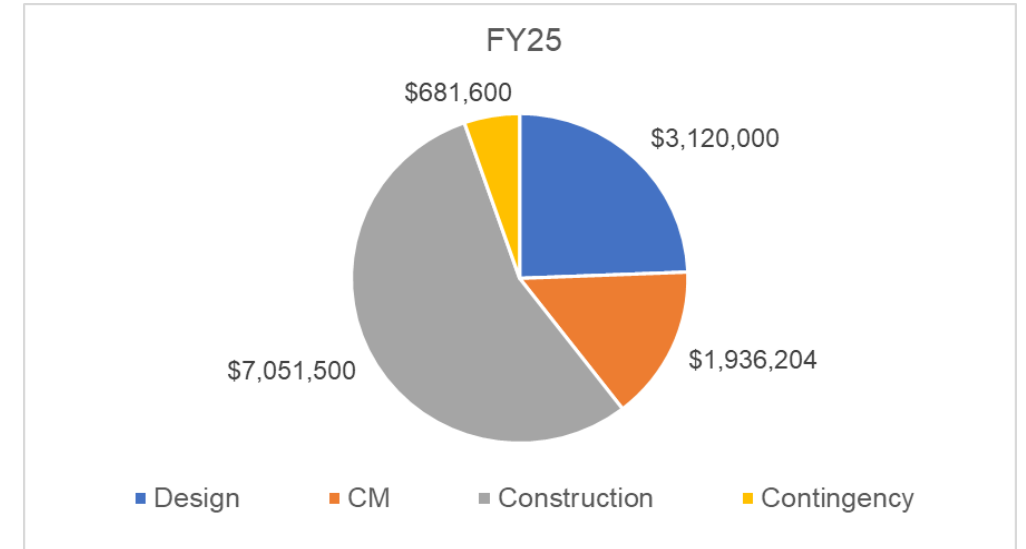
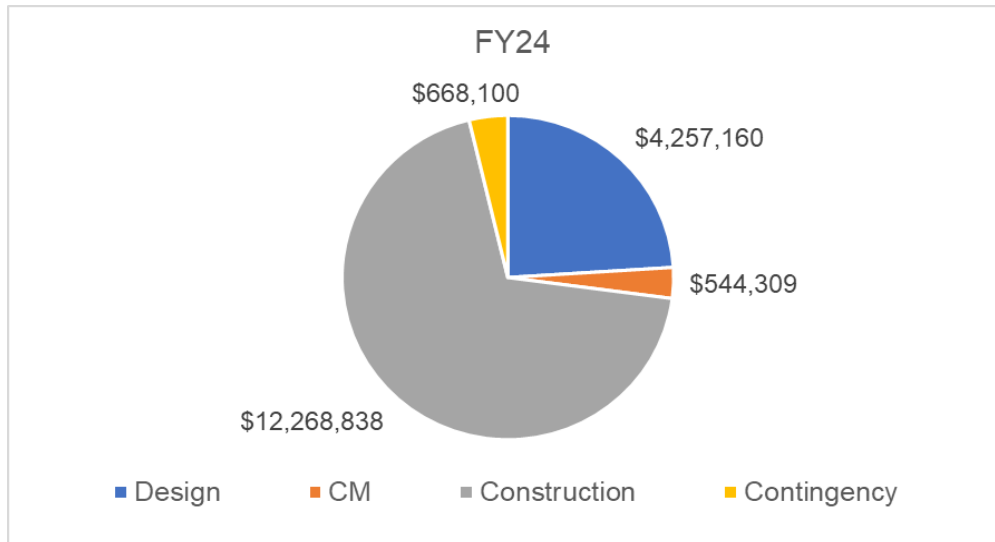
Breakdown of Projects – By Fiscal Year





Breakdown of Projects – FY24 & FY25

	FY24	FY25	Total
Design	\$4,257,160	\$3,120,000	7,377,160
CM	\$544,309	\$1,936,204	2,480,513
Construction	\$12,268,838	\$7,051,500	19,320,338
Contingency	\$668,100	\$681,600	1,349,700
Total	\$17,738,407	\$12,789,304	30,527,711



	FY24	FY25
Design Budget	\$4,257,160	\$3,120,000
Avg \$/hr	\$180	\$180
Hours/FY	23,651	17,333
People/FY	11.4	8.3

- Note: Need nearly 11 FTE just for design



Program Highlights

Project #		Pg #	2023-24
1- Civic			
C19-03-C19-03	Crane Park Lighting Improvements	6	400,000
C20-02-C20-02	Repaint Fire Station # 1	7	
C20-04-C20-04	Baldwin Park Fence & Pathway Repair	8	80,000
C22-01-C22-01	City Hall Relocation - Tenant Improvements	9	
C22-02-C22-02	Replace Playground Equipment and Fence at Crane Park	10	250,000
C22-03-C22-03	Jacob Meily Park Drainage Site Survey and Installation of New Turf	11	20,000
C23-01-C23-01	Emergency Back-Up Power - Corp Yard & Crinella Pump Station	12	390,102
C24-01-C24-01	Parks & Recreation Master Plan	13	125,000
C24-02-C24-02	Trails & Open Space Amenities - Phase 1	14	50,000
Value of Projects in Process, 2/13/24		1,235,102	1,315,102
2- Streets			
R18-81-R18-81	Downtown Sidewalk Improvements	16	850,314
R19-05-R19-05	Grayson and South Crane Rehab	17	430,000
R19-07-R19-07	Silverado Trail Guardrail Replacement	18	
R21-01-R21-01	Silverado Trail Overlay	19	520,000
R21-02-R21-02	Crosswalk Improvements on Main Street/Highway 29 at Pratt Avenue	20	
R21-04-R21-04	Pope Street Crosswalk Improvements at College Avenue	21	
R22-79-R22-79	Pavement Restoration FY22 Design/FY 23 Construction	22	500,000
R23-01-R23-01	Signalization Dowdell Lane and Hwy 29	23	200,000
R23-02-R23-02	"HAWK" Pedestrian Hybrid Flashing Beacon for Hwy 29 at Charter Oak	24	200,000
R23-79-R23-79	Pavement Restoration FY23 Design/FY 24 Construction	25	2,000,000
R24-01-R24-01	Streets Master Plan	26	200,000
R24-02-R24-02	Oak Avenue Rehabilitation	27	170,000
R24-79-R24-79	Pavement Restoration FY24 Design/FY 25 Construction	28	132,300
R25-79-R25-79	Pavement Restoration FY 25 Design/FY 26 Construction	29	
R26-79-R26-79	Pavement Restoration FY 26 Design/FY 27 Construction	30	
R27-79-R27-79	Pavement Restoration FY 27 Design/FY 28 Construction	31	
Value of Projects in Process, 2/13/24		4,802,614	5,202,614



Program Highlights

Project #		Pg #	2023-24
3- Water			
W-101-W-101	Tank 2 Rehabilitation	33	940,000
W-108-W-108	Lower Reservoir Rehab	34	
W-109-W-109	Bell Canyon Intake Tower Replacement	35	329,323
W-35-W-35	Bell Canyon Reservoir Improvements	36	100,000
W-80-W-80	Dwyer Road Booster (Pump Station)	37	
W-85-W-85	Bell House Valve Replacement	38	
W-86-W-86	Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade)	39	
W18-111-W18-111	WTP Condition Assessment	40	200,000
W18-113-W18-113	Water System SCADA Improvements	41	
W18-118-W18-118	Replace Mains <6" in Diameter	42	
W18-120-W18-120	Bell Canyon Phreatic Surface Monitoring & Assessment	43	100,000
W21-01-W21-01	Kearney and Andrea Water Main Replacement	44	875,705
W24-01-W24-01	Water Distribution Fire Flow Improvements	45	312,000
W24-02-W24-02	Napa Intertie Pump Station (Rutherford) Replacement	46	400,000
W24-03-W24-03	ArcGIS Infrastructure Development	47	35,000
W24-04-W24-04	Retrofit/Deploy SMART water meters	48	200,000
W24-05-W24-05	PFAS Sampling Project	49	25,000
W24-06-W24-06	Risk and Resilience Assessment Report Implementation	50	75,000
W24-07-W24-07	Cyber-Security Implementation	51	25,000
W24-08-W24-08	Safe Yield Policy & Water Neutrality Policy Update	52	150,000
W25-01-W25-01	Napa Intertie Pipeline Replacement	53	
W25-02-W25-02	Water Treatment Plant Transmission Main Replacement	54	
W26-02-W26-02	Asset Management & Computerized Maintenance & Management Sys	55	
Value of Projects in Process, 2/13/24		2,327,028	3,767,028

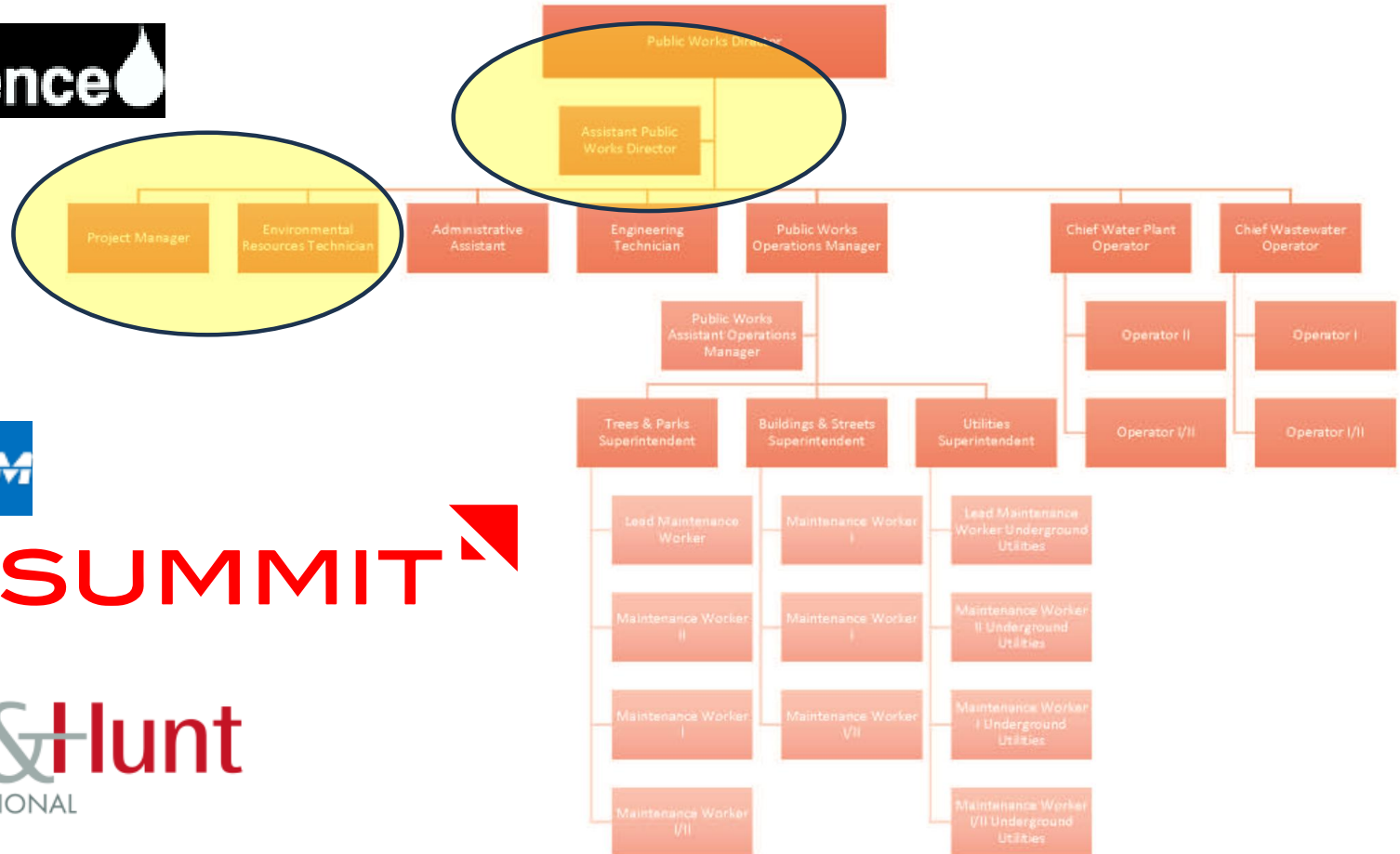


Program Highlights

Project #		Pg #	2023-24
4- Wastewater			
S-52-S-52	WWTP Phase 1 Upgrades	57	1,340,200
S18-70-S18-70	Replace 1% of Sewer Mains Annually	58	
S18-71-S18-71	Crinella Pump Station Upgrades	59	1,140,000
S18-74-S18-74	Update GIS Maps of Sewer System	60	
S18-78-S18-78	Recycled Water Feasibility Study	61	
S21-01-S21-01	WWTP Recycled Pipeline and Pump Station	62	1,719,000
S23-01-S23-01	Recycled Water - Crane Park Irrigation Infrastructure	63	50,000
S23-02-S23-02	Emergency Back-Up Power - WWTP	64	1,600,863
S24-01-S24-01	Closed-Circuit Television (CCTV) Inspection Program, Phase I	65	222,000
S24-02-S24-02	High Priority Pipeline Replacement	66	255,600
S24-03-S24-03	ArcGIS Infrastructure Development	67	35,000
S24-04-S24-04	Recycled Water System Master Plan Update	68	500,000
S24-05-S24-05	Del Campo Court Gravity Main Improvements	69	608,000
S25-01-S25-01	Flow Monitoring Program	70	
S26-01-S26-01	Model Update and System Analysis	71	
S26-02-S26-02	Asset Management & Computerized Maintenance & Management Sys	72	
S27-01-S27-01	WWTP Pond Cleaning, Decommissioning, and Repurpose	73	
Value of Projects in Process, 2/13/24		6,607,063	7,470,663
5- Stormwater			
D24-01-D24-01	Oak Avenue Storm Drain Rehab - Ph1	75	115,000
R19-03-R19-03	Sulphur Creek Erosion Repair	76	15,000
R20-01-R20-01	Mitchell Drive to Sulphur Creek Storm Drain	77	
R20-02-R20-02	Mills Lane Storm Drain Project	78	
Value of Projects in Process, 2/13/24		115,000	130,000
			17,885,407
Total of Value of Projects in Process, 2/13/24			15,086,807



Strategies to Deliver Public Works Organizational Chart





Summary

5-YEAR CAPITAL IMPROVEMENT PROGRAM
CITY OF ST. HELENA, CA
FY 2023-24 to FY 2027-28



- Aggressively Ambitious ADOPTED Program:
- FY24 = \$17.9M; FY25 = \$12.8M
- FY24 = \$15.1M actively engaged
- FY24 – 43 Projects Scheduled; 33 Active; 10 Projects not started



Questions?



City of St. Helena 2nd Reading for Code Updates Water Service Ownership Sewer Service Ownership Sidewalk Ownership

By: Joe Leach, PE
Director of Public Works

Public Works Department

February 13, 2024

1



Summary Action

Item	Property Owner	City
Water Service	Upstream meter box	Main, service line, meter, meter box
Sewer Service	Lateral in btwn main & structure (in street and on private property)	Main & wye (i.e. connection of lateral)
Sidewalk	Entire frontage	Select locations (e.g. Main Street)



Subsequent Action

- Update of Section 12.08.020 regarding property owner responsibility to clean debris, etc. to centerline of street.
- Per Section 12.08.100, adoption of Resolution denoting the addresses wherein City maintains sidewalk (e.g. Main Street).
- Update of Section 12.08.110 clarifying when a licensed land surveyor is required to provide line/grade for frontage improvements.
- Update of Section 12.08.150 regarding responsibility of property owner for street repair to centerline of street.



StH Municipal Code Update Water, Sewer & Sidewalks

Questions?



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	February 13, 2024
FROM:	Martin Beltran, Senior Management Analyst
SUBJECT:	Quarterly Grant Report for FY 2024 Q2 for the reporting period ending December 31, 2023.
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 4: Provide Effective Community Information & Opportunities for Engagement
RECOMMENDED ACTION:	Receive and file report.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To provide an update on grant activity for FY 2024 through December 31, 2023.
FINANCIAL IMPACT:	None.

BACKGROUND:

This report covers grant activity for the 2nd Quarter of Fiscal Year (FY) 2024.

DISCUSSION:

New Awarded Grant Applications in FY 2024 2nd Quarter

The City of St. Helena received two (2) new grant award during 2nd Quarter of Fiscal Year 2024.

Agency	Project	Award
CDBG - Housing Competitive (2022)	Housing Rehabilitation Program - Single Family Residential	\$500,000
US Department of Justice	Fiscal Year 2023 COPS Hiring Program (CHP)	\$125,000

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

US Department of Justice: FY2023 COPS Hiring Program (CHP) - The Fiscal Year 2023 COPS Hiring Program (CHP) is a competitive award program designed to provide

funding to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts.

Applications Pending

The City currently has three (3) applications pending.

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

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

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

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

Active Grants

The active grants are grant awards with signed agreements. The chart in **Attachment 1** identifies the grant award, required match, and percent expended. Staff is currently managing approximately \$8.0 million in active grant funds.

Closed Out Grants

Grants	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Housing and Community Development (HCD) - SB2 Planning Grant	Updates to current zoning code in order to implement housing policies and directives identified in the General Plan and in the 2015 Housing Element.	\$160,000	\$159,900	100.0%	Project completed in October 2023. Staff submitted request for reimbursement of funds in October 2023.
HCD - Local Early Action Planning (LEAP) Grant	Housing Element update to facilitate compliance with the 6th Regional Housing Needs Allocation (RHNA) cycle.	\$65,000		100.0%	Project completed in September 2023. Staff submitted Grant Close Out Reporting in December 2023.

Non-Profit Grant Funding

The FY 2023/24 grant application period closed on February 24, 2023. City staff received 22 applications for a total of \$239,317 in funding requests. The Council working group, consisting of Mayor Dohring and Vice Mayor Hall, met on March 24, 2023, to review the applications and made funding recommendations. Funding recommendations were presented to City Council at the budget workshop meeting on May 23, 2023.

A total of 19 non-profit grant applications were approved for the FY 2023/24 grant period for a total of \$140,000. The chart in **Attachment 2** identifies the grant type, grantee, project description, award amount, and percent expended as of December 31, 2023.

A total of \$90,000 in direct funding was allocated to the Boys and Girls Club, Rianda House, and UpValley Family Centers outside of the Non-Profit Grant Program. The

recommended funding modifications were made to keep the overall contributions at current levels of approximately \$230,000 with the Boys and Girls Club, Rianda House and UpValley Family Centers receiving an allocation of \$30,000 each.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Attachment 1: Active Grants Q2 FY2024](#)

[Attachment 2: Non-Profit Grant Activity](#)

Active Grants

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Bulletproof Vest Partnership	Purchase of 4 Bulletproof Vests	\$2,956		98.0%	3 of 4 bulletproof vests have been purchased.
California Department of Forestry and Fire Protection - Volunteer Fire Capacity (VFC) Program	Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.	\$17,555	-	0.0%	Grant agreement was authorized during 11/14/2023 City Council meeting. Next steps include procurement of communications and safety equipment.
CalOES - HMGP Defensible Space/Fuel Management	Phase I - Defensible Space and Hazardous Fuels Reduction	\$122,250	-	65.0%	Staff and Consultant completed the tasks outlined in Phase I. The deliverables were submitted to FEMA on 6/16/23 for review and approval. Staff received a Request for Information (RFI) on 11/1/23.
CalOES - HMGP: Emergency Backup Power	City Corporation Yard and Crinella Pump Station	\$302,931	\$100,977	46.2%	CalOES approved the City's budget amendment request for additional funding. The revised project cost is \$403,908 and City's 25% non-Federal share is \$100,977.
CalOES - HMGP: Wastewater Treatment Plant Backup Power	Wastewater Treatment Plant Emergency Backup Power	\$1,199,542	\$399,848	49.2%	CalOES approved the City's budget amendment request for additional funding. The revised project cost is \$1,599,390 and City's 25% non-Federal share is \$399,848.
CDBG-CV1 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$74,484	-	100.0%	Reimbursement pending closeout paperwork.
CDBG-CV2 & 3 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$0	-	0.0%	An Amendment was approved to reallocate funds from the Child Care Scholarship Program to the Utility Assistance Program.
CDBG-CV2 & 3 - Utility Assistance Program	Provide utility assistance to St. Helena Residents.	\$271,053	-	55.0%	HCD approved a Revision to extend the assistance to up to six months and increase the maximum dollar amount to \$3,000 per eligible household. Staff submitted a time only extension to extend the grant deadline until 10/31/2024.
CDBG - Public Services	Community Wellness and Mental Health Program	\$498,281	-	0.0%	Aldea and City staff met with HCD representatives to kick-off the program. Aldea is in the process of program planning and staff preparation and expect to submit an invoice for reimbursement in January 2024.
CDBG - Economic Development	Business Assistance Program	\$500,000	-	42.0%	Two business loans have been awarded. Staff is working with Consultant and Chamber of Commerce to market available loan funds to businesses throughout the City.
CDBG - Sewer Lateral Replacement Project	Sewer Lateral Replacement Project associated with Downtown Streetscape	\$500,000	\$ -	0.0%	Currently in planning phase. Staff have been meeting to go over the award in detail and logistics including next steps

Active Grants

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Department of California Highway Patrol - CTFGP Grant	Cannabis Tax Fund Grant Program (GTFGP)	\$146,419	-	30.0%	Vehicle purchase and training in progress.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	The \$237,148 retention was received in December 2022. Retention was held until Conservation Easement was completed.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$140,000	-	50.3%	
HCD - HOME Investment Partnership Program	Funding to continue the Owner-Occupied Rehabilitation Program.	\$500,000	-	0.0%	Housing Authority is working with applicants for project approval
State of CA - Department of Alcoholic Beverage Control	Minor Decoy, Shoulder Tap, and IMPACT Program.	\$20,000	-	0.0%	
State of CA - Department of Justice	Funding for School Resource Officer.	\$454,788	-	25.0%	
State of CA - Department of Parks and Recreation	Funding to Replace Crane Park Playground Equipment.	\$177,952	-	0.0%	Deadline to utilize funds has been extended to 2028. After review of RFP's and feedback received from playground professionals, staff is working internally and in collaboration with State granting office to potentially modify project scope to maximize the use of funds and provide highest positive impact to park facilities.
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	\$120,000	-	0.0%	Project is in the Design Phase
US Department of Justice	FY 2023 Body-worn Camera Policy and Implementation Program to Support Law Enforcement Agencies	\$34,000	\$ -	10.0%	Staff received quotes from vendors and are preparing a staff report for 2/24/24 City Council meeting for purchase authorization.
US Department of Justice	Fiscal Year 2023 COPS Hiring Program (CHP)	\$125,000	\$ -	10.0%	New hire currently attending Police academy.

FY 2023/24 Non-Profit Grant Funding

Grantee	Project Description	Award Amount	Amount Expensed	Percent Expended
Cafeteria Kids Theater	Summer Drama in St. Helena	\$1,000	-	0%
Festival Napa Valley	How I see Music Education Program	\$8,000	-	0%
Friends of the Cameo	Faces of St. Helena	\$8,500	-	0%
Music in the Vineyards	MITV Connects	\$3,000	-	0%
Napa Valley College DAS Foundation	Viva Mariachi! St. Helena	\$5,000	-	0%
Nimbus Arts	Dia de los Muertos Community Celebration, free Teen Tuesday art program, Harvest Festival and St. Helena Holiday Event	\$20,000	-	0%
Rianda House	Visit Me Today	\$7,500	-	0%
St. Helena Cemetery Association	St. Helena Cemetery Chinese Monument Project	\$10,000	\$4,500	45%
St. Helena Community Band	St. Helena Community Band Yearly Performances	\$10,000	-	0%
St. Helena Community Garden	St. Helena Community Garden Supplies	\$2,500	-	0%
St. Helena Cooperative Nursery School	St. Helena Cooperative Nursery School	\$7,000	-	0%
St. Helena Farmers Market	Market Match Program	\$9,000	\$9,000	100%
St. Helena Historical Society	Educational Lecture Series and Cemetery Tour	\$10,000	-	0%
St. Helena Little League	SHLL Uniforms & Equipment	\$5,000	-	0%
St. Helena Preschool for All	St. Helena Preschool for All Scholarships	\$12,000	-	0%
Sustainable St. Helena	St. Helena Redwood Forest	\$5,000	-	0%
The White Barn	Napa Valley Puppet Festival	\$3,000	-	0%
Upstage Napa Valley	3rd Annual Upstate NV Playwright Festival (Playfest 2023)	\$6,000	-	0%
Upvalley Family Centers of Napa County	Ninos Activos / Active Kids Bilingual Playgroups	\$7,500	-	0%
Totals		\$140,000	\$13,500	9.6%



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	February 13, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration and Proposed Approval of a Resolution Confirming City Council's Intent for Use of Affordable Housing Trust Fund Monies for the Our Town St. Helena's Affordable Housing Project Located at 963 Pope Street.
GOAL:	Goal 5: Enhance Quality of Life
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	August 27, 2019 - Resolution 2019-106 February 8, 2022 - Resolution 2022-10 August 8, 2023 - Resolution 2023-104
STATEMENT OF THE PURPOSE:	Confirm City Council's Intent for use of Affordable Housing Trust Funds.
FINANCIAL IMPACT:	If the City Council does not affirm the intent, \$101,980.20 will be returned to the City and placed back into the Affordable Housing Trust Funds.

BACKGROUND:

On August 27, 2019, City Council authorized via Resolution 2019-106 (Attachment 1) a loan from the Affordable Housing Trust Fund to Our Town St. Helena (OTSH) to assist with the acquisition of a property located at 963 Pope Street (property). The purchase price of the property was \$850,000 for a 0.29-acre lot, zoned medium-density residential, with a 2-bedroom 1-bath house located near the front portion of the property. The property will be used solely for the use, operation, and development of affordable housing by constructing four additional units on the back half of the property for moderate- to low-income rental tenants.

On September 10, 2019, the City and OTSH entered into a Housing Trust Fund Loan Agreement in the amount of \$450,000 with zero percent interest, which funds were used to assist in the acquisition of the property.

On February 8, 2022, City Council authorized via Resolution 2022-10 (Attachment 2) a permanent loan from the Affordable Housing Trust Funds and Measure E in the amount of \$250,000 for the development of the property, however, these funds were never disbursed.

On August 8, 2023, City Council authorized via Resolution 2023-104 (Attachment 3) a loan in the total principal amount of \$1,000,000 from the Affordable Housing Trust

Funds (Funds 751 and 752) to OTSH for the development of the property. The resolution explained the total principal amount represented the initial loan in the amount of \$450,000, and an additional \$550,000 for re-payment of a separate loan from from the Rural California Assistance Corporation. It further explained that the \$250,000 authorized on August 8, 2023 is included in the additional \$550,000 amount. Additionally, the Resolution authorized and directed the City Manager to execute an Amended Loan Agreement and to execute all documents and carry out such actions as necessary to make the loan and carry out Council's direction as set forth in the Resolution.

DISCUSSION:

On December 29, 2023, the City received the final closing statement from Placer Title for the additional funds authorized on August 8, 2023 (Attachment 4). The final statement shows the additional loan proceeds from the City in the amount of \$550,000 but the loan payoff to Rural Community Assistance Corporation (RCAC) was only \$445,898.80. The statement also reflected title charges and recording fees in the amount of \$2,121.80, leaving an excess balance of \$101,980.20 to be disbursed.

Staff now seeks direction from City Council on whether the excess balance of \$101,980.20 shall be disbursed to OTSH for development and/or construction costs associated with the Project, or if the authorization in Resolution 2023-104 was limited to repayment of the RCAC loan.

Resolution No. 2023-104 specifies the loan in the total principal amount of \$1,000,000 (including the \$450,000 in funds already disbursed) is for the development of the property in accordance with the term sheet provided as an attachment to the Resolution.

The Term Sheet (Attachment 1 to Resolution No. 2023-104) specifies, among other things, that OTSH will use the additional \$550,000 (above the \$450,000 already disbursed) to repay RCAC for interest-bearing acquisition loan.

Due to the inconsistent language identified, staff is seeking confirmation from City Council on the use of the remaining balance being held in escrow.

Based on the language in the Resolutions, it is staff's impression City Council's intent is that the remaining funds can be released to OTSH for the continued development of the property as noted in Resolution No. 2022-10 and Resolution No. 2023-104. Thus, staff seeks authorization of the proposed resolution to confirm this intent, and execute a First Amendment to the Amended and Restated Affordable Housing Loan Agreement or other instruments reasonably necessary to authorize that use of the excess proceeds for development and construction activities for the project.

ENVIRONMENTAL REVIEW: None

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution No. 2019-106](#)

[Attachment 2 - Resolution No. 2022-10](#)

[Attachment 3 - Resolution No. 2023-104](#)

[Attachment 4 - FINAL STMT-Placer Title](#)

[Attachment 5 - Resolution Confirming Use of Funds](#)

[Attachment 6 - 963 Pope City Loan Memo_2.6.24 from OTSH](#)

CITY OF ST. HELENA

RESOLUTION NO. 2019-106

Resolution of the City Council of the City of St. Helena approving and authorizing the City Manager to execute, enter into and carry out the terms of a Loan Agreement between the City of St. Helena and Our Town St. Helena in an amount not to exceed \$450,000 from the Affordable Housing Trust Fund (751) and Measure E Fund (752) for the acquisition of property located at 963 Pope Street, St. Helena, California (APN 009-090-012-000; 009-090-013-000)

- A. On August 13, 2019, the City Council considered the request of Our Town St. Helena, a California non-profit public benefit corporation ("OTSH"), for a loan of four hundred fifty thousand and 00/100 dollars (\$450,000.00)(the "Loan") from the City's Housing Trust Fund (751) and Measure E Fund (752) to assist with the acquisition of real property located at 963 Pope Street, St. Helena, California (APN 009-090-012-000; 009-090-013-000)("Property"); and
- B. After considerable discussion regarding OTSH's request, and in recognition of the representation by OTSH that the date for close of the transaction related to the purchase and sale of the Property was set for September 3, 2019, the City Council directed staff to return to the City Council at its next regular meeting of August 27, 2019, with documentation for its consideration that would provide OTSH with the requested Loan for acquisition of the Property; now, therefore

RESOLUTION

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

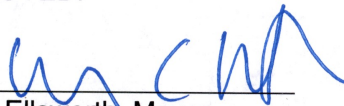
- 1. Authorizing the Loan Agreement for the acquisition of 963 Pope Street is governed by Section 15310 of State CEQA Guidelines which exempts the approval of mortgages for the purchase of existing structures where the loan will not be used for new construction. As provided in the Loan Agreement the monies advanced by the City may only be used for the acquisition of the Property and may not be used for any development activity. Accordingly, the approval of the Loan Agreement is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15310, which exempts "mortgages for the purchase of existing structures where the loan will not be used for new construction".
- 2. The City Council hereby authorizes the City Manager to execute, enter into and carry out the terms of the Loan Agreement, and all documents appended thereto, between the City of St. Helena and Our Town St. Helena in an amount not to exceed \$450,000 from the Affordable Housing Trust Fund (751) and Measure E Fund (752) for the acquisition of property located at 963 Pope Street, St. Helena, California (APN 009-090-012-000; 009-090-013-000), inclusive of such revisions

and corrections thereto as may be approved by the City Manager and City Attorney which do not increase the obligations nor impair the rights of the City thereunder.

Approved at a Regular Meeting of the St. Helena City Council on August 27, 2019 by the following vote:

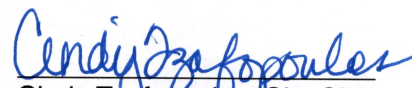
Mayor Ellsworth:	<u>Yes</u>
Vice Mayor Dohring:	<u>Yes</u>
Councilmember Chouteau:	<u>Yes</u>
Councilmember Knudsen:	<u>Yes</u>
Councilmember Koberstein:	<u>Yes</u>

APPROVED:



Geoff Ellsworth, Mayor

ATTEST:



Cindy Tzafopoulos, City Clerk



CITY OF ST. HELENA

RESOLUTION NO. 2022-10

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) A PERMANENT LOAN TO OUR TOWN ST. HELENA (OTSH) IN AN AMOUNT OF \$250,000 FOR THE DEVELOPMENT OF 963 POPE STREET; (2) USE OF MEASURE E – AFFORDABLE HOUSING TRUST FUNDS (FUND 752) FOR THIS LOAN; AND (3) THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THIS LOAN.

WHEREAS, On August 27, 2019, the City Council authorized a loan from the Affordable Housing Trust Fund to Our Town St. Helena (OTSH) to assist with the acquisition of a property located at 963 Pope Street. The purchase price of the property was \$850,000 for a 0.29-acre lot, zoned medium-density residential, with a 2-bedroom 1-bath house located near the front portion of the property. The property will be used solely for the use, operation, and development of affordable housing by constructing four additional units on the back half of the property for moderate-to low-income rental tenants; and

WHEREAS, The City and OTSH entered into a Housing Trust Fund Loan Agreement dated September 10, 2019, in the amount of \$450,000 with zero percent interest, which funds were used to assist in the acquisition of the property; and

WHEREAS, OTSH is currently leasing the existing unit on the property to a moderate income household, and desires to develop an additional four new units on the site to be leased to low income households; and

WHEREAS, Borrower is in the process of seeking construction and permanent financing for the construction and future operation of the New Units as affordable housing. Borrower has requested, and City desires to provide, an additional long term loan of Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Affordable Housing Trust Fund to assist with the construction and development of the New Units subject to certain terms and conditions as agreed to between the parties; and

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

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

SECTION 2. The City Council of the City of St. Helena hereby approves a permanent loan agreement of \$250,000 from the Affordable Housing Trust Fund to Our Town St. Helena for the development for four new affordable housing units on the property

referenced above, pursuant to the terms and conditions set forth in the Affordable Housing Trust Fund Permanent Loan Agreement (the "Loan Agreement") provided in the staff materials provided to Council concurrently with this Resolution..

SECTION 3. The City Manager is authorized to execute the Loan Agreement and to execute all documents and carry out such actions as necessary to make the loan and carry out Council's direction as set forth herein.

SECTION 4. The City Council of the City of St. Helena Hereby authorizes an appropriation of \$250,000 in FY 2022-23 to the Affordable Housing Trust Fund to make the loan as set forth herein.

Approved at a Regular Meeting of the St. Helena City Council on February 8, 2022, by the following vote:

Mayor Geoff Ellsworth: Yes

Vice Mayor Paul Dohring: Yes

Council Member Anna Chouteau: Yes

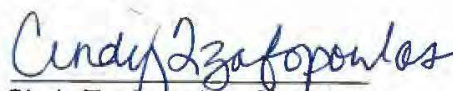
Council Member Lester Hardy: Yes

Council Member Eric Hall: Yes

APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk



CITY OF ST. HELENA

RESOLUTION NO. 2023-104

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING: (1) A LOAN TO OUR TOWN ST. HELENA (OTSH) IN A TOTAL AMOUNT OF \$1,000,000 FOR THE DEVELOPMENT OF 963 POPE STREET; (2) USE OF MEASURE E – AFFORDABLE HOUSING TRUST FUNDS (FUND 751 AND FUND 752) FOR THIS LOAN; AND (3) THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THIS LOAN.

WHEREAS, On August 27, 2019, the City Council authorized a loan from the Affordable Housing Trust Fund to Our Town St. Helena (OTSH) to assist with the acquisition of a property located at 963 Pope Street. The purchase price of the property was \$850,000 for a 0.29-acre lot, zoned medium-density residential, with a 2-bedroom 1-bath house located near the front portion of the property. The property will be used solely for the use, operation, and development of affordable housing by constructing four additional units on the back half of the property for moderate-to low-income rental tenants; and

WHEREAS, The City and OTSH entered into a Housing Trust Fund Loan Agreement dated September 10, 2019, in the amount of \$450,000 with zero percent interest, which funds were used to assist in the acquisition of the property; and

WHEREAS, OTSH is currently leasing the existing unit on the property to a moderate income household, and desires to develop an additional four new units on the site to be leased to low income households; and

WHEREAS, City previously made an additional commitment to provide an additional long term loan of Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Affordable Housing Trust Fund to assist with the construction and development of the New Units subject to certain terms and conditions as agreed to between the parties; and

WHEREAS, OTSH has requested that City increase its loan for the proposed development to a total amount of One Million Dollars (\$1,000,000.00), comprised of the original \$450,000 loan, and an additional loan of \$550,000. This loan would supersede the prior commitment to provide an additional \$250,000 permanent loan.

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

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

SECTION 2. The City Council of the City of St. Helena hereby approves a loan in the total principal amount of \$1,000,000 (including those loan funds already disbursed) from the Affordable Housing Trust Funds (Funds 751 and 752) to Our Town St. Helena for the development of a five unit affordable housing development at 963 Pope Street in accordance with the term sheet attached hereto at Attachment No. 1, and directs City staff, in consultation with the City Attorney, to prepare an amended and restated loan agreement consistent with the attached term sheet (the "Loan Agreement").

SECTION 3. The City Manager is authorized and directed to execute an Amended Loan Agreement and to execute all documents and carry out such actions as necessary to make the loan and carry out Council's direction as set forth herein.

SECTION 4. The City Council of the City of St. Helena Hereby authorizes an appropriation of \$300,000 in FY 2023-24 to Fund 752 Measure E (Affordable Housing) Fund and \$250,000 in FY 2023-24 (authorized via Resolution 2022-10) to Fund 751 Affordable Housing Trust fund on to make the loan as set forth herein.

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

Mayor Paul Dohring: YES

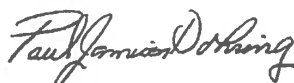
Vice Mayor Eric Hall: YES

Council Member Anna Chouteau: YES

Council Member Lester Hardy: YES

Council Member Billy Summers: YES

APPROVED:



Paul Jamison Dohring, Mayor

ATTEST:



Cindy Tzaopoulos, City Clerk



ATTACHMENT NO. 1

963 Pope Street – Term Sheet Loan Agreement to Replace and Supersede City Acquisition Loan Agreement

Parties to Agreement

- City of St Helena, “Lender”
- Our Town St Helena (OTSH), “Borrower”
- Assumable by future LLC (to be formed by Napa Valley Community Housing [NVCH] as administrative member; OTSH as managing member, pursuant to Memorandum of Understanding and Option to Purchase Agreement between OTSH and NVCH)

Subject Property (“Property”)

- 963 Pope Street, St. Helena
- Assessor’s Parcel Number 009-090-069 (August 2021 merger of prior APNs 009-090-012 & -013)

Agreement Type

- Affordable Housing Trust Fund Acquisition Loan, to be converted to Permanent Loan upon satisfaction of certain conditions precedent
- Secured by Deed of Trust, Promissory Note

Loan Amount

- \$ 1,000,000
- Includes existing \$450,000 temporary acquisition loan and supersedes \$250,000 permanent loan commitment

Loan Terms

- Acquisition Loan:
 - Additional \$550,000 (above the \$450,000 already disbursed) will fund prior to October 1, 2023
 - Borrower will use \$550,000 to repay Rural California Assistance Corporation for interest-bearing acquisition loan
 - Repayment of Acquisition Loan due 1 year from effective date of Loan Agreement unless converted to permanent financing; option to extend 1 year upon Borrower’s request provided Borrower demonstrates good faith efforts to close the construction financing on the Project, with City Manager’s approval
 - Full \$1M Acquisition Loan will convert to permanent loan upon Borrower’s fulfillment of Conditions Precedent
- Permanent loan:
 - Term: 55 years from effective date of Loan Agreement (runs concurrently with affordability covenants)
 - Loan is forgiven at end of term

Interest Rate

- Zero percent

Other Loan Agreement Provisions

- Lender will agree to subordinate position to HOME loan, and other lenders if required (e.g., Poppy Bank)
- Lender will agree to enter into a RHNA sharing agreement with Napa County subject to County providing a loan to the project

Conditions Precedent to Conversion to Permanent Loan

- Loan will convert to permanent upon Borrower's construction financing close
- Borrower will enter into a new regulatory agreement with same rent restrictions (2 very low income units; 2 low income units; 1 moderate income unit), reset to 55 years from effective date of Loan Agreement

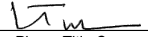
Placer Title Company
5 Financial Plaza, Suite 101
Napa, CA 94558
(707) 346-6940

File Number: **P-537559**
Close Date: **12/29/2023**

BORROWER(S) FINAL CLOSING STATEMENT

Type: **Refinance / Loan**
Property: **963 POPE STREET
SAINT HELENA, CA 94574 (NAPA)
(009-090-069-000)**

Certified True and Correct Copy


Placer Title Company

Borrower(s): **OUR TOWN ST. HELENA, A CALIFORNIA NON PROFIT PUBLIC BENEFIT
CORPORATION
1250 Church Street
Saint Helena, CA 94574**

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Additional Loan Funding from City of St. Helena			\$550,000.00
Payoffs			
Payoff to Rural Community Assistance Corporation		\$445,898.80	
Principal: \$443,918.00			
Interest, 12/28/2023 to 12/30/2023 @\$67.82/day: \$135.64			
Wire Fee: \$14.00			
Interest on Statement: \$1,831.16			
Title Charges			
Title - Lender's coverage \$1,000,000.00 Premium \$835.00 to Placer Title Company		\$835.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (06/17/06) Environmental Protection Lien Endorsement(s) to Placer Title Company		\$0.00	
Title - ALTA 9-06/CLTA 100.2-06 Restrictions, Encroachments, Minerals (04-02-12) Endorsement(s) to Placer Title Company		\$0.00	
Title - ALTA 9.6.1-06 Private Rights Endorsement(s) to Placer Title Company		\$100.00	
Title - ALTA 17-06/CLTA 103.11-06 (Access & Entry - Lenders) Endorsement(s) to Placer Title Company		\$100.00	
Title - ALTA 18-06/CLTA 129-06 Single Tax Parcel (L) Endorsement(s) to Placer Title Company		\$100.00	
Title - ALTA 37-06/CLTA 104.6-06 Assignments of Rents/Leases Endorsement(s) to Placer Title Company		\$100.00	
Title - ALTA 39-06/CLTA 142-06 (Lenders - Policy Authentication) Endorsement(s) to Placer Title Company		\$0.00	
Title - Settlement or closing fee \$600.00 to Placer Title Company		\$600.00	
Title - Funds Held Fee to Placer Title Company		\$100.00	
Government Recording and Transfer Charges			
RCAC - Building Homes and Jobs Act Fee \$150.00 to Napa County Recorder		\$150.00	
Recording Fee RCAC Reconveyance \$36.00 to Napa County Recorder		\$36.00	
Additional Settlement Charges			
Holdback Excess Loan Proceeds to Placer Title Company		\$101,980.20	
Totals		\$550,000.00	\$550,000.00

Balance Due FROM Borrower: \$0.00

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA CONFIRMING CITY COUNCIL'S INTENT FOR USE OF AFFORDABLE HOUSING TRUST FUND MONIES FOR OUT TOWN ST. HELENA'S AFFORDABLE HOUSING PROJECT LOCATED AT 963 POPE STREET.

WHEREAS, On August 27, 2029, City Council authorized via Resolution 2019-106 a loan from the Affordable Housing Trust Fund to Our Town St. Helena (OTSH) to assist with the acquisition of a property located at 963 Pope Street (property). The purchase price of the property was \$850,000 for a 0.29-acre lot, zoned medium-density residential, with a 2-bedroom 1-bath house located near the front portion of the property. The property will be used solely for the use, operation, and development of affordable housing by constructing four additional units on the back half of the property for moderate- to low-income rental tenants; and

WHEREAS, On September 10, 2019, the City and OTSH entered into a Housing Trust Fund Loan Agreement in the amount of \$450,000 with zero percent interest, which funds were used to assist in the acquisition of the property; and

WHEREAS, On February 8, 2022, City Council authorized via Resolution 2022-10 a permanent loan from the Affordable Housing Trust Funds and Measure E in the amount of \$250,000 for the development of the property, bringing the total loan amount to \$750,000; and

WHEREAS, On August 8, 2023, City Council authorized via Resolution 2023-104 a loan in the total principal amount of \$1,000,000 (including those loans already disbursed - \$450,000) from the Affordable Housing Trust Funds (Funds 751 and 752) to OTSH for the development of the property. Additionally, the Resolution authorized and directed the City Manager to execute an Amended Loan Agreement and to execute all documents and carry out such actions as necessary to make the loan and carry out Council's direction as set forth in the Resolution; and

WHEREAS, On December 29, 2023, the City received the final closing statement from Placer Title for the additional funds authorized on August 8, 2023. The final statement shows the Loan from the City in the amount of \$550,000 (the difference between the \$450,000 already disbursed and the total amount of \$1,000,000 authorized), the loan payoff to Rural Community Assistance Corporation (RCAC) in the amount of \$445,898.80, and title charges and recording fees in the amount of \$2,121.80, leaving a balance of \$101,980.20 to be disbursed; and

WHEREAS, Regarding the amount remaining in escrow, during the closing process staff identified inconsistent language between the resolutions (2022-10 and 2023-104) and the attachment to Resolution 2023-104 in regards to the use of the funds; and

WHEREAS, City Council confirms the funds remaining in escrow can be used for the development of the affordable housing project located at 963 Pope Street.

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

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

SECTION 2. The City Council of the City of St. Helena hereby confirms the remaining balance of \$101,980.20 being held in escrow can be released to Our Town St. Helena for the development of the affordable housing project located at 963 Pope Street, St. Helena, CA 94574.

SECTION 3. The City Manager is authorized to execute a First Amendment to the Amended and Restated Affordable Housing Loan Agreement or other instruments reasonably necessary, including amended escrow instructions, in a form approved by the City Attorney, to authorize use of the City loan for development and construction activities for the Project.

Approved at a Regular Meeting of the St. Helena City Council on February 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



February 6, 2024

TO: Mayor and Members of the St Helena City Council

FROM: Jennifer La Liberte, Executive Director

SUBJECT: Affordable Housing Trust Funds Use

Our Town St Helena (OTSH) is very appreciative of the Council's support for and staff's assistance with providing a \$1 million permanent loan from the Affordable Housing Trust Fund to the 963 Pope Street Project. Generally, a permanent loan is secured by a property after the development is complete, and it is used to repay construction loans and other temporary financing. In the case of affordable housing development, local government loans are usually considered "soft loans" and are recorded on the construction (temporary) and permanent sides of the financing ledger which is helpful for securing hard loans. OTSH has been relying on the full \$1M commitment from the City for its temporary-to-permanent financing stack and would appreciate the Council's affirmation of staff's recommendation. Absent that, OTSH would have to raise an additional \$102K for its temporary financing.

P.O. Box 94 St Helena, CA 94574
www.ourtownstheleena.org



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	February 13, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing Amendment No. 4 to STH Contract: FY2023-002 in the amount of \$55,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not-to-exceed \$221,200.
GOAL:	Goal 6: Improve Employee Recruitment, Retention, & Morale, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	September 13, 2022 - Approval of Amendment No. 1 December 13, 2022 - Approval of Amendment No. 2 August 22, 2023 - Approval of Amendment No. 3
STATEMENT OF THE PURPOSE:	The purpose is to continue services from Regional Government Services (RGS) to augment human resources support for the City of St. Helena.
FINANCIAL IMPACT:	The financial impact for the contract amendment is \$55,000, which is available in the FY 2023-24 Operating Budget and does not require use of reserves.

BACKGROUND:

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

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

On September 13, 2022, City Council approved Resolution 2022-81 authorizing Amendment No. 1 to the agreement for an additional \$50,000, with a total contract

amount not to exceed \$75,000 to continue providing services during the staffing vacancies.

On December 13, 2022, City Council approved Resolution 2022-110 authorizing Amendment No. 2 to the agreement for an additional \$41,200, with a total contract amount not to exceed \$116,200 to provide additional services related to implementation of an online human resources platform associated with recruiting and onboarding new employees.

On August 22, 2023, City Council approved Resolution 2023-110 authorizing Amendment No. 3 to the agreement for an additional \$50,000, with a total contract amount not to exceed \$166,200 to provide ongoing Human Resources Management consulting services related to leave management.

DISCUSSION:

The City continues to have a need for ongoing human resources support related to leave management and policy development and desires to expand the scope of the Professional Services Agreement that was executed with RGS. RGS will provide immediate ongoing Human Resources Management consulting services, which include ad hoc consultation and initiation of work on identified priority projects, including but not limited to:

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

Staff is recommending an amendment to the agreement for an additional \$55,000, with a total contract amount not to exceed \$221,200.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Resolution RGS Contract Amendment](#)
[Amendment No. 4 RGS Contract HR Services](#)

CITY OF ST. HELENA

RESOLUTION No. 2024 -

Authorizing the City Manager to Execute Amendment No. 4 to STH Contract: FY2023-002 in the amount of \$55,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$221,200.

RECITALS

- A. The Human Resources Division of the Administrative Services Department is responsible for a wide range of functions, which include recruiting for vacant positions and onboarding new employees; and
- B. The City currently has one approved vacant position in the Human Resources Division; and
- C. The City contracted with Regional Government Services (RGS) to provide temporary assistance with human resources management and RGS has demonstrated they have the necessary skills, abilities, and staff to help fulfill the ongoing needs for human resources management for a total amount not-to-exceed of \$25,000; and
- D. On September 13, 2022, the City executed Amendment No. 1 to provide additional ongoing support for a total amount not-to-exceed of \$50,000; and
- E. On December 13, 2022, the City executed Amendment No. 2 to expand the scope of the services provided to include the implementation of the NEOGOV recruiting and onboarding platforms for a total amount not-to-exceed \$116,200; and
- F. On August 22, 2023, the City executed Amendment No. 3 to expand the scope of the services provided to include additional ongoing human resources support for an additional \$50,000 for a total not to exceed \$166,200; and
- G. The City of St. Helena and RGS now desire to execute an amendment to the agreement to expand the scope of the services provided to provide additional ongoing human resources support for an additional \$55,000 and a total amount not to exceed \$221,200.

RESOLUTION

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

Authorizes the City Manager to execute execute Amendment No. 4 to STH Contract: FY2023-002 in the amount of \$55,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$221,200.

Approved at a Regular Meeting of the St. Helena City Council on February 13, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

AMENDMENT NO. 4**TO PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES (RGS):
STH CONTRACT NO: 2023-002 FOR PROFESSIONAL SERVICES FOR HUMAN RESOURCES
ADVISORY SERVICES.**

This Amendment No. 4 to Agreement for Professional services is made effective on February 13, 2024, by and between the City of St. Helena, a municipal corporation ("City"), and Regional Government Services (RGS) ("Consultant").

RECITALS

- A. On August 5, 2022, The City of St. Helena and RGS entered into an agreement for Human Resources Advisory Services; and
- B. The City of St. Helena desired to continue utilizing RGS for on-call services for human resources assistance; and
- C. On September 13, 2022, the City of St. Helena and RGS amended the Agreement to provide additional ongoing services for an additional \$50,000 for a total amount not-to-exceed \$75,000; and
- D. The City authorized a contract with NEOGOV to provide online platforms to streamline the recruiting and onboarding processes for the City, and that work is ongoing; and
- E. RGS has extensive experience with implementation and management of the NEOGOV platforms and has provided a scope of work to complete the implementation; and
- F. On December 13, 2022, the City of St. Helena and Regional Government Services amended the Agreement for an additional \$41,200 for a total not to exceed \$116,200 to assist with the NEOGOV implementation; and
- G. On August 22, 2023. The City of St. Helena and Regional Government Services amended the agreement for an additional \$50,000 for a total not to exceed \$166,200 to provide on-going human resources support.
- H. The City of St. Helena desires to continue utilizing RGS for continued human resources assistance; and
- I. The City of St. Helena and Regional Government Services now desire to amend the Agreement for an additional \$55,000 for a total not to exceed \$221,200 to provide continued human resources support.

AGREEMENT

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

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

“Total compensation shall not exceed \$221,200...”

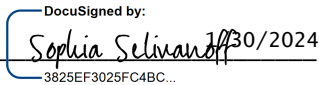
All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

CITY OF ST. HELENA
a Municipal Corporation

Signatures of Authorized Persons:

By:  _____

Print Name: Sophia Selivanoff

Title: Executive Director

By: _____
Anil Comelo, City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

**AMENDMENT NO. 4 TO MANAGEMENT AND ADMINISTRATIVE
SERVICES AGREEMENT**

This fourth amendment to the Management and Administrative Services Agreement between the **CITY OF ST. HELENA** ("Agency") and Regional Government Services Authority, hereinafter called "RGS" is made and entered into this 24th day of January 2024.

RECITALS

The Agency and RGS entered into an Agreement for services dated August 5, 2022. This Amendment is entered into with reference to the following facts and circumstances:

- A. Section 4.A, Compensation, is amended to increase the Not To Exceed (NTE) amount by \$55,000, to a revised total of \$221,200.
- B. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

Dated: 1/28/2024

Agency

RGS

Anil Comelo, City Manager
E: acomelo@cityofstheleena.org

DocuSigned by:
Sophia Selivanoff
Sophia Selivanoff, Executive Director

DocuSign Envelope ID: 1554F944-12F6-4483-AE0B-CBC86163A857



June 2, 2022

Via email to amitts@cityofsthenela.org

April Mitts
Administrative Services Director
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

RE: HUMAN RESOURCES SERVICES

Dear Ms. Mitts:

Thank you for giving Regional Government Services (RGS) the opportunity to provide this proposal for Human Resources (HR) services to the City of St. Helena (City). RGS is uniquely qualified to provide these services based on our specific and substantial expertise and experience working with public agencies throughout California and the flexible and scalable services provided by our team. Regional Government Services is a Joint Powers Authority (JPA) established in 2002 to serve the needs of cities, counties, special districts and other governmental entities throughout California. We provide a ready source of project and consulting services to meet the needs of our partner agencies in a broad range of administrative and support service areas. RGS has a proven track record working with local government agencies to successfully deliver effective HR management systems and administration in organizations which are similar in terms of demographics, size and needs as the City.

I have attached a proposal and draft Scope of Service describing our HR services and current hourly rates. RGS bills only for actually hours worked.

I look forward to further discussion with you; and to identifying a more prioritized scope of HR services that we may provide to the City. If you have any questions regarding this proposal, please feel free to contact me at (650) 587-7303 or via e-mail at bbennett@rgs.ca.gov.

Sincerely,

Bobbi Bennett

Bobbi Bennett, Human Resources Services Director
REGIONAL GOVERNMENT SERVICES



ABOUT REGIONAL GOVERNMENT SERVICES

Organizational Profile

RGS is a JPA established in 2002 to provide organizational services to other California public agencies. We have over 130 employees throughout California serving cities, special districts, counties, other JPAs and special consortiums of government agencies. RGS provides consulting services in the areas of human resources and financial management, organizational development, community engagement, strategic planning, and more specifically to public agencies.

RGS is a virtual government agency, and has developed a unique network of geographically distributed Advisors who work both onsite at partner agency offices, and through various remote access technologies to deliver services to partner agencies, reducing overhead and expanding our ability to provide high-quality services throughout the state. RGS Advisors form ad hoc teams to provide services and project delivery, and do not operate in a traditional organizational hierarchy.

Our Executive Director and Chief Financial Officer, Richard Averett, has worked with the Board of Directors since the JPA's inception to implement the Authority's strategic plan. Sophia Selivanoff, Deputy Executive Director, joined RGS in 2009 and as part of her role directs and manages all RGS services provided to partner agencies, develops new business and partner relationships. Bobbi Bennett, Human Resources Services Director, who has worked with RGS since 2015, supervises all human resources team members throughout the Authority.

At RGS, we believe in striving to be a partner to the agencies we serve, not simply a consultant or contractor. We believe in relationships that are lasting and mutually respectful and beneficial. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, our clients and our advisors learn openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's sole provider for many services, public trust is earned and must be used wisely. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.



PROPOSED HUMAN RESOURCES SERVICES

RGS Advisors have extensive human resources experience in public agencies in California, and provide a variety of HR consulting services. In addition to a core team of experienced HR generalists with outstanding communication, interpersonal, analysis and problem-solving skills, we have assembled a staff of subject-matter experts to offer “best practices” advice and HR deliverables in areas of: recruitment, selection methods, and employee onboarding; job analysis, work classification and organizational structures; design and administration of pay and benefit models and systems; performance management, competency building and evaluative feedback; disability and medical leave management; policy and procedure development and implementation; employee dispute resolution; administration of discipline; and labor relations.

RGS also offers expert resources in the allied fields of occupational safety and health, risk management, and organizational development to supplement core HR services; as well as delivering a supervisory skill building training program designed to align with public sector employment practices.

RGS consulting staff anticipate delivering comprehensive generalist HR consultation and administration services. The areas of services listed below can be included within an ongoing HR service model based on the City’s needs. In addition, more specifically-scoped HR services and projects not listed may also be added at the City’s request or RGS’ recommendation.

- **Recruitment and Selection/Employment Administration:** Develop and administer effective and compliant recruitment and selection/skills-testing processes (written tests, skills test, interviews, etc. as needed), pre-employment and hiring practices (post offer/pre-employment background checks and physical exams), and on-boarding of new staff.
- **Classification and Compensation Administration:** Develop classification and compensation policies and models, review and update job descriptions, establish study protocols and compensation evaluation guidelines; perform analytic classification studies and conduct compensation surveys; and ensure alignment with state and federal laws related to compensation including pay equity, minimum wages and compliance with Fair Labor Standards Act requirements.
- **Benefit Administration Services:** Review and can assist with pay changes and benefit forms, provide related education and information to employees and supervisors; address problems with benefit providers and systems. This may also include assisting employees with retirement processing and with life or disability insurance claims. RGS can assist to resolve day-to-day issues that occur in the interpretation and application of complex regulations and systems, particularly in the following areas:
 - **Medical Leave Administration:** Identifying pay and benefit requirements and formulating appropriate communications, ensuring legal compliance and recordkeeping, monitoring eligibility, managing modified work issues, and following up as needed with return to work or end of employment planning.



- **COBRA Benefits:** Identifying requirements and formulating appropriate communications, ensuring legal compliance and recordkeeping, monitoring eligibility, enrolling and ending services.
- **ADA Administration:** Identifying a schedule for reviewing and updating essential functions and physical demands contained in job descriptions; serving as the interactive process coordinator; and ensuring appropriate communications and records are made regarding agreed-upon temporary or permanent accommodations.
- **HR Recordkeeping:** Develop appropriate employment event documentation templates, and recordkeeping systems and standards as needed.
- **Benefits Design and Communication:** Analyze benefit policies, plans and offerings and their usage and functionality, and communicate information to employees about benefit offerings; RGS will also determine best practices and benefit integration strategies to maximize benefits while achieving cost containment. As needed, RGS can provide strategic guidance in the development of new or enhanced benefit offerings; and carry out effective implementation of selected benefits.
- **Performance Management:** Develop performance and behavioral expectations and standards and an evaluation system to support agency standards. As needed, RGS can provide performance management training and coaching to supervisors, facilitate employer-employee communication, and address issues that impact performance. RGS can also support formal performance corrections by drafting and administering performance improvement plans and disciplinary documents.
- **Personnel Policy and Procedures Development:** Update or develop new policies and procedures consistent with current legal standards and organizational objectives; and develop implementation and training plans for required changes.
- **Employee Relations Administration:** Review, interpret, and apply various provisions of policies, procedures, employment agreements and compensation resolutions; provide related education and information to employees and supervisors; write clarifying language and obtain agreement to same when needed. RGS can advise managers on the resolution of complaints and disputes, conduct research and prepare documents to support effective problem-solving, and facilitate formal and informal communications between employees and/or management to achieve agreements that result in a productive and positive workplace. Assist with employee grievance hearing and serve as hearing officer. Assist with coordination of discipline hearings.
- **Labor Relations:** Assist with labor grievance hearing and serve as hearing officer. RGS can provide chief or co-labor negotiator services as well as negotiation planning and communications, table support and document management, financial analysis of proposals and development of recommended MOU language.
- **Training:** Develop organizational training plans, and can handle administration of training on behalf of the organization. RGS can provide legally required training (sexual harassment



prevention, etc.) as well as training in performance management, supervisory roles, problem-solving, communication skills, and more as needs are identified and/or training is requested.

- **Selected Employment-Related Risk Management Functions:** RGS can oversee or assist with workers' compensation third-party (TPA) claims management, ensure compliance with HIPAA and other medical privacy laws; and manage administrative leave and fitness for duty situations. RGS may also develop, deliver, and provide training and programs for a variety of employee health, wellness and safety issues upon request.
- **Strategic Human Resources Planning:** Assess current and long-range organizational needs and priorities and review assigned functions and roles with associated competencies for the purpose of developing plans and timelines to improve organizational capacity and skills and to enhance organizational and administrative structures.
- **NEOGOV Insight Management:** RGS offers comprehensive NEOGOV project management and support services for the Insight applicant tracking system. This includes business process mapping and analysis, liaison with NEOGOV, systems configuration to agency's specifications and customization, data entry of essential information, and training of staff and management.

RGS staff prides itself on its ability to work collaboratively with appropriate stakeholders to deliver accurate, professional products and services within reasonable timelines, meet deadlines, and provide clear, honest, and effective communications, all of which help to promote good relations throughout our partnership. RGS Advisors will be reasonably available to perform services during the normal work week and within the agreed upon schedule.

PROJECT TEAM APPROACH AND QUALIFICATIONS

RGS is a virtual government agency, and has developed a unique network of geographically distributed Advisors who work both through various remote access technologies and, when needed, onsite to deliver services to partner agencies, reducing overhead and expanding our ability to provide high-quality services throughout the state.

RGS delivers ongoing HR Management Services through a team of Advisors. For the City, the core team will consist of a journey-level HR Advisor who will carry out activities to develop HR systems, resolve HR issues, and ensure timely delivery of HR functions. The journey-level Advisor will serve as the City's primary service provider and point of contact, and will identify, prioritize, and resolve or recommend resolution actions regarding employment-related issues. Together this core team will provide continuity of services and ensure that identified deliverables are provided.

At times, it may be of value to have a RGS HR Advisor be onsite. RGS presently has a well-qualified journey-level Advisors who are regionally available (within driving distance). While not all members of the assigned team will be in geographical proximity to the City's offices, RGS will make every effort to ensure that travel costs are minimized through effective remote service delivery.



SIMILAR ENGAGEMENTS AND REFERENCES

RGS understands and remains current on all requirements for effective public agencies HR functions. RGS presently serves as a full-service HR Department for a number of California public agencies. Additionally, RGS serves as the comprehensive HR management provider with as-needed services for multiple public agencies. RGS also provides various HR supplemental and project support services to dozens of other agencies throughout California.

References may be provided upon request.

SERVICE COST/BILL RATES

RGS Advisors are skilled at prioritizing projects and working within the budget of partner agencies. RGS provides services on an hourly basis, plus direct costs. While it is anticipated that expenses for travel, advertising, training or testing materials, and other direct external costs will be minimal, such expenses are not included in hourly rates, and will be invoiced to the City at cost with no markup. Mileage for site visits will be calculated/invoiced using the current IRS rate.

Work is performed as agreed, and subsequently billed each month based on hours actually worked.

Bill rates are as follows:

Title	Hourly Rate
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to 205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120



Scope of Services

Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisors to the City of St. Helena, hereafter “City”, which may require performing any or all of the functions described below:

1. Provide immediate as needed human resources consulting services to the City. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:
 - 1.1. Provide professional advice regarding best practice to facilitate the effective and compliant administration of the City’s personnel rules, human resources related policies and practices, and payroll practices.
 - 1.2. Provide professional guidance and assistance to City staff in the areas of performance management, training development, compensation, and benefits.
 - 1.3. Development and coordination of executive and non-executive level recruitments.
 - 1.4. Review payroll processes and practices to ensure compliance with state and federal laws and best practices.
 - 1.5. Benefit review and analyze of administration; assist with benefit administration.
 - 1.6. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
 - 1.7. Draft specific documentation relevant to resolving a range of human resources issues; coach managers as needed on effective actions and communications to achieve resolution; coach supervisors on conducting sensitive personnel conversations.
 - 1.8. Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and transactions.
 - 1.9. Review of classification descriptions and FLSA designation and recommend updates as needed.
 - 1.10. Conduct salary surveys of comparable agencies.
 - 1.11. Coordinate and assist with leave management, including but not limited to workers’ compensation, medical leaves, and reasonable accommodation.
 - 1.12. Update HR systems documentation for current best practices.
 - 1.13. Review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.
 - 1.14. NEOGOV project management and support.
2. Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate City project manager and with the RGS Advisor(s).
3. RGS will maintain open communication lines with City staff through written documentation, video conference calls, phone, and e-mail.



4. The City will only be invoiced for the actual hours worked. The work will be done remotely or onsite. RGS Advisors may only work onsite with the authority of the Human Resources Services Director.
5. Projects and activities may be modified on request of the City. The City will only be invoiced for the actual hours worked.
6. The RGS team assigned will be led by a journey-level Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff will be assigned to projects or tasks at the RGS Advisor's discretion.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 13, 2024
FROM:	Clayton Church, Public Works Operations Manager, Lesley Milton, Asst. to the City Manager
SUBJECT:	Consideration and proposed adoption of a Resolution approving a Professional Services Agreement with AlSCO Uniform Services Inc., for Citywide Uniform Services for a one-year contract period for a total not-to-exceed amount of \$20,135.66 with up to four additional one-year extensions.
GOAL:	Goal 6: Improve Employee Recruitment, Retention, & Morale, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Staff recommends City Council adopt the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To execute a contract for uniform services for Public Works staff in compliance with the Memorandum of Understanding with the St. Helena Employee Association.
FINANCIAL IMPACT:	The Financial Impact is \$20,136 annually. The annual costs of the contract are included in both the FY24 and FY25 adopted operating budgets.

BACKGROUND:

Pursuant to the Memorandum of Understand (MOU) between the City of St Helena and the St. Helena Employees Association (SHEA), Article 9 Section B requires the City to provide appropriate apparel or uniforms to be worn during work hours. As noted in the aforementioned MOU section, the following positions within the Public Works Department will be provided uniforms: Public Works Supervisor, Maintenance Worker I/II/III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator-in-Training, Plant Operator I/II/III, and Chief Plant Operator.

Each employee will receive a collection of shirts and pairs of trousers. Street and Water Distribution staff will additionally receive hi-visibility shirts. Parks, Wastewater Treatment, and Water Treatment staff will receive polo style shirts. In addition, Wastewater Treatment and Water Treatment personnel will receive coveralls as necessary for the type of work that they perform.

The proposed contract will provide the above uniforms as well as provide laundering services, maintenance, pick-up and delivery of uniforms on a weekly basis to the respective work locations.

DISCUSSION:

Staff obtained competitive quotes for uniform pricing from AlSCO Uniforms, Cintas Corporation, and Vestis (aka Aramark). The received proposals were analyzed based on weekly, monthly, and annual cost for the service. As a result of quote analysis, staff concluded AlSCO Uniforms to be the best choice and value based upon quality control, customer service, cost, and billing efficiency. While the value of the contract is low, this potentially could be a long-term contract. The structure of the agreement allows for the execution of a one-year contract with several extensions if mutually agreed upon by both parties each year, depending on the City's satisfaction with the service. Upon satisfactory completion of the contract, including extensions, staff will develop and issue a formal bid proposal package for the issuance of a long-term contract.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

DOCUMENTS ATTACHMENTS:

[Resolution PW Uniforms v1](#)
[Attachment A: PSA ALSCO](#)
[Attachment B: Bid Summary](#)

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALSCO UNIFORM SERVICES INC., FOR CITYWIDE UNIFORM SERVICES FOR A NOT-TO-EXCEED COST OF \$20,135.66 FOR THE FIRST YEAR WITH UP TO FOUR ONE-YEAR EXTENSIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

RECITALS

- A. **WHEREAS**, Pursuant to the Memorandum of Understand (MOU) City of St Helena and the St. Helena Employees Association (SHEA) Article 9 Section B requires the city to provide appropriate apparel or uniforms to be worn during work hours.
- B. **WHEREAS**, Staff obtained competitive quotes for uniform pricing from AlSCO Uniforms, Cintas Corporation and Vestis (aka Aramark).
- C. **WHEREAS**, The received proposals were analyzed based on weekly, monthly, and annual cost for the service and AlSCO Uniforms is the best choice and value based upon quality control, customer service, cost, and billing efficiency.

RESOLUTION

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

- 1. Authorizes the execution of a Professional Service Agreement with AlSCO Uniform Services Inc., for Citywide Uniform Services for a one-year contract period for a total not-to-exceed amount of \$20,135.66 with up to four additional one-year extensions.
- 2. Authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on February 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into on February 13, 2024 ("Effective Date") by and between the City of St. Helena, located in the County of Napa, State of California ("City"), and Alsco Inc. ("Consultant").

RECITALS:

A. City desires to employ Consultant to furnish services in connection with the project described as Uniform Services for Public Works Staff.

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

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

SECTION 1 – BASIC SERVICES

Consultant agrees to provide uniform services for the Public Works Department to include the following divisions: Water Treatment Division, Wastewater Treatment Division, Parks Division, Streets Division and Utilities Division. Services to be provided include supplying specified uniform styles, embroidering specific pieces, delivery, pick up, laundering and repairs of the following types of uniforms:

- High visibility long sleeve shirts
- High visibility short sleeve shirts
- Polo shirts
- Jean Pants
- Coveralls

A full list of supplied services for each of the divisions are set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

Delivery dates and times will be negotiated between the City and the Consultant.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall only be compensated for services rendered in connection with its performance of this Agreement or **Exhibit A, "Scope of Services"** (the "Services"). Any services in addition to those set forth in this Agreement or Exhibit A must be authorized in advance and in writing by the City.

The quantity of uniforms or frequency listed in Exhibit A is a maximum service level and can vary based on unanticipated vacancies or employee leave. City may adjust the quantity of uniforms at no penalty to the City. City will pay for actual services requested and rendered.

SECTION 3 – TIME FOR COMPLETION

Services will be provided on a weekly basis to each of the divisions. The term of this

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Alsco Uniform Services Inc. 1/30/24

Agreement is for one year with the option for City, at its sole discretion, to extend for up to four (4) one-year extensions, by written notice provided to Consultant thirty (30) days prior to contract expiration.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the rates included in **Exhibit A “Scope of Services”** up to the not to exceed contract costs outlined in **Exhibit B, “Compensation”** attached hereto and made a part hereof. Total compensation for the initial one-year period shall not exceed \$20,135.66 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges for the services in Exhibit A that are provided. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INTENTIONALLY OMITTED

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

G. Other Insurance Provisions. The commercial general liability and automobile liability

policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law, as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. Intentionally omitted.

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of

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City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

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

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

SECTION 11 – INTENTIONALLY OMITTED

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder.

City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – INTENTIONALLY OMITTED

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and

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all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant’s invoices pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

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

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

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under

no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City entities from any liability under this Agreement.

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: AlSCO Inc.
Attn: General Manager
3311 Industrial Drive
Santa Rosa CA 95403

With a courtesy copy to:
AlSCO Inc.
Attn: Legal Department
505 E 200 S
Salt Lake City, UT 84102

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

SECTION 21 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement after giving the other party ten (10) days' written notice and opportunity to cure.

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

ALSCO INC.:

CITY OF ST. HELENA

By: _____
Name: _____
Title: _____

By: _____
Anil Comelo
City Manager

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

Exhibit A
“Scope of Services”



IT PAYS TO KEEP CLEAN

September 15, 2023

Joe Leach
Operations
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Dear Joe Leach:

Thank you very much for your confidence in allowing me to present the attached proposal. AlSCO commits our complete resources and support to provide you with continuous, prompt, and dependable service.

Joe Leach, our proposal represents an outstanding opportunity for City of St. Helena and AlSCO. AlSCO has been in business for over 130 years and has a history of fair dealing and superior customer service. Your acceptance ensures your company of competitive price stability, top-of-the-line quality products, ease of transition from your current program, and commitment from our employees to provide you the best service possible.

We look forward to your favorable consideration and appreciate your willingness to begin our successful business relationship.

Best regards,

Justin Melia
Sales
Consultant

AlSCO Uniforms · 3311 Industrial Drive · Santa Rosa, CA 95403 · 707-523-
3311 · alsco.com

AlSCO Solutions and Standards of Excellence

At AlSCO, we know that transitioning from one program to another can seem overwhelming. We make the transition phase as seamless as possible by being flexible, accurate, and sensitive to your needs. Please ask your AlSCO representative for a list of recently installed new customers who can share their positive experiences with you.

Distribution:	• Lockers and Soil Lockups are provided as needed to protect and organize garments. • Inventory Control Systems ensure delivery of the correct amount of inventory for your needs and budget.
Repairs:	• Our Garment Repair System enables us to maintain your garments in the best possible condition, free of missing buttons, tears, etc. • Internal Quality Control inspections ensure complete repairs are made promptly.
Quantities:	• <i>A-TrackSM</i> online account management system provides you with online account management in real time. • Our Special Delivery System ensures you always have uniforms when you need them.
Quality:	• The AlSCO Consistent Appearance System ensures your company maintains the image you expect and need. • Our high-tech equipment delivers a superior level of quality at very competitive prices. • Internal Quality Control inspections ensure the highest level of consistent quality. • AlSCO's Uniform Shield ensures peace of mind from unexpected costs due to your company's normal wear and tear on uniforms.
New Items:	• Our professional Route Sales Representatives manage your account for you so you can focus on your business. • <i>A-TrackSM</i> online account management system lets you place orders and make changes on line at your convenience.
Consistent Billing:	• AlSCO's easy-to-understand Billing System allows you to manage your uniform costs. • <i>A-TrackSM</i> online account management system helps you analyze costs over extended periods of time.
Correct Inventories:	• We perform account audits on a regular basis to make certain our systems are working smoothly and that your inventory is within appropriate levels. • Our Inventory Control Systems ensure proper inventories and consistent cost controls for your company's needs.



Responsiveness:

- All service personnel are equipped with cell phones so requests and questions receive an immediate *One & DoneSM* response.
- Our account audits and goodwill visits keep things running smoothly.
- The AlSCO Special Delivery System addresses any unforeseen needs.



**AlSCO Competitive
Advantages**

- A-Track Online account management
- Certified healthcare-wash formulas
- Employee tenure and training
- Environmentally friendly processes - "green"
- Highest quality Made in USA product
- Live inbound call reception
- Multiple branch support
- Multiple deliveries per week
- Privately owned
- Regular inventory reviews
- Service guarantee
- Weekend and special deliveries
- Waive prep charges on initial delivery
- Local Processing Facility



Uniforms

Description	Unit Price	Uniform Shield	Replacement Cost	Service Frequency	Billing %
Sport Polo Shirt, Royal Blue	\$0.260	\$0.00	\$23.30	Weekly	100%
Hanger Rack	\$0.000			Weekly	100%
Garment Repair Board	\$0.000			Weekly	100%
Jeans, Industrial, Regular Fit, Indigo Blue	\$0.340	\$0.00	\$30.82	Weekly	100%
Short Sleeve Hi-Visibility Ripstop Work Shirt with Type R Class 3	\$0.680	\$0.00	\$127.93	Weekly	100%
Long Sleeve Hi-Visibility Ripstop Work Shirt with, Type R Class 3	\$0.700	\$0.00	\$131.23	Weekly	100%
Coverall Action Back Navy	\$0.37	\$0.00	\$41.14	Weekly	100%

Equipment

Description	Unit Price	Replacement Cost	Service Frequency
Laundry Bag	\$0.000	\$9.00	Weekly
Laundry Bag Stand	\$0.000	\$13.00	Weekly

Definition of Charges

Description	Unit Price	Service Frequency
Delivery Minimum	\$25.000	Weekly
Special Delivery Charge	\$50.000	Each
Service Charge (weekly)	\$10.000	Weekly

Initial Embroidery and preparation charges are waived. Should replacement uniforms be needed, embroidery is included in the replacement cost. Should the City choose to cancel the contract, uniforms with embroidery will become the property of the City at the replacement cost rate, as they

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cannot be repurposed with embroidered names on them.

A 3% increase to prices are applied annually for subsequent years.



CLIENT: CITY OF ST.HELENA-

Other Comments or Special Instructions
Water Treatment Plant

Thank You For Your Business!

Estimated worksheet

CLIENT: CITY OF ST.HELENA-

ITEM #	PRODUCT DESCRIPTION	Weekly Billed	Inventory	UNIT PRICE	TOTAL
	Polo Shirt Sport -Color	33	33	\$ 0.26	\$ 8.58
	Jean Pants	33	33	\$ 0.34	\$ 11.22
	Coverall Action Back Navy	6	6	\$ 0.37	\$ 2.22
	Laundry Bag Stand	1	1	\$ -	\$ -
	Laundry Bag	1	2	\$ -	\$ -
					\$ -
	Service Charge	1		\$ 10.00	\$ 10.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				SUBTOTAL	\$ 32.02
Other Comments or Special Instructions					
					\$ -
				TOTAL	\$ 32.02

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If you have any questions about this invoice, please contact
Justin Melia 707-292-6501
jmelia@alsco.com

Thank You For Your Business!



Estimated worksheet

CLIENT: CITY OF ST. HELENA-P

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If you have any questions about this invoice, please contact
Justin Melia 707-292-6501
jmelia@alsco.com

Thank You For Your Business!

Estimated worksheet

CLIENT: CITY OF ST.HELENA-S

ITEM #	PRODUCT DESCRIPTION	Weekly Billed	Inventory	UNIT PRICE	TOTAL
	High Vis Shirt Long Sleeve	30	30	\$ 0.70	\$ 21.00
	High Vis Shirt Short Sleeve	25	25	\$ 0.68	\$ 17.00
	Jean Pant	55	55	\$ 0.34	\$ 18.70
	Laundry Bag Stand	1	1	\$ -	\$ -
	Laundry Bag	1	2	\$ -	\$ -
					\$ -
	Service Charge	1		\$ 10.00	\$ 10.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				SUBTOTAL	\$ 66.70
Other Comments or Special Instructions					\$ -
				TOTAL	\$ 66.70

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If you have any questions about this invoice, please contact
Justin Melia 707-292-6501
jmelia@alsco.com

Thank You For Your Business!

[illegible]

Other Comments or Special Instructions	
UTILITIES	

TOTAL	\$ 66.70

If you have any questions about this invoice, please contact
Justin Melia 707-292-6501
jmelia@alsco.com

Thank You For Your Business!

Exhibit B
“Compensation”

AlSCO Uniform Services will submit monthly invoices for uniform services rendered to the City in accordance with the rates established in Exhibit A.

Public Works Division	Weekly Cost	Annual Costs
WTP (3 staff) includes coveralls	\$32.02	\$ 1,665.04
WWTP (3 Staff) includes coveralls	\$32.02	\$ 1,665.04
PARKS (5 staff)	\$34.00	\$ 2,236.00
STREETS (5 staff)	\$66.70	\$ 3,468.40
UTILITIES (5 staff)	\$66.70	\$ 3,468.40

TOTAL ANNUAL SERVICE COST \$ 12,502.88

Estimated Annual Replacement Costs Due to Staff Turn Over

** Only uniforms that have been embroidered are required to be replaced*

Department Group	Uniform Replacement Cost per Employee	Staff Turn Over Per Year	Annual *Possible New Employee Cost
Water/Wastewater	\$222.60	1	\$222.60
Parks	\$256.30	2	\$512.60
Streets & Utilities	\$1,423.73	3	\$4,271.19

Turn Over Cost \$5,006.39

ANNUAL CONTRACT COSTS

Contract Term	Service Cost	Annual 3% Increase	Contingency 15%	Total Contract Value for Year
Year 1 Cost	\$17,509.27	\$0.00	\$2,626.39	\$20,135.66
Optional Year 2	\$17,509.27	\$525.28	\$2,705.18	\$20,739.73
Optional Year 3	\$18,034.55	\$541.04	\$2,786.34	\$21,361.92
Optional Year 4	\$18,575.58	\$557.27	\$2,869.93	\$22,002.78
Optional Year 5	\$19,132.85	\$573.99	\$2,956.03	\$22,662.86

Attachment C: Summary of Bids

	ALSCO	CINTAS	ARAMARK
WTP (3) includes coveralls	\$ 1,665.04	\$ 3,311.88	\$ 1,995.24
WWTP (3) includes coveralls	\$ 1,665.04	\$ 3,311.88	\$ 1,995.24
PARKS (5)	\$ 2,236.00	\$ 3,060.20	\$ 3,031.60
STREETS (5)	\$ 3,468.40	\$ 6,881.16	\$ 3,031.60
UTILITES (5)	\$ 3,468.40	\$ 6,881.16	\$ 3,031.60

TOTAL ANNUAL COST	\$ 12,502.88	\$ 23,446.28	\$ 13,085.28

Three years	\$ 37,508.64

Two year extention	\$ 25,005.76

	\$ 62,514.40



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 13, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Waiver of second reading and proposed adoption of Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 3: Pursue Water Security & Sustainable Management of Water Resources
RECOMMENDED ACTION:	Waive second reading and adopt an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.
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. On January 23, 2024, the City Council conducted and approved a first reading of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.
STATEMENT OF THE PURPOSE:	To adopt 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.

On January 23, 2024, the City Council conducted and approved a first reading of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.

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: CONSENT ITEMS

Department: Public Works

DATE:	February 13, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Waiver of second reading and proposed adoption 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:	Waive second reading and adoption the 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.
PREVIOUS COUNCIL ACTION:	On January 23, 2024, the City Council introduced and waived 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.
STATEMENT OF THE PURPOSE:	To adopt 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.

On January 23, 2024, the City Council conducted and approved a 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.

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.

As noted at the January 23, 2024 City Council meeting, staff will provide a subsequent staff report for City Council action to delineate specific addresses where the City will remain responsible for sidewalk maintenance (e.g. downtown sidewalks).

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)

Cindy Tzaopoulos

From: Mark Smithers <msmithers@tfewines.com>
Sent: Tuesday, February 13, 2024 8:39 AM
To: Paul Dohring; Eric Hall; Anna Chouteau; Billy Summers; Lester Hardy; Anil Comelo
Cc: Cindy Tzaopoulos; Joseph Leach
Subject: [External] February 13, 2024 consent item 10.6 regarding municipal code restatement is section 12.08

Dear Mayor, City Council members, and City Manager

I request you pull from the consent calendar item 10.6 and discuss specifically the restatement of section 12.08.150. Per staff report, section 12.08.150 is amended and states that **property owners are responsible for repair, maintenance, reconstruction, etc to the centerline of the street fronting their property.** This concern was brought up by council member Summers at the last discussion and it was my understanding that staff was to adjust the amended section to remove any property owner responsibility for street maintenance, repair, or reconstruction. Further, I request removing property owner liability resulting from injury or damage due to disrepair of the street fronting a property owner's property as suggested in other sections of municipal code 12.08.

As written and amended our City would not be responsible for any road maintenance as each property owner fronting any street would be responsible for street maintenance, repair, and reconstruction to the centerline. The owner on one side of the street and the owner on the other side of the street.

Additionally, section 12.08.02 A requires property owners to remove and clean away the weeds, grass, brush, and debris **in the public right of way fronting their property to the centerline of the street.** Again, this requires property owners to be responsible for streets and street maintenance. It is also concerning that this section may require property owners to limb up and shear all tree branches hanging over the right of way and street to their property line which would horribly change many of our tree-lined streets and neighborhoods. The issue related to limbing up and shearing away branches needs to be clarified specifically in the code. This code section needs to be amended to remove property owner responsibility of the street.

Please pull from the consent calendar and through discussion arrive at amendments removing property owner responsibility for street maintenance and repair and clearly stating trees are not to be limbed up and sheared back to the property line.

With all respect,

Mark Smithers
 St Helena, CA
 707-290-4508

Mark Smithers | Senior Vice President, Finance
 Trinchero Family Estates
 Office: 1-707-302-3027 | Ext. 2612 | Mobile: 1-707-290-4508
 msmithers@tfewines.com

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Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 13, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Waiver of second reading and proposed adoption of an 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:	Waive second reading and adopt an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.
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. On January 23, 2024, the City Council introduced and waived first reading of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.
STATEMENT OF THE PURPOSE:	To adopt 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.

On January 23, 2024, the City Council conducted and approved a first reading of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.

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: CONSENT ITEMS

Department: Public Works

DATE:	February 13, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing a Professional Services Agreement with Peterson Mechanical for Heating, Ventilation, and Air Conditioning Maintenance Services for a Not-To-Exceed Contract Amount of \$105,000.00 for a three-year contract term.
GOAL:	Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approve the Resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	Authorization to execute a three-year agreement for Heating, Ventilation, and Air Conditioning Services at City facilities.
FINANCIAL IMPACT:	The financial impact of the annual contract amount for \$35,000 per year is already included in the FY 24 and FY 25 budgets.

BACKGROUND:

The City maintains multiple buildings throughout the City that house its operations. Ten City facilities have a Heating Ventilation and Air Conditioning system (HVAC) each of which require routine maintenance services to keep it operational. Good preventative maintenance of the HVAC systems requires bi-annual inspection and maintenance as well as annual cooling tower tear down and cleaning, depending on the unit. In order to keep these systems operating continuously and efficiently, services need to be routine and it is in the best interest of the City to have a contracted HVAC service provider to provide these services on a scheduled basis and be available for on-call services when necessary.

DISCUSSION:

A Request for Proposals was released on November 17, 2023, for HVAC preventative maintenance and repair services. Bids were due on December 15, 2023, but after issuing two addenda, the final due date was extended to December 20, 2023. The services requested consist of routine, bi-annual preventative maintenance, extraordinary maintenance, and emergency repairs of HVAC systems in accordance with the *Service Locations and Equipment List* included in the bid. The bid indicated qualified contractors would be required to provide appropriately trained professional

HVAC personnel as well as requisite equipment in order to perform HVAC preventative maintenance and repair services of the highest quality.

Bid responses were due on December 20, 2023, and seven proposals were received. All seven were verified as responsive and then rated by the HVAC Maintenance and Repair RFP selection team. The top vendor was selected both based on quality of proposal, consultant identification and team, references and project examples, as well as cost.

Bidding Firms

ACCO Engineered Systems Inc.

Bell Products, Inc.

Peterson Mechanical

Matrix HG Inc.

Emcor Service Mesa Energy Systems

United Mechanical Inc.

Arial HVAC

The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price. Taking into consideration quality, services, fitness or capacity to the particular requirements of the City, and price, the proposal provided by Peterson Mechanical has been verified as the lowest responsive and responsible bid.

Staff has contacted Peterson Mechanical and recommends authorization to enter into a Professional Services Agreement for a 3-year period, with an annual contract value of \$35,000 per year totaling a not-to-exceed value of \$105,000.00 with two possible one-year extensions.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

DOCUMENTS ATTACHMENTS:

[Resolution HVAC Peterson Mechanical](#)

[20240213 PSA Peterson Mechanical HVAC](#)

[Bid Response HVAC](#)

[RFP HVAC Repair & Maintenance](#)

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PETERSON MECHANICAL FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE SERVICES FOR A THREE (3) YEAR CONTRACT PERIOD FOR A TOTAL AMOUNT NOT-TO-EXCEED \$105,000 WITH UP TO TWO ADDITIONAL 1-YEAR EXTENSIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

RECITALS

- A. **WHEREAS**, The City maintains multiple buildings throughout the city that house its operations. Ten City facilities have a Heating Ventilation and Air Conditioning system (HVAC) each of which require routine maintenance services to keep it operational.
- B. **WHEREAS**, Good preventative maintenance of HVAC systems require bi-annual inspection and maintenance as well as annual cooling tower tear down and cleaning, depending on the unit.
- C. **WHEREAS**, In order to keep these systems operating continuously and efficiently, services need to be routine and it's in the best interest of the city to have a contracted HVAC service provider to provide these services on a scheduled basis, as well as be available for on-call services when necessary.
- D. **WHEREAS**, A request for Proposals was released on November 17, 2023, for on-call mechanical maintenance services, and bids were received on December 20, 2023.
- E. **WHEREAS**, seven proposals were received and evaluated based on quality of application, consultant identification and team, references and project examples, as well as cost and all were deemed responsive.
- F. **WHEREAS**, The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price and in doing

so, the proposal provided by Peterson Mechanical has been verified as the lowest responsive and responsible.

RESOLUTION

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

1. Authorizes the execution of a Professional Service Agreement with Peterson Mechanical for mechanical maintenance services for an initial three years for a total not-to-exceed amount of \$105,000.00 with two optional one-year extensions.
2. Authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on February 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
Heating Ventilation and Air Conditioning (HVAC) Maintenance and Repair Services**

THIS AGREEMENT, made and entered into on February 13, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Peterson Mechanical (Consultant).

RECITALS:

- A. The City maintains multiple buildings throughout the city that house it's operations. Ten City facilities have a Heating Ventilation and Air Conditioning system (HVAC) each of which require routine maintenance services to keep it operational.
- B. Good preventative maintenance of HVAC systems require bi-annual inspection and maintenance as well as annual cooling tower tear down and cleaning, depending on the unit.
- C. In order to keep these systems operating continuously and efficiently, services need to be routine and it's in the best interest of the city to have a contracted HVAC service provider to provide these services on a scheduled basis, as well as be available for on-call services when necessary.
- D. A request for Proposals was released on November 17, 2023 for on-call mechanical maintenance services, and bids were received on December 20, 2023.
- E. Whereas, seven proposal were received and evaluated based on qualify of application, consultant identification and team, references and project examples, as well as cost and all were deemed responsive.
- F. The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price and in doing so, the proposal provided by Peterson Mechanical has been verified as the lowest responsive and responsible.

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** that was included in the Request for Proposals and made part of this Agreement. Within the first month of this contract, the Public Works department and the Consultant will draft and agree upon a preventative maintenance schedule for equipment listed in **Exhibit B "Service Location and Equipment List"** and charged according to **Fee Schedule in section 4**. All other services will be provided on an on-call basis, and are conditioned upon response times as listed in Section 3.

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The term of this agreement is for three years, with the option of two one (1) year extensions that can be issued upon written agreement of both parties within 30 days of contract expiration.

Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.

Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified for each service described in Section 1, at the rates listed in the below Rate Schedule. Total compensation shall not exceed \$105,000.00 unless additional compensation is approved in accordance with Section 2.

Rate Schedule

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for HVAC preventative maintenance and repair services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Preventative Maintenance At City Facilities	Hourly Rate or Flat Fee
1.	Routine Inspection of all systems to keep system in efficient fully automatic operation (semi-annual)	\$16,667.50 Annually
2.	Annual Cooling Tower Tear Down and Cleaning for all systems	\$1,860.00 Annually
3.	Hourly Rate for Repairs	\$190.00
4.	Hourly Rate for Repairs after normal business hours	\$230.00
6.	Trip charge rate or fee (please specify, if none say N/A)	NA
7.	Emergency Call out additional rate or fee (please specify if none say N/A))	NA
8.	Filters	\$800.00 Each

* Any required/additional parts and services need to be authorized in advance by the Public Works designee prior to ordering.

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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HVAC Maintenance and Repair Services – Peterson Mechanical 2024

expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time

of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the

Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

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

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

To Consultant: Scott Peterson
Peterson Mechanical
21819 8th Street
Sonoma, CA 95476

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements,

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HVAC Maintenance and Repair Services – Peterson Mechanical 2024

representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary

of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: Scott Peterson
Title: Vice President

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A – SCOPE OF WORK

Contractor will perform ongoing mobile maintenance and repair services of city equipment and facilities. Certain portions of the Services will be regularly-scheduled preventive maintenance (“PM”) services and certain portions of the Services will be performed on an On-Call basis (“On-Call”), meaning that City of St. Helena may request unscheduled maintenance or repair/replacement services to remedy an unexpected equipment issue or emergency. For any PM Services performed under this contract, Contractor and city will negotiate a PM schedule as described in these Technical Specifications and will be expected to perform the PM according to that schedule. Contractor shall provide firm fixed rates for PM tasks on Cost Proposal. Any On-Call type Services performed under this Contract will be authorized by City of St. Helena via the issuance of a written work order.

- A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
- B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- C. Contractor shall maintain an adequate crew of employees to perform the service required.
- D. Unit prices quoted shall include all required safety equipment owned and available for work.
- E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
- F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
- H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
- I. Contractor shall possess a valid/current C-10 Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City
- J. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
- K. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- L. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- M. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written

correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.

N. Maintenance Records

- a. The Contractor shall keep a current, permanent operational record of all services performed at a service location, including, but not limited to, routine maintenance, service calls and extraordinary maintenance, for each and every piece of equipment that the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) calendar days upon request of the Director of Public Works or designee thereof. The form shall include, at a minimum, the date, time, description of device including all model, part or serial numbers, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken.

O. Response Criteria for Emergency Routine Services

- a. The Contractor must ascertain whether service requests are of an “emergency” nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

City Responsibilities. The City will:

- A. Provide guidelines for preventative maintenance and repair services for associated equipment.
- B. Conduct regular periodic review to ensure the Contractor’s adherence to the Contract and the specifications and continued ability to responsibly perform the services.
- C. Prepare a Contract Discrepancy Report to identify the Contractor’s specific failures to meet Contract requirements.
- D. If needed, provide escort, access card, or keys to the Contractor.

Exhibit A SCOPE OF WORK

The City of St. Helena requests bid proposals for qualified HVAC preventative maintenance and repair services to be performed at various City facilities in accordance with the terms and conditions set forth in this RFB. The service consists of routine preventative maintenance, extraordinary maintenance, and emergency repairs of HVAC systems for locations that are the responsibility of the City and in accordance with the attached Service Locations and Equipment List.

Maintenance and repairs shall be extended to include all future service installations at the rates set forth in the Contract and the Contractor may be required to assist in the final inspection of such future service installations. The Contractor is to furnish all tools, equipment, apparatus, facilities, labor, services, and materials, and perform all services necessary to maintain the HVAC systems covered by the Contract.

Routine Preventative Maintenance

The Contractor shall provide a program of routine preventative maintenance designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The program, the cost of which is specified in the Contract unit price for HVAC systems, shall include, but not be limited to, all equipment, labor, and materials required to complete all necessary routine preventative maintenance and no additional compensation shall be given to complete those tasks

Desired Service Level

Inspect and service the Unit(s) to keep the System(s) in efficient fully automatic operation. Systems may include the following:

- Through the Wall Heat Pumps
- Lochinvar Boiler
- Cooling Tower w/pumps
- Heat pumps
- Bosch Heat Pump
- Split Systems
- Ductless Split System
- Radiant Heaters
- Electric Heaters
- Exhaust Fans
- Make up air Unit
- Water Heaters
- Bard Units
- Water source Heat Pump
- Hanging Heater
- Furnace

Full Service would Include, but is not limited to:

- Lubricate motors and bearings.
- Check equipment for rust, wear, etc.
- Calibrate and program thermostat.

- Check defrost controls.
- Check heat strips.
- Check reversing valve.
- Measure voltage readings.
- Measure temperature split.
- Clean condensate pan.
- Check electrical and start components.
- Check crankcase heater.
- Check refrigerant oil levels.
- Check and adjust refrigerant pressure.
- Clean condenser coil as required.
- Clean evaporator coil as required.
- Inspect combustion air vents and flue pipe.
- Measure amperage draws.
- Adjust and clean pilot and burners.
- Inspect and clean heat exchanger.
- Check safety controls.
- Check electronic igniter.
- Check thermocouple.
- Adjust or replace belts and drives.
- Clean or replace filters.

Permits, Licenses and Inspections

The Contractor shall have at least a Class "C 20" license at the time of awarding of the Contract. The Contractor and all its subcontractors shall obtain and pay for a City business license from the City prior to the commencement of services. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. All services performed, or equipment or parts supplied by the Contractor, shall be subject to inspections and approval of the Director of Public Works, or designee thereof.

Other Provisions

- A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
- B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- C. Contractor shall maintain an adequate crew of employees to perform the service required.
- D. Unit prices quoted shall include all required safety equipment owned and available for work.
- E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
- F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.

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- G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
- H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
- I. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
- J. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- K. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- L. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
- M. Maintenance Records
 - a. The Contractor shall keep a current, permanent operational record of all services performed at a service location, including, but not limited to, routine maintenance, service calls and extraordinary maintenance, for each and every piece of equipment that the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) calendar days upon request of the Director of Public Works or designee thereof. The form shall include, at a minimum, the date, time, description of device including all model, part or serial numbers, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken.
- N. Response Criteria for Emergency Routine Services
 - a. The Contractor must ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.
- O. City Responsibilities. The City will:
 - a. Provide guidelines for preventative maintenance and repair services for associated equipment.
 - b. Conduct regular periodic review to ensure the Contractor's adherence to the Contract and the specifications and continued ability to responsibly perform the services.

- c. Prepare a Contract Discrepancy Report to identify the Contractor's specific failures to meet Contract requirements.
 - d. If needed, provide escort, access card, or keys to the Contractor.
- P. The City will only pay for hours and work performed. The City may, in accordance with the Specifications, order more or less work as necessary at the City's sole discretion, as increased or decreased by the hourly rates noted and payment will be made for the amount of work or materials actually provided as determined by the City and accepted at the hourly rates noted in the bid.

Exhibit B – Service Locations and Equipment List

* additional equipment could be added during the course of the contract according to the needs of the city

Location	Address
Corp Yard	1405 Charter Oak Ave
Library	1492 Library Lane
Waste Water Treatment Plant	
Fire Department	1500 Main Street,
Carnegie	1360 Oak Avenue
Water Treatment Plant	
Head Start	Crane Park
RLS museum	1472 Library Ln
Scout Hall	1515 Railroad Ave
Recreation Redwood Room	1574 Railroad Avenue

Systems may include the following:

- Through the Wall Heat Pumps
- Lochinvar Boiler
- Cooling Tower w/pumps
- Heat pumps
- Bosch Heat Pump
- Split Systems
- Ductless Split System
- Radiant Heaters
- Electric Heaters
- Exhaust Fans
- Make up air Unit
- Water Heaters
- Bard Units
- Water source Heat Pump
- Hanging Heater
- Furnace



**City of St. Helena
Public Works Department**

Bid Results for Posted Request for Proposals or Bids

Project Title: Heating Ventilation and Air Conditioning (HVAC) Repair and Maintenance Services

Proposal Due Date: December 15, 2023

Proposer	Aggregate Rating (100 points)
Peterson Mechanical	90
Matrix HG Inc.	86
ACCO Engineered Systems Inc.	85.5
Bell Products, Inc.	84
United Mechanical Inc.	78
Emcor Service Mesa Energy Systems	73.5
Arial HVAC	48



REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR SERVICES
HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
REPAIR AND MAINTENANCE SERVICES

DATE ISSUED: Friday, November 17, 2023

DATE DUE: Friday, December 15, 2023, 5PM

CONTACT: Lesley Milton, Assistant to the City Manager
lmilton@cityofstheleena.org
(707) 312-1208

The City is only accepting proposals electronically via email to lmilton@cityofstheleena.org

Only email's sent to lmilton@cityofstheleena.org will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

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EXHIBITS

- A. General Information (Form 1)
- B. Consultant Identification and Team (Form 2)
- C. Related Project Examples and References (Form 3)
- D. Proposal (Form 4)
- E. Exceptions to the Contract (Form 5)
- F. Service Locations and Equipment List.
- G. SAMPLE CITY OF ST. HELENA PROFESSIONAL SERVICES CONTRACT

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2019 is 6,133 (CA Department of Finance). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$15 million.

II. GENERAL INFORMATION

City of St. Helena is requesting bid proposals from qualified contractors to provide HVAC preventative maintenance and repair services at various City locations. The Services to be performed under the Contract, if awarded, will consist of routine preventative, extraordinary, and emergency repairs, as delineated. The successful contractor ("Contractor") will be required to provide appropriately trained professional HVAC personnel as well as requisite equipment in order to perform HVAC preventative maintenance and repair services of the highest quality.

The City will determine the work to be performed on an on-call as-needed, when needed basis. The Contractor (s) shall furnish all labor, equipment, materials, and supervisors to perform all services as described. The Contractor shall provide a program of routine preventative maintenance designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment.

The City will select, the most qualified Contractor with competitive prices to perform the work. The City reserves the right to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to reject all bids and circulate another RFP.

The term of the agreement is for three years, with two, one-year extensions. The City anticipates City Council authorization to award a contract/agreement in January 2024.

III. QUALIFICATIONS

Minimum Qualification Requirements The following are the minimum qualification requirements for this RFP. Proposals that fail to meet these requirements will be rejected.

1. The Contractor must provide evidence of at least five (5) years of experience in the HVAC Preventative Maintenance and Repair service industry.
2. The Proposer, during the last three years, must have administratively managed at least one contract of this size (in terms of dollar value) while maintaining the required delivery schedule.

3. The Proposer must have and maintain staffing levels sufficient to provide adequate service levels to all the sites listed in this RFP.
4. The Proposer must possess knowledge of all laws, regulations, and codes regarding the maintenance of the types of equipment listed in this solicitation, including disposal methods of fluids and other materials that might be used in maintenance and repair that are considered hazardous waste by local, state, and federal regulations.

IV. SCOPE OF WORK

The City of St. Helena requests bid proposals for qualified HVAC preventative maintenance and repair services to be performed at various City facilities in accordance with the terms and conditions set forth in this RFB. The service consists of routine preventative maintenance, extraordinary maintenance, and emergency repairs of HVAC systems for locations that are the responsibility of the City and in accordance with the attached Service Locations and Equipment List.

Maintenance and repairs shall be extended to include all future service installations at the rates set forth in the Contract and the Contractor may be required to assist in the final inspection of such future service installations. The Contractor is to furnish all tools, equipment, apparatus, facilities, labor, services, and materials, and perform all services necessary to maintain the HVAC systems covered by the Contract.

Routine Preventative Maintenance

The Contractor shall provide a program of routine preventative maintenance designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The program, the cost of which is specified in the Contract unit price for HVAC systems, shall include, but not be limited to, all equipment, labor, and materials required to complete all necessary routine preventative maintenance and no additional compensation shall be given to complete those tasks

Desired Service Level

Inspect and service the Unit(s) to keep the System(s) in efficient fully automatic operation. Systems may include the following:

- Through the Wall Heat Pumps
- Lochinvar Boiler
- Cooling Tower w/pumps
- Heat pumps
- Bosch Heat Pump
- Split Systems
- Ductless Split System
- Radiant Heaters
- Electric Heaters
- Exhaust Fans
- Make up air Unit
- Water Heaters
- Bard Units
- Water source Heat Pump

- Hanging Heater
- Furnace

Full Service would include, but is not limited to:

- Lubricate motors and bearings.
- Check equipment for rust, wear, etc.
- Calibrate and program thermostat.
- Check defrost controls.
- Check heat strips.
- Check reversing valve.
- Measure voltage readings.
- Measure temperature split.
- Clean condensate pan.
- Check electrical and start components.
- Check crankcase heater.
- Check refrigerant oil levels.
- Check and adjust refrigerant pressure.
- Clean condenser coil as required.
- Clean evaporator coil as required.
- Inspect combustion air vents and flue pipe.
- Measure amperage draws.
- Adjust and clean pilot and burners.
- Inspect and clean heat exchanger.
- Check safety controls.
- Check electronic igniter.
- Check thermocouple.
- Adjust or replace belts and drives.
- Clean or replace filters.

Permits, Licenses and Inspections

The Contractor shall have at least a Class "C 20" license at the time of awarding of the Contract. The Contractor and all its subcontractors shall obtain and pay for a City business license from the City prior to the commencement of services. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. All services performed, or equipment or parts supplied by the Contractor, shall be subject to inspections and approval of the Director of Public Works, or designee thereof.

Other Provisions

- A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
- B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of

the Director of Public Works, or authorized representative, prior to commencing any work in all cases.

- C. Contractor shall maintain an adequate crew of employees to perform the service required.
- D. Unit prices quoted shall include all required safety equipment owned and available for work.
- E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
- F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
- H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
- I. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
- J. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- K. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- L. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
- M. Maintenance Records
 - a. The Contractor shall keep a current, permanent operational record of all services performed at a service location, including, but not limited to, routine maintenance, service calls and extraordinary maintenance, for each and every piece of equipment that the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) calendar days upon request of the Director of Public Works or designee thereof. The form shall include, at a minimum, the date, time, description of device including all model, part or serial numbers, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken.
- N. Response Criteria for Emergency Routine Services
 - a. The Contractor must ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed

to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

- O. City Responsibilities. The City will:
- Provide guidelines for preventative maintenance and repair services for associated equipment.
 - Conduct regular periodic review to ensure the Contractor's adherence to the Contract and the specifications and continued ability to responsibly perform the services.
 - Prepare a Contract Discrepancy Report to identify the Contractor's specific failures to meet Contract requirements.
 - If needed, provide escort, access card, or keys to the Contractor.
- P. The City will only pay for hours and work performed. The City may, in accordance with the Specifications, order more or less work as necessary at the City's sole discretion, as increased or decreased by the hourly rates noted and payment will be made for the amount of work or materials actually provided as determined by the City and accepted at the hourly rates noted in the bid.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
FRIDAY, December 15, 2023 AT 5:00 PM
 Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	November 17, 2023	9:00AM
Question submittal deadline	December 1, 2023	4:00PM
Questions posted on City website (cityofstheleena.org/rfps)	December 6, 2023	5:00PM
Proposal due date	December 15, 2023	5:00PM
Review and scoring of submittals	Week Of December 18	
Award of Agreement	January 2023	6:00 PM

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Lesley Milton by email at lmilton@cityofstheleena.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information, and could result in disqualification.

PROPOSAL SUBMISSION

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the email address specified above. Faxed or mailed proposals will not be accepted.

Content

The content of your proposal should include the following in summary form: Late or incomplete proposals will not be considered

- Part 1: General Information (Form 1)
- Part 2: Project Approach and Work
- Part 3: Consultant Identification and Team (Form 2)
- Part 4: Related Project Examples and References (Form 3)
- Part 5: Cost proposal (Form 4)
- Part 6: Exceptions to the Contract (Form 5)
- TOTAL: 100 points

PART 1 | General Information – Form 1

Form 1 general information shall include the below information.

- General Information to List the name, address, and telephone number of the firm
- Signatures of authorized representative of the Service Provider. The Service Provider shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Service Provider. The form could be a Corporate Resolution
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Service Provider selection process.
- Provide the location of the Service Provider's headquarters. In addition, provide the location of any local support offices, which will provide service to the City.

PART 2 | PROJECT APPROACH AND WORK PLAN – No more than 1 page

- Provide a summary of your firm's background, services, size, and history as these factors are relevant to the work, with an emphasis on the maintenance and repair of HVAC systems.
- A description of your proposed approach and methodology for providing routine and emergency maintenance and repair services for the equipment.

PART 3 | CONSULTANT IDENTIFICATION AND TEAM – Form 2

On Form 2 list each key member of the team you intend to assign to this engagement and include for each listed individual: (a) area(s) of specialization; (b) title and/or position within your firm; and (cd) years of experience providing inspection,

maintenance and repair services for commercial mechanical systems and components, including equipment comparable to the Mechanical Equipment.

PART 4 | RELATED PROJECT EXAMPLES AND REFERENCES – Form 3

Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the project, the project's date, and services performed, and provide the name, address, and telephone number for a person at client's firm familiar with such work.

PART 5 | COST PROPOSAL/HOURLY RATES – Form 4

Include the completed Form regarding hourly rate and charges for services. The cost proposal shall also include any exceptions or assumptions made in its preparation.

Part 6 | EXCEPTIONS TO THE CONTRACT – Form 5

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer's failure to take timely exception to St. Helena's terms and conditions expressly waives Proposer's right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer's assent thereto.

VII. SELECTION PROCESS

The Public Works Department intends to select a Service Provider based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The Public Works Department will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References
- Rates

Service Provider may be either selected based on information included in the proposal or the Service Provider may be requested to interview prior to final selection.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

TERM OF THE AGREEMENT

This Agreement shall be for a period of three years beginning January, 2024 (or as soon as approved by the City Council) through December 30, 2026, subject to renewal administratively by two additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the City Council for contract extension. The total term of the contract shall not exceed five years.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the Assistant to the City Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Lesley Milton at lmilton@cityofsthenana.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by November 3, 2023 by 5:00PM.

Responses to questions will be posted on the City's website, cityofsthenana.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit B) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;

- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

FORM 1. PROPOSAL TO FURNISH HVAC MAINTENANCE

_____ ("Bidder") hereby submits this Proposal to the City of St. Helena (The City") for the above-referenced project ("Project") in response to the Request for Proposals and in accordance with the Contract Documents referenced therein.

- 1. Base Bid. Bidder proposes to perform and fully provide HVAC Maintenance Services as specified in the Contract Documents, for the two-year (2) time period from October 1, 2022 to September 30, 2024, for the prices in the attached Cost Proposal Schedule for HVAC Maintenance Services for the City of St. Helena ("Base Bid").
- 2. Addenda. Bidder acknowledges receipt of the following addenda: Addendum: Date Received: Addendum:

Date Received: #01 _____ #02 _____ #03 _____

- 3. Bidder's Warranties. By signing and submitting this Proposal, Bidder warrants the following:
 - 3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents.
 - 3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 Bidder is fully qualified to perform the Work.
 - 3.4 Bidder has carefully reviewed this Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
- 4. Award of Contract. By signing and submitting this Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:
 - 4.1 Enter into a Contract with the City in accordance with the terms of this Proposal, by signing and submitting to the City the Contract form included with the Contract Documents; and
 - 4.2 Submit to the City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

Signature	Name and print title
Company Name	Date
Address	City, State, Zip
Email	Phone Number
DIR Number, expiration date	California Contractor's License Number

FORM 2: GENERAL INFORMATION

Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

Company Name		
Street Address		
City/State/Zip		
Phone No.		
NUNS No.		
Federal Taxpayer ID No.		

POINTS OF CONTACT

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

AUTHORIZED SIGNATORIES

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

FORM 2. Consultant Team

POINTS OF CONTACT

Staff A	
Name/Title	_____
Years of Experience	_____
Experience/	_____
Certifications	_____

Staff B	
Name/Title	_____
Years of Experience	_____
Experience/	_____
Certifications	_____

Staff C	
Name/Title	_____
Years of Experience	_____
Experience/	_____
Certifications	_____

Staff D	
Name/Title	_____
Years of Experience	_____
Experience/	_____
Certifications	_____

FORM 3 – REFERENCES

Reference 1

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

Reference 2

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

Reference 3

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

FORM 4 – COST PROPOSAL WORKSHEET

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for HVAC preventative maintenance and repair services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Preventative Maintenance At City Facilities	Hourly Rate or Flat Fee
1.	Routine Inspection to keep system in efficient fully automatic operation (semi-annual)	
2.	Annual Cooling Tower Tear Down and Cleaning	
3.	Hourly Rate for Repairs	
4.	Hourly Rate for Repairs after normal business hours	
6.	Trip charge rate or fee (please specify, if none say N/A)	
7.	Emergency Call out additional rate or fee (please specify if none say N/A)	
	List name and cost for any equipment or parts required for routine maintenance (example: filters, oil)	
8.	Other services (Please enter task and corresponding rate). Provide additional sheet if necessary.	

* Any required/additional parts and services need to be authorized in advance by the Public Works designee prior to ordering.

BIDDER: _____

SIGNATURE & TITLE: _____

DATE: _____

FORM 5 - EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the "Compensation, Invoicing and Payment" and "Indemnity and Defense of Claims" and "Insurance Requirements." If Proposer takes no exceptions, check the field "Proposer takes no exceptions" below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer's failure to take timely exception to St. Helena's terms and conditions expressly waives Proposer's right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer's assent thereto.

o Proposer takes exception to the following:

Section Reference		Disposition (For city use only)
Insert proposed language here		
Section Reference		Disposition (For city use only)
Insert proposed changes here:		

- Make copies of this page if necessary

o "Proposer takes no exceptions"

Firm Name	
Name	Title
Signature	Date

EXHIBIT A – SERVICE LOCATIONS AND EQUIPMENT LIST

* additional equipment could be added during the course of the contract according to the needs of the city

Location	Address
Corp Yard	1405 Charter Oak Ave
Library	1492 Library Lane
Waste Water Treatment Plant	
Fire Department	1500 Main Street,
Carnegie	1360 Oak Avenue
Water Treatment Plant	
Head Start	Crane Park
RLS museum	1472 Library Ln
Scout Hall	1515 Railroad Ave
Recreation Redwood Room	1574 Railroad Avenue

Systems may include the following:

- Through the Wall Heat Pumps
- Lochinvar Boiler
- Cooling Tower w/pumps
- Heat pumps
- Bosch Heat Pump
- Split Systems
- Ductless Split System
- Radiant Heaters
- Electric Heaters
- Exhaust Fans
- Make up air Unit
- Water Heaters
- Bard Units
- Water source Heat Pump
- Hanging Heater
- Furnace

Exhibit B – Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on [REDACTED], 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and [REDACTED] (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as [REDACTED].

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

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

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials,

employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to

Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work

performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:



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

SECTION 21 – TERMINATION

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

- If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.
- Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 13, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing a Professional Services Agreement with JL Mechanical for maintenance services each for a 3-year period for a not-to-exceed contract value of \$240,000 with the option of two possible one year extensions.
GOAL:	Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approval of the Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorization of a contract for mechanical repair services for City equipment.
FINANCIAL IMPACT:	Fiscal impact for this action is a not-to-exceed cost of \$240,000 over three years. Expenditures have been included in the FY 23-24 Operating Budget and the FY 24-25 Operating Budget.

BACKGROUND:

The City organization has a large inventory of mechanical equipment ranging from vehicles, tools, pumps, trailers, and more. Periodically, these machines break, requiring significant repairs, but also require general preventative maintenance activities. The current city staff allocation does not include staff members who specialize in mechanical repairs, therefore it is necessary to contract out for this service.

For the last several years, the City has engaged the services of vendors for emergency mechanical repairs to equipment. While the emergency services were necessary, and unpredictable, it is in the City's best interest to do a formal solicitation for services and enter into an on-call service contract with a vendor.

A Request for Proposals was released on November 17, 2023, for on-call maintenance services. The goal was to retain a vendor to perform ongoing mobile maintenance and repair services of City equipment and facilities. Certain portions of the services will be regularly scheduled preventive maintenance ("PM") services and certain portions of the services will be performed on an on-call basis ("On-Call"), meaning that City may request unscheduled maintenance or repair/replacement services to remedy an unexpected equipment issue or emergency.

DISCUSSION:

Responses were due on Friday December 15, 2023. Only one proposal was received and that proposal was deemed responsive. The proposal was evaluated based on quality of proposal, consultant identification and team, references and project examples, as well as cost.

Bidding Firms

JL Mechanical

Deemed Responsive

Yes

The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price. Taking those factors into consideration, the received proposal has been verified as the lowest responsive and responsive.

Staff has contacted the bidder and recommends entering into a service agreement with JL Mechanical for a 3-year period, with a not-to-exceed value of \$240,000, with two possible one-year extension. The current budget for this service in FY24 and FY25 is \$80,000 per year.

Total invoiced expenditures for the last three fiscal years for the above requested were as follows:

Fiscal Year	Total Expenditures
2022	\$80,673.84
2021	\$90,593.79
2020	\$72,580.78

This action is an effort to enter into a proactive agreement with one vendor for routine maintenances services with fixed negotiated costs, rather than unpredictable emergency services at varying costs. The cost of emergency repair services is more expensive than for calls to a contracted vendor, therefore this action will save the City money over the life of the contract. Staff is recommending authorization of the service agreement as proposed.

ENVIRONMENTAL REVIEW: Not a CEQA project.

DOCUMENTS ATTACHMENTS:

[Resolution JL Mechancial](#)
[20240213 PSA JL Mechancial Equipment Maintenance](#)
[RFP On-call Mechanical Repair](#)

CITY OF ST. HELENA

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST.
HELENA APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH JL MECHANICAL FOR MOBILE
MECHANICAL MAINTENANCE SERVICES FOR A THREE (3)
YEAR CONTRACT PERIOD FOR A TOTAL AMOUNT NOT-TO-
EXCEED COST OF \$240,000 WITH UP TO TWO ADDITIONAL 2-
YEAR EXTENSIONS AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AGREEMENT**

RECITALS

- A. Whereas, the City has a large inventory of mechanical equipment ranging from vehicles, tools, pumps, trailers, and more.
- B. Whereas, The current City staff allocation does not include staff members who specialize in mechanical repair, therefore it is necessary to contract out for this service.
- C. Whereas, a request for Proposals was released on November 17, 2023 for on-call mechanical maintenance services, and bids were received on December 15th.
- D. Whereas, only one proposal was received which was evaluated based on qualify of application, consultant identification and team, references and project examples, as well as cost and was deemed responsive. Other vendors that the city has used were contacted for this RFP but chose not to submit proposals.
- E. Whereas, JL Mechanical is a CUPCCA certified vendor and has provided sufficient services to the City in the past.

RESOLUTION

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

- 1. Authorizes the execution of a Professional Service Agreement with JL Mechanical for mechanical maintenance services for an initial three years for an amount not-to-exceed \$240,000 with two optional one year extensions.
- 2. Authorizes the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on February 13 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
Mobile Mechanical Maintenance and Repair Services**

THIS AGREEMENT, made and entered into on February 13, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and JL Mechanical (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as Mobile Mechanical Maintenance and Repair Services.
- B. A Request for Proposals was released on November 17, 2023 for Mobile Mechanical Maintenance and Repair Services.
- C. The service requested would consists of regular, scheduled and emergency maintenance of mobile equipment/machinery equipment used by the City of St. Helena Public Works Department.
- D. The City will determine the work to be performed on an on-call as-needed, when needed basis.
- E. Bid responses were due on December 15th and evaluated for quality of application, consultant identification and team, references, and project examples, as well as cost.
- F. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** that was included in the Request for Proposals and made part of this Agreement. Within the first month of this contract, the Public Works department and the Consultant will draft and agree upon a preventative maintenance schedule for equipment listed in **Exhibit B “Mechanical Equipment List”** and charged according to Fee Schedule in section 4. All other services will be provided on an on-call basis, and are conditioned upon response times as listed in Section 3.

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The term of this agreement is for three years, with the option of two 1 (1) year extensions that can be issued upon written agreement of both parties within 30 days of contract expiration.

Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.

Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified for each service described in Section 1, at the rates listed in the below Rate Schedule. Total compensation shall not exceed \$240,000.00 unless additional compensation is approved in accordance with Section 2.

Rate Schedule

Item No.	Item	Hourly Rate or Flat Fee
1.	Preventative Maintenance of general mechanical Equipment	\$165.00/Hour
2.	Annual Service for stationary and mobile generators	\$165.00/Hour
3.	Hourly Rate for Repairs	\$165.00/Hour
4.	Hourly Rate for Repairs after normal business hours	\$247.50/Hour
5.	Trip charge rate or fee (please specify, if none say N/A)	\$300.00/Trip
6.	Emergency Call out additional rate or fee (please specify, if none say N/A))	\$300.00/Trip

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

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

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

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

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

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

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

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

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other

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governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement.

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Mechanical Maintenance and Repair Services – JL Mechanical 2024

Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Joseph Laymon
JL Mechanical
PO Box 1579
Middletown, CA 95461

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____

By: _____

Name: Joseph Laymon

Name: Anil Comelo

Title: _ Owner

Title: City Manager

Approved as to Form:

By: _____

Name: Ethan Walsh

Title: City Attorney

EXHIBIT A – SCOPE OF WORK

Contractor will perform ongoing mobile maintenance and repair services of city equipment and facilities. Certain portions of the Services will be regularly-scheduled preventive maintenance (“PM”) services and certain portions of the Services will be performed on an On-Call basis (“On-Call”), meaning that City of St. Helena may request unscheduled maintenance or repair/replacement services to remedy an unexpected equipment issue or emergency. For any PM Services performed under this contract, Contractor and city will negotiate a PM schedule as described in these Technical Specifications and will be expected to perform the PM according to that schedule. Contractor shall provide firm fixed rates for PM tasks on Cost Proposal. Any On-Call type Services performed under this Contract will be authorized by City of St. Helena via the issuance of a written work order.

- A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
- B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- C. Contractor shall maintain an adequate crew of employees to perform the service required.
- D. Unit prices quoted shall include all required safety equipment owned and available for work.
- E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
- F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
- H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
- I. Contractor shall possess a valid/current C-10 Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City
- J. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
- K. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- L. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- M. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written

correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.

N. Maintenance Records

- a. The Contractor shall keep a current, permanent operational record of all services performed at a service location, including, but not limited to, routine maintenance, service calls and extraordinary maintenance, for each and every piece of equipment that the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) calendar days upon request of the Director of Public Works or designee thereof. The form shall include, at a minimum, the date, time, description of device including all model, part or serial numbers, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken.

O. Response Criteria for Emergency Routine Services

- a. The Contractor must ascertain whether service requests are of an “emergency” nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

City Responsibilities. The City will:

- A. Provide guidelines for preventative maintenance and repair services for associated equipment.
- B. Conduct regular periodic review to ensure the Contractor’s adherence to the Contract and the specifications and continued ability to responsibly perform the services.
- C. Prepare a Contract Discrepancy Report to identify the Contractor’s specific failures to meet Contract requirements.
- D. If needed, provide escort, access card, or keys to the Contractor.

Exhibit A – Mechanical Equipment List

This list is subject to change. Additional equipment could be added during the course of the contract according to the needs of the city. Not all equipment on this list may need to be serviced by the selected contractor.

Equipment Number	Description	Year	Model
113	Excavator Trailer	1993	327494
512	Toyota Forklift	2004	N/A
303	5200 John Deere tractor	1993	N/A
310	Water Trailer	2000	N/A
219	310 G Backhoe	2004	N/A
	Veermeer Dingo CTX100	2018	
217	JC BSN Trailer	1976	1066984
233	Wanco WVTM 5C color SMS	2020	
234	Wanco WVTM 5C color SMS	2020	
235	Wanco WVTM 5C color SMS	2020	
236	Solartech MB-22-448	2011	
237	Solartech MB-22-449	2010	
231	Water Trailer	2007	N/A
230	Tennet M-20	2006	N/A
240	Bomag roller	2014	N/A
216	Vermeer Chipper 100XL	2015	643121
218	Atlas Copco Air Compressor	2015	1457175
120	Vermeer Vac Trailer VX50-800	2018	SE 701057
114	Utility Trailer	N/A	N/A
112	D-35 John Deer excavator	2010	N/A
404	Transport Trailer	2003	1219519
412	Kubota KH381	N/A	N/A
408	John Deer Skid Steer	2018	
	Skid Steer Trailer	2018	
	Gorman-Rupp 8" centrifical pump		
	Gorman rupp 6" centrifical pump	1996	



REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Mobile Equipment Maintenance & Repair Services

DATE ISSUED: Friday, November 17, 2023

DATE DUE: Friday, December 15, 2023, 5PM

CONTACT: Lesley Milton, Assistant to the City Manager

lmilton@cityofstheleena.org

(707) 312-1208

The City is only accepting proposals electronically via email to lmilton@cityofstheleena.org

Only email's sent to lmilton@cityofstheleena.org will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

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EXHIBITS

Exhibit A: Mechanical Equipment List

Exhibit C: City of St. Helena Professional Services Agreement

Part 1: Proposal Summary and Signature Page (Form 1)

Part 2: General Information (Form 2)

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Part 5: Exceptions to the Contract (Form 6)Part 6:

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2019 is 6,133 (CA Department of Finance). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$15 million.

II. GENERAL INFORMATION

The City of St. Helena is seeking a qualified firm to provide mobile equipment/machinery maintenance and mechanical repair services to assist us with repair of our mechanical equipment used by the City of St. Helena Public Works Department.

The services required shall include a regular, scheduled maintenance program (including routine adjustments and repairs) for the mechanical equipment owned and operated by the Public Works department of the City of St. Helena. The work may also include from time to time, as-needed and as-requested basis, non-routine and/or emergency maintenance and repairs for mechanical systems and components owned or controlled by the City of St. Helena.

The City will determine the work to be performed on an on-call as-needed, when needed basis. The Contractor (s) shall furnish all labor, equipment, materials, and supervisors to perform all services as described. The Contractor shall provide a program of routine preventative maintenance designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment.

The City will select, the most qualified Contractor with competitive prices to perform the work. The City reserves the right to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to reject all bids and circulate another RFP.

III. QUALIFICATIONS

Minimum Qualification Requirements The following are the minimum qualification requirements for this RFP. Proposals that fail to meet these requirements will be rejected.

1. The Proposer must have three years of experience in providing the Services to institutional and/or industrial-type sites maintaining the various types of equipment listed in this solicitation.
2. The Proposer, during the last three years, must have administratively managed at least one contract of this size (in terms of dollar value) while maintaining the required delivery schedule.

3. The Proposer must have and maintain staffing levels sufficient to provide adequate service levels to all the sites listed in this RFP.
4. The Proposer must possess knowledge of all laws, regulations, and codes regarding the maintenance of the types of equipment listed in this solicitation, including disposal methods of fluids and other materials that might be used in maintenance and repair that are considered hazardous waste by local, state, and federal regulations.
5. Must have a preferred vendor status with Enterprise by the time of contract execution

IV. SCOPE OF WORK

Contractor will perform ongoing mobile maintenance and repair services of city equipment and facilities. Certain portions of the Services will be regularly-scheduled preventive maintenance ("PM") services and certain portions of the Services will be performed on an On-Call basis ("On-Call"), meaning that City of St. Helena may request unscheduled maintenance or repair/replacement services to remedy an unexpected equipment issue or emergency. For any PM Services performed under this contract, Contractor and city will negotiate a PM schedule as described in these Technical Specifications and will be expected to perform the PM according to that schedule. Contractor shall provide firm fixed rates for PM tasks on Cost Proposal. Any On-Call type Services performed under this Contract will be authorized by City of St. Helena via the issuance of a written work order.

- A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
- B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- C. Contractor shall maintain an adequate crew of employees to perform the service required.
- D. Unit prices quoted shall include all required safety equipment owned and available for work.
- E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
- F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
- H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
- I. Contractor shall possess a valid/current C-10 Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City
- J. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company.

The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition

- K. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- L. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- M. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
- N. Maintenance Records
 - a. The Contractor shall keep a current, permanent operational record of all services performed at a service location, including, but not limited to, routine maintenance, service calls and extraordinary maintenance, for each and every piece of equipment that the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) calendar days upon request of the Director of Public Works or designee thereof. The form shall include, at a minimum, the date, time, description of device including all model, part or serial numbers, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken.
- O. Response Criteria for Emergency Routine Services
 - a. The Contractor must ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.
- P. City Responsibilities. The City will:
 - a. Provide guidelines for preventative maintenance and repair services for associated equipment.
 - b. Conduct regular periodic review to ensure the Contractor's adherence to the Contract and the specifications and continued ability to responsibly perform the services.
 - c. Prepare a Contract Discrepancy Report to identify the Contractor's specific failures to meet Contract requirements.
 - d. If needed, provide escort, access card, or keys to the Contractor.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
FRIDAY, December 15, 2023 AT 5:00 PM
 Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	November 17, 2023	9:00AM
Question submittal deadline	December 1, 2023	4:00PM
Questions posted on City website (cityofsthenela.org/rfps)	December 6, 2023	5:00PM
Proposal due date	December 15, 2023	5:00PM
Review and scoring of submittals	Week Of December 18	
Award of Agreement	January 2023	6:00 PM

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Lesley Milton by email at lmilton@cityofsthenela.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information, and could result in disqualification.

PROPOSAL SUBMISSION

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the email address specified above. Faxed or mailed proposals will not be accepted.

Content

The content of your proposal should include the following in summary form: Late or incomplete proposals will not be considered

- Part 1: Proposal Summary and Signature Page (Form 1)
- Part 2: General Information (Form 2)
- Part 3: Consultant Identification and Team (Form 3)
- Part 4: Related Project Examples and References (Form 4)
- Part 5: Cost proposal (Form 5)
- Part 6: Exceptions to the Contract (Form 6)

TOTAL: 100 points

PART 1 | General Information – Form 1

Form 1 general information shall include the below information.

- General Information to List the name, address, and telephone number of the firm
- Signatures of authorized representative of the Service Provider. The Service Provider shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Service Provider. The form could be a Corporate Resolution
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Service Provider selection process.
- Provide the location of the Service Provider's headquarters. In addition, provide the location of any local support offices, which will provide service to the City.

PART 2 | PROJECT APPROACH AND WORK PLAN

- In 1 to 3 pages, provide a summary of your firm's background, services, size, and history as these factors are relevant to the work, with an emphasis on the maintenance and repair of commercial mechanical equipment and components in Napa County.
- A description of your proposed approach and methodology for providing routine and emergency maintenance and repair services for the Equipment

PART 3 | CONSULTANT IDENTIFICATION AND TEAM – Form 2

In less than 1 page, list each key member of the team you intend to assign to this engagement and include for each listed individual: (a) area(s) of specialization; (b) title and/or position within your firm; and (cd) years of experience providing inspection, maintenance and repair services for commercial mechanical systems and components, including equipment comparable to the Mechanical Equipment.

PART 4 | RELATED PROJECT EXAMPLES AND REFERENCES – Form 3

Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the project, the project's date, and services performed, and provide the name, address, and telephone number for a person at client's firm familiar with such work.

PART 5 | HOURLY RATES – Form 4

Include the completed Form 4 regarding hourly rate and charges for services. The cost proposal shall also include any exceptions or assumptions made in its preparation.

Part 6 | EXCEPTIONS TO THE CONTRACT – Form 5

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer's failure to take timely exception to St. Helena's terms and conditions expressly waives Proposer's right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer's assent thereto.

VII. SELECTION PROCESS

The Public Works Department intends to select a Service Provider based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The Public Works Department will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References 5

Service Provider may be either selected based on information included in the proposal or the Service Provider may be requested to interview prior to final selection.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

TERM OF THE AGREEMENT

This Agreement shall be for a period of three years beginning January, 2024 through December 30, 2026, subject to renewal administratively by two additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the City Council for contract extension. The total term of the contract shall not exceed five years.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the Assistant to the City Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Lesley Milton at lmilton@cityofstheleena.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by November 3, 2023 by 5:00PM.

Responses to questions will be posted on the City's website, cityofstheleena.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit B) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

FORM 1. PROPOSAL TO FURNISH EQUIPMENT MAINTENANCE

_____ ("Bidder") hereby submits this Proposal to the City of St. Helena (The City") for the above-referenced project ("Project") in response to the Request for Proposals and in accordance with the Contract Documents referenced therein.

- 1. Base Bid. Bidder proposes to perform and fully provide HVAC Maintenance Services as specified in the Contract Documents, for the two-year (2) time period from October 1, 2022 to September 30, 2024, for the prices in the attached Cost Proposal Schedule for HVAC Maintenance Services for the City of St. Helena ("Base Bid").
- 2. Addenda. Bidder acknowledges receipt of the following addenda: Addendum: Date Received: Addendum:

Date Received: #01 _____ #02 _____ #03 _____

- 3. Bidder's Warranties. By signing and submitting this Proposal, Bidder warrants the following:
 - 3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents.
 - 3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 Bidder is fully qualified to perform the Work.
 - 3.4 Bidder has carefully reviewed this Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
- 4. Award of Contract. By signing and submitting this Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:
 - 4.1 Enter into a Contract with the City in accordance with the terms of this Proposal, by signing and submitting to the City the Contract form included with the Contract Documents; and
 - 4.2 Submit to the City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

Signature	Name and print title
Company Name	Date
Address	City, State, Zip
Email	Phone Number
DIR Number, expiration date	California Contractor's License Number

FORM 2. GENERAL INFORMATION

Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

Company Name		
Street Address		
City/State/Zip		
Phone No.		
NUNS No.		
Federal Taxpayer ID No.		

POINTS OF CONTACT

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

AUTHORIZED SIGNATORIES

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

FORM 3 – COST PROPOSAL WORKSHEET

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council: In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for general preventative mechanical maintenance and repair services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Item	Please Specify if Hourly Rate or Flat Rate
1.	Preventative Maintenance of general mechanical Equipment	
2.	Annual Service for stationary and mobile generators	
3.	Hourly Rate for Repairs	
4.	Hourly Rate for Repairs after normal business hours	
5.	Trip charge rate or fee (please specify, if none say N/A)	
6.	Emergency Call out additional rate or fee (please specify, if none say N/A))	
7.	Other services (Please enter task and corresponding rate). Provide additional sheet if necessary.	

BIDDER: _____

SIGNATURE & TITLE: _____

DATE: _____

FORM 4 – REFERENCES

Reference 1

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

Reference 2

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

Reference 3

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

FORM 5 - EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the "Compensation, Invoicing and Payment" and "Indemnity and Defense of Claims" and "Insurance Requirements." If Proposer takes no exceptions, check the field "Proposer takes no exceptions" below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer's failure to take timely exception to VTA's terms and conditions expressly waives Proposer's right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer's assent thereto.

o Proposer takes exception to the following:

Section Reference	Disposition (For city use only)
Insert proposed language here	
Section Reference	Disposition (For city use only)
Insert proposed changes here:	

- Make copies of this page if necessary

o "Proposer takes no exceptions"

Firm Name	
Name	Title
Signature	Date

Exhibit A – Mechanical Equipment List

This list is subject to change. Additional equipment could be added during the course of the contract according to the needs of the city. Not all equipment on this list may need to be serviced by the selected contractor. The City may solicit a separate bid for pump maintenance and repair in the future. If you are unable to service any piece of equipment on this list, please list it in the contract exceptions Form 6.

Equipment Number	Description	Year	Model
113	Excavator Trailer	1993	327494
512	Toyota Forklift	2004	N/A
303	5200 John Deere tractor	1993	N/A
310	Water Trailer	2000	N/A
219	310 G Backhoe	2004	N/A
	Veermee Dingo CTX100	2018	
217	JC BSN Trailer	1976	1066984
233	Wanco WVTM 5C color SMS	2020	
234	Wanco WVTM 5C color SMS	2020	
235	Wanco WVTM 5C color SMS	2020	
236	Solartech MB-22-448	2011	
237	Solartech MB-22-449	2010	
231	Water Trailer	2007	N/A
230	Tennet M-20	2006	N/A
240	Bomag roller	2014	N/A
216	Vermeer Chipper 100XL	2015	643121
218	Atlas Copco Air Compressor	2015	1457175
120	Vermeer Vac Trailer VX50-800	2018	SE 701057
114	Utility Trailer	N/A	N/A
112	D-35 John Deer excavator	2010	N/A
404	Transport Trailer	2003	1219519
412	Kubota KH381	N/A	N/A
408	John Deer Skid Steer	2018	
	Skid Steer Trialer	2018	
	Gorman-Rupp 8" centrifical pump		N/A
	Gorman rupp 6" centrifical pump	1996	N/A

Exhibit C – Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on [REDACTED], 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and [REDACTED] (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as [REDACTED].

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

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

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials,

employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to

Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work

performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:



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

SECTION 21 – TERMINATION

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

- If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.
- Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 13, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing a 3-year Professional Services Agreement with C&D Power for a not-to-exceed contract amount of \$210,000 for electrical generator maintenance, testing, and repair services.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approval of the Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorization to execute a three-year contract for Generator Maintenance, Testing, and Repair Services.
FINANCIAL IMPACT:	The Financial Impact is \$70,000 annually with a total not-to-exceed contract amount of \$210,000 over the course of a three-year term. The annual contract amount is already included in the FY24 and FY25 operating budgets.

BACKGROUND:

The City owns and maintains 11 electrical generators for use at different facilities in the event of emergency. Each generator requires routine maintenance services to keep it operational, to eliminate or reduce the incidents of malfunction, and extend the useful life of the equipment. Good preventative maintenance of our systems require annual maintenance and load testing at least twice per year to ensure they are in proper order when needed. It is in the best interest of the City to have a contracted generator maintenance provider for these services on a scheduled basis, as well as be available for on-call services when necessary.

DISCUSSION:

A Request for Proposals was released on December 20, 2023, for Electrical Generator maintenance and repair services. The services required consisted of a regular scheduled maintenance program (including routine adjustments and repairs) as well as as-needed and as-requested, non-routine and/or emergency maintenance and repairs for the generators owned and operated by the City in accordance with the Service Locations and Equipment List included in the bid. Service and maintenance of emergency generators consists of checking and replenishing all oils and lubricants,

performing preventative maintenance, and emergency repairs to make generators operational.

Bid responses were due on January 15, 2024, and four proposals were received. All four were verified as responsive, then rated by the Electrical Generator Maintenance and Repair RFP selection team.

Bidding Firms

C&D Power

JL Mechanical

Collicut Energy Systems Inc

Odyssey Power Corporation

The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price. Taking into consideration quality, services, fitness or capacity to the particular requirements of the City, and price, the proposal provided by C&D power has been verified as the lowest responsive and responsible.

Staff has verified with C&D Power and recommends authorization to enter into a professional services agreement for a 3-year period, with two possible one-year extensions with an annual contract value of \$70,000 per year totaling a not-to-exceed value of \$210,000.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

DOCUMENTS ATTACHMENTS:

[Resolution CD Power Generator](#)

[PSA C&D Power Generators](#)

[Bid Response generator](#)

[20231220 RFP Generator Maintenance and Repair](#)

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING PROFESSIONAL SERVICES AGREEMENT WITH C&D POWER FOR ELECTRICAL GENERATOR MAINTENANCE SERVICES FOR A THREE (3) YEAR CONTRACT PERIOD FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$210,000 WITH UP TO TWO ADDITIONAL 1-YEAR EXTENSIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

RECITALS

- A. **WHEREAS**, The City owns and maintains 11 electrical generators for use at different facilities in the event of emergency. Each generator requires routine maintenance services to keep it operational, to eliminate or reduce the incidents of malfunction, and extend the useful life of the equipment.
- B. **WHEREAS**, It is in the best interest of the City to have a contracted Generator Maintenance provider for these services on a scheduled basis, as well as be available for on-call services when necessary.
- C. **WHEREAS**, A request for Proposals was released on December 20, 2023, for electrical generator maintenance services, and bids were received on January 15, 2024.
- D. **WHEREAS**, Four proposals were received and each was evaluated based on quality of application, consultant identification and team, references and project examples, as well as cost and all were deemed responsive.
- E. **WHEREAS**, The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price and in doing so, the proposal provided by C&D Power has been verified as the lowest responsive and responsible.

RESOLUTION

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

1. Authorizes the execution of a Professional Service Agreement with C&D Power for electrical generator maintenance services for an initial three years with for a total not-to-exceed amount of \$210,000.00 with two optional one-year extensions.
2. Authorize the City Manager to execute the agreement.

Approved at a Regular Meeting of the St. Helena City Council on February 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
Electrical Generator Maintenance and Repair Services**

THIS AGREEMENT, made and entered into on February 13, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and C&D Power (Consultant).

RECITALS:

- A. The City owns and maintains 11 electrical generators for use at different facilities, in the event of emergency. Each of which require routine maintenance services to keep it operational, to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment.
- B. It is in the best interest of the city to have a contracted Generator Maintenance provider for these services on a scheduled basis, as well as be available for on-call services when necessary.
- C. A request for Proposals was released on December 20, 2023 for electrical generator maintenance services, and bids were received on January 15th, 2024.
- D. Four proposals were received and each was evaluated based on quality of application, consultant identification and team, references and project examples, as well as cost and all were deemed responsive.
- E. The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price and in doing so, the proposal provided by C&D Power has been verified as the lowest responsive and responsible.

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** that was included in the Request for Proposals and made part of this Agreement. Within the first month of this contract, the Public Works department and the Consultant will draft and agree upon a preventative maintenance schedule for equipment listed in **Exhibit B "Generator Equipment List"** and charged according to Fee Schedule in section 4. All other services will be provided on an on-call basis, and are conditioned upon response times as listed in Section 3.

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

Page 1 of 18

Generator Maintenance and Repair Services – C&D Power

2024

The term of this agreement is for three years, with the option of two one (1) year extensions that can be issued upon written agreement of both parties within 30 days of contract expiration.

Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.

Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified for each service described in Section 1, at the rates listed in the below Rate Schedule. Total compensation shall not exceed \$210,000.00 unless additional compensation is approved in accordance with Section 2.

Rate Schedule

Consultant will furnish all labor, materials, equipment, and supplies for generator maintenance and repair services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Item	Rate
1.	Hourly Rate for Repairs	\$197/hour
2.	Hourly Rate for Repairs after normal business hours & Emergency call out rate	\$276/hour weekdays \$360/hour weekends
3.	Trip charge rate or fee	\$800.00/trip

GENERATOR MASTER LIST						
	UNIT #	MAKE	MODEL	SIZE (kw)	ANNUAL SERVICE	LOAD BANK TEST
	P1	WHISPER WATT	DCA-22055JU4F3	175kW	\$1,365.00	\$1,015.00
	P2	WHISPER WATT	DCA-125SSIU4F	100kW	\$1,260.00	\$860.00
	P3	BALDOR	TS-60T	60kW	\$1,210.00	\$835.00
	P4	WHISPER WATT	DCA7055IUHF	70kVa	\$1,260.00	\$860.00
	P5	CUMMINS	DKAF-5784361	60hz	\$1,210.00	\$835.00
		CATERPILLAR	3208	175kW	\$1,365.00	\$1,015.00
	G1	KOHLER	300REOZJ	300kW	\$1,470.00	\$1,196.00
	G2	KOHLER	100REOZJF	100kW	\$1,260.00	\$860.00
	G3	KOHLER	150REO2JF	150kW	\$1,365.00	\$1,015.00
	G4	KOHLER	200REOZJF	200kW	\$1,365.00	\$1,015.00
	TBD	BLUE STAR	JD60-04FT4	60kW	\$1,210.00	\$835.00
NOTE:						
THE PRICING FEATURED ABOVE IS FOR SERVICES AND TESTING TO BE COMPLETED DURING THE SAME APPOINTMENT						
IF THE LOAD BANK TESTING NEEDS TO BE SCHEDULED ON A SEPARATE TRIP FROM THE ANNUAL SERVICE - PLEASE ADD \$800 TO EACH LOAD BANK TEST PRICE.						

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

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

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described

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herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing;

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(2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3)

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years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Michael Santorino
 Business Development Manager
 150 Nardi Ln
 Martinez, CA 94553

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: Michael Santorino
Title: Business Development Manager

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

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By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A – SCOPE OF WORK

Contractor will perform bi-annual preventative maintenance according to manufacturer recommendations and annual load testing for multiple emergency generators and be available for any unscheduled emergency repairs. Certain portions of the Services will be regularly-scheduled preventive maintenance ("PM") services (Outlined in Exhibit B- Generator Annual Inspection Overview) and certain portions of the Services will be performed on an On-Call basis ("On-Call"), meaning that City of St. Helena may request unscheduled maintenance or repair/replacement services to remedy an unexpected equipment issue or emergency. Contractor shall provide firm fixed rates for PM tasks on Cost Proposal. Any On-Call type Services performed under this Contract will be authorized by City of St. Helena via the issuance of a written work order.

- A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
- B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- C. Contractor shall maintain an adequate crew of employees to perform the service required.
- D. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
- E. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- F. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
- G. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
- H. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
- I. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- J. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- K. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
- L. Maintenance Records
 - i. The Contractor shall keep a current, permanent operational record of all services performed at a service location, including, but not limited to, routine maintenance, service calls and extraordinary maintenance, for each and every piece of

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equipment that the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) calendar days upon request of the Director of Public Works or designee thereof. The form shall include, at a minimum, the date, time, description of device including all model, part or serial numbers, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken.

M. Response Criteria for Emergency Routine Services

- i. The Contractor must ascertain whether service requests are of an “emergency” nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

Preventative Maintenance For Generators

Maintenance will be required according to the manufacturers specifications and may include items listed below:

Annual Service Overview for stationary and mobile generators

- Inspect Fuel & Oil Lines, hoses, belts and wires.
- Check Fluid Levels.
- Load Test Battery.
- Check Charger operation.
- Inspect Transfer Switch for signs of wear and heat.
- Check Operation of Exercise Clock.
- Test run unit and visually inspect for leaks.
- Check oil pressure.
- Check for signs of vibration, wear and heat.
- Check outputs.
- Replace Oil / Filters
- Provide Inspection Report and will make recommendations as needed.

Please note that this list is not exhaustive but is an example of the services to be performed during annual servicing. Please refer to manufacturer specifications for complete annual maintenance servicing list.

Exhibit B – Generator Equipment List
 * additional equipment could be added during the course of the contract according to the needs of the city

Generator Master List

Unit #	Make	Model	Size (kW)
P1	Whisper Watt	DCA-22055JU4F3	175 kW
P2	Whisper Watt	DCA-125SSIU4F	100 kW
P3	Baldor	TS-60T	60kW
P4	Whisper Watt	DCA7055IUHF	70kVA
P5	Cummins	DKAF-5784361	60 Hz
	Caterpillar Gen set	3208	175kW
G1	Kohler	300REOZJ	300 kW
G2	Kohler	100REOZJF	100 kW
G3	Kohler	150REO2JF	150 kW
G4	Kohler	200REOZJF	200 kW
TBD	Blue Star Gen Set	JD60-04FT4	60kW



City of St. Helena
Public Works Department

Bid Results for Posted Request for Proposals or Bids

Project Title: Electrical Generator Maintenance & Repair Services

Proposal Due Date: January 15, 2024

Proposer	Aggregate Rating (100 points)
C&D Power	92.7
JL Mechanical	80.3
Collicut Energy Services Inc.	89.0
Odyssey Power Corporation	66.7



REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Electrical Generator Maintenance & Repair Services

DATE ISSUED: Wednesday, December 20, 2023

DATE DUE: Monday, January 15, 2024, 5:00 PM

CONTACT: Lesley Milton, Assistant to the City Manager

lmilton@cityofstheleena.org

The City is only accepting proposals electronically via email to lmilton@cityofstheleena.org

Only email's sent to lmilton@cityofstheleena.org will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

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EXHIBITS

- Exhibit A: Equipment List
- Exhibit B: Preventative maintenance for Generators
- Exhibit C: City of St. Helena Professional Services Agreement (standard contract)
- Part 1: Proposal Summary and Signature Page (Form 1)
- Part 2: General Information (Form 2)
- Part 3: Cost proposal (Form 3)
- Part 4: Related Project Examples and References (Form 4)
- Part 5: Exceptions to the Contract (Form 5)

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2019 is 6,133 (CA Department of Finance). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$15 million.

II. GENERAL INFORMATION

The City of St. Helena is seeking a qualified firm to provide maintenance, annual generator servicing and mechanical repair services to assist us with repair of our multiple generators used by the City of St. Helena Public Works Department.

The services required shall include a regular, scheduled maintenance program (including routine adjustments and repairs) for the generators owned and operated by the Public Works department of the City of St. Helena. The work may also include from time to time, as-needed and as-requested basis, non-routine and/or emergency maintenance and repairs.

The Contractor shall coordinate all work through the Department of Public Works. Service and maintenance of emergency generators shall consist of checking and replenishing all oils and lubricants, performing preventative maintenance and emergency repairs to make generators operational. The Contractor shall provide a program of routine preventative maintenance and load testing of a minimum of twice per year designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The Contractor (s) shall furnish all labor, equipment, materials, and supervisors to perform all services as described. The City will determine any additional work to be performed on an on-call as-needed, when needed basis.

The City will select, the most qualified Contractor with competitive prices to perform the work. The City reserves the right to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to reject all bids and circulate another RFP.

III. QUALIFICATIONS

Minimum Qualification Requirements The following are the minimum qualification requirements for this RFP. Proposals that fail to meet these requirements will be rejected.

1. The Proposer must have three years of experience in providing the Services to institutional and/or industrial-type sites maintaining the various types of equipment listed in this solicitation.

2. The Proposer, during the last three years, must have administratively managed at least one contract of this size (in terms of dollar value) while maintaining the required delivery schedule.
3. The Proposer must have and maintain staffing levels sufficient to provide adequate service levels to all the sites listed in this RFP.
4. The Proposer must possess knowledge of all laws, regulations, and codes regarding the maintenance of the types of equipment listed in this solicitation, including disposal methods of fluids and other materials that might be used in maintenance and repair that are considered hazardous waste by local, state, and federal regulations.
5. Must have a preferred vendor status with Enterprise by the time of contract execution

IV. SCOPE OF WORK

Contractor will perform bi-annual preventative maintenance according to manufacturer recommendations and annual load testing for multiple emergency generators and be available for any unscheduled emergency repairs. Certain portions of the Services will be regularly-scheduled preventive maintenance ("PM") services (Outlined in Exhibit B-Generator Annual Inspection Overview) and certain portions of the Services will be performed on an On-Call basis ("On-Call"), meaning that City of St. Helena may request unscheduled maintenance or repair/replacement services to remedy an unexpected equipment issue or emergency. Contractor shall provide firm fixed rates for PM tasks on Cost Proposal. Any On-Call type Services performed under this Contract will be authorized by City of St. Helena via the issuance of a written work order.

- A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
- B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- C. Contractor shall maintain an adequate crew of employees to perform the service required.
- D. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
- E. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- F. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
- G. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
- H. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles

and equipment in a neat and clean appearance and maintained in excellent mechanical condition

- I. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- J. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- K. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
- L. Maintenance Records
 - a. The Contractor shall keep a current, permanent operational record of all services performed at a service location, including, but not limited to, routine maintenance, service calls and extraordinary maintenance, for each and every piece of equipment that the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) calendar days upon request of the Director of Public Works or designee thereof. The form shall include, at a minimum, the date, time, description of device including all model, part or serial numbers, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken.
- M. Response Criteria for Emergency Routine Services
 - a. The Contractor must ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
MONDAY, January 15, 2024 AT 5:00 PM
 Responses received after this date and time will not be considered.

**PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS
AND DESIRED TIMELINES FOR DELIVERABLES**

MILESTONE	DATE	TIME
Release RFP	December 20, 2023	4:00PM
Question submittal deadline	January 3, 2024	4:00PM
Questions posted on City website (cityofsthelena.org/rfps)	January 8, 2024	5:00PM
Proposal due date	January 15, 2024	5:00PM
Review and scoring of submittals	Week of January 15th	
Award of Agreement	February 2023	6:00 PM

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Lesley Milton by email at lmilton@cityofsthelena.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information, and could result in disqualification.

PROPOSAL SUBMISSION

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the email address specified above. Faxed or mailed proposals will not be accepted.

Content

The content of your proposal should include the following forms: Late or incomplete proposals will not be considered

- Part 1: Proposal Summary and Acknowledgements (Form 1) 10 pts
- Part 2: General Information & Consultant Team (Form 2) 10 pts
- Part 3: Cost proposal (Form 3) 45 pts
- Part 4: Related Project Examples and References (Form 4) 25 pts
- Part 5: Exceptions to the Contract (Form 5) 10 pts

TOTAL: 100 points

PART 1 | PROPOSAL SUMMARY AND ACKNOWLEDGEMENT PAGE – Form 1

Form 1 general information shall include the below information.

- General Information about the bid, acknowledgement of any issued addendums and warranty and process to award contract.
- General information about the submitting firm to include the name, address, and telephone number of the firm and the signature of authorized representative of the Service Provider.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Service Provider selection process.

PART 2 | GENERAL INFORMATION & CONSULTANT TEAM (Form 2)

- General Information to List the name, address, and telephone number of the firm
- Signatures of authorized representative of the Service Provider.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Service Provider selection process.
- Provide the location of the Service Provider's headquarters. In addition, provide the location of any local support offices, which will provide service to the City.
- List each key member of the team you intend to assign to this engagement and include for each listed individual: (a) area(s) of specialization; (b) title and/or position within your firm; and (cd) years of experience providing inspection, maintenance and repair services for generators.

PART 3 | COST PROPOSAL/RATES – Form 3

Include the completed Form 4 regarding hourly rates, flat rates and other charges for services. The cost proposal shall also include any exceptions or assumptions made in its preparation. Additional pages or documents can be added as necessary

PART 4 | RELATED PROJECT EXAMPLES AND REFERENCES – Form 4

Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the project, the project's date, and services performed, and provide the name, address, and telephone number for a person at client's firm familiar with such work.

- **Part 5 | EXCEPTIONS TO THE CONTRACT – Form 5**

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer's failure to take timely exception to St. Helena's terms and conditions expressly waives Proposer's right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer's assent thereto.

VII. SELECTION PROCESS

The Public Works Department intends to select a Service Provider based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The Public Works Department will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

Service Provider may be either selected based on information included in the proposal or the Service Provider may be requested to interview prior to final selection.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. TERM OF THE AGREEMENT

This Agreement shall be for a period of three years beginning January, 2024 through December 30, 2026, subject to renewal administratively by two additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the City Council for contract extension. The total term of the contract shall not exceed five years.

3. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

4. DESIGNATED CONTACT

For the purposes of this RFP, the Assistant to the City Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Lesley Milton at lmilton@cityofstheleena.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by January 3, 2024 by 5:00PM.

Responses to questions will be posted on the City's website, cityofstheleena.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

5. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

6. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

7. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

8. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

9. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit B) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

10. CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

FORM 1. PROPOSAL TO FURNISH GENERATOR MAINTENANCE

_____ ("Bidder") hereby submits this Proposal to the City of St. Helena (The City") for the above-referenced project ("Project") in response to the Request for Proposals and in accordance with the Contract Documents referenced therein.

- 1. Base Bid. Bidder proposes to perform and fully provide Generator Maintenance and Repair services as specified in the Contract Documents, for the two-year (2) time period from February 2024 to January 2026, for the prices in the attached Cost Proposal Schedule for Generator Services for the City of St. Helena ("Base Bid").
- 2. Addenda. Bidder acknowledges receipt of the following addenda, if none, say NA:

Date Received: #01 _____ #02 _____ #03 _____
- 3. Bidder's Warranties. By signing and submitting this Proposal, Bidder warrants the following:
 - 3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents.
 - 3.2 Bidder is fully qualified to perform the Work.
 - 3.3 Bidder has carefully reviewed this Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
- 4. Award of Contract. By signing and submitting this Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:
 - 4.1 Enter into a Contract with the City in accordance with the terms of this Proposal, by signing and submitting to the City the Contract form included with the Contract Documents; and
 - 4.2 Submit to the City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

_____ Signature	_____ Name and print title
_____ Company Name	_____ Date
_____ Address	_____ City, State, Zip
_____ Email	_____ Phone Number
_____ DIR Number, expiration date	_____ California Contractor's License Number

FORM 2. GENERAL INFORMATION

Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

Company Name		
Street Address		
City/State/Zip		
Phone No.		
NUNS No.		
Federal Taxpayer ID No.		

POINTS OF CONTACT

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

AUTHORIZED SIGNATORIES

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

Primary	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
Email	_____

FORM 3 – COST PROPOSAL WORKSHEET

Bidder's Name: _____

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for generator maintenance and repair services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Item	Rate	Please select one
1.	Preventative Maintenance of generator, bi-annual service for stationary and mobile generators		__Hourly Rate Or __Flat Fee
2.	Load Testing Rate (please be explicit about size range)		__Hourly Rate Or __Flat Fee
	Hourly Rate for Repairs		__Hourly Rate
3.	Hourly Rate for Repairs after normal business hours		__Hourly Rate
4.	Trip charge rate or fee		__Hourly Rate Or __Flat Fee
5.	Emergency Call out rate		__Hourly Rate Or __Flat Fee
6.	Other services (Please enter task and corresponding rate). Provide additional sheet if necessary.		__Hourly Rate Or __Flat Fee

BIDDER: _____

SIGNATURE & TITLE: _____

DATE: _____

FORM 4 – REFERENCES

Reference 1

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

Reference 2

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

Reference 3

Project Name:		Approximate Dates:	
Brief Description of Services Provided:			
Agency:			
Contact Name:		Contact Phone:	
Contact Email:			
Did you or any subcontract file any claims against the Agency	Yes	No	
Did the Agency File any claims against you?	Yes	No	
If you said yes to any of the above, please explain:			

FORM 5 - EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the "Compensation, Invoicing and Payment" and "Indemnity and Defense of Claims" and "Insurance Requirements." If Proposer takes no exceptions, check the field "Proposer takes no exceptions" below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer's failure to take timely exception to St. Helena's terms and conditions expressly waives Proposer's right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer's assent thereto.

☐ Proposer takes exception to the following:

Section Reference		Disposition (For city use only)
Insert proposed language here		
Section Reference		Disposition (For city use only)
Insert proposed changes here:		

*Make copies of this page if necessary

☐ Proposer takes no exceptions"

Firm Name	
Name	Title
Signature	Date

Exhibit A – Generator Equipment List

* additional equipment could be added during the course of the contract according to the needs of the city

Generator Master List

Unit #	Make	Model	Size (kW)
P1	Whisper Watt	DCA-22055JU4F3	175 kW
P2	Whisper Watt	DCA-125SSIU4F	100 kW
P3	Baldor	TS-60T	60kW
P4	Whisper Watt	DCA7055IUHF	70kVA
P5	Cummins	DKAF-5784361	60 Hz
	Caterpillar Gen set	3208	175kW
G1	Kohler	300REOZJ	300 kW
G2	Kohler	100REOZJF	100 kW
G3	Kohler	150REO2JF	150 kW
G4	Kohler	200REOZJF	200 kW
TBD	Blue Star Gen Set	JD60-04FT4	60kW

Exhibit B – Preventative Maintenance For Generators

Maintenance will be required according to the manufacturers specifications and may include items listed below:

Annual Service Overview for stationary and mobile generators

- Inspect Fuel & Oil Lines, hoses, belts and wires.
- Check Fluid Levels.
- Load Test Battery.
- Check Charger operation.
- Inspect Transfer Switch for signs of wear and heat.
- Check Operation of Exercise Clock.
- Test run unit and visually inspect for leaks.
- Check oil pressure.
- Check for signs of vibration, wear and heat.
- Check outputs.
- Replace Oil / Filters
- Provide Inspection Report and will make recommendations as needed.

Please note that this list is not exhaustive but is an example of the services to be performed during annual servicing. Please refer to manufacturer specifications for complete annual maintenance servicing list.

Exhibit C – Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on [REDACTED], 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and [REDACTED] (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described **mechanical maintenance and repair of mobile and stationary generators.**
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

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

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials,

employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to

Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work

performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:



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

SECTION 21 – TERMINATION

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

- If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.
- Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN: VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	February 13, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a resolution authorizing: (1) The addition of one full-time equivalent position effective immediately for a Recreation Manager; and (2) Approving a budget adjustment in the amount of \$59,120 for the salary adjustments; and (3) Duly adopting and approving publicly available pay schedule for Mid-Management Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a new salary schedule for the Recreation Manager Classification effective February 13, 2024; and (4) Amendment #12 to the Unrepresented Compensation Program to include the Recreation Manager classification.
GOAL:	Goal 5: Enhance Quality of Life, Goal 6: Improve Employee Recruitment, Retention, & Morale, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve one additional FTE in the Parks & Recreation Department for a Recreation Manager position.
FINANCIAL IMPACT:	The Financial Impact for Fiscal Year 2023-24 is \$59,120 and will require use of General Fund Reserves.

BACKGROUND:

The Parks & Recreation Department is responsible for delivery of recreation programming, youth and adult sports, community events, facility management, community partnerships, management of volunteer program, and arts & culture initiatives. The Parks & Recreation Department currently has a staff that includes three full-time employees as follows:

- Parks & Recreation Director
- Recreation Supervisor
- Recreation Supervisor

Additional support is provided through part-time staffing to deliver services. Currently, part-time staff are limited to working a maximum of 30 hours per week (some staff are available fewer hours), which limits the Department's ability to provide staff resources needed to meet community expectations as well as limiting the ability to generate new events and programs.

DISCUSSION:

In recent years, the Parks and Recreation Department has expanded its slate of program and event offerings and has aspirations to continue to expand service areas to the community, but in some instances the work required to establish such programs extend beyond the bandwidth of current staffing or the purview of the Recreation Supervisor classification.

Staff is recommending the addition of a Recreation Manager position to the Parks & Recreation Department. The Recreation Manager will play a crucial role in organizing and overseeing day-to-day operations of the Recreation Division, programming and activities within the organization, and special projects. The position comes with various benefits that contribute to the overall well-being and satisfaction of employees, as well as the success of the organization. This role will be responsible for the following:

- Oversight of Special Events or Sports divisions
- Facility management and development
- Development of arts and culture initiatives
- Oversight of the department's marketing efforts
- Expanding program opportunities, specifically for teens and adults
- Enhancing volunteer opportunities
- Special Projects (Ex: parks-related capital projects, grant administration, etc.)
- Development of community partnerships and accompanying agreements
- Supporting the Director in budget development and long-range planning efforts

The addition of this position also creates a more clearly defined succession plan within Department. In the field of Parks and Recreation, it is often atypical for staff to move directly from a Recreation Supervisor to a Director position. The addition of a Recreation Manager will better position the City to attract and retain qualified and talented recreation professionals. The recommended salary range for this position is \$107,810 (Step A) to \$131,044 (Step E).

Upon approval of the Recreation Manager classification, staff will post an internal recruitment to fill the position. There are several benefits of filling job positions within the organization, which include familiarity of the organization's culture, processes, and systems. In addition, recognizing and rewarding internal talent creates a positive and ambitious working environment.

Should the position be filled with one of the current Recreation Supervisor incumbents, staff is recommending reclassifying the vacant Recreation Supervisor position to a

Recreation Coordinator for a cumulative addition of one FTE within the department. This action would allow for further capacity for program delivery, provide the opportunity for additional community interface and full-time staff presence at offsite programs, and increase succession planning by providing an entry level full-time position within the department. However, due to funding limitations staff would recommend not funding the position immediately, but rather wait until future funding has been identified. These recommendations require meeting and conferring with the bargaining group over potential impacts and will therefore be presented at a future council meeting after the process has concluded.

It should be noted that until the Recreation Coordinator position is filled the FY 2023-24 Financial Impact will be reduced to approximately \$17,900. In addition, once funding is identified to fill the Recreation Coordinator position the annual cost is estimated at \$71,100, however the cost of that position would be offset by approximately \$43,950 due to a decrease in required PT salaries and overtime expenditures.

ENVIRONMENTAL REVIEW:

None.

DOCUMENTS ATTACHMENTS:

[Resolution Addition of Recreation Manager](#)

[Attachment 1 - FY23-24 MidMgmt Salary Schedule Effective 2024.02.13](#)

[Attachment 2 - Thirteenth Amendment Unrepresented Comp Program 2024-02-13](#)

[Redline Version](#)

**CITY OF ST. HELENA
RESOLUTION NO. 2024-**

Approval of (1) The addition of one full-time equivalent position effective immediately for a Recreation Manager and (2) Approving a budget adjustment in the amount of \$59,120 for the salary adjustments and (3) Duly adopting and approving publicly available pay schedule for Mid-Management Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a new salary schedule for the Recreation Manager Classification effective February 13, 2024 and (4) Amendment #12 to the Unrepresented Compensation Program to include the Recreation Manager classification.

RECITALS

- A. The Parks & Recreation Department is responsible for delivery of recreation programming, youth and adult sports, community events, facility management, community partnerships, management of volunteer program, and arts & culture initiatives; and
- B. In recent years, the Parks and Recreation Department has expanded its slate of program and event offerings and has aspirations to continue to expand service areas to the community, but in some instances the work required to establish such programs extend beyond the bandwidth of current staffing or the purview of the Recreation Supervisor classification; and
- C. Staff is recommending the addition of a Recreation Manager position to the Parks & Recreation Department, who will play a crucial role in organizing and overseeing day-to-day operations of the Recreation Division, programming and activities within the organization, and special projects; and
- D. The City of St. Helena contracts with the California Public Employee Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- E. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- F. On February 13, 2024, via this resolution City Council is ratifying an amendment to the three-year agreement to the Unrepresented Compensation Program to include the addition of the Recreation Manager; and
- G. Staff updated the pay scale with an effective date of February 13, 2024.

RESOLUTION

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

1. The Council hereby approves the addition of a Recreation Manager Classification and establish a salary range of \$107,810 - \$131,044; and
2. A budget adjustment in the amount of \$59,120 to the related salary and benefit GL accounts in 101-47-40 utilizing General Fund reserves; and
3. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule to include the Recreation Manager classification included in the Unrepresented Compensation Program and contained in Attachment 1, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and
4. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications; and
5. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years; and
6. Approves Amendment #12 to the Unrepresented Compensation Program to include the Recreation Manager classification.

Approved at a regular meeting of the St. Helena City Council on February 13, 2024 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted February 13, 2024

Effective February 13, 2024

FY 2032-2024

Classification	Timebase*	Steps				
		A	B	C	D	E
Management Analyst	Annual	91,739	96,326	101,142	106,199	111,509
	Monthly	7,645	8,027	8,429	8,850	9,292
	Hourly	44.11	46.31	48.63	51.06	53.61
Senior Management Analyst	Annual	100,315	105,330	110,597	116,127	121,933
	Monthly	8,360	8,778	9,216	9,677	10,161
	Hourly	48.23	50.64	53.17	55.83	58.62
Public Works Assistant Operations	Annual	107,041	112,393	118,013	123,913	130,109
	Monthly	8,920	9,366	9,834	10,326	10,842
	Hourly	51.46	54.04	56.74	59.57	62.55
Recreation Manager	Annual	107,810	113,201	118,861	124,804	131,044
	Monthly	8,984	9,433	9,905	10,400	10,920
	Hourly	51.83	54.42	57.14	60.00	63.00
Senior Planner	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Project Manager	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Public Works Operations Manager	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Treatment Plant Manager	Annual	118,634	124,566	130,794	137,334	144,200
	Monthly	9,886	10,380	10,899	11,444	12,017
	Hourly	57.04	59.89	62.88	66.03	69.33
Lieutenant	Annual	129,060	135,513	142,288	149,403	156,873
	Monthly	10,755	11,293	11,857	12,450	13,073
	Hourly	62.05	65.15	68.41	71.83	75.42
Chief Building Official	Annual	131,683	138,267	145,180	152,439	160,061
	Monthly	10,974	11,522	12,098	12,703	13,338
	Hourly	63.31	66.47	69.80	73.29	76.95
Senior Civil Engineer	Annual	132,854	139,497	146,471	153,795	161,485
	Monthly	11,071	11,625	12,206	12,816	13,457
	Hourly	63.87	67.07	70.42	73.94	77.64
Assistant Public Works Director	Annual	140,249	147,261	154,624	162,356	170,473
	Monthly	11,687	12,272	12,885	13,530	14,206
	Hourly	67.43	70.80	74.34	78.06	81.96

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted February 13, 2024

Effective February 13, 2024

FY 2032-2024

Classification	Timebase*	Steps				
		A	B	C	D	E
<u>Confidential Positions</u>						
Management Analyst ⁽¹⁾	Annual	91,739	96,326	101,142	106,199	111,509
	Monthly	7,645	8,027	8,429	8,850	9,292
	Hourly	44.11	46.31	48.63	51.06	53.61
Senior Management Analyst ⁽¹⁾	Annual	100,315	105,330	110,597	116,127	121,933
	Monthly	8,360	8,778	9,216	9,677	10,161
	Hourly	48.23	50.64	53.17	55.83	58.62
Assistant to City Manager ⁽¹⁾	Annual	116,975	122,824	128,965	135,413	142,184
	Monthly	9,748	10,235	10,747	11,284	11,849
	Hourly	56.24	59.05	62.00	65.10	68.36
Human Resources Manager ⁽¹⁾	Annual	116,975	122,824	128,965	135,413	142,184
	Monthly	9,748	10,235	10,747	11,284	11,849
	Hourly	56.24	59.05	62.00	65.10	68.36
Finance Manager ⁽¹⁾	Annual	128,673	135,106	141,861	148,955	156,402
	Monthly	10,723	11,259	11,822	12,413	13,034
	Hourly	61.86	64.95	68.20	71.61	75.19
Assistant Administrative Services Director	Annual	138,204	145,114	152,370	159,988	167,988
	Monthly	11,517	12,093	12,697	13,332	13,999
	Hourly	66.44	69.77	73.25	76.92	80.76

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

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

**UNREPRESENTED COMPENSATION
PROGRAM**

~~Twelfth~~ ~~Thirteen~~ Amendment:

~~February~~ ~~September~~ 13, 202~~4~~~~2~~ –

July 1, 2022 – June 30, 2025

Adopted: March 8, 2016

First Amendment: June 24, 2016

Second Amendment: September 13, 2016

Third Amendment: June 27, 2017

Fourth Amendment: May 8, 2018

Fifth Amendment: October 8, 2019

Sixth Amendment: October 22, 2019

Seventh Amendment: July 14, 2020

Eighth Amendment: October 13, 2020

Ninth Amendment (inadvertently numbered as Eighth): February 9, 2021

Tenth Amendment: February 8, 2022

Eleventh Amendment: July 26, 2022

Twelfth Amendment: September 13, 2022

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

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SECTION 12: TERMINATION ALLOWANCE

<u>Section 12.1</u>	<u>Severance Pay</u>
<u>Section 12.2</u>	<u>Allowance Schedule</u>

SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:

Employees covered under this program shall include the following:

- A. At-Will Executive Management
- Administrative Services Director
- Assistant City Manager
- Director of Community Development
- Fire Chief
- Library Director
- Police Chief

Public Works Director
Parks & Recreation Director
City Clerk

B. Mid-Management

Assistant Public Works Director
Chief Building Official
Library Manager
Police Lieutenant
Management Analyst
Public Works Assistant Operations Manager
Public Works Operations Manager
Recreation Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Senior Engineer
Treatment Plant Manager

C. Confidential

Administrative Services Manager
Assistant Administrative Services Director
Assistant to the City Manager
Human Resources Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 *Annual Salary Adjustment:*

3.1.1 Effective July 1, 2022, all bargaining unit members shall receive a Cost of Living (COLA) increase of five (5) percent.

Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a ceiling of five (5) percent.

3.1.2 Equity Adjustment. The City will provide equity adjustments for Unrepresented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 3.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each Unrepresented position as of May 2022.

Position Title	% out of 95% Market Median
Administrative Services Director	-4.8%
Administrative Services Manager	-4.4%
Assistant Administrative Services Director	-12.8%
Assistant City Manager	0.0%
Assistant Public Works Director	-0.5%
Assistant to the City Manager	3.3%
Chief Building Official	-2.2%
City Clerk	3.3%
Fire Chief	-10.4%
Human Resources Manager	-4.4%
Library Director	-6.9%
Management Analyst	-3.8%
Planning & Building Director	-8.4%
Police Chief	-9.8%
Police Lieutenant	-23.0%
Public Works Assistant Operations Manager	-5.5%
Public Works Director	-3.7%
Public Works Operations Manager	-5.5%
Parks & Recreation Director	-10.4%
Senior Engineer	-6.5%

Senior Management Analyst	-3.8%
Senior Planner	2.8%
Treatment Plant Manager	-4.1%

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

- 7/1/22 – Equity Adjustment of two and one-half (2 ½) percent
- 1/1/23 – Equity Adjustment of two (2) percent
- 7/1/23 – Equity Adjustment of two (2) percent
- 1/1/24 – Equity Adjustment of two (2) percent
- 7/1/24 – Equity Adjustment of two (2) percent
- 1/1/25 – Equity Adjustment of two (2) percent

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

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

3.5 Out-Of-Class Pay

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be

pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The “2% @ 55” (for miscellaneous employees) or “3% @ 50” (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):

This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The “2% @ 60” (for miscellaneous) or “3% @ 55” (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The “2% @ 62” (for miscellaneous) or “3% @ 57” (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government

Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

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

4.8 All Provisions Subject to Requirements of Law:

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

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:

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

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

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.**5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.****SECTION 6: HOLIDAYS**

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding

Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

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

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

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

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

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

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

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor,

or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff, the Assistant Administrative Services Director, the Assistant Public Works Director, and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September will	20 hours awarded on the date of hire, 40 hours additional at-
October – December will	10 hours awarded on the date of hire, 20 hours additional at-

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena

Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

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

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based

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

9.8 *Leave of Absence Without Pay:*

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

9.9 *Military Leave:*

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

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 *Professional Seminars and Training:*

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

10.2 *Professional Membership Fees:*

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS**11.1 Vehicle Reimbursement:**

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of \$200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$200 per month to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

11.4.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.4.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.4.3 The City will not pay the employee upon separation in good standing from the City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described

in Section 11.4 of the Program beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will be permitted to convert them in accordance with the provisions of Section 11.4.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

11.6 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of \$1,250. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	February 13, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and direction whether the City desires to exercise its option to purchase an affordable housing unit at 1633 Voorhees Circle as provided in the Resale Restriction Agreement and Option to Purchase Agreement.
GOAL:	Goal 5: Enhance Quality of Life
RECOMMENDED ACTION:	Discuss and provide direction to staff regarding the option or the Owner's attempt to sell.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to receive direction from the City Council as to whether the City desires to exercise its option to purchase affordable housing unit 1633 Voorhees Circle.
FINANCIAL IMPACT:	If the City exercises its option to purchase, the City will pay \$450,605, plus any costs associated with close of escrow according to the terms of the Agreement. Additional costs may be incurred with amending and recording the regulatory agreements to include the provisions of the Local Preference Policy and any costs associated with the resale to an income-qualified buyer identified through implementation of the preference policy.

BACKGROUND:

On January 12, 2024, the City received notice from the St. Helena's affordable housing agency, the Housing Authority of the City of Napa ("Housing Authority"), that the St. Helena homeowner at 1633 Voorhees Circle intends to sell the home. The home is a two-bedroom, owner-occupied affordable housing unit in the Wallis Subdivision. The owners, Jack and Carol Stephenson, have owned the home since December 1996.

DISCUSSION:

As an owner-occupied affordable housing unit, 1633 Voorhees Circle was sold to the current ("Owner") subject to a Resale Restriction Agreement and Option to Purchase ("Agreement"). The Agreement provides that if the Owner no longer wishes to occupy or own the home, the home must be sold to an income-qualified buyer at a price set by the Agreement at either fair market value or restricted sales price, whichever is lower.

The sale of the property would be subject to another agreement to continue restricting resale under similar terms, all intended to keep the home as an affordable housing unit. Alternatively, the Agreement provides the City the opportunity to exercise or assign an option to purchase the property. Should the City wish to exercise this option, the City would need to be prepared to purchase the home at the fair market value or restricted sales price of \$450,605, whichever is lower.

Sale by the Owner

If the City does not exercise the option to buy, the sale by the owner would proceed under the Resale Agreement restrictions that were written in 1996. Under these agreements the owner is not required to sell the property subject to the City's Local Preference Policy, which was adopted by the St. Helena City Council in 2005 and amended in July 2010.

Sale by the owner would require the Owner to cooperate with the Housing Authority in finding an income-qualified buyer, who would purchase according to the Agreement (at the restricted sales price, subject to another similar agreement). The owner would have eight months to market and sell the home in this manner. If the Owner offers the home for sale for the eight-month period without success, the Owner would need to again comply with the requirements and offer the City an option to purchase. If the City still declines to exercise its Purchase Option, the Owner may offer the home for sale to anyone, regardless of income criteria.

City's Option

As an alternative to the Owner's sale of the home, the Agreement provides the City an opportunity to exercise or assign an option to purchase. This option would need to be exercised for the City to ensure that the terms of the 2010 Local Preference Policy are followed. The City has two opportunities to exercise the option; now, upon the Owner's notice of intent to sell or later if the Owner's eight-month marketing period ends without success. If the City exercises its option to purchase the home, either before or after the Owner's marketing, the option can be assigned to a purchaser identified and selected by the Housing Authority through implementation of the City's Local Preference Policy.

Factors Affecting Exercise Option

One factor to consider in the City's decision whether to exercise the option is that it must be exercised within 45 days of the notice of intent to sell. Therefore, the option must be exercised by February 25, 2024. Further, once the option is exercised, escrow on a sale of the home must close no later than 90 days after the notice of intent to sell, which would be April 10, 2024. The Housing Authority cautions that these time limits may not allow enough time to advertise for and then conduct a lottery in order to find an income qualified buyer under the City's Local Preference Policy.

Ideally, the City would exercise its option and then assign the right to purchase before the deadline to close escrow. The 90-day limit for close of escrow would also apply to

any assignee or the City could exercise its option, purchasing the unit, and enter into a sales and purchase agreement with another buyer before escrow closes. However, by the terms of the Agreement, if the City exercises the option it must close escrow by April 10, 2024. If a buyer has not been identified by that date, then the City will have to close escrow and hold the home until a buyer can be found.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resale Restriction Agreement - Stephenson](#)

[Attachment 2 - Notice of Intent to Sell 1633 Voorhees Circle](#)

[Attachment 3 - Notice of Intent to Sell Court Documentation Granting Wyatt Authority](#)



1996 030033
OFFICIAL RECORDS OF
NAPA COUNTY
H. KATHLEEN BONDS

Recording requested by and when
recorded return to:

Napa Valley Housing Authority
1115 Seminary Street
Napa, CA 94559

APN 009-602-006

AT REQUEST OF: **FIRST AMERICAN TITLE**
12/13/1996 10:59 AM
Fee: \$.00 Pgs: 20
TT : \$.00

For use by Recorder only **INVOIC**

Signed In Counterpart

EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE #6103

RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE



Section 1. Parties. This Resale Restriction Agreement and Option to Purchase (the "Agreement") is entered into as of this 11th day of December, 1996, by and between the City of St. Helena, a California municipal corporation (the "Agency"), and Jack and Carol Stephenson (the "Owner" and "Transferor").

Section 2. Definitions. The following defined terms have the meanings indicated in this Section 2. Exhibits to this Agreement are hereby incorporated by reference. All recordings required by this Agreement shall be in the official records of Napa County.

(a) "Agreement" means this Resale Restriction Agreement and Option to Purchase.

(b) "Appraiser" means an appraiser who is a MAI member of the American Institute of Real Estate Appraisers or a SRPA member of the Society of Real Estate Appraisers (or in case such professional designations are modified or discontinued, the most nearly equivalent successor designations).

(c) "Business day" means a day other than a Saturday or Sunday on which banks located in Napa County are not required or authorized to remain closed.

(d) "Agency" means the City of St. Helena, a California municipal corporation.

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(e) "Designee" means an individual, corporation, agency or other organization which the Agency has designated to become the Optionee pursuant to Section 6.

(f) The term "including" or variants thereof shall mean "including without limitation."

(g) "Index" means the index of median yearly income, adjusted for family size, for a family in Napa County, California, as published from time to time by the California Department of Housing and Community Development; provided, however, that if such income figures are no longer published or have not been updated for a period of at least eighteen (18) months, the Agency may use such other reasonable method as it may choose to determine median yearly income in Napa County.

(h) "Optionee" means the party who, pursuant to Section 6, is entitled to exercise the Purchase Option as provided in this Agreement.

(i) "Owner" mean Jack and Carol Stephenson.

(j) "Transfer Fees" means those fees payable to the Agency by Transferor upon a Prohibited Transfer or a Transfer pursuant to Section 9 or 10, as set forth in Section 7(c).

(k) "Prohibited Transfer" has the meaning stated in Section 7.

(l) "Purchase Option" means the option to purchase granted by the Owner, as optionor, to the Optionee, as optionee, by this Agreement.

(m) "Residence" means the real property identified in Section 4 of this Agreement and more particularly described on Exhibit A, including all improvements and appurtenances.

(n) "Transfer" has the meaning stated in Section 7.

(o) "Procedures Manual" means the Procedures Manual for the Wallis Project as such may be amended from time to time by the Agency.

Section 3. Recitals. The following recitals of fact are a material part of this Agreement.

(a) WHEREAS, the Agency has developed a program, as described in that certain First Amended and Restated Affordable Housing Agreement, dated as of March 9, 1993, between the Agency and Edward J. Wallis (as such may be amended from time to time,

the "Affordable Housing Agreement"), to provide housing opportunities to moderate income purchasers of homes to be offered for sale at prices which are below those otherwise prevailing in the market; and

(b) WHEREAS, the intent of the Agency is to preserve the affordability of the homes for persons of moderate income for as long as possible;

(c) NOW, THEREFORE, in consideration of the benefits received by the Owner, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the Owner and the Agency agree as follows:

Section 4. The Residence. The Residence which is the subject of this Agreement has a street address of 1633 Voorhees Circle, St. Helena, CA, and its legal description is "Exhibit A" to this Agreement. The Residence shall be subject to the terms and conditions here set forth.

Section 5. Owner Representations and Warranties. The Owner represents and warrants to the Agency that the financial and other information previously provided to the Agency, the original subdivider or any lenders by the Owner for the purpose of qualifying to purchase the Residence was true and correct at the time it was given and remains true and correct as of the date of this Agreement. The Owner further represents and warrants to the Agency that the Owner shall occupy the Residence as his or her principal residence (i.e., live in the Residence at least 10 months out of each calendar year). Owner shall comply with all administrative requirements described in the Procedures Manual, a copy of the then current version of which shall be given to Owner upon purchase of the Residence.

Section 6. Purchase Option. The Owner hereby grants to the Agency, as optionee (the "Optionee"), an option to purchase the Residence (the "Purchase Option") on the terms of this Agreement. The Agency may designate by resolution any individual or entity (the "Designee") to exercise the Purchase Option. The Designee when so designated shall then be the Optionee. After the exercise of the Purchase Option by the then Optionee in the manner hereinafter prescribed, the Optionee may assign the Purchase Option to any substitute buyer who is approved by the Agency; provided, however, that such subsequent assignment shall not extend any time limits contained herein. Upon approval by the Agency, such substitute buyer shall become the Optionee. The Agency shall give the Owner notice of any designation of a Designee. The Agency, the Designee or the Optionee, as the case

may be, shall give the Owner notice of any assignment to an Optionee. In addition to giving notice to the Owner, any designation of a Designee or assignment by the then Optionee of the Purchase Option shall be by a written instrument executed and acknowledged by the parties, in recordable form, which shall be recorded.

Section 7. Transfer by Owner. Any attempt by the Owner to make a Prohibited Transfer of title to or any interest in the Residence or otherwise in violation of this Agreement shall be void and subject to exercise by the Optionee of the Purchase Option described in Section 6.

(a) "Transfer" means any voluntary or involuntary sale, assignment or transfer of ownership of or any interest in the Residence, including a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Residence in excess of 60 days in any calendar year, or any interest evidenced by a land contract. Any Transfer without satisfaction of the conditions of this Agreement shall be deemed a "Prohibited Transfer." In addition, any breach by the Owner of the representations and warranties set forth in Section 5 shall be deemed a "Prohibited Transfer."

(b) The following Transfers are not considered Prohibited Transfers and therefore are not subject to exercise by the Optionee of the Purchase Option: (i) Transfer by gift, devise, or inheritance to the Owner's spouse or natural or adopted children; (ii) Transfer of title by an Owner's death to a surviving joint tenant, tenant by entireties, or a surviving spouse of community property; (iii) Transfer of title to a spouse as part of divorce or dissolution proceedings; (iv) Transfer of title or an interest in the Residence to the spouse in conjunction with marriage; or (v) Transfer of title to an inter vivos or testamentary trust for estate planning purposes where the Owner is a trustee of such trust; providing, however: (x) that these covenants shall continue to run with the title to the Residence following said Transfers; and (y) that an instrument be executed, acknowledged and recorded by the transferee containing the following covenant: "This Residence is subject to the Resale Restriction Agreement and Option to Purchase recorded on December 13th, 1996 as Series Number 1996-30033

("the Agreement") and transferee, on behalf of transferee, and transferee's successors and assigns, covenants and agrees to be bound by and perform the Agreement, and to include in any further Transfer of the Residence pursuant to Section 7(b) of the Agreement the covenant required by Section 7(b) of the Agreement." A transferee who satisfies the conditions of this Section 7(b) shall then be the

Owner. Should a transferee under this Section 7(b) fail to record the instrument described in this Section, the provisions of this Agreement will remain in full force and effect and such attempted Transfer shall be a Prohibited Transfer subject to the provisions of Section 15 of this Agreement.

(c) Upon any Prohibited Transfer, or any Transfer pursuant to Section 9 or 10, Transferee shall pay to the Agency a Transfer Fee of Five Hundred Dollars (\$500.00). The amount of the Transfer Fee established by this Section may be adjusted by the Agency annually in an amount not to exceed the percentage change in the Consumer Price Index from the later of June 1, 1992 or the last adjustment made to the Transfer Fee. During the month of June of each year, the Agency shall establish by resolution any adjusted Transfer Fee for the ensuing fiscal year. In the event the Agency does not adjust such Transfer Fee in June of any particular year, the prior fee schedule shall remain in effect.

Section 8. [reserved]

Section 9. Procedure on Sale. Whenever the Owner of the Residence no longer desires to own the Residence, and intends to make a Transfer of title to or any interest in the Residence which, unless the Owner complies with this Section 9, would be a Prohibited Transfer, the Owner shall notify the Optionee to that effect. The Optionee, upon receipt of said notice, shall then have the right to exercise its Purchase Option by delivery of notice to the Owner of such exercise at any time within forty-five (45) calendar days from the receipt by the Optionee of such written notice from the Owner of intent to sell or otherwise transfer the Residence.

If the Optionee exercises its right to purchase the Residence, closing shall be through an escrow with the title insurance company issuing the owners title insurance policy required by Section 11 of this Agreement, utilizing the form of escrow agreement customarily used by such escrowee in residential transactions in Napa County, modified to the extent necessary to conform to this transaction. The escrow shall be opened upon delivery by the Optionee to the Owner of notice of the Optionee's exercise of the Purchase Option or as soon thereafter as possible. In the event the Optionee decides to assign the Purchase Option, the Optionee may postpone opening of escrow until selection of the new Optionee pursuant to Section 6, or as soon thereafter as possible. In the event the Optionee postpones opening of escrow and is unable to select such an assignee, the Optionee retains the right to open escrow and complete the purchase. In all cases, the closing of the sales transaction shall be within ninety (90) days from receipt by the Optionee of the Owner's notice of intent to sell.

Section 10. Transfer by Owner if Purchase Option is not exercised. In the event the Optionee does not exercise its Purchase Option within forty-five (45) days of the Owner's notice pursuant to Section 9, the Owner may offer the Residence for sale at any time during the eight (8) months following expiration of the notice period if the following conditions are satisfied. If the Owner fails to Transfer the Residence during this eight-month period, the Owner must comply again with the requirements of Section 9 before a Transfer of the Residence pursuant to this Section 10 can take place.

(a) The transferee intends to occupy the Residence as his or her principal place of residence; the transferee may not collectively earn more than one hundred twenty percent (120%) of the then current median income, adjusted for family size, for a family in Napa County as defined by the Index. The Agency will allow co-signers not meeting the conditions set forth in the preceding sentence for purposes of obtaining loans so long as the transferee of the Residence meets the conditions set forth in the preceding sentence.

(b) The owner must notify the Agency at least forty-five (45) calendar days prior to the date of Transfer of the Residence and otherwise comply with all the eligibility and other requirements of the Agency's program described in this Agreement and in the then current version of the Procedures Manual, including the earnings limitations applicable to the transferee contained in Section 10(a) of the Agreement. The Agency shall approve or disapprove of the proposed transferee within thirty-five (35) calendar days. In the event the Agency does not disapprove of the proposed transferee by notice to the Owner within thirty-five (35) calendar days after receiving the Owner's notice, the Agency shall be deemed to have approved the proposed transferee.

(c) Any transferee approved pursuant to Section 10(b) shall, as part of the closing documentation for the Transfer, execute an agreement substantially similar to this Agreement and for a thirty-year term. The agreement shall be recorded by transferee at closing and, upon recordation, shall supersede the terms of this Agreement and this Agreement shall be of no further force and effect and shall terminate as provided by Section 26. Such transferee shall also execute any documents and take any acts required by the then current version of the Procedures Manual.

(d) If: (i) the Optionee does not exercise its Purchase Option pursuant to Section 9; (ii) the Owner offers the Residence for sale for the eight-month period described above without success; (iii) the Owner again complies with the requirements of Section 9; and (iv) the Optionee still declines to exercise its Purchase Option, the Owner may offer the Residence for sale to

anyone, regardless of income criteria. The Owner, however, will be subject to the remaining requirements of this Agreement, including the obligations set forth in Section 10(b) & (c) and the purchase price limitation contained in Section 11.

Section 11. Purchase Price; Owner's Warranties; Title Insurance.

(a) Closing costs and title insurance shall be paid pursuant to the custom and practice in Napa County at the time of the opening of escrow for all Transfers pursuant to Section 9 or Section 10 above. At the closing the Owner shall furnish the Optionee or transferee, as the case may be, an ALTA owner's residential title insurance policy, subject to its exclusions from coverage, special exceptions for current taxes and assessments not yet due, and such matters (other than taxes, assessments, and encumbrances created or suffered by the Owner who signed this Agreement and all those claiming under that Owner) which were exceptions to title on the date of this Agreement. At the closing Owner shall convey title to the transferee, the Optionee or the Optionee's nominee, as the case may be, by grant deed, or its equivalent which warrants title against matters created or suffered by the Owner and those claiming under the Owner.

(b) For all Transfers pursuant to Section 9 or Section 10 above, the purchase price (the "Purchase Price") of the Residence shall be fixed at the lower amount arrived at via the following two methods:

(i) The Optionee or Agency may have an appraisal made by a neutral professional Appraiser of its choice to establish the market value.

The Owner may also, at Owner's own expense, have an appraisal made by a neutral professional Appraiser of the Owner's choice to establish the market value. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the market value.

(ii) One Hundred Sixty-five Thousand, (\$165,000.00) Dollars (the base price) plus the amount of any Transfer Fees paid pursuant to this Agreement, plus any reasonable closing costs actually to be incurred by the Owner in the sale to the transferee pursuant to Section 9 or 10, plus an amount, if any, to compensate for any increase in the Index. For that purpose, the Index prevailing on the date of the purchase of the Residence by the Owner who initially entered into this Agreement shall be compared with the latest Index available on the date of receipt by the Optionee of the Owner's notice of intent to sell. The percentage increase in the Index, if any,

shall be computed and the base price shall be increased by that percentage; provided, however, that the price in no event be lower than the purchase price paid by the selling Owner when that Owner purchased the Residence.

This adjusted price shall be increased by the value of any documented, permanent capital real estate or fixed improvements approved by Agency, up to a maximum of 10 percent of the adjusted price. No price adjustment will be made except upon presentation to the Agency of written documentation of all expenditures made by Owner for which an adjustment is requested.

(c) Any sale price determined through the use of the method described in Section 11(b)(ii) (base price adjusted by the Index and value of improvements, fixtures or equipment added) shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance costs, which amount shall be determined as follows: Upon receipt of notice of Owner's intent to sell, the Agency shall have thirty (30) days to determine whether any violations of applicable building, plumbing, electric, fire or housing codes or any other provisions of the City Code exist. In the event deficiencies are noted, the Agency shall obtain estimates to cure the observed deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to the Agency within forty-five (45) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the Optionee/transferee, exercised on or before closing, the escrow may be closed, title passed and money paid to the Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by the Agency) shall be withheld from the money due the Owner and held by the escrowee holder for the purpose of curing such deficiencies. If the amount necessary to cure such deficiencies exceeds the amount of money due the Owner out of the escrow, the Owner shall pay the amount of such shortfall into escrow prior to closing. The Optionee/transferee shall cause such deficiencies to be cured and upon certification of completion of work by the Agency, the escrowee shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owner. No other payment shall be due to the Owner.

(d) In no event shall the Agency become in any way liable to the Owner, nor become obligated in any manner to any other party, by reason of the assignment of its Purchase Option, nor shall the Agency be in any way obligated or liable to Owner for any failure of the then Optionee to consummate a purchase of the Residence or to comply with the terms of the Purchase Option.

(e) Until such time as the Optionee's purchase option is exercised, waived, or expired, the Residence shall not be

Transferred, as defined in Section 7 above, except as provided in Section 7(b). This provision shall not prohibit the Owner from encumbering of title for the sole purpose of securing financing; however, in the event of foreclosure or transfer by deed in lieu of foreclosure, the provisions of section 13 of this Agreement shall govern. Further, the Owner shall not use the Residence as collateral for an amount exceeding the Purchase Price of the Residence.

Any requirement of this Agreement may be waived by the Agency in its sole discretion, such waiver to be in writing and consistent with the Agency's goal of creating, preserving, maintaining, and protecting housing for persons of low and moderate income. Notwithstanding the foregoing, any waiver in connection with a Residence purchased by a veteran with a loan guaranteed by the Veterans Administration shall only be effective after submission to, and approval by, the Loan Guaranty Division of the VA Regional Office.

Section 12. Termination of Purchase Option. The provisions set forth in this Agreement relating to the Optionee's Purchase Option shall terminate and become void automatically thirty (30) years following the date of execution of this Agreement.

Section 13. Default and Foreclosure. A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the Agency, any Designee and any other Optionee. Any notice of default given pursuant to Civil Code Section 2924b, as amended, shall constitute an Owner's notice of intent to sell under Section 9 of this Agreement, and the Optionee may exercise its Purchase Option pursuant to the provisions of this Agreement; provided however, that, notwithstanding any language contained in this Agreement to the contrary, with regard to the rights of the lien holder, the Optionee must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for reinstatement of a monetary default under the deed of trust or mortgage.

In the event of default and foreclosure, the Agency shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating any obligation on the part of the Agency to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

In the event that no request for notice is recorded, the Optionee's Purchase Option shall run from the date the notice of default is given to the Owner, and any such purchase must be completed within the period established in this Section 13. In the event the Optionee elects not to exercise its rights to purchase upon default, and a foreclosure sale is consummated, any surplus proceeds to which the Owner may be entitled following foreclosure under California state law shall be paid as follows: After any required payment of encumbrances, that portion of surplus, if any, up to but not exceeding the net amount that the Owner would have received after any required payment of encumbrances under the formula set forth above had the Optionee exercised its right to purchase the Residence on the date of the foreclosure sale, shall be paid to the Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid in accordance with the terms of section 12 of the Affordable Housing Agreement. In the event that the Optionee does not elect to purchase the Residence pursuant to the provisions of this Section 13 and the Residence is sold through foreclosure, the provisions of Section 18 below pertaining to subordination shall apply.

Section 14. Distribution of Insurance and Condemnation Proceeds. In the event that the Residence is condemned or destroyed (or in the event that the Residence consists of a unit in a condominium project and the condominium project is destroyed and insurance proceeds are distributed to the Owner, instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to the Owner, or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including the Owner), any surplus proceeds from insurance or condemnation so distributed remaining after payment of encumbrances on the Residence shall be distributed as follows: That portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had the Optionee exercised its Purchase Option on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to the Owner, and the balance of such surplus, if any, shall be distributed in accordance with the terms of section 12 of the Affordable Housing Agreement.

Section 15. Notice of Prohibited Transfer. Within thirty (30) days after receiving notification that a Prohibited Transfer has occurred in violation of this Agreement, the Optionee will give written notice to the Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the Optionee within ten (10) days after the date of the notice, or within such further time as the Optionee determines is necessary to correct the violation, the Optionee

may declare a default under this Agreement. Upon the declaration of a default, the Optionee may exercise its Purchase Option as set forth in Section 9 or apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

Section 16. Attorney Fees and Costs. If either party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For purposes of this Section, attorney fees shall include, without limitation, fees incurred in the following: (a) postjudgment motions; (b) contempt proceedings; garnishment, levy and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

Section 17. Controlling Agreement. The Owner covenants that the Owner has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, the Owner understands and agrees that this Agreement shall control the rights and obligations between and among the parties.

Section 18. Subordination. This Agreement is subordinate to any deed of trust or mortgage on the property made by or held by an institutional lender or institutional investor. Any party, and its successors and assigns, including the United States Department of Housing and Urban Development ("HUD"), receiving title to the property through a trustee's sale, a judicial foreclosure sale or deed in lieu of foreclosure, of such deed of trust or mortgage, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Agreement. Upon assignment of the deed of trust or mortgage to HUD pursuant to 24 CFR 203.650 (or any successor provision), the provisions of this Agreement shall terminate and be of no further force or effect.

Section 19. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then

such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Section 20. Time of the Essence. Time is of the essence of this entire Agreement. Whenever under the terms of this Agreement the time for performance falls on a day which is not a business day, such time for performance shall be on the next day that is a business day.

Section 21. Notices. All notices required herein shall be in writing and shall be considered as given when personally delivered or one business day following the day on which notice is delivered to Federal Express or similar overnight delivery service with all delivery charges paid, addressed to the parties as follows:

If to Agency:	City of St. Helena 1480 Main Street St. Helena, CA 94574
with copy to:	Napa Valley Housing Authority 1115 Seminary Street Napa, CA 94559 Attn: Executive Director
If to Owner:	Jack and Carol Stephenson 1633 Voorhees Circle St. Helena, CA 94574
If to Optionee: (other than the Agency)	At the address specified in the designation or assignment required by Section 6.

The address of a party for notices may be changed by that party's designation to all other parties of the new address and the recording of the designation, including the recording reference of this Agreement and its legal description contained in Exhibit A.

Section 22. Covenants as to Use of and Title to the Residence. The Owner covenants and agrees with the Agency that the Owner will use and maintain the Residence as a single family residence and will perform all obligations of any consensual lien

encumbering the Residence, until a permitted Transfer, purchase

by the Optionee pursuant to this Agreement or termination of this Agreement.

Section 23. Captions and Pronouns. The captions and headings of the various sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

Section 24. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land described in Exhibit A and are binding upon the heirs, successors, assigns and personal representatives of the parties hereto and inure to the benefit of the heirs, personal representatives and permitted successors and assigns of the parties hereto.

Section 25. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties, to create a valid and enforceable Purchase Option and prevent any Prohibited Transfer or any use of the Residence in violation of this Agreement is carried out.

Section 26. Termination. This Agreement shall terminate on the earlier of conveyance to the Optionee or its nominee pursuant to exercise of the Purchase Option, acquisition of title through a foreclosure of any consensual lien to which this Agreement has been subordinated, or termination of the Purchase Option pursuant to Sections 10 or 12. Upon termination of this Agreement, on request of the then record owner of the fee title to the Residence the Agency and any other Optionee shall execute,

acknowledge and record a termination of this Agreement. To the extent permitted by law, any unfulfilled obligations of any Owner which arise during the term of this Agreement shall survive the termination of this Agreement, but this Agreement shall no longer affect title to the Residence.

IN WITNESS THEREOF, the parties have executed this Agreement
as of the date first written above.

CITY OF ST. HELENA

By:

City Administrator - KEVIN PLETT

ATTEST

Deputy City Clerk - DELIA GUIJOSA

Jack Stephenson
Jack Stephenson

Carol Stephenson
Carol Stephenson

NOTARIZATIONS

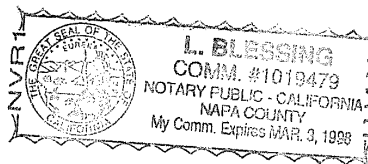
STATE OF CALIFORNIA)

COUNTY OF NAPA) ss.

On Dec 11, 1996, before me, L. Blessing
 personally appeared Jack Stephenson, [] personally known
 to me [] proved to me on the basis of satisfactory evidence to
 be the person(s) whose name(s) is/are subscribed to the within
 instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by
 his/her/their signatures(s) on the instrument the person(s), or
 the entity upon behalf of which the person(s) acted, executed the
 instrument.

WITNESS my hand and official seal.

L. Blessing
 Notary Public

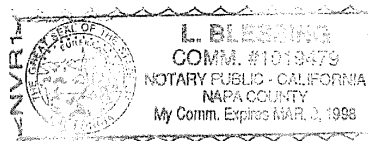


STATE OF CALIFORNIA)
 COUNTY OF NAPA) ss.

On Dec 11, 1996, before me, L. Blessing
 personally appeared Carol Stephenson, [] personally known
 to me [] proved to me on the basis of satisfactory evidence to
 be the person(s) whose name(s) is/are subscribed to the within
 instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by
 his/her/their signatures(s) on the instrument the person(s), or
 the entity upon behalf of which the person(s) acted, executed the
 instrument.

WITNESS my hand and official seal.

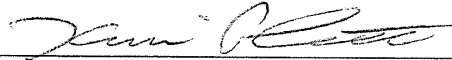
L. Blessing
 Notary Public



IN WITNESS THEREOF, the parties have executed this Agreement
as of the date first written above.

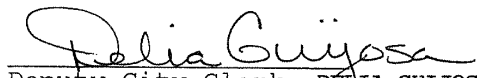


CITY OF ST. HELENA



City Administrator - KEVIN PLETT

ATTEST


Deputy City Clerk - DELIA GUIJOSA

Jack Stephenson

Carol Stephenson

STATE OF CALIFORNIA)

COUNTY OF NAPA)

On December 11, 1996, before me, the undersigned, City Clerk of the City of St. Helena, personally appeared Kevin Plett personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Delia Guijosa, City Clerk



9603 0033 0017



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City of St. Helena, a political corporation by that certain Resale Restriction Agreement and Option to Purchase dated September 11, 1996 to which this Certificate of Acceptance is attached is hereby accepted by the undersigned agent on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on April 23, 1991, and the grantee consents to recordation thereof by its duly authorized officer.

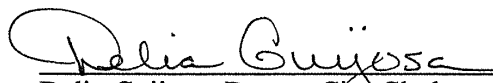
Date: 12-11-96

By: 
 Kevin Plett
 City Administrator

STATE OF CALIFORNIA COUNTY OF NAPA

On December 11, 1996, before me, the undersigned, Deputy City Clerk of the City of St. Helena, personally appeared Kevin Plett, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


 Delia Guijosa, Deputy City Clerk



92003 0033 0018

CITY OF ST. HELENA, CALIFORNIA

Resolution No. 91-53

CERTIFIED COPY

AUTHORIZING THE CITY ADMINISTRATOR TO
ACCEPT AND CONSENT TO DEEDS OR GRANTS OF
REAL PROPERTY TO THE CITY

RESOLUTION

The City Administrator is hereby authorized to accept and consent to deeds or grants conveying any interest in or easement upon real estate to the City for public purposes, and to perform such other acts as are required by Gov. C. A. 27281 for the recordation of deeds and grants.

In exercising such authority, the City Administrator is authorized to attach to or print on the grant or deed a certificate in substantially the following form:

"This is to certify that the interest in real property conveyed by the grant or deed dated _____ from _____ to the City of St. Helena, a political corporation is hereby accepted by the undersigned agent on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on April 23, 1991, and the grantee consents to recordation thereof by its duly authorized officer.

Date _____ By _____

Approved by action of the City Council at a Regular Meeting held on April 23, 1991, by the following votes:

AYES : Councilmen Brown, Heitz, Hardy, Salinger, Mayor Hayne

NOES : None

Absent: None

ABSTAIN: None

ATTEST:

The foregoing instrument is a correct copy of the original on file in this office of City Clerk and Clerk of the St. Helena City Council, County of Napa, State of California.

By Helia Guyot Date 12-12-96

Approved:

Seal

William Hayne
William Hayne
Mayor

Gene Armstead
Gene Armstead
City Administrator/City Clerk



9603 0033 0019



END OF DOCUMENT

Escrow No: 91033-21

EXHIBIT "A"

LOT 21, as shown on the map entitled, "Final Map of the Wallis Project", filed August 25, 1992 in Book 19 of Maps at pages 9-11, in the office of the County Recorder of said Napa County.

APN 009-602-006

91033 0033 0020

12/6/2023

Wyatt Stephenson
1697 Hickam Circle
Suisun City, CA 94585

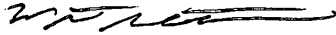
Re: 1633 Voorhees Circle, St. Helena, CA 94574

To Whom It May Concern,

I, Wyatt Stephenson, as Administrator of the Estate of Carol Lee Stephenson intend to put 1633 Voorhees Circle, St. Helena, CA 94574 up for sale.

Sincerely,

Wyatt Stephenson

A handwritten signature in black ink, appearing to read 'Wyatt Stephenson', written over a horizontal line.

eFILE 08/15/2023 RA

23PR000202
Napa - Probate and Mental Health

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Thomas R. Healy (SBN 164815) 601 Carolina St., Vallejo, CA 94590		TELEPHONE AND FAX NOS.: 707-553-7360	DE-150 FOR COURT USE ONLY FILED AUG 22 2023 Clerk of the Napa Superior Court By <u>Altman</u> Deputy
ATTORNEY FOR (Name): Petitioner Wyatt Stephenson SUPERIOR COURT OF CALIFORNIA, COUNTY OF Napa STREET ADDRESS: 825 Brown Street MAILING ADDRESS: 825 Brown Street CITY AND ZIP CODE: Napa, CA 94559 BRANCH NAME:		CASE NUMBER: 23PR000202	
ESTATE OF (Name): Carol Lee Stephenson, a.k.a. Carol L. Stephenson			
☐ TESTAMENTARY ☐ OF ADMINISTRATION WITH WILL ANNEXED LETTERS DECEDENT ☒ OF ADMINISTRATION ☐ SPECIAL ADMINISTRATION		AFFIRMATION 1. ☐ PUBLIC ADMINISTRATOR: No affirmation required (Prob. Code, § 7621(c)). 2. ☒ INDIVIDUAL: I solemnly affirm that I will perform the duties of personal representative according to law. 3. ☐ INSTITUTIONAL FIDUCIARY (name): I solemnly affirm that the institution will perform the duties of personal representative according to law. I make this affirmation for myself as an individual and on behalf of the institution as an officer. (Name and title):	
1. ☐ The last will of the decedent named above having been proved, the court appoints (name): a. ☐ executor. b. ☐ administrator with will annexed. 2. ☒ The court appoints (name): Wyatt Stephenson a. ☒ administrator of the decedent's estate. b. ☐ special administrator of decedent's estate (1) ☐ with the special powers specified in the Order for Probate. (2) ☐ with the powers of a general administrator. (3) ☐ letters will expire on (date):		4. Executed on (date): 8/11/2023 at (place): Suisun City , California. (SIGNATURE)	
3. ☒ The personal representative is authorized to administer the estate under the Independent Administration of Estates Act ☒ with full authority ☐ with limited authority (no authority, without court supervision, to (1) sell or exchange real property or (2) grant an option to purchase real property or (3) borrow money with the loan secured by an encumbrance upon real property). 4. ☐ The personal representative is not authorized to take possession of money or any other property without a specific court order.		CERTIFICATION I certify that this document is a correct copy of the original on file in my office and the letters issued the personal representative appointed above have not been revoked, annulled, or set aside, and are still in full force and effect. (SEAL) Date: AUG 22 2023 Clerk, by <u>Robert E. Fleshman</u> (Deputy) (SEAL) Date: Clerk, by (Deputy)	

WITNESS, clerk of the court, with seal of the court affixed.

Form Approved by the
Judicial Council of California
DE-150 (Rev. January 1, 1988)
Mandatory Form (1/1/2000)

LETTERS
(Probate)

Probate Code, §§ 1001, 8403, 8405, 8544, 8545;
Code of Civil Procedure, § 2019.6

Efile 08/11/23 AH

23PR000202
Napa - Probate and Mental Health

DE-140

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Thomas R. Healy (164815) Law Office of Thomas R. Healy 601 Carolina Street Vallejo, CA 94590		TELEPHONE AND FAX NOS.: Tel: 707-553-7360 Fax: 707-553-7364	FOR COURT USE ONLY FILED AUG 22 2023 Clerk of the Napa Superior Court By <u>AHK</u> Deputy
ATTORNEY FOR (Name): Petitioner SUPERIOR COURT OF CALIFORNIA, COUNTY OF Napa STREET ADDRESS: 825 Brown Street MAILING ADDRESS: 825 Brown Street CITY AND ZIP CODE: Napa, CA 94559 BRANCH NAME:			
ESTATE OF (Name): Carol Lee Stephenson, a.k.a. Carol L. Stephenson DECEDENT			
ORDER FOR PROBATE ORDER ☐ Executor APPOINTING ☐ Administrator with Will Annexed ☒ Administrator ☐ Special Administrator ☒ Order Authorizing Independent Administration of Estate ☒ with full authority ☐ with limited authority		CASE NUMBER: 23PR000202	
WARNING: THIS APPOINTMENT IS NOT EFFECTIVE UNTIL LETTERS HAVE ISSUED.			

1. Date of hearing: 8/22/2023 Time: 8:30 a.m. Dept./Room: **A** Judge: Jim
- THE COURT FINDS**
2. a. All notices required by law have been given.
 b. Decedent died on (date): 10/4/2022
 (1) ☒ a resident of the California county named above.
 (2) ☐ a nonresident of California and left an estate in the county named above.
 c. Decedent died
 (1) ☒ Intestate
 (2) ☐ testate
 and decedent's will dated: and each codicil dated:
 was admitted to probate by Minute Order on (date):
- THE COURT ORDERS**
3. (Name): **Wyatt Stephenson**
 is appointed personal representative:
 a. ☐ executor of the decedent's will
 b. ☐ administrator with will annexed
 c. ☒ administrator
 d. ☐ special administrator
 (1) ☐ with general powers
 (2) ☐ with special powers as specified in Attachment 3d(2)
 (3) ☐ without notice of hearing
 (4) ☐ letters will expire on (date):
- and letters shall issue on qualification.
4. a. ☒ Full authority is granted to administer the estate under the Independent Administration of Estates Act.
 b. ☐ Limited authority is granted to administer the estate under the Independent Administration of Estates Act (there is no authority, without court supervision, to (1) sell or exchange real property or (2) grant an option to purchase real property or (3) borrow money with the loan secured by an encumbrance upon real property).
5. a. ☒ Bond is not required.
 b. ☐ Bond is fixed at: \$ to be furnished by an authorized surety company or as otherwise provided by law.
 c. ☐ Deposits of: \$ are ordered to be placed in a blocked account at (specify institution and location):
 and receipts shall be filed. No withdrawals shall be made without a court order. ☐ Additional orders in Attachment 5c.
- d. ☐ The personal representative is not authorized to take possession of money or any other property without a specific court order.
6. ☒ (Name): **Richard Thomas** is appointed probate referee.
- Date: 8/22/23
7. Number of pages attached: 0
- ORDER FOR PROBATE**
- Form Approved by the
 Judicial Council of California
 DE-140 (Rev. January 1, 1999)
 Mandatory Form (1/1/2000)
- ORDER FOR PROBATE**
- Probate Code, §§ 8003, 8400

BOE-502-D (P1) REV. 13 (05-21)

**CHANGE IN OWNERSHIP STATEMENT
DEATH OF REAL PROPERTY OWNER**

This notice is a request for a completed Change in Ownership Statement. Failure to file this statement will result in the assessment of a penalty.

NAME AND MAILING ADDRESS
(Make necessary corrections to the printed name and mailing address)

Wyatt Stephenson
1697 Hickam Circle
Suisun City, CA 94585

Please return form to:
JOHN TUTEUR NAPA COUNTY ASSESSOR
1127 FIRST ST STE A
NAPA CA 94559-2952

Contact our office at: 707-253-4467
or via email at: assessor@countyofnapa.org

Section 480(b) of the Revenue and Taxation Code requires that the personal representative file this statement with the Assessor in each county where the decedent owned property at the time of death. **File a separate statement for each parcel of real property owned by the decedent.**

NAME OF DECEDENT Carol Lee Stephenson		DATE OF DEATH July 1, 2023	
☐ YES ☐ NO Did the decedent have an interest in real property in this county? If YES , answer all questions. If NO , sign and complete the certification on page 2.			
STREET ADDRESS OF REAL PROPERTY 1633 Voorhees Circle	CITY St. Helena	ZIP CODE 94574	ASSESSOR'S PARCEL NUMBER (APN)* 009-602-006-000
*If more than 1 parcel, attach separate sheet.			
DESCRIPTIVE INFORMATION ☒ (IF APN UNKNOWN)		DISPOSITION OF REAL PROPERTY ☒	
☐ Copy of deed by which decedent acquired title is attached.		☒ Succession without a will	
☐ Copy of decedent's most recent tax bill is attached.		☐ Decree of distribution pursuant to will	
☐ Deed or tax bill is not available; legal description is attached.		☐ Probate Code 13650 distribution	
		☐ Affidavit	
TRANSFER INFORMATION ☒ Check all that apply and list details below.		☐ Decree of distribution pursuant to will	
☐ Decedent's spouse		☐ Action of trustee pursuant to terms of a trust	
☐ Decedent's registered domestic partner			
☒ Decedent's child(ren) or parent(s). If qualified for exclusion from reassessment, a <i>Claim for Reassessment Exclusion for Transfer Between Parent and Child</i> must be filed (see instructions). Was this the decedent's principal residence? ☐ YES ☐ NO			
☐ Decedent's grandchild(ren). If qualified for exclusion from reassessment, a <i>Claim for Reassessment Exclusion for Transfer Between Grandparent and Grandchild</i> must be filed (see instructions). Was this the decedent's principal residence? ☐ YES ☐ NO			
☐ Cotenant to cotenant. If qualified for exclusion from reassessment, an <i>Affidavit of Cotenant Residency</i> must be filed (see instructions).			
☐ Other beneficiaries or heirs.			
☐ A trust.			
NAME OF TRUSTEE		ADDRESS OF TRUSTEE	

List names and percentage of ownership of all beneficiaries or heirs:

NAME OF BENEFICIARY OR HEIRS	RELATIONSHIP TO DECEDENT	PERCENT OF OWNERSHIP RECEIVED
Wyatt Stephenson	Son	100%

☐ This property has been or will be sold prior to distribution. (Attach the conveyance document and/or court order).

NOTE: Sale of the property does not relieve the need to file a *Claim for Reassessment Exclusion for Transfer Between Parent and Child* if appropriate.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-D (P2) REV. 13 (05-21)

☐ YES ☐ NO Will the decree of distribution include distribution of an ownership interest in any legal entity that owns real property in this county? If **YES**, will the distribution result in any person or legal entity obtaining control of more than 50% of the ownership of that legal entity? ☐ YES ☐ NO If **YES**, complete the following section.

NAME AND ADDRESS OF LEGAL ENTITY	NAME OF PERSON OR ENTITY GAINING SUCH CONTROL

☐ YES ☐ NO Was the decedent the lessor or lessee in a lease that had an original term of 35 years or more, including renewal options? If **YES**, provide the names and addresses of all other parties to the lease.

NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE

MAILING ADDRESS FOR FUTURE PROPERTY TAX STATEMENTS

NAME

ADDRESS 1697 Hickam Circle	CITY Suisun City	STATE CA	ZIP CODE 94585

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the information contained herein is true, correct and complete to the best of my knowledge and belief.

SIGNATURE OF SPOUSE/REGISTERED DOMESTIC PARTNER/PERSONAL REPRESENTATIVE 	PRINTED NAME Wyatt Stephenson
TITLE Administrator	DATE
EMAIL ADDRESS	DAYTIME TELEPHONE () 707-363-4118

INSTRUCTIONS

Failure to file a Change in Ownership Statement within the time prescribed by law may result in a penalty of either \$100 or 10% of the taxes applicable to the new base year value of the real property or manufactured home, whichever is greater, but not to exceed five thousand dollars (\$5,000) if the property is eligible for the homeowners' exemption or twenty thousand dollars (\$20,000) if the property is not eligible for the homeowners' exemption if that failure to file was not willful. This penalty will be added to the assessment roll and shall be collected like any other delinquent property taxes and subjected to the same penalties for nonpayment.

Section 480 of the Revenue and Taxation Code states, in part:

- (a) Whenever there occurs any change in ownership of real property or of a manufactured home that is subject to local property taxation and is assessed by the county assessor, the transferee shall file a signed change in ownership statement in the county where the real property or manufactured home is located, as provided for in subdivision (c). In the case of a change in ownership where the transferee is not locally assessed, no change in ownership statement is required.
- (b) The personal representative shall file a change in ownership statement with the county recorder or assessor in each county in which the decedent owned real property at the time of death that is subject to probate proceedings. The statement shall be filed prior to or at the time the inventory and appraisal is filed with the court clerk. In all other cases in which an interest in real property is transferred by reason of death, including a transfer through the medium of a trust, the change in ownership statement or statements shall be filed by the trustee (if the property was held in trust) or the transferee with the county recorder or assessor in each county in which the decedent owned an interest in real property within 150 days after the date of death.

The above requested information is required by law. Please reference the following:

- Passage of Decedent's Property: Beneficial interest passes to the decedent's heirs effectively on the decedent's date of death. However, a document must be recorded to vest title in the heirs. An attorney should be consulted to discuss the specific facts of your situation.
- Change in Ownership: California Code of Regulations, Title 18, Rule 462.260(c), states in part that "[i]nheritance (by will or intestate succession)" shall be "the date of death of decedent."
- Inventory and Appraisal: Probate Code, Section 8800, states in part, "Concurrent with the filing of the inventory and appraisal pursuant to this section, the personal representative shall also file a certification that the requirements of Section 480 of the Revenue and Taxation Code either:
 - (1) Are not applicable because the decedent owned no real property in California at the time of death
 - (2) Have been satisfied by the filing of a change in ownership statement with the county recorder or assessor of each county in California in which the decedent owned property at the time of death."
- Parent/Child and Grandparent/Grandchild Exclusions: A claim must be filed within three years after the date of death/transfer, but prior to the date of transfer to a third party; or within six months after the date of mailing of a Notice of Assessed Value Change, issued as a result of the transfer of property for which the claim is filed. An application may be obtained by contacting the county assessor.
- Cotenant to cotenant. An affidavit must be filed with the county assessor. An affidavit may be obtained by contacting the county assessor. This statement will remain confidential as required by Revenue and Taxation Code Section 481, which states in part: "These statements are not public documents and are not open to inspection, except as provided by Section 408."

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

Cindy Tzaopoulos

From: Jordan Bentley <jordan@winecc.net>
Sent: Monday, February 12, 2024 3:58 PM
To: Cindy Tzaopoulos
Cc: Daniel Hale; Jennifer La Liberte
Subject: [External] 1633 Voorhees Circle | Letter to Council Members
Attachments: Staff Report - Pdf.pdf

Good afternoon Cindy,

Please see the email/letter below to the mayor and council members regarding the new business agenda item for tomorrow's meeting. I have attached the agenda report for reference. Thank you for sharing with the mayor and council members for their review.

All my best,

Jordan Bentley
 (707) 474-7594

To: City of St. Helena Council Members

Re: 1633 Voorhees Circle
 St. Helena, CA 94574

Dear Mayor and Council Members,

The recent 1633 Voorhees Circle item in the agenda report dated February 13, 2024 for new business piqued our interest. It is extremely rare when a home purchase opportunity presents itself in St. Helena at an affordable price. Currently, active listings for single family homes in St. Helena range from \$1.3M to \$19.9M. As such, we encourage the Council to direct staff to forego exercising the City's option for the time being and allow the Seller to market the home to income-qualified homebuyers in our area. If after the eight-month period the home doesn't sell, though that seems very unlikely, then we would encourage the Council to direct staff to exercise the option and work with Our Town St Helena (OTSH) to identify potential buyers and preserve long-term affordability of the home. In the meantime, if the Seller would like any assistance from OTSH to help spread the word to locate possible buyers, they are encouraged to contact our executive director, Jennifer La Liberte, at (707) 302-5111.

Thank you for your time and consideration of this important opportunity.

Sincerely,

Jordan Bentley
OTSH Board President

and

Dan Hale
OTSH Board Vice President



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	February 13, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Discuss and Make a Determination on the Water Penalty Appeal by Catherine Buck in the amount of \$74,893.30.
GOAL:	Miscellaneous/Other
RECOMMENDED ACTION:	Approve the Appeal.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Water Penalty Appeal Determination
FINANCIAL IMPACT:	The fiscal impact is dependent on City Council determination. The total penalty being appealed is \$74,893.30.

BACKGROUND:

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

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

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

On August 6, 2021, the City Council adopted policy - P-FI-0022 *Leak Adjustment Policy – Phase II and Phase III Water Penalties* (Attachment 1) and the applicable *Application Form*, to assist those customers who incurred penalties as a result of a water leak.

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

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

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

DISCUSSION:

The Phase II water emergency was terminated in November 2021, effective in December 2021 and the last meeting of the Water Advisory Board was held on May 6, 2022.

On August 21, 2023, Catherine Buck filed a request for Fee Waiver for penalties incurred in October and November 2021 due to excess water usage during the Phase II Water Emergency (Attachment 2). Included in Attachment 2 is the customers billing history and usage history. Because the appeal was made after the termination of the Water Advisory Board and is above the authority of the Administrative Services Director, the appeal is bring brought to the City Council for consideration.

The customer has submitted the following statement on their appeal application:

"In Oct, Nov, Dec 2021 my water bill skyrocketed. The City came out to check the main and meter and indicated the leak was on the property. I called Rotorooter to come out and they could not find. I spoke with a gentleman at the City Water who gave me the name of several companies I could check with. I am a tenant and let my landlord know. I called American Leak who came out and found two areas both which were not visible. I let my landlord and City know, had the City shut off the main to the house (Dec 2021) and turned back on when repair was complete. I was not in town during that time for several weeks due to parents health. Repairs were complete and I let the City know, filled out the penalty abatement form sent to me and mailed all documents to City Water

Department. The water bill has remained steady and I have paid (not penalties). I have called in more than once in 2022 but gave up for this to be removed from statement.

I am asking the City to look at my paperwork, see the repairs were done and have remained within usage limits. Prior to these leaks my water bills were paid.

I have been a tenant at this address for 16 years and work very hard to maintain the integrity of the property. It is affordable housing. I do not have the means to pay these penalties and request the City to waive them in their entirety.

Thank you for your consideration. Cathy Buck"

Information for City Council Consideration

Leak Notification - The City mailed a leak letter to the customer in October, November, and December 2021 following each of the meter reads. The leak letters are included as Attachment 3.

Table 1: Penalties Imposed

Month	Penalty Amount	Use HCF	Allocation HCF	Over Allocation HCF	Over Allocation Gallons
October 2021	\$31,434.40	114.69	10.74	133.954	100,204
November 2021	\$43,458.90	190.003	9.16	180.843	135,280
TOTAL	\$74,893.30				

Table 2: Historical Monthly Use

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022	5	4	5	7	4	8	5	5	5	5	7	4
2021	5	4	3	5	6	9	5	4	5	144	190	105
2020	15	21	17	17	30	43	43	46	66	67	46	80

As part of the appeal process during the Phase II Water Emergency, staff completes a checklist to ensure all parameters of the penalty appeal are met. This checklist is included as Attachment 4.

As noted earlier, this appeal is being brought to City Council for consideration because the Water Advisory Board disbanded after the termination of the Phase II Water Emergency and because the amount of the appeal is above the administrative authority granted to the Administrative Services Director.

Ms. Buck has corrected the leak as evidenced through documentation and the reduction of water use since the leak occurred in 2021. While the customer did receive leak letters for three consecutive months, the customer indicated that she had been out of town due to family health issues and made corrective actions in December 2021.

Based on the information provided, staff recommends City Council approve the appeal and waive the total penalty amount imposed.

ENVIRONMENTAL REVIEW:

N/A

DOCUMENTS ATTACHMENTS:

[Attachment 1 - P-FI-0022 Leak Policy - Penalties while in Water Restrictions](#)

[Attachment 2 - Appeal, billing history, and usage history](#)

[Attachment 3 - Leak Letters](#)

[Attachment 4 - Leak Appeal Checklist C. Buck](#)

[Attachment 5 - Resolution - Water Penalty Appeal Catherine Buck](#)

	City of St. Helena Water Advisory Board Policy Finance	Policy Water Leak Adjustment Policy - Penalties Page 1 of 2

Title: Leak Adjustment Policy – Phase II and Phase III Water Penalties	Policy #	P-FI-0022
	Revision #	Implementation
	Implementation Date	2021-08-06
	Last Update Date	2021-08-06
Approval by Water Advisory Board	Date Approved	2021-08-06

I. Purpose, Overview and Scope of this Policy

The City of St. Helena is committed to preventing water waste but also understands that, infrequently, a water leak may occur. When a leak does occur, customers can request a credit to their utility bill for a portion of the excess water. This policy addresses penalties incurred during a water emergency in which were triggered by a water leak.

This policy remains in effect until rescinded by Water Advisory Board or City Council.

II. Authority

The Water Advisory Board has authority to update this policy.

III. Policy

1. To be eligible for a penalty leak adjustment the customer must have not received a leak letter for 2 or more consecutive months or can demonstrate there is a good faith effort to actively locate and fix leaks.
2. All leak(s) must be beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak.
3. The leak(s) cannot be the result of negligent, willful nor neglectful behavior.
4. The penalty leak adjustment is in the form of a bill credit in which the customer can request a refund check once the credit has been applied.
5. The Water Advisory Board will consider penalty leak adjustment amounts on a case-by-case basis.
 - a. Up to 100% - First Leak
 - b. Up to 50% - Subsequent Leaks
6. Hardship Agreements may be used to pay any remaining penalties incurred as a result of a leak.
7. Proof that the repairs were completed must be included with all requests for a penalty leak adjustment. Examples include a copy of the plumber's invoice or hardware store receipts showing items purchased or proof provided by the City that water use had returned to normal levels during subsequent months.

P-FI-0022

	City of St. Helena Water Advisory Board Policy Finance	Policy Water Leak Adjustment Policy - Penalties
		Page 2 of 2

8. Penalty Leak Adjustments will be considered by the Water Advisory Board. If a penalty leak adjustment is denied or outside the scope of the current Penalty Leak Adjustment Policy, an appeal may be made to the City Council.

IV. Procedures

1. Customers must formally request a Penalty Leak Adjustment by completing the Penalty Leak Adjustment Request Form available online at: <https://www.cityofsthenelena.org/water-emergency/page/leak-adjustments-during-water-emergency> or through the Administrative Services Department Finance Division by emailing water@cityofsthenelena.org.
2. Penalty leak adjustment requests must be submitted via email to the City of St. Helena Administrative Services Department Finance Division at: water@cityofsthenelena.org within 60 days of: (1) issuance of the initial bill covering the period in which leak occurred; or (2) from the date of the penalty letter issued.
3. Finance staff verifies a complete request was submitted and verifies the request meets the terms outlined in the policy.
4. Penalty leak adjustment requests will be heard by the Water Advisory Board as soon as it is practical. The Water Advisory Board meets at a minimum once per month.
5. Customer is notified via email of decision within 10 business days of the decision.
6. If penalty leak adjustment is granted, staff will enter adjustment as a bill credit within 30 days of decision.

V. Attachments

1. Penalty Leak Adjustment Form



Water Penalty Leak Adjustment Application

DATE SUBMITTED: _____
RECEIVED BY: _____

PROPERTY & BILLING INFORMATION			
Date Applying		Customer or Company Name	
Account Number		Phone Number	Email Address
Mailing Address		City	State Zip Code
WATER LEAK INFORMATION (in addition to Water Leak Application)			
Month Penalties Occurred:		Amount of Penalties Assessed:	
Please list any additional information for the Water Advisory Board consideration:			
PLEASE READ AND SIGN THE FOLLOWING STATEMENTS AS ACKNOWLEDGED AND REQUIRED BY THIS AGREEMENT - I have read and will adhere to all specific requirements of <i>P-FI-0022 Leak Adjustment Policy – Phase II and Phase III Water Penalties</i> and to any other specified conditions as determined by the City of St. Helena or Water Advisory Board. - I am aware of and agree to comply with the Water and Wastewater System Rules and Regulations identified in the St. Helena Municipal Code: http://www.codepublishing.com/CA/StHelena. - I certify that the leak was not the result of neglect, willful or neglectful behavior. - By signing below, applicant acknowledges and consents to the Water Advisory Board's review and use of applicant's customer records for the purpose of making a decision related to this application, and understands that such information, including historical water use, leak information, and other water use related information may be discussed and disclosed at a public meeting. - I am requesting relief under <i>P-FI-0022 Leak Adjustment Policy – Phase II and Phase III Water Penalties</i>. - By signing this form, I certify the information provided is accurate and true, and agree to comply with all requirements set forth in the policy. Failure to comply with Water and Wastewater System Rules and Regulations or falsifying information subjects water/waste water service to termination and possible criminal prosecution.			
Name:		Signature	Date
PLEASE SUBMIT APPLICATIONS TO:		QUESTIONS?	
City of St. Helena: Administrative Services Department – Finance Division 1572 Railroad Avenue St. Helena, CA 94574		Email: water@cityofsthelena.org Phone: 707-968-2745	

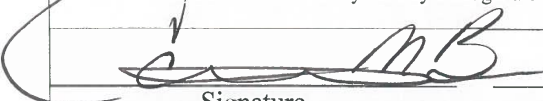
Updated 08/07/2021

STAFF USE ONLY	
Leak Application attached	☐
Has Customer Received a Leak Notification: ☐ Yes ☐ No If yes, list all leak notifications sent and date of leak notification:	
Date item to be heard by Water Advisory Board:	
Date customer notified via email the item will be heard by the Water Advisory Board:	
Water use exception is hereby: ☐ Approved ☐ Denied	
Percentage of Penalty to be Adjusted (up to 100% for first leak and up to 50% for subsequent leaks): _____ % of Penalty to be Adjusted _____ Amount of Penalty to be Adjusted	
If denied, reason for denial:	
Date Approved by Water Advisory Board:	
Date notification of Approval/Denial emailed to customer:	
Date adjustment made to customer account:	



Request for Fee Waiver

DATE SUBMITTED: _____
RECEIVED BY: _____

PROPERTY & BILLING INFORMATION			
Date Applying: 8/31/2023	Type of Fee Requesting to be Waived WATER PENALTIES FROM 2021 PLATE FEES	Fee Already Assessed: ☐ No ☒ Yes Date: ____/____/____	
Customer or Company Name: CATHERINE M. BUCK	Daytime Phone Number 707 287-4172	Other Phone Number N/A	
Mailing Address 1252 ALLYN AVE	City ST. HELENA	State CA	Zip Code 94574
Email 			
EXPLANATION OF REQUEST FOR WAIVER			
Describe why you feel fees should be waived and/or refunded: (Attach supporting documentation)			
IN OCT, NOV, DEC 2021 MY WATER BILL SKYROCKETS. THE CITY CAME OUT TO CHECK THE MAIN METER AND INDICATED THE LEAK WAS ON THE PROPERTY. I CALLED ROTO ROOTER TO COME OUT AND THEY COULD NOT FIND. I SPOKE WITH A GENTLEMAN AT CITY WATER WHO GAVE ME THE NAME OF SEVERAL COMPANIES I COULD CHECK WITH. I AM A TENANT AND LET MY LANDLORD KNOW. I CALLED AMERICAN LEAK WHO CAME OUT AND FOUND TWO AREAS BOTH WHICH WERE NOT VISABLE. I LET MY LANDLORD AND CITY KNOW, HAD THE CITY SHUT OFF THE MAIN TO THE HOUSE (DEC. 2021) AND TURNED BACK ON WHEN REPAIR WAS COMPLETE. I WAS NOT IN TOWN DURING THAT TIME FOR SEVERAL WEEKS DUE TO PARENTS HEALTH. REPAIRS WERE COMPLETE, I LET THE CITY KNOW, FILLED OUT THE PENALTY ABATEMENT FORM SENT TO ME AND MAILED ALL DOCUMENTS TO CITY WATER DEPT. (OVER)			
PLEASE READ & SIGN THE FOLLOWING STATEMENTS AS ACKNOWLEDGED AND REQUIRED BY THIS AGREEMENT			
I am requesting a waiver under Ordinance 2018-1 adopted by the City of St. Helena. By signing this form I certify the information provided is accurate and true, and agree to comply with all requirements as set forth in the policy. I certify that I have read, understand and agree to the terms and conditions of a waived penalty and/or fee identified below.			
- Customers must submit a request in writing to the City Clerk. - Customers must submit the request within 30 days from the date if the penalty and/or fee has already been assessed. - Any waived penalties and/or fees already paid by the customer will be reversed from the customer's account and/or refunded to the customer in the same manner in as the original payment. - I am aware all decisions by the City Manager are final. There are no appeals.			
 Signature		CATHERINE M. BUCK Print Name	8/31/2023 Date
PLEASE SUBMIT APPLICATIONS TO:		QUESTIONS?	
City of St. Helena: City Clerk 1088 College Ave St. Helena, CA 94574		Email: cityclerk@cityofstheleena.org Website: www.cityofstheleena.org/water Phone: 707-968-2640	

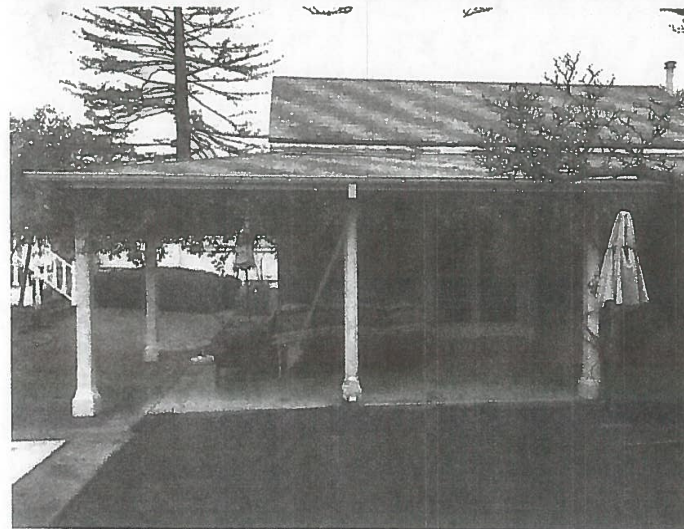
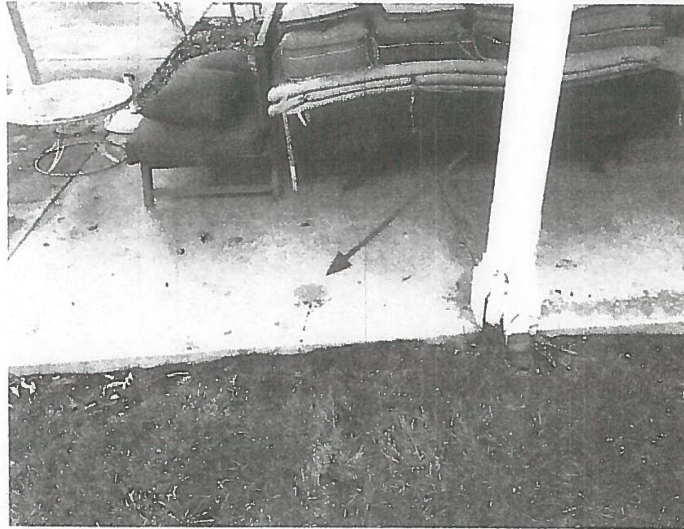
THE WATER BILL HAS REMAINED STEADY AND I HAVE PAID (NOT PENALTIES). I HAVE CALLED MORE THAN ONCE IN 2022 BUT GAVE UP FOR THIS TO BE REMOVED FROM STATEMENT.

I AM ASKING THE CITY TO LOOK AT MY PAPERWORK, SEE THE REPAIRS WERE DONE AND HAVE REMAINED WITHIN USAGE LIMITS. PRIOR TO THESE LEAKS MY WATER BILLS WERE PAID.

I HAVE BEEN A TENANT AT THIS ADDRESS FOR 16 YEARS AND WORK VERY HARD TO MAINTAIN THE INTEGRITY OF THE PROPERTY. IT IS AFFORDABLE HOUSING. I DO NOT HAVE THE MEANS TO PAY THESE PENALTIES AND REQUEST THE CITY TO WAIVE THEM IN THEIR ENTIRETY.

THANK YOU FOR YOUR CONSIDERATION.
Cathy Buck





Pipe Size/Material: 3/4" copper or pvc
 Marked: Blue Spray Paint.
 Deck/Floor Finish: Stamped Concrete

Estimate for Repair(s)

Type of Repair:	Main Line Repair.
Estimate:	replace the riser shutoff valve.
Patchback:	Grey cement
Estimate Acceptance:	An estimate for repair is attached.



Repair completed
12/17/2021

Form Information

Form Name: **Plumbing**
 Submitter Name: Greg R (ald1769)
 Submission Date: Dec 15, 2021 10:00:07 AM PST
 Reference Number: 38987e 20211215-18221101676

Customer Information

Customer Name: Diane Wilsey / **CATHY BUCK (TENANT)**
 Address: 1252 Allyn Ave, St Helena, CA 94574, USA
 Dec 15, 2021 9:36:47 AM PST [[View Map](#)]
 Job Type: Domestic~
 Leak Detection Type: Main Line >100'
 Job Estimate:

Plumbing Tests

Concern: High water bill.
 Meter Movement: Yes
 Line(s) that held pressure: Hot Line
 Leak Detected On: Main/cold line
 Leak Location: 18" from the center pillar from the back cottage.
 Leak Location Photo:

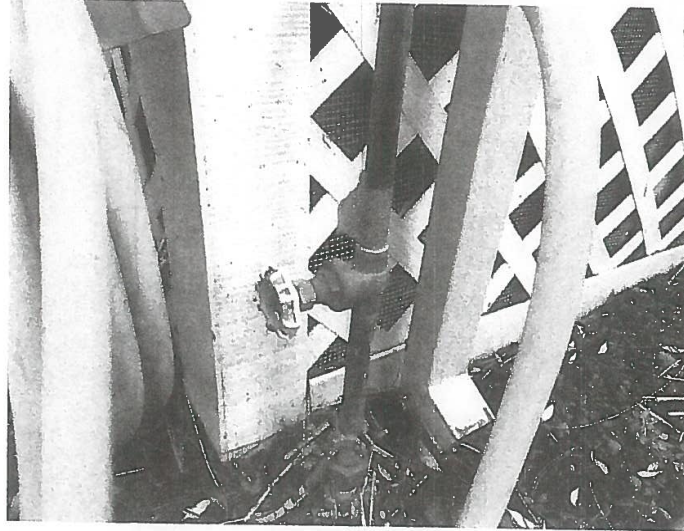


Notes

Notes:

The shutoff at the riser for the main house appears to shutoff the main house and the two back cottages. However, it doesn't shutdown. The Valve needs to be replaced. Therefore the main to the cottages and the cold lines were tested as a whole. Irrigation is fed from a well.

Photo(s)



Payment Information

Results:

Discussed with tenant (not pricing) LV with customer (not the results)

Additional Applicable

Charges:

Total Charge:

Payment:

Payment is due upon receipt.

PD IN FULL 12/17/2021

THANK YOU FOR CALLING AMERICAN LEAK DETECTION.



--
cathybuck25@gmail.com
 707-287-4172

Cathy Buck <cathybuck25@gmail.com>
 To: Diane Wilsey <wilseyres@gmail.com>

Wed, Dec 15, 2021 at 9:55 AM

American leak is trying to call!
 Cathy
 [Quoted text hidden]

--
cathybuck25@gmail.com
 707-287-4172

Cathy Buck <cathybuck25@gmail.com>
 To: Diane Wilsey <wilseyres@gmail.com>

Wed, Dec 15, 2021 at 10:19 AM

Hi Didi,
 I called the city to shut off the water to the house starting tomorrow until the repair is completed. I am leaving town until the 29th starting tomorrow so this should help with getting the repair done. I sent a video so you could see. We were not able to use the shut off handle at the front of the house because when the handle is completely turned to off it is not shutting off the water that's why I called the city to shut off at main.
 Thank you
 Cathy

On Wed, Dec 15, 2021 at 12:15 AM Diane Wilsey <wilseyres@gmail.com> wrote:
 [Quoted text hidden]

--
cathybuck25@gmail.com
 707-287-4172

Diane Wilsey <wilseyres@gmail.com>
 To: Cathy Buck <cathybuck25@gmail.com>

Wed, Dec 15, 2021 at 5:23 PM

Hi Cathy,
 As requested, here is the report from ALD.
 They pressure tested the underground plumbing which is where they detected a leak in a cracked pipe.
 The shutoff valve also needs to be replaced.
 There was no surface water that was visible.
 Thanks,
 Michelle Gellner
Office of Diane B. Wilsey
 (415) 922-2875

[Quoted text hidden]

 **38987e 20211215-18221101676.pdf**
 628K

Cathy Buck <cathybuck25@gmail.com>
 To: Diane Wilsey <wilseyres@gmail.com>

Wed, Dec 15, 2021 at 5:27 PM

Hi Michelle,
 there is surface water bubbling up on the ground in 2 spots under the concrete....I sent a video earlier today. Also called the city to shut off the water to the house until this is repaired. They are doing that in the morning. Can you advise when you are authorizing American Leak to come and do the repairs? I need to let the city know.
 Please let me know if you did not receive the video and I can resend.
 Thank you
 Cathy



Cathy Buck <cathybuck25@gmail.com>

1252 ALLYN AVE LEAK

8 messages

Cathy Buck <cathybuck25@gmail.com>

Wed, Dec 30, 2020 at 5:40 AM

To: info@aldbayarea.net, Diane WILSEY <WILSEYRES@gmail.com>

Good morning Paul,

The homeowner has authorized me to go ahead and schedule the repair. The estimate is \$1490.00 per attachment. Please schedule asap and contact both myself and Mrs. Wilsey (copied in email above) when repairs are complete and with the final invoice.

Thank you

Cathy

--

cathybuck25@gmail.com

707-287-4172

**32275p 20201223-18168050861.pdf**

107K

American Leak Detection <info@aldbayarea.net>

Wed, Dec 30, 2020 at 8:25 AM

To: Cathy Buck <cathybuck25@gmail.com>, American Leak Detection <info@aldbayarea.net>, Diane WILSEY <WILSEYRES@gmail.com>

Good Morning Cathy,

We will look to find a time to get this repair taken care of. However, we do need the repair estimate signed and sent back to our office so we can get this scheduled. Keep in mind that the attachment you had on this email was the report, and we need the repair estimate. I have resent the estimate for your convenience. Once we have it, we will make every effort to get you on the schedule as quickly as possible.

Regards,

Paul

AMERICAN LEAK DETECTION**THE ORIGINAL LEAK SPECIALISTS**

North Bay / Peninsula

800-900-LEAK (5325)

415-883-1690 (PHONE)

415-485-1250 (FAX)

info@aldbayarea.netwww.americanleakdetection.com

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[Quoted text hidden]

Cathy Buck <cathybuck25@gmail.com>
 To: American Leak Detection <info@aldbayarea.net>
 Cc: Diane WILSEY <WILSEYRES@gmail.com>

Wed, Dec 30, 2020 at 8:38 AM

Hi Paul,
 I just sent you back an auto sign copy for your records as I'm still out of town. Please let me know when you will be able to do the job.

Thank you

Cathy

[Quoted text hidden]

--

cathybuck25@gmail.com
 707-287-4172

American Leak Detection <info@aldbayarea.net>
 To: Cathy Buck <cathybuck25@gmail.com>, American Leak Detection <info@aldbayarea.net>
 Cc: Diane WILSEY <WILSEYRES@gmail.com>

Wed, Dec 30, 2020 at 8:41 AM

Good Morning Cathy,

As of right now, we can have Ben back out on Monday for the repair, however, we may be able to get someone out as early as tomorrow. Let me know if that can work for you so we can plan accordingly.

[Quoted text hidden]

Cathy Buck <cathybuck25@gmail.com>
 To: American Leak Detection <info@aldbayarea.net>
 Cc: Diane WILSEY <WILSEYRES@gmail.com>

Wed, Dec 30, 2020 at 8:44 AM

Hi Paul,
 Either is fine...I like the sooner the better but Ben found the original leak so I'll leave up to you. The good news is that I'm not at the house so you can feel free to shut off water main. Thank you.

Cathy

[Quoted text hidden]

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cathybuck25@gmail.com
 707-287-4172

Diane Wilsey <wilseyres@gmail.com>
 To: Cathy Buck <cathybuck25@gmail.com>

Wed, Dec 30, 2020 at 9:10 AM

Great

Sent from my iPhone

On Dec 30, 2020, at 9:38 AM, Cathy Buck <cathybuck25@gmail.com> wrote:



Cathy Buck <cathybuck25@gmail.com>

Leak Repair

2 messages

Diane Wilsey <wilseyres@gmail.com>
To: Cathy Buck <cathybuck25@gmail.com>

Fri, Dec 17, 2021 at 3:46 PM

Hi Cathy,
The leak has been repaired at 1252 Allyn.
The technician said it is fine for the city to turn the meter back on, but please be advised the new valve is turned "off."
You will need to turn it on when you return to town.
With many thanks,
Michelle Gellner
Office of Diane B. Wilsey
(415) 922-2875

Cathy Buck <cathybuck25@gmail.com>
To: Cathy Buck <cathybuck25@gmail.com>

Sat, Jul 29, 2023 at 8:41 AM

[Quoted text hidden]

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cathybuck25@gmail.com
707-287-4172

Utility Billing

Account History Report

User: yvalencia@cityofstheleena.org
 Printed: 10/05/2023 - 3:30PM

Account Status: Active
 Connect Date: 09/15/2008
 Customer Name: Catherine Buck
 Care Of: 1340 Main St
 Customer Address: St. Helena, CA 94574

Total Account Balance: 86,485.56
 Total Deposits: 0.00
 Total Refunds: 0.00

Owner Name:
 Service Address: 1252 Allyn Ave

Home Phone: (707) 287-4172 Ext: 0
 Business Phone: Ext: 0
 Account Number: 005298-000 Reference Number: BUC0008



Tran Date	Tran Type	Description	Amount	WTR RMM	SWR N/A	Land N/A	FIRE N/A	PUMP N/A	MISC N/A	PEN N/A	Smart N/A
Current Balance By Service											
09/18/2023	Balance		86,485.56	5,521.34 0.00	2,077.57	0.00	0.00	0.00	70,350.09	8,536.56	0.00
09/18/2023	Billing		343.96	183.16 0.00	160.80	0.00	0.00	0.00	0.00	0.00	0.00
08/15/2023	Payment		-394.18	0.00 0.00	0.00	0.00	0.00	0.00	-394.18	0.00	0.00
07/24/2023	Adjustment	Transfer	0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
07/17/2023	Balance		86,535.78	5,338.18 0.00	1,916.77	0.00	0.00	0.00	70,744.27	8,536.56	0.00
07/17/2023	Billing		394.18	222.22 0.00	171.96	0.00	0.00	0.00	0.00	0.00	0.00
06/21/2023	Adjustment	Past Due	8,536.56	0.00 0.00	0.00	0.00	0.00	0.00	0.00	8,536.56	0.00
06/02/2023	Payment		-372.28	0.00 0.00	0.00	0.00	0.00	0.00	-372.28	0.00	0.00

Account Number: 005298-000 Reference Number: BUC0008

Tran Date	Tran Type	Description	Amount	WTR RMM	SWR N/A	Land N/A	FIRE N/A	PUMP N/A	MISC N/A	PEN N/A	Smart N/A
05/15/2023	Balance		77,977.32	5,115.96 0.00	1,744.81	0.00	0.00	0.00	71,116.55	0.00	0.00
05/15/2023	Billing		372.28	194.74 0.00	177.54	0.00	0.00	0.00	0.00	0.00	0.00
03/15/2023	Balance		77,605.04	4,921.22 0.00	1,567.27	0.00	0.00	0.00	71,116.55	0.00	0.00
03/15/2023	Billing		379.15	201.61 0.00	177.54	0.00	0.00	0.00	0.00	0.00	0.00
01/17/2023	Adjustment	Water Adjustment	-8.36	-8.36 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02/01/2023	Payment		-401.25	0.00 0.00	0.00	0.00	0.00	0.00	-401.25	0.00	0.00
01/17/2023	Balance		77,635.50	4,727.97 0.00	1,389.73	0.00	0.00	0.00	71,517.80	0.00	0.00
01/17/2023	Billing		401.25	223.71 0.00	177.54	0.00	0.00	0.00	0.00	0.00	0.00
12/28/2022	Payment		-385.99	0.00 0.00	0.00	0.00	0.00	0.00	-385.99	0.00	0.00
11/16/2022	Balance		77,620.24	4,504.26 0.00	1,212.19	0.00	0.00	0.00	71,903.79	0.00	0.00
11/16/2022	Billing		385.99	208.45 0.00	177.54	0.00	0.00	0.00	0.00	0.00	0.00
10/28/2022	Payment		-393.62	0.00 0.00	0.00	0.00	0.00	0.00	-393.62	0.00	0.00
09/15/2022	Balance		77,627.87	4,295.81 0.00	1,034.65	0.00	0.00	0.00	72,297.41	0.00	0.00
09/15/2022	Billing		393.62	216.08 0.00	177.54	0.00	0.00	0.00	0.00	0.00	0.00
07/19/2022	Balance		77,234.25	4,079.73 0.00	857.11	0.00	0.00	0.00	72,297.41	0.00	0.00
07/19/2022	Billing		408.88	231.34 0.00	177.54	0.00	0.00	0.00	0.00	0.00	0.00

Account Number: 005298-000 Reference Number: BUC0008

Tran Date	Tran Type	Description	Amount	WTR RMM	SWR N/A	Land N/A	FIRE N/A	PUMP N/A	MISC N/A	PEN N/A	Smart N/A
06/16/2022	Payment		-394.18	0.00	0.00	0.00	0.00	0.00	-394.18	0.00	0.00
05/15/2022	Balance		77,219.55	3,848.39	679.57	0.00	0.00	0.00	72,691.59	0.00	0.00
05/15/2022	Billing		394.18	222.22	171.96	0.00	0.00	0.00	0.00	0.00	0.00
04/26/2022	Payment		-373.57	0.00	0.00	0.00	0.00	0.00	-373.57	0.00	0.00
03/16/2022	Balance		77,198.94	3,626.17	507.61	0.00	0.00	0.00	73,065.16	0.00	0.00
03/16/2022	Billing		373.57	201.61	171.96	0.00	0.00	0.00	0.00	0.00	0.00
02/28/2022	Payment		-423.78	0.00	0.00	0.00	0.00	0.00	-423.78	0.00	0.00
02/02/2022	Payment		-1,404.36	0.00	0.00	0.00	0.00	0.00	-1,404.36	0.00	0.00
01/20/2022	Balance		78,653.51	3,424.56	335.65	0.00	0.00	0.00	74,893.30	0.00	0.00
01/20/2022	Billing		2,355.85	2,184.74	171.11	0.00	0.00	0.00	0.00	0.00	0.00
11/30/2021	Billing	Nov Excess Penalty	43,458.90	0.00	0.00	0.00	0.00	0.00	43,458.90	0.00	0.00
11/19/2021	Balance		32,838.76	1,239.82	164.54	0.00	0.00	0.00	31,434.40	0.00	0.00
11/19/2021	Billing		1,404.36	1,239.82	164.54	0.00	0.00	0.00	0.00	0.00	0.00
10/31/2021	Billing	Oct Excess Penalty	31,434.40	0.00	0.00	0.00	0.00	0.00	31,434.40	0.00	0.00
10/27/2021	Payment	QuickPayment Payment; XID	-362.76	-162.94	-199.82	0.00	0.00	0.00	0.00	0.00	0.00
09/24/2021	Balance	Check No: *****7456	362.76	162.94	199.82	0.00	0.00	0.00	0.00	0.00	0.00

Account Number: 005298-000 Reference Number: BUC0008

Tran Date	Tran Type	Description	Amount	WTR RMM	SWR N/A	Land N/A	FIRE N/A	PUMP N/A	MISC N/A	PEN N/A	Smart N/A
09/24/2021	Billing		362.76	198.22 0.00	164.54	0.00	0.00	0.00	0.00	0.00	0.00
08/18/2021	Payment	QuickPayment Payment; XID	-407.40	-134.42 0.00	-272.98	0.00	0.00	0.00	0.00	0.00	0.00
07/15/2021	Balance	Check No: *****7456	407.40	99.14 0.00	308.26	0.00	0.00	0.00	0.00	0.00	0.00
07/15/2021	Billing		407.40	242.86 0.00	164.54	0.00	0.00	0.00	0.00	0.00	0.00
06/21/2021	Payment		-27.59	-6.77 0.00	-20.82	0.00	0.00	0.00	0.00	0.00	0.00
05/15/2021	Balance		27.59	-136.95 0.00	164.54	0.00	0.00	0.00	0.00	0.00	0.00
05/15/2021	Billing		349.32	184.78 0.00	164.54	0.00	0.00	0.00	0.00	0.00	0.00
05/04/2021	Payment		-505.53	-391.34 0.00	-114.19	0.00	0.00	0.00	0.00	0.00	0.00
03/23/2021	Payment		-321.73	-121.86 0.00	-199.87	0.00	0.00	0.00	0.00	0.00	0.00
03/23/2021	Payment		-1,283.23	-970.33 0.00	-312.90	0.00	0.00	0.00	0.00	0.00	0.00
03/15/2021	Balance		1,788.76	1,161.80 0.00	626.96	0.00	0.00	0.00	0.00	0.00	0.00
03/15/2021	Billing		505.53	191.47 0.00	314.06	0.00	0.00	0.00	0.00	0.00	0.00
01/20/2021	Payment	Check No: 21027	-1,386.96	-1,082.98 0.00	-303.98	0.00	0.00	0.00	0.00	0.00	0.00
01/22/2021	Balance		2,670.19	2,053.31 0.00	616.88	0.00	0.00	0.00	0.00	0.00	0.00
01/22/2021	Billing		1,283.23	970.33 0.00	312.90	0.00	0.00	0.00	0.00	0.00	0.00
11/15/2020	Balance		1,386.96	1,082.98 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00

Account Number: 005298-000 Reference Number: BUC0008

Tran Date	Tran Type	Description	Amount	WTR RMM	SWR N/A	Land N/A	FIRE N/A	PUMP N/A	MISC N/A	PEN N/A	Smart N/A
11/15/2020	Billing		1,386.96	1,082.98 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00
10/20/2020	Payment		-1,069.28	-765.30 0.00	-303.98	0.00	0.00	0.00	0.00	0.00	0.00
09/15/2020	Check No: 20936,20940 Balance		1,069.28	765.30 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00
09/15/2020	Billing		1,069.28	765.30 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00
08/13/2020	Payment		-926.02	-622.04 0.00	-303.98	0.00	0.00	0.00	0.00	0.00	0.00
07/15/2020	Check No: 20888 Balance		926.02	622.04 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00
07/15/2020	Billing		926.02	622.04 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00
07/06/2020	Payment		-635.80	-331.82 0.00	-303.98	0.00	0.00	0.00	0.00	0.00	0.00
05/15/2020	Check No: 20846 Balance		635.80	331.82 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00
05/15/2020	Billing		635.80	331.82 0.00	303.98	0.00	0.00	0.00	0.00	0.00	0.00
04/09/2020	Payment	QuickPayment Payment; XID	-568.73	-344.12 0.00	-169.56	0.00	0.00	0.00	0.00	-55.05	0.00
03/15/2020	Check No: *****7456 Balance		568.73	344.12 0.00	169.56	0.00	0.00	0.00	0.00	55.05	0.00
03/15/2020	Billing		513.68	344.12 0.00	169.56	0.00	0.00	0.00	0.00	0.00	0.00
02/25/2020	Payment		-205.42	-108.54 0.00	-96.88	0.00	0.00	0.00	0.00	0.00	0.00
02/20/2020	Check No: 20755 Adjustment Past Due		22.60	0.00 0.00	0.00	0.00	0.00	0.00	0.00	22.60	0.00
01/23/2020	Payment		-294.99	-184.36 0.00	-110.63	0.00	0.00	0.00	0.00	0.00	0.00
	Check No: 20708										

Account Number: 005298-000 Reference Number: BUC0008

Tran Date	Tran Type	Description	Amount	WTR RMM	SWR N/A	Land N/A	FIRE N/A	PUMP N/A	MISC N/A	PEN N/A	Smart N/A
01/17/2020	Adjustment	Past Due	32.45	0.00 0.00	0.00	0.00	0.00	0.00	0.00	32.45	0.00
01/15/2020	Balance		500.41	292.90 0.00	207.51	0.00	0.00	0.00	0.00	0.00	0.00
01/15/2020	Billing		205.42	108.54 0.00	96.88	0.00	0.00	0.00	0.00	0.00	0.00
Active Description Route-Sequence-Serial: 190-000580-09359312 Install Date: 6/23/2009 Meter Size: 5/8 Read Date Reading Consumption											
					9/27/2023	2,187.00	4.00				
					8/29/2023	2,183.00	4.00				
					7/26/2023	2,179.00	2.00				
					6/28/2023	2,177.00	7.00				
					5/30/2023	2,170.00	5.00				
					4/26/2023	2,165.00	4.00				
					3/29/2023	2,161.00	4.00				
					3/1/2023	2,157.00	4.00				
					1/25/2023	2,153.00	5.00				
					12/28/2022	2,148.00	4.00				
					11/28/2022	2,144.00	7.00				
					10/27/2022	2,137.00	4.00				
					9/28/2022	2,133.00	5.00				
					8/26/2022	2,128.00	5.00				
					7/27/2022	2,123.00	5.00				
					6/28/2022	2,118.00	8.00				
					5/25/2022	2,110.00	4.00				
					4/27/2022	2,106.00	7.00				
					3/28/2022	2,099.00	5.00				
					2/24/2022	2,094.00	4.00				
					1/27/2022	2,090.00	5.00				
					12/28/2021	2,085.00	105.00				
					11/29/2021	1,980.00	190.00				
					10/27/2021	1,790.00	144.00				
					9/28/2021	1,646.00	5.00				
					8/27/2021	1,641.00	4.00				
					7/28/2021	1,637.00	5.00				

Account Number: 005298-000 Reference Number: BUC0008

Tran Date	Tran Type	Description	Amount	WTR RMM	SWR N/A	Land N/A	FIRE N/A	PUMP N/A	MISC N/A	PEN N/A	Smart N/A
				6/28/2021		1,632.00	9.00				
				5/26/2021		1,623.00	6.00				
				4/29/2021		1,617.00	5.00				
				3/29/2021		1,612.00	3.00				
				3/9/2021		1,609.00	4.00				
				1/29/2021		1,605.00	5.00				
				12/30/2020		1,600.00	80.00				
				11/19/2020		1,520.00	46.00				
				10/30/2020		1,474.00	133.00				
				8/27/2020		1,341.00	46.00				
				7/30/2020		1,295.00	43.00				
				6/30/2020		1,252.00	43.00				
				6/1/2020		1,209.00	30.00				
				4/30/2020		1,179.00	17.00				
				4/1/2020		1,162.00	17.00				
				2/28/2020		1,145.00	21.00				
				1/31/2020		1,124.00	15.00				



Utility Billing Buck Catherine 005298-000 - 1252 Allyn Ave

User: yvalencia@cityofsthelema.org
Printed: 10/5/2023 3:30:48 PM

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order
005298-000	9/27/2023	2187	4	09/2023	True	False	False	0
005298-000	8/29/2023	2183	4	08/2023	False	True	False	0
005298-000	7/26/2023	2179	2	07/2023	False	True	False	0
005298-000	6/28/2023	2177	7	06/2023	False	True	False	0
005298-000	5/30/2023	2170	5	05/2023	False	True	False	0
005298-000	4/26/2023	2165	4	04/2023	False	True	False	0
005298-000	3/29/2023	2161	4	03/2023	False	True	False	0
005298-000	3/1/2023	2157	4	03/2023	False	True	False	0
005298-000	1/25/2023	2153	5	01/2023	False	True	False	0
005298-000	12/28/2022	2148	4	12/2022	False	True	False	0
005298-000	11/28/2022	2144	7	11/2022	False	True	False	0
005298-000	10/27/2022	2137	4	10/2022	False	True	False	0
005298-000	9/28/2022	2133	5	09/2022	False	True	False	0
005298-000	8/26/2022	2128	5	08/2022	False	True	False	0
005298-000	7/27/2022	2123	5	07/2022	False	True	False	0
005298-000	6/28/2022	2118	8	06/2022	False	True	False	0
005298-000	5/25/2022	2110	4	05/2022	False	True	False	0
005298-000	4/27/2022	2106	7	04/2022	False	True	False	0
005298-000	3/28/2022	2099	5	03/2022	False	True	False	0
005298-000	2/24/2022	2094	4	02/2022	False	True	False	0
005298-000	1/27/2022	2090	5	01/2022	False	True	False	0
005298-000	12/28/2021	2085	105	12/2021	False	True	False	0
005298-000	11/29/2021	1980	190	11/2021	False	True	False	0
005298-000	10/27/2021	1790	144	10/2021	False	True	False	0
005298-000	9/28/2021	1646	5	09/2021	False	True	False	0
005298-000	8/27/2021	1641	4	08/2021	False	True	False	0
005298-000	7/28/2021	1637	5	07/2021	False	True	False	0
005298-000	6/28/2021	1632	9	06/2021	False	True	False	0
005298-000	5/26/2021	1623	6	05/2021	False	True	False	0
005298-000	4/29/2021	1617	5	04/2021	False	True	False	0
005298-000	3/29/2021	1612	3	03/2021	False	True	False	0
005298-000	3/9/2021	1609	4	03/2021	False	True	False	0
005298-000	1/29/2021	1605	5	01/2021	False	True	False	0

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order
005298-000	12/30/2020	1600	80	12/2020	False	True	False	0
005298-000	11/19/2020	1520	46	11/2020	False	True	False	0
005298-000	10/30/2020	1474	133	10/2020	False	True	False	0
005298-000	8/27/2020	1341	46	08/2020	False	True	False	0
005298-000	7/30/2020	1295	43	07/2020	False	True	False	0
005298-000	6/30/2020	1252	43	06/2020	False	True	False	0
005298-000	6/1/2020	1209	30	05/2020	False	True	False	0
005298-000	4/30/2020	1179	17	04/2020	False	True	False	0
005298-000	4/1/2020	1162	17	04/2020	False	True	False	0
005298-000	2/28/2020	1145	21	02/2020	False	True	False	0
005298-000	1/31/2020	1124	15	01/2020	False	True	False	0
005298-000	12/31/2019	1109	10	12/2019	False	True	False	0
005298-000	12/9/2019	1099	20	12/2019	False	True	False	0
005298-000	11/7/2019	1079	13	11/2019	False	True	False	0
005298-000	10/8/2019	1066	13	10/2019	False	True	False	0
005298-000	9/6/2019	1053	10	09/2019	False	True	False	0
005298-000	8/8/2019	1043	13	08/2019	False	True	False	0
005298-000	7/8/2019	1030	13	07/2019	False	True	False	0
005298-000	6/7/2019	1017	11	06/2019	False	True	False	0
005298-000	5/10/2019	1006	11	05/2019	False	True	False	0
005298-000	4/8/2019	995	11	04/2019	False	True	False	0
005298-000	3/8/2019	984	10	03/2019	False	True	False	0
005298-000	2/7/2019	974	10	02/2019	False	True	False	0
005298-000	1/8/2019	964	10	01/2019	False	True	False	0
005298-000	12/7/2018	954	12	12/2018	False	True	False	0
005298-000	11/7/2018	942	0	11/2018	False	True	False	0
005298-000	11/5/2018	942	3	11/2018	False	True	False	0
005298-000	10/29/2018	939	7	10/2018	False	True	False	0
005298-000	10/8/2018	932	10	10/2018	False	True	False	0
005298-000	9/7/2018	922	9	09/2018	False	True	False	0
005298-000	8/8/2018	913	8	08/2018	False	True	False	0
005298-000	7/9/2018	905	11	07/2018	False	True	False	0
005298-000	6/7/2018	894	10	06/2018	False	True	False	0
005298-000	5/8/2018	884	6	05/2018	False	True	False	0
005298-000	4/9/2018	878	8	04/2018	False	True	False	0
005298-000	3/8/2018	870	5	03/2018	False	True	False	0
005298-000	2/8/2018	865	8	02/2018	False	True	False	0
005298-000	1/8/2018	857	8	01/2018	False	True	False	0
005298-000	12/8/2017	849	10	12/2017	False	True	False	0
005298-000	11/8/2017	839	14	11/2017	False	True	False	0
005298-000	9/8/2017	825	9	09/2017	False	True	False	0
005298-000	8/8/2017	816	9	08/2017	False	True	False	0
005298-000	7/7/2017	807	8	07/2017	False	True	False	0

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order
005298-000	6/8/2017	799	10	06/2017	False	True	False	0
005298-000	5/8/2017	789	9	05/2017	False	True	False	0
005298-000	4/7/2017	780	9	04/2017	False	True	False	0
005298-000	3/8/2017	771	8	03/2017	False	True	False	0
005298-000	2/8/2017	763	5	02/2017	False	True	False	0
005298-000	1/10/2017	758	6	01/2017	False	True	False	0
005298-000	12/9/2016	752	7	12/2016	False	True	False	0
005298-000	11/8/2016	745	7	11/2016	False	True	False	0
005298-000	10/7/2016	738	9	10/2016	False	True	False	0
005298-000	9/8/2016	729	8	09/2016	False	True	False	0
005298-000	8/8/2016	721	9	08/2016	False	True	False	0
005298-000	7/8/2016	712	8	07/2016	False	True	False	0
005298-000	6/8/2016	704	9	06/2016	False	True	False	0
005298-000	5/9/2016	695	7	05/2016	False	True	False	0
005298-000	4/8/2016	688	6	04/2016	False	True	False	0
005298-000	3/8/2016	682	5	03/2016	False	True	False	0
005298-000	2/8/2016	677	7	02/2016	False	True	False	0
005298-000	1/8/2016	670	6	01/2016	False	True	False	0
005298-000	12/8/2015	664	6	12/2015	False	True	False	0
005298-000	11/9/2015	658	11	11/2015	False	True	False	0
005298-000	10/8/2015	647	10	10/2015	False	True	False	0
005298-000	9/8/2015	637	11	09/2015	False	True	False	0
005298-000	8/7/2015	626	9	08/2015	False	True	False	0
005298-000	7/8/2015	617	9	07/2015	False	True	False	0
005298-000	6/8/2015	608	8	06/2015	False	True	False	0
005298-000	5/8/2015	600	8	05/2015	False	True	False	0
005298-000	4/8/2015	592	7	04/2015	False	True	False	0
005298-000	3/9/2015	585	7	03/2015	False	True	False	0
005298-000	2/9/2015	578	9	02/2015	False	True	False	0
005298-000	1/8/2015	569	7	01/2015	False	True	False	0
005298-000	12/8/2014	562	10	12/2014	False	True	False	0
005298-000	11/7/2014	552	8	11/2014	False	True	False	0
005298-000	10/8/2014	544	9	10/2014	False	True	False	0
005298-000	9/8/2014	535	10	09/2014	False	True	False	0
005298-000	8/8/2014	525	9	08/2014	False	True	False	0
005298-000	7/8/2014	516	10	07/2014	False	True	False	0
005298-000	6/9/2014	506	10	06/2014	False	True	False	0
005298-000	5/8/2014	496	7	05/2014	False	True	False	0
005298-000	4/7/2014	489	6	04/2014	False	True	False	0
005298-000	3/7/2014	483	3	03/2014	False	True	False	0
005298-000	2/21/2014	480	2	02/2014	False	True	False	0
005298-000	2/7/2014	478	6	02/2014	False	True	False	0
005298-000	1/9/2014	472	7	01/2014	False	True	False	0

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order
005298-000	12/9/2013	465	6	12/2013	False	True	False	0
005298-000	11/8/2013	459	11	11/2013	False	True	False	0
005298-000	10/8/2013	448	8	10/2013	False	True	False	0
005298-000	9/9/2013	440	10	09/2013	False	True	False	0
005298-000	8/8/2013	430	10	08/2013	False	True	False	0
005298-000	7/8/2013	420	7	07/2013	False	True	False	0
005298-000	6/7/2013	413	11	06/2013	False	True	False	0
005298-000	5/8/2013	402	7	05/2013	False	True	False	0
005298-000	4/8/2013	395	8	04/2013	False	True	False	0
005298-000	3/8/2013	387	5	03/2013	False	True	False	0
005298-000	2/8/2013	382	6	02/2013	False	True	False	0
005298-000	1/8/2013	376	7	01/2013	False	True	False	0
005298-000	12/7/2012	369	9	12/2012	False	True	False	0
005298-000	11/8/2012	360	9	11/2012	False	True	False	0
005298-000	10/8/2012	351	9	10/2012	False	True	False	0
005298-000	9/7/2012	342	9	09/2012	False	True	False	0
005298-000	8/8/2012	333	11	08/2012	False	True	False	0
005298-000	7/9/2012	322	10	07/2012	False	True	False	0
005298-000	6/8/2012	312	0	06/2012	False	True	False	0
005298-000	5/8/2012	302	10	05/2012	False	True	False	0
005298-000	4/9/2012	291	8	04/2012	False	True	False	0
005298-000	3/8/2012	283	6	03/2012	False	True	False	0
005298-000	2/8/2012	277	8	02/2012	False	True	False	0
005298-000	1/9/2012	269	9	01/2012	False	True	False	0
005298-000	12/8/2011	260	9	12/2011	False	True	False	0
005298-000	11/8/2011	251	12	11/2011	False	True	False	0
005298-000	10/7/2011	239	10	10/2011	False	True	False	0
005298-000	9/8/2011	229	11	09/2011	False	True	False	0
005298-000	8/8/2011	218	15	08/2011	False	True	False	0
005298-000	7/7/2011	203	7	07/2011	False	True	False	0
005298-000	6/8/2011	196	9	06/2011	False	True	False	0
005298-000	5/6/2011	187	9	05/2011	False	True	False	0
005298-000	4/7/2011	178	10	04/2011	False	True	False	0
005298-000	3/8/2011	168	6	03/2011	False	True	False	0
005298-000	2/8/2011	162	7	02/2011	False	True	False	0
005298-000	1/7/2011	155	7	01/2011	False	True	False	0
005298-000	12/8/2010	148	9	12/2010	False	True	False	0
005298-000	11/8/2010	139	10	11/2010	False	True	False	0
005298-000	10/8/2010	129	9	10/2010	False	True	False	0
005298-000	9/9/2010	120	9	09/2010	False	True	False	0
005298-000	8/9/2010	111	9	08/2010	False	True	False	0
005298-000	7/8/2010	102	7	07/2010	False	True	False	0

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order
005298-000	6/8/2010	95	7	06/2010	False	True	False	0
005298-000	5/10/2010	88	8	05/2010	False	True	False	0
005298-000	4/8/2010	80	9	04/2010	False	True	False	0
005298-000	3/8/2010	71	7	03/2010	False	True	False	0
005298-000	2/5/2010	64	7	02/2010	False	True	False	0
005298-000	1/7/2010	57	6	01/2010	False	True	False	0
005298-000	12/8/2009	51	7	12/2009	False	True	False	0
005298-000	11/9/2009	44	8	11/2009	False	True	False	0
005298-000	10/8/2009	36	10	10/2009	False	True	False	0
005298-000	9/10/2009	26	13	09/2009	False	True	False	0
005298-000	8/11/2009	13	13	08/2009	False	True	False	0
000000-000	6/23/2009	0	0	08/2009	False	True	False	0



City of St. Helena

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

1572 Railroad Avenue
St. Helena, CA 94574
Phone: (707) 967-2792
www.cityofsthelena.org

October 28, 2021

Catherine Buck
1340 Main St
St. Helena, CA 94574

Service Address: 1252 Allyn Ave
Meter MXU:82206543 | Serial Number: 9359312
Previous Read (9/28): 1646 Current Read: 1790 Usage: 144 Units

Re: Potential Leak in Water System

Dear Sir or Madam,

When your meter was read on October 27, 2021, our system indicated that there has been continuous water usage in a 24-hour period. Typically, this indicates a leak either inside or outside the home or place of business, such as a leaking toilet or irrigation valve.

While this can be a normal event for some properties, we encourage you to evaluate your property for leaks and follow up with the City of St. Helena Water Department. To verify if you have a leak, watch for movement of the sweep hand or triangle on your water meter. Watch for at least one minute. Without using any water, see if water is moving through the meter. If the meter shows water usage, you could have a leak in your water system. To help isolate the leak location, turn off the main water valve to the house or building and recheck the meter to see if the leak is in the outside line between the meter and the house. Check inside and out for any faucets that drip or have leaks around the handles.

If you are unable to identify the problem, you may enlist the help of a professional leak detection company, plumber, or irrigation specialist to help. We appreciate your water conservation efforts. If you have any questions or need further assistance, please contact me at 707-967-2794 or at IDale@cityofsthelena.org.

Thank you,

Ian Dale
Environmental Services Technician
City of St. Helena



City of St. Helena

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St. Helena, CA 94574
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December 2, 2021

Catherine Buck
1340 Main St
St. Helena, CA 94574

Service Address: 1252 Allyn Ave
Meter MXU: 82206543 | Serial Number: 9359312
Previous Read (10/27): 1790 Current Read: 1980 Usage: 190 Units

Re: Potential Leak in Water System

Dear Sir or Madam,

When your meter was read on November 29, 2021, our system indicated that there has been continuous water usage in a 24-hour period. Typically, this indicates a leak either inside or outside the home or place of business, such as a leaking toilet or irrigation valve.

While this can be a normal event for some properties, we encourage you to evaluate your property for leaks and follow up with the City of St. Helena Water Department. To verify if you have a leak, watch for movement of the sweep hand or triangle on your water meter. Watch for at least one minute. Without using any water, see if water is moving through the meter. If the meter shows water usage, you could have a leak in your water system. To help isolate the leak location, turn off the main water valve to the house or building and recheck the meter to see if the leak is in the outside line between the meter and the house. Check inside and out for any faucets that drip or have leaks around the handles.

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Thank you,

Ian Dale
Environmental Services Technician
City of St. Helena



City of St. Helena

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St. Helena, CA 94574
Phone: (707) 967-2792
www.cityofstheleena.org

December 29, 2021

Catherine Buck
1340 Main St
St. Helena, CA 94574

Service Address: 1252 Allyn Ave
Meter MXU: 82206543 | Serial Number: 9359312
Previous Read (11/29): 1980 Current Read: 2085 Usage: 105 Units

Re: Potential Leak in Water System

Dear Sir or Madam,

When your meter was read on December 28, 2021, our system indicated that there has been continuous water usage in a 24-hour period. Typically, this indicates a leak either inside or outside the home or place of business, such as a leaking toilet or irrigation valve.

While this can be a normal event for some properties, we encourage you to evaluate your property for leaks and follow up with the City of St. Helena Water Department. To verify if you have a leak, watch for movement of the sweep hand or triangle on your water meter. Watch for at least one minute. Without using any water, see if water is moving through the meter. If the meter shows water usage, you could have a leak in your water system. To help isolate the leak location, turn off the main water valve to the house or building and recheck the meter to see if the leak is in the outside line between the meter and the house. Check inside and out for any faucets that drip or have leaks around the handles.

If you are unable to identify the problem, you may enlist the help of a professional leak detection company, plumber, or irrigation specialist to help. We appreciate your water conservation efforts. If you have any questions or need further assistance, please contact me at 707-967-2794 or at IDale@cityofstheleena.org.

Thank you,

Ian Dale
Environmental Services Technician
City of St. Helena

Customer Name: Catherine Buck
005298-000

Address: 1252 Allyn Ave

Residential:	Current Allocation - based on a 30-day month, peak period		
		Gallons	HCF
	Number in Household:	3	5,850
	Phase II Outdoor Summer Allocation:	2,500	
	Additional Exception	0	
		8,350	11.16

Non-Residential:	Current Allocation:	HCF	Gallons
	June		
	July		
	August		-
	September		-
	October		-
	November		-

Leak Letters Sent:	October 2021 November 2021 December 2021

Penalties Imposed:	Month Imposed	Amount Imposed	Total Penalty Requested for Waiver	Over Allocation (HCF)	Over Allocation (Gallons)
	June				-
	July				-
	August				-
	September				-
	October	\$ 31,434.40	\$ 31,434.40	133.954	100,204
	November	\$ 43,458.90	\$ 43,458.90	180.843	135,280
	TOTAL	\$ 74,893.30	\$ 74,893.30	314.797	235,484

Administrative approval of penalty waivers is up to \$50,000.

		Yes	No
1	Leak Letters Sent	x	
2	Has the customer received a leak letter for 2 or more consecutive months?	x	
3	If yes to #2, has the customer demonstrated a good faith effort to actively locate and fix leaks?	x	
3a	Additional considerations for administrative approval if there were 2 or more consecutive months in which leak letters were received: Customer was out of town for several weeks (October - January) due to parents health and the customer did not see the letters until she got home. See attached email dated 1/31/24.		
4	Was the leak beyond the control of the owner, agents, tenants, contractors, or anyone occupying the property or using the property that could have reasonably foreseen such a possible leak?	x	
5	Was the leak a result of negligent, willful, or neglectful behavior?	x	
6	Is there proof the leak repairs were completed?	x	
7	If yes to #6, what proof has been provided (including, but not limited to receipts, total irrigation shut off, etc...) resulting in a decrease of usage within the prescribed allocation: Photos of where leak occurred, email confirmation from Leak Detection Services that the leak has been repaired, continued low water use well below allocation.		
8	Has the customer previously filed a penalty leak adjustment?		x
9	If yes to #8, was the penalty leak adjustment approved?		
10	If yes to #9, what was the amount of the penalty leak adjustment?		

11	If yes to #8, months the penalties were waived/reduced:																		
12	Is there verification of dates the leak was fixed as compared to consumption?	x																	
13	If yes to #12, what is the verification: <table><tr><td></td><td>21-Oct</td><td>21-Nov</td><td>21-Dec</td><td>22-Jan</td><td>22-Feb</td><td>22-Mar</td><td>22-Apr</td></tr><tr><td>Consumption</td><td>144</td><td>190</td><td>104</td><td>5</td><td>4</td><td>5</td><td>7</td></tr></table>				21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	Consumption	144	190	104	5	4	5	7
	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr												
Consumption	144	190	104	5	4	5	7												
14	Is there verification that overage was as a result of a leak?	x																	
15	If yes to #14, what is the verification: Decrease in use.																		
16	Is there demonstration the customer has made an ongoing commitment to water reduction (e.g. Flume device, more active monitoring, etc..)?	X																	
17																			
18																			
19																			
20																			

Action:

Administrative Approval:	
By: Mandy Kellogg, Administrative Services Director	
Signature:	
Months the Penalties are being reduced:	
Total Penalty reduction:	

Date Customer Notified:

Date Adjustment Made to Acct.

Item to be heard by the WAB for determination:	
Date to Water Advisory Board:	

Administrative Denial:	
If denied, reason(s):	
By:	
Signature:	

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
2023	5	4	4	4	5	7	2	4	4	4	7	5
2022	5	4	5	7	4	8	5	5	5	4	7	4
2021	5	4	3	5	6	9	5	4	5	144	190	105
2020	15	21	17	17	30	43	43	46	67	66	46	80
2019	10	10	11	11	11	13	13	10	13	13	20	10

From: [Cathy Buck](#)
To: [April Mitts](#)
Subject: Re: [External] Water Penalty Appeal
Date: Tuesday, January 30, 2024 5:17:34 PM

Hi April,

During that winter from Oct-Jan I was in Michigan with family and didn't see the letters until I got home at which time I took action to get American Leak out to find and fix.

The same thing had happened the year before at the same time which I found odd...leaks were in 2 different places...year before in the front and 2nd time in the back under the patio.

I did send in more than one request letter to have penalties removed and had no response..also called water department but you were remote and again not any help.

I am a renter, repairs have been completed...all water bills are paid in a timely manner.

I cannot afford these penalty and interest.

Thank you for your help.

Cathy

Cathy Buck

cathybuck25@gmail.com

(707) 287-4172

On Jan 30, 2024, at 4:04 PM, April Mitts <AMitts@cityofsthelena.org> wrote:

Hi Cathy,

I am in the process of writing the staff report to City Council for your appeal. We have a form that we complete internally and I wanted to see if you could please provide some information regarding one of the questions.

The leak penalty waiver policy states that if a customer has received leak letters in 2 or more consecutive months, then they are not eligible; however, Council will make considerations.

I do show that we mailed leak letters in October, November, and December 2021 – can you please let me know what actions you took after receiving each leak letter.

Thanks so much for your help.

APRIL MITTS

ASSISTANT CITY MANAGER

City of St. Helena | Administration

1088 College Avenue | St. Helena, CA 94574

Direct: (707) 968-2751 | Mobile: (707) 312-0574 | amitts@cityofsthelena.org |

<http://cityofsthelena.org/administration>

<image001.png>

From: Cathy Buck <cathybuck25@gmail.com>
Sent: Thursday, January 25, 2024 3:19 PM
To: April Mitts <AMitts@cityofsthelena.org>
Subject: Re: [External] Water Penalty Appeal

Hi April,
That date works for me.
Thank you
Cathy
Cathy Buck
cathybuck25@gmail.com
(707) 287-4172

On Jan 23, 2024, at 7:07 PM, April Mitts <AMitts@cityofsthelena.org> wrote:

Hi Cathy,

I hope you are doing well. I wanted to check in with you on your water penalty appeal. Because the amount of the request exceeds the authority of the Administrative Services Director and City Manager, we will schedule the appeal to go in front of the City Council. I was planning on bringing this to the meeting on February 13th. Please let me know if this date works for you.

If that date does not work, please give me a few dates that work for you. Here is a list of the upcoming Council meetings:

1. February 13th
2. February 27th
3. March 12th
4. March 26th

Thank you and please let me know what date works best for you.

APRIL MITTS
ASSISTANT CITY MANAGER
City of St. Helena | Administration
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 968-2751 | Mobile: (707) 312-0574 | amitts@cityofsthelena.org |

<http://cityofsthenq.org/administration>

<image001.png>

CITY OF ST. HELENA

RESOLUTION NO. 2024-

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

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

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

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

WHEREAS, The Phase II water emergency was terminated in November 2021, effective in December 2021 and the last meeting of the Water Advisory Board was held on May 6, 2022; and

WHEREAS, On August 21, 2023, Catherine Buck has filed a request for fee waiver for penalties incurred on her water account in October and November 2021 totaling \$74,893.30. The penalties imposed the result of a leak which has been fixed; and

WHEREAS, Because the appeal was made after the termination of the Water Advisory Board and is above the authority of the Administrative Services Director, the appeal was brought before the City Council for consideration; and

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

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

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

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

SECTION 3. The City Council has determined to approve the appeal in its entirety for an amount of \$74,893.30.

Approved at a Regular Meeting of the St. Helena City Council on February 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzaopoulos, City Clerk