City of St. Helena
Regular City Council Meeting
Tuesday, May 28, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

Public comment **for meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.**

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

Page

1. CALL TO ORDER

2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Patrick Kenealy, Billy Summers

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

5. JOINT CITY COUNCIL AND FINANCING AUTHORITY NEW BUSINESS:

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

Estimated start time: 6:05 p.m.

5.1. City Council Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions. 9 - 225

St. Helena Financing Authority Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf
Public Comment.Water Audit California

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

7. APPROVAL OF THE MINUTES

Estimated start time: 6:20 p.m.

7.1. Consideration and proposed approval of Regular Meeting Minutes of May 14, 2024. 227 - 236

Regular City Council minutes - 14 May 2024

8. 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: 6:25 p.m.

9. 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: 6:35 p.m.

9.1. Update on Pedestrian Improvements for Intersection of Kearney Street and Madrona Avenue per Active Transportation & Sustainability Committee engagement on 5/22/24. 237 - 245

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Joseph Leach, Public Works Director and City Engineer

Staff Report - Pdf
Presentation

10. PRESENTATIONS AND PUBLIC RECOGNITIONS

Estimated start time: 6:45 p.m.

10.1. Proclamation recognizing May as National Mental Health Awareness Month 247

Proclamation

10.2. Proclamation recognizing Gun Violence Awareness Day and Month 249 - 250

Proclamation

10.3. Proclamation recognizing LGBTQ + Pride Month 251

Proclamation

11. STAFF BRIEFING

12. CONSENT ITEMS

Members of the Council or the public (present at the meeting) may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

Estimated start time: 6:55 p.m.

12.1. Review of the 2023 St. Helena Annual Housing Element Progress Report (APR). 253 - 295

CEQA Determination: Not a CEQA project
Prepared By: Aaron Hecock, Senior Planner
Recommendation:
It is recommended that the City Council review, consider, and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2024 mandate.

Staff Report - Pdf
Public Comment.Water Audit California

12.2. Consideration and adoption of a resolution authorizing Amendment #1 to Professional Services Agreement (PSA) FY2021-049 with Housing Element consultant Mintier Harnish related to City Council direction to explore alternative sites, units or other options for replacing Housing Element Opportunity Site #10 for an additional $25,000 for a total contract amount not to exceed $253,024. 297 - 319

CEQA Determination: Exempt
Prepared By: Aaron Hecock, Senior Planner
Recommendation:
Staff recommends that the City Council adopt the attached resolution.

Staff Report - Pdf

12.3. Authorization to pay invoices from Aaction Rent for a cost not-to-exceed $70,323 for emergency pump rentals at the Wastewater Treatment Plant for high flow events due to extended rain season. 321 - 330

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
Authorization to issue payment for pump rentals needed for inflow & influent (I&I) and Sanitary Sewer overflow (SSO) mitigation.

Staff Report - Pdf

12.4. Approval of a resolution authorizing the purchase of two 8-inch trailer 331 - 351

mounted pumps for a total cost of $237,935.80 from Holland Pump to assist with prevention of sanitary sewer overflows and other potential flooding events.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
Approve the attached resolution authorizing the purchase.
Staff Report - Pdf

12.5. Authorize the purchase of capital equipment for a US Jetter 4018-300 Trailer Mounted High Pressure Jetting Unit from WECO Industries LLC for a total cost not-to-exceed $72,831.00 — 353 - 359

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
Authorize the purchase of the equipment.
Staff Report - Pdf

12.6. Approve a resolution: (1) establishing Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements with a budget of $860,000; (2) allocating $860,000 from the 2024 Water Bonds Issuance; (3) authorizing the City Manager to enter into a Professional Services Agreement (PSA) with Haley Aldrich Inc for engineering and project management services to provide a high-quality geotechnical exploration of Bell Canyon Dam for a not-to-exceed total of $781,900; and (4) authorize the Public Works Director to approve amendments to the Agreement to increase the not-to-exceed amount by up to 10% of the original PSA amount. — 361 - 393

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution.
Staff Report - Pdf
Public Comment.Water Audit California
Public Comment.Mike Hackett

12.7. Consideration and Proposed Approval of a Contract to Godbe Research for a Community Survey in an amount not-to-exceed $32,375 — 395 - 432

CEQA Determination: Exempt
Prepared By: Andrew Bradley, Program Manager
Recommendation:
Approve the attached resolution.
Staff Report - Consideration of Resolution for Godbe Research 2024 Community Survey - Pdf

12.8. Consideration and adoption of a Resolution: (1) Awarding the R24-79 — 433 - 437

Pavement Restoration Project to Argonaut Constructors in the amount of $2,197,939.77; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; (3) Requesting a budget increase for project R24-79 of $1,315,233.75; (4) Authorizing budget transfer from Measure T fund balance; (5) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; and (6) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Mario Traverso, Project Manager
Recommendation:
Approve the Resolution
Staff Report - Pdf

12.9. Approving request to the Metropolitan Transportation Commission for the allocation of the fiscal year FY-2024 Transportation Development Act Article 3 Pedestrian / Bicycle project funding. 439 - 460

CEQA Determination: Not a CEQA project
Prepared By: Jose Calderon, Engineering Technician II
Recommendation:
Approve the Resolution.
Staff Report - Pdf
Resolution
Attachment A - Findings
Attachment C - Location Map
Attachment B - Application

12.10. Consideration and proposed approval of a resolution authorizing a ceremonial flag recognizing LGBTQ+ Pride Month during the month of June 2024. 461 - 462

CEQA Determination: Exempt
Prepared By: Andrew Bradley, Program Manager
Recommendation:
Approve a resolution authorizing the Progress Pride flag to be flown on the City's ceremonial flag pole during the month of June 2024.
Staff Report - Pride Month 2024 - Pdf

12.11. April 2024 Review and Forecasting of City Water Supply Availability. 463 - 477

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.
Staff Report - Pdf
Public Comment.Water Audit California

13. PUBLIC HEARINGS

None.

14. OLD BUSINESS

Estimated start time: 7:10 p.m.

14.1. Consideration and proposed approval of a resolution directing staff to prepare a report to the City Council pursuant to California Elections Code Section 9212 analyzing the impacts and effects of the Noble House proposal titled, "St. Helena Agritourism Initiative." 479 - 537

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Direct City staff to prepare a report on the proposed initiative analyzing the impacts enumerated in Elections Code Section 9212 and return to Council with the report at the June 25 Council meeting.

Staff Report - Pdf
Presentation
Public Comment.Mark Wolfe

15. NEW BUSINESS

Estimated start time: 7:30 p.m.

15.1. Consider and Adopt a Resolution Identifying Sidewalk Segments for which Maintenance is the Responsibility of the City of St. Helena. 539 - 547

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Approve the attached resolution.

Staff Report - Pdf
Presentation

15.2. Presentation of analysis for the updated Cost Allocation Plan to allocate personnel costs to various funds as appropriate including Water and Wastewater funds. 549 - 646

CEQA Determination: Not a CEQA project
Prepared By: Yosselyn Valencia, Finance Manager
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - Pdf

15.3. Fiscal Year (FY) 2023-24 and 2024-25 Mid-Cycle Budget Report and Consideration of a Resolution Approving Mid-Cycle Budget Adjustments for FY 2024-25. 647 - 697

Estimated start time: 8:05 p.m.

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

16. CITY COUNCIL REPORTS:

Estimated start time: 8:35 p.m.

16.1. A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

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

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

17. ADJOURNMENT
The next Regular City Council meeting is scheduled for June 11, 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 May 23, 2024.

Cindy Tzafopoulos

Cindy Tzafopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by

Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk’s Office located at 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City’s web site at https://sthelena.civicweb.net and will be available for public review at the respective meeting.

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	May 28, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	City Council Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions. St. Helena Financing Authority Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	April 9, 2024 - Authorizing hiring of professionals for a Water Bond financing transaction related to funding for Water Capital Improvement Projects.
STATEMENT OF THE PURPOSE:	The purpose is to approve installment sale financing in an amount not-to-exceed $12,000,000 for Capital Improvement Projects related to the water system and authorize the execution of the financing documents.
FINANCIAL IMPACT:	The total Financial Impact is $21,382,022, which will be recorded as debt service in the Water Enterprise Fund 561 and will be paid over a 30-year period with future water rate revenues. Fiscal Year 2024-25 debt service payment is estimated at $352,147. The estimated amortization schedule is available in Exhibit 7.

BACKGROUND:

The City owns and operates a system for the supply, treatment and distribution of water within the service area of the City (the “Water System”). At the June 27, 2023 meeting, the City Council approved Resolution No. 2023-80 approving the Water and Wastewater Rate Study (the “Rate Study”). The Rate Study included a financial plan which proposed the issuance of bonds in three different series over time to fund the majority of the Water System capital improvements. The use of debt allows for lower rate increases over the long-term by financing significant capital reinvestment and repaying over a long-time horizon.

The first series of bonds is anticipated to fund $10.5 million in Water System capital improvements including, but not limited to, the Bell Canyon Intake tower Replacement,

Kearney and Andrea Water Main Replacement and the SMART meters project. The estimated amount of bonds to be issued, including all costs associated with the financing, is $10,265,000 with a not-to-exceed amount of $12,000,000.

At the April 9, 2024 meeting, the City Council approved Resolution No. 2024-046 affirming the City's desire to finance improvements to the Water System and authorized City staff to move forward with hiring professionals needed to facilitate the financing. City staff and the team of professionals have been working on the various required documents and bringing the item tonight for review and approval.

DISCUSSION:
The proposed financing will be designated the St. Helena Financing Authority, 2024 Water Revenue Bonds (the "2024 Bonds"). The estimated amount of bonds to be issued, including all costs associated with the financing, is $10,265,000 with a not-to-exceed amount of $12,000,000. The Authority was established to assist the City with bond financing and the City Council also sits as the governing board of the Authority.

The 2024 Bonds will be secured by the net revenues of the Water System, on a parity with the following existing obligations of the Water System:

- 2019 Loan: On March 14, 2019, the City entered into a Loan Agreement (the "2019 Loan") with JPMorgan Chase Bank, N.A. to refinance obligations of the Water System incurred in 2006. The initial amount of the 2019 Loan was $5,821,000, has a current balance of $3,809,700 and matures on October 1, 2031.

- 2012 Bonds: On June 21, 2012, the City, along with other participants, issued the California Statewide Communities Development Authority, Water and Wastewater Revenue Bonds, Series 2012B (the "2012 Bonds"). The City's share was $7,155,000, split between both the Water System ($5,599,565) and wastewater system ($1,555,435). The Water System's remaining share is $3,251,738 and the bonds mature on October 1, 2032.

The 2024 Bonds will be on parity with both the outstanding 2019 Loan and Water System portion of the 2012 Bonds, which means they have an equal right to the net revenues of the Water System (i.e., gross revenues less operations and maintenance costs). The proposed amortization is 30 years solving around the existing obligations with the ultimate target of level debt service on a combined basis.

The team working on the 2024 Bonds consists of Jones Hall as both Bond Counsel and Disclosure Counsel, Oppenheimer & Co. Inc. as Underwriter, Del Rio Advisors, LLC as Municipal Advisor and U.S. Bank Trust Company, National Association as Trustee, collectively (the "Financing Team").

The Financing Team has applied for a rating from S&P Global Ratings and also applied for bond insurance and surety for the reserve fund with the two active bond insurers. Staff and the financing team are expected to meet with S&P during the week of May 27th to answer detailed questions about the Water System credit and the City's economics. The rating is expected to be released during the week of June 10th. Depending on the S&P rating category, the City may be able to forego funding a reserve fund. However, if the cost of insurance and a surety policy for the reserve fund are beneficial, the Financing Team will recommend pursuing insurance and a surety with one of the two active bond insurers either Assured Guaranty or Build America Mutual. Should the City Council and Authority Board approve the action tonight, the sale is scheduled for July 10th and the bonds are expected to close and proceeds will be delivered on July 24th.

Documents for Review and Approval

(1) **Indenture of Trust (Exhibit 3):** An agreement between the Authority and U.S. Bank Trust Company, National Association ("U.S. Bank") as Trustee. This document governs all the terms and conditions of the 2024 Bonds including the role of U.S. Bank as Trustee, the principal payments along with the interest rates on the individual maturities, the redemption provisions of the 2024 Bonds, establishes the funds and accounts for the 2024 Bonds, establishes the City obligations for continuing disclosure reporting, arbitrage rebate and annual CDIAC reporting, and remedies for bondholders in an event of default.

(2) **Installment Sale Agreement (Exhibit 4):** An agreement between the Authority (seller) and the City (purchaser) whereby the City will purchase from the Authority the Water System improvements to be funded with the proceeds of the 2024 Bonds. In exchange, the City agrees to make installment payments to the Authority. The installment payments are equal to the debt service on the 2024 Bonds.

(3) **Official Statement (Exhibit 5):** The Official Statement is the primary document used by the Underwriter to market the 2024 Bonds to investors. The official statement describes the 2024 Bonds in detail and all the information used by investors to make an informed purchase decision. The official statement in the preliminary form presented is deemed final pursuant to Rule 15c-2-12 under the Securities Exchange Act of 1934. The Resolution permits staff to make updates as needed for a final version, which will primarily be to reflect actual interest rates when they are finally determined, and the final version will be made publicly available. The Continuing Disclosure Certificate, included as an attachment to the Official Statement, describes covenants of the City to provide required ongoing disclosure to investors in the form of an annual report due by the end of March each year and posted to the electronic platform known as the Electronic Municipal Market Access system ("EMMA"). In addition, the City covenants, when they occur, to provide notices of certain events as listed therein.

(4) **Bond Purchase Agreement (Exhibit 6):** An agreement among the City, the Authority and the Underwriter, pursuant to which the Underwriter agrees to purchase

the 2024 Bonds from the Authority, on the terms and conditions set forth therein. It provides certain conditions for closing that must be met prior to the closing/funding of the 2024 Bonds and will be executed on the date of pricing.

Estimated Costs of Issuance

The table below shows the estimated budget of the proposed costs of issuance for the 2024 Bonds:

Role	Company	Total
Bond Counsel	Jones Hall	$60,000.00
Bond Counsel Expenses (NTE)	Jones Hall	1,500.00
Disclosure Counsel	Jones Hall	40,000.00
Municipal Advisor	Del Rio Advisors, LLC	52,500.00
Municipal Advisor Expenses (NTE)	Del Rio Advisors, LLC	750.00
Rating Fee	S&P	17,500.00
Trustee (Acceptance Fee)	U.S. Bank	1,000.00
Trustee (Annual Fee)	U.S. Bank	3,000.00
Trustee (Counsel Fee)	U.S. Bank	3,000.00
Printing of Official Statement	TBD	3,000.00
Rounding Adjustment/Miscellaneous	Misc.	9,019.76
Total Estimated Costs		**$191,269.76**

In addition, Oppenheimer & Co. Inc., the Underwriter, will also be compensated through a proposed underwriter's discount as their compensation for underwriting (purchasing) the 2024 Bonds. This amount will not exceed 1.00% of the principal amount of the 2024 Bonds or approximately $102,650 (currently estimated at $92,385 or 0.90% of the estimated principal amount of the 2024 Bonds).

Fiscal Impact

The following table shows the latest "good-faith estimate" as provided by the Underwriter for the 2024 Bonds, assuming current market conditions as of May 6, 2024:

Good-Faith Estimates

Principal Amount	$10,265,000
Project Fund/Proceeds	$10,500,000
Fixed Costs of Issuance	$191,270
Underwriter's Discount	$92,385
Bond Insurance/Surety Premiums	$108,677

Total "Finance Charge"	$392,332
Total Interest	$11,117,022
Total Debt Service	$21,382,022
"All-In" TIC	4.823651%
Final Maturity	October 1, 2054 (FY 55)

In accordance with Government Code Section 5852.1, the foregoing information has been obtained and disclosed to the City Council and the Authority Board prior to the issuance of the 2024 Bonds. This information is based on good-faith estimates provided by the Underwriter and is subject to change.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

City Resolution Authorizing Bond Issuance
St Helena Financing Authority Resolution Authorizing Bond Issuance
Exhibit 3 - Indenture of Trust
Exhibit 4 - Installment Sale Agreement
Exhibit 5 - Official Statement
Exhibit 6 - Bond Purchase Agreement
Exhibit 7 - 2024 Water Bond Presentation for May 28 2024

CITY OF ST. HELENA

RESOLUTION NO. 2024-____

Resolution Approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions

RECITALS

A. WHEREAS, the City of St. Helena (the "City") owns and operates a system for the supply, treatment and distribution of water within the service area of the City (the "Water System"); and

B. WHEREAS, the City desires to finance various improvements to the Water System (the "Project"); and;

C. WHEREAS, the City of St. Helena (the "City") and the California Statewide Communities Development Authority have entered into a Joint Exercise of Powers Agreement, dated as of December 14, 2021, establishing the St. Helena Financing Authority (the "Authority") for the purpose, among others, of having the Authority issue its bonds to finance the acquisition, construction and improvement of public capital improvements; and

D. WHEREAS, for the purpose of raising funds necessary to finance the Project, the Authority proposes to issue revenue bonds under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), designated as the St. Helena Financing Authority 2024 Water Revenue Bonds (the "Bonds"); and

E. WHEREAS, pursuant to an Installment Sale Agreement between the City and the Authority (the "Installment Sale Agreement"), the City will purchase the Project from the Authority, and the Authority will use the installment payments paid by the City pursuant to the Installment Sale Agreement to pay debt service on the Bonds; and

F. WHEREAS, there has been prepared a Preliminary Official Statement containing information to be used in connection with the sale of the Bonds; and

G. WHEREAS, pursuant to Government Code Section 5852.1, certain information relating to the proposed financing is set forth in the staff report

accompanying this Resolution, and such information is hereby disclosed and made public; and

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

RESOLUTION

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

Section 1. Approval of Financing Proposal. The City Council hereby approves the issuance of the Bonds by the Authority under the Act for the purpose of providing funds to finance the acquisition, construction and installation of the Project. The aggregate principal amount of the Bonds shall not exceed $12,000,000.

Section 2. Approval of Installment Sale Agreement. The City Council hereby approves the Installment Sale Agreement between the Authority and the City, under which the Authority agrees to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of semiannual installment payments which are sufficient to provide revenues with which to pay principal of and interest on the Bonds when due. The Installment Sale Agreement is hereby approved in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the City Manager, Assistant City Manager or the Administrative Services Director (each, an "Authorized Officer"), and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions. An Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, if necessary, the final form of the Installment Sale Agreement.

Section 3. Sale of Bonds by the Authority. The City Council hereby approves the negotiated sale of the Bonds by the Authority to Oppenheimer & Co. Inc., as underwriter (the "Underwriter"). The Bonds shall be sold to the Underwriter under the Bond Purchase Agreement among the Authority, the City and the Underwriter, which is hereby approved in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions. An Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to accept an offer from the Underwriter to purchase the Bonds from the Authority and to execute the final form of the Bond Purchase Agreement in the name of the City.

Section 4. Official Statement. The City Council hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, a preliminary Official Statement for the Bonds in the form on file with the City Clerk. An Authorized Officer is authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the City Council's determination that said preliminary Official Statement has been deemed final within the meaning of said Rule. The City Council approves the distribution of the preliminary Official Statement by the Underwriter to prospective investors, in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer. An Authorized Officer is authorized and directed to approve any changes in or additions to a final form of an Official Statement for the Bonds, and the execution thereof by an Authorized Officer will be conclusive evidence of approval of any such changes and additions. The City Council authorizes the distribution of the final Official Statement by the Underwriter, which will include final pricing information related to the Bonds.

Section 5. Official Actions. Each Authorized Officer, any assistant or deputy thereof, the City Clerk, and the City Attorney are each authorized and directed in the name and on behalf of the City to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, including but not limited to a Continuing Disclosure Certificate in substantially the form attached to the Official Statement which is approved under Section 4, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of any person serving in such role in an interim capacity or by any officer or person designated by such officer to act on his or her behalf.

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

* * * * * * * * * *

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

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

APPROVED:

_____
Paul Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

ST. HELENA FINANCING AUTHORITY

RESOLUTION NO. 2021-____

Resolution Approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions

RECITALS

A. WHEREAS, the City of St. Helena (the "City") and the California Statewide Communities Development Authority have entered into a Joint Exercise of Powers Agreement, dated as of December 14, 2021, establishing the St. Helena Financing Authority (the "Authority") for the purpose, among others, of having the Authority issue its bonds to finance the acquisition, construction and improvement of public capital improvements; and

B. WHEREAS, for the purpose of raising funds necessary to finance certain improvements to the City's water system (the "Project"), the Authority proposes to issue revenue bonds under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), designated as the St. Helena Financing Authority 2024 Water Revenue Bonds (the "Bonds"); and

D. WHEREAS, pursuant to an Installment Sale Agreement between the City and the Authority (the "Installment Sale Agreement"), the City will purchase the Project from the Authority, and the Authority will use the installment payments made by the City to the Authority pursuant to the Installment Sale Agreement to pay debt service on the Bonds; and

E. WHEREAS, there has been prepared a Preliminary Official Statement containing information to be used in connection with the sale of the Bonds; and

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

J. WHEREAS, the governing board (the "Board") of the Authority has duly considered such transactions and wishes at this time to approve the financing documents related to the Bonds and certain related actions.

RESOLUTION

The Board of Directors of the St. Helena Financing Authority hereby resolves as follows:

Section 1. Issuance of Bonds. The Board hereby authorizes the issuance of the Bonds under the Act for the purpose of providing funds to finance the acquisition, construction and installation of the Project. The aggregate principal amount of the Bonds shall not exceed $12,000,000.

Section 2. Approval of Related Financing Agreements. The Board hereby approves each of the following agreements relating to the issuance and sale of the Bonds, in substantially the respective forms on file with the Secretary, together with any changes therein or additions thereto deemed advisable by the Executive Director or the Treasurer (each, an "Authorized Officer"), and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions. An Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, if necessary, the final form of each of the following agreements:

- Indenture of Trust, between the Authority and U.S. Bank Trust Company, National Association, as trustee, setting forth the terms and provisions relating to the Bonds.

- Installment Sale Agreement, between the Authority and the City, under which the Authority agrees to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of semiannual installment payments which are sufficient to provide revenues with which to pay principal of, and interest on, the Bonds when due.

Section 3. Sale of Bonds. The Board hereby approves the sale of the Bonds by negotiation with Oppenheimer & Co. Inc., as underwriter (the "Underwriter"). The Bonds shall be sold to the Underwriter under the Bond Purchase Agreement among the Authority, the City and the Underwriter, which is hereby approved in substantially the form on file with the Secretary, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of any such changes or additions; provided, that the Underwriter's discount shall not exceed 1.00%, and the true interest cost of the Bonds shall not exceed 5.50%. An Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to accept an offer from the Underwriter to purchase the Bonds from the Authority and to execute the final form of the Bond Purchase Agreement in the name of the Authority.

Section 4. Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, a preliminary Official Statement for the Bonds in the form on file with the Secretary. An

Authorized Officer is authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Authority's determination that said preliminary Official Statement has been deemed final within the meaning of said Rule. The Board approves the distribution of the preliminary Official Statement by the Underwriter to prospective investors, in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by an Authorized Officer. An Authorized Officer is authorized and directed to approve any changes in or additions to a final form of an Official Statement for the Bonds, and the execution thereof by an Authorized Officer will be conclusive evidence of approval of any such changes and additions. The Board authorizes the distribution of the final Official Statement by the Underwriter, which will include final pricing information related to the Bonds.

Section 5. Official Actions. The Chair, Executive Director, Treasurer, Secretary and all other officers of the Authority are each authorized and directed in the name and on behalf of the Authority to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of any person serving in such role in an interim capacity or by any officer or person designated by such officer to act on his or her behalf.

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

* * * * * * * * * *

Approved at a Regular Meeting of the St. Helena Financing Authority Board of Directors on _____, 2024, by the following vote:

President Dohring Ellsworth: _____
Vice Mayor: Hall _____
Boardmember Chouteau: _____
Boardmember Summers: _____
Boardmember Kenealy: _____

APPROVED: ATTEST:

_____ _____
Paul Dohring, President Cindy Tzafopoulos, Secretary

EXHIBIT 3

Jones Hall Draft of May 14, 2024

INDENTURE OF TRUST

Dated as of July 1, 2024

between the

ST. HELENA FINANCING AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Authorizing the Issuance of

$_____
St. Helena Financing Authority
2024 Water Revenue Bonds

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INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture"), dated as of July 1, 2024, is between the ST. HELENA FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in San Francisco, California, being qualified to accept and administer the trusts hereby created (the "Trustee").

B A C K G R O U N D :

1. The City of St. Helena (the "City") presently owns and operates a system for the supply, treatment and distribution of water within the service area of the City (as further defined herein, the "Water System"), and the City desires to finance various improvements to the Water System as described in Appendix B to the hereinafter defined Installment Sale Agreement (the "2024 Water Project").

2. The Authority has been organized for the purpose of assisting the City in its public purposes, and to that end the Authority is authorized to assist the City in financing the costs of acquisition, construction and installation of the 2024 Water Project.

3. The Authority, at this time, is entering into the Installment Sale Agreement dated as of July 1, 2024 (the Installment Sale Agreement") with the City in order to finance the 2024 Water Project.

4. For the purpose of obtaining funds to finance the 2024 Water Project, the Authority has authorized the issuance of its St. Helena Financing Authority 2024 Water Revenue Bonds (the "2024 Bonds"), in the aggregate principal amount of $_____ under this Indenture and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law").

5. The debt service on the 2024 Bonds will be payable from Installment Payments made under the Installment Sale Agreement.

6. Repayment of the Installment Payments by the City shall be secured by a pledge of the Net Revenues of the Water System, on a parity with the pledge in favor of the holders of Parity Debt (as defined herein).

7. In order to provide for the authentication and delivery of the Bonds (including the 2024 Bonds), to establish and declare the terms and conditions upon which the Bonds (including the 2024 Bonds) are to be issued and to secure the payment of the principal thereof, premium (if any) and interest thereon, the Authority has authorized the execution and delivery of this Indenture.

8. The Authority has found and determines, and hereby affirms, that all acts and proceedings required by law necessary to make the Bonds (including the 2024 Bonds), when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have

been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized.

A G R E E M E N T :

In order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Outstanding Bonds under this Indenture according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Authority and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms set forth in this Indenture shall have the meanings assigned to them in this Section 1.01.

"Additional Bonds" means all bonds ranking on a parity with the 2024 Bonds originally issued hereunder, issued in accordance with Section 3.06.

"Additional Payments" means the amounts payable by the City under Section 4.7 of the Installment Sale Agreement.

"Agreement" shall mean that certain Joint Exercise of Powers Agreement, dated as of December 14, 2021, by and between the City and the California Statewide Communities Development Authority, creating the Authority, together with any amendments thereof and supplements thereto.

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

"Authorized Investments" means any of the following, but only to the extent that the same are acquired at Fair Market Value, which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) (i) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including: Export-Import Bank, Farm Credit System Financial Assistance Corporation, Rural Economic Community Development Administration (formerly Farmers Home Administration), General Services Administration, U.S. Maritime Administration, Small Business Administration, Government National Mortgage Association, U.S. Department of Housing & Urban Development, Federal Housing Administration and Federal Financing Bank. and (ii) direct obligations for any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America: senior debt obligations rated "Aaa" by Moody's and "AAA" by S&P issued by Fannie Mae or Federal Home Loan Mortgage Corporation (FHLMC); obligations of the Resolution Funding Corporation (REFCORP); senior debt obligations of the Federal Home Loan Bank System; and senior debt obligations of other Government Sponsored Agencies;

(c) U.S. dollar denominated deposit accounts federal funds and banker's acceptances with domestic commercial banks, which may include the Trustee, its parent holding company, if any, and their affiliates, which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P or are collateralized by Federal Securities and maturing no more than 360 days after the date of purchase, provided that ratings on holding companies are not considered as the rating of the bank;

(d) commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's or "A-1+" by S&P, and which matures not more than 270 calendar days after the date of purchase;

(e) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAm-G, AAAm or AAm, which funds may include funds for which the Trustee, its affiliates, parent or subsidiaries provide investment advisory or other management services;

(f) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, based upon an irrevocable escrow account or fund, in the highest rating category of Moody's and S&P or any successors thereto; or (ii)(A) subject to the approval of S&P, which are fully secured as to principal and interest and prepayment premium, if any, by an escrow consisting only of Federal Securities, which escrow may be applied only to the payment of such principal of and interest and prepayment premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified prepayment date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and prepayment premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the prepayment date or dates specified in the irrevocable instructions referred to above, as appropriate;

(g) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by S&P, or (b) fully secured as to the payment of principal and interest by Authorized Investments described in clauses (a) or (b);

(h) obligations issued by any corporation organized and operating within the United States of America having assets in excess of $500,000,000, which obligations are rated A or better by S&P;

(i) bonds or notes issued by any state or municipality which are rated A or better by S&P;

(j) any investment agreement with, or guaranteed by, a financial institution the long-term unsecured obligations or the claims paying ability of which are rated A or better by S&P at the time of initial investment, by the terms of which all amounts invested thereunder are required to be withdrawn and paid to the Trustee in the event either of such ratings at any time falls below A;

(k) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, provided the Trustee has access to, and control over withdrawals from and deposits to, such trust; and

(l) the Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

"Authorized Official" means: (a) with respect to the Authority, its Executive Director, Treasurer or any other person designated as an Authorized Official of the Authority by a Written Certificate of the Authority signed by its Executive Director or Treasurer and filed with the City and the Trustee; and (b) with respect to the City, its City Manager, Assistant City Manager, Administrative Services Director, or any other person designated as an Authorized Official of the City by a Written Certificate of the City signed by its City Manager or Administrative Services Director and filed with the Authority and the Trustee.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Authority of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Tax Code.

"Bond Fund" means the fund by that name established and held by the Trustee under Section 5.01.

"Bond Law" means the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code, as in effect on the Closing Date or as thereafter amended in accordance with its terms.

"Bond Registration Books" means the records maintained by the Trustee under Section 2.06 for the registration and transfer of ownership of the Bonds.

"Bond Year" means the twelve-month period beginning on October 2 in each year and ending on October 1 in the following year except that (i) the first Bond Year with respect to the 2024 Bonds shall begin on the Closing Date, and (ii) the last Bond Year with respect to the 2024 Bonds may end on a redemption date prior to maturity of the 2024 Bonds or the final maturity date of the 2024 Bonds.

"Bonds" means the Outstanding 2024 Bonds and any Outstanding Additional Bonds.

"Business Day" means any day other than a Saturday, Sunday or a day on which the Trustee is authorized by law to remain closed.

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

"Closing Date" means, with respect to the 2024 Bonds, the date of delivery of the Bonds to the Original Purchaser of the 2024 Bonds.

"Continuing Disclosure Certificate" means, with respect to each series of Bonds, that certain Continuing Disclosure Certificate executed by the City and dated the date of original execution and delivery of such Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all expenses incurred in connection with the authorization, issuance, sale and delivery of any Bonds, including but not limited to compensation, fees and expenses of the City, Authority and the Trustee and their respective counsel, compensation to any financial consultants and underwriters, legal fees and expenses, municipal bond insurance or surety bond premiums, filing and recording costs, rating agency fees, costs of preparation and reproduction of documents and costs of printing.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee under Section 3.03.

"Debt Service" means, during any period of computation, the amount obtained for such period by totaling the following amounts:

(a) The principal amount of all Outstanding Serial Bonds payable by their terms in such period;

(b) The principal amount of all Outstanding Term Bonds scheduled to be paid or redeemed by operation of mandatory Sinking Fund Installments in such period; and

(c) The interest which would be due during such period on the aggregate principal amount of Bonds which would be Outstanding in such period if the Bonds are paid or redeemed as scheduled.

For purposes of this definition, all Variable Rate Bonds shall be deemed to bear interest as follows:

(i) Except as provided in (iii) below, Variable Rate Bonds the interest on which is excluded from gross income for purposes of federal income taxation, shall be assumed to bear interest at 100% of the most recently published Bond Buyer "Revenue Bond Index" (or comparable index if no longer published); and

(ii) Except as provided in (iii) below, Variable Rate Bonds the interest on which is not excluded from gross income for purposes of federal income taxation, shall be assumed to bear interest at the interest rate on direct U.S. Treasury obligations with comparable maturities, plus 50 basis points; and

(iii) Variable Rate Bonds for which an interest rate swap agreement is in place providing for a synthetic fixed interest rate to maturity or for a specific term, the interest rate on such Variable Rate Bonds shall be assumed to be the synthetic fixed interest rate specified in such interest rate swap agreement for such term.

"Defeasance Obligations" means the Federal Securities listed in clause (a) of the definition thereof.

"Depository" means (a) initially, DTC, and (b) any other Securities Depositories acting as Depository under Section 2.05.

"Depository System Participant" means any participant in the Depository's book-entry system.

"DTC" means The Depository Trust Company, and its successors and assigns.

"Event of Default" means any of the events specified in Section 7.01.

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

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

U.S. treasury Obligations,
all direct or fully guaranteed obligations,
Farmers Home Administration,
General Services Administration,
Guaranteed Title IX financing,
Government National Mortgage Association (GNMA), and
State and Local Government Series.

"Fiscal Year" means any twelve-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

"Gross Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the City from the ownership or operation of the Water System, determined in accordance with generally accepted accounting principles, including all rates, fees, and charges (including connection fees and charges) as received by the City for the services of the Water System, and all other income and revenue howsoever derived by the City from the ownership or operation of the Water System or arising from the Water System, including all income from the deposit or investment of any money in the Water Fund or any rate stabilization fund of the City or held on the City's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"Indenture" means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture under the provisions hereof.

"Independent Certified Public Accountant" means any certified public accountant or firm of such accountants appointed and paid by the City, and who, or each of whom-

(a) is in fact independent and not under domination of the City;

(b) does not have any substantial identity of interest, direct or indirect, with the City; and

(c) is not and no member of which is connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"Independent Consultant" means any financial or engineering consultant (including without limitation any Independent Certified Public Accountant) with an established reputation in the field of municipal finance or firm of such consultants appointed and paid by the City, and who, or each of whom-

(a) is in fact independent and not under domination of the City;

(b) does not have any substantial identity of interest, direct or indirect, with the City; and

(c) is not and no member of which is connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"Information Services" means in accordance with then-current guidelines of the Securities and Exchange Commission, the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org), or such service or services as the Authority may designate in a certificate delivered to the Trustee.

"Installment Payment Date" means, with respect to any Interest Payment Date, the 3rd Business Day immediately preceding such Interest Payment Date.

"Installment Payments" means all payments required to be paid by the City on any date under Section 4.4 of the Installment Sale Agreement, including any amounts payable upon delinquent installments and including any prepayment thereof under Section 7.2 or 7.3 of the Installment Sale Agreement, but does not include Additional Payments.

"Installment Sale Agreement" means the Installment Sale Agreement dated as of July 1, 2024, between the City and the Authority, together with any duly authorized and executed amendments thereto.

"Interest Account" means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

"Interest Payment Dates" means each April 1 and October 1, commencing October 1, 2024, so long as any Bonds remain unpaid, provided that Variable Rate Bonds shall have such Interest Payment Dates as are specified in the Supplemental Indenture pursuant to which such Variable Rate Bonds are issued.

"Maximum Annual Debt Service" means, as of the date of calculation, the maximum amount of Debt Service for the current or any future Fiscal Year.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors or assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority or the City.

"Net Revenues" means, for any Fiscal Year or other period of computation, Gross Revenues for such period, less the Operations and Maintenance Costs attributable to such period.

"Nominee" means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.04(a).

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Water System, determined in accordance with generally accepted accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the Water System in good repair and working order, and including all reasonable and necessary administrative costs of the City that are charged directly or apportioned to the operation of the Water System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the Water System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor, amortization of intangibles and other non-cash charges (for example, OPEB and pension accruals).

"Original Purchaser" means, in the case of the 2024 Bonds, _____.

"Outstanding", when used as of any particular time with reference to Bonds, means, subject to the last paragraph of Section 10.01 of the Indenture, all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Bonds (or portions thereof) described in Section 11.09; and (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee under this Indenture.

"Overdue Rate" means the highest rate of interest on any of the Outstanding Bonds.

"Owner", whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Bond Registration Books.

"Parity Debt" means (a) the 2012 Installment Purchase Agreement and (b) the 2019 Loan Agreement, and (c) any other bonds, notes, leases, installment sale agreements or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues on a parity with the Installment Payments.

"Parity Debt Instrument" means (a) the 2012 Installment Purchase Agreement, (b) the 2019 Loan Agreement, and (c) and any other resolution, trust indenture, installment sale agreement or similar instrument adopted, entered into or executed and delivered by the City, under which Parity Debt is issued or incurred.

"Principal Account" means the account by that name established and held by the Trustee in the Bond Fund under Section 5.02.

"Principal Corporate Trust Office" means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the City. Except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the corporate trust office of U.S. Bank Trust Company, National Association, in St. Paul, Minnesota or such other office or agency of the Trustee at which at any particular time, its corporate trust agency or operations shall be conducted.

"Project Costs" means, with respect to the 2024 Water Project, all costs of the acquisition, construction and installation thereof which are paid from moneys on deposit in the Project Fund, including but not limited to:

(a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition, construction and installation of the 2024 Water Project;

(b) obligations incurred for labor and materials in connection with the acquisition, construction and installation of the 2024 Water Project;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition, construction and installation of the 2024 Water Project;

(d) all costs of engineering and architectural services, including the actual out-of-pocket costs for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees, sales commissions, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the 2024 Water Project;

(e) any sums required to reimburse the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the acquisition, construction and installation of the 2024 Water Project;

(f) all financing costs incurred in connection with the acquisition, construction and installation of the 2024 Water Project; and

(g) the interest components of the Installment Payments allocable to the 2024 Water Project, which come due during the period of acquisition, construction and installation of the 2024 Water Project.

"Project Fund" means the fund by that name established and held by the Trustee under Section 3.04.

"Rate Stabilization Fund" means the fund by that name established and held by the City under Section 5.12 of the Installment Sale Agreement.

"Record Date" means, with respect to any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

"Redemption Fund" means the fund by that name established and held by the Trustee under Section 5.05.

"Revenues" means: (a) all amounts received by the Authority or the Trustee pursuant or with respect to the Installment Sale Agreement, including, without limiting the generality of the foregoing, all of the Installment Payments (including both timely and delinquent payments, any late charges, and whether paid from any source, but excluding any Additional Payments), prepayments, insurance proceeds, condemnation proceeds, and (b) all interest, profits or other income derived from the investment of amounts in any fund or account established pursuant to this Indenture.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Authority designates in written notice filed with the Trustee.

"Serial Bonds" means all Bonds other than Term Bonds.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"Supplemental Indenture" means any indenture hereafter duly authorized and entered into between the Authority and the Trustee, supplementing, modifying or amending this Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

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

"Term" means, when used with respect to the Installment Sale Agreement, the time during which the Installment Sale Agreement is in effect, as provided in Section 4.2 thereof.

"Term Bonds" means the 2024 Bonds maturing October 1, 20___ and October 1, 20___, and any Additional Bonds identified as such in the applicable Supplemental Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, or its successor or successors, as Trustee hereunder as provided in Article VIII.

"2012 Installment Purchase Agreement" means the Installment Sale Agreement, dated June 1, 2012, between the City and the California Statewide Communities Development Authority, together with any amendments thereof and supplements thereto.

"2019 Loan Agreement" means the Loan Agreement, dated March 14, 2019, between the City and JPMorgan Chase Bank, N.A., together with any amendments thereof and supplements thereto.

"2024 Bonds" means the St. Helena Financing Authority 2024 Water Revenue Bonds in the original principal amount of $_____.

"2024 Water Project" means the facilities, improvements and other property described more fully in Appendix B attached to the Installment Sale Agreement, as that Appendix may be amended from time to time in accordance with the Installment Sale Agreement.

"Variable Rate Bonds" means bonds that bear interest at a rate which may change from time to time.

"Water Fund" means the fund or funds established and held by the City into which Gross Revenues are deposited in accordance with Section 4.5 of the Installment Sale Agreement.

"Water System" means the entire system of the City for the treatment, production, storage and distribution of potable water and recycled water within the service area of the City, including but not limited to all facilities, properties, lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City and determined to be part of the Water System by the City.

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

SECTION 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Indenture, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

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

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

ARTICLE II

THE 2024 BONDS

SECTION 2.01. Authorization of 2024 Bonds. The Authority has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2024 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now duly empowered, under each and every requirement of law, to issue the 2024 Bonds in the manner and form provided in this Indenture.

The Authority hereby authorizes the issuance of the 2024 Bonds in the aggregate principal amount of $_____ under the Bond Law for the purposes of providing funds to enable the City to finance the 2024 Water Project. The Bonds are authorized and issued under, and are subject to the terms of, this Indenture and the Bond Law. The Bonds are designated the "St. Helena Financing Authority 2024 Water Revenue Bonds."

SECTION 2.02. Terms of the 2024 Bonds.

(a) Payment Provisions. The 2024 Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof. The 2024 Bonds shall mature on October 1 in each of the years and in the amounts, and bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

Maturity (October 1)	Principal Amount	Interest Rate

Interest on the 2024 Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

(a) a 2024 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,

(b) a 2024 Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date, or

(c) interest on any 2024 Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is payable on each Interest Payment Date to the persons in whose names the ownership of the 2024 Bonds is registered on the Bond Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any 2024 Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such 2024 Bond is registered on the Bond Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the 2024 Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the 2024 Bonds at their respective addresses shown on the Bond Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of 2024 Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such 2024 Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner. The Trustee will pay principal of the 2024 Bonds in lawful money of the United States of America by check of the Trustee upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee.

SECTION 2.03. Form and Execution of 2024 Bonds. The 2024 Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, are set forth in Appendix A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The Chair, the Executive Director or the Treasurer of the Authority shall execute, and the Secretary of the Authority shall attest, each 2024 Bond. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any 2024 Bond ceases to be such officer before the Closing Date, such signature will nevertheless be as effective as if the officer had remained in office until the Closing Date. Any 2024 Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of the execution of such 2024 Bond are the proper officers of the Authority, duly authorized to execute debt instruments on behalf of the Authority, although on the date of such 2024 Bond any such person was not an officer of the Authority.

Only those 2024 Bonds bearing a certificate of authentication in the form set forth in Appendix A, manually executed and dated by the Trustee, are valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee is conclusive

evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.04. Transfer and Exchange of Bonds.

(a) Transfer. Any Bond may, in accordance with its terms, be transferred, upon the Bond Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall collect any tax or other governmental charge on the transfer of any Bonds under this Section. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

(b) Exchange. The Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any Bonds under this subsection (b). The Authority shall pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

(c) Limitations. The Trustee may refuse to transfer or exchange, under the provisions of this Section, any Bonds selected by the Trustee for redemption under Article IV, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

SECTION 2.05. Book-Entry System.

(a) Original Delivery. The Bonds will be initially delivered in the form of a separate single fully registered bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the Trustee shall register the ownership of each Bond on the Bond Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Bond Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the Authority and the Trustee has no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Nominee holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the Authority and the Trustee has no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Bond Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed if the Authority elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Bond Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Authority and the Trustee may treat and consider the person in whose name

each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal of and premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and the interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner shall receive a Bond evidencing the obligation of the Authority to make payments of principal, interest and premium, if any, under this Indenture. Upon delivery by the Depository to the Authority of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Authority shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Authority shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. Upon the written acceptance by the Trustee, the Trustee shall agree to take all action reasonably necessary for all representations of the Trustee in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the Authority may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Authority determines to terminate the Depository as such, then the Authority shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Authority and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Authority fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Bond Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

If the Authority determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Authority may notify the Depository System Participants of the availability of such certificated Bonds through the Depository. In such event, the Trustee will authenticate, transfer and exchange Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the Authority shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the Bonds to any Depository System Participant having Bonds credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Bonds, all at the Authority's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

SECTION 2.06. Bond Registration Books. The Trustee will keep or cause to be kept, at the Principal Corporate Trust Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

SECTION 2.07. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond is mutilated, the Authority, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. The Trustee shall cancel every mutilated Bond surrendered to it and deliver such mutilated Bond to, or upon the order of, the Authority. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory and if indemnity satisfactory to the Trustee is given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued under this Indenture.

Notwithstanding any other provision of this Section, in lieu of delivering a new Bond for which principal has become due for a Bond which has been mutilated, lost, destroyed or stolen, the Trustee may make payment of such Bond in accordance with its terms upon receipt of indemnity satisfactory to the Trustee.

ARTICLE III

ISSUANCE OF 2024 BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. Issuance of the 2024 Bonds. At any time after the execution of this Indenture, the Authority may execute and the Trustee shall authenticate and, upon the Written Request of the Authority, deliver the 2024 Bonds to the Original Purchaser.

SECTION 3.02. Application of Proceeds of Sale of the 2024 Bonds. Upon the receipt of payment for the 2024 Bonds on the Closing Date, the Trustee shall receive the net proceeds of sale thereof, being $_____ (constituting the par amount of the 2024 Bonds, plus original issue premium in the amount of $_____, [less amounts transferred directly to the insurer for payment of the reserve policy and bond insurance premiums] and less an Original Purchaser's discount of $_____), which the Trustee shall apply as follows:

(a) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(b) The Trustee shall deposit the amount of $_____, constituting the remainder of such proceeds, in the Project Fund.

The Trustee may establish and maintain a temporary account or fund to facilitate and record such deposits.

SECTION 3.03. Establishment and Application of Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund" into which the Trustee shall deposit a portion of the proceeds of sale of the 2024 Bonds under Section 3.02(a). The Trustee shall disburse amounts in the Costs of Issuance Fund from time to time to pay the Costs of Issuance upon submission of a Written Requisition of the Authority, substantially in the form attached hereto as Appendix C, stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. The Trustee may conclusively rely on such Written Requisitions and shall be fully protected in relying thereon. On September 15, 2024, or upon the earlier Written Request of the Authority, the Trustee shall transfer all amounts remaining in the Costs of Issuance Fund to the Project Fund, and shall thereupon close the Costs of Issuance Fund.

SECTION 3.04. Project Fund. The Trustee will establish and maintain a separate fund to be known as the "Project Fund" into which the Trustee shall deposit a portion of the proceeds of sale of the 2024 Bonds under Section 3.02(b). Except as otherwise provided herein, moneys in the Project Fund will be used solely for the payment of the Project Costs. The Trustee will disburse moneys in the Project Fund from time to time to pay Project Costs (or to reimburse the City for payment of Project Costs) in accordance with Written Requisitions, substantially in the form attached hereto as Appendix B, filed by the City with the Trustee. Each such Written Requisition must state, with respect to each payment to be made thereby, (i) the name and address of the person to whom payment is to be made, (ii) the amount and purpose of the payment and (iii) that each payment constitutes a Project Cost not previously paid from proceeds of the Bonds. Each Written Requisition must be accompanied by an invoice or statement evidencing each payment to be made thereunder. The Trustee has no responsibility for payments made in accordance with this Section. The City shall maintain accurate records showing all disbursements from the Project Fund.

Upon the receipt by the Trustee of a Written Certificate of the City under Section 3.6 of the Installment Sale Agreement, stating that the 2024 Water Project has been completed, the Trustee shall withdraw from the Project Fund and deposit in the Interest Account all amounts remaining on deposit in the Project Fund, other than amounts estimated by the City (as identified in such Written Certificate) to be required to pay future Project Costs. Upon the filing with the Trustee of a Written Certificate of the City stating that no further amounts are intended to be requisitioned from the Project Fund, the Trustee shall thereupon close the Project Fund and transfer all remaining amounts therein to the Interest Account for payment of interest on the 2024 Bonds.

SECTION 3.05. Validity of 2024 Bonds. The recital contained in the 2024 Bonds that the same are issued under the Constitution and laws of the State of California shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

SECTION 3.06. Additional Bonds.

(A) In addition to the 2024 Bonds authorized to be issued under this Indenture, the Authority, may, by Supplemental Indenture, issue one or more series of Additional Bonds secured by Revenues on a parity with the 2024 Bonds, and may issue and deliver such Additional Bonds in such principal amount as shall be determined by the Authority, but only upon compliance by the Authority with the provisions of this Section, including the following specific conditions which are hereby made conditions precedent to the issuance of such Additional Bonds:

(a) The parties to this Indenture shall have executed a Supplemental Indenture which sets forth the terms and provisions of such Additional Bonds, including the establishment of such funds and accounts, which may be separate and apart from the funds and accounts established hereunder for the 2024 Bonds, as shall be necessary or appropriate;

(b) The scheduled principal and interest payable with respect to such Additional Bonds shall be payable only on Interest Payment Dates applicable to the 2024 Bonds, provide that the Interest Payment Dates with respect to Variable Rate Bonds shall be as provided in the applicable Supplemental Indenture;

(c) The Installment Sale Agreement shall have been supplemented or amended, if necessary, to (i) increase or adjust the Installment Payments due and payable on each Installment Payment Date to an amount sufficient to pay the principal, premium (if any) and interest payable with respect to all Outstanding Bonds, including all Additional Bonds as and when, if any, the same mature or become due and payable (except to the extent such principal, premium and interest may be payable out of moneys then on deposit with the Trustee in accordance with this Indenture), (ii) if appropriate, identify the additions, betterments, extensions, improvements or replacements to the Water System, or such other real or personal property, to be financed, acquired or constructed or otherwise made subject to the Installment Sale Agreement, by the preparation, execution and delivery of such Additional Bonds, and (iii) make such other revisions to the Installment Sale Agreement as are necessitated by the issuance of such Additional Bonds (provided, however, that such other revisions shall not prejudice the rights of the Owners of Outstanding Bonds as granted them under the terms of this Indenture);

(d) There shall have been delivered to the Trustee a counterpart of the amendments required by subsection (c) hereof; and

(e) The Trustee shall have received a Written Certificate of the Authority that the requirements of Section 5.8 of the Installment Sale Agreement have been satisfied.

(B) Upon delivery to the Trustee of the foregoing instruments, the Trustee shall authenticate Additional Bonds representing the aggregate principal amount specified in such Supplemental Indenture, and such Additional Bonds shall be equally and ratably secured with all Bonds, including any Additional Bonds, theretofore prepared, executed and delivered, all without preference, priority or distinction (other than with respect to maturity, payment, prepayment or sinking fund payment (if any)) of any one Bond, including Additional Bonds, over any other; provided, however, that no provision of this Indenture shall require the City to consent to or otherwise permit the preparation, execution and delivery of Additional Bonds, it being understood and agreed that any such consent or other action of the City to permit the preparation, execution and delivery of Additional Bonds, or lack thereof, shall be in the sole discretion of the City.

(C) Whenever the Authority shall have determined to issue Additional Bonds pursuant to this Section 3.06, the Authority shall adopt a Supplemental Indenture determining that the issuance of such Additional Bonds is necessary for the purposes specified herein, specifying the principal amount of such Additional Bonds and prescribing the terms and conditions of such Additional Bonds and the funds to be established for the security and payment thereof. Before such Additional Bonds shall be issued and delivered, the Authority shall file with the Trustee a Written Certificate of the Authority certifying that the requirements set forth in Section 3.06 have been either met or provided for, together with a copy of the amendment to the Installment Sale Agreement required hereby. Additional Bonds may or may not be secured by a debt service reserve fund.

(D) Nothing contained in this Section 3.06 shall restrict the ability of the City to issue Parity Debt pursuant to the Installment Sale Agreement that do not secure Additional Bonds issued pursuant to this Section 3.06 or other Parity Debt in accordance with the terms and conditions thereof.

ARTICLE IV

REDEMPTION OF BONDS

SECTION 4.01. Terms of Redemption.

(a) Optional Redemption from any Source of Available Funds. The 2024 Bonds maturing on or before October 1, 20___, are not subject to optional redemption prior to their respective stated maturity dates. The 2024 Bonds maturing on or after October 1, 20___, are subject to redemption in whole, or in part at the Written Request of the Authority among maturities on such basis as the Authority may designate and by lot within a maturity, at the option of the Authority, on any date on or after October 1, 20___, from any available source of funds, at a redemption price equal to the principal amount of the 2024 Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

The Authority must give the Trustee written notice of its intention to redeem Bonds under this subsection (a), and the manner of selecting such Bonds for redemption from among the maturities thereof, at least 45 days prior to the redemption date, to allow sufficient time to enable the Trustee to give notice of such redemption in accordance with Section 4.03.

(b) Redemption From Proceeds of Insurance, Sale and Condemnation. The Bonds, including the 2024 Bonds, are subject to mandatory redemption, on any date, in whole, or in part on a pro rata basis among maturities, from the net proceeds of insurance, sale or condemnation credited towards the prepayment of the Installment Payments by the City under Section 7.3 of the Installment Sale Agreement. The Bonds, including the 2024 Bonds, are subject to redemption under this subsection at a redemption price equal to the principal amount represented thereby to be prepaid, without premium, together with accrued interest represented thereby to the redemption date.

(c) Mandatory Sinking Fund Redemption Relating to the 2024 Bonds. The Term Bonds shall also be subject to redemption, by lot, on October 1 in each of the years as set forth in the following table, from deposits made for such purpose pursuant to Section 5.02(b), at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof may be purchased pursuant to the succeeding paragraph of this subsection (c), in the aggregate respective principal amounts and on the respective dates as set forth in the following table; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to subsections (a) or (b) above, the total amount of all future payments pursuant to this subsection (c) with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments in integral multiples of $5,000 as determined by the Authority (written notice of which determination shall be given by the Authority to the Trustee).

2024 Term Bonds Maturing October 1, 20___

Sinking Fund Redemption Date (October 1)	Principal Amount To Be Redeemed

2024 Term Bonds Maturing October 1, 20___

Sinking Fund Redemption Date (October 1)	Principal Amount To Be Redeemed

In lieu of redemption of the Term Bonds pursuant to the preceding paragraph, amounts on deposit in the Bond Fund (to the extent not required to be deposited by the Trustee in the Interest Account or the Principal Account pursuant to Section 5.02 during the current Bond Year) may also be used and withdrawn by the Authority, upon the Written Request of the Authority delivered to the Trustee, at any time for the purchase of such Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Authority may in its discretion determine. The par amount of any of such Term Bonds so purchased by the Authority in any twelve-month period ending on October 1 in any year shall be credited towards and shall reduce the par amount of such Term Bonds required to be redeemed pursuant to this subsection (c) on the next succeeding October 1.

SECTION 4.02. Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds of a single maturity of the same issue, the Trustee shall select the Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee shall treat each Bond as consisting of separate $5,000 portions and each such portion shall be subject to redemption as if such portion were a separate Bond.

SECTION 4.03. Notice of Redemption. The Trustee shall mail notice of redemption of the Bonds by first class mail, postage prepaid, not less than 20 nor more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond Registration Books and to one or more Securities Depositories and to the Information Services. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the Bonds (or all Bonds of a single maturity) are to be redeemed, the CUSIP numbers and (in the event that not all Bonds within a maturity are called for redemption) Bond numbers of the Bonds to be redeemed and the maturity or maturities of the Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

Each such notice shall also state that on the redemption date there will become due and payable on each of said Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered. Each notice relating to a redemption pursuant to Section 4.01(a) or Section 4.01(b) shall further state that such redemption may be rescinded by the Authority on or prior to the date set for redemption. Neither the failure to receive any notice nor any defect therein shall affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

The Authority shall have the right to rescind any redemption pursuant to Section 4.01(a) or Section 4.01(b) by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

SECTION 4.04. Execution of New Bonds Upon Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered.

SECTION 4.05. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, including any applicable premium, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Bonds redeemed under the provisions of this Article shall be canceled by the Trustee upon surrender thereof and destroyed in accordance with the retention policy of the Trustee then in effect.

ARTICLE V

REVENUES; FUNDS AND ACCOUNTS; PAYMENT OF PRINCIPAL AND INTEREST

SECTION 5.01. Security for the Bonds; Bond Fund.

(a) Pledge of Revenues and Other Amounts. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Revenues and all amounts held in any fund or account established under this Indenture (other than the Project Fund and Cost of Issuance Fund) are hereby pledged to secure the payment of the principal of and interest and premium (if any) on the Bonds in accordance with their terms and the provisions of this Indenture. Said pledge constitutes a lien on and security interest in the Revenues and such amounts and shall attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act.

(b) Assignment to Trustee. The Authority hereby irrevocably transfers, assigns and sets over to the Trustee, without recourse to the Authority, all of its rights in the Installment Sale Agreement (excepting only the Authority's rights under Sections 4.7, 5.2 and 6.4 thereof), including but not limited to all of the Authority's rights to receive and collect all of the Installment Payments, and the Trustee hereby accepts such assignment. The Trustee is entitled to collect and receive all of the Installment Payments, and any Installment Payments collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee is also entitled to and shall, subject to the provisions of Article VIII, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Installment Sale Agreement.

(c) Deposit of Revenues in Bond Fund. All Revenues shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the "Bond Fund" which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required hereunder or under the Installment Sale Agreement to be deposited in the Redemption Fund shall be promptly deposited in such fund. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under Article X, and (ii) any applicable fees and expenses of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

SECTION 5.02. Allocation of Revenues. On or before each Interest Payment Date, the Trustee shall transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Bond Fund), the following amounts in the following order of priority:

(a) *Deposit to Interest Account*. The Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.

(b) *Deposit to Principal Account*. The Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on each October 1, including the aggregate principal amount of the Term Bonds (if any) which are subject to mandatory sinking fund redemption on such October 1 pursuant to Section 4.01(c) or any analogous provision in a Supplemental Indenture.

SECTION 5.03. Application of Interest Account. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

SECTION 5.04. Application of Principal Account. All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds on their respective maturity dates, including the aggregate principal amount of the Term Bonds (if any) which are subject to mandatory sinking fund redemption on such October 1 pursuant to Section 4.01(c) or any analogous provision in a Supplemental Indenture.

SECTION 5.05. Application of Redemption Fund. The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received representing optional prepayments of the Installment Payments under Section 7.2 of the Installment Sale Agreement or mandatory prepayments of the Installment Payments under Section 7.3 of the Installment Sale Agreement, in accordance with a Written Request of the Authority. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of the Bonds to be redeemed under Sections 4.01(a) or (b); *provided, however*, that at any time prior to the selection of Bonds for redemption, the Trustee may apply such amounts to the purchase of Bonds at public or private sale, when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed under a Written Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds. All Bonds purchased under the provisions of this Section shall be canceled by the Trustee upon surrender thereof and destroyed in accordance with the retention policy of the Trustee then in effect. The Trustee shall be entitled to conclusively rely on any Written Request of the Authority received under this Section, and shall be fully protected in relying thereon.

SECTION 5.06. Investments. All moneys in any of the funds or accounts established with the Trustee under this Indenture shall be invested by the Trustee solely in Authorized Investments. Such investments shall be directed by the Authority under a Written Request of the Authority filed with the Trustee at least 2 Business Days in advance of the making of such investments. In the absence of any such directions from the Authority, the Trustee shall invest any such moneys in Authorized Investments described in clause (e) of the definition thereof. Authorized Investments purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. To the extent Authorized Investments are registrable, such Authorized Investments must be registered in the name of the Trustee.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the Bond Fund, provided that interest earnings on amounts on deposit in the Project Fund shall be retained therein unless the Authority otherwise directs in writing. For purposes of acquiring any investments hereunder, the Trustee may

commingle funds held by it hereunder. The Trustee or any of its affiliates may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made under this Section.

The Trustee may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate. The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or is dealing as a principal for its own account.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The moneys on deposit in the funds and accounts established under this Indenture shall not be deemed "surplus" under Section 53601 of the Government Code.

SECTION 5.07. Valuation and Disposition of Investments.

(a) Except as otherwise provided in subsection (b) of this Section, the Authority covenants that all investments of amounts deposited in any fund or account created by or under this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of and valued at the Fair Market Value thereof as such term is defined in subsection (d) below. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Authority in any Written Request of the Authority.

(b) Except as provided in the preceding subsection (a), for the purpose of determining the amount in any fund or account established hereunder, the value of Authorized Investments credited to such fund shall be valued by the Trustee at least annually on or before October 1. The Trustee may sell or present for redemption, any Authorized Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Authorized Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Authorized Investment.

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

contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security -- State and Local Government Series which is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

(e) To the extent of any valuations made by the Trustee hereunder, the Trustee may utilize and rely upon computerized securities pricing services that may be available to it, including those available through its regular accounting system.

ARTICLE VI

COVENANTS OF THE AUTHORITY

SECTION 6.01. Punctual Payment. The Authority shall punctually pay or cause to be paid the principal of and interest and premium (if any) on all the Bonds in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of the Revenues and other amounts pledged for such payment as provided in this Indenture.

SECTION 6.02. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which have not been so extended. Nothing in this Section limits the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance does not constitute an extension of maturity of the Bonds.

SECTION 6.03. Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, and reserves the right to issue other obligations for such purposes.

SECTION 6.04. Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized under law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other amounts purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VIII and to the extent permitted by law, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.05. Accounting Records. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds and all funds and accounts established under this Indenture. The Trustee shall make such books of record and account available for inspection by the Authority and the City during business hours, upon reasonable notice, and under reasonable circumstances.

SECTION 6.06. Limitation on Additional Obligations. The Authority covenants that no additional bonds, notes or other indebtedness, other than Additional Bonds, shall be issued or incurred which are payable out of the Revenues in whole or in part.

SECTION 6.07. Tax Covenants.

(a) Private Business Use Limitation. The Authority shall assure that the proceeds of the 2024 Bonds are not used in a manner which would cause the 2024 Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The Authority may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the 2024 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The Authority may not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the 2024 Bonds or of any other obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the 2024 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(d) Maintenance of Tax Exemption. The Authority shall take all actions necessary to assure the exclusion of interest on the 2024 Bonds from the gross income of the Owners of the 2024 Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The Authority shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the 2024 Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, at the times and in the manner required under the Tax Code. The Authority shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, such payments to be made from any source of legally available funds of the Authority. The Authority shall keep or cause to be kept, and retain or cause to be retained for a period of 6 years following the retirement of the 2024 Bonds, records of the determinations made under this subsection (e).

SECTION 6.08. Enforcement of Installment Sale Agreement. The Trustee shall promptly collect all amounts (to the extent any such amounts are available for collection) due from the City under the Installment Sale Agreement. Subject to the provisions of Article VIII, the Trustee shall enforce, and take all steps, actions and proceedings which the Trustee determines to be reasonably necessary for the enforcement of all of its rights thereunder as assignee of the Authority and for the enforcement of all of the obligations of the City under the Installment Sale Agreement.

SECTION 6.09. Waiver of Laws. The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.10. Further Assurances. The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better

assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01. Events of Default. The following events constitute Events of Default hereunder:

(a) Failure to pay any installment of the principal of any Bonds when due, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.

(b) Failure to pay any installment of interest on the Bonds when due.

(c) Failure by the Authority to observe and perform any of the other covenants, agreements or conditions on its part contained in this Indenture or in the Bonds, if such failure has continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the Authority by the Trustee *provided, however*, if in the reasonable opinion of the Authority the failure stated in the notice can be corrected, but not within such 60 day period, such failure shall not constitute an Event of Default if the Authority institutes corrective action within such 60 day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.

(d) The commencement by the Authority of a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

(e) The occurrence and continuation of an event of default under and as defined in the Installment Sale Agreement.

SECTION 7.02. Acceleration; Other Remedies. If any Event of Default occurs, then, and in each and every such case during the continuance of such Event of Default, the Trustee may, and shall, at the written direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding shall, in each case, upon receipt of indemnification satisfactory to Trustee against the costs, expenses and liabilities to be incurred in connection with such action, upon notice in writing to the Authority, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding.

The foregoing provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, the Authority shall pay to or shall deposit with the Trustee a sum sufficient to pay all principal of the Bonds maturing prior to such declaration and all matured installments of interest (if any) upon all the Bonds, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee, on behalf of the Owners of all of the Bonds, shall rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon; provided, however, that no such rescission and

annulment shall extend to or shall affect any subsequent Event of Default, or shall impair or exhaust any right or power consequent thereon.

In addition to declaring the principal of all of the Bonds, and the interest accrued thereon, to be immediately due and payable as set forth above, the Trustee shall have the right to pursue any other remedy provided by law or in equity or otherwise after an Event of Default has occurred.

SECTION 7.03. Application of Revenues and Other Funds After Default. If an Event of Default occurs and is continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee in the following order of priority:

(a) To the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its legal counsel including outside counsel and the allocated costs of internal attorneys) incurred in and about the performance of its powers and duties under this Indenture; and

(b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping or otherwise noting thereon of the payment if only partially paid, or surrender thereof if fully paid) in accordance with the provisions of this Indenture, as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by acceleration or redemption, with interest on the overdue principal at the rate borne by the respective Bonds (to the extent permitted by law), and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

SECTION 7.04. Trustee to Represent Bond Owners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture and applicable provisions of any law. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture.

SECTION 7.05. Limitation on Bond Owners' Right to Sue. Notwithstanding any other provision hereof, no Owner of any Bonds has the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Installment Sale Agreement or any other applicable law with respect to such Bonds, unless (a) such Owner has given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding have requested the Trustee in writing to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Owner or Owners have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee has failed to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee; and (e) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Installment Sale Agreement or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

SECTION 7.06. Absolute Obligation of Authority. Nothing in Section 7.06 or in any other provision of this Indenture or in the Bonds contained affects or impairs the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest and premium (if any) on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon acceleration or call for redemption, as herein provided, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

SECTION 7.07. Termination of Proceedings. In case any proceedings taken by the Trustee or by any one or more Bond Owners on account of any Event of Default have been discontinued or abandoned for any reason or have been determined adversely to the Trustee or the Bond Owners, then in every such case the Authority, the Trustee, and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

SECTION 7.08. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 7.09. No Waiver of Default. No delay or omission of the Trustee or any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient by the Trustee or the Bond Owners.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. Appointment of Trustee. U.S. Bank Trust Company, National Association is hereby appointed Trustee by the Authority for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The Authority will maintain a Trustee which is qualified under the provisions of the foregoing provisions of this Article VIII so long as any Bonds are Outstanding.

SECTION 8.02. Acceptance of Trusts; Removal and Resignation of Trustee. The Trustee hereby accepts the express trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture and no implied duties or covenants shall be read into this Indenture against the Trustee.

(b) The Authority may remove the Trustee at any time, unless an Event of Default has occurred and is then continuing, and shall remove the Trustee (a) if at any time requested to do so by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (b) if at any time the Trustee ceases to be eligible in accordance with Section 8.02, or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property is appointed, or any public officer takes control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and the City, and by giving the Bond Owners notice of such resignation by mail at the addresses shown on the Bond Registration Books.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee has been appointed and accepted appointment within 45 days of giving notice of removal or notice of resignation as aforesaid, the Authority, upon its own direction or the direction of the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture, must signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and after payment by the Authority of all unpaid fees and expenses of the predecessor Trustee, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein. At the Written Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall pay over, transfer, assign and deliver to the successor

Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall promptly mail or cause the successor trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which is then rating the Bonds and to the Bond Owners at the addresses shown on the Bond Registration Books. If the Authority fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Authority.

(e) Any Trustee appointed under this Indenture shall be a corporation or association organized and doing business under the laws of any state or the United States of America or the District of Columbia, shall be authorized under such laws to exercise corporate trust powers, shall have (or, in the case of a corporation or association that is a member of a bank holding company system, the related bank holding company has) a combined capital and surplus of at least $50,000,000, and shall be subject to supervision or examination by a federal or state agency, so long as any Bonds are Outstanding. If such corporation or association publishes a report of condition at least annually under law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection (e), the combined capital and surplus of such corporation or association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If the Trustee at any time ceases to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

SECTION 8.03. Merger or Consolidation. Any bank, federal savings association, or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, federal savings association, or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible under subsection (e) of Section 8.02 shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.04. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Authority, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture, the Bonds or the Installment Sale Agreement, nor shall the Trustee incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations of Trustee herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for

and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee is not liable for any error of judgment made by a responsible officer, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts.

(c) The Trustee is not liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture or assigned to it hereunder.

(d) The Trustee is not liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder, or any other event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default hereunder unless and until it shall have actual knowledge thereof, or a corporate trust officer shall have received written notice thereof at its Principal Corporate Trust Office from the City, the Authority or the Owners of at least 25% in aggregate principal amount of the Outstanding Bonds. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by the Authority or the City of any of the terms, conditions, covenants or agreements herein, under the Installment Sale Agreement or the Bonds or of any of the documents executed in connection with the Bonds, or as to the existence of a default or an Event of Default or an event which would, with the giving of notice, the passage of time, or both, constitute an Event of Default. The Trustee is not responsible for the validity, effectiveness or priority of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee shall not be required to ascertain or inquire as to the performance or observance by the City or the Authority of the terms, conditions, covenants or agreements set forth in the Installment Sale Agreement, other than the covenants of the City to make Installment Payments to the Trustee when due and to file with the Trustee when due, such reports and certifications as the City is required to file with the Trustee thereunder.

(f) No provision of this Indenture requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with due care by it hereunder.

(h) The Trustee has no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of the Bond Owners under this Indenture, unless the such Owners have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities (including but not limited to fees and expenses of its attorneys) which might be incurred by it in compliance with such request or direction. No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(i) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee is subject to the provisions of Section 8.02(a), this Section 8.04 and Section 8.05, and shall be applicable to the assignment of any rights to the Trustee hereunder.

(j) The Trustee is not accountable to anyone for the subsequent use or application of any moneys which are released or withdrawn in accordance with the provisions hereof.

(k) The Trustee makes no representation or warranty, expressed or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose for the use contemplated by the Authority or the City of the 2024 Water Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Installment Sale Agreement or this Indenture for the existence, furnishing or use of the 2024 Water Project.

(l) The Trustee has no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(m) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources or energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(n) The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Indenture of Trust, provided, however, that: (a) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

SECTION 8.05. Right to Rely on Documents. The Trustee shall be protected and shall incur no liability in acting or refraining from acting in reliance upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds, requisition, facsimile transmission, electronic mail or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties. The Trustee is under no duty to make any investigation or inquiry as to any statements contained or matter referred to in any paper or document but may accept and conclusively rely upon the same as conclusive evidence of the truth and accuracy of any such statement or matter and shall be fully protected in relying thereon. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions,

and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee may treat the Owners of the Bonds appearing in the Bond Registration Books as the absolute owners of the Bonds for all purposes and the Trustee shall not be affected by any notice to the contrary.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate, Written Request or Written Requisition of the Authority or the City, and such Written Certificate, Written Request or Written Requisition shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, Written Request or Written Requisition, and the Trustee shall be fully protected in relying thereon, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

SECTION 8.06. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its respective possession and in accordance with its retention policy then in effect and shall, upon reasonable notice to Trustee, be subject to the inspection of the Authority, the City, and any Bond Owner, and their agents and representatives duly authorized in writing, during business hours and under reasonable conditions as agreed to by the Trustee.

SECTION 8.07. Compensation and Indemnification. The Authority shall pay to the Trustee from time to time, on demand, the compensation for all services rendered under this Indenture and also all reasonable expenses, advances (including any interest on advances), charges, legal (including outside counsel and the allocated costs of internal attorneys) and consulting fees and other disbursements, incurred in and about the performance of its powers and duties under this Indenture.

The Authority shall indemnify the Trustee, its officers, directors, employees and agents against any cost, loss, liability or expense whatsoever (including but not limited to fees and expenses of its attorneys) incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust and this Indenture, including costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder or under the Installment Sale Agreement. As security for the performance of the obligations of the Authority under this Section, the Trustee shall have a lien prior to the lien of the Bonds upon all property and funds held or collected by the Trustee as such. The rights of the Trustee and the obligations of the Authority under this Section shall survive the resignation or removal of the Trustee or the discharge of the Bonds and this Indenture and the Installment Sale Agreement.

ARTICLE IX

MODIFICATION OR AMENDMENT HEREOF

SECTION 9.01. Amendments Permitted.

(a) Amendments With Bond Owner Consent. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time by Supplemental Indenture, which the Authority and the Trustee may enter into when the written consents of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding are filed with the Trustee. No such modification or amendment may (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture except as permitted herein, or deprive the Owners of the Bonds of the lien created by this Indenture on such Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It is not necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it is sufficient if such consent approves the substance thereof.

(b) Amendments Without Owner Consent. This Indenture and the rights and obligations of the Authority, of the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners if the Trustee has been furnished an opinion of counsel that the provisions of such Supplemental Indenture shall not materially adversely affect the interests of the Owners of the Bonds, including, without limitation, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;

(ii) to cure any ambiguity, inconsistency or omission, or to cure or correct any defective provision, contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the Authority deems necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners;

(iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(iv) to modify, amend or supplement this Indenture in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code; or

(v) to provide for the issuance of Additional Bonds pursuant to Section 3.06 hereof, including the addition of or revision to any provisions required with respect to Variable Rate Bonds.

(c) Limitation. The Trustee is not obligated to enter into any Supplemental Indenture authorized by subsections (a) or (b) of this Section which materially adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

(d) Notice of Amendments. The Authority shall deliver or cause to be delivered a draft of any Supplemental Indenture to each rating agency which then maintains a rating on the Bonds, at least 10 days prior to the effective date of such Supplemental Indenture under this Section.

SECTION 9.02. Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture under this Article IX, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.03. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture under this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand on the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Principal Corporate Trust Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand on the Owners of any Bonds then Outstanding shall be exchanged at the Principal Corporate Trust Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same maturity.

SECTION 9.04. Amendment of Particular Bonds. The provisions of this Article IX do not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE X

DEFEASANCE

SECTION 10.01. Discharge of Indenture. If the Authority shall pay and discharge any or all of the Outstanding Bonds in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on such Bonds, as and when the same become due and payable;

(b) by depositing with the Trustee, irrevocably, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums; or

(c) by depositing with a qualified escrow holder, in escrow, Defeasance Obligations in such amount as the Authority (verified by an Independent Certified Public Accountant) shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture and/or the Installment Sale Agreement, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums, if any) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption has been mailed pursuant to Section 4.03 or provision satisfactory to the Trustee has been made for the mailing of such notice, then, at the election of the Authority, and notwithstanding that any of such Bonds have not been surrendered for payment, the pledge of the Revenues and other funds provided for in this Indenture with respect to such Bonds, and all other pecuniary obligations of the Authority under this Indenture with respect to all such Bonds, shall cease and terminate, except only the obligation of the Authority to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon from amounts set aside for such purpose as aforesaid, and all expenses and costs of the Trustee. Notice of such election shall be filed with the Trustee.

Any funds thereafter held by the Trustee, which are not required for said purposes, shall be paid over to the Authority or the City.

SECTION 10.02. Unclaimed Funds. Notwithstanding any provisions of this Indenture, any moneys held by the Trustee in trust for the payment of the principal of, or interest on, any Bonds and remaining unclaimed for 2 years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Indenture), if such moneys were so held at such date, or 2 years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Authority as aforesaid, the Trustee shall (at the cost of the Authority) first mail to the Owners of Bonds which have not yet been paid, at the addresses shown on the Bond Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Liability of Authority Limited to Revenues. Notwithstanding anything in this Indenture or in the Bonds contained, the Authority is not required to advance any moneys derived from any source other than the Revenues and other assets pledged under this Indenture for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. Nevertheless, the Authority may, but is not required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02. Limitation of Rights to Parties and Bond Owners. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the City and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the City and the Owners of the Bonds.

SECTION 11.03. Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with corporate trust industry standards to the extent practicable, and with due regard for the requirements of Section 6.05 and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish such funds and accounts as it deems necessary or appropriate to perform its obligations under this Indenture.

SECTION 11.04. Waiver of Notice; Requirement of Mailed Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in this Indenture any notice is required to be given by mail, such requirement may be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

SECTION 11.05. Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee, and the delivery to the Authority, of any Bonds, the Trustee may, in lieu of such cancellation and delivery, destroy such Bonds as may be allowed by law, and at the written request of the Authority the Trustee shall deliver a certificate of such destruction to the Authority.

SECTION 11.06. Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Bonds 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 Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.07. Notices. All notices or communications to be given under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, confirmed by telephone, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City or the Authority:	City of St. Helena 1088 College Avenue St. Helena, CA 94574 Attention: Administrative Services Director
If to the Trustee:	U.S. Bank Trust Company, National Association One California Street, Suite 1000 San Francisco, California 94111 Attention: Global Corporate Trust

SECTION 11.08. Evidence of Rights of Bond Owners. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Bond Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.09. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the Authority or the City, or by any other obligor on the Bonds, or by any person

directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds. In case of a dispute as to such right, the Trustee shall be entitled to rely upon the advice of counsel in any decision by Trustee and shall be fully protected in relying thereon.

Upon request, the Authority shall specify to the Trustee those Bonds disqualified under this Section.

SECTION 11.10. Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, premium, if any, or principal due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, *subject, however*, to the provisions of Section 10.04 but without any liability for interest thereon.

SECTION 11.11. Waiver of Personal Liability. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or interest or premium (if any) on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.12. Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Authority, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.13. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.14. Payment on Non-Business Day. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and with the same effect as if made on such preceding non-Business Day.

SECTION 11.15. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the ST. HELENA FINANCING AUTHORITY has caused this Indenture to be signed in its name by its Treasurer and attested to by its Secretary, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

ST. HELENA FINANCING AUTHORITY

By: _____
Mandy Kellogg
Treasurer

ATTEST:

By: _____
Cindy Tzafopoulos
Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Trustee*

By: _____
Authorized Officer

[Signature Page to Indenture of Trust dated as of July 1, 2024]

APPENDIX A

BOND FORM

NO. R-_____ ***$_____***

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ST. HELENA FINANCING AUTHORITY
2024 WATER REVENUE BONDS

INTEREST RATE:	MATURITY DATE:	ORIGINAL ISSUE DATE:	CUSIP:
_____%	October 1, ____	July ___, 2024	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ***_____***

The ST. HELENA FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the 15th day of the month preceding such interest payment date, in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before September 15, 2024, in which event it shall bear interest from the Original Issue Date specified above; *provided, however*, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, at the Interest Rate per annum specified above, payable semiannually on April 1 and October 1 in each year, commencing October 1, 2024 (the "Interest Payment Dates"), calculated on the basis of a 360-day year composed of twelve 30-day months.

Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank Trust Company, National Association, in St. Paul, Minneapolis (the "Trust Office"), as trustee (the "Trustee"). Interest hereon is payable by check of the Trustee mailed to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close

of business on the fifteenth day of the month preceding each Interest Payment Date (a "Record Date"), or, upon written request filed with the Trustee as of such Record Date by a registered owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the United States designated by such registered owner in such written request.

This Bond is not a debt of the City of St. Helena (the "City"), the County of Alameda, the State of California, or any of its political subdivisions, and neither the City, said County, said State, nor any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties of the Authority other than the Revenues.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "St. Helena Financing Authority 2024 Water Revenue Bonds" (the "Bonds"), in an aggregate principal amount of $_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued pursuant to the provisions of Articles 4 of Chapter 5, Division 7, Title 1 of the California Government Code, commencing with Section 6584 of said Code, and under an Indenture of Trust dated as of July 1, 2024 (the "Indenture"), between the Authority and the Trustee, and a resolution of the Authority adopted on _____, 2024, authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Authority to finance certain improvement to the City's Water System. This Bond and the interest and premium, if any, hereon are special obligations of the Authority, payable from the Revenues, and secured by a charge and lien on the Revenues as defined in the Indenture, consisting principally of installment payments made by the City under an Installment Sale Agreement, dated as of July 1, 2024, between the Authority and the City (the "Installment Sale Agreement"), which installment payments are secured by the Net Revenues of the Water System. As and to the extent set forth in the Indenture, all of the Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds and any Additional Bonds, which may be issued only in accordance with the terms of the Indenture.

The rights and obligations of the Authority and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected.

The Bonds maturing on or before October 1, 20___, are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after October 1, 20___, are subject to redemption in whole, or in part at the Written Request of the Authority among maturities on such basis as the Authority may designate and by lot within a maturity, at the option of the Authority, on any Interest Payment Date on or after October 1, 20___, from any available source of funds, at a redemption price equal the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

The Bonds are also subject to redemption as a whole, or in part by lot, on any date, to the extent of any net proceeds of hazard or title insurance with respect to the Water System or any portion thereof which are not used to repair or replace the Water System pursuant to the Installment Sale Agreement, or to the extent of any net proceeds arising from the disposition of the Water System or any portion thereof in eminent domain proceedings which the City elects to be used for such purpose pursuant to the Installment Sale Agreement, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing October 1, 20___ and October 1, 20___ (the "Term Bonds") shall also be subject to redemption in whole, or in part by lot, on October 1 in each of the years as set forth in the following table, from deposits made for such purpose pursuant to the Indenture, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased pursuant to the Indenture, in the aggregate respective principal amounts and on the respective dates as set forth in the following table; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the optional or mandatory redemption provisions described above, the total amount of all future payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of $5,000 as determined by the Authority (written notice of which determination shall be given by the Authority to the Trustee).

2024 Term Bonds Maturing October 1, 20___

Sinking Fund Redemption Date (October 1)	Principal Amount To Be Redeemed

2024 Term Bonds Maturing October 1, 20___

Sinking Fund Redemption Date (October 1)	Principal Amount To Be Redeemed

As provided in the Indenture, notice of redemption will be mailed by the Trustee by first class mail not less than 20 nor more than 60 days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so

mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer, a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. This Bond may be exchanged at the Trust Office for Bonds of the same tenor, aggregate principal amount, interest rate and maturity, of other authorized denominations.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Authority or the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified by the Authority that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Indenture and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Indenture or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the St. Helena Financing Authority has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Treasurer and attested to by the facsimile signature of its Secretary, all as of the Original Issue Date specified above.

ST. HELENA FINANCING AUTHORITY

By: _____
Susan Hsieh
Treasurer

ATTEST:

By: _____
Jocelyn Kwong
Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Trustee*

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.	Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

FORM OF PROJECT FUND REQUISITION

WRITTEN REQUISITION NO.: _____

U.S. Bank Trust Company, National Association
One California Street, Suite 1000
San Francisco, California 94111
Attention: Global Corporate Trust

Re: $_____ St. Helena Financing Authority
2024 Water Revenue Bonds

Ladies and Gentlemen:

In accordance with the terms of that certain Indenture, dated as of _____ 1, 2024 (the "Indenture"), by and between you and the St. Helena Financing Authority, you are hereby authorized and requested to make immediate disbursement of funds held by you in the Project Fund for Project Costs (as defined in the Indenture) pursuant to Section 3.04 of the Indenture.

You are hereby requested to pay from the Project Fund established by the Indenture, to the person(s), corporation(s) or other entity(ies) designated on Schedule A attached hereto, in payment of all or a portion of the Project Costs, as described on said Schedule.

The undersigned hereby certifies that (i) no part of the amount requested herein has been included in any other request previously filed with you; (ii) to the knowledge of the undersigned, there has not been filed with or served upon the City any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder; and (iii) the labor, services and/or materials covered hereby have been performed upon or furnished relating to the Project Costs and the payment requested herein is due and payable under a purchase order, contract or other authorization;

Dated: _____, 20__.

CITY OF ST. HELENA

By:_____
Authorized Official

SCHEDULE A

PROJECT FUND DISBURSEMENTS

Payee Name and Address	Description of Costs	Amount

APPENDIX C

FORM OF COST OF ISSUANCE REQUISITION

[Bond Caption]

REQUISITION NO. __ OF THE AUTHORITY FOR
DISBURSEMENT FROM THE COSTS OF ISSUANCE FUND

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting _____ of the St. Helena Financing Authority, a joint exercise of powers authority, duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and as such, I am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Official" of the Authority, as such term is defined in that certain Indenture of Trust, dated as of _____ 1, 2024 (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");

(iii) pursuant to Section 3.03 of the Indenture, the Trustee is hereby requested to disburse this date, from the Costs of Issuance Fund established under the Indenture, upon receipt of an invoice from each of the payees designated on Exhibit A attached hereto and by this reference incorporated herein, the amount set forth in such invoice but no more than the amount set forth opposite each such payee, in payment of Costs of Issuance described on said Exhibit A, and all such payments shall be made by check or wire transfer in accordance with payment instructions contained in Exhibit A or the invoice submitted in accordance therewith and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof;

(iv) each obligation identified on the attached Exhibit A has been properly incurred, is a proper charge against the Costs of Issuance Fund and has not been the basis of any previous disbursement; and

(v) attached hereto is an invoice or other evidence supporting the amounts due as identified on Exhibit A.

Capitalized terms used herein and not otherwise defined have the meanings given them in the Indenture.

Dated: _____, 2024

ST. HELENA FINANCING AUTHORITY

By: _____
_____
_____

EXHIBIT A

COSTS OF ISSUANCE DISBURSEMENTS

Payee Name and Address	Purpose of Obligation	Amount*

Total:

Amount of Original Deposit:

Amount Remaining after Initial Disbursements:

* Not to exceed amount; payment to be made only upon submission of an invoice.

EXHIBIT 4

Jones Hall Draft of May 14, 2024

INSTALLMENT SALE AGREEMENT

Dated as of July 1, 2024

between the

ST. HELENA FINANCING AUTHORITY,
as Seller

and the

CITY OF ST. HELENA,
as Purchaser

Relating to

$_____
St. Helena Financing Authority
2024 Water Revenue Bonds

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INSTALLMENT SALE AGREEMENT

This INSTALLMENT SALE AGREEMENT (this "Agreement"), dated as of July 1, 2024, is between the ST. HELENA FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), as seller, and the CITY OF ST. HELENA, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), as purchaser.

B A C K G R O U N D :

1. The City presently owns, owns and operates a system for the supply, treatment and distribution of water within the service area of the City (the "Water System"), and the City desires to finance various improvements to the Water System as described in Appendix B hereto (the "2024 Water Project").

2. The Authority has been organized for the purpose of assisting the City in its public purposes, and to that end the Authority is authorized to assist the City in financing the costs of acquisition, construction and installation of the 2024 Water Project.

3. In order to provide funds to finance the acquisition, construction and installation of the 2024 Water Project, the Authority has proposed to sell the 2024 Water Project to the City on an installment basis, and the City has proposed to purchase the 2024 Water Project from the Authority as provided in this Agreement.

4. The Authority will provide the necessary funds for the acquisition, construction and installation of the 2024 Water Project by issuing its St. Helena Financing Authority 2024 Water Revenue Bonds (the "2024 Bonds"), in the aggregate principal amount of $_____ under an Indenture of Trust dated as of July 1, 2024, by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Indenture"), and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law").

5. The debt service on the 2024 Bonds will be payable from Installment Payments made under this Agreement.

6. Repayment of the Installment Payments by the City shall be secured by a pledge of the Net Revenues of the Water System, on a parity with the pledge in favor of the holders of Parity Debt (as defined herein).

7. The Authority and the City have both duly authorized the execution and delivery of this Agreement.

A G R E E M E N T :

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

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement have the respective meanings given them in Article I of the Indenture.

SECTION 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

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

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

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Due Organization and Existence. The City is a municipal corporation duly organized and validly existing under the laws of the State of California, has full legal right, power and authority under said laws to enter into this Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the City Council has duly authorized the execution and delivery of this Agreement.

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

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

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

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

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

(g) Encumbrances. There are no easements, encumbrances or interests with respect to the Water System or the 2024 Water Project that prohibit or materially impair the execution, delivery and performance of this Installment Sale Agreement or the acquisition or use of the 2024 Water Project or the use of the Water System.

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

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

Authority has duly authorized the execution and delivery of this Agreement and the Indenture.

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

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

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

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

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

consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement or the Indenture or the financial conditions, assets, properties or operations of the Authority, including but not limited to the performance of the Authority's obligations hereunder and under the Indenture.

(g) Encumbrances. To the best knowledge of the Authority, there are no easements, encumbrances or interests with respect to the Water System or the 2024 Water Project that prohibit or materially impair the execution, delivery and performance of this Installment Sale Agreement or the acquisition or use of the 2024 Water Project or the use of the Water System.

ARTICLE III

ISSUANCE OF 2024 BONDS; CONSTRUCTION OF 2024 WATER PROJECT

SECTION 3.1. The 2024 Bonds. The Authority shall cause the 2024 Bonds to be issued under the Indenture in the aggregate principal amount of $_____. The Trustee shall deposit the proceeds of sale of the 2024 Bonds received by it on the Closing Date in accordance with the Indenture. The City hereby approves the Indenture, the assignment thereunder to the Trustee of certain rights of the Authority, and the issuance of the 2024 Bonds.

SECTION 3.2. Deposit and Application of Funds. The proceeds received by the Trustee from the sale of the Bonds to the Original Purchaser shall be deposited in the respective funds and accounts, and in the respective amounts, as set forth in Section 3.02 of the Indenture.

SECTION 3.3. Acquisition and Construction of the 2024 Water Project. The Authority hereby agrees with due diligence to supervise and provide for, or cause to be supervised and provided for, the acquisition, construction and installation of the 2024 Water Project in accordance with the plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the City under all applicable requirements of law. All contracts for, and all work relating to, the acquisition, construction and installation of the 2024 Water Project are subject to all applicable provisions of law relating to the acquisition and construction of public works by the City. The Authority expects that the 2024 Water Project will be completed on or before July 2027. The failure of the Authority to complete the 2024 Water Project by that date does not constitute an Event of Default hereunder or grounds for termination hereof, nor does any such failure result in the diminution, abatement or extinguishment of the obligations of the City hereunder to pay the Installment Payments when due hereunder.

SECTION 3.4. Appointment of City as Agent. The Authority hereby appoints the City as its agent to carry out all phases of the acquisition, construction and installation of the 2024 Water Project under and in accordance with the provisions hereof. The City hereby accepts such appointment and assumes all rights, liabilities, duties and responsibilities of the Authority regarding the acquisition, construction and installation of the 2024 Water Project. As agent of the Authority hereunder, the City shall enter into, administer and enforce all purchase orders or other contracts relating to the 2024 Water Project. Payment of Project Costs shall be made by the City from amounts held by the Trustee in the Project Fund in accordance with the provisions of this Agreement and the provisions of the Indenture.

SECTION 3.5. Plans and Specifications. The City has the right to specify the exact scope, nature and identification of the 2024 Water Project and the respective components thereof. Before any payment is made for the 2024 Water Project or any component thereof from amounts on deposit in the Project Fund, the City must prepare detailed plans and specifications relating thereto. The City may from time to time amend any such plans and specifications, and thereby change or modify the description of the 2024 Water Project or any component thereof.

SECTION 3.6. Certificate of Completion. Upon the completion of the 2024 Water Project, but in any event not later than 30 days following such completion, an Authorized Representative of the City shall execute and deliver to the Authority and the Trustee a Written Certificate of the City which (a) states that the construction of the 2024 Water Project has been substantially completed, (b) identifies the total Project Costs thereof, and (c) identifies the amounts, if any, to be reserved in the Project Fund for payment of future Project Costs.

ARTICLE IV

SALE OF PROJECTS; INSTALLMENT PAYMENTS

SECTION 4.1. Sale of 2024 Water Project. The Authority hereby sells, bargains and conveys the 2024 Water Project to the City, and the City hereby purchases the 2024 Water Project from the Authority, upon the terms and conditions set forth in this Agreement.

SECTION 4.2. Term. The Term of this Agreement commences on the Closing Date, and ends on October 1, 20___, or such later or earlier date on which the Bonds cease to be Outstanding under and within the meaning of the Indenture.

SECTION 4.3. Title. Title to the 2024 Water Project, and each component thereof, shall be deemed conveyed by the Authority to and vested in the City upon the completion of the acquisition, construction and installation thereof. The Authority and the City will execute, deliver and cause to be recorded any and all documents reasonably required by the City to consummate the transfer of title to the Water System and the 2024 Water Project.

SECTION 4.4. Installment Payments.

(a) Obligation to Pay. The City hereby agrees to pay to the Authority, as the purchase price of the 2024 Water Project hereunder, the aggregate principal amount of $_____ together with interest (calculated on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof, payable in semiannual installment payments in the respective amounts and on the respective Installment Payment Dates specified in Appendix A hereto.

The City shall deposit the Installment Payment coming due and payable on any Interest Payment Date with the Trustee, as assignee of the Authority under the Indenture, on the related Installment Payment Date (as set forth in Exhibit A hereto) in an amount which, together with amounts then held by the Trustee in the Bond Fund, is equal to the full amount of such Installment Payment. The Installment Payments are secured by and payable solely from the sources specified in Section 4.5.

(b) Effect of Prepayment. If the City prepays all remaining Installment Payments in full under Section 7.2 or Section 7.3, or under the relevant provisions of any Supplemental Agreement, the City's obligations under this Agreement shall thereupon cease and terminate, including but not limited to the City's obligation to pay Installment Payments therefor under this Section 4.4; *provided, however,* that the City's obligations to compensate and indemnify the Trustee under Sections 4.7 and 5.2 will survive such prepayment. If the City prepays the Installment Payments in part but not in whole under Section 7.2 or Section 7.3, or under the relevant provisions of any Supplemental Agreement, the principal component of each succeeding Installment Payment will be reduced as provided in such Sections or in such Supplemental Agreement, and the interest component of each remaining Installment Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Bonds thereby redeemed under the applicable provisions of the Indenture.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section 4.4 and Section 4.7, the payment in default will continue as an obligation of the City until fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment, at the Overdue Rate.

(d) Assignment. The City understands and agrees that certain rights of the Authority, including but not limited to the right of the Authority to receive payment of the Installment Payments, have been assigned by the Authority to the Trustee in trust under the Indenture, for the benefit of the Owners of the Bonds, and the City hereby consents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Trustee at its Principal Corporate Trust Office, all payments payable by the City under this Section 4.4 and all amounts payable by the City under Article VII.

SECTION 4.5. Pledge and Application of Net Revenues.

(a) Pledge of Net Revenues. All of the Net Revenues and all moneys on deposit in the Water Fund and the funds and accounts established and held by the Trustee under the Indenture (other than the Project Fund and Cost of Issuance Fund) are hereby irrevocably pledged, charged and assigned to the punctual payment of the Installment Payments. Such pledge, charge and assignment constitute a lien on the Net Revenues and such other moneys for the payment of the Installment Payments in accordance with the terms hereof, on a parity with the pledge and lien which secures any Parity Debt.

(b) Deposit of Net Revenues Into Water Fund; Transfers to Make Payments. The City will establish and hold in trust the Water Fund, for the purposes and uses set forth herein. The City shall deposit all of the Gross Revenues in the Water Fund immediately upon receipt. The City shall apply amounts in the Water Fund as set forth in this Agreement and any Parity Debt Instruments. Amounts on deposit in the Water Fund shall be applied by the City to pay when due the following amounts in the following order of priority:

(i) all Operations and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operations and Maintenance Costs) as such Operations and Maintenance Costs become due and payable;

(ii) to the Trustee (or other recipient set forth in a Parity Debt Instrument) the amount needed to pay the Installment Payments and principal of, and interest on, any Parity Debt;

(iii) to the Trustee (or other recipient set forth in a Parity Debt Instrument) the amount of any deficiency in any reserve fund established for any Bonds or Parity Debt, the notice of which deficiency has been given to the City in accordance with the Indenture and the related Parity Debt Instruments, on a pro rata basis; and

(iv) as long as all of the foregoing payments, allocations and transfers are made at the times and in the manner set forth above, any moneys remaining in the Water Fund may at any time be treated as surplus and applied for any lawful purpose.

(c) No Preference or Priority. Payment of the Installment Payments and the principal of and interest on any Parity Debt shall be made without preference or priority among the Installment Payments and such Parity Debt. If the amount of Net Revenues on deposit in the Water Fund is at any time insufficient to enable the City to pay when due the Installment Payments and the principal of and interest on any Parity Debt, such payments shall be made on a pro rata basis.

SECTION 4.6. Special Obligation of the City; Obligations Absolute. The City's obligation to pay the Installment Payments and any other amounts coming due and payable hereunder is a special obligation of the City limited solely to the Net Revenues. Under no circumstances is the City required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments and such other amounts. No other funds or property of the City are liable for the payment of the Installment Payments and any other amounts coming due and payable hereunder.

The obligations of the City to pay the Installment Payments from the Net Revenues and to perform and observe the other agreements contained herein are absolute and unconditional and are not subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Authority or the Trustee of any obligation to the City or otherwise with respect to the Water System, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Trustee. Until all of the Installment Payments, all of the Additional Payments and all other amounts coming due and payable hereunder are fully paid or prepaid, the City (a) will not suspend or discontinue payment of any Installment Payments, Additional Payments or such other amounts, (b) will perform and observe all other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Water System, failure to complete the acquisition and construction of the 2024 Water Project by the estimated completion date thereof, sale of the Water System, the taking by eminent domain of title to or temporary use of any component of the Water System, commercial frustration of purpose, any change in the tax law or other laws of the United States of America or the State of California or any political subdivision of either thereof, or any failure of the Authority or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture or this Agreement.

The foregoing provisions of this Section 4.6 do not release the Authority from the performance of any of the agreements on its part contained herein or in the Indenture, and if the Authority fails to perform any such agreements, the City may institute such action against the

Authority as the City deems necessary to compel performance, so long as such action does not abrogate the obligations of the City contained in the preceding paragraph. The City may, however, at its cost and expense and in its name or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect the City's rights hereunder, and in such event the Authority shall cooperate fully with the City and shall take such action necessary to effect the substitution of the City for the Authority in such action or proceeding as the City may request.

SECTION 4.7. Additional Payments. In addition to the Installment Payments, the City shall pay when due the following amounts to the following parties:

(a) to the Authority, all costs and expenses incurred by the Authority to comply with the provisions of this Agreement and the Indenture;

(b) to the Trustee upon request therefor, all of its fees, costs and expenses payable as a result of the performance of and compliance with its duties hereunder or under the Indenture or any related documents;

(c) to the Authority and the Trustee, all amounts required to indemnify the Authority and the Trustee under Section 5.2 hereof and Section 8.07 of the Indenture; and

(d) all costs and expenses of auditors, engineers and accountants for professional services relating to the Water System or the Bonds.

The Additional Payments shall be payable from, but shall not be secured by a pledge or lien upon, the Net Revenues. The rights of the Trustee and the Authority under this Section 4.7, and the obligations of the City under this Section 4.7, shall survive the termination of this Agreement.

ARTICLE V

COVENANTS OF THE CITY

SECTION 5.1. Disclaimer of Warranties; Maintenance, Utilities and Taxes.

(a) The Trustee makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project or any component thereof, or any other representation or warranty with respect to any of the Project or any component thereof. In no event is the Authority liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Agreement or the Indenture for the existence, furnishing, functioning or use of the Project.

(b) Throughout the Term of this Agreement, all improvement, repair and maintenance of the Water System shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of all utility services supplied to the Water System, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, Water and all other

utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Water System resulting from ordinary wear and tear.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Water System or the respective interests or estates therein; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of this Agreement as and when the same become due.

SECTION 5.2. Release and Indemnification Covenants. The City agrees to indemnify the Authority and the Trustee and their respective officers, agents, successors and assigns, against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on or about the Water System by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Agreement or the Indenture, (c) any act or omission of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Water System, and (d) any act or omission of any lessee of the City with respect to the Water System. No indemnification is made under this Section 5.2 or elsewhere in this Agreement for willful misconduct or negligence under this Agreement by the Authority, or the Trustee, or their respective officers, agents, employees, successors or assigns. The provisions of this Section 5.2 shall survive the expiration of the Term of this Agreement.

SECTION 5.3. Sale or Eminent Domain of Water System.

(a) The City will not sell, lease or otherwise dispose of the Water System or any part thereof essential to the proper operation of the Water System or to the maintenance of the Net Revenues except as herein expressly permitted. The City will not enter into any lease or agreement which impairs the operation of the Water System or any part thereof necessary to secure adequate Net Revenues for the payment of the interest on and principal or redemption price, if any, on the Bonds, or which would otherwise impair the rights of the holders of the Bonds with respect to the Net Revenues or the operation of the Water System. Any real or personal property which has become non-operative or which is not needed for the efficient and proper operation of the Water System, or any material or equipment which has worn out, may be sold at not less than the market value thereof without the consent of the holders of the Bonds if such sale will not reduce Net Revenues and if all of the Net Proceeds of such sale are deposited in the Water Fund.

(b) If all or any part of the Water System shall be taken by eminent domain proceedings, the Net Proceeds realized by the City therefrom shall be applied by the City (a) to the cost of acquiring or constructing or financing Improvements to the Water System, or (b) to redeem Bonds or any Parity Debt in accordance with the Indenture or the applicable Parity Debt Instruments.

SECTION 5.4. Insurance. The City covenants that it shall at all times maintain such insurance on the Water System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to such works or properties.

Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing and shall be payable to the City, or may be in the form of self-insurance by the

City. The City shall establish such fund or funds or reserves as it determines, in its sole judgment, are necessary to provide for its share of any such self-insurance.

All amounts collected from insurance against accident to or destruction of any portion of the Water System shall be used to repair or rebuild such damaged or destroyed portion of the Water System, and to the extent not so applied, shall be applied to redeem Bonds or any Parity Debt in accordance with the Indenture or the applicable Parity Debt Instruments.

SECTION 5.5. Records and Accounts. The City covenants that it shall keep proper books of record and accounts of the Water System, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Water System. Said books shall, upon reasonable request, be subject to the inspection of the Owners of not less than 10% of the Outstanding Bonds or their representatives authorized in writing.

The City covenants that it will cause the books and accounts of the Water System to be audited annually by an Independent Certified Public Accountant and will make available for inspection by the Bond Owners, upon reasonable request, a copy of the report of such Independent Certified Public Accountant.

The City covenants that it will cause to be prepared annually, not more than 180 days after the close of each Fiscal Year, as a part of its regular annual financial report, a summary statement showing the amount of Gross Revenues and the amount of all other funds collected which are required to be pledged or otherwise made available as security for payment of principal of and interest on the Bonds, the disbursements from the Gross Revenues and other funds in reasonable detail. The City shall furnish a copy of the statement to the Trustee, and upon written request, to any Bond Owner.

SECTION 5.6. Rates and Charges.

(a) The City shall fix, prescribe, revise and collect rates and charges for the Water System during each Fiscal Year which are at least sufficient, after making allowances for contingencies and error in the estimates, to produce Gross Revenues which will be sufficient to pay the following amounts:

(i) all Operations and Maintenance Costs of the Water System estimated by the City to become due and payable in such Fiscal Year;

(ii) the Installment Payments and debt service on any Parity Debt;

(iii) all other payments required for compliance with this Agreement, the Indenture and the Parity Debt Instruments; and

(iv) all payments required to meet any other obligations of the City that are charges, liens, encumbrances upon or payable from the Gross Revenues of the Water System or the Net Revenues of the Water System.

(b) In addition, the City shall fix, prescribe, revise and collect charges for the Water System during each Fiscal Year which are sufficient to yield Net Revenues at least equal to 120% of the amounts payable under the preceding clause (a)(ii) in such Fiscal Year. For purposes of this paragraph, the amount of Net Revenues for a Fiscal Year will be computed on the basis that any transfers into the Water Fund in such Fiscal Year from the Rate Stabilization Fund are

included in the calculation of Net Revenues (except to the extent of amounts transferred into the Rate Stabilization Fund from Gross Revenues received by the City in such Fiscal Year, so as to avoid double-counting), as provided in this Agreement.

SECTION 5.7. Superior and Subordinate Obligations. The City may not issue or incur any additional bonds or other obligations during the Term of this Agreement having any priority in payment of principal or interest out of the Net Revenues over the Installment Payments. Nothing herein is intended or shall be construed to limit or affect the ability of the City to issue, enter into or incur (a) Parity Debt under Section 5.8, or (b) obligations which are either unsecured or which are secured by an interest in the Net Revenues which is junior and subordinate to the pledge of and lien upon the Net Revenues established hereunder.

SECTION 5.8. Issuance of Parity Debt. In addition to the Installment Payments, the City may, by a Parity Debt Instrument, issue or incur other loans, advances or indebtedness payable from Net Revenues to be derived from the Water System, to provide financing for the Water System, in such principal amount as shall be determined by the City. The City may issue or incur any such Parity Debt subject to the following specific conditions that are hereby made conditions precedent to the issuance and delivery of such Parity Debt:

(a) The City shall be in compliance with all covenants set forth in this Agreement and in the Indenture.

(b) The Net Revenues of the Water System, calculated on generally accepted accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent 12-month period selected by the City ending not more than 60 days prior to the adoption of the Parity Debt Instrument pursuant to which such Parity Debt are issued, as shown by the books of the City, plus, at the option of the City, any or all of the items hereinafter in this paragraph designated (i) and (ii), shall at least equal 120% of Maximum Annual Debt Service, with Maximum Annual Debt Service calculated on all bonds and other obligations to be outstanding immediately subsequent to the issuance of such Parity Debt which have a lien on Net Revenues of the Water System. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Parity Debt hereunder are the following:

(i) An allowance for Net Revenues from any additions to or improvements or extensions of the Water System to be made with the proceeds of such Parity Debt, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year or such 12-month period, were not in service, all in an amount equal to 90% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period in which each addition, improvement or extension is respectively to be in operation, all as shown in the written report of an Independent Consultant engaged by the City; and

(ii) An allowance for revenues projected to arise from any increase in the water rates and charges which has been approved by the City Council prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year or such 12-month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in water rates and charges had been in effect during the whole of such

Fiscal Year or such 12-month period, all as shown in the written report of an Independent Consultant engaged by the City. For the avoidance of doubt, a charge shall be considered to have been approved by the City Council and may be considered in the calculation of the allowance described in the previous sentence if the water rate and charge is part of a multi-year rate increase that has been approved by the City Council, even if the specific water rate and charge will not take effect until a subsequent Fiscal Year.

(c) The Parity Debt Instrument providing for the issuance of such Parity Debt under this Section 5.8 shall:

(i) Provide that the proceeds of such Parity Debt shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Water System, or otherwise for facilities, improvements or property which the City determines are of benefit to the Water System, or for the purpose of refunding any Parity Debt in whole or in part, including all costs (including costs of issuing such Parity Debt and including capitalized interest on such Parity Debt during any period which the City deems necessary or advisable) relating thereto;

(ii) specify the date on which interest on such Parity Debt will be payable; and

(iii) specify the date on which principal on such Parity Debt will be payable.

(d) Notwithstanding the foregoing, Parity Debt proposed to be issued for the purpose of refunding any Parity Debt may be issued without compliance with subsection (b) and (c)(i), so long as such refunding results in lower Debt Service in each Fiscal Year after such refunding and the final maturity (or termination) date of the refunding Parity Debt is no later than the final maturity (or termination) date of the refunded Parity Debt. For clarity, Parity Debt may or may not be secured by a debt service reserve fund.

SECTION 5.9. Maintenance and Operation of Water System in Efficient and Economical Manner. The City covenants and agrees to maintain and operate the Water System in an efficient and economical manner and to operate, maintain and preserve the Water System in good repair and working order.

SECTION 5.10. Assignment and Amendment. The Authority and the City may at any time amend or modify any of the provisions of this Agreement, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Bonds; or (b) without the consent of the Trustee or any of the Bond Owners, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, to conform to the original intention of the City and the Authority;

(iii) to modify, amend or supplement this Agreement in such manner as to assure that the interest on the Bonds remains excluded from gross income under the Tax Code (provided that this provision shall not apply to bonds the interest on which is intended to be included in gross income for purposes of federal income taxation);

(iv) in any other respect whatsoever as the Authority and the City deem necessary or desirable, if in the opinion of Bond Counsel such modifications or amendments do not materially adversely affect the interests of the Owners of the Bonds; and

(v) to provide for the issuance of Parity Debt pursuant to Section 5.8 hereof, including the addition of any provisions required with respect to Parity Debt relating to Variable Rate Bonds, and to Swap Agreements.

No such modification or amendment may extend or have the effect of extending any Installment Payment Date or reducing any Installment Payment or any premium payable upon the prepayment thereof, without the express consent of the Owners of the affected Bonds, or modify any of the rights or obligations of the Trustee without its written assent thereto.

SECTION 5.11. Continuing Disclosure. The City hereby covenants and agrees to comply with and carry out all of the provisions of each Continuing Disclosure Certificate, as originally executed as of the date of issuance and delivery of the Bonds, and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this Agreement, failure by the City to comply with the Continuing Disclosure Certificate shall not constitute a default hereunder or under the Indenture of Trust; *provided, however*, that any Participating Underwriter or any Owner or beneficial owner of the Bonds may take such action as may be necessary and appropriate to compel performance by the City of its obligations under this Section, including seeking mandamus or specific performance by court order. All capitalized terms used but not defined in this Section shall have the meanings given in the Continuing Disclosure Certificate.

SECTION 5.12. Rate Stabilization Fund. The City has previously established a rate stabilization fund for the Water System (the "Rate Stabilization Fund"). From time to time the City may deposit amounts in the Rate Stabilization Fund, from any source of legally available funds, including but not limited to Net Revenues that are released from the pledge and lien which secures the Installment Payments and any Parity Debt, as the City may determine.

The City may, but is not required to, withdraw from any amounts on deposit in a Rate Stabilization Fund and deposit such amounts in the Water Fund within 210 days following the end of any Fiscal Year. Amounts so transferred from a Rate Stabilization Fund to the Water Fund shall constitute Gross Revenues for the applicable Fiscal Year (except to the extent of amounts transferred into the Rate Stabilization Fund from Gross Revenues received by the City in such Fiscal Year, so as to avoid double-counting), and shall be applied for the purposes of the Water Fund. Amounts on deposit in a Rate Stabilization Fund shall not be pledged to or otherwise secure the Installment Payments or any Parity Debt. The City has the right at any time to withdraw any or all amounts on deposit in a Rate Stabilization Fund and apply such amounts for any lawful purposes of the City.

ARTICLE VI

EVENTS OF DEFAULT

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

(a) Failure by the City to pay any Installment Payment when due and payable hereunder.

(b) Failure by the City to pay any Additional Payment when due and payable hereunder, and the continuation of such failure for a period of 30 days.

(c) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding clauses (a) or (b), for a period of 60 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority or the Trustee; *provided, however,* that if the City notifies the Authority and the Trustee that in its reasonable opinion the failure stated in the notice can be corrected, but not within such 60-day period, such failure will not constitute an event of default hereunder if the City commences to cure such failure within such 60 day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.

(d) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

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

SECTION 6.2. Remedies on Default. If an Event of Default occurs and is continuing, the Trustee as assignee of the Authority has the right, at its option and without any further demand or notice, to take any one or more of the following actions:

(a) Declare all principal components of the unpaid Installment Payments, together with accrued interest thereon at the Overdue Rate from the immediately preceding Interest Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall immediately become due and payable.

Notwithstanding the foregoing provisions of this subsection (a), the Trustee shall rescind and annul such declaration and its consequences if, before any judgment or decree for the payment of the moneys due has been obtained or entered, (i) the City deposits with the Trustee a sum sufficient to pay all principal components of the Installment Payments coming due prior to such declaration and all matured interest components (if any) of the Installment Payments, with interest

on such overdue principal and interest components calculated at the Overdue Rate, and (ii) the City pays the reasonable expenses of the Trustee (including any fees and expenses of its attorneys), and (iii) any and all other defaults known to the Trustee (other than in the payment of the principal and interest components of the Installment Payments due and payable solely by reason of such declaration) have been made good. No such rescission and annulment will extend to or shall affect any subsequent default, or impair or exhaust any right or power consequent thereon.

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due or thereafter to become due during the Term of this Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement.

(c) As a matter of right, in connection with the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Bond Owners hereunder, cause the appointment of a receiver or receivers of the Gross Revenues and other amounts pledged hereunder, with such powers as the court making such appointment may confer.

SECTION 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive. Every such remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VI, it is not necessary to give any notice, other than such notice as may be required in this Article VI or by law.

SECTION 6.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Agreement defaults under any of the provisions hereof and the nondefaulting party, the Trustee or the Owner of any Bonds employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party, the Trustee or such Owner, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred. The provisions of this Section 6.4 survive the expiration of the Term of this Agreement.

SECTION 6.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and does not waive any other breach hereunder.

SECTION 6.6. Trustee and Bond Owners to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VI have been assigned by the Authority to the Trustee under the Indenture, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners of the Bonds as provided in the Indenture.

ARTICLE VII

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 7.1. Security Deposit. Notwithstanding any other provision hereof, the City may on any date secure the payment of Installment Payments, in whole or in part, by irrevocably depositing with the Trustee an amount of cash which, together with other available amounts, is either:

(a) sufficient to pay all such Installment Payments, including the principal and interest components thereof, when due under Section 4.4(a), or

(b) invested in whole or in part in non-callable Defeasance Obligations in such amount as will, in the opinion of an Independent Certified Public Accountant (which opinion is addressed and delivered to the Trustee), together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay all such Installment Payments when due under Section 4.4(a) or when due on any optional prepayment date under Section 7.2, as the City instructs at the time of said deposit.

If the City makes a security deposit under this Section for the payment of all remaining Installment Payments, all obligations of the City hereunder, and the pledge of Net Revenues and all other security provided by this Agreement for said obligations, will thereupon cease and terminate, excepting only the obligation of the City to make, or cause to be made, all Installment Payments from the security deposit. The security deposit will be deemed to be and will constitute a special fund for the payment of the Installment Payments in accordance with the provisions hereof.

SECTION 7.2. Optional Prepayment Relating to the 2024 Bonds. The City may exercise its option to prepay the principal components of the Installment Payments relating to the 2024 Bonds in whole or in part on any date on or after October 1, 20___. The City may exercise such option by payment of a prepayment price equal to the sum of (a) the aggregate principal components of the Installment Payments relating to the 2024 Bonds to be prepaid, (b) the interest component of the Installment Payment relating to the 2024 Bonds required to be paid on or accrued to such date, and (c) the premium (if any) then required to be paid upon the corresponding redemption of the 2024 Bonds under Section 4.01(a) of the Indenture. The Trustee shall deposit the prepayment price in the Redemption Fund to be applied to the redemption of 2024 Bonds under Section 4.01(a) of the Indenture. If the City prepays the Installment Payments in part but not in whole, the principal components will be prepaid among such maturities and in such integral multiples of $5,000 as the City designates in written notice to the Trustee.

SECTION 7.3. Mandatory Prepayment From Proceeds of Insurance, Sale or Condemnation. The City shall prepay the Installment Payments on any date, in whole, or in part among maturities on a pro rata basis in any integral multiple of $5,000, from and to the extent of any proceeds of insurance, sale or condemnation awards with respect to the Water System theretofore paid to the Trustee for such purpose under Sections 5.3 or 5.4. The City and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Installment Payments, will be deposited in the Redemption Fund and credited towards the City's obligations under this Section 7.3.

SECTION 7.4. Credit for Amounts on Deposit. If the City prepays the Installment Payments in full under this Article VII, such that the Indenture is discharged by its terms as a result of the prepayment, and upon payment in full of all Additional Payments and other amounts then due and payable hereunder, all available amounts then on deposit in the funds and accounts established under the Indenture shall be credited towards the amounts then required to be so prepaid.

ARTICLE VIII

MISCELLANEOUS

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

SECTION 8.2. Notices. Any notice, request, complaint, demand or other communication under this Agreement must be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopier or other form of telecommunication, at its number set forth below. Notice is effective either (a) upon transmission by fax or other form of telecommunication, (b) upon actual receipt after deposit in the United States of America mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City or the Authority:	City of St. Helena 1088 College Avenue St. Helena, CA 94574 Attention: Administrative Services Director
If to the Trustee:	U.S. Bank Trust Company, National Association One California Street, Suite 1000 San Francisco, CA 94111 Attention: Global Corporate Trust

SECTION 8.3. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of California.

SECTION 8.4. Binding Effect. This Agreement inures to the benefit of and is binding upon the Authority and the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 8.5. Severability of Invalid Provisions. If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the City each hereby declares that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

SECTION 8.6. Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, are solely for convenience of reference and do not affect the meaning, construction or effect of this Agreement. All references herein to “Articles,” “Sections” and other subdivisions are to the

corresponding Articles, Sections or subdivisions of this Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender mean and include words of the feminine and neuter genders.

SECTION 8.7. Payment on Non-Business Days. Whenever any payment is required to be made hereunder on a day that is not a Business Day, such payment shall be made on the immediately preceding Business Day.

SECTION 8.8. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and all of which together constitute but one and the same instrument.

SECTION 8.9. Waiver of Personal Liability. No member of the City Council, officer, agent or employee of the City has any individual or personal liability for the payment of Installment Payments or Additional Payments or be subject to any personal liability or accountability by reason of this Agreement; but nothing herein contained relieves any such member of the City Council, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

SECTION 8.10. Trustee as Third Party Beneficiary. The Trustee is hereby made a third party beneficiary hereof and is entitled to the benefits of this Agreement with the same force and effect as if the Trustee was a party hereto.

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

ST. HELENA FINANCING AUTHORITY, *as Seller*

By: _____
Mandy Kellogg
Treasurer

CITY OF ST. HELENA, *as Purchaser*

By: _____
Mandy Kellogg
Administrative Services Director

[Signature Page to Installment Sale Agreement dated as of _____ 1, 2024]

APPENDIX A

SCHEDULE OF INSTALLMENT PAYMENTS

Interest Payment Date[1]	Principal Component	Interest Component	Total Payment

Interest Payment Date[1]	Principal Component	Interest Component	Total Payment
TOTALS			

(1) Installment Payment Dates are the third (3rd) Business Day immediately preceding each Interest Payment Date shown in the table.

APPENDIX B

DESCRIPTION OF 2024 WATER PROJECT

The 2024 Water Project will consist of the following improvements, and any other improvements to the Water System approved by the City Council:

- Water Main Replacement
- Water Tank
- Condition Assessment
- Design and Construction with Napa intertie pump station
- Risk and resilience assessment
- Cybersecurity implementation
- Smart Water Meters

EXHIBIT 5

Jones Hall Draft of May 14, 2024

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED JUNE ____, 2024

NEW ISSUE – FULL BOOK-ENTRY

S&P RATING (Insured): "___"
S&P RATING (Underlying): "___"
See "RATINGS" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2024 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2024 Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, interest on the 2024 Bonds is exempt from California personal income taxes. See "TAX MATTERS."

$_____*
ST. HELENA FINANCING AUTHORITY
2024 WATER REVENUE BONDS

Dated: Date of Delivery **Due: April 1, as shown on inside cover**

Authority for Issuance. The bonds captioned above (the "2024 Bonds") are being issued by the St. Helena Financing Authority (the "Authority") under a resolution adopted by the governing body of the Authority, the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Bond Law"), and an Indenture of Trust dated as of July 1, 2024 (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee. See "THE 2024 BONDS – Authority for Issuance."

Use of Proceeds. The 2024 Bonds are being issued to provide funds to (i) assist the City of St. Helena (the "City") with financing certain improvements to the City's water system (as further defined herein, the "Water System"), and (ii) pay the costs of issuing the 2024 Bonds. See "FINANCING PLAN."

Security for the 2024 Bonds. The 2024 Bonds are special obligations of the Authority, payable from the "Revenues" pledged under the Indenture, which consist primarily of installment payments (the "Installment Payments") payable by the City to the Authority under an Installment Sale Agreement, dated as of July 1, 2024 (the "Installment Sale Agreement") pursuant to which the City is purchasing the Water System improvements being financed. Repayment of the Installment Payments is secured by a pledge of the "Net Revenues" of the Water System. See "SECURITY FOR THE 2024 BONDS."

Parity Debt. There are currently outstanding obligations payable from the Net Revenues of the Water System, as described herein. Additional series of bonds or other debt may be issued in the future that are payable from Net Revenues on a parity with the Installment Payments, subject to the conditions contained in the Installment Sale Agreement. See "SECURITY FOR THE 2024 BONDS – Parity Debt."

Bond Terms; Book-Entry Only. The 2024 Bonds will bear interest at the rates shown on the inside cover, payable semiannually on April 1 and October 1 of each year, commencing on October 1, 2024, and will be issued in fully registered form without coupons in the denomination of $5,000 or any integral multiple of $5,000. The 2024 Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchasers of the 2024 Bonds will not receive certificates representing their interests in the 2024 Bonds. Payments of the principal of, premium, if any, and interest on the 2024 Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the 2024 Bonds. See "THE 2024 BONDS – General Bond Terms."

Redemption. **The 2024 Bonds are subject to redemption prior to maturity. See "THE 2024 BONDS – Redemption."**

Bond Insurance and Reserve Fund Insurance. [To come]

THE 2024 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED BY THE REVENUES, WHICH CONSIST PRIMARILY OF THE INSTALLMENT PAYMENTS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE INSTALLMENT PAYMENTS. THE 2024 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, OR LIEN, OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE REVENUES AS DESCRIBED HEREIN.

MATURITY SCHEDULE
(see inside cover)

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE 2024 BONDS. INVESTMENT IN THE BONDS INVOLVES RISKS THAT MAY NOT BE APPROPRIATE FOR SOME INVESTORS. SEE "BOND OWNERS' RISKS."

The 2024 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed upon for the City by Jones Hall, A Professional Law Corporation, as Disclosure Counsel, and by the City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the 2024 Bonds, in book-entry only form, will be available through the facilities of DTC on or about July _____, 2024.

[Oppenheimer Logo]

The date of this Official Statement is: _____, 2024.

* Preliminary; subject to change.

MATURITY SCHEDULE

$_____ Serial Bonds
(Base CUSIP†: _____)

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ _____% Term Bond Due October 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP is a Registered Trademark of The American Bankers Association. FactSet Research Systems Inc. operates The CUSIP Service Bureau for the ABA. These data are not intended to create a database and do not serve in any way as a substitute for the CUSIP services. Neither the Authority, the City nor the Underwriter is responsible for the selection or correctness of the CUSIP numbers set forth above.

ST. HELENA FINANCING AUTHORITY
(Napa County, California)

GOVERNING BOARD OF THE AUTHORITY AND CITY COUNCIL OF THE CITY

Paul Dohring, *Chair/Mayor*
Eric Hall, *Vice-Chair/Vice-Mayor*
Anna Chouteau, *Boardmember/Councilmember*
Billy Summers, *Boardmember/Councilmember*
Patrick Kenealy, *Boardmember/Councilmember*

AUTHORITY/CITY OFFICIALS

Anil Comelo, *City Manager*
April Mitts, *Assistant City Manager*
Mandy Kellogg, *Administrative Services Director*
Cindy Tzafopoulos, *City Clerk*
Ethan Walsh of Best, Best & Krieger LLP, *City Attorney*

SPECIAL SERVICES

Municipal Advisor
Del Rio Advisors, LLC
Modesto, California

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Trustee
U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the 2024 Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the 2024 Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City or the Water System since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the 2024 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the 2024 Bonds.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Stabilization of and Changes to Offering Prices. The Underwriter may over allot or take other steps that stabilize or maintain the market price of the 2024 Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the 2024 Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Bonds are Exempt from Securities Laws Registration. The issuance and sale of the 2024 Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

Internet Site. The City maintains an internet site; however, none of the information contained on that internet site is incorporated by reference in this Official Statement.

[REGIONAL LOCATION MAP]

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OFFICIAL STATEMENT

$_____*
ST. HELENA FINANCING AUTHORITY
2024 WATER REVENUE BONDS

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. Capitalized terms used but not defined in this Official Statement have the meanings given in the Indenture (as defined below). See "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents."

The Authority and the City. The St. Helena Financing Authority (the "**Authority**") is a joint exercise of powers authority established by the City of St. Helena (the "**City**") and the California Statewide Communities Development Authority pursuant to a Joint Exercise of Powers Agreement, dated as of December 14, 2021, for the purpose, among others, of having the Authority issue its bonds to finance the acquisition, construction and improvement of certain public capital improvements in the City. The City is a general law city located in the County of Napa (the "**County**") in the San Francisco Bay Area. For background, demographic and economic information regarding the City and the County, see APPENDIX D.

Authority for Issuance. The bonds captioned above (the "**2024 Bonds**") are being issued by the Authority under a resolution adopted by the governing body of the Authority, the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "**Bond Law**"), and an Indenture of Trust dated as of July 1, 2024 (the "**Indenture**"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee. See "THE 2024 BONDS – Authority for Issuance."

Purpose of the 2024 Bonds. The 2024 Bonds are being issued to provide funds to (i) assist the City with financing certain improvements to the City's water system (as further defined herein, the "**Water System**"), and (ii) pay the costs of issuing the 2024 Bonds. See "FINANCING PLAN."

* Preliminary; subject to change.

Security for the 2024 Bonds. The 2024 Bonds are special obligations of the Authority, payable from the "Revenues" pledged under the Indenture, which consist primarily of installment payments (the "**Installment Payments**") payable by the City to the Authority under an Installment Sale Agreement, dated as of July 1, 2024 (the "**Installment Sale Agreement**") pursuant to which the City is purchasing the Water System improvements being financed. Repayment of the Installment Payments is secured by a pledge of the "Net Revenues" of the Water System. "**Net Revenues**" are generally defined as the "Gross Revenues" received from the Water System, less the amount of "Operations and Maintenance Costs" of the Water System (as those terms are defined in the Indenture). See "SECURITY FOR THE 2024 BONDS."

Parity Debt. The City currently has two long-term debt obligations payable from Net Revenues on parity with the Installment Payments, and may incur additional parity obligations ("**Parity Debt**") in the future, subject to the conditions set forth in the Installment Sale Agreement. See "SECURITY FOR THE 2024 BONDS – Parity Debt."

The existing Parity Debt consists of:

- "**2012 Installment Purchase Agreement**," which means the Installment Sale Agreement, dated June 1, 2012, between the City and the California Statewide Communities Development Authority, together with any amendments thereof and supplements thereto, currently outstanding in the principal amount of $_____; and

- "**2019 Loan Agreement**," which means the Loan Agreement, dated March 14, 2019, between the City and JPMorgan Chase Bank, N.A., together with any amendments thereof and supplements thereto, currently outstanding in the principal amount of $_____.

See "THE WATER SYSTEM – Outstanding Indebtedness" for additional details on the 2012 Installment Purchase Agreement and the 2019 Loan Agreement.

Rate Covenants. Under the Installment Sale Agreement, the City is obligated to fix, prescribe, revise, and collect rates and charges for the Water System during each Fiscal Year that are sufficient, after making allowances for contingencies and error in the estimates, to produce Net Revenues of at least 120% of the Installment Payments and debt service on any Parity Debt.

Under the Installment Sale Agreement, the City must also fix, prescribe, revise and collect rates and charges for the Water System during each Fiscal Year which are at least sufficient, after making allowances for contingencies and error in the estimates, to produce Gross Revenues which will be sufficient to pay the following amounts: (i) all Operations and Maintenance Costs of the Water System estimated by the City to become due and payable in such Fiscal Year; (ii) the Installment Payments and debt service on any Parity Debt; (iii) all other payments required for compliance with this Agreement, the Indenture and the Parity Debt Instruments; and (iv) all payments required to meet any other obligations of the City that are charges, liens, encumbrances upon or payable from the Gross Revenues of the Water System or the Net Revenues of the Water System.

The rate covenants in the 2012 Installment Purchase Agreement and 2019 Loan Agreement require the City to maintain Net Revenues of at least 125% of the Installment

Payments and debt service on any Parity Debt. So, the City will be required to meet that higher standard for so long as that Parity Debt is outstanding.

See “SECURITY FOR THE 2024 BONDS – Rate Covenants.”

Bond Insurance and Reserve Fund Insurance. [To come]

Risks of Investment. The 2024 Bonds are repayable from the Revenues, which are primarily secured by the Installment Payments payable by the City from the Net Revenues of the Water System. For a discussion of some of the risks associated with the purchase of the 2024 Bonds, see “BOND OWNERS’ RISKS.”

THE 2024 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED BY THE REVENUES, WHICH CONSIST PRIMARILY OF THE INSTALLMENT PAYMENTS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE INSTALLMENT PAYMENTS. THE 2024 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, OR LIEN, OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE REVENUES AS DESCRIBED HEREIN.

FINANCING PLAN

The 2024 Bonds are being issued to provide funds to (i) assist the City with financing certain improvements to the Water System (as described herein, the "**Project**"), and (ii) pay the costs of issuing the 2024 Bonds.

The Project

The Project is expected to consist primarily of projects identified in the Water System's capital improvement program, including but not limited to the following:

- Water Main Replacement
- Water Tank
- Condition Assessment
- Design and Construction with Napa intertie pump station
- Risk and resilience assessment
- Cybersecurity implementation
- Smart Water Meters

Preliminary design work for each of the components of the Project is either underway or complete. The Project is anticipated to be completed within three years. For additional information on the projects identified in the capital improvement program and expected to be funded by the 2024 Bonds, see "THE WATER SYSTEM – Capital Improvement Program."

As provided in the Indenture and the Installment Sale Agreement, amounts not used for the above-described projects may be expended for other improvements to the Water System approved by the City Council.

Sources and Uses of Funds

The estimated sources and uses of funds relating to the 2024 Bonds are as follows:

Sources:	
Principal Amount of 2024 Bonds	$
Plus/Less [Net] Original Issue Premium/Discount	
Total Sources	$
Uses:	
Project Fund	
Costs of Issuance[(1)]	
Total Uses	$

(1) Costs of Issuance include legal fees, Municipal Advisor's fee, Underwriter's discount, printing costs, rating agency fees, [bond insurance and reserve fund insurance premiums,] and other expenses related to the issuance of the 2024 Bonds.

THE 2024 BONDS

This section provides summaries of the 2024 Bonds and certain provisions of the Indenture. See APPENDIX A for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

Authority for Issuance

The 2024 Bonds are being issued by the Authority under a resolution adopted by the governing body of the Authority on _____, 2024, the Bond Law, and the Indenture. The City, pursuant to a resolution adopted by the City Council of the City on _____, 2024, has also approved of the issuance of the Bonds and the distribution of the Official Statement.

General Bond Terms

Bond Terms. The 2024 Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of $5,000 or any integral multiple of $5,000, so long as no 2024 Bond has more than one maturity date. The 2024 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside cover page of this Official Statement.

Payments. Interest on the 2024 Bonds will be payable on April 1 and October 1 of each year to maturity (each an "**Interest Payment Date**"), commencing October 1, 2024.

Interest on the 2024 Bonds will be payable on each Interest Payment Date to the person whose name appears on the Bond Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check or draft of the Trustee mailed by first class mail to the Owner or, at the option of any Owner of at least $1,000,000 aggregate principal amount of the 2024 Bonds with respect to which written instructions have been filed with the Trustee prior to the applicable Record Date, by wire transfer, at the address of such Owner as it appears on the Bond Registration Books.

If there exists a default in payment of interest due on such Interest Payment Date, such interest will be payable on a payment date established by the Trustee to the persons in whose names the 2024 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered Owners of the 2024 Bonds not less than 15 days preceding such special record date.

Principal of and premium (if any) on any 2024 Bond will be paid upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee. Both the principal of and interest and premium (if any) on the 2024 Bonds will be payable in lawful money of the United States of America.

However, as long as Cede & Co. is the registered owner of the 2024 Bonds, as described below, payments of the principal of, premium, if any, and interest on the 2024 Bonds will be made directly to DTC, or its nominee, Cede & Co.

Calculation of Interest. The 2024 Bonds will be dated the Closing Date and bear interest based on a 360-day year comprised of twelve 30-day months from the Interest Payment Date next preceding the date of authentication thereof, unless said date of authentication is an Interest Payment Date, in which event such interest is payable from such date of authentication, and

unless said date of authentication is prior to October 1, 2024, in which event such interest is payable from the Closing Date; provided, however, that if, as of the date of authentication of any 2024 Bond, interest thereon is in default, such 2024 Bond will bear interest from the date to which interest has previously been paid or made available for payment thereon in full.

Record Date. The Indenture defines the "**Record Date**" for the 2024 Bonds as the 15th calendar day of the month preceding an Interest Payment Date.

Book-Entry Only System. The 2024 Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company ("**DTC**"), New York, New York, as the initial securities depository for the 2024 Bonds. Ownership interests in the 2024 Bonds may be purchased in book-entry form only. Purchasers of the 2024 Bonds will not receive physical bonds representing their ownership interests in the 2024 Bonds purchased.

Principal and interest payments with respect to the 2024 Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the 2024 Bonds. See "APPENDIX F – DTC and the Book-Entry Only System."

So long as the 2024 Bonds are registered in the name of Cede & Co., as nominee of DTC, references in this Official Statement to the "owners" mean Cede & Co., and not the purchasers or Beneficial Owners of the 2024 Bonds. See "APPENDIX F – DTC and the Book-Entry Only System."

Redemption*

Optional Redemption. The 2024 Bonds maturing on or before October 1, 20__, are not subject to optional redemption prior to their respective stated maturity dates. The 2024 Bonds maturing on or after October 1, 20__, are subject to redemption in whole, or in part at the Written Request of the Authority among maturities on such basis as the Authority may designate and by lot within a maturity, at the option of the Authority, on any date on or after October 1, 20__, from any available source of funds, at a redemption price equal to the principal amount of the 2024 Bonds to be redeemed, plus accrued interest to the date of redemption, without premium

Special Mandatory Redemption from Insurance and Sale Proceeds. The 2024 Bonds are subject to mandatory redemption, on any date, in whole, or in part on a pro rata basis among maturities, from the net proceeds of insurance, sale or condemnation credited towards the prepayment of the Installment Payments by the City under the Installment Sale Agreement, at a redemption price equal to the principal amount represented thereby to be prepaid, without premium, together with accrued interest represented thereby to the redemption date.

Mandatory Sinking Fund Redemption. The 2024 Bonds maturing on October 1, 20__ and October 1, 20__ (the "**2024 Term Bonds**") are also be subject to redemption, by lot, on October 1 in each of the years as set forth in the following tables, from deposits made for such purpose pursuant to the Indenture, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof may be purchased, in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of the 2024 Term Bonds have been redeemed pursuant to paragraphs described above, the total

* *Preliminary; subject to change.*

amount of all future payments with respect to such 2024 Term Bonds shall be reduced by the aggregate principal amount of such 2024 Term Bonds so redeemed, to be allocated among such payments in integral multiples of $5,000 as determined by the Authority (written notice of which determination shall be given by the Authority to the Trustee).

2024 Term Bonds Maturing October 1, 20__

Sinking Fund Redemption Date (October 1)	Principal Amount To Be Redeemed

2024 TERM BONDS Maturing April 1, 20__

Sinking Fund Redemption Date (October 1)	Principal Amount To Be Redeemed

In lieu of mandatory sinking fund redemption of the 2024 Term Bonds, amounts on deposit in the Bond Fund (to the extent not required to be deposited by the Trustee in the Interest Account or the Principal Account pursuant to the Indenture during the current Bond Year) may also be used and withdrawn by the Authority, upon the Written Request of the Authority delivered to the Trustee, at any time for the purchase of such 2024 Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Authority may in its discretion determine. The par amount of any of such Term Bonds so purchased by the Authority in any twelve-month period ending on October 1 in any year shall be credited towards and shall reduce the par amount of such Term Bonds required to be redeemed pursuant to this provision on the next succeeding October 1.

***Notice of Redemption*.** The Trustee shall mail notice of redemption of the 2024 Bonds by first class mail, postage prepaid, not less than 20 nor more than 60 days before any redemption date, to the respective Owners of any 2024 Bonds designated for redemption at their addresses appearing on the Bond Registration Books and to one or more Securities Depositories and to the Information Services. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the 2024 Bonds (or all 2024 Bonds of a single maturity) are to be redeemed, the CUSIP numbers and (in the event that not all 2024 Bonds within a maturity are called for redemption) 2024 Bond numbers of the 2024 Bonds to be redeemed and the maturity or maturities of the 2024 Bonds to be redeemed, and in the case of 2024 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said 2024 Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered.

Each notice relating to a redemption pursuant to the optional redemption or special mandatory redemption provisions described above shall further state that such redemption may be rescinded by the Authority on or prior to the date set for redemption. Neither the failure to receive any notice nor any defect therein shall affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of 2024 Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

Notwithstanding the foregoing, while the 2024 Bonds are subject to DTC's book-entry system, the Trustee will be required to give notice of redemption only to DTC as provided in the letter of representations executed by the City and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of redemption to the beneficial owners of the 2024 Bonds to be redeemed. Any failure of DTC to notify any Participant, or any failure of Participants to notify the Beneficial Owner of any 2024 Bonds to be redeemed, of a notice of redemption or its content or effect will not affect the validity of the notice of redemption, or alter the effect of redemption set forth in the Indenture.

Rescission of Redemption and Cancellation of Redemption Notice. The Authority shall have the right to rescind any redemption pursuant to the optional redemption or special mandatory redemption provisions described above by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the 2024 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Selection of 2024 Bonds for Redemption. With respect to the 2024 Bonds, whenever less than all of the 2024 Bonds of a maturity are to be selected for redemption, the Trustee shall determine, by lot, the numbers of the 2024 Bonds of such maturity to be redeemed, and shall notify the City thereof.

Partial Redemption of 2024 Bonds. Whenever provision is made in the Indenture for the redemption of less than all of the 2024 Bonds of a single maturity of the same issue, the Trustee shall select the 2024 Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee shall treat each 2024 Bond as consisting of separate $5,000 portions and each such portion shall be subject to redemption as if such portion were a separate 2024 Bond.

Registration, Transfer and Exchange

Bond Registration Books. The Trustee will keep or cause to be kept at its trust office sufficient Bond Registration Books for the registration and transfer of the Bonds, which will at all times during regular business hours, and upon reasonable notice, be open to inspection by the Authority; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as provided in the Indenture.

Transfer. Any 2024 Bond may, in accordance with its terms, be transferred, upon the Bond Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such 2024 Bond to the Trustee at its

Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall collect any tax or other governmental charge on the transfer of any 2024 Bonds under the Indenture. Whenever any 2024 Bond or 2024 Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new 2024 Bond or 2024 Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority shall pay the cost of printing 2024 Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of 2024 Bonds.

Exchange. The 2024 Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of 2024 Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any 2024 Bonds. The Authority shall pay the cost of printing 2024 Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of 2024 Bonds.

Limitations. The Trustee may refuse to transfer or exchange, under the provisions of the Indenture, any 2024 Bonds selected by the Trustee for redemption under the Indenture, or any 2024 Bonds during the period established by the Trustee for the selection of 2024 Bonds for redemption.

DEBT SERVICE SCHEDULE

Debt Service on 2024 Bonds. Annual debt service on the 2024 Bonds is presented below, assuming no early redemptions of the 2024 Bonds.

Period Ending October 1	Principal	Interest	Annual Debt Service
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total:			

Source: Underwriter.

Debt Service on Parity Debt. Annual debt service on the 2024 Bonds and other outstanding Parity Debt is presented below, assuming no early redemptions.

Period Ending October 1	2012 Install. Pur Agreement	2019 Loan Agreement	2024 Bonds Debt Service	Total Parity Debt Service
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				
2050				
2051				
2052				
2053				
2054				
Total:				

Source: City of St. Helena; Underwriter for 2024 Bonds.

SECURITY FOR THE 2024 BONDS

This section provides summaries of the security for the 2024 Bonds, and certain provisions of the Indenture and the Installment Sale Agreement. Unless the context otherwise requires, "Bonds" refers to the 2024 Bonds and any future Parity Debt outstanding under the Indenture. See APPENDIX A for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

General; Limited Obligation

The 2024 Bonds are special limited obligations of the Authority and will be payable from and secured by a charge and lien on the Revenues, consisting primarily of the Installment Payments to be made by the City under the Installment Sale Agreement, and all amounts held in any fund or account established and held by the Trustee under the Indenture (other than the Project Fund and the Cost of Issuance Fund). Neither the faith and credit nor the taxing power of the Authority, the City, the State of California or any political subdivision thereof is pledged to the payment of the Installment Payments or the principal or redemption price of or interest on the 2024 Bonds. Neither the payment of the principal of or interest on the 2024 Bonds nor the obligation of the City to make Installment Payments under the Installment Sale Agreement constitutes a debt of the City, the Authority, the State of California or any political subdivision thereof in contravention of the Constitution or the laws of the State of California.

Installment Payments; Pledge of Net Revenues

All of the Net Revenues are irrevocably pledged, charged and assigned to the punctual payment of the Installment Payments. Such pledge, charge and assignment constitutes a lien on the Net Revenues and such other moneys for the payment of the Installment Payments in accordance with the terms of the Installment Sale Agreement, which lien is on a parity with the pledge and lien which secures any future Parity Debt. For a description of existing and potential future Parity Debt see "– Parity Debt" below. As used in the Installment Sale Agreement and in the Indenture, the following terms have the following respective meanings:

Net Revenues. The Indenture defines "**Net Revenues**" as any Fiscal Year or other period of computation, Gross Revenues for such period, less the Operations and Maintenance Costs attributable to such period.

Gross Revenues. The Indenture defines "**Gross Revenues**" as, for each Fiscal Year, all gross income and revenue received or receivable by the City from the ownership or operation of the Water System, determined in accordance with generally accepted accounting principles, including all rates, fees, and charges (including connection fees and charges) as received by the City for the services of the Water System, and all other income and revenue howsoever derived by the City from the ownership or operation of the Water System or arising from the Water System, including all income from the deposit or investment of any money in the Water Fund or any rate stabilization fund of the City or held on the City's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

Operations and Maintenance Costs. The Indenture defines "**Operations and Maintenance Costs**" as the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Water System, determined in accordance with generally accepted accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the Water System in good repair and working

order, and including all reasonable and necessary administrative costs of the City that are charged directly or apportioned to the operation of the Water System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the Water System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor, amortization of intangibles and other non-cash charges (for example, OPEB and pension accruals).

Water System. The Indenture defines "**Water System**" as the entire system of the City for the treatment, production, storage and distribution of water within the service area of the City, including but not limited to all facilities, properties, lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City and determined to be part of the Water System by the City.

Receipt and Use of Gross Revenues under Installment Sale Agreement

Flow of Funds. The City has previously established the Water Fund, which the City will continue to hold and maintain for the purposes and uses set forth in the Installment Sale Agreement. The City shall deposit all of the Gross Revenues in the Water Fund immediately upon receipt. The City shall apply amounts in the Water Fund as set forth in the Installment Sale Agreement and any resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the City under which Parity Debt may be issued (collectively, "**Parity Debt Instruments**"). Amounts on deposit in the Water Fund shall be applied by the City to pay when due the following amounts in the following order of priority:

(i) all Operations and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operations and Maintenance Costs) as such Operations and Maintenance Costs become due and payable;

(ii) to the Trustee (or other recipient set forth in a Parity Debt Instrument) the amount needed to pay the Installment Payments and principal of, and interest on, any Parity Debt;

(iii) to the Trustee (or other recipient set forth in a Parity Debt Instrument) the amount of any deficiency in any reserve fund established for any Bonds or Parity Debt, the notice of which deficiency has been given to the City in accordance with the Indenture and the related Parity Debt Instruments, on a pro rata basis; and

(iv) as long as all of the foregoing payments, allocations and transfers are made at the times and in the manner set forth above, any moneys remaining in the Water Fund may at any time be treated as surplus and applied for any lawful purpose.

No Preference or Priority. Payment of the Installment Payments and the principal of and interest on any Parity Debt shall be made without preference or priority among the Installment Payments and such Parity Debt. If the amount of Net Revenues on deposit in the Water Fund is at any time insufficient to enable the City to pay when due the Installment Payments and the principal of and interest on any Parity Debt, such payments shall be made on a pro rata basis.

Receipt and Use of Revenues under Indenture

Assignment to Trustee. Under the Indenture, the Authority irrevocably transfers, assigns and sets over to the Trustee, without recourse to the Authority, all of its rights in the Installment Sale Agreement (excepting only the Authority's rights relating to indemnification and related matters), including but not limited to all of the Authority's rights to receive and collect all of the Installment Payments. The Trustee is entitled to collect and receive all of the Installment Payments, and any Installment Payments collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee is also entitled to and shall, subject to the provisions of the Indenture, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Installment Sale Agreement.

Deposit and Use of Revenues in Bond Fund. All Revenues (consisting, primarily, of the Installment Payments) shall be promptly deposited by the Trustee upon receipt in a special fund designated as the "Bond Fund" which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required under the Indenture or under the Installment Sale Agreement to be deposited in the Redemption Fund shall be promptly deposited in such fund. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under the Indenture, and (ii) any applicable fees and expenses of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

On or before each Interest Payment Date, the Trustee shall transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Bond Fund), the following amounts in the following order of priority:

Interest Account. The Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

Principal Account. The Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on each April 1, including the aggregate principal amount of the Term Bonds (if any) which are subject to mandatory sinking fund redemption on such April 1 pursuant to the Indenture. All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds on their respective maturity dates, including the aggregate principal amount of the Term Bonds (if any) which are subject to mandatory sinking fund redemption on such April 1 pursuant to the Indenture.

Deposit and Use of Revenues in Redemption Fund. The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received representing optional prepayments of the Installment Payments, in accordance with a

Written Request of the Authority. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of the Bonds to be redeemed under the optional redemption or special mandatory redemption provisions of the Indenture; *provided, however*, that at any time prior to the selection of Bonds for redemption, the Trustee may apply such amounts to the purchase of Bonds at public or private sale, when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed under a Written Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds.

Reserve Fund

[On the closing date for the 2024 Bonds, the City will deposit the reserve fund insurance policy with the Trustee. The reserve fund insurance policy will be issued in the amount of the Reserve Requirement, and be available to be drawn on in the event of deficiency in the payment of debt service on the 2024 Bonds.]

Rate Stabilization Fund

The City has previously established a rate stabilization fund for the Water System (the "**Rate Stabilization Fund**"). From time to time the City may deposit amounts in the Rate Stabilization Fund, from any source of legally available funds, including but not limited to Net Revenues that are released from the pledge and lien, which secures the Installment Payments and any Parity Debt, as the City may determine.

The City may, but is not required to, withdraw from any amounts on deposit in a Rate Stabilization Fund and deposit such amounts in the Water Fund within 210 days following the end of any Fiscal Year for the purpose of paying Debt Service coming due and payable in such Fiscal Year. Amounts so transferred from a Rate Stabilization Fund to the Water Fund will constitute Gross Revenues for the applicable Fiscal Year (except to the extent of amounts transferred into the Rate Stabilization Fund from Gross Revenues received by the City in such Fiscal Year), and will be applied for the purposes of the Water Fund. Amounts on deposit in a Rate Stabilization Fund will not be pledged to or otherwise secure the Installment Payments or any Parity Debt. All interest or other earnings on deposits in a Rate Stabilization Fund will be withdrawn therefrom at least annually and accounted for as Gross Revenues in the Water Fund. The City has the right at any time to withdraw any or all amounts on deposit in a Rate Stabilization Fund and apply such amounts for any lawful purposes of the City.

The City does not currently have any amounts set aside in a rate stabilization fund, but does maintain other reserves related to the Water System. See "THE WATER SYSTEM – Funds and Reserves."

Rate Covenants

Sum Sufficient Based on Gross Revenues. Under the Installment Sale Agreement, the City will fix, prescribe, revise and collect charges for the Water System during each Fiscal Year that are at least sufficient, after making allowances for contingencies and error in the estimates, to produce Gross Revenues which will be sufficient to pay the following amounts:

(a) all Operations and Maintenance Costs of the Water System estimated by the City to become due and payable in such Fiscal Year;

(b) the Installment Payments and Debt Service on any Parity Debt;

(c) all other payments required for compliance with the Installment Sale Agreement, the Indenture and the Parity Debt Instruments; and

(d) all payments required to meet any other obligations of the City that are charges, liens, encumbrances upon or payable from the Gross Revenues of the Water System or the Net Revenues of the Water System.

Debt Service Coverage Based on Net Revenues (120%). In addition, under the Installment Sale Agreement, the City will fix, prescribe, revise and collect Charges for the Water System during each Fiscal Year which are sufficient to yield Net Revenues at least equal to 120% of the Installment Payments and debt service on Parity Debt in such Fiscal Year. For purposes of this paragraph, the amount of Net Revenues for a Fiscal Year will be computed on the basis that any transfers into the Water Fund in such Fiscal Year from the Rate Stabilization Fund are included in the calculation of Net Revenues (except to the extent of amounts transferred into the Rate Stabilization Fund from Gross Revenues received by the City in such Fiscal Year), as provided in the Installment Sale Agreement.

Parity Debt Rate Covenants. The rate covenants in the 2012 Installment Purchase Agreement and 2019 Loan Agreement require the City to maintain Net Revenues of at least 125% of the Installment Payments and debt service on any Parity Debt. So, the City will be required to meet that higher standard for so long as that Parity Debt is outstanding.

Parity Debt

The City currently has two outstanding long-term debts payable from the Net Revenues on a parity basis with the Installment Payments: (i) the 2012 Installment Purchase Agreement, and (ii) the 2019 Loan Agreement.

In addition to the Installment Payments, the 2012 Installment Purchase Agreement, and the 2019 Loan Agreement, the City may issue or incur other loans, advances or indebtedness payable from the Net Revenues on a parity basis in the future, subject to the following specific conditions that are made conditions precedent to the issuance and delivery of such Parity Debt:

(a) The City will be in compliance with all covenants set forth in the Installment Sale Agreement and in the Indenture.

(b) The Net Revenues of the Water System, calculated on generally accepted accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent 12-month period selected by the City ending not more than 60 days prior to the adoption of the Parity Debt Instrument pursuant to which such Parity Debt are issued, as shown by the books of the City, plus, at the option of the City, any or all of the items hereinafter in this paragraph designated (i) and (ii), must at least equal 120% of Maximum Annual Debt Service, with Maximum Annual Debt Service calculated on all bonds and other obligations to be outstanding immediately subsequent to the issuance of such Parity Debt which have a lien on Net Revenues of the Water System. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Parity Debt under the Indenture are the following:

(i) An allowance for Net Revenues from any additions to or improvements or extensions of the Water System to be made with the proceeds of such Parity Debt, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year or such 12-month period, were not in service, all in an amount equal to 90% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period in which each addition, improvement or extension is respectively to be in operation, all as shown in the written report of an Independent Consultant engaged by the City; and

(ii) An allowance for revenues projected to arise from any increase in the Charges which has been approved by the City Council prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year or such 12-month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in Charges had been in effect during the whole of such Fiscal Year or such 12-month period, all as shown in the written report of an Independent Consultant engaged by the City. For the avoidance of doubt, a Charge shall be considered to have been approved by the City Council and may be considered in the calculation of the allowance described in the previous sentence if the Charge is part of a multi-year rate increase that has been approved by the City Council, even if the specific Charge will not take effect until a subsequent Fiscal Year.

(c) The Parity Debt Instrument providing for the issuance of such Parity Debt under the Installment Sale Agreement shall:

(i) Provide that the proceeds of such Parity Debt will be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Water System, or otherwise for facilities, improvements or property which the City determines are of benefit to the Water System, or for the purpose of refunding any Parity Debt in whole or in part, including all costs (including costs of issuing such Parity Debt and including capitalized interest on such Parity Debt during any period which the City deems necessary or advisable) relating thereto;

(ii) Specify the date on which interest on such Parity Debt will be payable; and

(iii) Specify the date on which principal on such Parity Debt will be payable.

(d) Notwithstanding the foregoing, Parity Debt proposed to be issued for the purpose of refunding any Parity Debt may be issued without compliance with subsection (b) and (c)(i), so long as such refunding results in lower Debt Service in each Fiscal Year after such refunding and the final maturity (or termination) date of the refunding Parity Debt is no later than the final maturity (or termination) date of the refunded Parity Debt.

As used above, "**Maximum Annual Debt Service**" means, as of the date of calculation, the maximum amount of Debt Service for the current or any future Fiscal Year. The calculation of "**Debt Service**" is set forth in APPENDIX A.

No Senior Debt

The City covenants in the Installment Sale Agreement to not issue or incur any additional bonds or other obligations during the term thereof having any priority in payment of principal or interest out of the Net Revenues over the Installment Payments. However, this covenant does not limit or affect the ability of the City to issue, enter into or incur additional Parity Debt as described above, or obligations which are either unsecured or which are secured on a basis which is junior and subordinate to the pledge of and lien upon the Net Revenues established under the Installment Sale Agreement.

Casualty Insurance and Eminent Domain Proceeds

Covenant to Maintain Insurance. The City covenants that it will at all times maintain such insurance on the Water System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to such works or properties.

Insurance Proceeds. All amounts collected from insurance against accident to or destruction of any portion of the Water System shall be used to repair or rebuild such damaged or destroyed portion of the Water System, and to the extent not so applied, shall be applied to redeem Bonds or any Parity Debt in accordance with the Indenture and applicable Parity Debt Instruments.

Eminent Domain Proceeds. If all or any part of the Water System is taken by eminent domain proceedings, the Net Proceeds realized by the City therefrom will be deposited by the City in a special fund in trust and applied by the City to the cost of acquiring or constructing or financing Improvements to the Water System, or to redeem Bonds or any Parity Debt in accordance with the Indenture and applicable Parity Debt Instruments.

THE AUTHORITY AND THE CITY

The Authority

The Authority was created by the City and the California Statewide Communities Development Authority pursuant to a Joint Exercise of Powers Agreement, dated as of December 14, 2021, for the purpose, among others, of having the Authority issue its bonds to finance the acquisition, construction and improvement of certain public capital improvements in the City. The members of the City Council serve as the governing board of the Authority, and certain City staff serve as the officers of the Authority. The Joint Exercise of Powers Agreement was entered into under Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California. The Authority is a separate entity constituting a public instrumentality of the State of California.

The City

The City is located in the County of Napa (the "**County**") in the State of California (the "**State**"). The City is in the center of the world famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834, first incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889. The City serves a population of approximately 5,355 residents.

The City is a full-service city, providing water, sewer, police and fire services to a community that encompasses an area of 4 square miles. The City is a general law city and operates under the Council-City Manager form of government. The City Council is the governing body of the City, and has the power to make and enforce all laws and set all policy related to municipal affairs. For background, demographic and economic information regarding the City and the County, see APPENDIX D.

City Pension Plans and OPEB

*This section contains certain information relating to California Public Employees' Retirement System ("**CalPERS**"). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City has not independently verified the information provided by CalPERS and makes no representations and expresses no opinion as to the accuracy of the information provided by CalPERS.*

The comprehensive annual financial reports of CalPERS are available on its Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference in this Official Statement. None of the Authority, City or Underwriter can guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or may be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

Plan Descriptions. All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (the "**Plan**") administered by CalPERS. The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool. Plan assets may be used

to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors eight rate plans (three miscellaneous and five safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the Plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

Benefits Provided. The Plan is a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. A full description of the Plan benefit provisions, assumptions for funding purposes but not accounting purposes, and membership information is listed in the June 30, 2021 Annual Actuarial Valuation Report. Details of the benefits provided can be obtained in Appendix B of the June 30, 2021 actuarial valuation report. This report is a publicly available valuation report that can be obtained at CalPERS' website under Forms and Publications.

The Plan provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous		
	Prior to December 18, 2012	On or after December 18, 2012	On or after January 1, 2013
Benefit Formula	2.0% @ 55	2.0% @ 60	2.0% @ 62
Benefit Vesting Schedule	5 years service	5 years service	5 years service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	55	60	62
Monthly Benefits, As a % of Eligible Comp.	(1)	(1)	(1)
Required Employee Contribution Rates	7.00%	7.00%	6.75%
Required Employer Contributions Rates	10.221% + $646,074	8.081% + $3,758	6.985% + $11,627

	Safety Police Plan		
	Prior to June 16, 2012	On or after December 18, 2012	On or after January 1, 2013
Benefit Formula	3.0% @ 50	3.0% @ 55	2.7% @ 57
Benefit Vesting Schedule	5 years service	5 years service	5 years service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	50	55	57
Monthly Benefits, As a % of Eligible Comp.	(1)	(1)	(1)
Required Employee Contribution Rates	9.00%	9.00%	12.0%
Required Employer Contributions Rates	21.927% + $272,257	20,073% + $2,243	13.034% + $1,402

	Safety Fire Plan	
	Prior to January 1, 2013	On or after January 1, 2013
Benefit Formula	½ Pay @ 55	2.0% @ 57
Benefit Vesting Schedule	5 years service	5 years service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55	57
Monthly Benefits, As a % of Eligible Comp.	(1)	(1)
Required Employee Contribution Rates	10.1%	10.0%
Required Employer Contributions Rates	10.363% + $1,208	10.216% + $1,634

(1) Depending on years of service

Source: St. Helena Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the fiscal year, with an additional amount to finance

any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded accrued liability. The dollar amounts are billed on a monthly basis. The City's required contribution for the unfunded accrued liability was $1,709,579 in fiscal year 2023. The City's contributions to the Plan for the fiscal year ended June 30, 2023, were $1,709,579.

Net Pension Liability. As of June 30, 2023, the City reported a liability of $13,986,941 for its proportionate share of the net pension liability. The City's net pension liability for the Plan is measured as of June 30, 2022, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021, rolled forward to June 30, 2022, using standard update procedures.

For the fiscal year ended June 30, 2023, the City recognized pension expense of $331,140.

See Note 2 Section G to the City's audited financial statements for the fiscal year ending June 30, 2023, attached hereto as Appendix B.

THE WATER SYSTEM

Overview

The City utility department provides water and wastewater service to a population of roughly 5,355 residents through about 2,600 metered water connections and approximately 1,700 sewer connections. All of the City's wastewater customers are located within city limits.; however, the Water System extends beyond City limits into areas that include Meadowood Napa Valley Resort, as well as the area between Chaix Lane and Zinfandel Lane along Main Street. The Water System consists of roughly 47 miles of active water distribution pipelines up to 24 inches in diameter, three main supply sources (Louis Stralla Water Treatment Plant, Stonebridge wells, and an interconnection with the City of Napa, as described below), five pressure zones, and six booster pump stations.

Most water distributed by the Water System is treated to drinking water standards by the City at the Louis Stralla Water Treatment Plant ("**LSWTP**"), located adjacent to the Bell Canyon Reservoir. The LSWTP is a conventional water treatment facility with coagulation, sedimentation and filtration that treats water sourced from the reservoir. The City's two groundwater wells provide water to a smaller treatment facility for iron and manganese removal. The Water System also has a 10-inch supply connection with the City of Napa, which provides an outside source of water as needed from time to time. The water transmission pipelines from the LSWTP to the City range in size from 10-inch to 24-inch.

In addition to its treatment facilities, the Water System has six storage tanks, which hold approximately 5 million gallons of water: three tanks at Meadowood (which are filled by the Madrone Knoll booster pump station), the Holmes tank (filled by a booster pump) and Tank 2 (the West Side tank). One tank (Tank 1) at the LSWTP is filled by a booster pump at the plant. The Water System also includes the Dean York Pressure Zone pump station serving a remote group of customers, and the Rutherford pump station for the Napa line.

Sources of Water Supply

The City has three separate sources of supply and considers its water supply to be adequate for its needs. The Water System's primary water source is surface water from the Bell Canyon Reservoir owned by the City. Bell Canyon Reservoir has a 2,400 acre foot capacity and, in an average year, 1,600 acre-feet of Bell Canyon water is treated and distributed.

The Water System's secondary water source consists of two groundwater wells that can deliver an amount of water in excess of the maximum of the 365 acre feet of water per year that is permitted under the City's General Plan.

The Water System's third water source is water delivered through an interconnection with the City of Napa. This water is purchased from the City of Napa through a long-term Water Supply Agreement, originally executed in 2006 and amended several times to date (the "**Napa Agreement**"). The Napa Agreement currently provides the City a minimum delivery of 600 acre-feet annually and a maximum delivery of 800 acre-feet annually. The Napa Agreement has a "take-or-pay" component, which means that the City must pay for a minimum of 600 acre-feet of water annually, even if not put to beneficial use by the City. In prior years, due to various conditions, the City did not always use the required minimum allocation of water, resulting in "unused water" available for the City to obtain in subsequent fiscal years.

The City of Napa obtains the water supplied to the City under the Napa Agreement from the State Water Project. In past years, contractors in the State Water Project, including the City of Napa, have not received 100% of their allocation of water from the State Water Project due to drought conditions. There can be no assurance drought conditions will not return in the future, having an adverse impact on the City and its Water System. See "BOND OWNERS' RISKS."

Use of the surface water from Bell Canyon Reservoir is by far the least expensive to supply (averaging approximately $0.46/hundred cubic feet (HCF) in Fiscal Year 2023-24), while the groundwater wells ($6.00/HCF in Fiscal Year 2023-24) and City of Napa water ($6.86/HCF in Fiscal Year 2023-24) are considerably higher. The three supply costs are factored into the City's new rate structure for the Water System, as described herein.

Service Area and Customers

The Water System has a current firm capacity of approximately 2.2 million gallons of water per day ("**mgd**"), currently delivers an annual average of approximately 1.75 mgd and serves an area of approximately 5.2 square miles within the City limits and an estimated 4 square miles outside. Additional details regarding the customers of the Water System are set forth below.

Billing and Collections

The City bills for water and wastewater on the same bi-monthly bill. The City has not experienced any significant uncollected delinquencies exceeding approximately 5% of its annual service charge revenues. Procedures for collection of delinquencies generally include discontinuing service, placing a lien on the property and employing a collection agency. Under current law, the City may not place a lien on a property owner for a tenant's delinquency. Tenants represent approximately 13.5% of all accounts. The City currently requires a $60 deposit from all tenants.

Permits and Regulatory Compliance

The City operates the Water System under a permit from the California Department of Health Services as Water System No. 2810004. Permit No. 2810004 has no stated expiration date. The City believes that it is in compliance with all permits and licenses in all material respects

The applicable drinking water standards for the Water System are provided in the California Domestic Water Quality and Monitoring Regulations, Title 22 of the California Administrative Code. These regulations incorporate the requirements of the U.S. Environmental Protection Agency in conformance with the Safe Drinking Water Act (PL 93- 523). The standards specify water quality sampling frequencies and location as well as maximum concentrations of chemical constituents and are continuously revised and amended.

The State regulations contain requirements for both primary and secondary drinking water standards. The primary standards relate to those contaminants that, if exceeding the maximum contaminant levels ("**MCL**"), would present a health risk if used for drinking or culinary purposes. The secondary standards relate to contaminants that, if in excess of MCL, may be objectionable, but generally do not present a health risk.

The water quality of the Water System meets all existing standards, and the Water System is in compliance with all current Federal and State requirements.

Water Supplies

The Water System obtains water from the Bell Canyon Reservoir, two groundwater wells and an interconnection with the City of Napa. Treated water is then delivered to customers. The following table shows sources of the City's water production, and the sources of such production, for the past five fiscal years.

Table 1
Water Production
Fiscal Years 2018-19 through 2022-23 (Acre Feet)

Fiscal Year	Surface Water (Bell Canyon Reservoir)	Groundwater Wells	City of Napa Interconnection	Total
2022-23	401	283	562	1,246
2021-22	379	466	393	1,238
2020-21	601	576	487	1,664
2019-20	702	363	625	1,690
2018-19	836	240	612	1,688

Source: City of St. Helena.

Customer Accounts

The number of active water accounts for the past 5 fiscal years, by customer class, is set forth in the following table.

Table 2
Historical Revenues and Number of Accounts by Customer Class
Fiscal Years 2018-19 through 2022-23

Fiscal Year	Residential	Industrial	Hotel/Spa	Commercial	Other	Total
2022-23	$3,714,378	$708,455	$154,613	$988,790	$150,225	$5,716,461
	2,190	20	8	251	140	2,609
2021-22	$3,587,736	$805,605	$154,370	$988,457	$160,498	$5,696,666
	2,168	20	8	256	110	2,562
2020-21	$4,397,909	$907,116	$114,077	$940,607	$182,404	$6,542,113
	2,164	20	7	256	113	2,560
2019-20	$3,810,576	$750,786	$179,050	$882,929	$292,809	$5,916,150
	2,190	19	9	256	138	2,612
2018-19	$3,733,920	$768,495	$211,957	$992,817	$142,439	$5,849,628
	2,202	21	9	261	132	2,625

Source: City of St. Helena.

Top Ten Customers

The following table shows the top ten water users in the City based on revenue received during Fiscal Year 2022-23.

Table 3
Top Ten Customers by Total Revenue
Fiscal Year 2022-23

No.	Account Name	Type of Use	Total Usage (in gallons)	Revenues	% of Revenues[(1)]
1	Sutter Home	Industrial	25,508,573	$308,258	6.3%
2	Vineyard Valley	Multi-Family	13,098,391	177,194	3.6%
3	C. Mondavi & Sons	Industrial	11,068,177	141,977	2.9%
4	Meadowood Associates	Commercial	8,147,782	102,828	2.1%
5	City of St. Helena	Commercial	7,470,795	70,547	1.5%
6	Hall Winery	Commercial	5,843,034	66,322	1.4%
7	Harvest Inn	Commercial	5,382,982	46,796	1.0%
8	Woodbridge Village Apts	Multi-Family	4,422,483	44,598	0.9%
9	Culinary Institute of America	Commercial	2,980,239	40,412	0.8%
10	Louis M Martini	Commercial	2,872,520	39,678	0.8%
				$1,038,610	21.3%

(1) Based on estimated Water System charges of $4,861,913.
Source: City of St. Helena.

Water Rates and Charges

General. Customers of the Water System are billed bi-monthly for two primary charges: (1) Water Service Charges and (2) Water Volume Rates per HCF of water delivered. The Water Service Charge is a fixed bi-monthly charge that varies based on meter size. Additionally, customers with private fire lines are subject to a fixed bi-monthly Fire Line Service Charge. All customer classes are charged a fixed charge based on meter size that is billed bi-monthly. All customer classes are also charged a Water Volume Rate (volumetric charge) per HCF that is based on a peak or off peak and drought or non-drought basis.

Overview of Recent Rate Study. Public water and wastewater utilities in California typically perform a cost of service analysis every five to ten years to ensure that customers are appropriately charged for service commensurate with the cost to provide service. The City engaged Raftelis to conduct an updated water and wastewater cost of service study to establish an additional five-year schedule of water and wastewater rates. Proposed rates cannot be implemented until formally adopted by City Council after a public hearing, and absent a majority protest by parcels served by the City's water and wastewater system. Proposition 218 requires that City customers be postmarked a notice of the proposed rates and their rights to protest no fewer than 45 days before the public hearing. See "RISK FACTORS – Proposition 218" for additional information on Proposition 218.

The major objectives of the study undertaken by Raftelis for the Water were to:

- Develop a ten-year financial plan that sufficiently funds the City's water and wastewater operations and maintenance (O&M) expenses, debt service

payments, and capital expenditures, while adequately funding reserves and achieving debt coverage requirements.

- Conduct cost of service analyses that establish a nexus between the cost to serve water and wastewater customers and the rates charged, per Proposition 218 and industry standards.

- Review the City's existing water and wastewater rate structures and recommend changes and rate alternatives to ensure that proposed rates achieve the financial and policy objectives of the agency to the greatest degree possible.

- Develop a five-year schedule of water and wastewater rates that are fair, cost-justified, provide full revenue recovery, and align with Proposition 218.

- Develop a five-year schedule of drought surcharge rates that consider the City's Water Emergency Plan.

Current and Projected Water Rates. The City's previous water rate structure consisted of fixed Water Service Charges (based on meter size), fixed Fireline Service Charges (based on fireline size), and variable Water Volume Rates (per hundred cubic feet (hcf) of water delivered). Raftelis worked closely with the City to evaluate alternatives to the existing water rate structure. Based on the Raftelis study, a new rate structure was adopted by the City Council, which included "Base Condition Rates" as well as "Water Shortage Surcharges," which are designed to recover net revenue shortfalls during periods of reduced water sales by the Water System as a result of mandatory water conservation measures. The new rates, which were adopted in June 2023 and initially became effective September 1, 2023, follow.

Table 4A
Adopted Five-Year Water Rate Schedule – Base Condition Rates

Bi-Monthly Charges	(Previous Rates)	Effective 9/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027
Meter Size						
5/8"	$139.78	$135.50	$146.34	$158.05	$170.70	$184.36
3/4"	$139.78	$135.50	$146.34	$158.05	$170.70	$184.36
SFR 1"	$139.78	$135.50	$146.34	$158.05	$170.70	$184.36
1"	$256.44	$288.70	$311.80	$336.75	$363.69	$392.79
1 1/2"	$451.28	$544.05	$587.58	$634.59	$685.36	$740.19
2"	$648.00	$850.46	$918.50	$991.98	$1,071.34	$1,157.05
3"	$1,309.44	$1,820.76	$1,966.43	$2,123.75	$2,293.65	$2,477.15
4"	$2,023.96	$3,250.68	$3,510.74	$3,791.60	$4,094.93	$4,422.53
6"	$3,963.26	$7,182.95	$7,757.59	$8,378.20	$9,048.46	$9,772.34
Fireline Size						
4"	$26.66	$116.78	$126.13	$136.23	$147.13	$158.91
6"	$77.46	$285.71	$308.57	$333.26	$359.93	$388.73
8"	$165.06	$586.82	$633.77	$684.48	$739.24	$798.38
Volumetric Charges						
All Classes						
Tier 1; 1-11 HCF*	$6.50	$5.99	$6.47	$6.99	$7.55	$8.16
Tier 2; 12-15 HCF*	$7.23	$12.06	$13.03	$14.08	$15.21	$16.43
Tier 3; >16 HCF*		$12.91	$13.95	$15.07	$16.28	$17.59

* HCF: Hundred Cubic Feet = 748.05 Gallons. The allotment in each tier is per connection or residential dwelling unit where master-metered.
Source: City of St. Helena.

Table 4B
Adopted Five-Year Schedule of Water Shortage Surcharges

Drought Rates	Phase I	Phase II	Phase III
9/1/2023			
Tier 1	$0.89	$2.99	$5.97
Tier 2	$1.79	$6.01	$12.02
Tier 3	$1.92	$6.43	$12.87
7/1/2024			
Tier 1	$0.97	$3.23	$6.45
Tier 2	$1.94	$6.50	$12.99
Tier 3	$2.08	$6.95	$13.90
7/1/2025			
Tier 1	$1.05	$3.49	$6.97
Tier 2	$2.10	$7.02	$14.03
Tier 3	$2.25	$7.51	$15.02
7/1/2026			
Tier 1	$1.14	$3.77	$7.53
Tier 2	$2.27	$7.59	$15.16
Tier 3	$2.43	$8.12	$16.23
7/1/2027			
Tier 1	$1.24	$4.08	$8.14
Tier 2	$2.46	$8.20	$16.38
Tier 3	$2.63	$8.77	$17.53

Source: City of St. Helena.

Comparison to Surrounding Communities. Set forth in the following tables are the average bi-monthly water charges for customers of the Water System for Fiscal Year 2022-23 and a comparison to surrounding communities.

Table 5
Fiscal Year 2022-23 Comparative Bi-Monthly Charges (Base Fee Only)
(Single-Family Residential – 5/8-inch meter)

Agency	Bi-Monthly Rate[(1)]
City of St. Helena	$139.58
Town of Yountville	119.68
City of Calistoga	100.24
City of American Canyon	53.12
City of Napa	48.58

(1) Based on fixed charge for 5/8" meter (base fee only).
Source: City of St. Helena.

Capital Improvement Program

General. The City adopts comprehensive muti-year plans for capital improvements. The most recent Capital Improvement Program ("**CIP**") covers Fiscal Years 2023-24 to 2026-27. These are set forth in the following table, together with the expected sources of payment for the items in the CIP. *The following contains estimated projects and project costs, which may vary considerable from actual results.*

Table 6
Capital Improvement Program for Water System
Water Improvement Projects and Available Funding Sources
Fiscal Years 2023-24 through 2027-28

PROJECT	2023-24	2024-25	2025-26	2026-27	Total
W-109 Bell Canyon Intake Tower Replacement	-	$361,004	$3,372,495	-	$3,733,499
W-80 Dwyer Road Booster Pump Station	-	986,580	-	-	986,580
W18-113 SCADA Improvements	-	175,392	364,114	375,765	915,271
W86 Spring Mountain Pressure Zone Improv.	-	-	346,470	1,609,005	1,955,475
W25-01 PWTM-1 Napa Intertie Pipeline Replace	-	1,252,957	2,601,138	2,684,374	6,538,469
W24-04 Smart Water Meters	-	431,903	896,630	925,322	2,253,855
W21-01 Kearney & Andrea Water Main Replace	$919,940	-	-	-	919,940
W-101 Rehabilitate Tank 2 Lower Reservoir	987,000	-	-	-	987,000
W18-111 WTP Condition Assessment	210,000	-	-	-	210,000
W24-02 Napa Intertie Pump Station (Const.)	-	-	227,571	117,427	344,998
W24-02 Napa Intertie Pump Station (Design)	420,000	2,082,782	-	-	2,502,780
W25-02 PWTM-2 WTP Transmission Main	-	1,743,835	3,620,201	3,736,048	9,100,084
W18-118 Water Main Annual Replace Program	302,400	315,706	327,702	338,189	1,283,997
W24-05 PFAS Sampling Project	26,250	-	-	-	26,250
W24-06 Risk & Resilience Assessment	78,750	82,215	-	-	160,965
W24-07 Cyber-Security Implementation	26,520	27,405	-	-	53,655
W24-08 Disinfection By Products Project	52,500	-	-	379,288	431,788
W26-02 Asset Management Program Dev.	-	-	56,893	-	56,893
W26-02 Asset Management Software	-	-	17,068	-	17,068
W26-02 CMMS Purchase & Setup	-	-	-	58,713	58,713
W24-03 ArcGIS Purchase & Setup	36,750	16,443	-	-	53,193
S24-04 Allocated RW CIP	262,500	-	-	-	262,500
Tottals	**$3,321,890**	**$7,476,220**	**$11,830,282**	**$10,224,131**	**$32,852,523**

Summary of Available Financing Sources

	2023-24	2024-25	2025-26	2026-27	Total
GO Bond Funded	$328,650	$315,706	$327,702	$338,189	$1,310,247
Water Bond Funded(1)	2,993,240	7,160,514	11,502,580	9,885,942	31,542,276
Rate Funded	-	-	-	-	-
TOTAL AVAILABLE	**$3,321,890**	**$7,476,220**	**$11,830,282**	**$10,224,131**	**$32,852,523**

(1) Additional series of water revenue bonds are anticipated to be issued in 2026 and 2029. These are anticipated to constitute "Parity Debt" to the Installment Payments/2024 Bonds. The General Obligation Bonds would be payable solely from ad valorem property taxes and not constitute Parity Debt. See Table 7 for additional details.
Source: City of St. Helena.

Historical and Projected Debt Service Coverage

The table on the following page provides a pro forma statement of debt service coverage developed by the City, based on the definitions of Gross Revenues and Operations and Maintenance Costs set forth in the legal documents governing the 2024 Bonds (which excludes depreciation and other non-cash items).

Table 7
St. Helena Water System
Historical and Projected Debt Service Coverage –
Fiscal Years 2018-19 through 2022-23 (Actual) and 2023-24 through 2028-29 (Projected) [1]

WATER FUND

Revenues and Expenses ($000)	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Revenue											
Revenue from Existing Rates	$5,891	$6,474	$7,292	$8,021	$4,714	$6,873	$7,237	$7,261	$7,286	$7,311	$7,336
Water Penalty Adjustments / Written Off[1]	-	-	*(672)*	*(2,275)*	*1,061*	-	-	-	-	-	-
Adjusted Revenue from Existing Rates	$5,891	$6,474	$6,620	$5,746	$5,775	$6,873	$7,237	$7,261	$7,286	$7,311	$7,336
Revenue from Approved Rates	-	-	-	-	-	2,020	2,768	3,580	4,462	5,420	6,078
Other Revenues	35	3	73	103	21	34	34	34	34	34	34
Capital Contributions	174	176	57	20	127	22	36	36	36	37	37
Interest Income	63	120	16	21	33	118	152	227	267	298	324
Total Revenue	**$6,163**	**$6,773**	**$6,766**	**$5,890**	**$5,956**	**$9,067**	**$10,227**	**$11,138**	**$12,085**	**$13,100**	**$13,809**
Operating Expenses	**$4,592**	**$4,114**	**$5,087**	**$5,225**	**$6,218**	**$6,623**	**$7,040**	**$7,349**	**$7,664**	**$7,993**	**$8,337**
Net System Revenue	**$1,571**	**$2,659**	**$1,679**	**$665**	**($262)**	**$2,444**	**$3,187**	**$3,789**	**$4,421**	**$5,107**	**$5,472**
Debt Service (See Accompanying Table)											
Series 2006A	$592	-	-	-	-	-	-	-	-	-	-
Series 2012	407	408	406	408	407	406	405	405	402	402	403
Series 2019 (Refunded 2006A)	-	530	531	531	529	530	530	529	527	529	527
Proposed Series 2024	-	-	-	-	-	-	352	513	513	513	513
Proposed Series 2026	-	-	-	-	-	-	-	-	1,331	1,331	1,331
Proposed Series 2029	-	-	-	-	-	-	-	-	-	-	1,390
Total Debt Service	**$999**	**$938**	**$937**	**$939**	**$936**	**$936**	**$1,287**	**$1,447**	**$2,773**	**$2,775**	**$4,164**
Debt Service Coverage (Minimum 1.20x/1.25x) [2][3]	1.57	2.83	1.79	0.71	(0.28)	2.61	2.48	2.62	1.59	1.84	1.31

* Preliminary; subject to change.

(1) Certain Water System customers were charged water penalties during Fiscal Years 2019-20, 2020-21 and 2021-22, which amounts were booked as revenues in accordance with generally accepted accounting principals (GAAP). After appeals were made, the City Council waived the water penalties, resulting in a "write-off" of revenues in those fiscal years and adjustments to revenues in the amounts shown.

(2) The Installment Sale Agreement and 2012 Installment Purchase Agreement require 1.20x coverage, while the 2019 Loan Agreement requires 1.25x coverage.

(3) Debt service coverage was not met in Fiscal Years 2021-22 and 2022-23. During that time, the City was undertaking a comprehensive rate study for the Water System and a Proposition 218 process to implement new water rates. These rates have now been adopted, and were effective starting September 1, 2023. See "– Water Rates and Charges," above.

Source: City of St. Helena.

Additional Information Regarding Projections. The table above reflects a number of assumptions regarding projected debt service coverage for the period shown, including the following:

- Growth in new single-family residential (SFR) customers during the projection period of 0.50% annually and 0.90% with respect to multi-family residential (MFR) customers.

- Interest earnings rate of 2.00%.

- Rate increases during the projection period consistent with the previously adopted rates described in the Ratfelis rate study, consisting of increases of 8.00%/year, effective September 1, 2023 (implemented), July 1, 2024 (projected), July 1, 2025 (projected), July 1, 2026 (projected) and July 1, 2027 (projected).

- Expenses, including for purchased water, salaries and benefits, supplies and other general costs, increasing by 2.80% to 7.00% per year during the projection period.

- Additional debt during the projection period, as shown in 2026 and 2029.

With respect to capital costs associated with the Water System, the City's current CIP identifies several projects for planning purposes. All future years' projects and their related funding require annual review and approval by the City Council and are therefore subject to change. The City records its infrastructure capital costs, including Water System capital costs as capital assets. Because capital costs are not included in the definition of Operations and Maintenance Costs, they will not affect the availability of Net Revenues to make the Installments Payments. Should the City decide to finance any of these capital costs through the issuance of Parity Debt within the projection period, projected debt service coverage could decrease without a corresponding increase in rates.

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the 2024 Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any 2024 Bonds and the order presented does not necessarily reflect the relative importance of the various risks. Potential investors in the 2024 Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the 2024 Bonds. There can be no assurance that other considerations will not materialize in the future.

Revenues; Rate Covenant

The Revenues securing the 2024 Bonds consist primarily of Installment Payments payable by the City, which, in turn, are secured by the Net Revenues of the Water System. Net Revenues are dependent upon the demand for water usage, which can be affected by population factors and climactic conditions such as droughts. There can be no assurance that demand for water usage will be consistent with the levels contemplated in this Official Statement. A decrease in the demand for water could require an increase in rates or charges in order to comply with the rate covenants contained in the Installment Sale Agreement. The City's ability to meet its rate covenants is dependent upon its capacity to increase rates without driving down demand to a level insufficient to meet debt service on the Installment Payments and Parity Debt.

Operations and Maintenance Costs; Third-Party Sources of Water Supply

There can be no assurance that expenses of the Water System will be consistent with the levels contemplated in this Official Statement. In particular, the City currently obtains a portion of its potable water from the City of Napa, and therefore the City may have less control over the expenses attributable to its water supply than if the City directly controlled its water. The wholesale rates for water charged by the City of Napa are not passed-through to customers of the Water System, rather they are incorporated into the rates and charges that the City must establish in order to operate the Water System and to pay debt service on the Water System's long-term obligations, including the 2024 Bonds.

In addition to its purchased water expenses, changes in technology, changes in quality standards, and increases in the cost of operation or other expenses could require substantial increases in rates or charges in order to comply with the rate covenants in the Installment Sale Agreement. Until such rates can be implemented, Net Revenues may be reduced, increasing the possibility of nonpayment of the Installment Payments and, in turn, the 2024 Bonds.

Limitations on Remedies Available to Bond Owners

The ability of the City to comply with its covenants under the Installment Sale Agreement and to generate Net Revenues sufficient to pay principal of and interest on the Installment Payments and Parity Debt may be adversely affected by actions and events outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. Furthermore, any remedies available to the owners of the 2024 Bonds upon the occurrence of an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on Bondholder remedies contained in the Indenture, the rights and obligations of the Authority under the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Seismic and other Natural Disasters

General. The City is located in a seismically active area of California. If there were to be an occurrence of severe seismic activity in the area of the City, there could be an interruption in the service provided by the Water System, resulting in a temporary reduction in the amount of Net Revenues available to timely pay the Installment Payments.

Other natural disasters, such as flooding, landslides or wildfires, could also affect or interrupt the service provided by the Water System, resulting in a temporary reduction in the amount of Net Revenues available to timely pay the Installment Payments. Climate change, resulting in hotter drier conditions, may be exasperating other types of natural disasters such as wildfires and droughts.

Wildfires. Areas in and near the City are susceptible to damage from wildfires. For example, the Glass Fire was a wildfire in Northern California, that started on September 27, 2020 and was active for 23 days. The fire was named due to its origin nearby Glass Mountain Road in Deer Park, Napa County, and it extended also into Sonoma County. Initially a single 20-acre brush fire, it rapidly grew and merged with two smaller fires that expanded to 11,000 acres. Numerous structures were destroyed or damaged, including the Foothills Adventist Elementary School and 31 wineries, restaurants, and lodges in the region, including the famous 41-year-old Chateau Boswell Winery near the City.

Droughts. California is subject to droughts from time-to-time. For example, the Governor issued a State of Emergency Proclamation on April 21, 2021, for Mendocino and Sonoma counties due to drought conditions in the Russian River watershed. Then on May 10, 2021, the emergency declaration was expanded to include 39 additional counties, including Napa County, due to drought conditions within those counties. On July 8, 2021, the Governor further expanded the drought emergency and requested all Californians to reduce water use by 15 percent to help protect water reserves if drought conditions continue. The heavy rain in early 2023 has significantly helped drought conditions. On March 24, 2023, Governor Newsom ended the 15 percent water conservation target and requirement for water agencies to implement level 2 of their drought contingency plans. However, there can be no assurance that drought conditions would not re-appear in the future, leading to decreased demand and usage of the Water System, and a potential decline in Net Revenues available to timely pay the Installment Payments.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest on the 2024 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the 2024 Bonds were issued, as a result of future acts or omissions of the Authority or City in violation of its covenants in the Installment Sale Agreement and Indenture. Should such an event of taxability occur, the 2024 Bonds are not subject to special redemption and will remain outstanding until maturity or until redeemed under other provisions set forth in the Indenture.

Proposition 218

General. On November 5, 1996, California voters approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIIIC and XIIID to the State Constitution, which affect the ability of local governments to levy and collect both existing and future taxes, assessments, and property-related fees and charges. Proposition 218, which generally became effective on November 6, 1996, limited local governments' authority to impose or increase property-related "fee" or "charge," which is defined as "any levy other than an ad valorem tax, a special tax or an assessment, imposed by a local government upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property related service" (and referred to in this section as a "property-related fee or charge").

Specifically, under Article XIIID, before a municipality may impose or increase any property-related fee or charge, the entity must give written notice to the record owner of each parcel of land affected by that fee or charge. The municipality must then hold a hearing upon the proposed imposition or increase at least 45 days after the written notice is mailed, and, if a majority of the property owners of the identified parcels present written protests against the proposal, the municipality may not impose or increase the property-related fee or charge.

Further, under Article XIIID, revenues derived from a property-related fee or charge may not exceed the funds required to provide the "property-related service" and the entity may not use such fee or charge for any purpose other than that for which it imposed the fee or charge. The amount of a property-related fee or charge may not exceed the proportional cost of the service attributable to the parcel, and no property-related fee or charge may be imposed for a service unless that service is actually used by, or is immediately available to, the owner of the property in question.

In addition, Article XIIIC states that "the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge. The power of initiative to affect local taxes, assessments, fees and charges shall be applicable to all local governments and neither the Legislature nor any local government charter shall impose a signature requirement higher than that applicable to statewide statutory initiatives."

Judicial Interpretation of Proposition 218. After Proposition 218 was enacted in 1996, appellate court cases and an Attorney General's opinion initially indicated that fees and charges for water and wastewater services, which are based on the amount of services consumed, would not be considered property-related fees and charges, and thus not subject to the requirements of Article XIIID. However, numerous subsequent court cases have held that certain types of water and wastewater charges could be subject to the requirements of Proposition 218. These cases include, for example, *Capistrano Taxpayers Assoc., Inc. v. City of San Juan Capistrano* (186 Cal. Rptr. 3d 362 (Cal. App. 4th Distr. 2015)), *Bighorn-Desert View Water Agency v. Verjil* (46 Cal.

Rptr. 3d 73 (Cal. 2006)), and *Howard Jarvis Taxpayers Assoc. v. City of Fresno* (26 Cal. Rptr. 3d 153 (Cal. App. 5th Distr. 2005)).

Under the *Bighorn* case, for example, the court held that under Article XIIIC, local voters could adopt an initiative measure that could reduce or repeal a local agency's rates and charges, though it is not clear whether (and California courts have not decided whether) any such reduction or repeal by initiative would be enforceable in a situation in which such rates and charges are pledged to the repayment of bonds or other indebtedness, as is the case with respect to the Installment Payments securing the 2024 Bonds.

Under the *City of San Juan Capistrano* case, the court held that tiered or inclined rates that go up progressively in relation to usage must correspond to the actual cost of providing water service at each tier (level of usage), and accordingly the pricing for any tier cannot exceed the cost of service to that tier.

City's Current Practice Regarding Rates and Charges. The City's practice in implementing increases in water rates and charges has been to comply with the requirements of Article XIIID, including the practice of providing property owners with a 45-day mailed notice and public hearing before the City Council approves rate increases.

Conclusion. It is not possible to predict how courts will further interpret Article XIIIC and Article XIIID in future judicial decisions, and what, if any, further implementing legislation will be enacted. As noted above, under the *Bighorn* case, local voters could adopt an initiative measure that reduces or repeals the City's rates and charges, though it is not clear whether (and California courts have not decided whether) any such reduction or repeal by initiative would be enforceable in a situation in which such rates and charges are pledged to the repayment of bonds or other indebtedness, as is the case with respect to the Installment Payments securing the 2024 Bonds. ***There can be no assurance that the courts will not further interpret, or the voters will not amend, Article XIIIC and Article XIIID to limit the ability of local agencies to impose, levy, charge and collect increased fees and charges for water, or to call into question previously adopted water rate increases.***

Environmental Regulation

The supply of water by the City through the Water System is regulated, to a large extent, by the federal government and the State. Water treatment standards set forth in federal and State law control the operations of the Water System (and the wholesale water providers that supply water to the Water System) and mandate its use of technology. If the federal government, acting through the Environmental Protection Agency, or the State, acting through the Department of Health Services, or additional federal or State legislation, should impose stricter standards upon the Water System, the City's expenses related to the Water System could increase accordingly and rates and charges would have to be increased to offset those expenses. See "–Operations and Maintenance Costs; Third Party Sources of Water Supply" above."

It is not possible to predict the direction which federal or State regulation will take with respect to water standards, although it is likely that both will impose more stringent standards with attendant higher costs.

Cybersecurity

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the Water System, or the administration of the 2024 Bonds.

The City is also reliant on other entities and service providers in connection with the operation of the Water System and the administration of the 2024 Bonds, including without limitation, the City's wholesale water provider, the Trustee and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the 2024 Bonds or, if a secondary market exists, that any 2024 Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

Future Parity Debt

As described in "SECURITY FOR THE 2024 BONDS – Parity Debt" above, the Installment Sale Agreement permits the City to issue Parity Debt in the future that is secured and payable on parity with the payment of the Installment Payments securing the 2024 Bonds. In the event of a decline in Net Revenues available to pay the Installment Payments securing the 2024 Bonds, the existence of additional Parity Debt could adversely affect the City's ability to timely pay the Installment Payments securing the 2024 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2024 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2024 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the 2024 Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Authority and City have made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to

comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2024 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2024 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2024 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2024 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2024 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2024 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2024 Bonds who purchase the 2024 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2024 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2024 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such 2024 Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2024 Bond (said term being the shorter of the 2024 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2024 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2024 Bond is amortized each year over the term to maturity of the 2024 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium 2024 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2024 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2024 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2024 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2024 Bonds. It cannot be predicted whether or in what form any such

proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2024 Bonds, or as to the consequences of owning or receiving interest on the 2024 Bonds, as of any future date. Prospective purchasers of the 2024 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2024 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2024 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2024 Bonds, the ownership, sale or disposition of the 2024 Bonds, or the amount, accrual or receipt of interest on the 2024 Bonds.

CERTAIN LEGAL MATTERS

Jones Hall, A Professional Law Corporation, Bond Counsel, will render an opinion with respect to the validity of the 2024 Bonds, the form of which opinion is set forth in APPENDIX E. Certain legal matters will also be passed upon for the City by Jones Hall, as Disclosure Counsel and by the City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. The fees of Bond Counsel, Disclosure Counsel and Underwriter's counsel are contingent on the sale and closing of the 2024 Bonds.

NO MATERIAL LITIGATION

No litigation is pending or threatened concerning the validity of the 2024 Bonds. Neither the Authority nor the City is aware of any litigation pending or threatened questioning the political existence of the Authority or the City or contesting the City's power to fix water rates and charges, or the power of the governing body of the Authority or the City Council or in any way questioning or affecting: (i) the proceedings under which the 2024 Bonds are to be issued; (ii) the validity of any provision of the 2024 Bonds, the Installment Sale Agreement or the Indenture; (iii) the pledge of Net Revenues under the Installment Sale Agreement or the pledge of Revenues under the Indenture; or (iv) the titles to office of the present members of the governing body of the Authority or the City Council.

There are a number of suits and claims pending against the City, which may include personal injury, wrongful death and other suits and claims against which the City may self-insure. The aggregate amount of the self-insured liabilities of the City which may result from such suits and claims will not, in the opinion of the City, materially impair the ability of the City to pay the Installment Payments securing the 2024 Bonds as they become due.

There is no litigation pending, with service of process having been accomplished, against the City which if determined adversely to the City would, in the opinion of the City, materially impair the ability of the City to pay the Installment Payments securing the 2024 Bonds as they become due.

RATING[S]

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("**S&P**") has assigned its municipal bond rating of "___" to the 2024 Bonds. This rating reflects only the views of S&P, and an explanation of the significance of this rating, and any outlook assigned to or associated with this rating, should be obtained from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The Authority has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement). There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of any rating on the 2024 Bonds may have an adverse effect on the market price or marketability of the 2024 Bonds.

CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the 2024 Bonds to provide certain financial information and operating data by not later than nine months after the end of the City's fiscal year, or March 31, of each year (based on the City's current fiscal year-end of June 30), commencing March 31, 2025, with the report for the 2023-24 fiscal year (the "**Annual Report**") and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is set forth in "APPENDIX C – Form of Continuing Disclosure Certificate."

The City has previously entered into continuing disclosure undertakings under the Rule in connection with the issuance of long-term obligations. [During the past five years, the City has not failed to comply, in all material respects, with its undertakings under the Rule.]

UNDERWRITING

Oppenheimer & Co. Inc., as underwriter of the 2024 Bonds (the "**Underwriter**"), has agreed to purchase the 2024 Bonds from the Authority at a purchase price of $_____ which represents the aggregate principal amount of the 2024 Bonds, plus/less [net] original issue premium/discount of $_____, less underwriter's discount of $_____.

The purchase contract under which the Underwriter is purchasing the 2024 Bonds provides that the Underwriter will purchase all of the 2024 Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the purchase contract.

The public offering prices of the 2024 Bonds may be changed from time to time by the Underwriter. The Underwriter may offer and sell the 2024 Bonds to certain dealers and others at a price lower than the offering price stated on the cover page of this Official Statement.

MUNICIPAL ADVISOR

The Authority has retained Del Rio Advisors, LLC of Modesto, California, as municipal advisor (the "**Municipal Advisor**") in connection with the offering of the 2024 Bonds. All financial and other information presented in this Official Statement has been provided by the Authority, the City and others from their records. Unless otherwise footnoted, the Municipal Advisor takes no responsibility for the accuracy or completeness of the data provided by the Authority, the City or others and has not undertaken to make an independent verification or does not assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor has assisted the Authority and the City with the structure, timing and terms for the sale of the 2024 Bonds. The Municipal Advisor provides municipal advisory services only and does not engage in the underwriting, marketing, or trading of municipal securities or other negotiable instruments. The fee of the Municipal Advisor is contingent upon the successful closing of the 2024 Bonds.

EXECUTION

The execution of this Official Statement and its delivery have been authorized by the governing body of the Authority and the City Council of the City.

ST. HELENA FINANCING AUTHORITY

By: _____
Executive Director

CITY OF ST. HELENA

By: _____
City Manager

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2023

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$_____
St. Helena Financing Authority
2024 Water Revenue Bonds

This Continuing Disclosure Certificate (this "**Disclosure Certificate**") is executed and delivered by the City of St. Helena (the "**City**") in connection with the issuance of the above-captioned bonds (the "**2024 Bonds**"). The 2024 Bonds are being issued by the St. Helena Financing Authority (the "**Authority**") under an Indenture of Trust dated as of _____, 2024 (the "**Indenture**") by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the 2024 Bonds and in order to assist the Participating Underwriter in complying with the Rule (defined herein).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" means, initially, _____, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement dated _____, 2024, executed by the City in connection with the issuance of the 2024 Bonds.

"*Participating Underwriter*" means any original underwriter of the 2024 Bonds required to comply with the Rule in connection with offering of the 2024 Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2025, with the report for the 2023-24 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB, in a timely manner as required by the Rule, in an electronic format as prescribed by the MSRB, a notice of such event.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements of the City prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not contained in the audited financial statements filed under the preceding clause (a), the Annual Report shall contain information showing the following:

(i) Water production / sources of water supply, in substantially the form of Table 1 in the Official Statement;

(ii) Historical water revenues and number of accounts by customer class, in substantially the form of Table 2 in the Official Statement;

(iii) Top ten customers by total revenue, in substantially the form of Table 3 in the Official Statement;

(iv) A schedule of water rates then in effect, in substantially the form of Table 4A and Table 4B in the Official Statement; and

(v) Net Revenues during the preceding fiscal year and the amount by which such Net Revenues provides coverage for the payments of debt service coming due in such fiscal year with respect to the Installment Payments securing the 2024 Bonds and any other Parity Debt, in substantially the form of Table 7 in the Official Statement.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the 2024 Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City.

Note: For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for definition of "financial obligation," see clause (c)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for definition of "financial obligation," see clause (c)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, and, if the Listed Event is described in subsections (a)(2), (a)(6), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) above, the City determines that knowledge of the occurrence of that Listed Event would be material under applicable Federal securities law, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected 2024 Bonds under the Indenture.

(c) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2024 Bonds. If such termination occurs prior to the final maturity of the 2024 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint, engage or change a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City with respect to the 2024 Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the 2024 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the 2024 Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the 2024 Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the

former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the 2024 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent (if other than the City), the Participating Underwriter and the holders and beneficial owners from time to time of the 2024 Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2024

CITY OF ST. HELENA

By_____
Name:_____
Title:_____

ACCEPTED AND AGREED:

_____,
As Dissemination Agent

By_____
Authorized Representative

APPENDIX D

GENERAL INFORMATION ABOUT THE CITY OF ST. HELENA AND THE COUNTY OF NAPA

*The following information concerning the County of Napa (the "**County**") and the City of St. Helena (the "**City**") is included only for the purpose of supplying general information regarding the region in which the Water System is located. The 2024 Bonds are not a debt of the County, the City, the State of California (the "**State**") or any of its political subdivisions, and neither the County, the City, the State nor any of its political subdivisions is liable therefor. The City and the Underwriter take no responsibility for the accuracy or completeness of such information.*

General

The City. The City 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 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, the City 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 main goal of the City is to maintain a small-town atmosphere and to provide quality services to its citizens.

The City is a full service city and encompasses an area of 4 square miles. The City of St. Helena is a General Law City and operates under the Council-City Manager form of government. The City Council is the governing body and has the power to make and enforce all laws and set policy related to municipal affairs. The City Manager is responsible for carrying out the policies of the City Council and for the proper and efficient management of municipal activities. The City Manager directs and manages the various departments and municipal services through appointed Department Heads who directly supervise and administer the various City programs, services, and activities.

The County. The County is located in Northern California about fifty miles northeast of San Francisco, was incorporated in 1850 as one of the original 27 California counties. The County encompasses an area of approximately 794 square miles and includes five incorporated cities. The County is bordered on the west by Sonoma County, on the northeast by Yolo County, on the north by Lake County, and on the southeast by Solano County. The County is characterized by northwest to southeast mountain ranges and valleys, the major valley being that of the Napa River. The topography is also marked by Lake Berryessa, an approximately 25 mile long, man-made lake in the northeastern part of the County, and Mt. Saint Helena, approximately 4,444 feet high, to the northwest.

The County is governed by a five-member Board of Supervisors. The County is one of three counties in California to establish a separate department to deal with corrections pursuant to California Government Code §23013, along with Santa Clara County and Madera County.

Population

The following table lists population estimates for the City, the County and the State for the last five years, as of January 1 each year.

CITY OF ST. HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA
Population Estimates
Years 2020 through 2024, as of January 1

Year	City of St. Helena	Napa County	State of California
2020	5,454	138,019	39,538,223
2021	5,393	137,128	39,327,868
2022	5,299	135,564	39,114,785
2023	5,284	134,508	39,061,058
2024	5,314	135,029	39,128,162

Source: California Department of Finance, Demographic Research Unit.

Industry and Employment

The unemployment rate in the Napa County was 4.2 percent in March 2024, down from a revised 4.6 percent in February 2024, and above the year-ago estimate of 3.6 percent. This compares with an unadjusted unemployment rate of 5.3 percent for California and 3.9 percent for the nation during the same period. The table below list employment by industry group for the years 2019 through 2023.

NAPA COUNTY
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
Calendar Years 2019 through 2023
(March 2023 Benchmark)

	2019	2020	2021	2022	2023
Civilian Labor Force [1]	73,200	68,900	68,400	70,500	72,000
Employment	71,100	62,700	64,300	68,100	69,400
Unemployment	2,100	6,200	4,200	2,300	2,500
Unemployment Rate	2.9%	8.9%	6.1%	3.3%	3.5%
Wage and Salary Employment[2]					
Agriculture	5,200	5,000	5,300	5,600	6,000
Mining, Logging and Construction	4,700	4,100	4,500	4,400	4,400
Manufacturing	13,700	12,800	13,300	14,500	15,100
Wholesale Trade	1,800	1,600	1,500	1,500	1,500
Retail Trade	6,400	6,200	6,200	6,200	6,200
Transportation, Warehousing, Utilities	2,100	1,800	2,100	2,400	2,400
Information	300	200	300	300	300
Financial Activities	2,300	2,100	2,100	2,100	2,100
Professional and Business Services	7,200	6,700	6,500	6,700	6,800
Educational and Health Services	10,300	9,900	9,900	10,100	10,600
Leisure and Hospitality	13,700	9,100	10,200	12,700	13,300
Other Services	2,100	1,700	1,800	2,100	2,200
Federal Government	200	200	200	200	200
State Government	3,600	3,600	3,600	3,400	3,300
Local Government	6,400	5,900	5,700	5,800	5,900
Total, All Industries [3]	79,900	70,800	73,000	78,100	80,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Columns may not sum to totals due to rounding.
Source: State of California Employment Development Department.

Principal Employers

The following table lists the principal employers within the City for fiscal year 2022-23.

CITY OF ST. HELENA
Principal Employers
Fiscal Year 2022-23

Employer Name	Industry	No. of Employees
Sutter Home Winery	Hospitality	272
Beringer (Treasury Wine Estates)	Hospitality	143
Charles King Winery	Hospitality	102
Farmstead LLC	Restaurant	97
City of St. Helena	Government	92
Sunshine Food Partners	Grocery	85
Culinary Institute	Restaurant	81
Harvest Inn	Hotel/Motel	74
Safeway Inc.	Grocery	71
Gott's Roadside Tray Gourmet	Restaurant	64

Source: City of St. Helena.

The following table lists, in alphabetical order, the largest manufacturing and non-manufacturing employers within the County as of May 2024.

COUNTY OF NAPA
Major Employers
As of May 2024
(In Alphabetical Order)

Employer Name	Location	Industry
Adventist Health St Helena	St Helena	Hospitals
Allied Universal	Napa	Security Guard & Patrol Service
Auberge Du Soleil	Rutherford	Hotels & Motels
California Odd Fellows	Napa	Retirement Communities & Homes
City of Napa	Napa	Legal Services
Culinary Institute-Amer	St Helena	Schools-Cooking
Domaine Chandon	Yountville	Wineries (mfrs)
Duckhorn Portfolio Inc	St Helena	Wineries (mfrs)
Four Seasons Resrt-Residences	Calistoga	Hotels & Motels
Health & Human Svc	Napa	Health & Welfare Agencies
Meadows of Napa Valley Retire	Napa	Non-Profit Organizations
Meritage Resort & Spa	Napa	Resorts
Napa County & Community School	Napa	Schools
Napa County Public Works	Napa	Government Offices-County
Napa State Hospital	Napa	Hospitals
Napa Valley College	Napa	Junior-Community College-Tech Institutes
Pavilion-Vintage Estate	Yountville	Wedding Chapels
Providence Queen-The Vly Med	Napa	Hospitals
Silverado Resort-Spa A Dolce	Napa	Hotels & Motels
Sutter Home Winery	St Helena	Wineries (mfrs)
Trinchero Family Estates	St Helena	Wineries (mfrs)
Veteran's Home of California	Yountville	Government-Specialty Hosp Ex Psychiatric
Veterans Home	Yountville	Veterans' & Military Organizations
Walmart Supercenter	Napa	Department Stores
Yolano Engineers Inc	Napa	Surveyors-Land

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2024 2nd edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City, the County, the State, and the United States for the period 2020 through 2024.

CITY OF ST. HELENA, NAPA COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
EFFECTIVE BUYING INCOME
As of January 1, 2020 through 2024

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2020	City of St. Helena	$266,657	$79,019
	Napa County	2,701,513	73,719
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of St. Helena	$259,604	$72,840
	Napa County	4,934,709	75,241
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of St. Helena	$322,823	$88,542
	Napa County	5,853,719	87,550
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of St. Helena	$352,317	$96,345
	Napa County	6,068,197	88,670
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of St. Helena	$336,434	$94,765
	Napa County	5,945,614	91,019
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876

Source: Claritas, LLC.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable sales during calendar year 2023 in the City were reported to be $280,649,363, a 8.32% decrease in the total taxable sales of $306,108,615 reported during the calendar year 2022.

CITY OF ST. HELENA
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2019	224	$165,678	535	$262,848
2020	230	124,705	551	202,343
2021	214	177,254	534	267,155
2022	208	205,617	549	306,109
2023	208	184,378	581	280,649

Source: State Department of Tax and Fee Administration.

Total taxable sales calendar year 2023 in the County were reported to be $4,590,541,223, a 1.41% decrease in the total taxable sales of $4,656,019,916 reported during calendar year 2022.

COUNTY OF NAPA
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2019	3,099	2,235,101	7,290	3,774,339
2020	3,203	1,967,686	7,740	3,275,193
2021	2,948	2,463,898	7,412	4,155,804
2022	2,930	2,730,510	7,635	4,656,020
2023	2,837	2,721,714	7,577	4,590,541

Source: State Department of Tax and Fee Administration.

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables.

CITY OF ST. HELENA
Building Permit Valuation
(Dollars in Thousands)[1]

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$6,888.3	$10,970.1	$6,397.0	$4,825.7	$8,438.2
New Multi-family	1,600.0	0.0	0.0	0.0	0.0
Res. Alterations/Additions	5,848.1	6,425.7	2,927.3	12,545.8	10,770.2
Total Residential	14,336.4	17,395.8	9,324.3	17,371.5	19,208.4
New Commercial	4,747.5	3,277.8	3,794.5	949.6	410.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	7,861.8	815.2	694.4	1,663.2	1,506.0
Com Alterations/Additions	4,822.0	1,899.7	1,876.0	3,802.0	1,008.3
Total Nonresidential	17,431.3	5,992.7	6,364.9	6,414.8	2,924.3
New Dwelling Units					
Single Family	11	20	9	14	15
Multiple Family	8	0	0	0	0
TOTAL	19	20	9	14	15

(1) Totals may not foot due to rounding.
Source: Construction Industry Research Board, Building Permit Summary.

NAPA COUNTY
Building Permit Valuation
(Dollars in Thousands)[1]

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$270,768.0	$128,284.0	$90,632.6	$128,200.7	$151,884.1
New Multi-family	132,152.4	3,773.5	0.0	24,376.3	56,848.6
Res. Alterations/Additions	49,694.0	55,059.9	70,236.5	80,298.5	113,783.1
Total Residential	452,614.4	187,117.4	160,869.1	232,875.5	322,515.8
New Commercial	54,781.8	116,909.6	71,686.1	52,403.0	82,058.8
New Industrial	13,363.3	24,645.8	39,950.0	0.0	14,864.6
New Other	32,031.6	21,119.3	17,109.4	21,624.4	40,494.1
Com Alterations/Additions	50,924.3	29,822.9	40,025.1	40,340.8	60,368.4
Total Nonresidential	151,101.0	192,497.6	168,770.6	114,368.2	197,785.9
New Dwelling Units					
Single Family	339	232	228	322	389
Multiple Family	730	17	0	86	399
TOTAL	1,069	249	228	408	788

(1) Totals may not foot due to rounding.
Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

St. Helena Financing Authority
1572 Railroad Avenue
St. Helena, CA 94574

OPINION: $_____ St. Helena Financing Authority
2024 Water Revenue Bonds

Members of the Authority:

We have acted as bond counsel to the St. Helena Financing Authority (the "Authority") in connection with the issuance by the Authority of its St. Helena Financing Authority 2024 Water Revenue Bonds in the aggregate principal amount of $_____ (the "Bonds"), under an Indenture of Trust dated as of July 1, 2024 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee, and under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the "Bond Law"). The Bonds are secured by Revenues as such term is defined in the Indenture, including installment payments (the "Installment Payments") made by the City of St. Helena (the "City") under an Installment Sale Agreement dated as of July 1, 2024 (the "Installment Sale Agreement") between the Authority and the City.

We have examined such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Authority and the City contained in the Indenture, the Installment Sale Agreement and in the certified proceedings, and upon other certifications furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination we are of the opinion, under existing law, that:

1. The Authority is a joint powers agency duly organized and existing under the laws of the State of California, with power to enter into the Indenture, to perform the agreements on its part contained therein and to issue the Bonds.

2. The Bonds have been duly issued by the Authority and constitute legal, valid and binding special obligations of the Authority enforceable in accordance with their terms.

3. The Indenture and the Installment Sale Agreement have been duly authorized, executed and delivered by the Authority and constitute legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

4. The Indenture establishes a valid lien on and security interest in the Revenues and other funds pledged thereby for the security of the Bonds, in accordance with the terms of the Indenture.

5. The City is a municipal corporation duly organized and existing under the laws of the State of California, with power to enter into the Installment Sale Agreement and to perform the agreements on its part contained therein. The Installment Sale Agreement has been duly approved by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms. The Installment Sale Agreement establishes a valid lien on and security interest in the Net Revenues of the Water System and other funds pledged thereby for the security of the Installment Payments, in accordance with the terms of the Installment Sale Agreement.

6. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, which must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Authority and the City have covenanted in the Indenture, the Installment Sale Agreement and in other instruments relating to the Bonds to comply with each of such requirements, and the Authority and the City have full legal authority to make and comply with such covenants. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

7. Interest on the Bonds is exempt from California personal income taxation.

Interest on the Bonds may be subject to the corporate alternative minimum tax. We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations, opinions, and covenants referenced above.

Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be, and neither the City nor the Underwriter take responsibility for the accuracy thereof.

Neither the issuer of the Bonds (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Bonds (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds (hereinafter, the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust

companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI

Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

EXHIBIT 6

$_____
ST. HELENA FINANCING AUTHORITY
2024 WATER REVENUE BONDS

BOND PURCHASE AGREEMENT

_____, 2024

St. Helena Financing Authority
1088 College Avenue
St. Helena, CA 94574

City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Ladies and Gentlemen:

Oppenheimer & Co. Inc. (the "**Underwriter**") hereby offers to enter into this Bond Purchase Agreement (the "**Purchase Agreement**") with you, the St. Helena Financing Authority (the "**Authority**") and the City of St. Helena (the "**City**"), for the purchase by the Underwriter and the delivery by the Authority of the above-referenced Bonds (the "**Bonds**"). The proceeds of the Bonds will be used to: (i) finance certain capital improvements to the City's water system; (ii) purchase a municipal bond insurance policy to guarantee payment of the principal of and interest on the Bonds (the "**Policy**"); (iii) purchase a municipal bond debt service reserve insurance policy for deposit in the Reserve Fund (the "**Reserve Policy**"); and (iv) pay costs incurred in connection with the issuance of the Bonds. This offer is subject to your acceptance prior to 11:59 p.m., California time, on the date hereof and if not so accepted will be subject to withdrawal by the Underwriter upon written notice delivered to the Authority and the City at any time prior to the acceptance thereof by the Authority and the City. Upon such acceptance, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter. All terms not defined herein shall have the meanings set forth in the Indenture and the Installment Sale Agreement (each defined below).

The Authority and the City acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction among the City, the Authority and the Underwriter in which the Underwriter is acting solely as a principal and not as an agent of the Authority or the City and the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Authority or the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority or the City with respect to the transaction contemplated by this Purchase Agreement and the discussions, undertakings or procedures leading thereto (irrespective of whether the Underwriter, or any affiliate of the Underwriter has provided other services or is currently providing other services to the Authority or the City on other matters); (iii) the only obligations the Underwriter has to the Authority and the City with respect to the transaction contemplated by this Purchase Agreement are expressly set forth in this Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Authority and the City; and

(v) the Authority and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent the Authority and the City have deemed appropriate. The Authority acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "**MSRB**").

1. Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the Bonds to be dated the Closing Date, at a price of $_____, being the principal amount of the Bonds, plus original issue premium of $_____, less an Underwriter's discount of $_____.

The Bonds shall mature in the amounts and on the dates, and bear interest at the rates, set forth in Exhibit A hereto. The Bonds shall be as described in and shall be secured under and pursuant to an Indenture of Trust, dated as of July 1, 2024 (the "**Indenture**"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon by the Authority, the City, the Trustee and the Underwriter.

The obligation of the Authority to pay the principal of and interest on the Bonds is a special obligation of the Authority, payable solely from Revenues (as defined in the Indenture), and certain other amounts held under the Indenture. Revenues consist primarily of Installment Payments (referred to herein as "**Installment Payments**") made by the City to the Authority pursuant to the Installment Sale Agreement (as defined below). The principal of and interest on the Bonds are not required to be paid from any other funds of the Authority, including any proceeds of any taxes, and the Bonds do not constitute a debt or pledge of the faith and credit of the Authority or the State of California (the "**State**") or any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

The obligation of the City to make Installment Payments under the Installment Sale Agreement is a special obligation of the City payable solely from and secured by a pledge of Net Revenues of the City's water system (the "**Water System**") on a parity with (i) the 2012 Installment Purchase Agreement; and (ii) the 2019 Loan Agreement. The 2012 Installment Purchase Agreement and the 2019 Loan Agreement are collectively referred to herein as the "**Parity Obligations**."

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under the Policy to be issued concurrently with the delivery of the Bonds by _____ (the "**Insurer**"). The Insurer will also issue the Reserve Policy concurrently with the delivery of the Bonds.

The Authority and the City hereby ratify the use by the Underwriter of the Preliminary Official Statement, dated _____, 2024 relating to the Bonds (together with the cover page and all appendices thereto, and any supplements thereof, the "**Preliminary Official Statement**"), and authorize the Underwriter to use and distribute the Preliminary Official Statement, the Official Statement (as defined below), the Indenture, the Installment Sale Agreement, dated as of July 1, 2024, between the Authority and the City (the "**Installment Sale Agreement**"), the Continuing Disclosure Certificate as required by Securities and Exchange Commission Rule 15c2-12 ("**Rule 15c2-12**"), dated the Closing Date relating to the Bonds (the "**Continuing Disclosure Certificate**"), and substantially in the form attached as an appendix to the Official Statement, executed by the City and this Purchase Agreement, and all

information contained therein, and all other documents, certificates and statements furnished by the Authority and the City to the Underwriter in connection with the offer and sale of the Bonds by the Underwriter. The Authority and the City have heretofore "deemed final" the Preliminary Official Statement within the meaning of Rule 15c2-12.

The City will undertake pursuant to the Continuing Disclosure Certificate to provide certain annual financial and operating information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. This undertaking will be entered into in order to assist the Underwriter in complying with Rule 15c2-12.

2. The Underwriter agrees to offer all the Bonds to the public initially at the prices (or yields) set forth on the inside cover page of the Official Statement of the Authority pertaining to the Bonds, dated _____, 2024 (together with all appendices thereto, and with such changes therein and supplements thereto and as are consented to in writing by the Underwriter, and with the Preliminary Official Statement, are herein called the "**Official Statement**"). Subsequent to the initial public offering of the Bonds, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds subject to Section 5 hereof. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

3. The Authority shall also deliver a sufficient number of copies of the Official Statement to enable the Underwriter to distribute a single copy of each Official Statement to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending on the End Date (defined below). The Authority shall deliver these copies to the Underwriter no later than the earlier of (i) seven (7) business days after the execution of this Purchase Agreement or (ii) one (1) business day prior to the Closing Date in order to permit the Underwriter to comply with Rule 15c2-12, and the applicable rules of the MSRB, with respect to distribution of the Official Statement. The Authority and City shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The Underwriter shall inform the City in writing of the End Date, and covenants to file the Official Statement with the MSRB on a timely basis.

The Official Statement, as of its date, as of the Closing Date (as defined herein) and as of the date of any update, amendment or supplement thereto as required hereby subsequent to the Closing, up to and including the date which is twenty-five (25) days following the end (the "**End Date**") of the Underwriting Period (as hereinafter defined), will be correct and complete in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If, after the date of this Purchase Agreement and until the earlier of (i) ninety (90) days after the end of the "underwriting period" (as defined in Rule 15c2-12) (the "**Underwriting Period**"), or

(ii) twenty-five (25) days following the end of the Underwriting Period if the Official Statement is available to any person from the MSRB as contemplated by Rule 15c2-12(b)(4), any event shall occur or circumstance shall exist of which the Authority or the City have knowledge that would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority or the City, as the case may be, shall notify the Underwriter (and for the purpose of this Section provide the Underwriter with such information as it may from time to time reasonably request), and, if in the opinion of the City, the Authority or the Underwriter such event or circumstance requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority and the City will, at their expense, supplement or amend the Official Statement in a form and manner jointly approved by the City, the Authority and the Underwriter and furnish to the Underwriter a reasonable number of copies of such supplement or amendment provided that the Underwriter agrees that it will promptly notify the Authority and the City of the end of the Underwriting Period.

4. At 8:30 a.m., Pacific Time, on _____, 2024, or at such other time or date as shall be agreed upon by the Underwriter, Authority and the City (such time and date being herein referred to as the "**Closing Date**"), the Authority will deliver to the Underwriter, at a location or locations to be designated by the Underwriter, the Bonds in book-entry form (all Bonds having had the CUSIP numbers assigned to them thereon), duly executed by an authorized officer of the Trustee as provided in the Indenture, and the other documents herein mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Agreement in immediately available funds (such delivery and payment being herein referred to as the "**Closing**").

Upon initial issuance, the ownership of such Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of The Depository Trust Company.

It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Purchase Agreement.

5. A. The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Exhibit A attached hereto, the Authority will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation

after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

a. the close of the fifth (5th) business day after the sale date; or

b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The Authority acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. "public" means any person other than an underwriter or a related party;

b. "underwriter" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships

(including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date of execution of this Purchase Agreement by all parties.

6. The Underwriter represents to and agrees with the Authority and the City that, as of the date hereof and as of the Closing Date:

(i) The Underwriter is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it;

(ii) The Underwriter is in compliance with MSRB Rule G-37 with respect to the Authority and the City, and is not prohibited thereby from acting as the underwriter with respect to securities of the Authority and the City; and

(iii) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590 (c) or MSRB Rule G-32, with the City or the Authority with respect to the Bonds, and no investment firm controlling, controlled by or under common control with such Underwriter have or has had any such financial advisory relationship; and

7. The Authority represents, warrants and covenants to the Underwriter that:

(a) The Authority is a joint powers authority duly organized and validly existing pursuant to the laws of the State of California and has all necessary power and authority to enter into and perform its duties under the Indenture, the Installment Sale Agreement and this Purchase Agreement (collectively, the "**Authority Documents**") and, when executed and delivered by the respective parties thereto, the Authority Documents will constitute the legal, valid and binding obligations of the Authority in accordance with their respective terms.

(b) Neither the execution and delivery of the Authority Documents, or the approval of the Preliminary Official Statement or the approval and execution of the Official Statement, and compliance with the provisions on the Authority's part contained therein, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, conflicts with or constitutes a breach of or default under nor contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in a security interest in or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents.

(c) Except as may be required under blue sky or other securities laws of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution and delivery of

the Bonds or the consummation by the Authority of the other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(d) To the best of the knowledge of the Authority, there is, and on the Closing there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the Authority to restrain or enjoin the delivery of any of the Bonds, or the payments to be made pursuant to the Indenture, or in any way contesting or affecting the validity of the Authority Documents or of the Authority to enter into the Authority Documents or contesting the powers of the Authority to perform its obligations under any of the foregoing or in any way contesting the powers of the Authority in connection with any action contemplated by this Purchase Agreement, or in any way questioning or challenging the tax status of interest on the Bonds.

(e) As of its date and as of the date hereof, the information relating to the Authority and the Bonds contained in the Preliminary Official Statement was and is true and correct in all material respects and such information did not and does not contain any untrue or misleading statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) As of the date thereof and at all times subsequent thereto up to and including the End Date, the information relating to the Authority contained in the Official Statement will be complete and will not contain any untrue or misleading statement of a material fact or omit to state any material fact (unless an event occurs of the nature described in Section 7(j) below) necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of its date and as of the date hereof, the information relating to the Authority and the Bonds contained in the Official Statement is true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Authority agrees to cooperate with the Underwriter in endeavoring to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Authority will not be required to execute a special or general consent to service of process in any jurisdiction in which it is not now so subject or to qualify to do business as a foreign agency in any jurisdiction where it is not so qualified.

(h) By official action of the Authority prior to or concurrently with the execution hereof, the Authority has duly approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in the Authority Documents and the consummation by it of all other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(i) The Authority is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, and no event has occurred and is continuing which,

with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument.

(j) The Authority is not in default, nor has been in default at any time, as to the payment of principal or interest with respect to an obligation issued by the Authority or with respect to an obligation guaranteed by the Authority as guarantor.

(k) If between the date of this Purchase Agreement and the End Date an event occurs, of which the Authority has knowledge, which might or would cause the information relating to the Authority or the Authority's functions, duties and responsibilities contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the Authority will notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Underwriter, provided all expenses thereby incurred will be paid for by the Authority.

(l) If the information relating to the Authority, its functions, duties and responsibilities contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subsection, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the End Date, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading.

(m) No consent, approval, authorization or other action by a governmental or regulatory authority that has not been obtained is or will be required of the Authority for the delivery and sale of the Bonds or the consummation of the other transactions contemplated by this Purchase Agreement, the Preliminary Official Statement and the Official Statement, except as may be required under the state securities or blue sky laws in connection with the sale of the Bonds by the Underwriter.

(n) At or prior to the Closing, the Authority will deliver all opinions, Bonds, letters and other instruments and documents reasonably required by the Underwriter and this Purchase Agreement.

(o) Any certificate of the Authority delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(p) Other than as described in the Preliminary Official Statement and the Official Statement, as of the time of acceptance hereof and as of the Closing the Authority does not and will not have outstanding any indebtedness which is secured by a lien on the Installment Payments superior to or on a parity with the lien of the Bonds thereon.

(q) Between the date of this Purchase Agreement and the date of Closing, the Authority will not, without the prior written consent of the Underwriter, and except as disclosed in the

Preliminary Official Statement and the Official Statement, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent.

(r) The Authority is not presently and as a result of the execution of the Authority Documents and the sale of the Bonds will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution or statutes or any additional debt or similar provision of any bond, note, contract or other evidence of indebtedness to which the Authority is a party or to which the Authority is bound.

(s) The Authority will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Authority Documents, unless otherwise required by law.

8. The City represents, warrants and covenants to the Underwriter that:

(a) The City is a general law city duly organized under the laws of the State of California, and has all necessary power and authority to enter into and perform its duties under the Installment Sale Agreement, the Continuing Disclosure Certificate, and this Purchase Agreement (collectively, the "**City Documents**") and, when executed and delivered by the respective parties thereto, the City Documents will constitute the legal, valid and binding obligations of the City in accordance with their respective terms.

(b) Neither the execution and delivery of the City Documents, or the approval of the Preliminary Official Statement or the approval and execution of the Official Statement, and compliance with the provisions on the City's part contained therein, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, conflicts with or constitutes a breach of or default under nor contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in a security interest in or encumbrance of any nature whatsoever upon any of the properties or assets of the City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the City Documents.

(c) Except as may be required under blue sky or other securities laws of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of the Bonds or the consummation by the City of the other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(d) To the best of the knowledge of the City, there is, and on the Closing there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the City to restrain or enjoin the delivery of any of the Bonds, or the payments to be made pursuant to the Installment Sale Agreement and Indenture, or in any way contesting or affecting the validity of the City Documents or of the City to approve or enter into the City Documents, or in any way questioning or challenging the tax status of interest on the Bonds.

(e) As of its date and as of the date hereof, the information relating to the City, the Bonds and the Water System contained in the Preliminary Official Statement was and is true and correct in all material respects and such information did not and does not contain any untrue or misleading statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

(f) As of the date thereof and at all times subsequent thereto up to and including the End Date, the information relating to the City, the Bonds and the Water System contained in the Official Statement will be complete and will not contain any untrue or misleading statement of a material fact or omit to state any material fact (unless an event occurs of the nature described in Section 8(j) below) necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of its date and as of the date hereof, the information relating to the City, the Bonds and the Water System contained in the Official Statement is true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The City agrees to cooperate with the Underwriter in endeavoring to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City will not be required to execute a special or general consent to service of process in any jurisdiction in which it is not now so subject or to qualify to do business as a foreign agency in any jurisdiction where it is not so qualified.

(h) By official action of the City prior to or concurrently with the execution hereof, the City has duly approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the City Documents and the consummation by it of all other transactions contemplated by the Preliminary Official Statement, the Official Statement and this Purchase Agreement.

(i) The City is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument.

(j) The City is not in default, nor has been in default at any time, as to the payment of principal or interest with respect to an obligation issued by the City or with respect to an obligation guaranteed by the City as guarantor.

(k) If between the date of this Purchase Agreement and the End Date an event occurs, of which the City has knowledge, which might or would cause the information relating to the City, the Water System or the City's functions, duties and responsibilities contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the City will notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the

Underwriter in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Underwriter, provided all expenses thereby incurred will be paid for by the City.

(l) If the information relating to the Water System, the City, its functions, duties and responsibilities contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subsection, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the End Date, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading.

(m) The City covenants that it will comply with all tax covenants relating to it in the City Documents and the Tax Certificate of the City.

(n) The written information supplied by the City to the Underwriter with respect to the financial information relating to the Water System is true, correct and complete in all material respects for the purposes for which it was supplied.

(o) No consent, approval, authorization or other action by a governmental or regulatory agency that has not been obtained is or will be required of the City for the delivery and sale of the Bonds or the consummation of the other transactions contemplated by this Purchase Agreement, the Preliminary Official Statement and the Official Statement, except for such licenses, certificates, approvals, variances or permits which may be necessary for the construction or operation of the Water System which the City has applied for (or will apply for in the ordinary course of business) and expects to receive, and except as may be required under the state securities or blue sky laws in connection with the sale of the Bonds by the Underwriter.

(p) The City will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided in the Indenture and as described in the Preliminary Official Statement and Official Statement, unless otherwise required by law.

(q) At or prior to the Closing, the City will deliver all opinions, certificates, letters and other instruments and documents reasonably required by the Underwriter and this Purchase Agreement.

(r) Any certificate of the City delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(s) Other than as described in the Preliminary Official Statement and the Official Statement, as of the time of acceptance hereof and as of the Closing, the City does not and will not have outstanding any indebtedness which is secured by a lien on the Net Revenues superior to or on a parity with the lien thereon established under the Indenture.

(t) Between the date of this Purchase Agreement and the date of Closing, the City will not, without the prior written consent of the Underwriter, and except as disclosed in the

Preliminary Official Statement and the Official Statement, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent payable from the Net Revenues.

(u) The City is not presently and as a result of the execution of the City Documents and the sale of the Bonds will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution or statutes or any additional debt or similar provision of any bond, note, contract or other evidence of indebtedness to which the City is a party or to which the City is bound.

(v) Based on a review of its previous undertakings, the City has not, in the last five years, failed to comply in any material respect with its obligations under any continuing disclosure undertaking entered into pursuant to Rule 15c2-12 except as disclosed in the Preliminary Official Statement and the Official Statement. The City will undertake, pursuant to the Continuing Disclosure Certificate to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12.

9. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and agreements of the Authority and the City contained herein, and the opinions of Bond Counsel, Counsel to the Trustee, City Attorney to the City and Counsel to the Authority required hereby. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At the time of Closing, this Purchase Agreement, the Indenture, the Installment Sale Agreement, and the Continuing Disclosure Certificate (collectively the "**Legal Documents**"), all as described in the Preliminary Official Statement and the Official Statement, shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and there shall be in full force and effect such resolutions as, in the opinion of Jones Hall, A Professional Law Corporation ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing, the Underwriter shall receive the following documents, in each case satisfactory in form and substance to them:

(1) The unqualified approving opinion of Bond Counsel, dated the date of Closing, addressed to the Authority, the City, the Trustee and the Underwriter (or a reliance letter to the Trustee and the Underwriter), in substantially the form attached as Appendix E to the Official Statement.

(2) A supplemental opinion of Bond Counsel, dated as of the date of Closing addressed to the Underwriter, in form and substance to the effect that:

(a) The statements and information contained in the Official Statement on the cover page relating to tax exemption, the description of the Bonds and security for the Bonds, and statements under the captions "INTRODUCTION," "THE 2024 BONDS," "SECURITY FOR THE 2024 BONDS," "TAX MATTERS" and APPENDICES A, C and E to the extent they purport to summarize information concerning the Bonds and certain provisions of the Legal Documents and the opinion

of such counsel, present a fair and accurate summary of such information and such provisions;

(b) The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an Indenture pursuant to the Indenture Act of 1939, as amended; and

(c) The Purchase Agreement has been duly authorized, executed and delivered by the Authority and the City, and, assuming due authorization, execution and delivery by the other parties thereto, constitutes legal, valid and binding agreement of the Authority and the City enforceable against each in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought, and except no opinion need be expressed as to the enforceability of the indemnification, waiver, choice of law or contributions provisions contained in the Purchase Agreement.

(3) A letter from Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the date of Closing and addressed to the Authority, the City and the Underwriter, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, no facts have come to their attention that lead them to believe that the Preliminary Official Statement as of its date and as of the date of this Purchase Agreement and the Official Statement, as of its date and as of the date of Closing, (except for any CUSIP data, financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, any appendices thereto, or any information about the Insurer, the Policy, the Reserve Policy, DTC and its book-entry only system), as to which no opinion or view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(4) An opinion of Best Best & Krieger LLP, as counsel to the Authority, dated the date of Closing in form and substance satisfactory to the Underwriter and Bond Counsel, addressed to the City and the Underwriter, to the effect that:

(i) the Authority is a joint powers authority duly organized and validly existing under the laws of the State of California;

(ii) the preparation and distribution of the Preliminary Official Statement and Official Statement and the Authority Documents have been duly approved by the Authority;

(iii) the resolution of the Authority approving the Preliminary Official Statement and approving and authorizing the execution and delivery

of the Official Statement and the Authority Documents has been duly adopted at a regular meeting of the governing body of the Authority which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and such resolution has not been amended or modified and is in full force and effect;

(iv) to the best knowledge of such firm, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, threatened against or affecting the Authority, which would adversely impact the Authority's ability to complete the transactions described in and contemplated by the Preliminary Official Statement and the Official Statement, to restrain or enjoin the payments under, or in any way contesting or affecting the validity of the Authority Documents, or the transactions described and defined in the Preliminary Official Statement and the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Authority Documents;

(v) the execution and delivery of the Authority Documents and the approval of the Preliminary Official Statement and the Official Statement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject;

(vi) the Authority Documents and the Official Statement have been duly authorized, executed and delivered by the Authority, and, assuming due authorization, execution and delivery by the other parties thereto, the Authority Documents constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against public agencies in the State of California;

(vii) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California is required for the valid authorization, execution and delivery of the Authority Documents and the approval of the Preliminary Official Statement and the Official Statement.

(5) An opinion of Best Best & Krieger LLP, as counsel to the City, dated the date of Closing in form and substance satisfactory to the Underwriter and Bond Counsel, addressed to the Authority and the Underwriter, to the effect that:

(i) the City is a general law city created in accordance with the laws of the State of California;

(ii) the preparation and distribution of the Preliminary Official Statement and the Official Statement and the City Documents have been duly approved by the City;

(iii) the resolutions of the City approving the Preliminary Official Statement and approving and authorizing the execution and delivery of the Official Statement and the City Documents have been duly adopted at meetings of the governing body of the City which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and such resolutions have not been amended or modified and are in full force and effect;

(iv) to the best knowledge of such firm, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, threatened against or affecting the City, which would adversely impact the City's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the payments under, or in any way contesting or affecting the validity of the City Documents, or the transactions described and defined in the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the City Documents;

(v) the execution and delivery of the City Documents and the approval of the Preliminary Official Statement and the Official Statement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject;

(vi) the City Documents and the Official Statement have been duly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the other parties thereto, the City Documents constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against public agencies in the State of California;

(vii) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California is required for the valid authorization, execution and delivery of the City Documents and the approval of the Preliminary Official Statement and the Official Statement;

(viii) the City's charges and fees with respect to the Water System were duly approved and adopted by the City and are valid and enforceable at the current levels levied by the City.

(6) The opinion of counsel to the Trustee, dated the date of Closing in form and substance satisfactory to the Underwriter and Bond Counsel, and addressed to the Authority, the City and the Underwriter, to the effect that:

(i) the Trustee is a national banking association duly organized and validly existing under the laws of the United States;

(ii) the Trustee has duly authorized the execution and delivery of the Indenture;

(iii) the Indenture has been duly entered into and delivered by the Trustee and assuming due, valid and binding authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally, or by general principles of equity;

(iv) the Trustee has duly authenticated and delivered the Bonds in its capacity as trustee under the Indenture;

(v) acceptance by the Trustee of the duties and obligations under the Indenture and compliance with provisions thereof will not conflict with or constitute a breach of or default under any law or administrative regulation to which the Trustee is subject; and

(vi) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the Indenture have been obtained and are in full force and effect.

(7) An opinion dated the date of the Closing and addressed to the Underwriter, of Kutak Rock LLP, counsel to the Underwriter ("**Underwriter's Counsel**"), in such form as may be acceptable to the Underwriter.

(8) A certificate, dated the date of Closing, signed by a duly authorized official of the Authority satisfactory in form and substance to the Underwriter and Bond Counsel, (a) confirming as of such date the representations and warranties of the Authority contained in this Purchase Agreement; (b) certifying that the Authority has complied with all agreements, covenants and conditions to be complied with by the Authority at or prior to the Closing under the Authority Documents; and (c) certifying that to the best of such official's knowledge, no event affecting the Authority has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing the statements or information contained in the

Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect.

(9) A certificate or certificates, dated the date of Closing, signed by a duly authorized official of the City satisfactory in form and substance to the Underwriter and Bond Counsel, (a) confirming as of such date the representations and warranties of the City contained in this Purchase Agreement; (b) certifying that the City has complied with all agreements, covenants and conditions to be complied with by the City at or prior to the Closing under the City Documents; and (c) certifying that to the best of such official's knowledge, no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing the statements or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect.

(10) A certificate, dated the date of the Preliminary Official Statement, signed by a duly authorized official of the Authority deeming the Preliminary Official Statement "final" for purposes of Rule 15c2-12.

(11) A certificate, dated the date of the Preliminary Official Statement, signed by a duly authorized official of the City deeming the Preliminary Official Statement "final" for purposes of Rule 15c2-12.

(12) An executed or certified copy of each of the Legal Documents.

(13) One counterpart original or copy certified by a duly authorized officer of the City of a complete transcript of all proceedings of the City relating to the approval of the City Documents and the authorization, issuance, sale and delivery of the Bonds, together with a certificate dated as of the date of Closing of a duly authorized officer of the City to the effect that each included resolution is a true, correct and complete copy of the one duly adopted by the Board of Directors of the City and that none have been amended, modified or rescinded since adoption (except as reflected in said transcript or as may have been agreed to in writing by the Underwriter) and is in full force and effect as of the date of Closing.

(14) One counterpart original or copy certified by a duly authorized officer of the Authority of a complete transcript of all proceedings of the Authority relating to the approval of the Authority Documents and the authorization, issuance, sale and delivery of the Bonds, together with a certificate dated as of the date of Closing of a duly authorized officer of the Authority to the effect that each included resolution is a true, correct and complete copy of the one duly adopted by the Board of Directors of the Authority and that none have been amended, modified or rescinded since adoption (except as reflected in said transcript or as may have been agreed to in writing by the Underwriter) and is in full force and effect as of the date of Closing.

(15) An executed copy of the Official Statement.

(16) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of documents such as the Bonds and the Indenture.

(17) A certificate of the City with respect to the Water System evidencing that the insurance required by the Installment Sale Agreement has been procured and is in full force and effect.

(18) A Tax Certificate of the Authority and the City in form and substance acceptable to Bond Counsel.

(19) A certificate of the Trustee, dated the Closing Date to the effect that:

(i) the Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States, having the full power and authority to accept and perform its duties under the Indenture;

(ii) subject to the provisions of the Indenture, the Trustee will apply the proceeds from the Bonds to the purposes specified in the Indenture;

(iii) the Trustee has duly authorized and executed the Indenture; and

(iv) the Trustee has duly authenticated and delivered the Bonds in its capacity as trustee under the Indenture.

(20) Evidence that the Bonds have been given the rating set forth in the Official Statement and that such rating continues in effect as of the date of Closing.

(21) The Policy, duly executed by the Insurer.

(22) The Reserve Policy, duly executed by the Insurer.

(23) An opinion of counsel to the Insurer, dated the Closing Date, addressed to the Authority and the Underwriter, in form and substance satisfactory to the Underwriter and Bond Counsel.

(24) A certificate or certificates of the Insurer, dated the Closing Date, as to the accuracy of the information relating to the Insurer, the Policy and the Surety included in the Official Statement and such other matters reasonably requested by the Underwriter and Bond Counsel

(25) A certificate and/or legal opinion as required by each of the respective legal documents for the Parity Obligations regarding the Bonds issued as parity bonds.

(26) Evidence that a federal tax information form 8038-G has been prepared for filing with respect to the Bonds.

(27) A copy of the Notice of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code.

(28) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Underwriter and Underwriter's Counsel may reasonably request to evidence compliance with legal requirements, the truth and accuracy, as of the time of Closing, of the representations contained herein and in the Official Statement and the due performance or satisfaction by the Trustee and the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(c) All matters relating to this Purchase Agreement, the Bonds and the sale thereof, the Legal Documents and the consummation of the transactions contemplated by this Purchase Agreement shall have been approved by the Underwriter, such approval not to be unreasonably withheld.

If the conditions to the Underwriter's obligations contained in this Purchase Agreement are not satisfied or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the Underwriter, the City nor the Authority shall have any further obligation hereunder.

10. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefore, by written notification to the Authority and the City if at any time at or prior to the Closing:

(i) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein; or

(ii) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the

issuance, offering, or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter); or

(iv) A general banking moratorium shall have been established by federal, New York or California authorities; or

(v) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Exchange Act of 1934, as amended and the Trust Indenture Act of 1939, as amended; or

(vi) Establishment of any new restrictions in securities materially affecting the free market for securities of the same nature as the Bonds (including the imposition of any limitations on interest rates) or the charge to the net capital requirements of the Underwriter established by the New York Stock Exchange, the Securities and Exchange Commission, any other Federal or state agency or the Congress of the United States, or by Executive Order; or

(vii) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(viii) Any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Authority or the City, its property, income or securities (or interest thereon), or the ability of the City to execute the Installment Sale Agreement or the Authority to issue the Bonds and pledge the Revenues as contemplated by the Indenture and the Official Statement; or

(ix) There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(x) There shall have occurred any materially adverse change in the affairs or financial position, results of operations or condition, financial or otherwise, of the Authority or the City, other than changes in the ordinary course of business or activity or in the normal operation of the Authority or the City, except as described in the Preliminary Official Statement and the Official Statement; or

(xi) Any event shall occur or facts are discovered which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, provided, however, the Underwriter shall not terminate this Purchase Agreement if prior to the Closing and prior to the distribution of the Official Statement to any public investor the Authority, the City and the Underwriter agree to and shall have amended or supplemented the Official Statement so that the Official Statement as so amended or supplemented will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the light of the circumstances in which they were made, not misleading, and, in the sole judgment of the Underwriter, such amendment or supplement would not have a material adverse effect on the marketability or market price of the Bonds on the terms and conditions contemplated by this Purchase Agreement or the ability of the Underwriter to enforce contracts with investors for the sale of Bonds; or

(xii) An event described in Section 7(j) or 8(j) hereof shall have occurred which, in the reasonable professional judgment of the Underwriter, requires the preparation and publication of a supplement or amendment to the Official Statement; or

(xiii) The marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or

(xiv) The suspension by the SEC of the trading in the outstanding bonds of the Authority or the City; or

(xv) Other material disruptive events, occurrences or conditions in the securities or debt markets; or

(xvi) Any rating of the Bonds or other obligations of the Insurer by a national rating agency shall have been withdrawn or downgraded or placed on negative outlook or negative watch; or

(xvii) Any rating of the Bonds or other obligations of the Authority or the City by a national rating agency shall have been withdrawn, suspended or downgraded or placed on negative outlook or negative watch.

11. Performance by the Authority and the City of their respective obligations under this Purchase Agreement is conditioned upon (i) performance by the Underwriter of its obligations hereunder, and (ii) receipt by the Underwriter of all opinions and certificates to be delivered at Closing by persons and entities other than the Authority or the City.

12. After the Closing and until the End Date (a) neither the Authority nor the City will adopt any amendment of or supplement to the Official Statement to which the Underwriter shall object in writing or which shall be disapproved by the Underwriter, and (b) if any event relating to or affecting the Bonds, the Authority or the City shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to an initial purchaser of the Bonds, and the Authority will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to an initial purchaser of the Bonds, not misleading. The costs of preparing any necessary amendment or supplement to the Official Statement to be utilized until the End Date shall be borne by the Authority and any costs incurred thereafter incident to amending or supplementing the Official Statement shall be borne by the Underwriter. For the purposes of this Section, the Authority will furnish such information with respect to itself as the Underwriter may from time to time request.

13. (a) The Underwriter shall be under no obligation to pay, and the City or Authority shall pay or cause to be paid out of the proceeds of the Bonds, all expenses incident to the performance of the Authority's and City's obligations hereunder, including but not limited to: the cost of photocopying and delivering the Bonds to the Underwriter; the cost of preparing, printing (and/or word processing and reproducing), distributing and delivering the City Documents and the Authority Documents, and the cost of printing, distributing and delivering the Preliminary Official Statement and the Official Statement in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of Bond Counsel, Disclosure Counsel, the Authority's and City's municipal advisor, any accountants, financial advisors or other engineers or experts or consultants the Authority or the City have retained in connection with the Bonds and expenses (included in the expense component of the Underwriter's spread) incurred on behalf of the Authority or City officers or employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, and lodging of those officers or employees.

(b) Whether or not the Bonds are delivered to the Underwriter as set forth herein, neither the Authority nor the City shall be under any obligation to pay, and the Authority and City shall not pay, any expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in subsection (a) of this section), including any advertising expenses and the fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda, and the fees and disbursements of Underwriter's Counsel. The Authority and the City acknowledge that some or all of the expenses to be paid by the Underwriter may be included as part of the expense component of the underwriting discount or may be reimbursed to the Underwriter as out-of-pocket expenses.

14. Any notice or other communication to be given to the Underwriter may be given by delivering the same to Oppenheimer & Co. Inc., 135 Main Street, Suite 1700, San Francisco, California 94105, Attention: Municipal Capital Markets Group. Any notice or other communication to be given to the Authority or the City may be given by delivering the same to addresses initially provided herein, Attention: Executive Director with respect to the Authority and Attention: City Manager with respect to the City. The approval of the Underwriter when required hereunder or the determination of satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to you.

15. This Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof.

16. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which such counterparts shall together constitute but one and the same instrument.

17. The representations and warranties of the Authority and the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and warranties of the Authority and the City and regardless of delivery of and payment for the Bonds.

18. The primary role of the Underwriter, as underwriter, is to purchase the Bonds for resale to investors in an arms-length commercial transaction among the City, the Authority and the Underwriter. The Underwriter, as underwriter, has financial and other interests that differ from those of the Authority and the City.

19. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Authority, the City and the Underwriter, and shall be valid and enforceable as of the time of such acceptance.

20. This Purchase Agreement shall be governed by the laws of the State of California. This Purchase Agreement shall not be assigned by either party hereto.

21. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds by the Authority and the City and represents the entire agreement of the parties as to the subject matter herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

22. Any provision of this Purchase Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Purchase Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

OPPENHEIMER & CO. INC.

By:_____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

ST. HELENA FINANCING AUTHORITY

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

CITY OF ST. HELENA

By: _____
Authorized Officer

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – ST. HELENA FINANCING AUTHORITY 2024 WATER REVENUE BONDS]

EXHIBIT A

$_____
ST. HELENA FINANCING AUTHORITY
2024 WATER REVENUE BONDS

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
2040							
2041							
20__[(T)]							
20__[(T)]							
20__[(T)]							

_____

[(T)] Term Bond.

[(C)] Priced to optional call at [par] on October 1, 20__.

[*] At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

EXHIBIT B

$_____
ST. HELENA FINANCING AUTHORITY
2024 WATER REVENUE BONDS

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Oppenheimer & Co. Inc. ("Oppenheimer"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") based upon the information available to it.

1. ***Sale of the 10% Maturities***. As of the date of this certificate, for each Maturity of the 10% Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Undersold Maturities***.

Oppenheimer offered the Undersold Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

As set forth in the Bond Purchase Agreement, Oppenheimer has agreed in writing that, for each Maturity of the Undersold Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so. Pursuant to such agreement, Oppenheimer has neither offered nor sold any Maturity of the Undersold Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. ***Defined Terms***.

(a) *10% Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the "10% Maturities."

(b) *Issuer* means St. Helena Financing Authority.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Oppenheimer has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2024.

(g) *Substantial Amount* means ten percent.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(i) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the "Undersold Maturities."

The Issuer may rely on the statements made herein in connection with making the representations set forth in the Tax Certificate to which this Issue Price Certificate is attached and in its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code"). Jones Hall, A Professional Law Corporation may also rely on this Issue Price Certificate for purposes of its opinion regarding the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, Oppenheimer is not engaged in the practice of law. Accordingly, Oppenheimer makes no representation as to the legal sufficiency of the factual matters set forth herein.

OPPENHEIMER & CO. INC.

By:_____

Name:_____

Dated: _____, 2024

SCHEDULE A

SALE PRICES OF THE ACTUALLY SOLD MATURITIES AND INITIAL OFFERING PRICES OF THE OFFERED MATURITIES

(*To Be Attached)*

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(To Be Attached)

2024 Water Revenue Bonds (the “2024 Bonds”)

City Council / St. Helena Financing Authority May 28, 2024

DRALLC
Del Rio Advisors, LLC
"Independent Registered Municipal Advisor"

Existing Debt Obligations of the Water Enterprise Fund

California Statewide Communities Development Authority
Water and Wastewater Revenue Bonds, Series 2012B (the "Series 2012B")

Principal Payments:	October 1, 2024 to October 1, 2032
Remaining Amount:	$3,251,738
Interest Rates:	3.25% to 5.00% (2024 to 2032)
Purpose:	Funded $5,599,565 of Water System Improvements

City of St. Helena / St. Helena Financing Authority
2019 Loan Agreement (JPMorgan Chase Bank, N.A.) (the "2019 Loan")

Principal Payment:	October 1, 2024 to October 1, 2031
Remaining Amount:	$3,809,700
Interest Rates:	2.62% (2024 to 2031)
Purpose:	Use to refund bonds Water Revenue Bonds issued in 2006

- The 2024 Bonds are being issued to fund capital improvement projects for the Water System of the City including, but not limited to, the Bell Canyon Intake tower Replacement, Kearney and Andrea Water Main Replacement and the SMART meters project.
- The 2024 Bonds will be on parity with both the 2019 Loan and the Water System portion of the Series 2012B.
- The 2024 Bonds will be amortized over 30-years solving around the existing obligations
- The 2024 Bonds are the first of three proposed series of bonds anticipated in the Water and Wastewater Rate Study (the "Rate Study") approved by Resolution No. 2023-80 on June 27, 2023.

Estimated Financing Summary(*)

Principal Amount	$10,265,000
“Not-To-Exceed” Amount	$12,000,000
Project Fund / Proceeds	$10,500,000

Fixed Costs of Issuance	$191,270
Underwriter’s Discount	$92,385
Bond Insurance / Surety Premiums	$108,677
Total “Finance Charge”	$392,332

Total Interest	$11,117,022
Total Debt Service	$21,382,022
“All-In” TIC	4.823651%
Final Maturity	October 1, 2054 (FY 55)

(*) Based on estimated interest rates as of May 6, 2024

Estimated Sources and Uses of Funds

Sources and Uses of Funds
City of St. Helena
2024 Water Revenue Bonds

Sources:		
Bond Proceeds:		
	Par Amount	10,265,000.00
	Premium	627,331.60
		10,892,331.60
Uses:		
Project Fund Deposits:		
	Project Fund	10,500,000.00
Delivery Date Expenses:		
	Cost of Issuance	190,000.00
	Underwriter's Discount	92,385.00
	Insurance	85,528.09
	Surety	23,148.75
		391,061.84
Other Uses of Funds:		
	Additional Proceeds	1,269.76
		10,892,331.60

Estimated Costs of Issuance

Role	Party	Total
Bond Counsel	Jones Hall	$60,000.00
Bond Counsel Expenses (NTE)	Jones Hall	1,500.00
Disclosure Counsel	Jones Hall	40,000.00
Municipal Advisor	Del Rio Advisors, LLC	52,500.00
Municipal Advisor Expenses (NTE)	Del Rio Advisors, LLC	750.00
Rating Fee	Standard & Poor's Corporation	17,500.00
Trustee (Acceptance Fee)	U.S. Bank	1,000.00
Trustee (Annual Fee)	U.S. Bank	3,000.00
Trustee (Counsel Fee)	U.S. Bank	3,000.00
Printing of Official Statement	TBD	3,000.00
Rounding Adjustment / Miscellaneous	Misc.	9,019.76
Total Estimated Costs		$191,269.76

Estimated Amortization

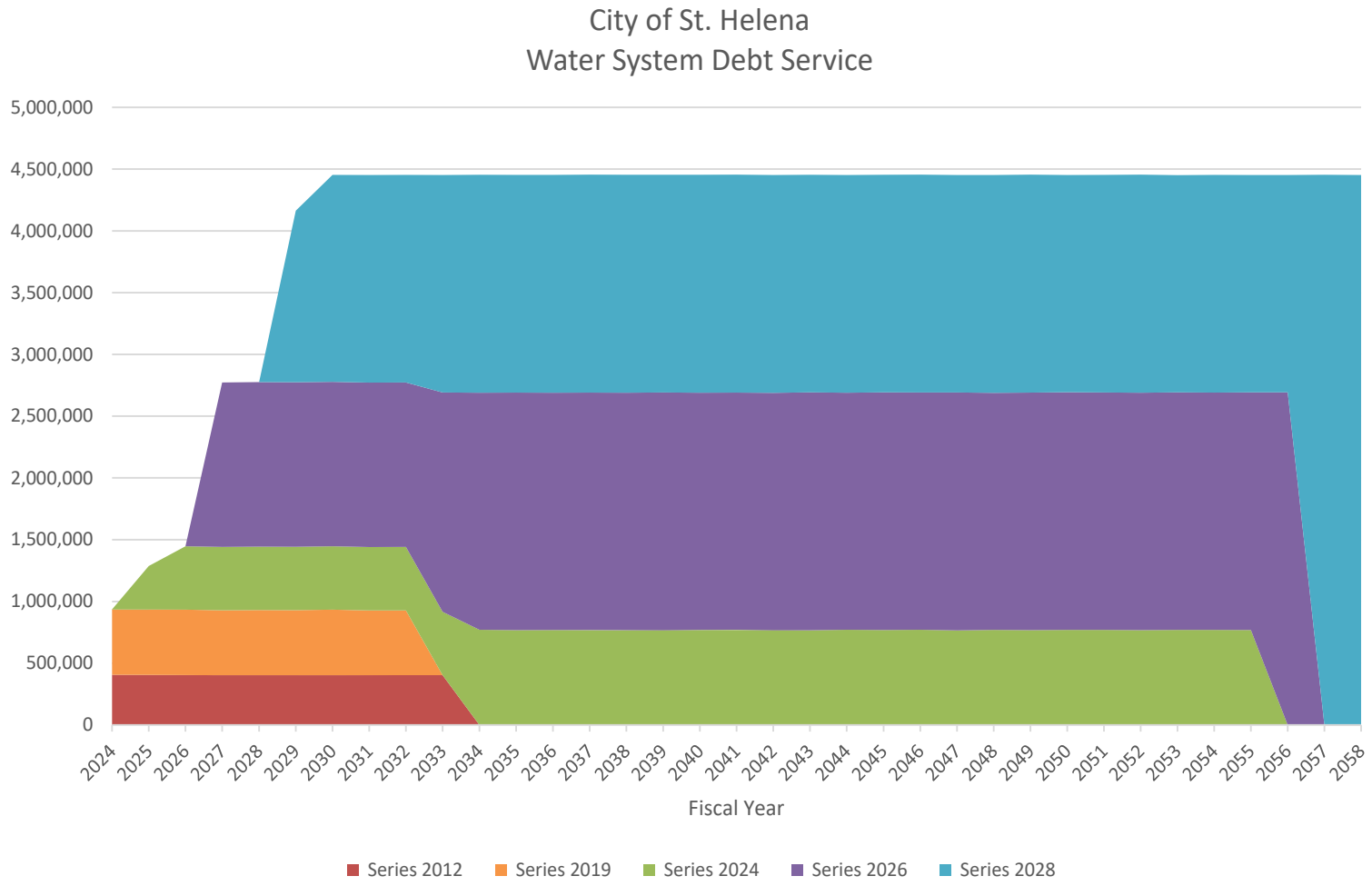
FYE	Principal	Debt Service
4/1/2025		352,147
4/1/2026		513,250
4/1/2027		513,250
4/1/2028		513,250
4/1/2029		513,250
4/1/2030		513,250
4/1/2031		513,250
4/1/2032		513,250
4/1/2033		513,250
4/1/2034	265,000	771,625
4/1/2035	275,000	768,125
4/1/2036	290,000	769,000
4/1/2037	305,000	769,125
4/1/2038	320,000	768,500
4/1/2039	335,000	767,125
4/1/2040	355,000	769,875
4/1/2041	375,000	771,625
4/1/2042	390,000	767,500
4/1/2043	410,000	767,500
4/1/2044	435,000	771,375
4/1/2045	455,000	769,125
4/1/2046	480,000	770,750
4/1/2047	500,000	766,250
4/1/2048	530,000	770,500
4/1/2049	555,000	768,375
4/1/2050	585,000	769,875
4/1/2051	615,000	769,875
4/1/2052	645,000	768,375
4/1/2053	680,000	770,250
4/1/2054	715,000	770,375
4/1/2055	750,000	768,750
	10,265,000	21,382,022

Estimated Debt Service ("All Obligations")

City of St. Helena
Water Enterprise Fund
Total Debt Service (Combined Series)

			Par Amount	**10,265,000**	**26,615,000**	**27,790,000**	
			Project Fund	**10,500,000**	**23,000,000**	**24,000,000**	
			Issue Date	**7/24/2024**	**6/30/2026**	**6/30/2028**	
Fiscal Year	**Series 2006A**	**Series 2012**	**Series 2019**	**Proposed Series 2024**	**Proposed Series 2026**	**Proposed Series 2028**	**Fiscal Year Debt Service**
2024	-	406,252.10	530,077.71	-	-	-	936,329.81
2025	-	405,391.15	529,905.16	352,146.53	-	-	1,287,442.84
2026	-	405,214.94	528,750.96	513,250.00	-	-	1,447,215.90
2027	-	401,986.57	526,732.14	513,250.00	1,330,750.00	-	2,772,718.71
2028	-	401,987.39	529,292.37	513,250.00	1,330,750.00	-	2,775,279.76
2029	-	402,887.20	527,421.17	513,250.00	1,330,750.00	1,389,500.00	4,163,808.37
2030	-	404,765.28	529,121.16	513,250.00	1,330,750.00	1,674,500.00	4,452,386.44
2031	-	402,182.54	525,506.75	513,250.00	1,330,750.00	1,680,250.00	4,451,939.29
2032	-	402,964.98	525,393.66	513,250.00	1,330,750.00	1,680,000.00	4,452,358.64
2033	-	403,121.34	-	513,250.00	1,775,750.00	1,759,000.00	4,451,121.34
2034	-	-	-	771,625.00	1,918,500.00	1,763,250.00	4,453,375.00
2035	-	-	-	768,125.00	1,923,000.00	1,761,250.00	4,452,375.00
2036	-	-	-	769,000.00	1,920,750.00	1,763,250.00	4,453,000.00
2037	-	-	-	769,125.00	1,922,000.00	1,764,000.00	4,455,125.00
2038	-	-	-	768,500.00	1,921,500.00	1,763,500.00	4,453,500.00
2039	-	-	-	767,125.00	1,924,250.00	1,761,750.00	4,453,125.00
2040	-	-	-	769,875.00	1,920,000.00	1,763,750.00	4,453,625.00
2041	-	-	-	771,625.00	1,919,000.00	1,764,250.00	4,454,875.00
2042	-	-	-	767,500.00	1,921,000.00	1,763,250.00	4,451,750.00
2043	-	-	-	767,500.00	1,925,750.00	1,760,750.00	4,454,000.00
2044	-	-	-	771,375.00	1,918,000.00	1,761,750.00	4,451,125.00
2045	-	-	-	769,125.00	1,923,250.00	1,761,000.00	4,453,375.00
2046	-	-	-	770,750.00	1,920,750.00	1,763,500.00	4,455,000.00
2047	-	-	-	766,250.00	1,925,750.00	1,759,000.00	4,451,000.00
2048	-	-	-	770,500.00	1,917,750.00	1,762,750.00	4,451,000.00
2049	-	-	-	768,375.00	1,922,250.00	1,764,250.00	4,454,875.00
2050	-	-	-	769,875.00	1,923,500.00	1,758,500.00	4,451,875.00
2051	-	-	-	769,875.00	1,921,500.00	1,760,750.00	4,452,125.00
2052	-	-	-	768,375.00	1,921,250.00	1,765,500.00	4,455,125.00
2053	-	-	-	770,250.00	1,922,500.00	1,757,500.00	4,450,250.00
2054	-	-	-	770,375.00	1,920,000.00	1,762,250.00	4,452,625.00
2055	-	-	-	768,750.00	1,923,750.00	1,759,000.00	4,451,500.00
2056	-	-	-	-	2,693,250.00	1,758,000.00	4,451,250.00
2057	-	-	-	-	-	4,454,000.00	4,454,000.00
2058	-	-	-	-	-	4,452,000.00	4,452,000.00
Totals	**1,180,750.00**	**6,479,080.25**	**6,874,517.21**	**21,382,021.53**	**54,729,500.00**	**48,706,000.00**	**139,351,868.99**

Estimated Debt Service Profile (“All Obligations”)



Cash Flow and Coverage

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

	Line Item	FY 2024	FY 2029
Revenue			
	Rates and Charges [1]	$6,873	$7,336
	Charges for Services (Additional Rates) [1][2]	$2,020	$6,078
	Other Revenue [1]	$34	34
	Capital Contributions	$22	$37
	Interest Earnings [3]	$118	$324
	Total Revenue	**$9,067**	**$13,809**
Less: O&M			
	Operations and Maintenance Expenses	$6,623	$8,337
Net Revenue		**$2,444**	**$5,472**
	Less: Parity Debt Service	($936)	($4,164)
Available for Capital / Other		**$1,508**	**$1,308**
Operating Reserve (EOY)		**$4,998**	**$16,877**
Reserve % of O&M		***75.5%***	***202.2%***
Debt Service Coverage		***2.61x***	***1.31x***

Proposed Financing, Financing Team and Recommended Action

Proposed Financing

- $10.265 million public offering
- Proposed 30-year amortization, no reserve fund or reserve fund provided by a surety
- Fixed costs of issuance of $191,270
- Bond Insurance and Surety Premium of $108,677 (if needed, dependent on rating)

Financing Team

- Bond / Disclosure Counsel: Jones Hall
- Municipal Advisor: Del Rio Advisors, LLC
- Underwriter: Oppenheimer & Co. Inc.
- Trustee: U.S. Bank Trust Company, National Association

Recommended Action

City Council adopt the Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.

St. Helena Financing Authority adopt the Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.

Questions and Discussion



Water Audit California
A PUBLIC BENEFIT CORPORATION

952 SCHOOL STREET #316 NAPA CA 94559
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May 28, 2024

City of St. Helena City Council

Sent via email to: publiccomment@cityofsthelena.org, cityclerk@cityofsthelena.org, pdohring@cityofsthelena.org, ehall@cityofsthelena.org, achouteau@cityofsthelena.org, bsummers@cityofsthelena.org, pkenealy@cityofsthelena.org

Re: City of St. Helena City Council Meeting May 28, 2024; Agenda Items 5.1, 12.1, 12.6, and 12.11

Agenda Item 5.1

City Council Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions. St. Helena Financing Authority Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.

Agenda Item 12.1

Review of the 2023 St. Helena Annual Housing Element Progress Report (APR). CEQA Determination: Not a CEQA project. Prepared By: Aaron Hecock, Senior Planner Recommendation: It is recommended that the City Council review, consider, and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2024 mandate.

Agenda Item 12.6

Approve a resolution: (1) establishing Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements with a budget of $860,000; (2) allocating $860,000 from the 2024 Water Bonds Issuance; (3) authorizing the City Manager to enter into a Professional Services Agreement (PSA) with Haley Aldrich Inc for engineering and project management services to provide a high-quality geotechnical exploration of Bell Canyon Dam for a not-to-exceed total of $781,900; and (4) authorize the Public Works Director to approve amendments to the Agreement to increase the not-to-exceed amount by up to 10% of the original PSA amount.

CEQA Determination: *Categorically Exempt, Section 15323*

Prepared By: *Lesley Milton, Interim Assistant Director of Public Works – Operations*

Recommendation: *Approve the attached Resolution.*

Agenda Item 12.11

April 2024 Review and Forecasting of City Water Supply Availability.

CEQA Determination: *Not a CEQA project Prepared By: Ian Dale, Environmental Services Tech.*

Recommendation: *Receive and file.*

To all it may concern:

WATER AUDIT CALIFORNIA
A California Public Benefit Corporation
952 School Street, #316
Napa, CA 94559
Voice: (707) 681-5111
Email: General@WaterAuditCA.org

Water Audit California (Water Audit) hereby comments on the above four agenda items, each of which is based upon gross fraud and misrepresentation. Each of the following comments is to be read as pertaining to each agenda item.

In addition to the following comments which apply generally, Water Audit notes the false statement in Agenda Item 12.1 that the Hunter project contains low income housing, which requirement was removed from the project subsequent to approval by the Planning Commission, the omission of mention of ongoing litigation to misstate the schedule of the Hunter project, and the ongoing controversy of whether the Stonebridge wells can be operated so as to cause continuing and increasing environmental injury.

Setting aside the tangible reality that the City of St. Helena (City) has inadequate water for its existing beneficial uses, the overt misrepresentations contained in the Agenda Report preclude any rational examination of the recommended decisions by the public. The misrepresentations in these agenda items put the lives and property of the City's residents in unnecessary danger. The purpose of this comment is to put the burden of potential loss of life clearly on the shoulder of the City's elected representatives.

To be clear, in the event of a catastrophe, Water Audit promises to send this comment to every news organization in the nation together with names of all complicit. As a public interest organization, we want no part of the responsibility for a disaster while we are on watch.

1. **All representations that assign the contents of Agenda Report Exhibit 1 to the Bell Canyon Reservoir are false.**

The forgoing agenda items are accompanied by a staff prepared Agenda Report to the City Council. The staff reports at page 333:

> "The Division of Safety of Dams (DSOD) provided notice to the City of St. Helena on July 5, 2023 of outstanding compliance for the Bell Canyon Dam (BCD) (Attachment 1)."

That statement and all like following are false. Staff has taken comments pertaining to one dam, the St Helena Lower Dam (aka the Lower York Reservoir) and attributed them to another dam built nearly a century later, the Bell Canyon Dam. This can be confirmed by comparing the excerpts of the DSOD listing of jurisdiction dams exhibited below.

The Department of Water Rights letter exhibited as Exhibit 1 pertains to "St. Helena Lower Dam, No. 16-2," which in the DSOD database is expressed as 16-002, California jurisdictional dam CA-00148. Note in the DODS records that the "year built" is 1878, and the condition as "fair." Both comments are correct and appropriate for the Lower York Reservoir, which was built by horse and wagon, not by modern heavy equipment.

Jurisdictional Dams

September 2017
Page
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Listed Alphabetically by County

Dam Number	Dam Name		Owner Name	Dam Height	Reservoir Capacity	Certified Status	Condition Assessment	County
National ID No.	Latitude	Longitude	Owner Type	Crest Length	Dam Type	Downstream Hazard	Reservoir Restrictions	Year Built
16.002	St. Helena Lower		City of Saint Helena	44	210	Certified	Fair	Napa
CA00148	38.51	-122.49	City, city agency, or city district	856	ERTH	High	Yes	1878

Compare and contrast with the record for Bell Canyon Dam, dam no. 16.003 (aka 16-3), California jurisdictional dam CA-00149, the Bell Canyon Dam, built in 1958 with modern methods and rated in satisfactory condition.

16.003	Bell Canyon		City of Saint Helena	95	2,530	Certified	Satisfactory	Napa
CA00149	38.56	-122.48	City, city agency, or city district	500	ERTH	High	No	1959

The City Council and staff know the difference between the two dams, which implies that the staff's misrepresentation was as the result of calculation, not incompetence. The January 20, 2017, Geotechnical Investigation Report by Kleinfelder engineering referenced in Exhibit 1, but not attached as an exhibit, clearly concerned the St. Helena Lower Dam, not the Bell Canyon Dam. Although the report is strangely

not attached and is unavailable in publicly posted records, the 2016 resolution that authorized Kleinfelder's employment reads in part:

> The Lower York Creek Reservoir was constructed in 1878. The dam at the Lower York Creek Reservoir, known as the St. Helena Lower Dam … The St. Helena Lower Dam, like all municipally owned dams in the state, is regulated under the jurisdiction of the State Water Resources Divisions of Safety of Dam (DSOD). DSOD regularly inspects St. Helena Lower Dam as well as Bell Canyon Dam and keeps extensive records on both facilities. Under the regulatory program, DSOD has presented a number of concerns to the City of St. Helena for approximately over the last 10 years. Concerns include the stability of the St. Helena Lower Dam during a seismic event. **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** As such the DSOD has restricted the amount of water storage capacity the City is permitted to store in the Lower York Creek Reservoir and directed the city to perform a geotechnical analysis. If the city continues to , not address DSOD's concerns, they can further restrict storage capacity and levy other requirements on the City if necessary. (Emphasis added.)

An additional July 2016 staff report in support of a $150,000 addition to the Kleinfelder contact which emphasized the danger of the dam and uncertainty of the present condition:

> **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** … The contingencies provide insurance to the Project that will allow staff to navigate changing conditions if unpredicted field conditions or other issues arise during the project. Not having a contingency budget could cause the Project drilling to be halted if changing conditions arise in the field … Postponing or not addressing the required work will result in restrictions to the capacity of the City's reservoir, and possible fines from regulators. For these reasons, City Staff recommends City Council approve the First Amendment augmenting Kleinfelder Incorporated's Professional Services Agreement. (Emphasis added)

In short, the representation that the Bell Canyon Dam is in dire need of structural repair to prevent failure is *prima facie* false. There is no such evidence. The St. Helena Lower Dam ***is*** in a potentially catastrophic condition, but nothing is being done or proposed to remediate it.

While the City has represented to the Department of Water Resources that it is operating the St. Helena Lower Dam at reduced capacity until sufficient funds can be

secured for removal, that representation is also false. The maximum storage may have been reduced[1], but there are no present plans for the removal of this potentially deadly dam, only deferred plans for its maintenance.

The council cannot shelter behind its usual shield of ignorance. On June 13, 2023, council deferred any rehabilitation of the Lower Reservoir in 2026/27, and even then, it assigned a budget of only $50,000. (See City of St. Helena, Agenda 12.1, *Water 5 Year Capital improvements Program*) This is a trivial sum considering the problem and risks, and completely contradictory to the concurrent representation to the Water Board that the City is seeking funds to remove the dam.

The 2017 Kleinfelder report was last seen by the City Council in May 2023, when a decision was made to ignore public trust impacts of the dam's operation and enter into a five-year water contract with Spring Mountain Vineyards to supply water at a fraction of the cost paid by City residents. There is no public record of any efforts made to secure funds for dam removal.

In short, staff has misrepresented the Bell Canyon Dam to be in the dangerous condition of the St. Helena Lower dam so as to obtain funds for the benefit of the Bell Canyon dam which is in satisfactory condition, and as a consequence, leave the dangerous Lower York dam unfunded and unrepaired. This is a shocking disregard of the duty of candor on the part of a public employees, and a callous disregard of the potential risk to human life. By this series of misrepresentations, the City Council is intentionally putting its residents' lives at risk.

2. Staff has misrepresented the contribution of Bell Canyon Reservoir to the City's water supply.

Staff has grossly misrepresented the contribution of the Bell Canyon Reservoir to the City's water needs. "The Bell Canyon Dam is part of the City's critical infrastructure, as it provides 80% of the supplied potable water for the City of St. Helena." This statement is

[1] The City's ability to control the water level in the Lower Dam have on occasion been overwhelmed by heavy rain events that have exceeded the ability to discharge flows downstream.

false, contradicted both by other statements both within and external to the Agenda Report.

In November 2021 the City wrote to the State Water Resources Control Board seeking permission to store early rain. Although obviously intending to emphasize the importance of the reservoir to the total water supply, the City's report of the contribution of Bell Canyon is 30% less than asserted in the Agenda Report:

> The City submits these petitions due to severe drought conditions and low storage levels. As of September 31, 2021, Bell Canyon Reservoir, which has historical served nearly 50% of the City's water demand, had depleted to 28% capacity. With 25% of the reservoir's capacity reserved for fire suppression support, only 3% of its capacity, or less than 100 acre-feet of water, remained for municipal use in the City's service area.

Further, at Agenda Report page 137, again contradicting the 80% representation, it is reported that the historical contributions of the different sources of the city's water supply have been:

Table 1
Water Production
Fiscal Years 2018-19 through 2022-23 (Acre Feet)

Fiscal Year	Surface Water (Bell Canyon Reservoir)	Groundwater Wells	City of Napa Interconnection	Total
2022-23	401	283	562	1,246
2021-22	379	466	393	1,238
2020-21	601	576	487	1,664
2019-20	702	363	625	1,690
2018-19	836	240	612	1,688

Source: City of St. Helena

The actual contribution of Bell Canyon reservoir to the total has been: 2022-23 - 32%; 2021-22 – 31%; 2020-21 – 36%; 2019-20 – 41%; 2018-19 – 49%, or *on average one half of the assertion of staff.*

3. Staff representations of the relative costs of water production are unsupported by facts and *prima facie* unbelievable.

At page 136 of the Agenda Report representation is made of the relative costs of production of water from the three sources available to the City of St. Helena:

> Use of the surface water from its Bell Canyon Reservoir is by far the least expensive to supply (averaging approximately $0.46/hundred cubic feet (HCF) in Fiscal Year 2023-24), while the groundwater wells ($6.00/HCF in Fiscal Year 2023-24) and City of Napa water ($6.86/HCF in Fiscal Year 2023-24) are considerably higher. The three supply costs are factored into the City's new rate structure for the Water System, as described herein.

While the staff report is bulked with numerous estimates of future capital expenditures and anticipated revenues, there is no statement of the actual historical costs of operating the Bell Canyon Reservoir and Louis Stella water treatment facility. The reader is asked to accept on faith the summary representations made by staff, which considering the foregoing is much more than should be asked.

The public deserves to know the economic and other consequences of years of outside contractor operation of the Louis Stralla treatment plant, and of thoughtless operations and maintenance, which has resulted in payroll costs approximately three times greater than market rate for staff. Clearly the cost of operation has changed during the subject five-year window, but there is no evidence of how, or by how much.

Finally, it is represented by the city that critical operating data is not available to the public as it is retained within a proprietary data base owned and controlled by a private contractor. In essence, the city has intentionally circumvented the Public Records Act by hiding its data in private hands, and now it seeks funding to continue this unlawful conduct. This cannot be tolerated.

Conclusion

The above captioned agenda items are based on inadequate and false data and must be rejected without hesitation. That is not to deny the potential needs of the Bell Canyon reservoir, or the City of St. Helena water system in general, but it is axiomatic that falsehoods multiply and require further falsehoods to sustain them, leading to a

complete loss of trust and credibility. Consider the implication of continuing down this path.

Further, we urge the City of St. Helena to recognize and plan immediate remediation of the serious risk to its citizens from the St. Helena Lower Dam. Finally, Water Audit respectfully submits that the City of St. Helena call to account all staff persons responsible for this disgraceful presentation.

Respectfully,



William McKinnon
General Counsel
Direct Dial: 530.575.5335

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, May 14, 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 Patrick Kenealy, and Council Member Billy Summers

Absent:

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

4.1

Council Member Anna Chouteau moved to adopt the agenda. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

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

5.

5.1 Consideration and proposed approval of Regular Meeting Minutes of April 23, 2024

Council Member Anna Chouteau moved to adopt the minutes. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers

NOES: None
ABSENT: Vice Mayor Eric Hall
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:
No public comment was received.

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

Ethan Walsh, City Attorney noted that there was no reportable action from the May 14, 2024 special City Council closed session meeting.

Reports were made by staff and City Council.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1 Proclamation for National Public Works Week, May 19-25, 2024 presented to Director of Public Works, Joseph Leach

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant

8.2 Proclamation for National Police Week presented to Police Chief Chris Hartley

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 Waiver of second reading and approval of an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) to update the General Plan's Land Use Map (Figure 2.1) and Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) referenced in St. Helena Municipal Code Section 17.01.070, to bring these maps into conformance with the City's adopted 2023-2031 Housing Element, and find that the proposed changes are consistent with the adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element.

CEQA Determination: General Plan Environmental Impact Report Addendum pursuant to CEQA Guidelines Section 15164

Prepared By: Aaron Hecock, Senior Planner
Recommendation:
Waive the second reading and adopt the proposed Ordinance to:

1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are consistent with adopted Addendum to the General Plan Environmental Impact Report prepared for the Housing Element and in compliance with the California Environmental Quality Act; and
2. Adopt an Ordinance approving General Plan Amendments (GPAs 2024-001, 002, 003, 004, 005, 006) Updating General Plan Figure 2.1 and Adopt Zoning Map Amendments (ZMAs 2024-001, 002, 003, 004, 005, 006) to identify zone changes for the designated Housing Opportunity Sites to be consistent with the 2023-2031 Housing Element, and incorporating these changes into the General Plan and Zoning Maps; and
3. Direct staff to explore an overlay and other options including other sites and units to replace Site 10 after adoption of the Ordinance and recertification of the Housing Element by HCD; and
4. Conduct a City Council study session focused on housing in the near future.

10.2 Adopt Resolution authorizing City Manager to execute an agreement with Websoft for Mobile Maintenance Management System software to track and maintain underground utility assets as part of Capital Improvement Program (CIP) Projects W26-02 & S26-02 Asset Management and Computerized Maintenance and Management System Development and Implementation for a three-year period and a total not-to-exceed cost of $86,100.00.

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

10.3 Consideration and approval of a resolution authorizing a temporary closure of Adams Street on Sunday, June 16, 2024, from 6:00 a.m. to 6:00 p.m.; mobile food vendors to park and operate on Library Lane during the car show event; and allowing the possession of open alcoholic beverages on the closed portion of Adams Street during the Rianda House Car Show Event scheduled for June 16, 2024.

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.

10.4 Approve a resolution authorizing the City Manager to enter into a Professional Services Agreement with Haley Aldrich Inc. for engineering services and

project management support to procure and replace all city utility smart meters as part of CIP Project W24-04 SMART Meter Deployment for a not-to-exceed cost of $406,000.

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

10.5 Approval of a Resolution Authorizing execution of a contract with On-Call Engineering firm Haley Aldrich for engineering, design, project and construction management services for Capital Improvement Program (CIP) Project S24-05 Del Campo Gravity Sanitary Sewer Main Replacement Project for a not to exceed cost of $239,095.50.

CEQA Determination: Exempt
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the attached Resolution.

10.6 Authorization to pay invoices from Rain For Rent for a cost not-to-exceed $40,069.42 and Herc Rentals for a cost not-to-exceed $69,114.15 for emergency pump rentals at the Water Treatment Plant and the Wastewater Treatment Plant for high flow events due to extended rain season

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Authorization to issue payment for pump rentals needed for inflow & influent (I&I) and Sanitary Sewer overflow (SSO) mitigation.

10.7 Consideration and proposed approval of a resolution: 1) Duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the St. Helena Employee Association to include the Public Works Financial Analyst and Recreation Coordinator classifications; and 2) Authorizing an amendment to the St. Helena Employee Association Memorandum of Understanding to include the Public Works Financial Analyst and Recreation Coordinator classifications.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

10.8 Consideration to adopt a resolution authorizing (1) the City Manager to enter into an Agreement with We Care Animal Rescue for animal shelter and adoption services for the City of St. Helena; and (2) authorize the City Manager

to execute the Agreement on behalf of the City and make non-substantive amendments to the form of agreement

CEQA Determination: Not a CEQA project
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Approve the attached Resolution.

10.9 Authorization for a purchase of MicroC Processing Chemicals for the Micro Bioreactor (MBR) facility testing for a not to exceed cost $72,950.00.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Authorization to purchase process chemicals MicroC for the MBR Facility.

10.10 Approval of a resolution authorizing the City Manager to execute a contract with Kimley-Horn, Inc. for Civil Engineering Services to provide engineering documentation and bid specifications to assist with completion of the Capital Improvement Program (CIP) Project W25-01 Napa Intertie Water Pipeline Replacement for a not-to-exceed cost of $446,200.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approval of the Professional Services Agreement with Kimley-Horn

10.11 Approval of a resolution authorizing the purchase of an Asphalt Crack Sealer for $73,365 from Cimline Inc.

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

Council Member Anna Chouteau moved to approve items 10.1 - 10.11 with Council Member Kenealy voting no on item 10.1.

The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

10.12 This item was pulled.

~~Approving a revision to the recommended alignment of a section of the Vine Trail to include a bike boulevard along Railroad Avenue between Adams Street and Fulton Lane~~.

10.12 Approving a revision to the recommended alignment of a section of the Vine Trail to include a bike boulevard along Railroad Avenue between Adams Street and Fulton Lane.

CEQA Determination: Not a CEQA project
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Approve Resolution of the City Council of the City of St. Helena approving a revision to the recommended the Vine Trail alignment Through the City of St. Helena.

Director of Public Works, Joe Leach reported on the item.

Public Comment was received by representative of Mr. and Mrs. Capp and Dan Capp

Council Member Anna Chouteau moved to approve item 10.12. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

11. PUBLIC HEARINGS

11.1 Second Public Hearing of the Proposed Adoption of a City Charter.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Provide direction to City staff on any amendments to the proposed City Charter.

April Mitts, Assistant City Manager reported on the item.

No public comment was received.

Council held the second Public Hearing of the proposed City Charter and provided direction to staff to move forward with placing the item on the November 5, 2024 ballot.

11.2 Proposed approval of a Resolution approving the issuance of the California Municipal Finance Authority multifamily housing revenue bonds in an aggregate principal amount not to exceed $27,000,000 for the purpose of financing or refinancing the acquisition, rehabilitation, improvement and equipping of Hunt's Grove apartments and certain other matters relating thereto.

CEQA Determination: Exempt
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Administrative Services Director, Mandy Kellogg reported on item.

No public comment was received.

Council Member Anna Chouteau moved to approve resolution. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

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

12. OLD BUSINESS

12.1 Proposed approval of a resolution authorizing the City Manager to execute the Final Loan Extension and Ground Lease for BRIDGE Housing Corporation and Napa Valley Community Housing related to the Hunt's Grove Apartments located at 548 Hunt Avenue.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Administrative Services Director, Mandy Kellogg and Bridge Housing representative, Caylin Bullock reported on the item.

No public comment was received.

Council Member Anna Chouteau moved to approve the resolution. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

12.2 Presentation of Opinion Research Data Related to the Proposed November 2024 Real Property Transfer Tax Revenue Measure and Direction to Staff.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Direct staff to continue working to place both the Charter City and Real Property Transfer Tax on the ballot for the November 2024 Election and provide direction to staff on the City Council's desired Real Property Transfer Tax structure.

Assistant City Manager, April Mitts reported on the item.

No public comment was received.

City Council directed staff to move forward with a Real Property Transfer Tax for the November 5, 2024 ballot with the graduated tax structure of 1.5% on property sales between $1 - $5 million, and 3% tax on total sales price over $5 million resulting in an estimated annual revenue of $5.3 million. Council further directed there would be no sunset and would be in place until ended by voters.

Council took a brief recess at 8:00 p.m. and returned at 8:10 p.m.

13. NEW BUSINESS

13.1 Proposed approval of a resolution awarding Non-Profit Grant Application funding through the Non-Profit Grant Program in the Fiscal Year (FY) 2024-25 Operations Budget in the amount of $120,000.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.

Administrative Services Director Mandy Kellogg reported on the item.

Ed Smith, Jenny Ocon and Ann Costelloe addressed the Council.

Council Member Patrick Kenealy moved to approve the resolution as presented with a friendly amendment from Council Member Chouteau to have the subcommittee consider including the Farmers Market in next year's selection.

The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

14. CITY COUNCIL REPORTS:

14.1 A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

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

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 8:38 p.m.

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED: **ATTEST:**

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

Department: Public Works

DATE:	May 28, 2024
FROM:	Joseph Leach, Public Works Director and City Engineer
SUBJECT:	Update on Pedestrian Improvements for Intersection of Kearney Street and Madrona Avenue per Active Transportation & Sustainability Committee engagement on 5/22/24.
RECOMMENDED ACTION:	
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	
FINANCIAL IMPACT:	

Andrea & Kearney Watermain Project

Curb Ramp Design Update

May 28, 2024



KEARNEY & ANDREA WATERMAIN PROJECT

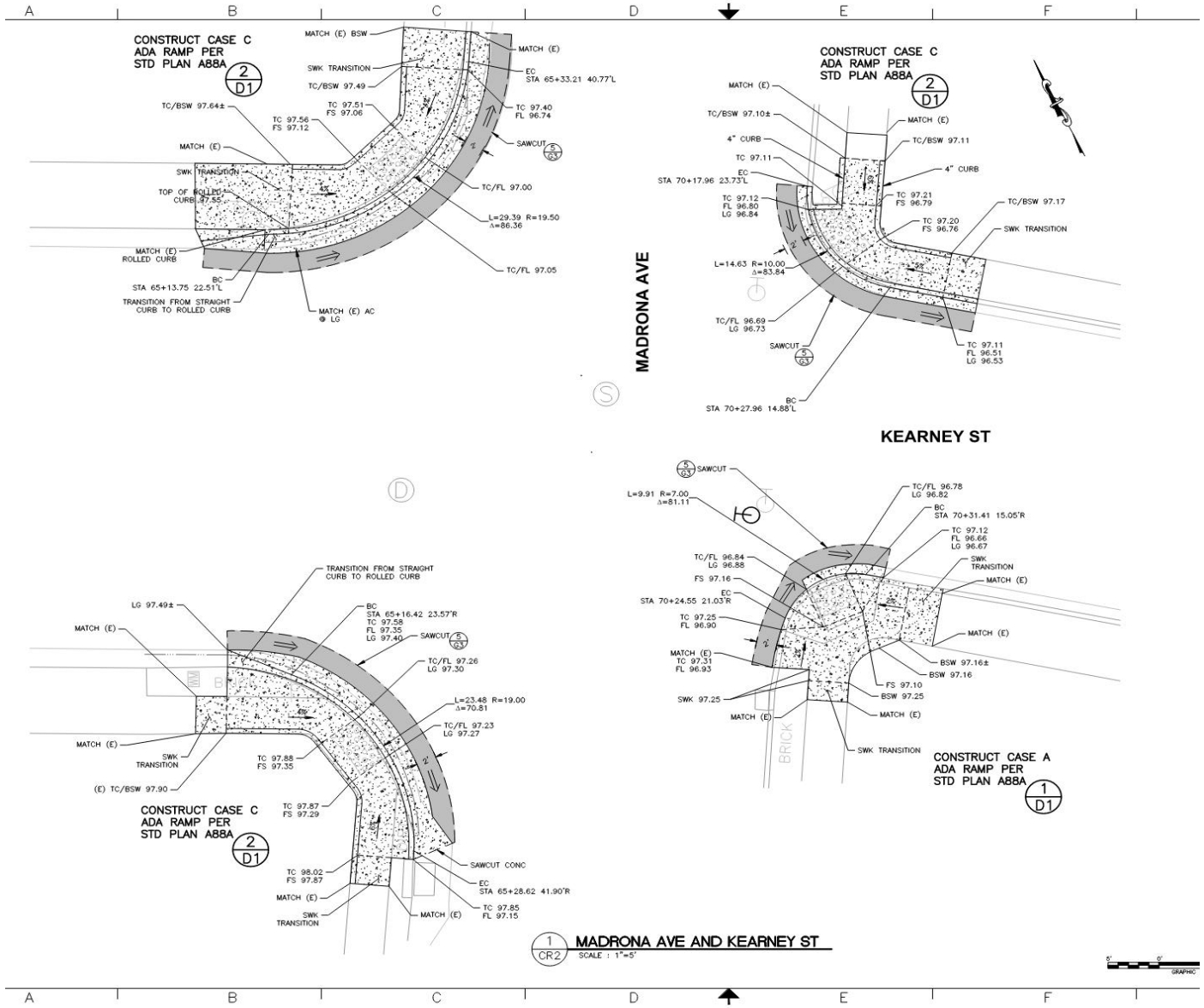
- **As part of the project, 11 curb ramps are scheduled to be replaced with new ADA compliant curb ramps.**





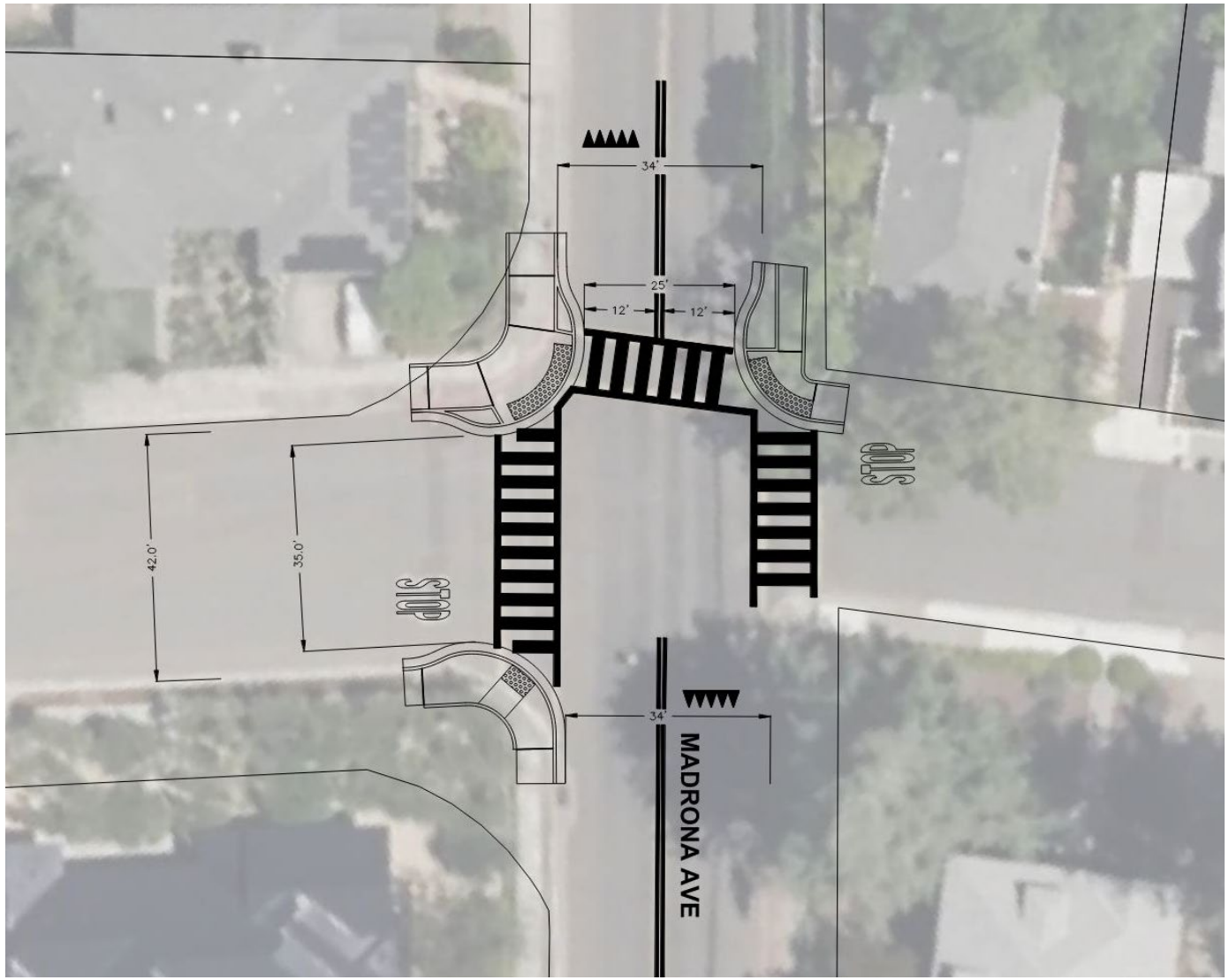
- **The original design specified *direct* or *in-kind* replacements.**

- **Staff recommends expanding the design to include enhanced safety and traffic calming features.**



- **The proposed plan includes curb extensions or *bulb-outs* and updated roadway striping.**

- **Roadway widths would be reduced to 12’ to allow for a 2’-3’ curb ramp extension or *bulb-out.***



PRATT AVENUE CURB EXTENSIONS

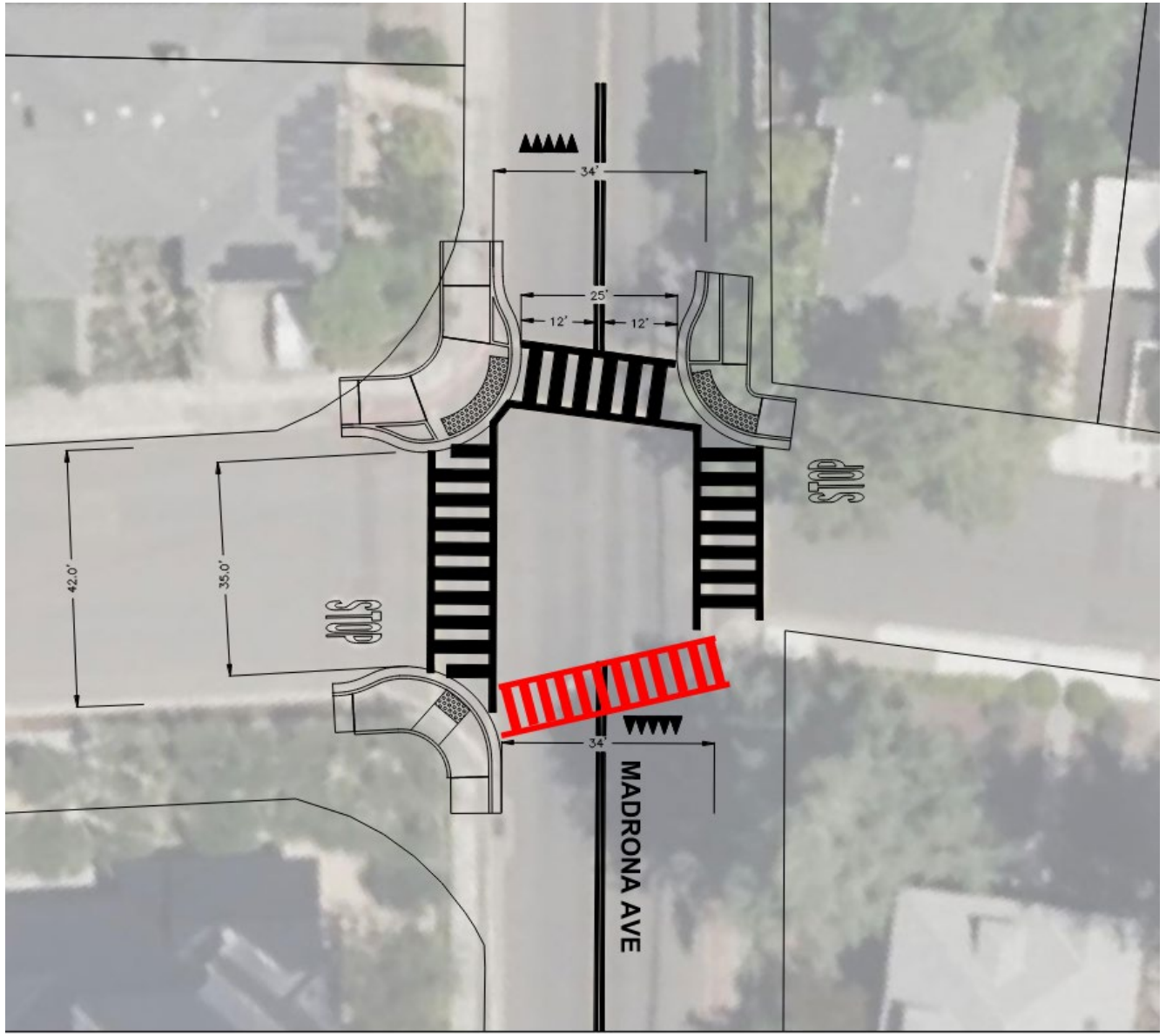
- **Curb Extensions or *Bulb-Outs* Provide a Degree of Traffic Calming and Increased Pedestrian Visibility.**



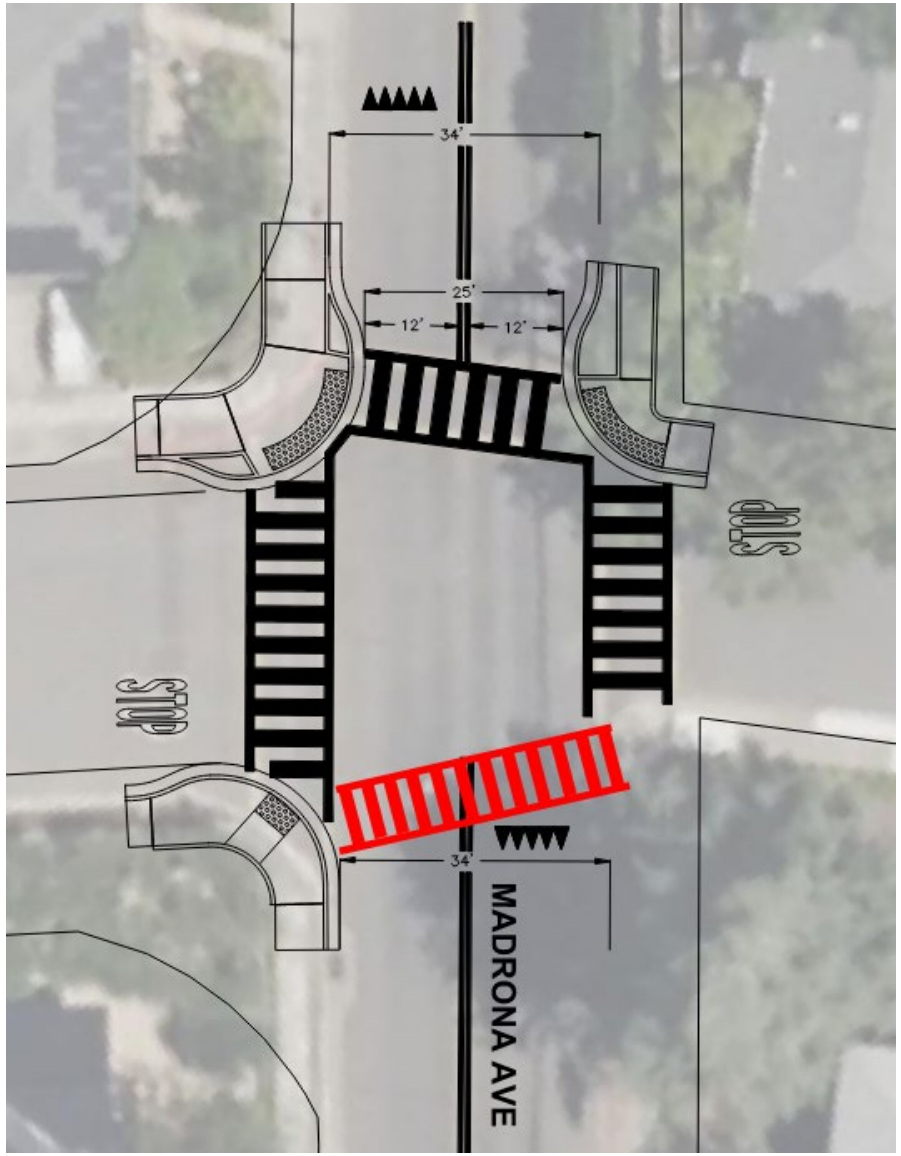


- **The plan was presented and approved at the May 22, 2024 ATSC Special Meeting.**

- **Public comment suggested the additional installation of a crosswalk segment to the southwest.**



- **Staff requested design guidance from the City's On-Call Traffic Engineering Consultant regarding the bulb-outs and additional crosswalk installation request.**
- **The plan was reviewed; the installation of the new crosswalk segment was recommended by the Engineer.**
- **Staff will be proceeding with the installation of the bulb-outs with the addition of the new crosswalk segment.**



PROCLAMATION
City of St. Helena
Recognizing May 2024 as Mental Health Awareness Month

WHEREAS, mental health is an essential part of overall well-being, impacting individuals, and communities across the United States;

WHEREAS, one in five American adults experiences a mental health condition each year and everyone faces challenges in life that can impact their mental health;

WHEREAS, many in our society continue to hold negative attitudes, beliefs, and stereotypes about individuals who experience mental health conditions. This can lead to misconceptions about mental health conditions, unfair labeling, social isolation, reduced self-esteem, a reluctance to seek treatment, barriers to treatment, and discrimination in employment, housing, education, and relationships;

WHEREAS, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life;

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to promote public awareness, hold open conversations about mental health, and help create a more inclusive and supportive society that allows individuals to seek help, access appropriate treatment, and lead fulfilling lives;

NOW, **THEREFORE, BE IT RESOLVED,** I Paul Jamison Dohring, Mayor of the City of St. Helena and the St. Helena City Council do hereby proclaim May 2024 as Mental Health Month in St. Helena. We encourage St. Helena residents to prioritize our mental well-being by:

- Becoming educated about mental health conditions, treatment options and available resources;
- Challenging negative attitudes and beliefs by speaking respectfully and inclusively about mental health;
- Seeking help with mental health challenges and encouraging others to do the same;
- Supporting organizations that provide mental health advocacy; and
- Creating safe and supportive environments for open conversations about mental health.

Dated: May 28, 2024

_____

Paul Jamison Dohring, Mayor
City of St. Helena

City of St. Helena
PROCLAMATION

RECOGNIZING THE FIRST FRIDAY IN JUNE AS NATIONAL GUN VIOLENCE AWARENESS DAY AND JUNE 2024 AS NATIONAL GUN VIOLENCE AWARENESS MONTH

WHEREAS, in 2023, 42,967 people died in the United States from gun related injuries including suicides, homicides, accidents, law enforcement actions, and mass shootings;

WHEREAS, each year an average of 115,552 are shot, causing a financial impact of more than $557 billion;

WHEREAS, each year an average of 7,957 children and adolescents are shot, with 3,540 children and teens dying by guns annually. Of those, 35 percent are by suicide and 60 percent by homicide;

WHEREAS, gun deaths have now surpassed motor vehicle deaths, and Americans are now 26 times more likely to die by gun homicide than people in other high-income countries;

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, nonfatal shootings, and calls to domestic violence hotlines;

WHEREAS, in Napa County, our cities and town are working to end gun violence with evidence-based solutions, including enacting legislation to require safe storage of firearms in the home and utilizing preventative red flag laws and court authorized restraining orders to ensure that guns do not fall in the wrong hands;

WHEREAS, in Napa County, gun owners have the responsibility to ensure that all guns are stored unloaded, locked, and if possible, separate from ammunitions when not in use. Many easy to use, affordable, and effective gun storage options exist to secure guns and prevent unauthorized access;

WHEREAS the City of St. Helena is committed to educating our citizens about gun safety and gun violence and continues to work on common sense gun violence prevention laws to prevent needless gun-related tragedies;

WHEREAS, Hadiya Pendleton was 15 years old when she was shot and killed in Chicago in 2013. Just one week earlier, Hadiya had performed with her high school majorette squad at President Obama's second inaugural parade. In response to her death, Hadiya's friends asked others to wear orange to raise awareness about gun violence. Gun violence prevention advocates and organizations nationwide have taken up orange as the color of gun violence awareness and recognize the first Friday in June as National Gun Violence Awareness Day and June as National Gun Violence Awareness Month.

NOW, THEREFORE, BE IT RESOLVED, that I, Paul Jamison Dohring, Mayor of the City of St. Helena, along with my City Council colleagues, do hereby proclaim June 7, 2024 as National Gun Violence Awareness Day and June 2024 as National Gun Violence Awareness Month.

BE IT FURTHER RESOLVED that all citizens, businesses, organizations, and public agencies continue to work collaboratively to reduce gun violence, to pledge to do all we can to keep firearms out of the hands of people who should not have access to them, to encourage responsible gun ownership, and to support all efforts to prevent the tragic effects of gun violence.

Dated: May 28, 2024

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Paul Jamison Dohring, Mayor

City of St. Helena

City of St. Helena
PROCLAMATION

LGBTQ+ Pride Month
June 2024

Whereas, June is commemorated around the globe as “International Gay Pride Month” to honor and celebrate the history, achievements, and contributions of LGBTQ+ people; and

Whereas, the City of St. Helena celebrates the vast diversity of its citizens and visitors, including those who are lesbian, gay, bisexual, transgender, queer, and seeks to ensure a safe, healthy and inclusive place for all citizens, visitors and their families; and

Whereas, the City of St. Helena strives to be a community that offers equal opportunity to its citizens, all of whom deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of gender, gender identity, gender expression or sexual orientation; and

Whereas, the City of St. Helena is committed to support and encourage diversity in the workplace and throughout the community; and

Whereas, June has become a symbolic month in which lesbian, gay, bisexual, transgender, queer (or questioning), and intersex people, their families, friends, and allies come together in various celebrations of freedom and pride; and

Whereas, California has been a leader in advancing the civil rights of its LGBTQ+ citizens. And while further progress is needed, it is important to recognize and celebrate the substantial gains that have been achieved; and

Now, therefore let it be resolved, that I, Paul Jamison Dohring, Mayor of the City of St. Helena, along with the City Council, do hereby proclaim June 2024 as **“Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month”** and invite everyone to reflect on ways we all can advance the rights and protections of LGBTQ+ people and live and work together with a commitment to mutual respect and understanding.

Dated: May 28, 2024

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Paul Jamison Dohring, Mayor
City of St. Helena

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	May 28, 2024
FROM:	Aaron Hecock, Senior Planner
SUBJECT:	Review of the 2023 St. Helena Annual Housing Element Progress Report (APR).
RECOMMENDED ACTION:	It is recommended that the City Council review, consider, and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2024 mandate.
PREVIOUS COUNCIL ACTION:	The 2023-2031 6th Cycle Housing Element was adopted by the City Council on May 9, 2023.
STATEMENT OF THE PURPOSE:	Notification that staff submitted the required APR form to HCD and OPR prior to the mandated April 1, 2024 deadline.
FINANCIAL IMPACT:	Given that the adopted Housing Element is an eight-year policy document, the fiscal impacts of implementing and meeting the goals of the 2023-2031 Housing Element are dependent on which of these goals are chosen to be addressed within a given budget year, and how the individual tasks are assigned (City staff vs consulting staff). As specific elements of the policy direction are brought forward, staff will provide individual costs and staff resources needed to accommodate each.

BACKGROUND:

In 1969, the state mandated that all California cities, towns, and counties must plan for the housing needs of residents regardless of income. This state mandate is called the Housing Element (HE) and Regional Housing Needs Allocation (RHNA). The California Department of Housing and Community Development (HCD) determines the total number of new homes the Bay Area needs to build and how affordable those homes need to be in order to meet the housing needs of people at all income levels. The numbers are provided to the Association of Bay Area Governments (ABAG) who then divides them up between all Bay Area jurisdictions.

Pursuant to Government Code Section 65400, by April 1st of each year, cities are required to submit an annual report to the Governor's Office of Planning and Research (OPR) and HCD outlining the progress made towards implementing the City's HE. Specifically, the Annual Progress Report (APR) is required to detail local efforts to remove governmental constraints to the maintenance, improvement, and development of housing. In addition, the APR must detail the actions taken by the local government

towards completion of the programs and status of the local government's compliance with the deadlines in its HE.

On May 9, 2023, the City of St. Helena adopted its 6th cycle state-mandated Housing Element update, spanning the years 2023-2031. The Housing Element details how the City plans to accommodate a total of 256 RHNA units across various income levels within this time frame.

DISCUSSION:
The Housing Element details goals, policies, quantified objectives, and implementing actions for the development, rehabilitation, and preservation of housing based upon the findings of the Housing Needs Assessment and input received through public outreach. The Housing Element is divided into two sections (1) the Policy Document, which includes the goals, policies and implementation programs and (2) the Needs Assessment, which identifies and analyzes the existing and projected housing needs for St. Helena and also identifies site for housing development that are adequate to accommodate the City's RHNA. The six overarching goals outlined in the Policy Document are as follows:

1. A Diversity of Housing to Meet Local Needs
2. High Quality Neighborhoods with a Balance of Housing Types
3. Conservation of Existing Housing
4. Assistance to Support Affordable Housing
5. Resource Conservation
6. Affirmatively Furthering Fair Housing

The implementation of these goals are supported by a number of policies, implementation programs and quantified objectives. As reported in the 2023 APR, the City Council and staff have implemented and met several of the Housing Element goals and programs, many related to changes made in the comprehensive zoning code update adopted in October 2023.

HCD requires that a report on the APR is provided to the City Council annually. Given this, staff has attached APR worksheets to supplement the information provided in this report. As identified in Table B of the APR, the City has issued building permits for 19 new residential units (including ADUs) in the first year of the 6th Cycle (and 5th cycle overlap). It should be noted that two deed restricted affordable housing projects have been entitled (951 and 963 Pope Street); once building permits are issued for these projects, those units will count toward our RHNA allocation. Table D from the APR worksheet shows polices from both the 5th and 6th Cycles (required by HCD due to cycle overlap) and progress made toward their implementation, or anticipated timeline for their implementation (from staff's perspective).

The required APR was submitted to and accepted by OPR and HCD prior to the April 1, 2024 deadline.

The 2023-2031 Housing Element and supporting information can be found at the following link: https://www.cityofsthelena.org/225/Housing-Element-Update-2023-to-2031

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Table B
Table D

Jurisdiction	St. Helena	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1 RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2 2023	2024	2025	2026	2027	2028	2029	2030	2031	3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Very Low	Deed Restricted	104	-	-	-	-	-	-	-	-	-	-	-	104
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	59	-	-	-	-	-	-	-	-	-	-	-	59
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	26	-	-	-	-	-	-	-	-	-	-	-	26
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		67	11	8	-	-	-	-	-	-	-	-	19	48
Total RHNA		256												
Total Units			11	8	-	-	-	-	-	-	-	-	19	237

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5 Extremely low-Income Need		2023	2024	2025	2026	2027	2028	2029	2030	2031	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*	52		-	-	-	-	-	-	-	-	-	-	52

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.
Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	St. Helena	
Reporting Year	2023	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
5th Cycle HE1.A	**Continue to exempt permits for regulated affordable units as well as second units from Growth Management System**	**Ongoing**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 which removed the Growth Management System from the the code in compliance with current state law. This program was subsequently modified in the City's 6th Cycle Housing Element.**
5th Cycle HE1.F	**Fast-track housing developments that meet lower income and special housing needs.**	**Ongoing**	**The City is committed to expediting any affordable housing applications that are submitted for review and action. Eight owner-occupied affordable housing units were approved by the City in Dec. 2016 (Self-Help Affordable Housing Project called the Brenkle Ct. Project from Our Town St. Helena (OTSH)). Building permits for each unit were issued in 2019 and construction has since been completed; the units are all occupied. An additional 5 deed restricted affordable units were approved in 2020 with another 5 units in 2023, however building permits have not yet been issued. This program was subsequently modified in the City's 6th Cycle Housing Element.**
5th Cycle HE2.A	**Provide incentives for higher density housing. Explore possible incentives for building attached market rate housing units for rent and for sale.**	**Ongoing**	**In an effort to implement this Goal, the City has removed the Use Permit requirement for multi-family housing in both the Medium and High Density Residential land use designations as part of the Comprehensize Zoning Code Update adopted on October 24, 2023. In addition, the City has created an SB 330 Checklist to further streamline the design and approval of by-right multi-family units within the community. This program was kept in the City's 6th Cycle Housing Element.**

5th Cycle HE3.E	Review housing needs, achievements and challenges as part of the City's regular General Plan review. As required by State law, submit a progress report to the State Department of Housing and Community Development and Governor's Office of Planning and Research by April 1st of each year.	Annually	This report is being done as a part of this Goal and as of 2023 reporting year, the City of St. Helena is up to date on its reporting requirements regarding Housing Element implementation with the Office and HCD. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE4.C	Reduce, defer, or waive fees for affordable housing developments. The City will establish a set of criteria for project eligibility to have fees reduced, deferred or waived. The City will explore and adopt as appropriate higher incentives for affordable housing developments with units affordable to extremely low and very low income households.	Ongoing	Since 2010, the City has made significant efforts to provide financial incentives, including reducing the application and impact fees for affordable housing projects and will continue to do so into the foreseeable future. Since 2016, the City committed substantial amounts of Affordable Housing Trust Fund monies (approximately $2,450,000) to three different affordable housing projects, anticipated to result in the construction and/or occupancy of 21 new affordable housing units in St. Helena through 2023. Since 2015, the City has fully funded all funding requests made by an affordable housing developers to assist with the design and construction of affordable housing units within St. Helena. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE4.F	Pursue additional funding for affordable housing. Explore other options for affordable housing funding, including a real property transfer tax and Housing Trust Fund contributions from the wine and hospitality industry in Napa Valley.	2018 and ongoing	Since 2010, the City has made significant efforts to provide financial incentives, including reducing the application and impact fees for affordable housing projects and will continue to do so into the foreseeable future. In 2018, the City joined with all municipalities in Napa County, put Measure E on the ballot, requesting voter approval of a special tax to increase Transit Occupancy Taxes on hotels by one-percent, with these additional funds being for the sole purpose of housing. This measure was approved and went into effect January 1, 2019. Estimated annual revenue from this measure is approximately $280,000. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE4.G	Continue Section 8 rent subsidy certificates. Work with the City of Napa Housing Authority to provide continued rental assistance to low, very low and extremely low income households.	Ongoing	The City continues to contract with the City of Napa for Housing Authority services, including Section 8. This program was kept in the City's 6th Cycle Housing Element.

5th Cycle HE4.L	Explore the potential of using Housing Trust Fund money to purchase existing housing for conversion to restricted affordable housing and commit funding as appropriate. Priority use of Housing Trust Fund monies will be given to the creation of housing affordable to extremely low income households.	Ongoing	Since 2010, the City has made significant efforts to utilize Affordable Housing Trust Fund monies to support the development and preservation of affordable housing projects and will continue to do so into the foreseeable future. Since 2016, the City committed substantial amounts of Affordable Housing Trust Fund monies (approximately $2,450,000) to three different affordable housing projects, anticipated to result in the construction and/or occupancy of 21 new affordable housing units in St. Helena through 2021. Since 2015, the City has fully funded all funding requests made by affordable housing developers to assist with the design and construction of affordable housing units within St. Helena. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE5.B	Encourage use of alternative energy technologies. Create incentives for the use of solar energy in new and rehabilitated housing. Incentives to adopt as appropriate include, but are not restricted to, ensuring a streamlined review process for applications, deferred fees, and reduced applicable city standards.	Ongoing	The City currently issues building permits for solar panel installation, backup battery installation, and electric vehicle charging infrastructure under the "Rapid Permit" category and will continue to do so into the foreseeable future. The City has extended services for Solar Permits to be submitted via email and paid over the phone to expedite further the process and reduce the number of trips into City Hall to get the permit. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE5.F	Provide public information on alternative energy technologies for residential developers, contractors, and property owners. The City will provide information on its website and/or City Hall regarding alternative energy technology options, possible sources of financing, and any applicable information regarding necessary local permits.	Ongoing	The City currently provides Green Building Code information upon request and has recently updated the City website, allowing additional information to be provided on an on-going basis. In 2018, the City added information regarding solar panel installation, backup battery installation, and electric vehicle charging infrastructure to the City's website to ease access to the requirements and incentives available. This program was kept in the City's 6th Cycle Housing Element.

5th Cycle HE5.D	Require cost-effective energy conservation measures in all new and rehabilitated housing to promote long-term affordability for occupants. The City will adopt the State's new Energy Efficiency Standards as part of any update to the California Building Standards Code and ensure that all new housing units constructed in the City meet or exceed these standards.	Tri-Annually	The City continues to work toward concurrent building code adoption along with standard building code updates. The last update being January 1, 2023 with adoption of the 2022 Code Standards. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE5.H	Continue to apply Municipal Code provisions pertaining to water resources. City will continue to require water-efficient landscaping for new residential and commercial construction, as well as implementing the Water Use Efficiency and Use Guidelines.	Ongoing	The City has adopted a "Water Neutral" policy for all new development (Municipal Code Chapter 13.12) and continues to implement a Water Efficient Landscape Ordinance (MWELO) in keeping with anticipated State requirements. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE1.J	Encourage development of co-housing, ecohousing, 'green' manufactured homes and other 'nontraditional' forms of housing. Ensure these housing types are addressed in the development of design guidelines to streamline to approval process.	Ongoing	The City Council has expressed an interest in reviewing housing needs Citywide now that the 2040 St Helena General Plan has been adopted. The City adopted a Comprehensive Zoning Code Update on October 24, 2023 which inlcuded design guidelines that provide a path for ministerial review of multi-family housing projects. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE2.D	Modify section 17.100 of the Zoning Ordinance to rename the Mobilehome Park Overlay District to "Manufactured Housing Overlay District". Develop policies to streamline the review process for this overlay district on residential land for projects that create land-ownership opportunities for residents. Support giving residents the right of first refusal if an existing park is to be sold.	Ongoing	The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in compliance with current state law. This program was removed from the City's 6th Cycle Housing Element.

5th Cycle HE2.I	**Review and revise development standards pertaining to second units. Ensure that the development of second units is physically and financially feasible in targeted areas. Give particular attention to parking standards, setbacks, and impact fees.**	**Ongoing**	**In 2020 and 2023, the City adopted updated ADU regulations which streamlined the review process for ADU construction and conversion, in keeping with the requirements of State law. The St Helena 2040 General Plan update was adopted in May 2019. The City adopted a Comprehensive Zoning Code Update on October 24, 2023 which is in compliance with current state law for ADUs. This program was removed from the City's 6th Cycle Housing Element.**
5th Cycle HE2.J	**Provide financial assistance for second unit development. Incentives might include low interest loans or fee waivers.**	**2020/2023**	**The City of St. Helena has amended its zoning ordiancne to be compliant with state law with regards to ADUs, their permitting, and reduced impact fees. The City adopted a Comprehensive Zoning Code Update on October 24, 2023 which is in compliance with current state law for ADUs. This program was modified and expaneded in the City's 6th Cycle Housing Element.**
5th Cycle HE2.K	**Target specific areas for second unit incentives. Create incentives to construct second units in the medium density areas near downtown. Incentives to adopt as appropriate include, but are not restricted to, fast tracking development applications, deferred development fees, and reduced parking and/or other city standards.**	**Ongoing**	**The City of St. Helena has amended its zoning ordiancne to be compliant with state law with regards to ADUs, their permitting, and reduced impact fees. The City adopted a Comprehensive Zoning Code Update on October 24, 2023 which is in compliance with current state law for ADUs. This program was kept in the City's 6th Cycle Housing Element.**
5th Cycle HE2.M	**Link financial incentives and development standard variances to affordability requirements for second units. Require that either the main house or the second unit is used as a rental unit that is affordable to moderate or below moderate households whenever the City assists in development through financial incentives or by granting a variance**	**Ongoing**	**The City Council has expressed an interest in reviewing housing needs Citywide on an ongoing basis. The City adopted a Comprehensive Zoning Code Update on October 24, 2023 which is in compliance with current state law for ADUs, their permitting, etc. The City's 6th Cycle Housing Element identifies Key Housing Opportunity Sites and potenital rezoning oppotunities withing the City. This program was modified in the City's 6th Cycle Houisng Element.**

5th Cycle HE2.N	Respond to complaints regarding illegal units. The City will work with the property owners to help bring illegal units up to code and to abate the use of non-habitable buildings as living units	Ongoing	While the City does not have a dedicated Code Enforcement Department, Community Development, Public Works, Fire and Police Department staff is responsible for responding to Code Enforcement complaints and prioritize life and safety issues, such as substandard housing, in these efforts. Additional Code Enforcement improvements have been identified as an element of the adopted City Council goals, including the potential addition of a dedicated Code Enforcement Officer. This program was kept in the City's 6th Cycle Housing Element.
5th Cycle HE2.O	Identify appropriate 'target' areas for conversion of single family homes to multi-unit dwellings, Identify areas, zoning districts, or specific sites where conversion would be appropriate or desirable.	Ongoing	A majority of the City's residential land is designated as Medium Density Residential, allowing conversion of existing SFD to MFD at a density of 5.1-16 units per acre. The City's 6th Cycle Housing Element identifies Key Housing Opportunity Sites and potential rezoning opportunities withing the City. The 6th Cycle Housing Element identifies sites for rezoning to increase density and encourage affordable housing production. This program was not included in the 6th Cycle Housing Element.
5th Cycle HE2.P	Develop a program to encourage affordable housing in clusters of 4-6 units on Infill parcels on west side of town. The City will post an inventory of available sites on the City's website. City will explore and adopt as appropriate incentives to encourage affordable housing clusters, including, but not limited to priority permitting processing, reduced or waived development fees, reduced parking and/or other city standards, and an additional density bonus.	Ongoing	The City Council has expressed an interest in reviewing housing needs Citywide on an ongoing basis. The Comprehensive Zoning Code update adopted on October 24, 2023 made a number of changes to facilitate housing including redcuced setbacks, parking reductions and permitting multi-family residential as a by right use in the Medium Density Residential District. Further, a majority of the City's residential land is designated as Medium Density Residential, allowing conversion of existing SFD to MFD at a density of 5.1-16 units per acre. The City's 6th Cycle Housing Element identifies Key Housing Opportunity Sites and potential rezoning opportunities within the City. This program was not included in the 6th Cycle Housing Element.

5th Cycle HE3.A	**Restrict conversion of rental units to condominiums. Current policy allows conversion to condominiums under certain circumstances when the vacancy rate is high. The presence of second homes results in an inflated vacancy rate. The policy should be further studied to reflect a general guiding principle of preserving the affordable housing stock while eliminating the current linkage to vacancy rates.**	**Ongoing**	**The City Council has expressed an interest in reviewing housing needs Citywide on an ongoing basis. Restrictions on condominium conversions of existing apartment units was included in the City's Comprehensize Zoning Code Update adopted on October 24, 2023. This program was kept in the City's 6th Cycle Housing Element.**
5th Cycle HE3.B	**Charge an affordable housing impact fee whenever housing units are converted to other uses. Exempt conversion projects that create affordable for-sale housing from this impact fee.**	**Ongoing**	**The City currently charges an Housing Impact Fee. The City Council has expressed an interest in reviewing housing needs Citywide on an ongoing basis. Restrictions on conversions of existing housing units to non-housing uses was inlcluded in the City's Comprehensive Zoning Code Update adopted October 24, 2023. This program was kept in the City's 6th Cycle Housing Element.**
5th Cycle HE3.D	**Continue to limit the conversion of market rate housing to vacation rentals. Abate the use of illegal vacation rentals, including time shares and fractional interests.**	**Ongoing**	**The City strictly limits the use of residential units for short-term rental (STR) use to a maximum of 25 STR units within the City. Funds collected from these units are utilized to assist with active and aggressive enforcement of these limitations. This enforcement continued to be a priority in 2023. This program was kept in the City's 6th Cycle Housing Element.**

5th Cycle HE4.A	**Review and possibly amend the inclusionary housing ordinance to: (1) adjust the inclusionary housing ordinance to require further distribution of affordable units with the various income categories. (2) Balance collecting housing impact fees with the requirement to construct affordable housing, either on or off site depending on the size of the site and other site conditions, for larger commercial developments. Evaluate increasing the housing impact fees to reflect the increasing cost of housing in the community. Collect housing impact fees for small commercial development where requiring residential construction would not be feasible. (3) Increase appropriate residential construction in-lieu fees and/or create a sliding scale for larger homes. (4) Add an above moderate-income workforce housing component to the Inclusionary Housing Ordinance requirements**	**Ongoing**	**The City Council has expressed an interest in reviewing housing needs Citywide on an ongoing basis. Revisions to the City's Inclusionary Housing Ordinance were included in the City's Comprehensize Zoning Code Update adtoped on October 24, 2023. In preparing for this process, the City commissioned a "White Paper" on housing issues to further highlight the housing needs and opportunities available within the community. The City's 6th Cycle Housing Element identifies Key Housing Opportunity Sites and potenital rezoning oppotunities withing the City. This program was not included in the City's 6th Cycle Housing Element.**

5th Cycle Goal 3 Quantified Objective:	**Assist in the acquisition of low-interest loans for rehabilitation, including energy conservation, of 10 lower-income housing units by January 31, 2023 of the end of the Housing Element planning period (2 extremely low income, 2 very low income, 3 low income, and 3 moderate income households).**	**12/31/2022**	**City was awarded $500,000 HOME funds grant in 2017 and initiated implementation of a program to make 0-interest, 0-payment 30-year loans for rehabilitation work to owners of deed restricted homes. To date, the City has expended or committed approximately $472,250 of these funds to assist 22 low-income homeowners and continues to roll out funds as loans are repaid. The City was awarded another $500,000 in HOME funds in 2020. Marketing and outreach efforts have begun. To date, the City has expended or committed approximately $43,100 of these funds to assist one low-income homeowner and continues to roll out funds as loans are repaid. The City submitted a request for an increase to the low maximum after rehab price limit of $618,000 in Napa County. If approved this will increase the number of eligible applicants and qualified units. New quantified objectives were included in the City's 6th Cycle Housing Element.**
5th Cycle Goal 1- Quantified Objective:	**Construct 4 units of affordable housing to Extremely-Low income households; 4 units of housing affordable housing to Very Low Income households; 5 units for Low Income households; 5 units for Moderate Income households; and 13 units for above Moderate Income households by October 31, 2022 (31 total RHNA).**	**12/31/2022**	**The City has issued building permits for the Turley Flats affordable housing project, an 8-unit multifamily project with loan funding from the Affordable Housing Trust Fund (all low income). Occupancy of all units occurred in 2019. Further, the City has issued building permits for the Brenkle Court 8-unit affordable housing project (2 very-low and 6 low income; these units are now occupied also. In 2020, the City approved a deed restricted affordable housing project (4 low to very-low income and 1 moderate income) at 963 Pope Street. In 2023, the City approved a 5 unit, deed restricted houisng project at 951 Pope Street. The combined affordability of these units is expected to help the City make significant progress toward meeting these unit counts. New quantified objectives were included in the City's 6th Cycle Housing Element.**
5th Cycle Goal 4 Qualtified Objective:	**Reduce, defer or waive fees for 18 housing units affordable to extremely low, low, very low and moderate income households.**	**12/31/2022**	**The City has both reduced and deferred fees (through a loan from the Affordable Housing Trust Fund) for the Turley Flats Affordable Housing Project, an 8-unit multi-family development at 1105 Pope St, the Brenkle Court 8-unit affordable housing project access off of McCorkle, and the 5-unit affordable houisng project at 963 Pope Street. Combined, the City has reduced, deferred or waived fees for 21 affordable housing units as of Jan. 1, 2023. New quantified objectives were included in the City's 6th Cycle Housing Element.**

6th Cycle H-A Available Site Inventory	**The City will prepare a sites inventory and suitability analysis that identifies suitable sites for housing development that allows targeted income housing developers to have a clear idea of what sites are suitable for meeting the Regional Housing Needs of the City. To accommodate the remaining lower-income RHNA of 156 units, the City of St. Helena will identify and rezone a minimum of 14 acres to the HDR zoning district, allowing exclusively residential uses and a minimum of 20 units per acre to a maximum of 28 units per acre by January 31, 2024. Rezoned sites will permit owner-occupied and rental multifamily uses by right pursuant to Government Code section 65583.2(h) and (i) for developments in which 20 percent or more of the units are affordable to lower income households and will be selected from sites 2, 3, 5, 8, and 10 in the parcel listing (Table 58). The City will maintain an inventory of parcels meeting the requirements of Government Code Section 65583.2(c); that is, vacant sites identified in two or more consecutive housing elements or nonvacant sites identified in a prior housing element, that are identified to**	**By January 31, 2024 Publicly available inventory: by 2024 Hunter Subdivision Building permits: 2025 Evaluate timeline by end of 2025**	**The City's adopted and certified 6th Cycle Housing Element identifies Key Housing Opportunity Sites and potenital rezoning oppotunities withing the City. The Housing Element and associated documentation have been posted on the City's website since adoption in May 2023. The City has initiated rezoning of the sites called for in the Housing Element and anticipates them being adopted by June 2024 at the latest. They are schduled to go to the Planning Commission on March 5, 2024 and then the City Council in April 2024.**

6th Cycle H-B Growth Management System	**The City will remove the Growth Management System (GMS) from the Zoning Code. Due to Senate Bill 330, the GMS cannot currently be enforced. The City shall remove the GMS from the zoning code through the current Comprehensive Zoning Code Update currently underway. The GMS has been removed from the Draft Zoning Code, which is scheduled for adoption in summer/fall 2023.**	**Implementation: immediate Revised Zoning Code: by 2025 (prior to sunset of SB 330)**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in compliance with current state law; the GMS was removed from the code as part of this process.**
6th Cycle H-E Streamline Special Needs Housing	**The City will apply streamlined ministerial review to housing developments that meet the needs of lower income households and special needs groups, such as seniors, people with disabilities, farmworkers, and homeless families and individuals. The City shall evaluate the streamlined review policy every two years to identify constraints on special needs housing production. The City shall provide priority processing to development applications that work to provide housing for residents with special housing needs. The City shall also support these applicants by providing technical support through the entitlement process and shall provide additional density bonuses and modifications to development standards (beyond State law) to special needs housing projects proposed on the western half of the city, where fair housing issues are less concentrated.**	**Evaluate constraints: every two years Apply streamlined review: throughout planning period**	**The City has committed to streamlining review for housing development projects. As part of the Comprehensive Zoning Code Update adopted on October 24, 2023, multi-family housing projects no longer require use permit approval in the Medium Density Residential (the City's predominant residential land use) or High Density Residential districts when they comply with the objective design standards.**

6th Cycle H-F Municipal Code Updates	**The City will amend the Municipal Code to comply with state law to:** **· Allow low barrier navigation centers.** **· Allow for residential care facilities of six or fewer in zones allowing single-family uses, subject only to the requirements of single-family uses and permit facilities with seven or more beds in all residential zones with objectivity and certainty** **similar to other residential uses of the same form** **· Update Chapter 17.144 (Affordable Housing) to reflect new maximum density bonus tier framework** **in compliance with Gov. Code Sections 65915 through 65918.** **· Amend the Zoining Ordinance to define "family" as one or more persons living together as a single** **housekeeping unit in a dwelling unit. The definition should not distinguish between related and unrelated individuals and should not impose a numerical limit on the number of persons that constitute a family.** **· Update parking requirements related to emergency** **shelters to require only** **be the number of spaces necessary for staff**	**By 2025**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.**

6th Cycle H-G Safety Element Update	**The City will, in accordance with SB 1035, update the General Plan Safety Element to include any new information on fire and flood hazards, as well as climate adaptation and resiliency strategies. In accordance with SB 99 and AB 747, the updated Safety Element will also include evacuation routes and their capacity, safety, and viability under a range of emergency scenarios and to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.**	**2024**	**The City adopted its Public Health, Safety and Noise Element Update along side its 6th Cycle Housing Element Update on May 9, 2023.**
6th Cycle H-H Workforce and Farmworker Housing	**Identify and adopt, as appropriate, development incentives such as higher density and height allowances, a streamlined design review process, and financial incentives, including fee reductions and waivers and contributions from the City's Housing Trust Fund, to encourage the development of workforce and farmworker housing, including additional incentives for those projects in low-density high-income areas** **Encourage the development of:** **· 10 units identified for workforce or farmworker housing during the planning period** **· 2 workforce housing developments in low-density high-income areas** **Address the lack of affordable housing types in the city** **Address the lack of farmworker housing in the city**	**By 2025**	**The City adopted its Public Health, Safety and Noise Element Update along side its 6th Cycle Housing Element Update on May 9, 2023.**

6th Cycle H-I ADU Workforce Housing Incentive Program	**Establish an ADU Workforce Housing incentive program** **Market financial incentives to residents in LR and MR zones, particularly on the western portion of the City** **in combination with Programs H-Q and H-R, encourage the development of:** **· 80 accessory dwelling units, targeting 60 on the western portion of the city** **· 20 ADUs with affordability restrictions during the planning period, including 15 within the western portion of the city.** **· 15 ADUs near downtown** **Address the lack of affordable housing types in the city** **Address the lack of farmworker housing in the city**	**Establish program: by 2025** **Provide marketing and engagement events: 2025**	**Ongiong task.**
6th Cycle H-J Non-traditional Housing Types	**Evaluate current zoning practices to identify constraints to non-traditional housing types by 2025** **Amend the zoning code to remove constraints and provide objective design standards by 2026** **Encourage the development of:** **· 10 missing middle units on infill parcels or in areas within the western portion of the city, consistent with AFFH.** **· 4 non-traditional housing units during the planning period.** **Address the lack of affordable housing types in the city**	**Encourage non- traditional housing types: throughout the planning period** **Evaluate zoning: by 2025** **Amend zoning: by 2026**	**The City Council has expressed an interest in reviewing housing needs Citywide on an ongoing basis. The Comprehensive Zoning Code update adopted on October 24, 2023 made a number of changes to facilitate housing including redcuced setbacks, parking reductions and permitting multi-family residential as a by right use in the Medium Density Residential District. Further, a majority of the City's residential land is designated as Medium Density Residential, allowing conversion of existing SFD to MFD at** **a density of 5.1-16 units per acre.**

6th Cycle H-L City-owned Sites	**Engage local affordable housing developers immediately** **Study city owned sites to determine the most efficient use for affordable housing development within the first year following adoption** **By 2026, implement an action plan to sell, or release an RFP to develop, City owned land for affordable housing development based on the findings of the conducted studies. Through the action plan, establish and implement a variety of incentives to facilitation housing development.** **Maintain compliance with the Surplus Land Act throughout the 2023-2031 Housing Element Planning Period** **Make properties available through the Surplus Land Act process** **Target Exclusive Negotiating Agreement by Fall 2026** **Target land use entitlements issuance by Spring 2028** **Encourage the development of 57 lower-income units in the northeast quadrant of the city near transit opportunities, and where fair housing issues are less concentrated, and walkability and environmental scores are more positive**	**Engage developers: immediately upon adoption** **Conduct studies: by July 2025** **Implement action plan and incentives for City owned sites: by 2026** **Rezone sites: by Jan. 31, 2026**	**The City has had active communication with local affordable housing developers throughout the 6th Cycle Housing Element Update process and continues that communication currently. On January 22, 2024, the City issued a Notice of Availability to sell/lease surplus property pursuant to California Government Code Section 54220, et seq. for Housing Opportunity Sites 1 & 2. The City has initiated rezoning of the sites called for in the Housing Element and anticipates them being adopted by June 2024 at the latest. They are schduled to go to the Planning Commission on March 5, 2024 and then the City Council in April 2024.**
6th Cycle H-M Incentives for Lower-cost Housing Types	**Encourage the development of 20 lower income units during the planning period** **Study potential incentives for attached market rate units by 2027** **Address the lack of affordable housing types in the city**	**Throughout the planning period** **Attached market-rate housing study by 2027**	**Ongiong task.**

6th Cycle H-N Zoning to Facilitate Higher Density Housing	**Modify the development standards within the Zoning Ordinance to encourage higher density developments by 2026, with a goal of encouraging the development of 30 multifamily units in the HR zone and on key housing sites in the MR zone, as well as through the development of duplexes and triplexes in the MR zone during the planning period** **Develop land use patterns that work to overcome geographic concentrations of lower-and moderate- income earning populations** **Address the lack of affordable housing types in the city**	**By 2026**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.**
6th Cycle H-0 Exemptions from the Minimum Density	**Prohibit exemptions from minimum density requirements** **Encourage development patterns that work to overcome geographic concentrations of lower-and moderate-income earning populations**	**By 2026**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.**

6th Cycle H-P Mixed-use Development Types	**Amend the Zoning Ordinance to create and implement the development criteria set for mixed use development by 2026** **Encourage the development of 20 housing units in mixed-use projects during the planning period** **Explore and adopt, as appropriate, development incentives such as higher density and height allowances, a streamlined design review process, and financial incentives, including fee reductions and waivers and contributions from the City's Housing Trust Fund, to encourage employers to provide on- site employee housing** **Address the lack of affordable housing types in the city**	**By 2026**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.**
6th Cycle H-Q Direct Assistance for ADU Development	**Provide direct financial incentives to 10 ADU projects in the planning period** **Explore additional financial incentives by 2025** **Provide informational materials and technical assistance regarding the development of ADUs to 30 households in low-density western portions of the city within the planning period** **Address the lack of affordable housing types in the city**	**Explore additional incentives: by 2025** **Provide information al materials: by 2025** **Engage Napa Sonoma ADU:** **annually**	**Ongiong task. ADU materials including a brochure have been placed on the City's website. The City is in frequent communication with the Napa-Sonoma Collaborative.**

6th Cycle H-R Place-based ADU Strategy	Establish place-based ADU strategies and incentives by 2026 In combination with Program H-I and H-Q, the development of: · 80 accessory dwelling units, targeting 60 on the western portion of the city · 20 ADUs with affordability restrictions during the planning period, including 15 within the western portion of the city. · 15 ADUs near downtown Proactively work to overcome concentrations of lower- and moderate-income earning households Proactively work to relieve displacement pressures on multifamily zones	Establish program: by 2026	Ongoing task.
6th Cycle H-S Affordability Requirements for ADU Incentives	Update the zoning ordinance to include affordability requirements for ADU projects receiving financial or regulatory incentives by 2026 Incentivize the development of: · 12 very low-income units · 14 low-income units · 6 moderate income units	By 2026	The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.
6th Cycle H-T Illegal Housing Units	Respond to complaints regarding illegal units Provide technical support to assist all lower income units to be brought up to code in the planning period Provide financial support to assist five lower income units in the southeast quadrant of the City to be brought up to code within the planning period	Throughout the planning period	Ongoing task.

6th Cycle H-U Place-based Density Increases	**Adopt incentives for small multi-unit SB 9 projects in single-family zones by 2024, with a goal of incentivizing the development of 10 SB 9 projects in the planning period** **Publicize informational materials by 2024; update within 30-days of changes** **Revise the Zoning Code by 2026** **Proactively work to overcome concentrations of lower- and moderate-income populations** **Proactively work to relieve displacement pressures in multifamily zones**	**Allow duplexes: by 2024** **Adopt incentives: by 2024**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.**
6th Cycle H-V Multi-unit Development in Low-Density Higher-income Area	**Post an inventory of potential housing sites on the City's web site immediately following adoption of the Housing Element** **Explore revisions to development standards to encourage multi-unit infill development (as part of comprehensive zoning code update) by 2026**	**Housing sites posted to website in 2023** **Standards update: 2026** **Explore potential addition incentives: by 2026**	**Opportinity sites have been posted on the City's website since 2023. The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were considered as part of that process.**
6th Cycle H-W Missing Middle Housing	**Revise zoning standards to encourage missing middle housing by 2026** **To enhance housing mobility and housing choice, encourage the development of a variety of missing middle housing types in infill projects; support the development of three missing middle housing developments between three and 20 units** **To enhance housing mobility, encourage the development of 15 lower- and 15 moderate-income units in low-density high-income areas**	**Revise Zoning Code: by 2026**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.**

6th Cycle H-X Condominium Conversion	**Preserve existing affordable housing stock** **Update current policy to remove linkage to vacancy rates** **Completely restrict condominium conversion in the southeastern quadrant of the City** **Address the lack of affordable housing types in the city**	**Update policy by 2026**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.**
6th Cycle H-Y Affordable Housing Impact Fee	**Evaluate the impact fee against the real cost of affordable housing development every two years** **Discourage the conversion of residential uses to nonresidential uses** **Using funds generated through the Affordable Housing Impact fee, provide financial assistance to support the development or preservation of 70 lower-income units in the southeast quadrant, including, but not limited to, units on sites 5, 7, and 8** **Address the lack of affordable housing types in the city by working to retain existing units or generating funding for future affordable units**	**Throughout the planning period** **Evaluate impact fee: every two years**	**The City is currently in the process of updating its Affordable Housing Impact Fee with an anticipated adoption in the summer of 2024.**
6th Cycle H-Z At-Risk Assisted Affordable Housing Units	**Unless consistent with the terms of an affordable housing agreement with the City of St. Helena, prohibit the conversion of assisted affordable units to market rate** **Retain all assisted affordable units during the planning period** **Immediately (by 2024) engage homeowners with expiring deed-restrictions**	**Engage at- risk property owners: immediately , and twice annually thereafter**	**The City contracts with the Napa County Housing Authority to monitor and administer restricted units within the City. We are in continual contact with the Housing Authority and property owners regarding restricted units.**

6th Cycle H-AA Vacation Rentals	**Maintain the current stock of market rate housing** **Restrict the conversion of housing units to vacation rentals occupied by lower- and moderate-income households in the southeast quadrant of the city where fair housing issues exist in greater concentrations** **Discourage the conversion of market rate housing units to vacation rentals, particularly in low-density higher-resourced areas** **Address the lack of affordable housing types in the city**	**Throughout the planning period**	**The City adopted a Comprehensive Zoning Code Update on October 24, 2023 that continues to restrict short-term rentals within the City.**
6th Cycle H-BB Special Housing Needs Rehabilitation Program	**Pursue funding to assist with rehabilitation costs for lower income households and seniors, with a goal of securing $200,000 in funding during the planning period, including $100,000 for projects in the southeastern quadrant of the city** **During the Planning Period, encourage the rehabilitation/conservation of:** **· 20 units accessible to seniors** **· 10 units accessible to persons with a disability**	**Annually and as notices of funding availability are released.**	**Ongoing task. City was awarded $500,000 HOME funds grant in 2017 and initiated implementation of a program to make 0-interest, 0-payment 30-year loans for rehabilitation work to owners of deed restricted homes. To date, the City has expended or committed approximately $472,250 of these funds to assist 22 low-income homeowners and continues to roll out funds as loans are repaid. The City was awarded another $500,000 in HOME funds in 2020. Marketing and outreach efforts have begun. To date, the City has expended or committed approximately $43,100 of these funds to assist one low-income homeowner and continues to roll out funds as loans are repaid. The City submitted a request for an increase to the low maximum after rehab price limit of $618,000 in Napa County. If approved this will increase the number of eligible applicants and qualified units. New quantified objectives were included in the City's 6th Cycle Housing Element.**
6th Cycle H-CC Annual Progress Report	**Submit the Annual Progress Report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research by April 1st of each year** **Provide transparency on housing-related actions and programs**	**Annually**	**The City submits their Annual Progress Report prior to April 1st each year as evidenced herein.**

6th Cycle H-DD Revenue Generation for Affordable Housing	**Support the development or preservation of five extremely low- or very low-income units** **Address the lack of affordable housing types in the city**	**Throughout the planning period**	**Ongoing task. On November 7, 2023 the Planning Commission of the City of St. Helena approved a 5-unit, 100% deed restricted afforable housing project at 951 Pope Street in the Medium Density Residential zoning district.**
6th Cycle H-EE Reduced Fees for Affordabe Housing	**Reduce fees for 30 extremely-low or very low- income units** **Address the lack of affordable housing types in the city**	**Evaluate and adopt, as appropriate, potential additional incentives: by 2026**	**The City regularly reduces fees and provids funding for affordable housing projects. Since 2016, the City committed substantial amounts of Affordable Housing Trust Fund monies (approximately $2,450,000) to three different affordable housing projects, anticipated to result in the construction and/or occupancy of 21 new affordable housing units in St. Helena. The developer of the affordable housing project at 951 Pope Street referenced above has requested a fee waiver and the use of Affordable Housing Trust Funds or Measure E Funds in the amount of $65,048.22 to cover project related application and imapct fees; this item is going to the City Council on March 12, 2024.**
6th Cycle H-FF Extremely Low-Income Units	**Support the development or preservation of six units for extremely low-income households** **Address the lack of affordable housing types in the city**	**Engage prospective developers: immediately upon identification**	**Ongoing task.**
6th Cycle H-GG Affordable Homeownership	**Research and identify potential funding sources in 2024 and annually thereafter with the goal of establishing a homeownership assistance program in 2026** **Collect and publicize information on existing programs available to first-time and lower- income prospective homeowners through State, Federal, or non-profit agencies within 18 months of adoption of the Housing Element; hold up to two multi-lingual events in the southeastern portion of the City by 2026** **Assist three lower- or moderate-income households transition from rental housing to homeownership** **Address the lack of affordable housing types in the city**	**Annually** **Identify funding for City led program: in 2024 and annually thereafter** **Collect and publicize information on existing programs: within 18 months of adoption** **Targeted engagement events: by 2026**	**Ongoing task.**

6th Cycle H-HH Additional Funding	**Explore new funding sources every two years to support housing for lower- and moderate- income households, seniors, and residents with special housing needs** **Address the lack of affordable housing types in the city**	**Explore new opportunities: every two years**	**Ongoing task.**
6th Cycle H-II Section 8 Subsidies	**Support the City of Napa Housing Authority rental assistance efforts; engage the Housing Authority annually to explore opportunities** **Provide informational materials regarding Housing Choice Voucher subsidies on the City website by 2024** **Address the lack of affordable housing types in the city**	**Engage the Housing Authority: annually** **Informational materials: by 2024**	**Ongoing task.**
6th Cycle H-JJ Housing Coordinator	**Meet with potential partner jurisdictions a minimum of two times during the planning period to explore options** **Identify and procure funds to establish a shared Housing Coordinator for the up-valley communities to promote affordable development in low-density higher resourced areas, assist lower-income households obtain housing in higher-resourced areas, and preserve existing lower- and moderate-income units**	**Engage potential partners: by 2026** **Identify potential funding: by 2026**	**Ongoing task.**
6th Cycle H-KK Farmworker Housing Needs	**Support local and regional efforts to develop farmworker housing** **Assist in the development of one farmworker housing project during the planning period** **Address the lack of farmworker housing in the city**	**Outreach to affordable housing developers by 2024 and every two years thereafter**	**The City is in frequent contact with local affordable housing developers to help facilitate additional affordable housing including farmworker housing and will continue to do so throughout the planning period.**

6th Cycle H-LL Special Needs Housing Opportunities	**During the Planning Period, encourage the development of:** **· 10 units accessible to seniors** **· 5 units accessible to persons with disabilities** **Address the lack of affordable housing types throughout the city**	**Information to website: by 2025** **Engage potential developers: immediately upon identification**	**Ongoing task.**
6th Cycle H-MM Housing Information Transparency	**Create and share a digital information database in compliance with AB 1483 by 2024** **Updated information is made publicly available within 30 days of changes** **Provide information in Spanish, as funding allows**	**Database: By 2024 and annually thereafter** **Update information: within 30- days of any changes**	**All required information is posted on the City's website. The City developed a new website which was released in February 2024 that will be continually updated and maintained. The new website is accessible and can be translated into nearly language.**
6th Cycle H-NN Funding for New Special Housing Needs	**Pursue funding to assist with construction and rehabilitation needs of lower income households and seniors** **During the Planning Period, encourage the development of:** **· 20 units accessible to seniors** **· 10 units accessible to persons with disabilities**	**Annually and as notices of funding availability are release.**	**Ongoing task.**
6th Cycle H-OO Unit Conversion for Extremely Low-Income Households	**Identify potential funding** **Engage with owners of local market rate multifamily units to discuss opportunities, if funding allows** **Assist in the conversion of two units from market rate to extremely low-income during the planning period** **Proactively work to overcome concentrations of lower- and moderate-income populations** **Address the lack of affordable housing types in the city**	**Identify potential funding: annually** **Engage owners: immediately as funding and potential properties are identified**	**Ongoing task.**

6th Cycle H-PP Surplus and Excess Public Land	Regularly maintain an inventory of publicly- owned surplus or excess land on the City website Annually release information regarding publicly-owned sites that have been sold, leased, or disposed of	2023, with annual updates	All required information is posted on the City's website. The City developed a new website which was released in February 2024 that will be continually updated and maintained. The new website is accessible and can be translated into many languages. On January 22, 2024, the City issued a Notice of Availability to sell/lease surplus property pursuant to California Government Code Section 54220, et seq. for Housing Opportunity Sites 1 & 2; this notice is posted on our website.
6th Cycle H-QQ Green Building Ordinance	Ensure compliance with CalGreen throughout the planning period	Throughout the planning period, as necessary	The City always updates its code as part of the regular building code update cycle. At this time, the City of St. Helena utilizes the 2022 Title 24 California Building Code.
6th Cycle H-RR Alternative Energy Technologies	Encourage alternative energy technologies in new and existing developments Explore additional incentives for solar installation	Explore and adopt incentives, as appropriate: by 2026	In 2023, the City had an "energy friendly permit sale" starting on April 1, 2023 and running through the end of September 2023 where Solar PV/ESS, residential Ev charging stations, new heat pump water heaters and new heat pump HVAC systems, and window/door replacements received 75% off the regular permit price. In 2024, the City plans on focusing on EV charging stations (residential) with a free permit and a cash rebate and Greywater systems with a free permit and a cash rebate. Rebate amounts are still being determined and there will be a cap. The City will run the EV charging station permit sale first, for six months, then the Grey water systems sale, which will carry-over into 2025.
6th Cycle H-SS Alternative Engergy Technology Information	Provide information on the City website and at City Hall regarding energy conservation, alternative energy technology options, possible sources of financing, and any applicable information regarding necessary local permits	2023; updated annually thereafter	The City's newly designed website launched in February 2024 contains information related to energy conservation, etc. This information is also available at City Hall.
6th Cycle H-TT Cost-Effective Energy Conservation	Promote long-term affordability Adopt updated State energy efficiency and building code standards, as necessary, throughout the planning period	Every three years beginning in 2023	The City always updates its code as part of the regular building code update cycle. At this time, the City of St. Helena utilizes the 2022 Title 24 California Building Code.

6th Cycle H-UU Energy Conservation Measures	**Identify and procure additional funding to support energy conservation measures** **Provide information on available assistance programs on the City website by 2024** **Assist three households, through financial or technical assistance, with the implementation of energy conservation measures**	**Throughout the planning period** **Explore funding: annually** **Provide information on assistance programs: by 2024**	**The City's newly designed website launched in February 2024 contains information related to energy conservation, etc. This information is also available at City Hall. In 2023, the City had an "energy friendly permit sale" starting on April 1, 2023 and running through the end of September 2023 where Solar PV/ESS, residential Ev charging stations, new heat pump water heaters and new heat pump HVAC systems, and window/door replacements received 75% off the regular permit price.** **In 2024, the City plans on focusing on EV charging stations (residential) with a free permit and a cash rebate and Greywater systems with a free permit and a cash rebate. Rebate amounts are still being determined and there will be a cap. The City will run the EV charging station permit sale first, for six months, then the Grey water systems sale, which will carry-over into 2025.**
6th Cycle H-VV Water Conservation	**Reduce water consumption Require water-efficient landscaping** **Implement the "Water Neutral" policy** **Implement the Water Efficient Landscape Ordinance (WELO)**	**Throughout the planning period**	**The City continues to require MWELO and water nuetrality compliane as required by our adopted municipal code.**

6th Cycle H-WW Affirmatively Furthering Fair Housing	**A) Work to coordinate annual meetings with jurisdictions and fair housing providers in the county to assist with and participate in promoting fair housing opportunities through pursing potential funding opportunities and joint efforts aimed at educating the community about fair housing issues and resources** **B) Promote the availability of bi-lingual resources by ensuring that City-provided services and materials are available in Spanish and that information is included regarding the availability of interpretation or translation services** **C) Facilitate development of multifamily housing on the western portion of the city by providing developers with information on incentives for affordable multifamily development and maintaining a list of available sites (for metrics, see Program H-V)** **D) Use local permitting and approval processes to ensure all new multifamily construction, as well as ADUs, meet the accessibility requirements of the federal and state fair housing acts; with the goal of facilitating the development of 30 units accessible to seniors and other residents with special housing needs**	**A: annually** **C: engage with developers twice within the planning period** **D: by 2027** **F and G: Every two years** **H: evaluate opportunities annually; complete 3 projects in planning period.**	**Ongoing task.**

6th Cycle H-XX Fair Housing Provider	**Provide direct funding to Fair Housing Napa Valley with of goal of providing up to $80,000 over the planning period** **Support fair housing investigations with a goal of assisting with five investigations of existing affordable developments for rent in the southeast quadrant of the city and fair housing issues are more concentrated and displacement risk is higher** **Provide multi-lingual informational materials to the public regarding tenant rights, fair housing issues, and resources on the City's website and hold one multi-lingual engagement event to present the information targeting residents in the eastern portion of the city** **Provide a link to Fair Housing Napa Valley on the City's website**	**Engage Fair Housing Napa Valley: annually** **Informational materials to City website: by 2024** **Engagement event: 2025**	**Ongoing task. The City's budget provides $13,000 annually for Fair Housing Napa Valley (which is over $100,000 over the planning period). The City also budgets another $1,500 for an Annual Presentation. The City launched a newly designed website in February 2024 and we are continually adding content. Note that our new website is accessible and can be translated into many languages.**
6th Cycle H-YY Replacement Program	**In order to mitigate the loss of affordable housing units, require new housing developments to replace all affordable housing units lost due to new development**	**Implement: immediately** **Adopt policy: by January 31, 2024**	**The City's Comprehesive Zoning Code Update that was adopted on October 24, 2023 does not allow for the demolition of any housing structures without replacement being approved concurrently. Furthermore, any new housing development project will be required to meet both minimum density and affordibility requirements.**

6th Cycle H-ZZ Lot Consolidation	Post the sites on the City's website by October 2023 and provide list to interested developers when requested, and review annually for accuracy Develop and implement incentives for lot consolidation by January 2024 such as fee waivers, reduced development fees, expedited permit processing, greater density bonus incentives, and modifications to parking, height, or setback standards Facilitate lot consolidation for high density residential developments by providing appropriate assistance to developers to encourage negotiations between property owners Encourage the development of 39 lower- and 39 moderate income units during the planning period. To increase housing mobility and opportunities in areas where fair housing issues are less concentrated, encourage the development of 15 lower- and 15 moderate-income units on the western portion of the City	Post sites to website: by Oct. 2023 Implement incentives: by 2024	The sites inventory has been posted on the City's website since before the Housing Element was adopted in May 2023. The City's Comprehesive Zoning Code Update that was adopted on October 24, 2023 includes reduced parking standards, reduced setback requirements, density bonus incentives and the ability for the Community Development Director to modify certain development standards to accomodate housing projects.
6th Cycle H-AAA Permit Streamlining Act	Amend the municipal code for compliance with State law within 18 months of adoption of the Housing Element	Within 18 months of adoption of the 2023-2031 Housing Element	The City adopted a Comprehensive Zoning Code Update on October 24, 2023 in full compliance with current state law; the revisions noted in this program were made as part of that process.

Water Audit California
A PUBLIC BENEFIT CORPORATION

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May 28, 2024

City of St. Helena City Council

Sent via email to: publiccomment@cityofsthelena.org, cityclerk@cityofsthelena.org, pdohring@cityofsthelena.org, ehall@cityofsthelena.org, achouteau@cityofsthelena.org, bsummers@cityofsthelena.org, pkenealy@cityofsthelena.org

Re: City of St. Helena City Council Meeting May 28, 2024; Agenda Items 5.1, 12.1, 12.6, and 12.11

Agenda Item 5.1

City Council Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions. St. Helena Financing Authority Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.

Agenda Item 12.1

Review of the 2023 St. Helena Annual Housing Element Progress Report (APR). CEQA Determination: Not a CEQA project. Prepared By: Aaron Hecock, Senior Planner Recommendation: It is recommended that the City Council review, consider, and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2024 mandate.

Agenda Item 12.6

Approve a resolution: (1) establishing Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements with a budget of $860,000; (2) allocating $860,000 from the 2024 Water Bonds Issuance; (3) authorizing the City Manager to enter into a Professional Services Agreement (PSA) with Haley Aldrich Inc for engineering and project management services to provide a high-quality geotechnical exploration of Bell Canyon Dam for a not-to-exceed total of $781,900; and (4) authorize the Public Works Director to approve amendments to the Agreement to increase the not-to-exceed amount by up to 10% of the original PSA amount.

CEQA Determination: *Categorically Exempt, Section 15323*

Prepared By: *Lesley Milton, Interim Assistant Director of Public Works – Operations*

Recommendation: *Approve the attached Resolution.*

Agenda Item 12.11

April 2024 Review and Forecasting of City Water Supply Availability.

CEQA Determination: *Not a CEQA project Prepared By: Ian Dale, Environmental Services Tech.*

Recommendation: *Receive and file.*

To all it may concern:

WATER AUDIT CALIFORNIA
A California Public Benefit Corporation
952 School Street, #316
Napa, CA 94559
Voice: (707) 681-5111
Email: General@WaterAuditCA.org

Water Audit California (Water Audit) hereby comments on the above four agenda items, each of which is based upon gross fraud and misrepresentation. Each of the following comments is to be read as pertaining to each agenda item.

In addition to the following comments which apply generally, Water Audit notes the false statement in Agenda Item 12.1 that the Hunter project contains low income housing, which requirement was removed from the project subsequent to approval by the Planning Commission, the omission of mention of ongoing litigation to misstate the schedule of the Hunter project, and the ongoing controversy of whether the Stonebridge wells can be operated so as to cause continuing and increasing environmental injury.

Setting aside the tangible reality that the City of St. Helena (City) has inadequate water for its existing beneficial uses, the overt misrepresentations contained in the Agenda Report preclude any rational examination of the recommended decisions by the public. The misrepresentations in these agenda items put the lives and property of the City's residents in unnecessary danger. The purpose of this comment is to put the burden of potential loss of life clearly on the shoulder of the City's elected representatives.

To be clear, in the event of a catastrophe, Water Audit promises to send this comment to every news organization in the nation together with names of all complicit. As a public interest organization, we want no part of the responsibility for a disaster while we are on watch.

1. **All representations that assign the contents of Agenda Report Exhibit 1 to the Bell Canyon Reservoir are false.**

The forgoing agenda items are accompanied by a staff prepared Agenda Report to the City Council. The staff reports at page 333:

> "The Division of Safety of Dams (DSOD) provided notice to the City of St. Helena on July 5, 2023 of outstanding compliance for the Bell Canyon Dam (BCD) (Attachment 1)."

That statement and all like following are false. Staff has taken comments pertaining to one dam, the St Helena Lower Dam (aka the Lower York Reservoir) and attributed them to another dam built nearly a century later, the Bell Canyon Dam. This can be confirmed by comparing the excerpts of the DSOD listing of jurisdiction dams exhibited below.

The Department of Water Rights letter exhibited as Exhibit 1 pertains to "St. Helena Lower Dam, No. 16-2," which in the DSOD database is expressed as 16-002, California jurisdictional dam CA-00148. Note in the DODS records that the "year built" is 1878, and the condition as "fair." Both comments are correct and appropriate for the Lower York Reservoir, which was built by horse and wagon, not by modern heavy equipment.

Jurisdictional Dams

September 2017
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Listed Alphabetically by County

Dam Number	Dam Name		Owner Name	Dam Height	Reservoir Capacity	Certified Status	Condition Assessment	County
National ID No.	Latitude	Longitude	Owner Type	Crest Length	Dam Type	Downstream Hazard	Reservoir Restrictions	Year Built
16.002	St. Helena Lower		City of Saint Helena	44	210	Certified	Fair	Napa
CA00148	38.51	-122.49	City, city agency, or city district	856	ERTH	High	Yes	1878

Compare and contrast with the record for Bell Canyon Dam, dam no. 16.003 (aka 16-3), California jurisdictional dam CA-00149, the Bell Canyon Dam, built in 1958 with modern methods and rated in satisfactory condition.

16.003	Bell Canyon		City of Saint Helena	95	2,530	Certified	Satisfactory	Napa
CA00149	38.56	-122.48	City, city agency, or city district	500	ERTH	High	No	1959

The City Council and staff know the difference between the two dams, which implies that the staff's misrepresentation was as the result of calculation, not incompetence. The January 20, 2017, Geotechnical Investigation Report by Kleinfelder engineering referenced in Exhibit 1, but not attached as an exhibit, clearly concerned the St. Helena Lower Dam, not the Bell Canyon Dam. Although the report is strangely

not attached and is unavailable in publicly posted records, the 2016 resolution that authorized Kleinfelder's employment reads in part:

> The Lower York Creek Reservoir was constructed in 1878. The dam at the Lower York Creek Reservoir, known as the St. Helena Lower Dam … The St. Helena Lower Dam, like all municipally owned dams in the state, is regulated under the jurisdiction of the State Water Resources Divisions of Safety of Dam (DSOD). DSOD regularly inspects St. Helena Lower Dam as well as Bell Canyon Dam and keeps extensive records on both facilities. Under the regulatory program, DSOD has presented a number of concerns to the City of St. Helena for approximately over the last 10 years. Concerns include the stability of the St. Helena Lower Dam during a seismic event. **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** As such the DSOD has restricted the amount of water storage capacity the City is permitted to store in the Lower York Creek Reservoir and directed the city to perform a geotechnical analysis. If the city continues to , not address DSOD's concerns, they can further restrict storage capacity and levy other requirements on the City if necessary. (Emphasis added.)

An additional July 2016 staff report in support of a $150,000 addition to the Kleinfelder contact which emphasized the danger of the dam and uncertainty of the present condition:

> **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** … The contingencies provide insurance to the Project that will allow staff to navigate changing conditions if unpredicted field conditions or other issues arise during the project. Not having a contingency budget could cause the Project drilling to be halted if changing conditions arise in the field … Postponing or not addressing the required work will result in restrictions to the capacity of the City's reservoir, and possible fines from regulators. For these reasons, City Staff recommends City Council approve the First Amendment augmenting Kleinfelder Incorporated's Professional Services Agreement. (Emphasis added)

In short, the representation that the Bell Canyon Dam is in dire need of structural repair to prevent failure is *prima facie* false. There is no such evidence. The St. Helena Lower Dam ***is*** in a potentially catastrophic condition, but nothing is being done or proposed to remediate it.

While the City has represented to the Department of Water Resources that it is operating the St. Helena Lower Dam at reduced capacity until sufficient funds can be

secured for removal, that representation is also false. The maximum storage may have been reduced[1], but there are no present plans for the removal of this potentially deadly dam, only deferred plans for its maintenance.

The council cannot shelter behind its usual shield of ignorance. On June 13, 2023, council deferred any rehabilitation of the Lower Reservoir in 2026/27, and even then, it assigned a budget of only $50,000. (See City of St. Helena, Agenda 12.1, *Water 5 Year Capital improvements Program*) This is a trivial sum considering the problem and risks, and completely contradictory to the concurrent representation to the Water Board that the City is seeking funds to remove the dam.

The 2017 Kleinfelder report was last seen by the City Council in May 2023, when a decision was made to ignore public trust impacts of the dam's operation and enter into a five-year water contract with Spring Mountain Vineyards to supply water at a fraction of the cost paid by City residents. There is no public record of any efforts made to secure funds for dam removal.

In short, staff has misrepresented the Bell Canyon Dam to be in the dangerous condition of the St. Helena Lower dam so as to obtain funds for the benefit of the Bell Canyon dam which is in satisfactory condition, and as a consequence, leave the dangerous Lower York dam unfunded and unrepaired. This is a shocking disregard of the duty of candor on the part of a public employees, and a callous disregard of the potential risk to human life. By this series of misrepresentations, the City Council is intentionally putting its residents' lives at risk.

2. Staff has misrepresented the contribution of Bell Canyon Reservoir to the City's water supply.

Staff has grossly misrepresented the contribution of the Bell Canyon Reservoir to the City's water needs. "The Bell Canyon Dam is part of the City's critical infrastructure, as it provides 80% of the supplied potable water for the City of St. Helena." This statement is

[1] The City's ability to control the water level in the Lower Dam have on occasion been overwhelmed by heavy rain events that have exceeded the ability to discharge flows downstream.

false, contradicted both by other statements both within and external to the Agenda Report.

In November 2021 the City wrote to the State Water Resources Control Board seeking permission to store early rain. Although obviously intending to emphasize the importance of the reservoir to the total water supply, the City's report of the contribution of Bell Canyon is 30% less than asserted in the Agenda Report:

> The City submits these petitions due to severe drought conditions and low storage levels. As of September 31, 2021, Bell Canyon Reservoir, which has historical served nearly 50% of the City's water demand, had depleted to 28% capacity. With 25% of the reservoir's capacity reserved for fire suppression support, only 3% of its capacity, or less than 100 acre-feet of water, remained for municipal use in the City's service area.

Further, at Agenda Report page 137, again contradicting the 80% representation, it is reported that the historical contributions of the different sources of the city's water supply have been:

Table 1
Water Production
Fiscal Years 2018-19 through 2022-23 (Acre Feet)

Fiscal Year	Surface Water (Bell Canyon Reservoir)	Groundwater Wells	City of Napa Interconnection	Total
2022-23	401	283	562	1,246
2021-22	379	466	393	1,238
2020-21	601	576	487	1,664
2019-20	702	363	625	1,690
2018-19	836	240	612	1,688

Source: City of St. Helena

The actual contribution of Bell Canyon reservoir to the total has been: 2022-23 - 32%; 2021-22 – 31%; 2020-21 – 36%; 2019-20 – 41%; 2018-19 – 49%, or *on average one half of the assertion of staff.*

3. Staff representations of the relative costs of water production are unsupported by facts and *prima facie* unbelievable.

At page 136 of the Agenda Report representation is made of the relative costs of production of water from the three sources available to the City of St. Helena:

> Use of the surface water from its Bell Canyon Reservoir is by far the least expensive to supply (averaging approximately $0.46/hundred cubic feet (HCF) in Fiscal Year 2023-24), while the groundwater wells ($6.00/HCF in Fiscal Year 2023-24) and City of Napa water ($6.86/HCF in Fiscal Year 2023-24) are considerably higher. The three supply costs are factored into the City's new rate structure for the Water System, as described herein.

While the staff report is bulked with numerous estimates of future capital expenditures and anticipated revenues, there is no statement of the actual historical costs of operating the Bell Canyon Reservoir and Louis Stella water treatment facility. The reader is asked to accept on faith the summary representations made by staff, which considering the foregoing is much more than should be asked.

The public deserves to know the economic and other consequences of years of outside contractor operation of the Louis Stralla treatment plant, and of thoughtless operations and maintenance, which has resulted in payroll costs approximately three times greater than market rate for staff. Clearly the cost of operation has changed during the subject five-year window, but there is no evidence of how, or by how much.

Finally, it is represented by the city that critical operating data is not available to the public as it is retained within a proprietary data base owned and controlled by a private contractor. In essence, the city has intentionally circumvented the Public Records Act by hiding its data in private hands, and now it seeks funding to continue this unlawful conduct. This cannot be tolerated.

Conclusion

The above captioned agenda items are based on inadequate and false data and must be rejected without hesitation. That is not to deny the potential needs of the Bell Canyon reservoir, or the City of St. Helena water system in general, but it is axiomatic that falsehoods multiply and require further falsehoods to sustain them, leading to a

complete loss of trust and credibility. Consider the implication of continuing down this path.

Further, we urge the City of St. Helena to recognize and plan immediate remediation of the serious risk to its citizens from the St. Helena Lower Dam. Finally, Water Audit respectfully submits that the City of St. Helena call to account all staff persons responsible for this disgraceful presentation.

Respectfully,



William McKinnon
General Counsel
Direct Dial: 530.575.5335

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	May 28, 2024
FROM:	Aaron Hecock, Senior Planner
SUBJECT:	Consideration and adoption of a resolution authorizing Amendment #1 to Professional Services Agreement (PSA) FY2021-049 with Housing Element consultant Mintier Harnish related to City Council direction to explore alternative sites, units or other options for replacing Housing Element Opportunity Site #10 for an additional $25,000 for a total contract amount not to exceed $253,024.
RECOMMENDED ACTION:	Staff recommends that the City Council adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	Adopted the City's 2023-2031 Housing Element on May 9, 2023. Adopted General Plan Amendments and rezonings committed to in the Housing Element on May 14, 2024.
STATEMENT OF THE PURPOSE:	To amend the existing Professional Services Agreement (PSA) with Mintier Harnish to increase funding by $25,000 for expert support to the City as part of City Council direction to explore alternative sites, units or other options for replacing Housing Opportunity Site #10 in the City's adopted Housing Element.
FINANCIAL IMPACT:	The financial impact is a total of $25,000 for the amended PSA and can be absorbed in the current FY 2023-24 adjusted budget from account 101-45-00-21-45.

BACKGROUND: On January 26, 2021 the City entered into a PSA with Mintier Harnish to assist the City with preparing and adopting its 6th Cycle 2023-2031 Housing Element Update. The scope of work for that contract has been completed thus requiring an amendment to the PSA for the additional work requested.

DISCUSSION:

The City's 2023-2031 Housing Element was adopted by the City Council on May 9, 2023. The adopted Housing Element included 12 key housing opportunity sites, of which 7 sites were designated to be rezoned in order for the City to meet its assigned Regional Housing Needs Allocation (RHNA) of 256 units during the course of the 8 year Housing Element cycle (the other key opportunity sites do not require rezoning, as their existing zoning was adequate for the density needed to meet RHNA obligations). During the General Plan Amendment and rezoning process of the opportunity sites described in the adopted Housing Element, the City received much public opposition to the

rezoning of opportunity Site #10 from Medium Density Residential to High Density Residential. The City Council directed staff to work with community members and explore an overlay and other options including other sites and units to replace Site 10 after adoption of the ordinance and recertification of the Housing Element by HCD. Since the site selection process is prescribed by State law and the Housing Element consultant is most knowledgeable about the criteria and working with HCD, staff desires to continue to work with the Housing Element consultant on facilitating this specific scope of work.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Original PSA FY2021-049
Resolution
Amendment #1 Mintier Harnish
Mintier Harnish SOW_revised
Mintier Harnish Cost

STH Contract: FY2021-049

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on January 26, 2021 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Mintier Harnish Planning Consultants (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as the 2023-2031 6th Cycle Housing Element Update.

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, "Proposal for 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, "Proposal for 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, "Proposal for 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, "Proposal for Services" Section 6 Fee Proposal** attached hereto and made a part hereof. Total compensation shall not exceed $228,024 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any

elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years

after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Mintier Harnish
1415 20th Street
Sacramento, CA 85811

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: Jim Harnish
Title: Principal/Owner

City:

By: _____
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

CITY OF ST. HELENA

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF ST. HELENA AUTHORIZING AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT FY2021-049 WITH MINTIER HARNISH RELATED TO CITY COUNCIL DIRECTION TO EXPLORE ALTERNATIVE SITES, UNITS OR OTHER OPTIONS FOR REPLACING HOUSING OPPORTUNITY SITE #10 FOR AN ADDITIONAL $25,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $253,024.

Recitals

1. On January 26, 2021 the City entered into a PSA with Mintier Harnish to assist the City with preparing and adopting its 6th Cycle 2023-2031 Housing Element Update. The scope of work for that contract has been completed thus requiring an amendment to the PSA for the additional work requested.; and
2. The City's 2023-2031 Housing Element was adopted by the City Council on May 9, 2023; and
3. The City of St. Helena has completed the scope of the original agreement and now desires to continue utilizing Mintier Harnish to provide support in exploring alternative sites, units or other options for replacing Housing Opportunity Site #10 in the City's adopted Housing Element; and
4. On May 14, 2024 the City Council directed staff to explore an overlay and other options including other sites and units to replace Site 10 after adoption of the ordinance and recertification of the Housing Element by HCD; and
5. Expected services include coordination meetings, assisting the City with ensuring potential options meet state requirements for site selection and the evaluation of alternatives in accordance with the scope of work attached (Exhibit A); and
6. The City of St. Helena and Mintier Harnish now desire to amend the Agreement for an additional $25,000 for a total amount not-to-exceed $253,024.

Resolution

A. Now, therefore, the City Council of the City of St. Helena authorizes the City Manager to execute Amendment No. 1 to STH Contract: FY2021-049 in the amount of $25,000 for a total contract amount not to exceed $253,024.

B. Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Summers: _____

Councilmember Kenealy: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

AMENDMENT #1
FOR PROFESSIONAL SERVICES AGREEMENT WITH MINTIER HARNISH; STH CONTRACT: FY2021-049 PERTAINING TO EXPLORING ALTERNATIVE SITES, UNITS OR OTHER OPTIONS FOR REPLACING HOUSING ELEMENT OPPORTUNITY SITE #10 FOR AN ADDITIONAL $25,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $253,024.

This first amendment to Professional Services Agreement with Mintier Harnish STH Contract: FY 2021-049 dated January 26, 2021 ("Agreement") is made as of this ____ day of _____, 2024 by and between the City of St. Helena and Mintier Harnish.

RECITALS

A. On January 26, 2021, The City of St. Helena and Mintier Harnish entered into an agreement to provide support to the Community Development Department with preparing, adopting and certification of the City's 6th Cycle 2023-2031 Housing Element Update; and

B. The City of St. Helena has completed the scope of the original agreement and now desires to continue utilizing Mintier Harnish to provide support in exploring alternative sites, units or other options for replacing Housing Opportunity Site #10 in the City's adopted Housing Element; and

C. Expected services include coordination meetings, assisting the City with ensuring potential options meet state requirements for site selection and the evaluation of alternatives in accordance with the scope of work attached (Exhibit A); and

D. The City of St. Helena and Mintier Harnish now desire to amend the Agreement for an additional $25,000 for a total amount not-to-exceed $253,024.

AGREEMENT

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

1. The Scope of Services to the Agreement is hereby amended to include (in addition to the tasks already completed by Consultant) the additional scope of services set forth in Exhibit A, attached hereto and incorporated herein by this reference.
2. Section 4.A. Compensation, is amended to read as follows:

   "Total compensation shall not exceed $253,024…"

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

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

Mintier Harnish

By: _____

Print Name:_____

Title: _____

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney, St. Helena

CITY OF ST. HELENA
a Municipal Corporation

By:_____
Print Name: Anil Comelo
Title: City Manager

ATTEST:

_____
City of St. Helena City Clerk
Cindy Tzafopolous

EXHIBIT A

City of St. Helena – Sites Inventory Alternatives

Scope of Work

Task 1.1: Project Kick-off Meeting (Virtual)

Mintier Harnish and City staff will hold a kick-off meeting via Zoom at the outset of the Project. This meeting will provide an opportunity to discuss ideas and expectations for the Project; confirm roles and responsibilities; and refine the scope of work and schedule. The Consultants will collaborate with City staff at the kick-off meeting to determine the desired number of Citizen's Advisory Committee (CAC) meetings, the meeting arrangements, and meeting facilitation.

Task 1.2: Planning Commission and City Council Joint Study Session (Optional)

Mintier Harnish will facilitate a joint study session with the Planning Commission and City Council. This study session will include a summary presentation providing a common understanding of the issue at hand, including but not limited to:

- HCD requirements for lower-income RHNA sites,
- Concerns raised by the property owner, and
- Public input received to-date.

Mintier Harnish will facilitate a discussion with the Planning Commission and City Council to take feedback and direction related to:

- Formation of the CAC,
- Expectations for project outcomes, and
- Planning Commission and City Council preferences for site #10.

Task 1.3: CAC Meeting #1: Issues and Alternatives to Explore

Based on direction provided by the Planning Commission and City Council under Task 1.2, Mintier Harnish will work with City staff to form a CAC of local stakeholders and residents. Following formation of the CAC, Mintier Harnish will facilitate an initial CAC meeting to discuss issues related to the removal of site #10 from the sites inventory and to begin to identify potential alternatives.

Task 1.4: Identification of Potential Alternatives

Mintier Harnish will prepare a summary list of potential alternative concepts to meeting the RHNA, potential including, but not limited to:

- Identification of alternative sites, such as City-owned surplus sites, residential sites with potential for increased density, and non-residential sites with potential for residential capacity if rezoned to allow multi-family or mixed use development.

- Expanding residential capacity by allowing residential uses in traditionally non-residential zones, increasing density in existing residential zones, providing flexible zoning standards, or revising existing land use controls.
- Implementing an affordable housing overlay zone.
- Additional concepts identified by the TAC, Planning Commission, and Council.

The summary report will provide a high-level discussion of each alternative. A detailed analysis of each concept's capacity to meet the RHNA shortfall can be completed under separate scope.

Task 1.5: CAC Meeting #2: Evaluation of Alternatives

Mintier Harnish will facilitate a second CAC meeting to review the alternative concepts identified under Task 1.4 and provide input on preferred alternatives to consider for further evaluation. Following the meeting, Mintier Harnish will provide a summary of input received from the CAC.

Proposal Cost Estimate [1][2]
Mintier Harnish

Phases, Tasks	Description	MINTIER HARNISH					TOTAL COSTS
		HARNISH Project Manager	R. LESTER Assistant Project Manager	Support/Administrative	Subtotal Hours	Subtotal Costs	
PHASE 1	**PROJECT INITIATION AND COMMUNITY ENGAGEMENT**						
Task 1.1	Kick-Off Meeting (Virtual)	2	3		5	$1,190	**$1,190**
Task 1.2	Planning Commission and City Council Joint Study Session	8	10		18	$4,340	**$4,340**
Task 1.3	CAC Meeting #1: Issues and Alternatives to Explore	8	12		20	$4,760	**$4,760**
Task 1.4	Identification of Potential Alternatives	2	22		24	$5,180	**$5,180**
Task 1.5	CAC Meeting #2: Potential Alternatives	8	12		20	$4,760	**$4,760**
Subtotal		**28**	**59**	**0**	**87**	**$20,230**	**$20,230**
PM	**Project Management**						
	Project Management	6	6	12	24	$4,620	**$4,620**
Subtotal		**6**	**6**	**12**	**24**	**$4,620**	**$4,620**
TOTAL							
Total Hours		34	65	12	111	-	**-**
2024 Billing Rates		$280	$210	$140	-	-	**-**
Labor Subtotals		$9,520	$13,650	$1,680	-	**$24,850**	**$24,850**
Direct Expenses (e.g., printing, travel)						**$0**	**$0**
TOTAL COST						**$24,850**	**$24,850**

1) This represents a total not to exceed cost based on the provided scope of work.

2) The distribution of hours, staff categories, and tasks are an estimate.
While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

3) Labor rates are subject to change every January 1st, although this change will not change the total budget.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 28, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Authorization to pay invoices from Aaction Rent for a cost not-to-exceed $70,323 for emergency pump rentals at the Wastewater Treatment Plant for high flow events due to extended rain season.
RECOMMENDED ACTION:	Authorization to issue payment for pump rentals needed for inflow & influent (I&I) and Sanitary Sewer overflow (SSO) mitigation.
PREVIOUS COUNCIL ACTION:	On May 14, 2024 the City Council authorized payments to Herc Rentals and Rain for Rent for equipment related to the extended rain season. This action is for additional pumps at the wastewater treatment plant.
STATEMENT OF THE PURPOSE:	Authorize payment for pump rentals that have exceeded staff budget purchasing authority.
FINANCIAL IMPACT:	The total financial impact to the Wastewater Fund is $70,323 and can be absorbed in the FY 24 adopted budget.

BACKGROUND:

This winter season was unseasonably wet and both the Water and the Wastewater Treatment facilities required additional pumping capacity to be able to maintain adequate operations and stay compliant with health and safety regulations.

The Wastewater Treatment Plant and Wastewater Collections each rented a 4-inch bypass pump and a 6-inch bypass pump for high flow events used to prevent Sanitary Sewer Overflows (SSOs) from Rain for Rent. Any instance of an SSO is a threat to public health and safety.

DISCUSSION:

Rental costs were incorporated into the FY 24 adopted budget however, rentals were needed longer than anticipated due to the extended rain season, and both services have exceeded the threshold for purchasing. Therefore, in order to pay the existing invoices, City Council authorization is required for this rental. Staff followed procurement policies obtaining three standard quotes from different vendors and selecting the lowest cost. However, keeping the equipment longer than anticipated caused the cost to exceed the purchasing threshold past the authority of staff. Below is a summary of the rentals and costs.

Aaction Rent:
The original quoted rental for the 6-inch bypass pump for three months was a total cost of $23,000. However additional rain events required keeping the pump for an extended period of time for an additional $20,946 for a total invoiced amount of $43,946

The original quoted rental for the 4-inch bypass pump for three months was a total cost of $11,334. However additional rain events required keeping the pump for an extended period of time and the final invoice pushed the total value of the rental to $26,377.86.

Total not to exceed expenditure amount for both pumps is $70,323.

There are enough funds to cover this expenditure in wastewater treatment budget and between the following budget line items

GL 571-50-29-21-25 - Rental Services $26,226.66
GL 571-50-29-23-12 - Maintenance Supplies $22,100
GL 571-50-29-23-15 - Machine/Equipment $10,000
GL 571-50-29-23-30 - Machine/Equipment $12,100

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

Resolution Aaction Rent Bypass Pumps
20240411 POCO AArents #15193

CITY OF ST. HELENA

RESOLUTION NO. 2024-

AUTHORIZATION TO PAY INVOICES FROM AACTION RENTS FOR A COST NOT-TO-EXCEED $70,323 FOR EMERGENCY PUMP RENTALS AT THE WATER TREATMENT PLANT AND THE WASTEWATER TREATMENT PLANT

RECITALS

A. The winter season was unseasonably wet and both the Water and Wastewater Treatment facilities required additional pumping capacity to maintain adequate operations and stay compliant with health and safety regulations;

B. The Water Treatment Plant required a decanting pump rental for dewatering the sludge ponds; and

C. The Wastewater Treatment Plant required the rental of a 4” bypass pump for high flow events to prevent Sanitary Sewer Overflows;

D. The Wastewater Treatment Plant also required the rental of a 6” bypass pump for high flow events to prevent Sanitary Sewer Overflows;

RESOLUTION

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

1. The rentals of two bypass pumps were necessary for the Wastewater Treatment facilities due to the extended rainy season in order to maintain operations and comply with health and safety regulations.
2. Authorization to pay invoices to Aaction Rentals for a total not-to-exceed amount of $70,323 for the rentals of a 4” and a 6” pump.

Approved at a Regular Meeting if the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

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

PURCHASE ORDER/REQUISTION

Change Order to PO #: 15193

City of St. Helena

DATE SUBMITTED: 4/11/23
REQUESTED BY: Lmilton
DEPT: PW

VENDOR INFORMATION

Vendor Name: Aaction Rents Windsor			
Mailing Address: 10510 Old Redwood Highway	City: Windsor	State: CA	Zip Code: 95492
Vendor Contact Name: James Laurent	Phone Number: 707-791-5807	ALT Phone Number:	
Email: jlaurent@aactionrents.com			

BUDGETED INFORMATION

GL Account Number :	Amount:	Project Number (If applicable):
571-5020-21-25	20,946	

CHANGE ORDER DESCRIPTION

ONLY INFORMATION TO ADD OR SUBTRACT FROM ORIGINAL PURCHASE ORDER

Quote/W.O. #:	Quantity:	Description: (MAXIMUM OF 64 CHARACTERS)	Unit Price:	Total:
	1	6" pump rental for rain events - Through end of May (rain seaso (ATTACH ALL SUPPORTING DOCUMENTATION)		20,946
			SHIPPING & HANDLING	
			TAX	
			TOTAL (CHANGE ORDER INCLUDING S&H/TAX)	20,946
			TOTAL (ADJUSTED PURCHASE ORDER AMOUNT)	43,946

ADDITIONAL DEPARTMENT INFORMATION

Justification: Pumping needed to prevent instances of SSO due to weather event overwhelming collections system

Quotes: ☐ Attached ☐ Not Applicable	Description of Quote: attached AAction rents $13,432.80 Sunbelt $31,057.13 United N/R
Contract Information: ☐ Attached ☐ Not Applicable	Contract Number:

***Purchase Orders to be turned in by 5:00pm Tuesday for processing on Wednesday.**

CHANGE ORDER SIGNATURES

Lesley Milton
Requestor Signature

Department Head Signature

FINANCE STAFF USE ONLY

Finance Department Approval: ■ Yes ☐ No	Purchase Order Number:	Scan & Attached to PO: ■ Yes ☐ No	Vendor ID:
Purchased Order Closed: ☐ Yes ☐ No	Date Entered & Signature:		

Updated 8/31/2017

Remit To:

Aaction Rents
3785 Brickway Blvd Unit 110
Santa Rosa, CA 95403
www.aactionrents.com

Invoice

Closed	Invoice#
Fri 3/22/2024	728171A-5

Customer #: 17211

CITY OF ST. HELENA
1480 MAIN STREET

ST. HELENA, CA 94574

Date Out Sat 3/16/2024

Terms	Aging Date
60	Fri 3/22/2024

Fold Here Fold Here

Ordered By: JIMMY

Sales Rep: James Laurent 707-791-5807 JLAURENT@AACTIONRENTS.COM

Used at Address
CHACKS LN
WATER TREATMENT PLANT

Pickup Fri 3/22/2024
CHACKS LN

JIMMY TO PICK UP FRIDAY

PO # 728171-5

Qty	Key	Items Rented	Disc%	Status	Rental Period	Price
1	240040#91650	4" GAS TRASH PUMP	20%	Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$166.02
1	240040#72171	4" GAS TRASH PUMP	20%	Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$166.02
5	240043-5	4" X 50' DISCHARGE HOSE	20%	Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$118.20
1	240042-5	4" X 20' SUCTION HOSE	20%	Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$0.00
1	240042-5	4" X 20' SUCTION HOSE	20%	Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$0.00
9	MR-SR5	6" X 50 MXF CAM LAYFLAT HOSE		Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$770.31
2	MR-SR5	4" MxF CAM GATE VALVE		Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$73.58
1	MR-SR5	TEE (2) FM CAM x 6" MALE CAM		Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$28.53
1	MR-SR5	6" 90 BEND		Returned	Sat 3/16/2024 8:00AM to Wed 3/20/2024 12:03PM	$28.53

Current On Account

Please pay from this invoice.

Rental and Sales:					Tax 2021 - Santa Rosa:
$1,463.75					$0.00

Total Amount: $1,463.75	Discount: $112.56	**Total Paid $0.00**	**Total Due: $1,351.19**

707-837-7645 Phone www.aactionrents.com 707-838-4454 Fax

Signature:

CITY OF ST. HELENA

Mon-Fri 7:00-5:00 Sat 8:00-4:00 Sun 9:00-4:00 Modification #3

Printed On Fri 3/22/2024 5:09:58PM Software by Point-of-Rental Software www.point-of-rental.com contract-params.SQL.rpt (8)

Invoice 728171A-5

1,351.19 USD | AAction Rents Santa Rosa

Invoice Status	Authorized for Payment	
Handled By	Being processed by the AP dept.	
Processing Began	03/25/2024 Received From apfinance@cityofsthelena.org	
Invoice Type	Invoice	
Due Date	04/21/2024	
Vendor	AAction Rents Santa Rosa	AACTION
Invoice Date	03/22/2024	
Invoice Amount	1,351.19 United States dollar	
GL Accounts	View line items	1,351.19
GL Account	571-50-29-21-25	Equipment Rental
Amount	1,351.19	
Tax Amount		
Description	Trash Pump Rental March 2023	

The Invoice has been exported

Stampli 04/10/2024 13:46

The invoice has been authorized for payment

Yosselyn V. 04/10/2024 10:56

Invoice approval has been received

Clayton C. 04/08/2024 06:43

Invoice approval has been received

Lesley M. (as a delegate of **Chace C.**) 03/27/2024 11:28

An update has been made to the field "GL Accounts"

Additional details

Lesley M. 03/27/2024 11:28

An invoice approval request has been submitted to Chace C. and Clayton C.

Jesus G. 03/25/2024 13:25

Coding details have been updated

Additional details

Jesus G. 03/25/2024 13:25

Invoice sent via email

Additional details

Invoice+728171A.pdf

Stampli 03/25/2024 08:07

Remit To:

Aaction Rents
3785 Brickway Blvd Unit 110
Santa Rosa, CA 95403
www.aactionrents.com

Invoice

Open	Invoice#
Sat 2/17/2024	728171-5

Customer #: 17211

CITY OF ST. HELENA
1480 MAIN STREET

ST. HELENA, CA 94574

Date Out Sat 2/17/2024

Terms	Aging Date
60	Sat 2/17/2024

Fold Here Fold Here

Ordered By: JIMMY

Sales Rep: James Laurent 707-791-5807 JLAURENT@AACTIONRENTS.COM

Delivery Sat 2/17/2024 8:00AM

CHACKS LN
WATER TREATMENT PLANT

PO # 728171-5

Qty	Key	Items Rented	Disc%	Status	Rental Period	Price
1	240040#91650	4" GAS TRASH PUMP	20%	Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$747.20
1	240040#72171	4" GAS TRASH PUMP	20%	Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$747.20
5	240043-5	4" X 50' DISCHARGE HOSE	20%	Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$532.00
1	240042-5	4" X 20' SUCTION HOSE	20%	Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$0.00
1	240042-5	4" X 20' SUCTION HOSE	20%	Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$0.00
9	MR-SR5	6" X 50 MXF CAM LAYFLAT HOSE		Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$3,466.80
2	MR-SR5	4" MxF CAM GATE VALVE		Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$331.20
1	MR-SR5	TEE (2) FM CAM x 6" MALE CAM		Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$128.40
1	MR-SR5	6" 90 BEND		Out	Sat 2/17/2024 8:00AM to Sat 3/16/2024 8:00AM	$128.40

Qty	Key	Items Sold	Part#	Status	Each	Price
1	|DELPU-5 JIMMY TO DELIVER	PICKUP TRUCK CHARGES		Sold	$200.00	$200.00

Current On Account

Please pay from this invoice.

Rental and Sales:					Tax 2021 - Santa Rosa:
$6,787.80					$0.00

Total Amount: $6,787.80	Discount: $506.60	**Total Paid $0.00**	**Total Due: $6,281.20**

707-837-7645 Phone www.aactionrents.com 707-838-4454 Fax

Signature:

CITY OF ST. HELENA

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 28, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Approval of a resolution authorizing the purchase of two 8-inch trailer mounted pumps for a total cost of $237,935.80 from Holland Pump to assist with prevention of sanitary sewer overflows and other potential flooding events.
RECOMMENDED ACTION:	Approve the attached resolution authorizing the purchase.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To purchase equipment that staff has been renting to prevent sanitary sewer overflows or other storm drain flooding during high rain and influent events.
FINANCIAL IMPACT:	The total financial impact of the purchase is $237,935.80 which is available in the adopted FY24 Public Works Stormwater Operations and Wastewater Collections Operations budgets.

BACKGROUND:

The last several years has provided increasingly unpredictable weather patterns. During high rain events, there are increased risk of stormwater and sanitary sewer overflow instances which create health and safety issues as well as violations of the state law.

Each pump system consists of a centrifugal pump and a separator, which enables air to be separated from the liquid and be sucked by a vacuum pump and can handle liquids containing solids of up to 3" in size. These pumps will assist with the water/liquid and semi solid extractions bypassing the transmission system to prevent overwhelming with excessive volumes of liquid.

In order to maintain compliance with state law, prevent the health issue and stay compatible with our obligations to the Riverwatch settlement, staff is requesting the purchase of two 8-inch trailer mounted pumps; one for stormwater and one for wastewater collections.

DISCUSSION:

Staff has identified Holland Pump as a Sourcewell-compliant vendor that can provide two 8-inch pump trailers, a Gorman Rupp PA trailer mounted pump for $134,122.90 and one Atlas Copco PAC Trailer Mounted Pump for $103,813.00 both capable of delivering

approximately 2700 gallons per minute of capacity. Sourcewell is a cooperative purchasing program that manages the solicitation requirements and offers members easy access to an established network of awarded contracts. It combines the buying power of more than 50,000 government, education, and nonprofit organizations to save agencies time and money. The City's purchasing policies allow for purchasing from Sourcewell-compliant vendors in lieu of competitive bidding.

$115,000 was included in the FY 24 budget for rental equipment between the two departments. By purchasing both pumps, the payback period is less than 2.5 years. Purchasing both pumps is a more cost-effective solution in the short and long term and will provide better preventative services. Two pumps are required because equipment cannot be shared between stormwater and wastewater materials due to regulations.

Total cost for the equipment is as follows:

Equipment	Cost	Shipping	Taxes	Total
Gorman Rupp	$ 130,322.90	$ 3,800.00	$ 10,751.64	$ 144,874.54
PAC F88	$ 100,013.00	$ 3,800.00	$ 8,251.07	$ 112,064.07
				$ 256,938.61

Purchase of the pumps will be made from the Capital Equipment account and through savings from other accounts.

Purchase of the pumps will be made out of the following accounts:
Gorman Rupp PA Trailer
Wastewater Operations Fund
571-50-20-26-30 $95,500 Capital equipment
571-50-20-21-45 $49,400 Other contract services

Atlas Copco PAC Trailer
Stormwater Operations Fund
101-50-13-36-30 $43,500 Capital Equipment
101-50-13-21-25 $15,000 Rental Services
101-50-13-21-45 $29,000 Other Contract Services
101-50-13-22-15 $25,000 Special Department Supplies

Staff recommends authorizing the capital purchases for both trailer pumps as presented.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution
atlas-copco-flow-series-brochure-compressed
Holland Pump Quote 15480 St. Helena Gorman Rupp PA8 Pump w cat pages
Holland Pump Quote 15481 St. Helena PAC F88 Pump w cat sheet

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVAL OF A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 8-INCH TRAILER MOUNTED PUMPS FOR A TOTAL COST OF $237,935.80 FROM HOLLAND PUMP TO ASSIST WITH PREVENTION OF SANITARY SEWER OVERFLOWS AND OTHER POTENTIAL FLOODING EVENTS.

RECITALS

A. The last several years has provided increasingly unpredictable weather patterns; and

B. There are increased risks of stormwater and sanitary sewer overflow instances which create health and safety issues, as well as state law violations; and

C. Holland Pump is a Sourcewell-compliant vendor that can provide two 8-inch pump trailers, a Gorman Rupp PA trailer mounted pump, and an Atlas Copco PAC Trailer Mounted Pump; and

D. These pumps are capable of delivering approximately 2,700 gallons per minute of capacity and have a centrifugal pump and a separator which enables the vacuum pump to handle both liquids and solids up to 3” in size; and

E. Two pumps are necessary as equipment cannot be shared between stormwater and wastewater materials due to regulations; and

F. These pumps will help the City maintain compliance with state law, stay compatible with its obligations to the Riverwatch settlement, and prevent health issues.

RESOLUTION

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

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

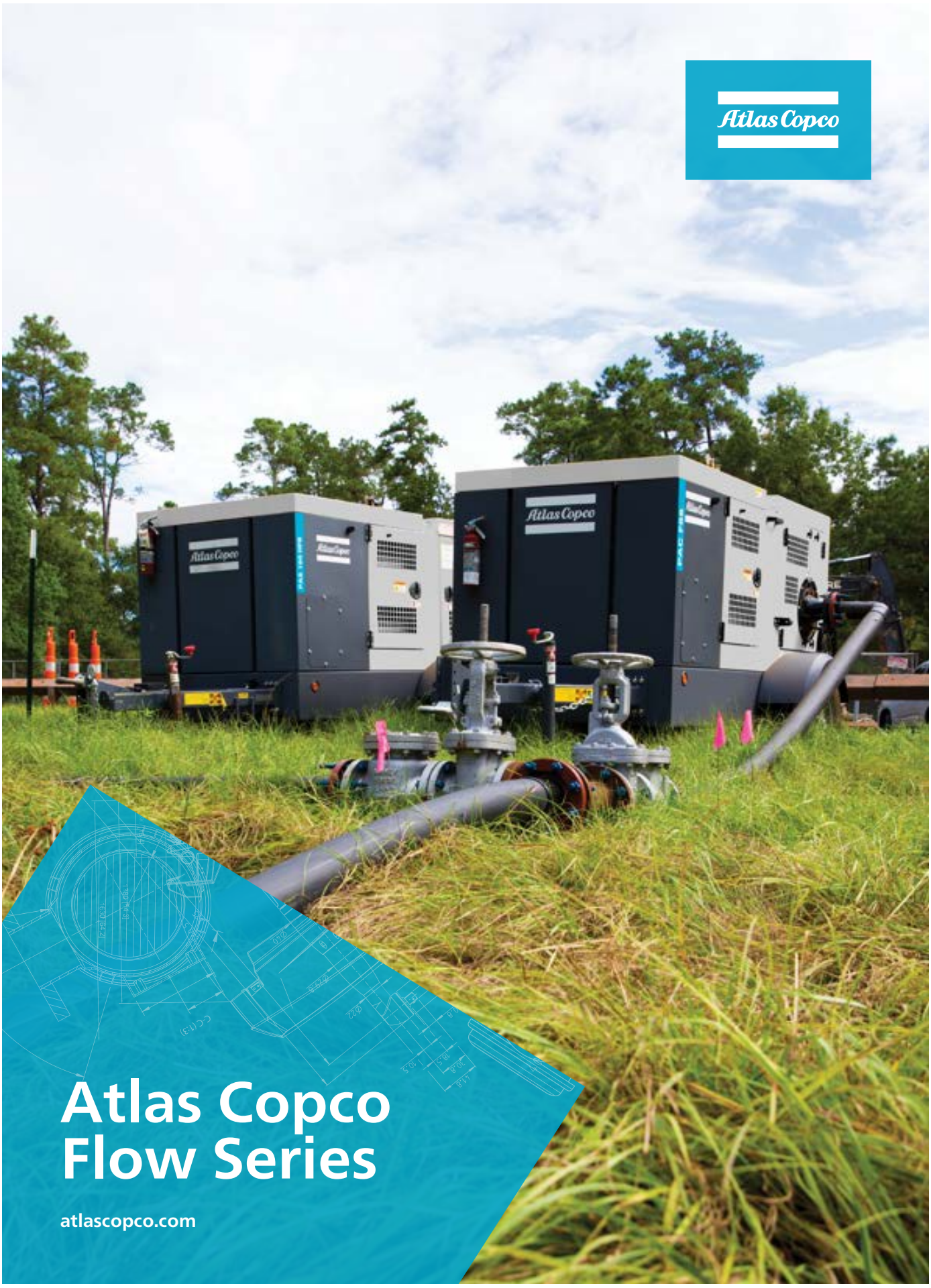
2. Authorizes the City Manager to purchase a Gorman Rupp PA Trailer Pump for $144,874.54 for wastewater collections, and an Atlas Copco PAC Trailer Mounted Pump for $112,064.07 for stormwater collections - pricing includes tax and shipping.

Approved at a Regular Meeting if the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

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


Atlas Copco
Atlas Copco
Atlas Copco
Atlas Copco
Flow Series
atlascopco.com

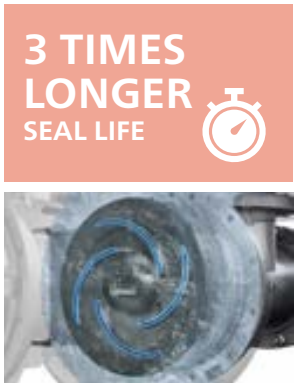
We are driven by innovation

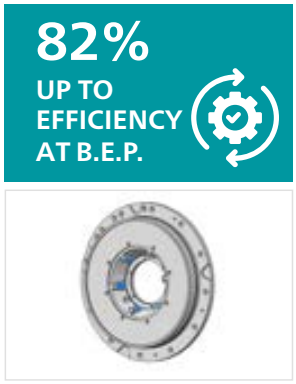
Best in class performance

- Up to 82% pump efficiency at B.E.P. for more pumping with same required energy
- Reduced pump shaft speed for improved NPSHR and reduced wear of pump parts
- 50cfm vacuum pump capacity to prime faster and get the job done quicker
- Unique enclosed impeller design with deflector vanes keeps Seal always clean and reduces wear for long lasting performance
- High fuel efficiency (FT4)









We focus on creating partnerships

A new level of Serviceability

- Service time reduction with the Atlas Copco SAIL Solution the revolutionary cartridge seal
- Bolted wear ring for fast replacement and no special tool requirement
- Patented swing door (except F1212) to access the pump within minutes
- Large doors to access all service points
- Fluid drain points for save and trouble free service









We deliver sustainable value

Technology that creates a difference

- All Info a QR Code Scan Away! – Power Connect!
- Digitally connected - Fleetlink
- Cross-linked PE fuel cell –
  No oxidation inside the tank and safe for life

Rust free polyethylene fuel tank

CONNECTED FLEET LINK SECURED

Power connect a scan away



Atlas Copco Flow series



HEAVY DUTY VACUUM PUMP
Provides high performance priming result with all media



SUPERIOR SERVICEABILITY
Reduce M.T.T.R

INTEGRATED OIL BATH
Extended dry running capability

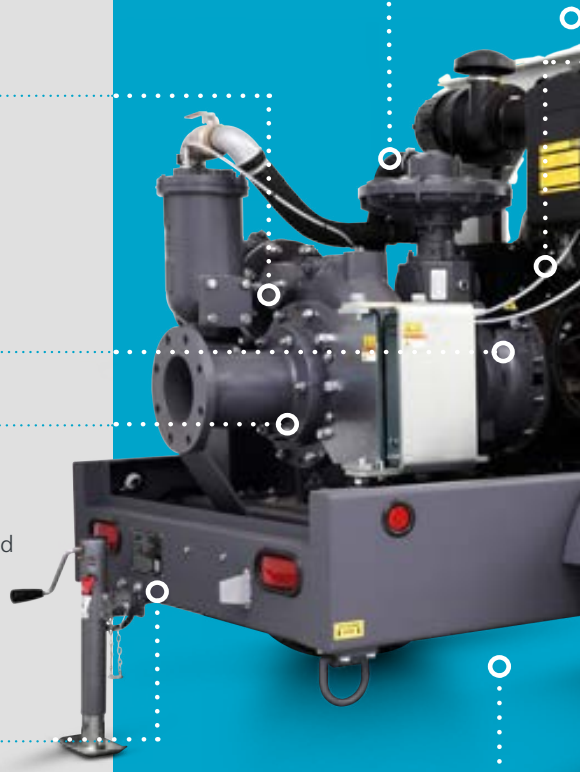


UNIQUE ENCLOSED IMPELLER DEFLECTOR VANES
Innovative design to extend Seal life and reduce wear

POWER CONNECT
Accessible through QR Code



EASY DRAIN ACCESS FOR PUMP
Easy access and maintenance



UP TO **30%** REDUCED M.T.T.R.

SAIL Solution

3 TIMES LONGER SEAL LIFE



INTEGRATED LIFTING HOOK / LUG
Simple access and safe lifting



LINK BELT DESIGN
Quick maintenance



EXTERNAL E-STOP AND PRESSURE GAUGES
Protected and always in control



CROSS-LINKED PE FUEL CELL
No tank oxidation and safe

MAX FLOW
UP TO **9,000** USgpm

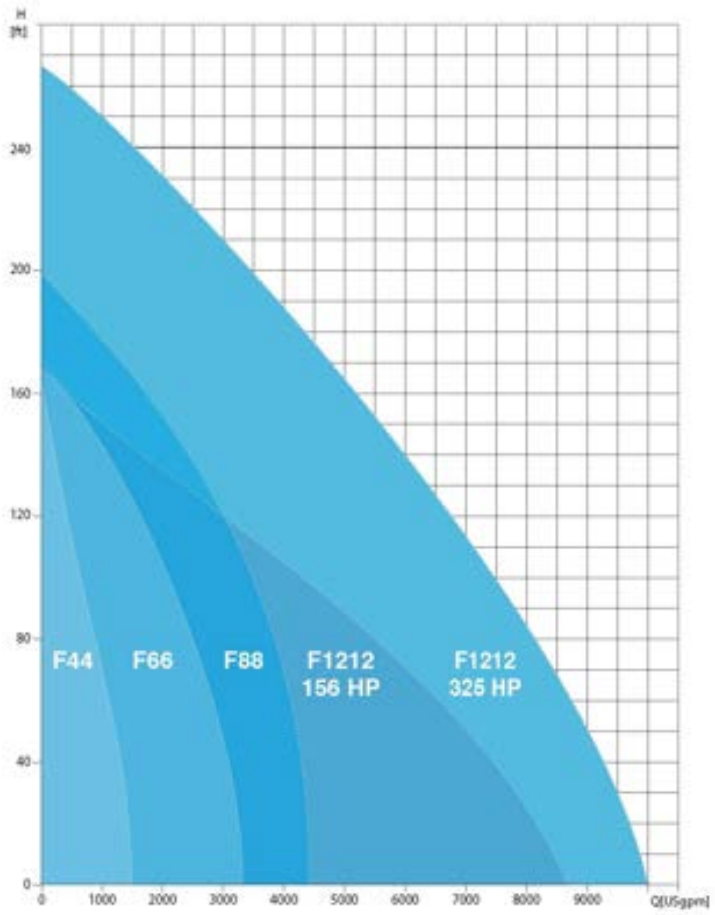
MAX HEAD UP TO 269 FT

PAC Flow series technical data

Specifications		PAC F44	PAC F66 | PAS F66	PAC F88 | PAS F88	PAC F1212 JD-S 156 | 325 HP
Max. head	ft	152	166	200 | 195	153 | 269
Max. capacity	Us gpm	1,320	2,640	3,950 | 3,750	7,210 | 9,000
Suction flange size	in	4	6	8	12
Discharge flange size	in	4	6	8	12
Max. solids handling	in	3	3	3	3.5
Best efficiency point	%	73.5	79 | 76	82 | 80	74
Engine Make		Kohler	Kohler	John Deere	John Deere
Emission compliance		FT4	FT4	FT4	FT4
Max. engine power	HP	49	74	125	156 | 325
Max. operating speed	rpm	2,100	1800	2000	1900** | 1750
Max. fuel autonomy	h	50	25.7	18.5	25.6 | 8.8

**Engine Speed

Composite Pump Curve



Power Technique Solutions Portfolio

Atlas Copco's Power Technique Business Area has a forward-thinking philosophy. For us, creating customer value is all about anticipating and exceeding your future needs – while never compromising our environmental principles. Looking ahead and staying ahead is the only way we can ensure we are your long term partner.

Air compressors

Ready to go



- 95-250 cfm
- 58-150 psi

Versatility



- 400-900 cfm
- 58-200 psi

*Diesel and electric options available

Productivity partner



- 950-1800 cfm
- 100-508 psi

*1000-5000 psi with Boosters

Generators

Portable



- 1.6 - 6.5 kVA

Mobile



- *25*-1450* *kVA*

Energy Storage System



- 250-500* kVA



- 30 - 40* kVA

Dewatering pumps

Electric submersible



- up to 4,780 GPM

Surface Pumps



- up to 9,100 GPM

Light towers

LED



- up to 31,000 sqft of light coverage

NOTE:
See individual product reference sheets for full performance details.

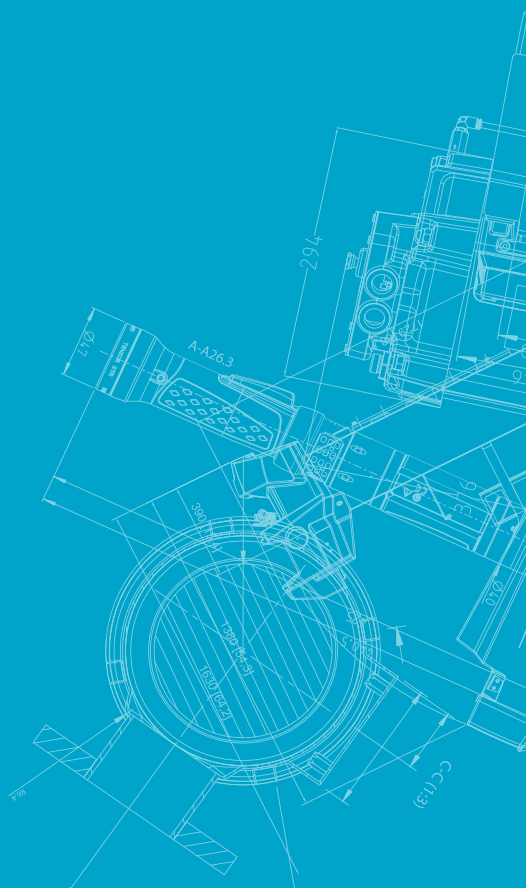
Photos and illustrations contained herein might depict products with optional and/or extra components which are not included with the standard version of the product and, therefore, are not included in a purchase of such product unless the customer specifically purchases such optional/extra components. We reserve the right to change the specifications and design of products described in this literature without notice. Not all products are available in all markets.

Atlas Copco

Atlas Copco Power Technique
atlascopco.com/ptba

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Atlas Copco

Atlas Copco Power Technique

atlascopco.com

HOLLAND PUMP
FINISH FASTER

SALES QUOTE

QUOTE No.:15480

Customer #: QUOTECUST
Customer: City of St. Helena
Address: West Palm Beach FL 33413

Site: *NEW
Address: City of St. Helena
1088 College Ave.
Saint Helena CA 94574

Customer Order #:
Quote Date: 3/28/2024
Division: 1066
Sales Person: CARL CALABRESE

Contact:
Phone:

Site Contact: Carlos Uribe
Phone: (707) 486-6144

Equipment	Description	Qty Ordered	Qty B/Ordered	Unit Price	Sales Value	TAX	Line Total
MISC	Gorman Rupp PA8E60-4045H FT4, trailer mount, with float switch, open unit	1	1	$113,262.90	$113,262.90	$0.00	$113,262.90
MISC	Bauer 8" Flange x SOC fittings	2	2	$520.00	$1,040.00	$0.00	$1,040.00
MISC	8" x 50 ft. red layflat discharge hose	20	20	$679.50	$13,590.00	$0.00	$13,590.00
MISC	8" x 20 ft. Kanaline suction hose w/ Bauer fittings / Strainer	1	1	$1,027.50	$1,027.50	$0.00	$1,027.50
MISC	8" x 10 ft. Kanaline suction hose w/ Bauer fittings	1	1	$862.50	$862.50	$0.00	$862.50
MISC	8" Bauer 90º Elbow	1	1	$540.00	$540.00	$0.00	$540.00
FREIGHT	FREIGHT	1	1	$3,800.00	$3,800.00	$0.00	$3,800.00

Notes:
Offered under our Sourcewell Contract 101221-HDL

Note: Holland Pump does not collect any
CA state or local sales, use, or other taxes.
Any taxes would be the purchasers responsibility

Lead time 16 weeks.

The GR 8" pump will deliver approx.
2640 GPM @ 80 ft. TDH and 15 ft.
suction lift.

Any questions please call or email.

Carl Calabrese
Carlc@hollandpump.com
386-426-1345 x 6603

SUB TOTAL:	**$130,322.90**
FREIGHT (SHIPPING/DELIVERY):	**$3,800.00**
TAX:	**$0.00**
TOTAL:	**$134,122.90**

DATE ISSUED: 3/28/2024

Specification Data	Diesel Engine Driven	Sec. 42	PAGE 1309 AUGUST 2023

Priming Assisted Centrifugal Pump w/Autostart

Model PA8E60-4045H FT4

Size 8” x 8”

Prime Aire® VARIOUS PATENTS APPLY

2 YEAR WARRANTY TWO PRIMING-ASSIST

Total Head		Capacity of Pump in U.S. Gallons per Minute (GPM) at Continuous Performance			
P.S.I.	Feet				
72.8	168	1200	1200	1200	1200
69.4	160	1440	1440	1440	1440
60.7	140	1960	2040	2040	2040
52.0	120	2000	2560	2640	2640
43.4	100	2040	2610	3020	3200
34.7	80	2070	2640	3060	3580
26.0	60	2100	2670	3100	3660
17.3	40	2120	2700	3140	3710
Suction Lift		20’	15’	10’	5’



WARNING!

Do not use in explosive atmosphere or for pumping volatile flammable liquids.

PUMP SPECIFICATIONS

Size: 8 x 8” (203 mm x 203 mm) Flanged.
Casing: Ductile Iron 65-45-12.
Maximum Operating Pressure 109 psi (752 kPa).*
Enclosed Type, Two Vane Impeller: Ductile Iron 80-56-06.
Handles 3” (76,2 mm) Diameter Spherical Solids.
Suction Spool: Gray Iron 30.
Impeller Shaft: Chrome-Plated Steel.
Wear Ring: Ductile Iron 65-45-12.
Pedestal: Gray Iron 30.
Seal Plate: Gray Iron 30.
Seal: Mechanical, Oil-Lubricated. Silicon Carbide Rotating Face. Silicon Carbide Stationary Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped, 160°F (71°C).*
Shaft Sleeve: Stainless Steel 303/304.
Priming Chamber: Gray Iron 30 Housing w/Stainless Steel Float and Linkage.
Discharge Check Valve: Ductile Iron Housing with Welded Nickel Seat and Buna-N Flapper.
Radial Bearing: Open Single Row Ball.
Thrust Bearing: Open Double Row Ball.
Bearing Lubrication:.Lithium EP2 Grease.
Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.
Gaskets: Red Rubber, Buna-N, and Compressed Synthetic Fibers.
O-Rings: Buna-N.
Hardware: Standard Plated Steel.
Seal Cavity Oil Level Sight Gauges.

**Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.*

Standard Equipment: Gear-Driven Air Compressor. Hoisting Bail. Strainer. Full Feature Control Panel. Single Ball Type Float Switch..**

Optional Equipment: Battery. Skid Drag Base Kit. Heated Priming Chamber Kit. NPT Suction and Discharge Flange Kits. High Speed (55 MPH/89 KM/H) Tandem Axle Pneumatic-Tired Wheel Kit w/ DOT-Approved Lights and Electric Brakes. Tandem Axle Over-the-Road Trailer (Meets DOT Requirements). Submersible Transducer Liquid Level Sensor.

***50 Ft. (15 m) Standard Length; Dual Switches and Alternate Cable Lengths Available From the Factory.*

ENGINE SPECIFICATIONS

Model: John Deere 4045HFC04.
EPA Tier: Final Tier 4.
Type Turbocharged: Four Cylinder, Diesel Engine w/Air Compressor.
Displacement: 276 Cu. In. (4,5 liters).
Lubrication: Forced Circulation.
Air Cleaner: Dry Type.
Fuel Tank: 110 U.S. Gals. (416 liters).
Full Load Operating Time: 19.7 Hrs.
Starter: 12V Electric.

Standard Features: Muffler w/Guard and Weather Cap, DOC/DPF Exhaust After-Treatment System.

Standard Features: Muffler w/Guard and Weather Cap, DOC, DPF & SCR Exhaust After-Treatment System.

Engine Control Features: Padlockable Box with Throttle Control, Tachometer, Coolant Temperature, Oil Pressure, Voltage and Overstart Indicators/Shutdowns. Manual/Stop/Auto Keyswitch. Audible Startup Warning Delay. Fuel Level Display/Alarm/Shutdown. Electronic Fuel Level Sensor.

JOHN DEERE PUBLISHED PERFORMANCE:
Maximum Gross BHP (Continuous)
125 (93 kW) @ 2200 RPM

GORMAN-RUPP PUMPS

GORMAN-RUPP PUMPS

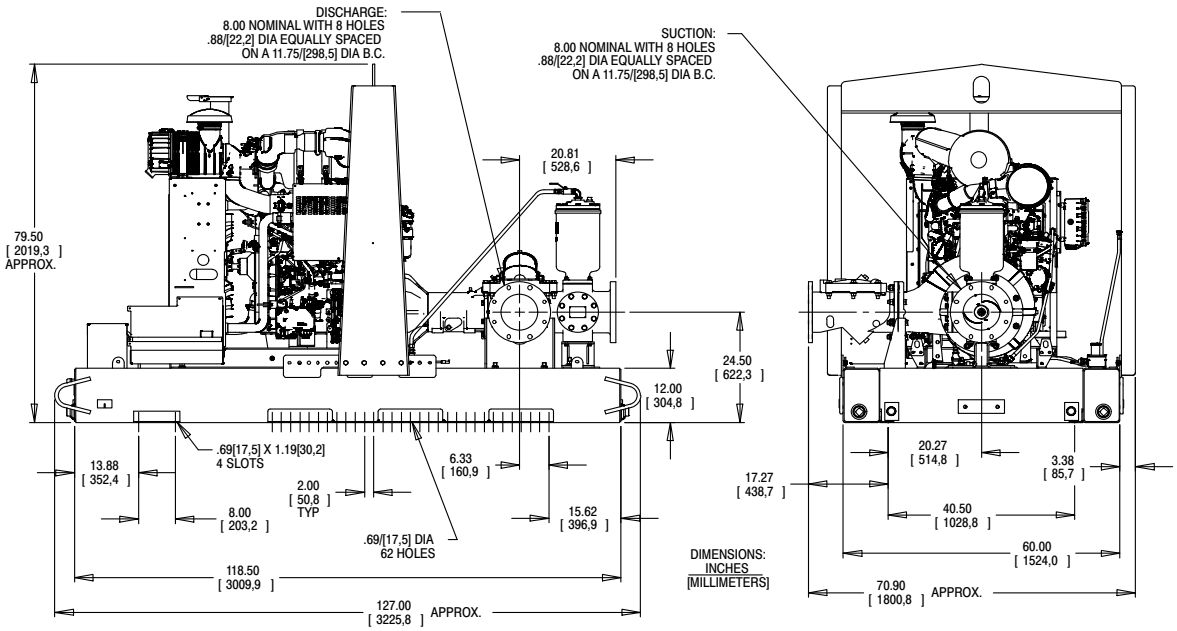
www.grpumps.com

Specifications Subject to Change Without Notice

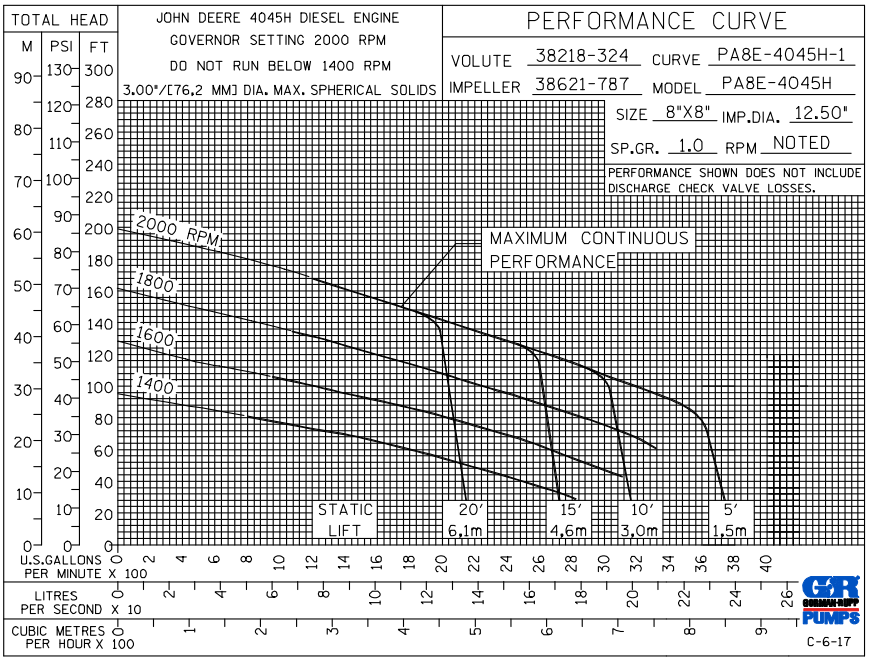
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Specification Data	APPROXIMATE DIMENSIONS and WEIGHTS	SKID BASE
SECTION 42, PAGE 1309		NET WEIGHT: 4900 LBS. (2222,6 KG.) SHIPPING WEIGHT: 5270 LBS. (2390,4 KG.) EXPORT CRATE SIZE: 486 CU. FT. (13,8 CU. M.)



POWERED BY: JOHN DEERE 4045H FT4 DIESEL ENGINE



GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.

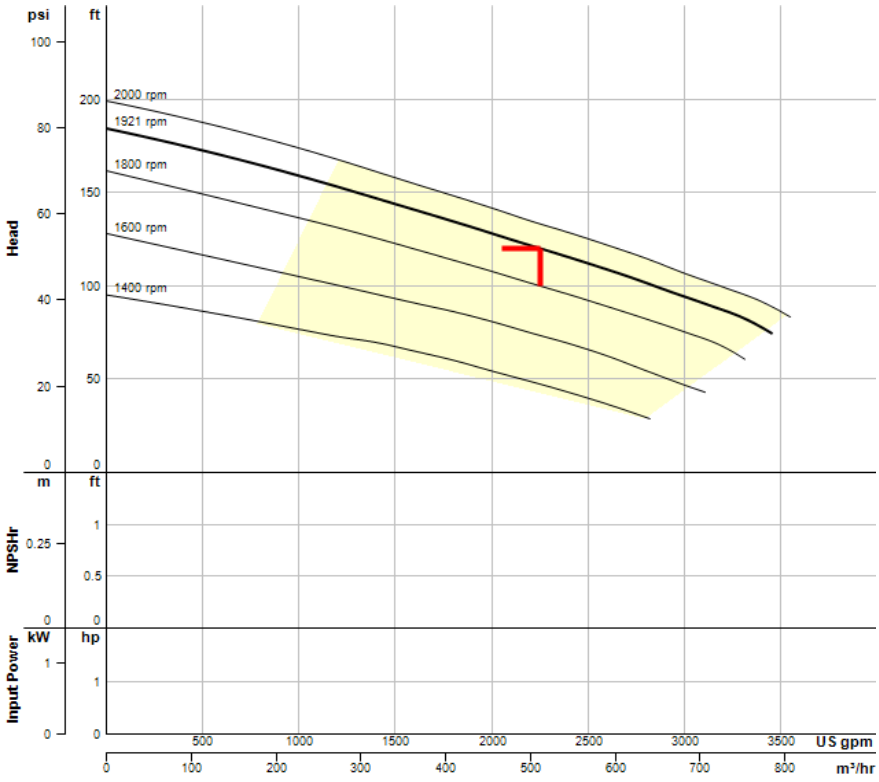
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March 22, 2024

PA8E60-4045H FT4 Priming Assisted



Suction	8" (200 mm)
Discharge	8" (200 mm)
Solids Handling	3.00" (76 mm)
Casing	Ductile Iron
Impeller/Rotor	Ductile Iron
Seal Material	Silicon Carbide
Drive Type	Diesel Engine
Unit Weight	4900 lbs



Curve Info		
Type	PA-SERIES	
Curve	PA8E-4045H-1	
Impeller	38621-787	
Speed	1921 rpm	
Diameter	12.5 in	
Data Point		
Flow	2251	US gpm
Head	120	ft
NPSHr	---	ft
Efficiency	---	%
Power	---	hp

This curve is provided for preliminary selection only. Please consult factory before making final pump or motor selections. Not NSF certified.

HOLLAND PUMP
FINISH FASTER

SALES QUOTE

QUOTE No.:15481

Customer #: QUOTECUST
Customer: City of St. Helena
Address: West Palm Beach FL 33413

Site: *NEW
Address: City of St. Helena
1088 College Ave.
Saint Helena CA 94574

Customer Order #:
Quote Date: 3/28/2024
Division: 1066
Sales Person: CARL CALABRESE

Contact:
Phone:

Site Contact: Carlos Uribe
Phone: (707) 486-6144

Equipment	Description	Qty Ordered	Qty B/Ordered	Unit Price	Sales Value	TAX	Line Total
MISC	ATLAS COPCO PAC F88 JD 125HP FT4, Trailer Mount, Open Unit	1	1	$81,655.00	$81,655.00	$0.00	$81,655.00
MISC	Dual Float Switch,. 40 ft.	1	1	$440.00	$440.00	$0.00	$440.00
MISC	Battery Solar Charger	1	1	$788.00	$788.00	$0.00	$788.00
MISC	8" Flange x Bauer SOC fittings	2	2	$520.00	$1,040.00	$0.00	$1,040.00
MISC	8" x 50 ft. red lay flat discharge hose, Bauer fittings	20	20	$679.50	$13,590.00	$0.00	$13,590.00
MISC	8" x 20 ft. Kanaline Suction Hose w/ Bauer fittings / strainer	1	1	$1,097.50	$1,097.50	$0.00	$1,097.50
MISC	8" x 10 ft. Kanaline Suction Hose w/ Bauer Fittings	1	1	$862.50	$862.50	$0.00	$862.50
MISC	8" Bauer 90º Ell Fitting	1	1	$540.00	$540.00	$0.00	$540.00
FREIGHT	Trucking to CA	1	1	$3,800.00	$3,800.00	$0.00	$3,800.00

Notes:
Offered under our Sourcewell Contract 101221-HDL

Note: Holland Pump does not collect any
CA state or local sales, use, or other taxes.
Any taxes would be the purchasers responsibility.

As of 3/29/24 In Stock at the mfr.

The PAS F88 8" pump will deliver approx.
2700 GPM @ 80 ft. TDH and 20 ft.
suction lift.

Any questions please call or email.

Carl Calabrese
Carlc@hollandpump.com
386-426-1345 x 6603

SUB TOTAL:	**$100,013.00**
FREIGHT (SHIPPING/DELIVERY):	**$3,800.00**
TAX:	**$0.00**
TOTAL:	**$103,813.00**

DATE ISSUED: 3/28/2024

Product Reference

PAC F88 JD 125HP FT4

Diesel - Qmax 3,950 USgpm - Hmax 200 ft



Indicative picture of the product

PAC Flow series

The pump system consists of a centrifugal pump and a separator, which enables air to be separated from the liquid and be sucked by a vacuum pump - making automatic priming possible. Even with suction heights of several feet the machine rapidly evacuates the air from the suction pipe and starts to pump. The PAC range is also suitable for pumping liquids with solids in suspension with best possible efficiency.

Applications

The PAC F88 Atlas Copco pump is designed to withstand toughest applications and delivers best in class pumping efficiency. One of the most common area of utilization is the mining and Oil & Gas segment where reliability, efficiency and versatility is the key to provide a customized solution. Other suitable applications within Construction and General dewatering, Municipal as well as General Industry are ideal for the PAC F88 pump. Atlas Copco pumps are packed with features that not only meet, but exceed the needs of our customers.

Benefits

Efficiency
The 12" impeller with 82% efficiency at B.E.P. provides best pumping result with minimal efforts

Solids handling
Closed impeller type with solids handling capability of 3" for trouble free operation

Easy maintenance
Hinged cover for direct access to the impeller and pump volute

Polyethylene Fuel tank
Corrosion-free PE tank provides longer lifetime and avoids tank cleaning due to oxidation

Distributed By:
Holland Pump Co.
7312 Westport Place
West Palm Beach, FL 33413
Carl Calabrese
Government Sales
Carlc@hollandpump.com
Direct 386-426-1345 x 6603

Product Reference

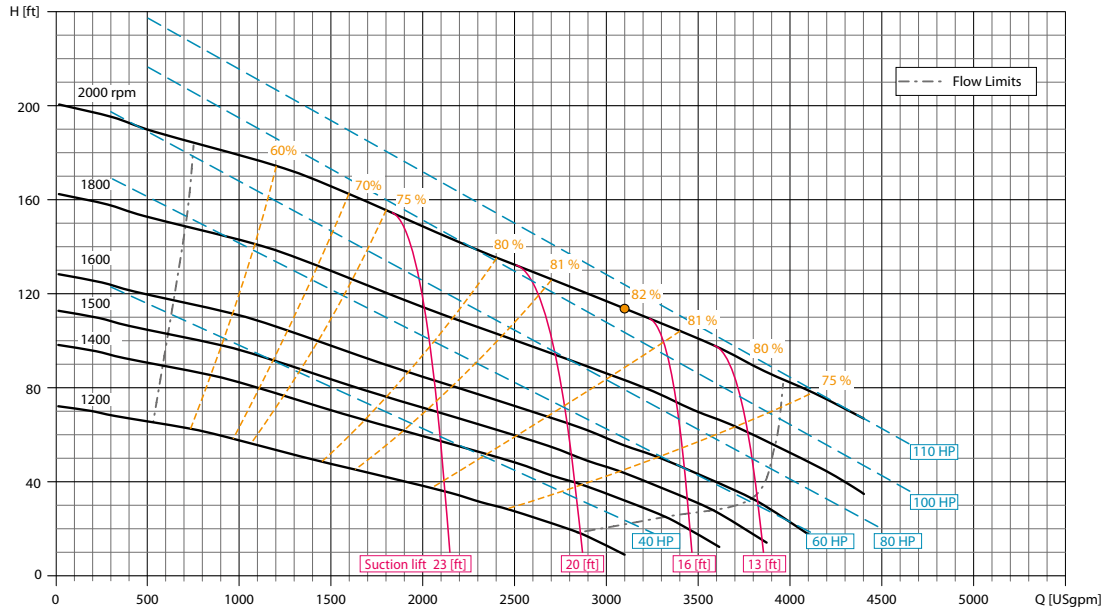
PAC F88 JD 125HP FT4

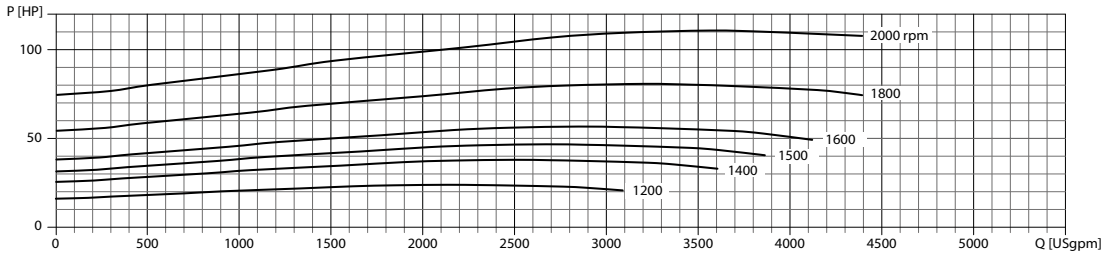
Performance curves

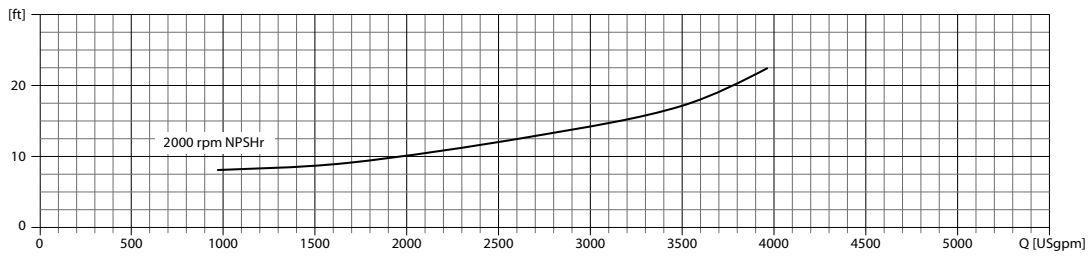
Test according to UNI EN ISO 9906 standard - level 2B
Test liquid: clean water, density 62.43 lb/ft3 (8.345 lb/gal)

Losses from priming system and check valve not included

Speed	Impeller Dia.	Style	Solids Dia.	Ns	Suction	Discharge	No. Vanes
Various	12" / 315 mm	Closed	3" / 76 mm	2000 rpm	8" / 200 mm	8" / 200 mm	2







Product Reference

PAC F88 JD 125HP FT4

Technical data

Pump

Model	PAC F88
Qmax	3,950 USgpm
Hmax	200 ft
Q max eff.	3,100 USgpm
Eff. max	82 %
Suction port	8" Flange - ANSI class 150
Delivery port	8" Flange - ANSI class 150
Impeller type	Closed, 2 vane
Impeller diameter	12"
Solids handling	3"
Material	
Casing	ASTM A536 ductile iron
Impeller	ASTM A536 ductile iron
Wear ring	ASTM A48 Class 20 grey iron
Wear plate	ASTM A48 Class 20 grey iron
Shaft	AISI 630 stainless steel
Mechanical Seal faces	Silicon carbide / Silicon carbide / VITON
Elastomers	NBR + VITON
Lubrication	Grease (bearings)
Check Valve	ASTM A536 ductile iron + NBR rubber flap
Separator	Aluminium alloy

Priming system

Vacuum pump	
Vacuum pump type	Diaphragm
Nominal air capacity	50 cfm
Max vacuum	- 26.6 inHg
Drives	Link belt

Engine

Make	John Deere
Model	4045HI550
Type	Diesel turbo common rail
Displacement	275 in^3
No. cylinders	4
Cooling	Liquid with radiator
Rpm type	Variable
Max operating speed	2000 rpm
US emissions	EPA Tier 4F
Starting	Electric
Engine system voltage	12 V
Engine power rating	125 HP

Control panel

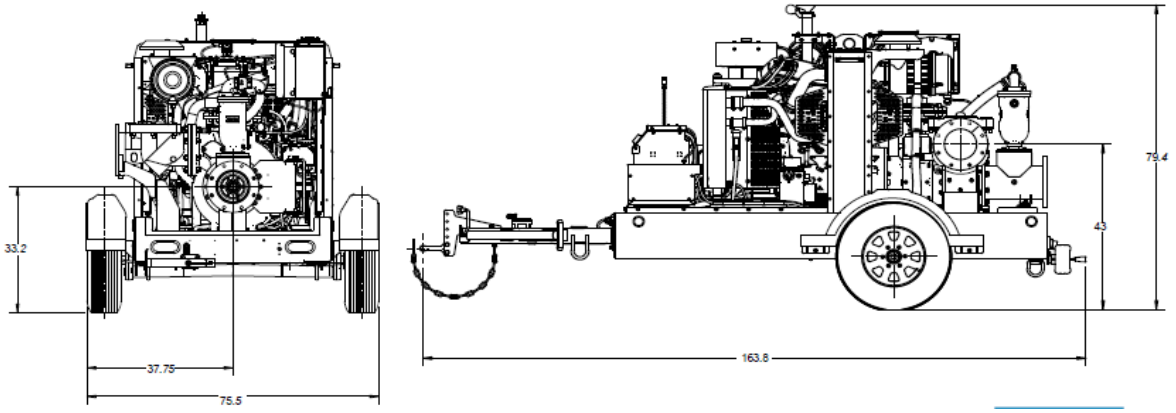
Model	PW 1000
	Manual operation
	Automatic operation: start-stop with transducers or floats
	FleetLink Optional

Arrangement

Technical data	
Material	ASTM A36 steel
Coatings	Epoxy powder, average thickness of 3 MIL
Features	Lifting beam. Fork lift pockets. Pump access through hinged door. PE fuel tank.
Battery	Acid charge Pb-Ca maintenance free, 12V - 1100 CCA
Fuel tank capacity	90 USG
Fuel consumption	5.2 US Gal/hr @2000 rpm @BEP
Dry weight	4788 lbs
Wet weight	5388 lbs

Dimensional drawing

[in]



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 28, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Authorize the purchase of capital equipment for a US Jetter 4018-300 Trailer Mounted High Pressure Jetting Unit from WECO Industries LLC for a total cost not-to-exceed $72,831.00
RECOMMENDED ACTION:	Authorize the purchase of the equipment.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorize the purchase of capital equipment for more efficient operations.
FINANCIAL IMPACT:	The total financial impact of the purchase is $72,831.00 which is available in the adopted FY24 Public Works Wastewater Collections Operations budget.

BACKGROUND:

A jetter trailer is a trailer-mounted jetter machine. It utilizes a high-pressure water jet system with a hose reel that can be hauled to locations as needed. Ideal applications include sewer jetting, and spill dilution and clean-up. These versatile machines combine power and portability into an operator-friendly option.

DISCUSSION:

Recently the City Council authorized the surplus of a no longer functioning jetter trailer. This purchase would be a replacement device to ensure that when the need arises for sewer backups, we can deploy for service instead of renting the equipment from private vendors or coordinating assistance from another jurisdiction. Sewer backups are a time sensitive issue that cannot wait hours or days for resolution. This purchase would expedite services to the homeowner or business experiencing sewer back up issues.

Staff received three quotes from different vendors throughout the United States and has chosen the lowest vendor, and coincidentally the vendor with the closest location. WECO Industries, LLC based out of Vacaville, CA is the sole authorized supplier of all US Jetting products in the territory of Northern California for all municipalities. This includes all major equipment and spare parts. This purchase is consistent with our purchasing policy.

Staff is requesting authorization to purchase this equipment to replace recently surplused equipment as detailed above for more efficient service to the public and better maintenance of our wastewater collection system.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution
ST HELENA 4018-375 QUOTE 041724
City of St. Helena Sole Source Letter US Jetting

CITY OF ST. HELENA

RESOLUTION NO. 2024-

AUTHORIZE THE PURCHASE OF CAPITAL EQUIPMENT FOR US JETTER 4018-300 TRAILER MOUNTED HIGH PRESSURE JETTING UNIT FROM WECO INDUSTRIES LLC FOR A TOTAL NOT-TO-EXCEED COST OF $72,831.

RECITALS

A. City Council has authorized the surplus of a no longer functioning jetter trailer; and

B. Jetter trailers are necessary for sewer backups as they are mobile applications that allow for sewer jetting, spill dilution, and clean up; and

C. Sewer backups are time sensitive and cannot wait hours or days for a resolution; and

D. The purchase of a replacement sewer jetter allows for City staff to deploy service instead of renting the equipment from private vendors; and

E. Staff received three quotes from vendors and has chosen the lowest cost vendor, WECO Industries, LLC based out of Vacaville, CA; and

F. This purchase is consistent with our purchasing policy.

RESOLUTION

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Authorizes the purchase of capital equipment for a US Jetter 4018-300 Trailer Mounted High Pressure Jetting Unit from WECO Industries LLC for a total not-to-exceed cost of $72,831.00.

Approved at a Regular Meeting if the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

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

4971 Allison Pkwy Ste A, Vacaville, CA 95688
P: 1-800-677-6661 F: 707-446-7933 www.wecoind.com

April 17, 2024

Company:	**City of St. Helena**	
Address, City, State, Zip:	**1405 Charter Oak Ave. St. Helena, 94574**	
Contact, Phone, Email:	**Carlos Uribe, 1-707-486-6144, curibe@cityofsthelena.org**	
WECO Contact:	**Bill Pierce, 1-707-724-0501**	**Net 30**

USJ 4018-300 TRAILER MOUNTED HIGH PRESSURE JETTING UNIT

Engine/Pump:	**Hose Reel & Hose:**	**Accessories:**
Hatz 49 HP Diesel Engine Tier IV	Standard Pivot Hose Reel	10' Leader Hose
USJ 18 GPM @ 4000 PSI	1/2" x 600' Sewer Hose	1/2" RPD 3R/1F Nozzle
Triplex Plunger Run Dry Pump	Manual Hose Guide	1/2" RPD 6R Nozzle
Tier 4 Basic Control Panel	Hydraulic Driven Hose Reel	9" Drain Jet Extension
Auto Shutdown (for High Engine	**Trailer:**	3" Tiger Tail
Temp/Low Oil Pressure)	Single 7000 lbs. Torsion Bar Axle	Nozzle Rack
Water Recirculation & Anti-Freeze Sys	D.O.T. Approved LED Lighting	Digital Operator/Owners Manual
Pulsation System	Two (2) 42" Aluminum Tool Box	1 Pair Safety Gloves; 3000 PSI Straight
Shrouded Engine	Aluminum Rims	7500 PSI Flat or Rotary

Water Tank: 300 Gallon Black Water Tank

BASE UNIT AS OUTLINED ABOVE		1	**$56,695.00**

FOR ALL OPTIONS NOT LISTED PLEASE CONTACT YOUR SALES REPRESENTATIVE

TRAILER OPTIONS:	**LIST PRICE**	**QTY**	**TOTAL**
BRAKES: HYDRAULIC OR ELECTRIC **MUST CHOOSE ONE**	HYDRAULIC		
HITCH: 2 5/16" BALL OR PINTLE **MUST CHOOSE ONE**	2 5/16" BALL		
SPARE TIRE AND RIM WITH MOUNTING BRACKET ON FRAME	$565	0	$0.00
SIX (6) 18" D.O.T. SAFETY CONES & HOLDER	$239	0	$0.00

ENGINE / PUMP OPTIONS:			
JMS ELITE WIRELESS REMOTE CONTROL SYSTEM	$4,580	0	$0.00
CONTROL PANEL EMERGENCY STOP BUTTON	$149	1	$149.00
UPGRADE TO HATZ 74 HP DIESEL ENGINE TIER IV (RECOMMENDED FOR ALTITUDES ABOVE 5000 FT)	$4,640	0	$0.00

HOSE REEL / HOSE OPTIONS:			
1/2" x 600' Hose: COBRA HOSE	$2,057	1	$2,057.00
UPGRADE TO LONGER 1/2" HOSE; INCREMENTS OF 100'	$325	0	$0.00
ADDITIONAL 1/2" x 500' USJ HOSE	$1,565	0	$0.00
ADDITIONAL 1/2" x 500' PARKER HOSE	$1,960	0	$0.00
POWER PULLOUT OPTION FOR USJ HOSE REEL	$1,649	0	$0.00
FOOTAGE COUNTER MANUAL OPTION (J-428-2020-ASSY)	$795	0	$0.00

TANK & FILL OPTIONS:

UPGRADE TO 375 GALLON WATER TANK	$525	1	$525.00
2 1/2" x 25' HYDRANT HOSE (2J-284-2 1/2)	$300	0	$0.00
2 1/2" HYDRANT HOSE HOLDER (2J-284-HOLDER-2.5)	$415	0	$0.00
TOOL STORAGE OPTIONS:			
REAR BASKET (J-019-004)	$1,107	0	$0.00
LIGHTING OPTIONS:			
LED FLOOD LIGHT - RECHARGEABLE (J-155-111)	$220	0	$0.00
LED ARROW BOARD (J-423-ASSY)	$1,445	0	$0.00
PAINT OPTIONS:			
SPECIAL PAINT COLOR (EXCEPT METALLIC PAINT)	$3,100	0	$0.00
SPECIAL PAINT COLOR - FRAME ONLY	$1,100	0	$0.00
MANUAL & TRAINING OPTIONS:			
ADDITIONAL PAPER OPERATOR'S MANUAL STANDARD	$65	0	$0.00
ONSITE FACTORY TRAINING (ADDITIONAL DAY)	$295	0	$0.00
NOZZLE & ACCESSORY OPTIONS:			
ADDITIONAL SAFETY GLOVES (PER PAIR) (2J-10-GLOVE)	$152	0	$0.00
1/2" FLEXIBLE SUPER SPIN NOZZLE w/SYRINGE & OIL	$1,605	0	$0.00
1/4" x 100' MINI JET KIT ***(HOSE & NOZZLE ONLY)*** (2J-173-ASSY)	$195	1	$195.00
1/4" X 100' MINI JET ***REEL W/ HOSE & NOZZLE*** (2J-150-01-ASSY)	$795	0	$0.00
3/16" x 75' MICRO MINI JET KIT ***(HOSE & NOZZLE ONLY)*** (2J-175-75-ASSY)	$195	1	$195.00
3/16" X 75' MICRO JET ***REEL W/ HOSE & NOZZLE*** (2J-150-01-MICRO-ASSY)	$795	0	$0.00
LOCKING BASE ASSY FOR MINI / MICRO REEL (2J-150-02-ASSY)	$290	0	$0.00
INLET GARDEN HOSE REEL W/ 5/8" X 100' GARDEN HOSE (2J-328-ASSY)	$715	0	$0.00
WASHDOWN SYSTEM W/ GUN & 50' OF HOSE (2J-283-ASSY & 2J-161-50)	$496	1	$495.72
SPRING RETRACTABLE HOSE REEL / WASHDOWN (J-488-S-02 & J-488-S-05)	$979	0	$0.00
NOZZLE, 1/2" WARTHOG SWIVEL ASSY (STO-WT-1/2-PKG #____)	$1,060	1	$1,060.00
NOZZLE, 1/2" WARTHOG MAGNUM (STO-WHA-1/2-DS-PKG #____)	$2,565	1	$2,565.00
ORANGE MANHOLE PROTECTIVE RING (H2T-MPR-100)	$349	1	$349.00
MANHOLE HOOK WITH "T" HANDLE (HOO-T-HDH-1)	$95	1	$95.00
HYDRANT WRENCH (CAP-AWH)	$35	1	$35.00
	$0	0	$0.00
	$0	0	$0.00

PRICE OF SELECTED OPTIONS:		**$**	**7,720.72**
NET PRICE OF UNIT WITH OPTIONS:		**$**	**64,415.72**
TRADE IN VALUE CREDIT:		**$**	**-**
SALES TAX	**8.25%**	**$**	**5,314.30**
ALL UNITS SHIP FROM GA - *ESTIMATED FREIGHT:*		**$**	**3,100.00**
ESTIMATED TOTAL:		**$**	**72,830.02**

April 17, 2024

Carlos Uribe
City of St Helena

RE: Sole Source Letter / U.S. Jetting LLC / Northern CA

Dear Carlos:

Please be advised that WECO Industries, LLC, Vacaville, CA, is the sole authorized supplier of all U.S. Jetting products in the territory of Northern California for all municipalities. This includes all major equipment, and spare parts.

WECO Industries LLC contact information is as follows:

WECO Industries LLC
4971 Allison Parkway, Suite A
Vacaville, CA, 95688

Contacts: Noah Johnson,
E-mail: noahjohnson@wecoind.com
Toll Free: 800-677-6661
Local: (707) 446-6661
Fax: 707-446-7933
Website: www.wecoind.com

We appreciate your business and look forward to working with you in the future.

Sincerely,

Sally Woodhead
General Mgr. CA Office
13571 Larwin Circle
Santa Fe Springs, CA 90670
CC: WECO Industries LLC

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 28, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Approve a resolution: (1) establishing Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements with a budget of $860,000; (2) allocating $860,000 from the 2024 Water Bonds Issuance; (3) authorizing the City Manager to enter into a Professional Services Agreement (PSA) with Haley Aldrich Inc for engineering and project management services to provide a high-quality geotechnical exploration of Bell Canyon Dam for a not-to-exceed total of $781,900; and (4) authorize the Public Works Director to approve amendments to the Agreement to increase the not-to-exceed amount by up to 10% of the original PSA amount.
RECOMMENDED ACTION:	Approve the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Establishing a Capital Improvement Project Number W24-11 Bell Canyon Dam DSOD Analysis and execution of a contract for professional services.
FINANCIAL IMPACT:	This project is not currently budgeted. Staff is requesting funds be allocated from the 2024 Water Bond Issuance for a project cost of $860,000. Cost for the Contract with Haley Aldrich will not exceed $781,900 and could potentially be significantly less based on the outcome of some of the project phases.

BACKGROUND:

The Division of Safety of Dams (DSOD) provided notice to the City of St. Helena on July 5, 2023 of outstanding compliance for the Bell Canyon Dam (BCD) (Attachment 1). The letter indicated that the dam may have issues of seismic stability of the dam and directed the City to conduct an analysis of existing and projected seepage conditions, as well as the static and seismic stability of the dam. A letter sent from DSOD in May 2024, demanded that by October 1, 2024, the City must provide a plan and schedule to resolve all outlet and embankment deficiencies by December 31, 2029. If the City cannot show that all deficiencies are able to be resolved by December 31, 2029, it must

propose additional interim risk-reduction measures within the required plan and schedule.

The DSOD has responsibility to regulate public and private dams to prevent failure, safeguard life, and protect property. The California Water Code entrusts dam safety regulatory power to DWR, Division of Safety of Dams (DSOD). They are responsible for the oversight of the design, construction, and maintenance of over 1,200 jurisdictional sized dams in California.

DISCUSSION:
The Bell Canyon Dam is part of the City's critical infrastructure, as it provides 80% of the supplied potable water for the City of St. Helena. Seepage issues reduce water availability and seismic stability puts the entire community at risk if failure should occur. It is not only required by DSOD and state law to ensure maintenance and stability but also in the best interest of the community to ensure the resources is maintained adequately and planned for long term use.

Haley Aldrich, the City's on-call engineering and project management firm has provided a scope to include the following elements to help us obtain and retain compliance in response to the DSOD letter:

1. Remain compliant with regulatory requirements requested in detail by DSOD, “high-quality subsurface exploration and laboratory testing program are needed to obtain more reliable strength data and better capture seepage conditions for further analyses of the static and seismic stability of the dam.”
2. Enable the City to update its records and documentation for continuous operation and maintenance of the Dam without loss of legacy or consultant-specific storage of information.
3. Install updated monitoring equipment at the Dam, to facilitate continued monitoring of the Dam’s performance, as the existing monitoring equipment reaches the end of its operation lifetime.
4. Complete an analysis of the seepage conditions and static and seismic stability of the Dam.
5. Provide conceptual design alternatives of mitigation alternatives (if/as needed) and identify any additional work needed to remain compliant with regulatory requirements and best practices.

The proposal is a three phased approach as outlined below:

Task 1 Project Management,
Task 2 Existing Data & Information: Gathering & Analysis, and
Task 3 Geotechnical Work Plan.

Haley Aldrich (HA) would be the project management lead on this project due to the limited internal operating staff and the large capital improvement program project list.

HA will be responsible to manage and coordinate our investigation with the City, Napa County, subcontractors, and consultants as necessary as well as interactions with DSOD. Project management will also include coordination with multiple subconsultants and subcontractors, coordination of field logistics, internal communications, and communications with the City regarding required permitting and work schedule(s).

HA is already coordinating with the City for other aspects of this project with existing contract for on-call Consulting Services Agreement 2023-047 with the City. HA is also assisting the City with several other Capital Improvement Program Projects to assist with completion of the approved list of 5-year CIP projects.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

Resolution
W24-11 Bell Canyon DSOD
St Helena.BellCanyonDamSubsurfacePlan.SDA.2024-03-23 1
DSOD_Bell Canyon Dam 16-3 File Inspection DSODs Response Letter_031224

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVAL A RESOLUTION: (1) ESTABLISHING CAPITAL IMPROVEMENT PROJECT W24-11 BELL CANYON DAM DSOD ANALYSIS/IMPROVEMENTS WITH A BUDGET OF $860,000; (2) ALLOCATING $860,000 FROM THE 2024 WATER BOND PROCEEDS FOR THE PROJECT; (3) AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH HALEY ALDRICH INC. FOR ENGINEERING AND PROJECT MANAGEMENT SERVICES TO PROVIDE A HIGH-QUALITY GEOTECHNICAL EXPLORATION OF BELL CANYON DAM FOR A NOT-TO-EXCEED TOTAL OF $781,900; AND (4) AUTHORIZE THE PUBLIC WORKS DIRECTOR TO APPROVE AMENDMENT TO THE AGREEMENT TO INCREASE THE NOT-TO-EXCEED AMOUNT BY UP TO 10% OF THE ORIGINAL PSA AMOUNT.

RECITALS

A. The Bell Canyon Dam (BCD) is a part of the City's critical infrastructure as it provides 80% of the supplied potable water for the City of St. Helena; and

B. The Division of Safety of Dams (DSOD) is responsible for the regulation of public and private dams to prevent failure, safeguard life, and protect property; and

C. DSOD provided notice to the City of St. Helena on July 5, 2023 of outstanding compliance for the BCD; and

D. The letter stated the dam may have issues of seismic stability and directed the City to conduct an analysis of existing and projected seepage conditions, as well as the static and seismic stability of the dam; and

E. The City must provide a plan and schedule to resolve the outlet and embankment deficiencies by December 31, 2029; and

F. The City's on-call engineering and project management firm, Haley Aldrich, has provided a scope to help the City obtain and retain compliance in response to the DSOD letter; and

G. The proposal from Haley Aldrich has a three-phase approach which includes Project Management, Existing Data & Information, and a Geotechnical Work Plan; and

H. This project requires establishing Capital Improvement Project Number W24-11 Bell Canyon Dam DSOD Analysis/Improvements; and

I. This project is not currently budgeted and will require funds to be allocated from the Water Capital Improvement Fund for a project cost of $860,000.

RESOLUTION

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Establishes Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements with a Budget of $860,000.
3. Authorizes the allocation of $860,000 from the 2024 Water Bond Proceeds for Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements.
4. Authorizes the City Manager to enter into a Professional Services Agreement with Haley Aldrich for engineering and project management services to provide a high-quality geotechnical exploration of Bell Canyon Dam for a not-to-exceed total of $781,900.
5. Authorizes the Public Works Director to approve amendments to the Agreement to increase the not-to-exceed amount by up to 10% of the original PSA amount.

Approved at a Regular Meeting if the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

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

Bell Canyon Dam DSOD Analysis/Improvements

Project No: W24-11

Category Water

Project Location: Bell Canyon Reservoir (APN 021-420-019)

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Perform required geotechnical investigation/reporting for compliance with Division of Safety of Dams regulations AND construct improvements to mitigate seepage.

NOTES: FY24 - project added via Council action on 5/14/24.

EXPENDITURE ACCOUNTS:

EXPENDITURES	Total YTD 06/30/2023		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design				781,900				781,900
3170 - Contingency				78,100				78,100
EXPENDITURE TOTALS				860,000				860,000
FUNDING SOURCES								
763-Water Capital Improvement - Debt				860,000				860,000
FUNDING TOTALS				860,000				860,000

HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.393-3092
salman@haleyaldrich.com

28 March 2024
H&A File No. P208353-013

Attn: Joe Leach, Director/City Engineer
Ian Dale, Environmental Services Technician
Lesley Milton, Assistant to City Manager

City of St. Helena Public Works and Engineering Department
1088 College Avenue
St. Helena, California 94574

Subject: **Geotechnical Engineering Services for Bell Canyon Dam**
Division of Safety of Dams
Seepage, Stability, and Monitoring Compliance Project
In reference to St. Helena CIP Project W18-120 Bell Canyon
Phreatic Surface Monitoring & Assessment

Dear Joe, Ian, and Lesley:

Haley & Aldrich, Inc. (Haley & Aldrich) is pleased to submit the following proposal that specifies the scope, schedule, level of effort, and fee for the work required to prepare a response to an outstanding compliance item identified in correspondence from the Division of Safety of Dams (DSOD) to the City of St. Helena (City) dated 5 July 2023 for the Bell Cayon Dam (BCD). Haley & Aldrich prepared the following proposal per the memorandum under File No. 0208353-001, submitted to DSOD in December 2023, as a DSOD requirement of the City.

This work outlined in this scope is intended to allow the City to do the following:

1. Remain compliant with regulatory requirements requested in detail by DSOD, “high-quality subsurface exploration and laboratory testing program are needed to obtain more reliable strength data and better capture seepage conditions for further analyses of the static and seismic stability of the dam.”
2. Enable the City to update its records and documentation for continuous operation and maintenance of the Dam without loss of legacy or consultant-specific storage of information.
3. Install updated monitoring equipment at the Dam, to facilitate continued monitoring of the Dam’s performance, as the existing monitoring equipment reaches the end of its operation lifetime.
4. Complete an analysis of the seepage conditions and static and seismic stability of the Dam.
5. Provide conceptual design alternatives of mitigation alternatives (if/as needed) and identify any additional work needed to remain compliant with regulatory requirements and best practices.

Haley & Aldrich will manage and coordinate our geotechnical services with the City per the existing On-Call Agreement #2023-047 between Haley & Aldrich and the City.

As we prepared this proposal, it became quickly evident that this exploration would be more effectively and efficiently implemented in phases. The geotechnical exploration is dependent upon several items that are somewhat out of the City's control. First is the availability of pertinent historic information and the City's ability to gather and garner that information from outside sources such as previous consultants, and DSOD. Haley & Aldrich is less concerned about the availability of information from DSOD but rather the time involved in researching, requesting, receiving files from past consultants and reviewing and organizing those files to obtain the required historical information.

Secondly, DSOD's approval of the Geotechnical Work Plan that is an integral part of the overall exploration and will be prepared as a part of this work scope. Until DSOD approves the Work Plan, the exact amount of field work required is in flux. Currently DSOD is using a large brush to paint a wide swath of requirements for the Work Plan. Haley & Aldrich has a premise, based on limited information, that the seepage issue concerning DSOD may not be a phreatic surface issue, but an issue concentrated in a singular location that could limit the scope of the geotechnical exploration and that inherent cost.
Thirdly, Haley & Aldrich will need to obtain additional historic information to be able to substantiate our premise that the seepage issue at the groin location is reservoir water seeping through porous rock formations and around the existing grout curtain to surface in the groin area of the dam. By substantiating this premise, the limit and severity of the underground exploration required by DSOD and approved in the Geotechnical Work Plan may possibly be limited to a specific area reducing the requirements of the Plan and the scope of the field exploration work.

The omnibus project as it is currently required by DSOD, has a fairly exhaustive scope and a budget nearing $800,000.00. Haley & Aldrich proposes to phase this work with Phase One including a four-month pro-rata portion of Task 1-Project Management, Task 2 Existing Data & Information: Gathering & Analysis, and Task 3 Geotechnical Work Plan. This will allow Haley & Aldrich to gather, analyze and catalog missing project information, develop the premise that there is no Phreatic surface issue, and the seepage is a localized issue that can be mechanically solved. Based on the success of this premise, the geotechnical work plan would be tailored to the actual scope of work required. Once DSOD approves the geotechnical work plan, the field work scope will be set and will be budgeted according to the approved work plan. Haley & Aldrich believes that there may be as much as a forty (40%) percent savings available in Task 4 Field Investigation. Task 4, alone, is approximately $500,000. And a 40% savings would be significant.
Haley & Aldrich proposes that the first phase of the project be assigned with a budget of $120,812.50. The remainder of this letter proposal outlines the omnibus geotechnical study and the full fee estimate to perform the entire project. Based on the full fee estimate, Phase 2 would be budgeted at $666,888.50.

Proposed Scope of Services

Based on currently available information and meetings with the City, Haley & Aldrich proposes the following scope of services:

TASK 1 – PROJECT MANAGEMENT

Haley & Aldrich will manage and coordinate our investigation with the City, Napa County, subcontractors, and consultants as necessary. Haley & Aldrich assumes that the City will provide site access, that email/phone/Teams communication will be held between Haley & Aldrich and the City as necessary throughout the duration of the project, and that all interaction with DSOD will be through the City, and directly between Haley & Aldrich and DSOD only if deemed acceptable by the City.

Project management will also include coordination with multiple subconsultants and subcontractors, coordination of field logistics, internal communications, and communications with the City regarding required permitting and work schedule(s).

A kickoff meeting and a Conceptual Mitigation Design Alternatives review meeting with the City have been budgeted. Additionally, a monthly one hour meeting between the City and Haley & Aldrich has been budgeted for a duration of 16 months. No additional meetings are expected or budgeted for this project as a whole.

TASK 2 – EXISTING DATA AND INFORMATION – GATHERING AND EVALUATION

Haley & Aldrich will review and analyze available geotechnical and construction documentation, geologic and soil mapping, and groundwater elevation data in advance of our field investigation, utilizing DSOD records. Two days have been allotted to visit the DSOD records facility in Sacramento to request a complete set of DSOD records for the Dam.

We presume the City will provide Haley & Aldrich with any/all available electronic files of plans, reports, topographic maps, water surface elevations, etc., to facilitate our analysis and provide a basis for graphics to be included in our geotechnical report.

The obtained information will be compiled as PDFs labeled according to their author, date, and purpose. The record titles will be tabulated in a searchable excel format to allow ease of access and use of what we expect to be well over 500 reports, maps, and investigation reports.

During the review of the available records, we will assess existing data that can be used to support the interpretation of subsurface conditions and help identify data gaps that will be required to be filled for the analyses of seepage, stability, and dam performance instrumentation.

We presume the survey data gathered under Haley & Aldrich's DOSD Dam Annual Reporting project for the City will provide a topographic map of the Dam and reservoir, prepared by a registered land surveyor. The topographic base map of the existing conditions and a digital terrain model will be assessed, reprocessed, if needed, and brought into the project database. The reprocessed data will also forms the basis of graphics presented in our final report.

Based on the age of existing data gathering equipment, and existing data gaps, Haley & Aldrich will determine if there are modifications required to the proposed field investigation scope (see below) and prepare the draft work plan including potentially required modifications (See Task 3).

TASK 3 – GEOTECHNICAL WORK PLAN

Haley & Aldrich will submit the draft geotechnical work plan to DSOD for review, prepare a work plan-specific schedule/cost estimates, provide a preliminary list of subcontractors, and initiate required permits. We assume a single round of comments from DSOD. We will respond to DSOD edits and City modifications in the final work plan. Haley & Aldrich will finalize the work plans, permitting, and contracting to complete our field investigation, instrumentation installation, and laboratory testing.

Task 3 includes the preparation of a Health and Safety Plan (HASP) for Haley & Aldrich personnel field activities and integrated safety procedures with other subcontractors. Note that each contractor will maintain their own HASP.

Drilling and well permits will be required for the borings from both the City and Napa County, we assume the permit fees for the City permits will be waived by the City. It is assumed that site access permission to perform the field investigation described herein, and any City encroachment requirements will be granted and provided by the City at no cost to Haley & Aldrich.

TASK 4 – FIELD INVESTIGATION

The exact extent and type of subsurface investigations will not be finalized until the work plan (Task 3) is approved by DSOD. Haley & Aldrich has prepared the following scope of work to outline the general plan and work required to support the project and limit negative impact to the existing Dam structures as much as possible. Final locations, depth, and planned installation and type of instrumentation may be modified based on work completed in Tasks 2 and Task 3. Haley & Aldrich considers the proposed scope to be a balance of the robust data collection required by DSOD while reflecting a reasonable level of effort; it is, however, weighted toward the robust end of expected activities to allow for unknown conditions or additional DSOD request not currently known.

Task 4.1 – Site Reconnaissance and Utility Clearance

Prior to subsurface investigations, reconnaissance of the site will be performed consisting of:

- confirming drill rig access;
- photograph documentation of the site;
- visually identifying key geologic and geomorphic features;
- marking of preliminary boring locations in the field; and
- notifying Underground Service Alert for utility marking. A private utility locator is included to clear the proposed boring locations of existing utilities.

Task 4.2- Drilling, Downhole Testing, and Instrumentation Installation

Subsurface exploration will be performed across the Dam structure. For initial planning purposes, we are estimating 10 borings to a depth of 100 feet below ground surface (bgs). Borings will be completed with track- and truck-mounted drill rigs equipped with hollow-stem augers, a rotary wash, and dry rock coring capabilities.

Borings are anticipated to intersect Dam fill, native soils, and underlying bedrock. This volume of subsurface drilling is expected to provide sufficient information for an assessment of conditions and long-term risk, and conceptual mitigation design. Drilling, downhole testing, and initial instrumentation installation are estimated to be completed in 20 working days.

Soil samples will be collected utilizing thin-walled sample (Shelby) tubes, Standard Penetration Test Split Spoon Sampler, and/or California Modified Sampler methods and obtain blow count data for use in engineering analysis. Soil samples will generally be collected at semi-continuous intervals. Rock core will be logged using the International Society for Rock Mechanics and Rock Engineering rock logging criteria, and will include estimating rock quality design, weathering, discontinuity characterization, hardness, and lithology for use in assessing rock characteristics and hole stability. Groundwater levels will be measured in the borings, if encountered.

We have assumed that site soils and groundwater are not contaminated. Sampling for soil or groundwater contamination has not been included in our scope but can be added if required.

Once completed, borings will be backfilled with cement grout following the City and Napa County requirements. Soil cuttings and drilling fluid will be drummed, tested, and hauled off-site for proper disposal. If contaminated materials are encountered, testing and disposal charges reflecting the hazardous nature will be additional to our estimate.

Haley & Aldrich assumes downhole/in-situ testing in five of the planned borings. Testing will, at a minimum, include P- and S- suspension logging, Caliper, and Televiewer logging for the accessible length of each of the five borings. A subconsultant will carry out the downhole survey with Haley & Aldrich personnel on site. Haley & Aldrich will use the drilling company on site to provide support for testing. We assume access to water and metering will be provided by the City at no cost to Haley & Aldrich.

P- and S- suspension logging will be used to provide updated VS30 data for the Dam and additional characterization of the subsurface materials with depth. Downhole televiewer data will be collected from the uncased depth to approximately 5 feet above the total depth of the boring (assumed total depth of 100 feet). The televiewer data will be collected for the purpose of characterizing the in-situ rock fracture density and orientation of any fracture or void features. If the boring holds water, acoustic televiewer will be applied, and if the boring does not hold water, then optical televiewer methods will be used. The downhole survey will be carried out once the total drilling depth has been reached and the borehole flushed and filled with water. Documentation of the downhole survey will be provided in a data report. We currently assume that one of the 100 foot deep borings with complete downhole data gathering will be near the base of the Dam structure.

Haley & Aldrich assumes the installation of multi-level vibrating wire piezometers (VWP) in nine borings (two sensors per boring) and one, 100 foot long automated inclinometer. The instruments will be grouted in place, and initial readings will be gathered upon installation. The wiring for data readers will be left above ground for shallow (6 to 12 feet) buried installation of wiring to a centralized data logging system (See task 4.3).

Haley & Aldrich will use the drilling company on site to provide support for the installation of the VWP, and we currently plan to use instrumentation sourced from Geokon®. We assume the VWP will not need to be removed by Haley & Aldrich, and that no additional permits are required for this activity, as long-term use is part of the purpose of the instrumentation (see task 4.3).

Task 4.3 Instrumentation Data Collection and Long-Term Remote Monitoring Installation

In order to adequately characterize the subsurface hydrologic conditions as well as extend the lifetime of the Dam performance monitoring Haley & Aldrich proposes to utilize the geotechnical borings to install new monitoring wells and inclinometer instrumentation that will overlap with and eventually replace the long-term monitoring needs for which the current monitoring equipment is aging out of its operating lifetime.

The draft for the long-term remote monitoring installation plan with include the following:

- Once all instruments are installed (Task 4.2), one week is estimated to complete the trenching/layout of the wiring between sensor locations and a crest-based data reader. Trenching will be limited to 6 to 12 foot depth and a private utility locator will be used to confirm a lack of conflict with existing shallow infrastructure. A subcontractor will carry out excavation under the direction of Haley & Aldrich.

- A second week is estimated for Haley & Aldrich staff to install the wiring, power source (solar), and data readers.
- Two additional field visits are included for post-field activities to troubleshoot any additional data logging issues.

Current pricing includes the cost of five years of cloud-based uploads of the new instrumentations data.

TASK 5 – LABORATORY TESTING

Laboratory testing will be carried out by subcontracted laboratories. Laboratory testing will be performed on selected relevant soil and rock samples retrieved from the borings to determine engineering properties and to confirm field classifications. Laboratory testing is anticipated to include, but is not limited to, moisture content, dry soil density, sieve analysis, shear strength, Atterberg Limits, permeability, and etc. Corrosion testing for resistivity, pH, chloride, and sulfates of some samples may be included. Tests on rock core may include uniaxial compressive strength tests, triaxial tests, and point load tests, provided intact rock samples are obtained from the coring. The exact type and number of tests are not fixed, to allow for modification of testing to match materials encountered.

Laboratories planned for use include Haley & Aldrich, Cooper Testing Laboratory, Advanced Terra Testing, and McCampbell Analytical, Inc.

TASK 6 –ANALYSES

Haley & Aldrich will prepare an updated analysis to evaluate the seepage conditions and the static and seismic stability of the Dam, as well as any recommendations for future monitoring or seepage mitigation measures.

Per DSOD requirements, our analyses will address:

- The maximum allowable phreatic surface to set action threshold elevations for the piezometers, based on discussions with DSOD in regard to previous thresholds.
- The discernable cause and develop actions to reduce a high phreatic surface. Explain whether the high phreatic surface at the Dam crest is a safety concern.

6.1 – Field Data Review and Digitization

Daily field reports and boring logs will be logged and digitized into our file-sharing network to be analyzed and managed through specialized software, such as gINT.

6.2 – Seepage

Seepage analyses will be completed by Haley & Aldrich to evaluate if seepage through the Dam embankment or foundation will reduce embankment or foundation stability, or create a piping condition. The potential for through-seepage or under-seepage will be evaluated. Haley & Aldrich will perform the seepage analyses using the most recent version licensed by Haley & Aldrich of SEEP/W by GEOSLOPE International, Ltd. The seepage analysis includes calculating seepage gradients and locating the phreatic surface's position on the Dam's face under steady-state seepage conditions. Haley & Aldrich will recommend potential mitigation measures and review the seepage control aspects of the design plans.

6.3 – Stability Analyses

Stability analyses will be completed to evaluate and determine if adequate levels of slope stability exist for the existing Dam. These analyses will incorporate the results of seepage analyses. Slope stability analyses

will be performed for static high-water conditions using steady-state seepage conditions as described in U.S. Amry Corps of Engineers (USACE) EM 1110-2-2300, and rapid drawdown, if needed. The seismic analysis of the dam will follow the minimum required pseudo-static slope stability analysis per USACE guidelines.

6.4 – Alternatives Analyses and Cost Estimates

Haley & Aldrich will evaluate up to three cost-effective repair alternatives to mitigate potential instability and/or seepage concerns that arise during the engineering analysis if such concerns arise. The level of design for each alternative will be conceptual and indicative of approximately a 15 percent design. Cost estimates associated with the presented alternatives will also be included.

6.5 – Concept Design Review Meeting

Following engineering analysis for the improvement alternatives, we will meet with the City to review and discuss our design concepts to agree on a favored design concept to develop in our design report.

TASK 7 – REPORTING

Haley & Aldrich will prepare a Geotechnical Investigation Report inclusive of the projects data, analysis, the evaluation of the seepage conditions and the static and seismic stability of the Dam, as well as any recommendations for future monitoring or seepage mitigation measures. The results from the data review, subsurface exploration, laboratory testing, and engineering analysis will be used as the basis for the development of preliminary geotechnical recommendations and conceptual mitigation alternatives to be presented in the Geotechnical Investigation Report, with supporting graphics and data.

This report will include the following:

- Introduction including site locations, descriptions, and purpose of the investigation;
- Figures including a site plan showing our boring locations and key site features and applicable geologic mapping;
- Summary of the site geology and subsurface conditions;
- An appendix of pertinent existing geotechnical data;
- Seepage, settlement, and slope stability analysis for one cross-section at the maximum dam height;
- Boring logs, and results from the subsurface exploration and laboratory testing; and
- Conclusions and conceptual design alternatives based on the subsurface data and engineering analysis performed.

A draft report will be provided for review and comments to the City and DSOD before a final report is produced. One round of responses to comments is included in our scope.

Preliminary Schedule

A preliminary project schedule is presented below. We will begin our work once a task order has been issued. Current track drill rig lead time is up to about eight weeks; truck drill rig lead times are currently about four to six weeks. Laboratory test results are anticipated to be available about three weeks after the field investigation is complete, with our geotechnical design report following about 4 to 8 weeks after

laboratory testing results are available. The December 2023 submitted proposed project schedule has been modified, and can be found below in Table 1.

Table 1. Proposed Project Schedule

	2024										2025					
ACTIVITIES	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE
Bell Canyon Dam Assessment:																
RFP/contracting	X	X														
Legacy data collection database*		X	X	X												
Draft Geotechnical work plan				X	X	X										
Permits & additional contracting				X	X	X										
Final work plan & contracts						X	X									
Geotechnical Field Investigation						X	X	X								
New Instrumentation & Lab Testing*								X	X	X						
Slope/Seepage Analyses										X	X	X	X			
Draft Report											X	X	X			
Final Report														X	X	
Mitigation plan per Final report																X

Abbreviations Legend:		**The current schedule indicates a project duration of 16 months. This proposed schedule is preliminary and presumes no delays in agency reviews, permitting, and field and/or funding constraints. Scope and schedules should be modified if additional information or technical constraints are identified during investigations.**
Monthly Data Collection	MDC	
Annual Data Collection	ADC	
Annual Report	AR	
Month activity to be carried out in	X	
Green highlight	Deliverable to DSOD	
Indicates integrated scope/activities	*	

Fee Schedule

Haley & Aldrich will perform the above-described services on a time and materials basis, based on the attached 2024 Public Works Standard Fee Schedule (Attachment A). The estimated level of effort and associated costs to complete the work is provided in Attachment B.

Should we become aware of a condition that could require a change to our scope of work level of effort, or the extent of subcontracted geotechnical services needed, we will notify the City immediately to come to an agreed-upon resolution.

We estimate the cost to complete the work described to be **$781,900**.

Assumptions

We have made the following assumptions in developing our scope of work, cost, and schedule:

- Permission to perform the field investigation work described herein will be provided by the City.
- Subcontractor fees are based on prevailing wage rates.
- Access to the site and an area adequate for staging the field investigation will be provided by the City.

- Encroachment permits are not required for this work, and any required City permit fees will be waived by the City.
- County drilling and VWP installation permits (assume well construction/deconstruction Napa County permit) will be required and cost will include mark-up.
- Assumed that no traffic control plan/activities will be required.
- Water for use during drilling and grouting activities will be provided by the City (assume access to a local hydrant or equivalent.)
- Work hours will be between 7:00 AM and 6:00 PM, operating only during daylight hours and carried out Monday through Friday, excluding national holidays.
- Scheduled field work will be altered if inclement conditions occur at or proximal to the site (Heavy Rain or Wildfires)
- For on-site work lasting more than eight hours OR multiple eight hour concurrent days, per diem and lodging will be billed for the on-site staff. Per diem: food limited to $70 per day and lodging at $160 per night, plus markup. We assume no receipts for food per diem costs will be required.
- Vehicle day rate and travel time included no mileage billing.
- Drilling sites will be accessible by either truck or track-mounted drill rigs (track mounted assumed for conservatism).
- Assuming 10 borings to 100 feet bgs, assume top 30 feet soil, and bottom 30+ feet rock on average. Soil would be sampled at semi-continuous intervals. Rock coring using "dry" drilling method.
- Assume two days per boring for drilling, testing, downhole, and instrumentation installation. The 10 planned borings place the field estimate for driller-supported activities at 20 field days (assumed to occur over 4 weeks).
- Assumes downhole testing (P- and S-suspension logging, caliper, E-log, Optical, and Acoustic) to be carried out on 5, 100-foot borings. Estimated at half day time per boring with drillers and Haley & Aldrich staff standing by.
- Assuming the installation of multi-level VWPs in nine of the 10 borings (e.g. one at 30 feet bgs and one at 60 feet bgs), 18 sensors plus wire length in boring and to combined wifi/satellite data logger. Data logger will be set up for remote collection (solar panel power source and potential battery back-up).
- Assuming the installation of one automated Inclinometer in one of the 10 borings, assuming a length of 100 feet. The data logger will be part of the VWP network/hardware installation.
- Assuming soil cuttings from the borings will not be non-hazardous, and stored on-site until testing confirms the lack of contamination, and then off-hauled.
- Laboratory testing costs are estimated at this time as the exact number and type of test will be driven by subsurface conditions encountered.

Additional Services

Additional services will be performed on a time and materials basis according to the current on-call contract between Haley & Aldrich and the City. Depending on the results of our analysis and the conceptual design alternatives developed, additional engineering analysis may be needed to fully develop the mitigation alternative selected. Our scope does not include addressing the potential presence of any hazardous material at the site or environmental studies, monitoring, or permitting that may be required.

Authorization

This proposal is valid for a period of 60 days from the date of this letter. If acceptance and authorization to proceed are not received within that time period, we reserve the right to renegotiate the estimated fee and scope of work. We understand the City will issue a Task Order under our As-Needed Geotechnical Services Contract (Agreement #2023-047) with City to authorize the above-described services. Our work will be completed following generally accepted geologic and geotechnical engineering practices and procedures. This standard is in lieu of all warranties either expressed or implied. We will begin work on the project upon written notice to proceed from City.

We appreciate the opportunity to submit this proposal and look forward to our association with you on this project. Please contact the undersigned if you wish to discuss this proposal or any aspect of the project.

Sincerely yours,
HALEY & ALDRICH, INC.



Scott Alman, P.E., QSD
Senior Principal – Civil Engineer



Phillip Gregory, PE, GE
Senior Principal – Geotech Engineer

Enclosures: Attachment A – Project Estimated Level of Effort

HALEY ALDRICH

ATTACHMENT A
Project Estimated Level of Effort

		Total	Labor	Expense	Consultants
		787,701.00	**357,978.00**	**23,603.00**	**406,120.00**
Project Management		104,514.00	93,104.00	190.00	11,220.00
	Client Management	15,574.00	15,384.00	190.00	-
	Contract Management	32,760.00	32,760.00	-	-
	Subconsultant Management	12,552.00	12,552.00	-	-
	Subcontractor Management	15,984.00	15,984.00	-	-
	DIR - Prevailing Wage Management	16,884.00	5,664.00	-	11,220.00
	Meetings and Presentations	10,760.00	10,760.00	-	-
Existing Data & Information: Gathering & Analysis		62,055.00	61,612.00	443.00	-
	Existing Data Gathering - Outreach and Follow-up	12,635.00	12,192.00	443.00	-
	Analyze Received Data	24,780.00	24,780.00	-	-
	Catalog & File Received Data	24,640.00	24,640.00	-	-
Geotechnical Work Plan		32,629.00	28,889.00	3,740.00	-
	Draft Geotechnical Work Plan (GWP)	7,647.00	7,647.00	-	-
	Finalization of GWP-inclusive of DSOD comments (1 set only assumed)	3,298.00	3,298.00	-	-
	DSOD Alteration Application and Fee	5,516.00	3,976.00	1,540.00	-
	HASP	10,480.00	10,480.00	-	-
	St. Helena Well Permit and Fee	2,294.00	1,744.00	550.00	-
	Napa County Well Permit and Fee	3,394.00	1,744.00	1,650.00	-
Field Investigation		471,142.00	84,512.00	19,230.00	367,400.00
	Site Reconnaissance / USA	3,814.00	3,624.00	190.00	-
	Private Utility Locater	1,623.00	1,528.00	95.00	-
	Drilling, Downhole testing, and Instrumentation Installation	412,220.00	54,360.00	6,960.00	350,900.00
	Instrumentation Remote Monitoring Installation	53,485.00	25,000.00	11,985.00	16,500.00
Laboratory Testing		35,426.00	7,926.00	-	27,500.00
	Assign Laboratory Testing	30,650.00	3,150.00	-	27,500.00
	Review Laboratory Results	4,776.00	4,776.00	-	-
Analyses		55,198.00	55,198.00	-	-
	Field Data Review and Digitization (gINT etc.)	6,680.00	6,680.00	-	-
	Engineering Analysis	10,434.00	10,434.00	-	-
	Seepage and Stability Modeling	10,040.00	10,040.00	-	-
	Geologic Review	9,232.00	9,232.00	-	-
	Mitigation Alternatives Analysis	11,932.00	11,932.00	-	-
	Alternatives Cost Estimate	6,880.00	6,880.00	-	-
Reporting		26,737.00	26,737.00	-	-
	Draft Geotechnical Report	10,675.00	10,675.00	-	-
	Response to Comments	9,124.00	9,124.00	-	-
	Final Geotechnical Report	6,938.00	6,938.00	-	-

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STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY GAVIN NEWSOM, Governor

DEPARTMENT OF WATER RESOURCES
P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

March 12, 2024

Mr. Joe Leach, Public Works Director/City Engineer
City of St. Helena
1088 College Ave
St. Helena, California 94574

Bell Canyon Dam, No. 16-3
Napa County

Dear Mr. Leach:

This is in reply to the City of St. Helena's (City) letter dated December 29, 2023, to the Division of Safety of Dams (DSOD) providing updates on maintenance activities, annual instrumentation submittals, the outlet intake tower replacement, and exploration and updated stability analyses for Bell Canyon Dam. DSOD has reviewed the updates and has the following comments:

Maintenance Activities

Thank you for the City's prompt attention to the maintenance tasks requested in DSOD's maintenance inspection report dated May 25, 2023. In addition, the City has developed standard operating procedures for the low-level outlet control valves, which was recommended in DSOD's inspection report. With the exception of installing riprap downstream of the spillway weir apron, all requested tasks have been completed. The City's schedule to complete this remaining work by Spring/Summer 2024 is acceptable. DSOD will document the completed maintenance tasks during future inspections.

Instrumentation

The annual instrumentation submittal for the dam is overdue: the last submittal was on December 15, 2015, as previously noted. The City is working with a consulting engineering firm to resume instrumentation readings at the dam and prepare an annual instrumentation report with an engineering evaluation. Please continue to work with Area Engineer Michelle Holmes on the required content for the annual instrumentation reports. Submit an initial instrumentation report by October 31, 2024. Future reports will be due in the 1st quarter of each calendar year with data through the end of the prior calendar year.

Outlet Tower Replacement

There is an open repair application for replacement of the outlet intake tower. DSOD has transmitted comments on the 65% design plans for the work, but the City needs to employ a new consulting engineer to complete the design work. The City's schedule to submit 100% plans and specifications for DSOD review by Summer 2024 is acceptable.

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Embankment Exploration and Analysis

DSOD's July 28, 2023, letter requested the City submit a plan and schedule to perform an investigation and a subsequent evaluation of seepage conditions and the static and seismic stability of the dam. Attached to the City's letter was a proposed scope of work and schedule for a subsurface exploration, laboratory testing, and updated seepage and stability analyses.

The field investigation of the dam will require an alteration application be filed with DSOD, together with the exploration workplan, and the required filing fee. This application will need to be approved before work can start. The work must be developed and carried out under the supervision of a civil engineer registered in California.

The City's schedule proposes to submit the draft exploration work plan in June 2024, finalize their work plan in July 2024, carry out the geotechnical investigation between July and September 2024, submit a draft seepage and stability evaluation in November 2024, and finalize the seepage and stability evaluation in January 2025. DSOD has reviewed the plan and schedule and generally finds it acceptable. The City will need to ensure adequate time for DSOD review of the draft exploration plan, stability evaluation, and other supporting submittals upon their receipt.

DSOD looks forward to working with the City to address the remaining work at Bell Canyon Dam. If you have any questions or need additional information regarding the maintenance activities and the annual instrumentation report, please contact Ms. Holmes at (916) 565-7814 or Regional Engineer Russell Bowlus at (916) 565-7813. If you have questions regarding the outlet intake tower replacement project or the planned embankment exploration and stability analyses work, contact Design Engineer Leila Mosadegh at (916) 606-3750 or Project Engineer Ian Maki at (916) 820-7795.

Sincerely,

Sharon K. Tapia

Sharon K. Tapia, P.E.
Division Manager
Division of Safety of Dams

Water Audit California
A PUBLIC BENEFIT CORPORATION

952 SCHOOL STREET #316 NAPA CA 94559
VOICE: (707) 681-5111
EMAIL: General@WaterAuditCA.org

May 28, 2024

City of St. Helena City Council

Sent via email to: publiccomment@cityofsthelena.org, cityclerk@cityofsthelena.org, pdohring@cityofsthelena.org, ehall@cityofsthelena.org, achouteau@cityofsthelena.org, bsummers@cityofsthelena.org, pkenealy@cityofsthelena.org

Re: City of St. Helena City Council Meeting May 28, 2024; Agenda Items 5.1, 12.1, 12.6, and 12.11

Agenda Item 5.1

City Council Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions. St. Helena Financing Authority Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.

Agenda Item 12.1

Review of the 2023 St. Helena Annual Housing Element Progress Report (APR). CEQA Determination: Not a CEQA project. Prepared By: Aaron Hecock, Senior Planner Recommendation: It is recommended that the City Council review, consider, and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2024 mandate.

Agenda Item 12.6

Approve a resolution: (1) establishing Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements with a budget of $860,000; (2) allocating $860,000 from the 2024 Water Bonds Issuance; (3) authorizing the City Manager to enter into a Professional Services Agreement (PSA) with Haley Aldrich Inc for engineering and project management services to provide a high-quality geotechnical exploration of Bell Canyon Dam for a not-to-exceed total of $781,900; and (4) authorize the Public Works Director to approve amendments to the Agreement to increase the not-to-exceed amount by up to 10% of the original PSA amount.

CEQA Determination: *Categorically Exempt, Section 15323*

Prepared By: *Lesley Milton, Interim Assistant Director of Public Works – Operations*

Recommendation: *Approve the attached Resolution.*

Agenda Item 12.11

April 2024 Review and Forecasting of City Water Supply Availability.

CEQA Determination: *Not a CEQA project Prepared By: Ian Dale, Environmental Services Tech.*

Recommendation: *Receive and file.*

To all it may concern:

WATER AUDIT CALIFORNIA
A California Public Benefit Corporation
952 School Street, #316
Napa, CA 94559
Voice: (707) 681-5111
Email: General@WaterAuditCA.org

Water Audit California (Water Audit) hereby comments on the above four agenda items, each of which is based upon gross fraud and misrepresentation. Each of the following comments is to be read as pertaining to each agenda item.

In addition to the following comments which apply generally, Water Audit notes the false statement in Agenda Item 12.1 that the Hunter project contains low income housing, which requirement was removed from the project subsequent to approval by the Planning Commission, the omission of mention of ongoing litigation to misstate the schedule of the Hunter project, and the ongoing controversy of whether the Stonebridge wells can be operated so as to cause continuing and increasing environmental injury.

Setting aside the tangible reality that the City of St. Helena (City) has inadequate water for its existing beneficial uses, the overt misrepresentations contained in the Agenda Report preclude any rational examination of the recommended decisions by the public. The misrepresentations in these agenda items put the lives and property of the City's residents in unnecessary danger. The purpose of this comment is to put the burden of potential loss of life clearly on the shoulder of the City's elected representatives.

To be clear, in the event of a catastrophe, Water Audit promises to send this comment to every news organization in the nation together with names of all complicit. As a public interest organization, we want no part of the responsibility for a disaster while we are on watch.

1. **All representations that assign the contents of Agenda Report Exhibit 1 to the Bell Canyon Reservoir are false.**

The forgoing agenda items are accompanied by a staff prepared Agenda Report to the City Council. The staff reports at page 333:

> "The Division of Safety of Dams (DSOD) provided notice to the City of St. Helena on July 5, 2023 of outstanding compliance for the Bell Canyon Dam (BCD) (Attachment 1)."

That statement and all like following are false. Staff has taken comments pertaining to one dam, the St Helena Lower Dam (aka the Lower York Reservoir) and attributed them to another dam built nearly a century later, the Bell Canyon Dam. This can be confirmed by comparing the excerpts of the DSOD listing of jurisdiction dams exhibited below.

The Department of Water Rights letter exhibited as Exhibit 1 pertains to "St. Helena Lower Dam, No. 16-2," which in the DSOD database is expressed as 16-002, California jurisdictional dam CA-00148. Note in the DODS records that the "year built" is 1878, and the condition as "fair." Both comments are correct and appropriate for the Lower York Reservoir, which was built by horse and wagon, not by modern heavy equipment.

Jurisdictional Dams

Listed Alphabetically by County

September 2017
Page
55 of 117

Dam Number	Dam Name		Owner Name	Dam Height	Reservoir Capacity	Certified Status	Condition Assessment	County
National ID No.	Latitude	Longitude	Owner Type	Crest Length	Dam Type	Downstream Hazard	Reservoir Restrictions	Year Built
16.002	St. Helena Lower		City of Saint Helena	44	210	Certified	Fair	Napa
CA00148	38.51	-122.49	City, city agency, or city district	856	ERTH	High	Yes	1878

Compare and contrast with the record for Bell Canyon Dam, dam no. 16.003 (aka 16-3), California jurisdictional dam CA-00149, the Bell Canyon Dam, built in 1958 with modern methods and rated in satisfactory condition.

16.003	Bell Canyon		City of Saint Helena	95	2,530	Certified	Satisfactory	Napa
CA00149	38.56	-122.48	City, city agency, or city district	500	ERTH	High	No	1959

The City Council and staff know the difference between the two dams, which implies that the staff's misrepresentation was as the result of calculation, not incompetence. The January 20, 2017, Geotechnical Investigation Report by Kleinfelder engineering referenced in Exhibit 1, but not attached as an exhibit, clearly concerned the St. Helena Lower Dam, not the Bell Canyon Dam. Although the report is strangely

not attached and is unavailable in publicly posted records, the 2016 resolution that authorized Kleinfelder's employment reads in part:

> The Lower York Creek Reservoir was constructed in 1878. The dam at the Lower York Creek Reservoir, known as the St. Helena Lower Dam … The St. Helena Lower Dam, like all municipally owned dams in the state, is regulated under the jurisdiction of the State Water Resources Divisions of Safety of Dam (DSOD). DSOD regularly inspects St. Helena Lower Dam as well as Bell Canyon Dam and keeps extensive records on both facilities. Under the regulatory program, DSOD has presented a number of concerns to the City of St. Helena for approximately over the last 10 years. Concerns include the stability of the St. Helena Lower Dam during a seismic event. **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** As such the DSOD has restricted the amount of water storage capacity the City is permitted to store in the Lower York Creek Reservoir and directed the city to perform a geotechnical analysis. If the city continues to , not address DSOD's concerns, they can further restrict storage capacity and levy other requirements on the City if necessary. (Emphasis added.)

An additional July 2016 staff report in support of a $150,000 addition to the Kleinfelder contact which emphasized the danger of the dam and uncertainty of the present condition:

> **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** … The contingencies provide insurance to the Project that will allow staff to navigate changing conditions if unpredicted field conditions or other issues arise during the project. Not having a contingency budget could cause the Project drilling to be halted if changing conditions arise in the field … Postponing or not addressing the required work will result in restrictions to the capacity of the City's reservoir, and possible fines from regulators. For these reasons, City Staff recommends City Council approve the First Amendment augmenting Kleinfelder Incorporated's Professional Services Agreement. (Emphasis added)

In short, the representation that the Bell Canyon Dam is in dire need of structural repair to prevent failure is *prima facie* false. There is no such evidence. The St. Helena Lower Dam ***is*** in a potentially catastrophic condition, but nothing is being done or proposed to remediate it.

While the City has represented to the Department of Water Resources that it is operating the St. Helena Lower Dam at reduced capacity until sufficient funds can be

secured for removal, that representation is also false. The maximum storage may have been reduced[1], but there are no present plans for the removal of this potentially deadly dam, only deferred plans for its maintenance.

The council cannot shelter behind its usual shield of ignorance. On June 13, 2023, council deferred any rehabilitation of the Lower Reservoir in 2026/27, and even then, it assigned a budget of only $50,000. (See City of St. Helena, Agenda 12.1, *Water 5 Year Capital improvements Program*) This is a trivial sum considering the problem and risks, and completely contradictory to the concurrent representation to the Water Board that the City is seeking funds to remove the dam.

The 2017 Kleinfelder report was last seen by the City Council in May 2023, when a decision was made to ignore public trust impacts of the dam's operation and enter into a five-year water contract with Spring Mountain Vineyards to supply water at a fraction of the cost paid by City residents. There is no public record of any efforts made to secure funds for dam removal.

In short, staff has misrepresented the Bell Canyon Dam to be in the dangerous condition of the St. Helena Lower dam so as to obtain funds for the benefit of the Bell Canyon dam which is in satisfactory condition, and as a consequence, leave the dangerous Lower York dam unfunded and unrepaired. This is a shocking disregard of the duty of candor on the part of a public employees, and a callous disregard of the potential risk to human life. By this series of misrepresentations, the City Council is intentionally putting its residents' lives at risk.

2. Staff has misrepresented the contribution of Bell Canyon Reservoir to the City's water supply.

Staff has grossly misrepresented the contribution of the Bell Canyon Reservoir to the City's water needs. "The Bell Canyon Dam is part of the City's critical infrastructure, as it provides 80% of the supplied potable water for the City of St. Helena." This statement is

[1] The City's ability to control the water level in the Lower Dam have on occasion been overwhelmed by heavy rain events that have exceeded the ability to discharge flows downstream.

false, contradicted both by other statements both within and external to the Agenda Report.

In November 2021 the City wrote to the State Water Resources Control Board seeking permission to store early rain. Although obviously intending to emphasize the importance of the reservoir to the total water supply, the City's report of the contribution of Bell Canyon is 30% less than asserted in the Agenda Report:

> The City submits these petitions due to severe drought conditions and low storage levels. As of September 31, 2021, Bell Canyon Reservoir, which has historical served nearly 50% of the City's water demand, had depleted to 28% capacity. With 25% of the reservoir's capacity reserved for fire suppression support, only 3% of its capacity, or less than 100 acre-feet of water, remained for municipal use in the City's service area.

Further, at Agenda Report page 137, again contradicting the 80% representation, it is reported that the historical contributions of the different sources of the city's water supply have been:

Table 1
Water Production
Fiscal Years 2018-19 through 2022-23 (Acre Feet)

Fiscal Year	Surface Water (Bell Canyon Reservoir)	Groundwater Wells	City of Napa Interconnection	Total
2022-23	401	283	562	1,246
2021-22	379	466	393	1,238
2020-21	601	576	487	1,664
2019-20	702	363	625	1,690
2018-19	836	240	612	1,688

Source: City of St. Helena

The actual contribution of Bell Canyon reservoir to the total has been: 2022-23 - 32%; 2021-22 – 31%; 2020-21 – 36%; 2019-20 – 41%; 2018-19 – 49%, or *on average one half of the assertion of staff.*

3. Staff representations of the relative costs of water production are unsupported by facts and *prima facie* unbelievable.

At page 136 of the Agenda Report representation is made of the relative costs of production of water from the three sources available to the City of St. Helena:

> Use of the surface water from its Bell Canyon Reservoir is by far the least expensive to supply (averaging approximately $0.46/hundred cubic feet (HCF) in Fiscal Year 2023-24), while the groundwater wells ($6.00/HCF in Fiscal Year 2023-24) and City of Napa water ($6.86/HCF in Fiscal Year 2023-24) are considerably higher. The three supply costs are factored into the City's new rate structure for the Water System, as described herein.

While the staff report is bulked with numerous estimates of future capital expenditures and anticipated revenues, there is no statement of the actual historical costs of operating the Bell Canyon Reservoir and Louis Stella water treatment facility. The reader is asked to accept on faith the summary representations made by staff, which considering the foregoing is much more than should be asked.

The public deserves to know the economic and other consequences of years of outside contractor operation of the Louis Stralla treatment plant, and of thoughtless operations and maintenance, which has resulted in payroll costs approximately three times greater than market rate for staff. Clearly the cost of operation has changed during the subject five-year window, but there is no evidence of how, or by how much.

Finally, it is represented by the city that critical operating data is not available to the public as it is retained within a proprietary data base owned and controlled by a private contractor. In essence, the city has intentionally circumvented the Public Records Act by hiding its data in private hands, and now it seeks funding to continue this unlawful conduct. This cannot be tolerated.

Conclusion

The above captioned agenda items are based on inadequate and false data and must be rejected without hesitation. That is not to deny the potential needs of the Bell Canyon reservoir, or the City of St. Helena water system in general, but it is axiomatic that falsehoods multiply and require further falsehoods to sustain them, leading to a

complete loss of trust and credibility. Consider the implication of continuing down this path.

Further, we urge the City of St. Helena to recognize and plan immediate remediation of the serious risk to its citizens from the St. Helena Lower Dam. Finally, Water Audit respectfully submits that the City of St. Helena call to account all staff persons responsible for this disgraceful presentation.

Respectfully,



William McKinnon
General Counsel
Direct Dial: 530.575.5335

Mission Statement: Protect the long-term economic and environmental viability of Napa Valley by addressing climate change through the preservation and the restoration of the natural environment and resources upon which the health of our vineyards, wineries and entire community relies.

Save Napa Valley Foundation advocates on behalf of Napa Valley, a national treasure, to assure its agriculturally based community endures into perpetuity.

May 28,2024

I've become aware over the last several years that the St. Helena City Council is not meeting their fiduciary duties to the residents regarding the overall water supply issue. Without the Pope St. wells running full time, which are hydrologically connected to the Napa River, the city has only enough water for distribution to the parcels within the geographic city limit. Obviously this is not the case currently, which jeopardizes continuity of deliveries throughout the distribution network.

It's become increasingly difficult for residents to believe the city can accommodate 5 potential hotel projects and the Hunter sub-division when the water supply is already insufficient. The belief that State water purchased from Napa will always be available is pure fancy. If litigation ever commenced relative to the wells taking water from a "Navigable waterway of the U.S." those wells could be mandated shutdown. Then what? St. Helena residents already pay 5 times more for the same water Napa residents utilize. Climate disruption will increasingly disrupt water supplies. It's not going to get better; and we all know that.

Now I've learned that the issue with Bell Canyon is being driven by a report issued relative to Upper York Creek Reservoir. See Water Audit's comment letter subtitled **" 1. All representations that assign the contents.**,,," How is this possible? Accordingly, why is over $800K requested when it appears no accurate data has been produced?

Trust of our elected representatives is paramount. The figures in the agenda that state Bell Canyon Reservoir supplies 80% of the city's water needs is contradicted by letters written to the Water Board as well as your own staff produced "water production report." I must ask again, How is this possible?"

In conclusion, I would hope that the reality, the truth/ the unblemished truth about St. Helena's real-time water deficiencies is shared with the citizens that rely on honest and factual governance of their city's most precious resource.

Sincerely,

Mike Hackett
President
Save Napa Valley Foundation

Save Napa Valley, 282 South White Cottage, Angwin, CA 94508

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	May 28, 2024
FROM:	Andrew Bradley, Asst. to the City Manager
SUBJECT:	Consideration and Proposed Approval of a Contract to Godbe Research for a Community Survey in an amount not-to-exceed $32,375
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	December 7, 2022 – Resolution #2022-111 authorizing a PSA with Godbe Research for a December 2022 survey.
STATEMENT OF THE PURPOSE:	Approve a Professional to Agreement with Godbe Research to conduct the 2024 Community Survey.
FINANCIAL IMPACT:	The total financial impact is $32,375 with funds available in the adopted FY24 General Fund Operating Budget.

BACKGROUND:

Recognizing the importance of community feedback and the value it has on identifying priorities for the City Council and, in accordance with City Council *Goal 4 – Provide Effective Community Information & Opportunities for Engagement and Goal 5 – Enhance Quality of Life*, the City has embarked on conducting statistically valid Community Survey's. An initial survey was conducted in December 2022 by Godbe Research with a follow-up survey scheduled in 2024. The 2024 survey will follow a similar format and line of questions as was previously conducted in an effort to see any changes in sentiment and to see how recent actions have impacted views and opinions in the community.

DISCUSSION:

In advance of the 2022 survey staff engaged with Godbe Research, Polco, and OnPointe Insights and received proposals from each. Upon reviewing the quotes and the scope of work, staff recommended moving forward with Godbe.

To maintain the survey's integrity and consistency in gathering information and reporting, staff contacted Godbe again for this follow up survey. Godbe continues to be employed by public and private sectors the United States and internationally and has provided similar services in neighboring jurisdictions including Calistoga and the City of Napa.

In the 2024 survey Godbe will incorporate topics previously used in 2022 and will include new metrics and questions regarding quality of life, taxpayer/budgeting, and

high-level satisfaction questions. The 2022 survey and results will continue to be used as a baseline for future biennial surveys.

The cost to use Godbe is $32,375 for a proposed 20-minute phone survey which includes conducting the phone survey in Spanish and would be adjusted to a lower price if the survey length is shorter (in 2022 the City contracted for a 25-minute survey that on average took 22 minutes to complete).

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Template Professional Services Agreement (2023)-c1 - Godbe Research
Godbe Resolution 2024
Godbe St Helena 2024 Resident Survey Proposal 3.13.24

CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of May 28, 2024, by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Godbe Corporation – dba: Godbe Research, a corporation with its principal place of business at 1220 Howard Avenue, Suite 250, Burlingame, CA 94010 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

2024 Community Survey (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $32,375. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

The term of this Agreement shall be from **May 28, 2024** to **February 28, 2025**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). See the "Activity Schedule" attached as Exhibit C. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care; Performance of Employees

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

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and

without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This

insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

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

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance,

self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

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

h. Qualifying Insurers

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

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

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

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

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

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

14. Safety.

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

15. Verification of Employment Eligibility.

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

16. INTENTIONALLY DELETED

17. Laws and Venue.

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

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall

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

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

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

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

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

20. Organization

Consultant shall assign Charles Hester and/or Bryan Godbe as Project Manager(s). The Project Manager(s) shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

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

22. Notice

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

CITY:	CONSULTANT:
City of St. Helena	Bryan Godbe, President
1088 College Avenue, St. Helena, CA 94574	Charles Hester, Vice President
Attn: Andrew Bradley, Office of the City Manager	1220 Howard Ave, Suite 250
	Burlingame, CA 94010

and shall be effective upon receipt thereof.

23. Third Party Rights

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

24. Equal Opportunity Employment.

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

25. Entire Agreement

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

26. Severability

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

27. Successors and Assigns

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

28. Non-Waiver

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

29. Time of Essence

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

30. City's Right to Employ Other Consultants

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

31. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF ST. HELENA AND GODBE RESEARCH

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

CITY OF ST. HELENA

By: _____
Anil Comelo
City Manager

Godbe Research

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Ethan Walsh
City Attorney

EXHIBIT A

Scope of Services

GODBE RESEARCH
Gain Insight

PROPOSAL TO CONDUCT THE 2024 RESIDENT SATISFACTION SURVEY

Presented to the City of St. Helena

March 13, 2024

BACKGROUND AND EXPERIENCE

Godbe Research Background

Legal Name & Address of Company
Godbe Corporation -- dba: Godbe Research

Corporate and Project Office:
1220 Howard Avenue
Suite 250
Burlingame, CA 94010
p. 650-288-3020
f. 650-288-3003
w. www.godberesearch.com

Year Founded
Godbe Research was founded in January of 1990 and has been in business continually for more than 34 years. We have exclusively provided public opinion research, voter polling, and market research services since the founding of the firm, with a geographic specialization in northern California where the firm is based.

Legal Form of Company and Subsidiary Status
Godbe Research is a California Corporation and is in good standing with the California Secretary of State. Godbe Research is not a subsidiary of a larger 'parent company' and the firm's two principals are the only two shareholders. In addition, we do not hold any financial position in any subsidiary firm. Thus, we've been under the same ownership since our founding in 1990.

Corporate and Project Office
Godbe Research maintains two offices, including our corporate office in Burlingame, CA, as well as a project office in Reno, NV. All work for the City of St. Helena (St. Helena or City) will be performed from our Burlingame, California based office from which Bryan Godbe, our proposed project manager, is located.

Proposal/Contract Contact
Charles Hester
Vice President
1220 Howard Avenue
Suite 250
Burlingame, CA 94010
p. 650-288-3021 (direct)
e. cwhester@godberesearch.com

Project Contact/Manager
Bryan Godbe
President
1220 Howard Avenue
Suite 250
Burlingame, CA 94010
p. 650-288-3027 (direct)
e. wbgodbe@godberesearch.com

Litigation, Arbitration & Bankruptcy Statement
Godbe Research has never filed for bankruptcy during the life of the firm and has never been a defendant in any litigation, past or current. In addition, we have never in the life of the firm had a contract terminated for cause, nor have we been subject to any arbitration regarding any project, contract, or client.

Services Provided
Godbe Research is a full-service public opinion research and voter polling agency. We offer expertise in all accepted quantitative (telephone, Internet, mail, and Intercept) and qualitative

(focus groups, one-on-one interviews, triads) research methodologies, as well as hybrid studies (more than one methodology) and research consulting.

Godbe Research does not provide political consulting, public education and outreach, financial advisory, planning or architectural services, legal/counsel, or underwriting services that could be a conflict of interest with our community/resident survey or other public opinion research processes by having future project dollars tied to the results and recommendations from our studies.

Additional Information
Godbe Research is an equal opportunity employer and does not discriminate on the basis of sex, race, religion, ethnicity, political partisanship, gender identity, sexual orientation/identity, or sexual/gender preference.

Godbe Research Experience

Godbe Research, a State of California certified small business enterprise (SBE), was founded in January of 1990. The firm is a full-service public opinion research agency that offers its clients extensive experience in research studies to address resident satisfaction and community priorities, community needs assessments, public education and outreach strategies, strategic and general planning efforts, revenue and ballot measure feasibility, customer and user satisfaction, public sector marketing efforts, and other customized client needs. Our offices in Burlingame, CA (Corporate) and Reno, NV (Southwest/ Northwest) house a staff of highly trained and experienced research and a commitment to providing superior quality research and client services.

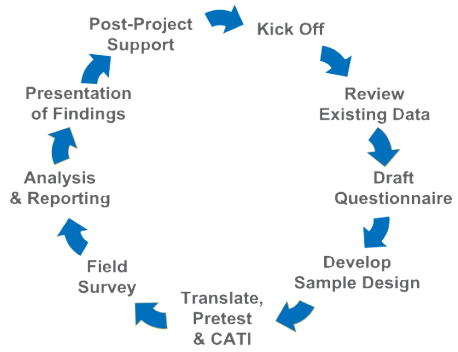
The firm has been employed by public and private sector clients throughout California and the western United States and has extensive experience in all accepted quantitative (telephone surveys, mail surveys, Internet surveys & intercept surveys) and qualitative (focus groups, in-depth interviews & triads) research methodologies as well as hybrid studies involving more than one methodology and the analysis of secondary research. The combined expertise of the Godbe Research team spans almost 60 years in the field of public opinion research. The Godbe Research Team consists of the President (Bryan Godbe), Vice President (Charles Hester), and a staff of Senior Research Managers, Senior Statistical Analysts, and Research Analysts. Each team member has the education and experience commensurate with their position at Godbe Research, and the team regularly teaches, authors, and speaks in the field of survey research. In short, you will not find a more experienced and educated team in public opinion research for local government agencies.

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Cupertino, City of Richmond, City of Pleasant Hill, City of Santa Barbara, County of Solano, City of West Hollywood, City of La Mirada, City of Moreno Valley, City of Burbank, and dozens of others. In addition, Godbe Research developed the City of St. Helena's inaugural Resident Satisfaction Survey in 2022.

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PROJECT WORK PLAN

Godbe Research is a recognized leader in public opinion research, market research, and voter polling for California local government agencies. Our firm believes that the success of any research study depends on recognizing the individual and unique needs of each of our clients, and then crafting a project work plan to meet those specific needs. To this end, Godbe Research has developed the following project work plan for the City of St. Helena to illustrate the types of considerations that go into each of our resident and community survey research projects.

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- Conducting an electronic format (e.g., Zoom, Microsoft Teams, Google Meet) project kick-off meeting with the St. Helena project team, as well as additional meetings to discuss the research objectives, questionnaire design, sampling design, and other facets of the overall project in detail.
- Designing and refining a survey instrument of approximately 18 to 25-minutes in length so that it addresses the research objectives of the City of St. Helena for the 2024 Resident Satisfaction Survey process. The survey instrument is developed in an iterative process with the City with multiple points for input, review, and approval prior to considering the survey "final" and ready for pre- testing and fielding.
  - The survey will be designed to be formatted for both Internet and telephone survey modalities as a 'hybrid survey' and both versions of the survey will be identical save for instructions specific to each modality.
  - Please note that the 2022 Resident Satisfaction Survey conducted for the City by Godbe Research was 22-minutes in length, on average.
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- Developing a recruitment email and recruitment text for the Internet version of the survey and working with St. Helena so that Godbe Research can send recruitment emails and texts to City residents with known self-reported email addresses and cell phone numbers, respectively, in the voter file or that we can obtain through City-provided lists or third-party matching.
  - The text and email should be signed by the St. Helena City Manager to convey both the importance of the survey to the City and to assure residents that this is a City-sponsored survey event. Finally, the email will come from the City's recognizable @cityofsthelena.org email domain to further convey that this is a City-sponsored survey.
- Development of a stratified and clustered listed sample of City of St. Helena registered voters as the starting point for our sampling design, given that it is the best source of known and self-reported contact information (e.g., cell phone numbers, email addresses, and landlines) for St. Helena residents. For reference, we have identified that there are a total of approximately 4,650 adult residents (ages 18+) and approximately 3,450 registered voters in the City, which means that 74% of the City's residents are registered to vote. For all registered voters, we have email addresses for 1,775 voters or 52% of the voting electorate in the City. We also have cell phones for approximately 1,212 voters or about 35% of the voting electorate in St. Helena. Finally, we also have landline telephone numbers for 1,595 City voters or 46% of the voting electorate in St. Helena. The usage of a listed voter sample as our sampling source also allows us to analyze data by the registered voter population as well as the ability to weight the data to see results by the larger adult resident (18+) population in the City.
  - Godbe Research also plans to match City-provided lists (e.g., parks and recreation registration database) to the voter file to increase the contact information for voters in our sampling frame AND to include adult residents who are not registered to vote, so long as we have first name, last name, contact information, and physical address for matching purposes and to ensure that only St. Helena residents are included in our sample.
  - Finally, any contact information provided by the City will remain strictly confidential and will not be used in our analysis and reporting after the survey has been completed. This is similar to the voter file information where contact information is redacted from the analysis to preserve respondent anonymity and confidentiality.
- Optionally translating the telephone version of the survey instrument into Spanish and providing Spanish language interviewing based on respondent preference.
- Conducting approximate 18, 20, 22, or 25-minute Internet and telephone interviews with between up to 300 (n=300) total St. Helena residents according to a strict interviewing protocol and our recommended sampling design of registered voters matched against City-provided lists. A sample size of 300 interviews would provide for a margin of error of no greater than +/-5.6% at the 95% confidence level, when looking at all adult residents (including registered voters) in the City of St. Helena.
  - For reference, we were able to collect a total of 364 (n=364) interviews with St. Helena residents in the 2022 resident satisfaction survey process.
- Merging the Internet and telephone data files, as well as processing and weighting the data to adjust for population distribution and strategic oversampling, as needed.
  - This includes weighting the data to the larger adult resident population in the City based on the U.S. Census, ACS Projections, or other data source as needed by the City.

- Developing a topline report of initial findings as the first reporting deliverable in the 2024 Resident Satisfaction Survey process and conducting an online format meeting with the City to review the topline report.
- Analyzing the data from the 2024 Resident Satisfaction Survey and preparing a report of results, findings, and conclusions for St. Helena which directly addresses the research objectives outlined for this specific 2024 Resident Satisfaction Survey process, as well as comparing applicable questions and topics to other cities and regions as requested by the City.
    - The report, in PowerPoint format, will include an overview and discussion of the research objectives, methodology discussion, key findings section, overview of satisfaction/importance of City-provided departments and services, comparisons to other cities/regions for applicable questions/topics, a demographics section, and a complete set of crosstabulations for questions asked in the survey.
- Presenting the results and recommendations from the 2024 Resident Satisfaction Survey to the City of St. Helena for up to five (5) online presentations as necessary (AB 361 authorized; to prevent the transmission of COVID-19 variants, and; of course, reduce unnecessary carbon emissions).
- Post-project consulting with St. Helena regarding the results and recommendations from the 2024 Resident Satisfaction Survey process, as needed (no additional charge to the City).

GODBE RESEARCH PROJECT MANAGER

Reliable public opinion research results depend on having a firm that understands the complexities and nuances of survey research design, including sampling theory, questionnaire design, and data analysis. Accordingly, the team at Godbe Research is comprised of recognized experts in survey research design and implementation, and for 2024 Resident Satisfaction Survey project for the City of St. Helena we will assign our most experienced project manager, Bryan Godbe (President).

Bryan has designed and conducted more than 200 survey research projects in the past three years alone for California cities, counties, and other public sector agencies, including the 2022 Resident Satisfaction Survey for the City. Bryan will execute all stages of the survey project, including sampling design and questionnaire development, overall project management, analysis, reporting, and presentations, and would be the day-to-day contact for City staff and administration. A resume for Bryan has been provided below and he will be assisted by additional Godbe Research team members, as needed.

Bryan Godbe, M.A.
President
Founder of Godbe Research, Mr. Godbe has almost 40 years of experience in public opinion research, public relations, and government affairs. In this capacity, he has conducted public opinion and market research projects at the national, state, and local levels including projects for the Cities of San Francisco, San Diego, Los Angeles, Sacramento, and San Jose (California) as well as Portland (Oregon), Seattle (Washington), and Henderson (Nevada).

Mr. Godbe received a Silver Anvil Award from the Public Relations Society of America for the development and implementation of an outstanding government affairs program on behalf of the Contra Costa Water District. This program was based on Mr. Godbe's extensive research including baseline research, focus groups and three tracking surveys. In addition, Bryan has also recently completed recent community priorities and resident satisfaction surveys for clients such as the City of Novato, City of Fairfield, City of South San Francisco, City of San Rafael, City of Belmont, City of La Mirada, County of San Mateo, City of Millbrae, City of Los Altos, City of Union City, City of Folsom, City of Menlo Park, and others.

Prior to founding the firm, Mr. Godbe was Vice President of Research at a California based public relations firm. Mr. Godbe also previously served as the Senior Research Consultant at the Center for the Study of Los Angeles, at Loyola-Marymount University. He has a Master’s Degree from the University of Michigan where he studied survey research methodology at the Institute for Social Research; and a B.A. degree from the University of California, Berkeley.

PROJECT COST OPTIONS

Godbe Research takes considerable pride in delivering reliable and practical research projects 'on time and on budget.' In doing so, we prefer to provide a firm, fixed fee format for our cost proposals. This is because we do not believe in assigning arbitrary hours and rarely do projects (even highly similar in terms of work scope) take the same amount of time or resources. Thus, we feel that firm and fixed-fee pricing represents the best value to our clients based on the three most important factors in any survey: sample size/number of interviews, the length of the survey in number of minutes, and the languages in which the survey is administered.

Based on our understanding of City of St. Helena's research objectives and goals for the 2024 Resident Satisfaction Survey process, Godbe Research has provided costs to conduct an 18, 20, 22, or 25-minute survey comprised of up to 300 (n=300) St. Helena adult residents using the methodology and sampling design outlined in this scope of work document. The survey process will be conducted via a hybrid Internet and telephone survey methodology with email and text to Internet recruitment as well as calls to cell phones and landlines, and a given resident will only be able to complete the survey once even though they can choose their method of participation based on the contact information we have available. Finally, we have also provided optional costs to translate the telephone version of the survey into Spanish and to provide Spanish language interviewing based on respondent preference.

The prices below reflect the all-inclusive costs to complete the project for the City of St. Helena-- the overall cost will not exceed those shown below, provided that parameters of the project (survey length, sample size, hybrid methodology, etc.) conform to those outlined in this proposal. Should project parameters or City or St. Helena needs change, we will be happy to provide amended costs prior to proceeding. Finally, please note that the City will only be charged the total amount from the cost options listed below that reflects the final time-tested survey length for the 2024 Resident Satisfaction Survey process.

Hybrid Survey of up to 300 (n=300) St. Helena Residents

Project Task	18-min.	20-min.	22-min.	25-min.
Listed Voter Telephone Sample	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Email Sample Purchase	$800.00	$800.00	$800.00	$800.00
Additional Cell and Email Matching	$800.00	$800.00	$800.00	$800.00
Internet Version Programming/Testing	$5,750.00	$6,000.00	$6,250.00	$6,500.00
CATI Programming of Telephone Version	$1,350.00	$1,500.00	$1,650.00	$1,875.00
Internet Version Recruitment/Hosting	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Telephone Interviewing	$4,800.00	$6,000.00	$7,200.00	$8,400.00
Data Processing	$950.00	$950.00	$950.00	$950.00
Research Fee	$8,000.00	$8,000.00	$8,000.00	$8,000.00
Project Management	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Miscellaneous Expenses	$500.00	$500.00	$500.00	$500.00
English Only Survey Costs	$29,450.00	$31,050.00	$32,650.00	$34,325.00
Spanish Translation and Programming	$650.00	$725.00	$775.00	$875.00
Spanish Interviewing Fee - Phone	$500.00	$600.00	$700.00	$800.00
English and Spanish Survey Total	$30,600.00	$32,375.00	$34,125.00	$36,000.00



GODBE RESEARCH
Gain Insight

GODBE RESEARCH
www.godberesearch.com
California/Corporate Offices 1220 Howard Avenue
Suite 250
Burlingame, CA 94010

Southwest/Reno Office
59 Damonte Ranch Parkway Suite B-309
Reno, NV 89521

EXHIBIT B

Schedule of Charges/Payments

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

EXHIBIT C

Activity Schedule

Survey Development: June 2024 through November 2024
Survey Outreach/Collection: December 2024
Survey Data Gathering: January 2025
Survey Results Report to City Council: February 2025

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPROVING: AN AGREEMENT WITH GODBE RESEARCH IN AN AMOUNT NOT-TO-EXCEED $32,375 FOR A COMMUNITY SURVEY

RECITALS

A. Recognizing the importance of the community feedback and the value that it has on identifying priorities for the City Council, the City Manager sees the opportunity in conducting a statistically valid Community Survey delivered by telephone and email as a means to achieve these desired results; and

B. Staff solicited proposals from three companies for the baseline survey conducted in 2022; and

C. Godbe will be able to incorporate the baseline survey results from the 2022 survey they conducted that included quality of life, taxpayer/budgeting, and high level satisfaction questions and topics; and

D. Godbe will provide statistically relevant information showing the change in survey results from the baseline year of 2022 to the new results to be collected in December 2024; and

E. The cost to use Godbe is $32,375 for a proposed 20 minutes and includes conducting the phone and email survey in English and Spanish and would be adjusted to a lower price if the survey length is shorter; and

F. Godbe has been employed by public and private sectors the United States and internationally, and is providing research in neighboring jurisdictions including Calistoga and the City of Napa. Godbe is able to accommodate the City's timeline as it relates to project completion.

G. Godbe Research has represented that they have the necessary expertise, experience, and qualification to perform the required duties; and

H. The City desires to enter into a professional services agreement with Godbe Research to provide a Community Survey.

RESOLUTION

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

1. The City Council approves the Agreement with Godbe Research for a total not to exceed amount of $32,375; and

2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Council Member Chouteau: _____

Council Member Kenealy: _____

Council Member Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

GODBE RESEARCH
Gain Insight

PROPOSAL TO CONDUCT THE 2024 RESIDENT SATISFACTION SURVEY

Presented to the City of St. Helena

March 13, 2024

BACKGROUND AND EXPERIENCE

Godbe Research Background

Legal Name & Address of Company
Godbe Corporation -- dba: Godbe Research

Corporate and Project Office:
1220 Howard Avenue
Suite 250
Burlingame, CA 94010
p. 650-288-3020
f. 650-288-3003
w. www.godberesearch.com

Year Founded
Godbe Research was founded in January of 1990 and has been in business continually for more than 34 years. We have exclusively provided public opinion research, voter polling, and market research services since the founding of the firm, with a geographic specialization in northern California where the firm is based.

Legal Form of Company and Subsidiary Status
Godbe Research is a California Corporation and is in good standing with the California Secretary of State. Godbe Research is not a subsidiary of a larger 'parent company' and the firm's two principals are the only two shareholders. In addition, we do not hold any financial position in any subsidiary firm. Thus, we've been under the same ownership since our founding in 1990.

Corporate and Project Office
Godbe Research maintains two offices, including our corporate office in Burlingame, CA, as well as a project office in Reno, NV. All work for the City of St. Helena (St. Helena or City) will be performed from our Burlingame, California based office from which Bryan Godbe, our proposed project manager, is located.

Proposal/Contract Contact
Charles Hester
Vice President
1220 Howard Avenue
Suite 250
Burlingame, CA 94010
p. 650-288-3021 (direct)
e. cwhester@godberesearch.com

Project Contact/Manager
Bryan Godbe
President
1220 Howard Avenue
Suite 250
Burlingame, CA 94010
p. 650-288-3027 (direct)
e. wbgodbe@godberesearch.com

Litigation, Arbitration & Bankruptcy Statement
Godbe Research has never filed for bankruptcy during the life of the firm and has never been a defendant in any litigation, past or current. In addition, we have never in the life of the firm had a contract terminated for cause, nor have we been subject to any arbitration regarding any project, contract, or client.

Services Provided
Godbe Research is a full-service public opinion research and voter polling agency. We offer expertise in all accepted quantitative (telephone, Internet, mail, and Intercept) and qualitative (focus groups, one-on-one interviews, triads) research methodologies, as well as hybrid studies (more than one methodology) and research consulting.

Godbe Research does not provide political consulting, public education and outreach, financial advisory, planning or architectural services, legal/counsel, or underwriting services that could be a conflict of interest with our community/resident survey or other public opinion research processes by having future project dollars tied to the results and recommendations from our studies.

Additional Information
Godbe Research is an equal opportunity employer and does not discriminate on the basis of sex, race, religion, ethnicity, political partisanship, gender identity, sexual orientation/identity, or sexual/gender preference.

Godbe Research Experience

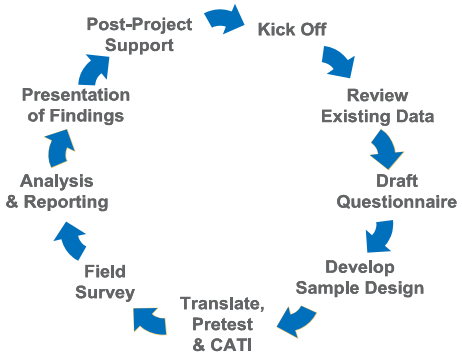
Godbe Research, a State of California certified small business enterprise (SBE), was founded in January of 1990. The firm is a full-service public opinion research agency that offers its clients extensive experience in research studies to address resident satisfaction and community priorities, community needs assessments, public education and outreach strategies, strategic and general planning efforts, revenue and ballot measure feasibility, customer and user satisfaction, public sector marketing efforts, and other customized client needs. Our offices in Burlingame, CA (Corporate) and Reno, NV (Southwest/ Northwest) house a staff of highly trained and experienced research and a commitment to providing superior quality research and client services.

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- Developing a recruitment email and recruitment text for the Internet version of the survey and working with St. Helena so that Godbe Research can send recruitment emails and texts to City residents with known self-reported email addresses and cell phone numbers, respectively, in the voter file or that we can obtain through City-provided lists or third-party matching.
    - The text and email should be signed by the St. Helena City Manager to convey both the importance of the survey to the City and to assure residents that this is a City-sponsored survey event. Finally, the email will come from the City's recognizable @cityofsthelena.org email domain to further convey that this is a City-sponsored survey.
- Development of a stratified and clustered listed sample of City of St. Helena registered voters as the starting point for our sampling design, given that it is the best source of known and self-reported contact information (e.g., cell phone numbers, email addresses, and landlines) for St. Helena residents. For reference, we have identified that there are a total of approximately 4,650 adult residents (ages 18+) and approximately 3,450 registered voters in the City, which means that 74% of the City's residents are registered to vote. For all registered voters, we have email addresses for 1,775 voters or 52% of the voting electorate in the City. We also have cell phones for approximately 1,212 voters or about 35% of the voting electorate in St. Helena. Finally, we also have landline telephone numbers for 1,595 City voters or 46% of the voting electorate in St. Helena. The usage of a listed voter sample as our sampling source also allows us to analyze data by the registered voter population as well as the ability to weight the data to see results by the larger adult resident (18+) population in the City.
    - Godbe Research also plans to match City-provided lists (e.g., parks and recreation registration database) to the voter file to increase the contact information for voters in our sampling frame AND to include adult residents who are not registered to vote, so long as we have first name, last name, contact information, and physical address for matching purposes and to ensure that only St. Helena residents are included in our sample.
    - Finally, any contact information provided by the City will remain strictly confidential and will not be used in our analysis and reporting after the survey has been completed. This is similar to the voter file information where contact information is redacted from the analysis to preserve respondent anonymity and confidentiality.
- Optionally translating the telephone version of the survey instrument into Spanish and providing Spanish language interviewing based on respondent preference.

- Conducting approximate 18, 20, 22, or 25-minute Internet and telephone interviews with between up to 300 (n=300) total St. Helena residents according to a strict interviewing protocol and our recommended sampling design of registered voters matched against City-provided lists. A sample size of 300 interviews would provide for a margin of error of no greater than +/-5.6% at the 95% confidence level, when looking at all adult residents (including registered voters) in the City of St. Helena.
    - For reference, we were able to collect a total of 364 (n=364) interviews with St. Helena residents in the 2022 resident satisfaction survey process.
- Merging the Internet and telephone data files, as well as processing and weighting the data to adjust for population distribution and strategic oversampling, as needed.
    - This includes weighting the data to the larger adult resident population in the City based on the U.S. Census, ACS Projections, or other data source as needed by the City.
- Developing a topline report of initial findings as the first reporting deliverable in the 2024 Resident Satisfaction Survey process and conducting an online format meeting with the City to review the topline report.
- Analyzing the data from the 2024 Resident Satisfaction Survey and preparing a report of results, findings, and conclusions for St. Helena which directly addresses the research objectives outlined for this specific 2024 Resident Satisfaction Survey process, as well as comparing applicable questions and topics to other cities and regions as requested by the City.
    - The report, in PowerPoint format, will include an overview and discussion of the research objectives, methodology discussion, key findings section, overview of satisfaction/importance of City-provided departments and services, comparisons to other cities/regions for applicable questions/topics, a demographics section, and a complete set of crosstabulations for questions asked in the survey.
- Presenting the results and recommendations from the 2024 Resident Satisfaction Survey to the City of St. Helena for up to five (5) online presentations as necessary (AB 361 authorized; to prevent the transmission of COVID-19 variants, and; of course, reduce unnecessary carbon emissions).
- Post-project consulting with St. Helena regarding the results and recommendations from the 2024 Resident Satisfaction Survey process, as needed (no additional charge to the City).

GODBE RESEARCH PROJECT MANAGER

Reliable public opinion research results depend on having a firm that understands the complexities and nuances of survey research design, including sampling theory, questionnaire design, and data analysis. Accordingly, the team at Godbe Research is comprised of recognized experts in survey research design and implementation, and for 2024 Resident Satisfaction Survey project for the City of St. Helena we will assign our most experienced project manager, Bryan Godbe (President).

Bryan has designed and conducted more than 200 survey research projects in the past three years alone for California cities, counties, and other public sector agencies, including the 2022 Resident Satisfaction Survey for the City. Bryan will execute all stages of the survey project, including sampling design and questionnaire development, overall project management, analysis, reporting, and presentations, and would be the day-to-day contact for City staff and administration. A resume for Bryan has been provided below and he will be assisted by additional Godbe Research team members, as needed.

Bryan Godbe, M.A.
President
Founder of Godbe Research, Mr. Godbe has almost 40 years of experience in public opinion research, public relations, and government affairs. In this capacity, he has conducted public opinion and market research projects at the national, state, and local levels including projects for the Cities of San Francisco, San Diego, Los Angeles, Sacramento, and San Jose (California) as well as Portland (Oregon), Seattle (Washington), and Henderson (Nevada).

Mr. Godbe received a Silver Anvil Award from the Public Relations Society of America for the development and implementation of an outstanding government affairs program on behalf of the Contra Costa Water District. This program was based on Mr. Godbe's extensive research including baseline research, focus groups and three tracking surveys. In addition, Bryan has also recently completed recent community priorities and resident satisfaction surveys for clients such as the City of Novato, City of Fairfield, City of South San Francisco, City of San Rafael, City of Belmont, City of La Mirada, County of San Mateo, City of Millbrae, City of Los Altos, City of Union City, City of Folsom, City of Menlo Park, and others.

Prior to founding the firm, Mr. Godbe was Vice President of Research at a California based public relations firm. Mr. Godbe also previously served as the Senior Research Consultant at the Center for the Study of Los Angeles, at Loyola-Marymount University. He has a Master’s Degree from the University of Michigan where he studied survey research methodology at the Institute for Social Research; and a B.A. degree from the University of California, Berkeley.

PROJECT COST OPTIONS

Godbe Research takes considerable pride in delivering reliable and practical research projects 'on time and on budget.' In doing so, we prefer to provide a firm, fixed fee format for our cost proposals. This is because we do not believe in assigning arbitrary hours and rarely do projects (even highly similar in terms of work scope) take the same amount of time or resources. Thus, we feel that firm and fixed-fee pricing represents the best value to our clients based on the three most important factors in any survey: sample size/number of interviews, the length of the survey in number of minutes, and the languages in which the survey is administered.

Based on our understanding of City of St. Helena's research objectives and goals for the 2024 Resident Satisfaction Survey process, Godbe Research has provided costs to conduct an 18, 20, 22, or 25-minute survey comprised of up to 300 (n=300) St. Helena adult residents using the methodology and sampling design outlined in this scope of work document. The survey process will be conducted via a hybrid Internet and telephone survey methodology with email and text to Internet recruitment as well as calls to cell phones and landlines, and a given resident will only be able to complete the survey once even though they can choose their method of participation based on the contact information we have available. Finally, we have also provided optional costs to translate the telephone version of the survey into Spanish and to provide Spanish language interviewing based on respondent preference.

The prices below reflect the all-inclusive costs to complete the project for the City of St. Helena-- the overall cost will not exceed those shown below, provided that parameters of the project (survey length, sample size, hybrid methodology, etc.) conform to those outlined in this proposal. Should project parameters or City or St. Helena needs change, we will be happy to provide amended costs prior to proceeding. Finally, please note that the City will only be charged the total amount from the cost options listed below that reflects the final time-tested survey length for the 2024 Resident Satisfaction Survey process.

Hybrid Survey of up to 300 (n=300) St. Helena Residents

Project Task	18-min.	20-min.	22-min.	25-min.
Listed Voter Telephone Sample	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Email Sample Purchase	$800.00	$800.00	$800.00	$800.00
Additional Cell and Email Matching	$800.00	$800.00	$800.00	$800.00
Internet Version Programming/Testing	$5,750.00	$6,000.00	$6,250.00	$6,500.00
CATI Programming of Telephone Version	$1,350.00	$1,500.00	$1,650.00	$1,875.00
Internet Version Recruitment/Hosting	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Telephone Interviewing	$4,800.00	$6,000.00	$7,200.00	$8,400.00
Data Processing	$950.00	$950.00	$950.00	$950.00
Research Fee	$8,000.00	$8,000.00	$8,000.00	$8,000.00
Project Management	$3,000.00	$3,000.00	$3,000.00	$3,000.00
Miscellaneous Expenses	$500.00	$500.00	$500.00	$500.00
English Only Survey Costs	$29,450.00	$31,050.00	$32,650.00	$34,325.00
Spanish Translation and Programming	$650.00	$725.00	$775.00	$875.00
Spanish Interviewing Fee - Phone	$500.00	$600.00	$700.00	$800.00
English and Spanish Survey Total	$30,600.00	$32,375.00	$34,125.00	$36,000.00



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Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 28, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and adoption of a Resolution: (1) Awarding the R24-79 Pavement Restoration Project to Argonaut Constructors in the amount of $2,197,939.77; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; (3) Requesting a budget increase for project R24-79 of $1,315,233.75; (4) Authorizing budget transfer from Measure T fund balance; (5) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; and (6) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	Resolution 2024-038, approval plans and authorization to solicit bids on was adopted by City Council on March 26, 2024.
STATEMENT OF THE PURPOSE:	To deliver the City's annual Pavement Restoration Project in accordance with the City's *5 Year Pavement Management Plan* and approved Capital Improvement Program.
FINANCIAL IMPACT:	A summary of anticipated expenditures and funding sources are presented below.

Estimated Project Costs	
R24-79 - Pavement Restoration	$ 2,197,939.77
Estimated Construction Costs	**$ 2,197,939.77**
Construction Contingency (15%)	$219,793.98
Estimated Total Project Cost for Construction	**$2,417,733.75**

Funding Sources	
R24-79 Project Budget	$1,102,500.00
240 - Additional Measure T	$1,315,233.75
Total Available Funding in FY 24/25	**$2,417,733,75**

BACKGROUND:
The R24-79 Pavement Restoration Project is a continuation of the City's efforts to improve and maintain 26 centerline miles of roadway within the City of St. Helena.

On June 13, 2023, the City Council adopted the FY 2023-24 to FY 2024-25 budget and the FY 2023-24 to FY2027-28 Capital Improvement Program (CIP) which includes the *R24-79 Pavement Restoration Project*.

On December 12, 2023, the City Council adopted an updated *5-Year Pavement Management Plan* (PMP). R24-79 Pavement Restoration Project represents *Year 1* of the updated PMP. This updated PMP included an expanded project scope for *Year 1* when compared to the previously approved FY24-25 budget for the project. Staff is requesting Council to approve an increase to the project budget and approve necessary budget adjustments to account for the expanded scope of the project. The budget of future years will be reallocated to the current project. Additionally, the project funding will be supported by the existing Measure T fund balance.
The project plans were developed by Coastland Consulting Engineers of Santa Rosa. The project plans, specifications and contract documents were compiled by City staff and approved for bid solicitation by City Council on March 26, 2024.

This project includes the resurfacing of many high priority roadway segments including Pratt Avenue, Hunt Avenue, Spring Street, Birch Avenue, Vidovich Lane and the entirety of the Sylvaner subdivision. Additional elements of this project include restriping traffic lines and crosswalks, various repairs to sidewalk, curb and gutter, and the installation of ADA compliant curb ramps.

DISCUSSION:
On April 11, 2024, a Notice Inviting Bids and project plans and specifications was posted to the City of St. Helena website and posted at area construction plan rooms and exchanges. On May 2, 2024, five bids were received and opened publicly at City Hall. All bids are provided by reputable, licensed firms and are complete and competitive.

The bid results are as follows:

Company	Base Bid
Argonaut Constructors, *Santa Rosa*	**$ 2,197,939.77**
Ghilotti Brothers, *San Rafael*	$ 2,197,945.95
Team Ghilotti, *Petaluma*	$ 2,577,141.00
J.V. Lucas Paving, *Martinez*	$ 2,478,030.42
Maggiora & Ghilotti, Inc, *San Rafael*	$ 2,480,265.00

Engineer's Estimate: $2,150,000

City Staff reviewed all bids and find that Argonaut Construction is the lowest responsible and responsive bid. Argonaut Construction holds a valid Class A General Contractor’s License No. 171432 in the State of California, with no enforcement actions listed. Their

license expires on 12/31/2025. Argonaut Construction bid is consistent with the engineer's estimate. Argonaut Construction has successfully executed a multitude of similar projects in the North Bay region and previously for the City.

ENVIRONMENTAL REVIEW: Staff will be filing a Notice of Exemption for this project, citing a Class 1 Categorical Exemption for existing facilities. The contractor is required to perform standard stormwater pollution prevention measures.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1 - R24-79 Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Consideration and adoption of a Resolution: (1) Awarding the R24-79 Pavement Restoration Project to Argonaut Constructors in the amount of $2,197,939.77; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; (3) Requesting a budget increase for project R24-79 of $1,315,233.75; (4) Authorizing budget transfer from Measure T fund balance; (5) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; and (6) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

RECITALS

A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on April 1, 2024; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on June 22nd, 2023 a notice inviting bids was posted and distributed to contractors inviting bids for the R24-79 Pavement Restoration Project; and

C. On April 11, 2024, five (5) bids were received and opened in accordance with applicable law; and

D. The lowest responsive and responsible bidder for the Project was Argonaut Constructors of Santa Rosa, CA in the amount of $2,197,939.77; and

E. City staff has determined that Argonaut Constructors' bid satisfies the bidding requirements for the project; and

F. City staff has verified that Argonaut Constructors possess a valid Contractor's License, Class A, number 171432 that qualifies Argonaut Constructors to complete the project; and

G. The Pavement Restoration Project R24-79 has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities.

RESOLUTION

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

1. Awarding the R24-79 Pavement Restoration Project to Argonaut Constructors in the amount of $2,197,939.77; and
2. Authorizing the City Manager to execute a construction contract in the amount of $2,197,939.77 with Argonaut Constructors for the R24-79 Pavement Restoration Project; and
3. Authorizing a budget increase and budget transfer from Fund 240 (Measure T) for project R24-79 of $1,315,233.75;
4. Authorizing the Director of Public Works to approve change orders not to exceed 10% of the contract account; and
5. The Pavement Restoration Improvements Project R24-79 is found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities, as the project involves no expansion of an existing use.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau:_____

Councilmember Kenealy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 28, 2024
FROM:	Jose Calderon, Engineering Technician II
SUBJECT:	Approving request to the Metropolitan Transportation Commission for the allocation of the fiscal year FY-2024 Transportation Development Act Article 3 Pedestrian / Bicycle project funding.
RECOMMENDED ACTION:	Approve the Resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	The purpose of this action is to provide City Council the opportunity to consider and adopt a resolution to allow the City to apply for the Transportation Development Act Article 3 Grant for Quick Build Traffic Calming Projects.
FINANCIAL IMPACT:	No fiscal impact at this time.

BACKGROUND:

Senate Bill 325 was enacted by the California Legislature with the goal to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. Article 3 of Senate Bill 325, also known as TDA-3 sets aside funding specifically for bicycle and pedestrian projects including quick-build style projects. The program is governed by the Metropolitan Transportation Commission and administered by the Napa Valley Transportation Authority. The City recently completed Capital Improvement Program Project R21-02, which improved the pedestrian crossings at Pratt Avenue/Highway 29 and Elmhurst Avenue/Highway 29 which was partially funded by a grant from a previous TDA cycle.

DISCUSSION:

The Metropolitan Transportation Commission and the Napa Valley Transportation Authority are currently accepting applications for FY24-25 TDA grant cycle. Staff is requesting City Council approval to proceed with an application to fund the installation of pedestrian safety enhancement devices in the City. Staff have identified two locations which would greatly benefit from a "quick build," or "packaged" style-safety enhancement. The first location is at the intersection of North Crane Avenue at Spring Street. This location serves as an informal crossing point for significant cross-town pedestrian and bicycle traffic. The second location is at South Crane Avenue at Crane Park. Neither of these locations have existing pedestrian crossing facilities, and are

heavily trafficked by vehicular, pedestrian and bicycle users. While the City intends to design and install permanent facilities in the future, the deployment of a quick build treatment in association with the TDA-3 grant opportunity would be a welcome and important safety improvement.

Components of the quick build package will include a centerline median/barrier to serve as a traffic calming pedestrian refuge, multiple in-road warning signs similar to the recent installation on Spring Street north, and roadway and crosswalk striping. A location map is provided as Attachment C. Upon approval of this request, staff will submit the project application which is due by May 31, 2024. Staff will proceed with design and component research. Preliminary designs will be presented to the Active Transportation and Sustainability Committee (ATSC) and City Council for further comment and installation approvals.

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution
Attachment A - Findings
Attachment C - Location Map
Attachment B - Application

CITY OF ST. HELENA

RESOLUTION NO. 2024 -

Approving request to the Metropolitan Transportation Commission for the allocation of fiscal year FY-2024 Transportation Development Act Article 3 Pedestrian / Bicycle project funding.

RECITALS

A. Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

B. The Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

C. MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

D. The City of St Helena desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it.

RESOLUTION

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

1. The City of St Helena declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code; and
2. That there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of St Helena to carry out the project; and
3. That the City of St Helena attests to the accuracy of and approves the statements in Attachment A to this resolution; and
4. That a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county

association of governments, as the case may be, of Napa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024, by the following vote:

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

APPROVED: ATTEST:

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

RESOLUTION NO. 2024 –

ATTACHMENT A

Approving a request to the Metropolitan Transportation Commission for the allocation of fiscal year FY-2024 Transportation Development Act Article 3 Pedestrian / Bicycle project funding.

FINDINGS

A. That the City of St. Helena is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of St. Helena legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.

B. That the City of St. Helena has committed adequate staffing resources to complete the project(s) described in Attachment B.

C. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).

D. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.

E. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).

F. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).

G. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of St. Helena within the prior five fiscal years.

H. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan or included in an adopted comprehensive bikeway plan (such as outlined in Section

2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.

I. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.

J. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).

K. That the City of St. Helena agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.


Pedestrian Crossing and Traffic Calming
Spring St
Crane Ave
Center island with High Visibility crosswalks in the middle
S Crane Ave
Spring St at N Crane Ave
S Crane Ave at Crane Park
TDA-3 FY24-25 Quick Build Projects for S Crane Ave and Spring St at N Crane Ave
CITY OF ST. HELENA
The Culinary Institute of America at Greystone
Fantesca Estate & Winery
Spring Mountain Rd
Beringer Vineyards
Alila Napa Valley
Robert Louis Stevenson Museum
Inn St Helena
Pope Street Bridge
Napa Valley College
Jacob Meily Park
AuburnJames Winery
The Saint
Hidden Gem Restaurant
Goose & Gander
Best Cocktail Program in Napa
Joint Physical Therapy
Private PT in Napa & St Helena
T & M Agricultural Services
Clif Family Winery
Out of the Box
St. Helena Shipping Co
Davies Vineyards
VGS Chateau Potelle Winery
The Must-Visit Winery
El Bonita
Harvest Inn
Holy Cross Catholic Cemetery
Saint Helena Public Cemetery
Crane Park
Thoman
V. Sattui Winery
Google

RESOLUTION NO. 2024 –

ATTACHMENT B

TDA ARTICLE 3 PROJECT APPLICATION FORM

1. **Agency**	City of St Helena		
2. **Primary Contact**	Mario Traverso		
3. **Mailing Address**	1088 College Avenue, St. Helena, CA, 94574		
4. **Email Address**	mtraverso@cityofsthelena.org	5. **Phone Number**	1(707)204-9084
6. **Secondary Contact** (in the event primary is not available)	Jose Calderon 1(707)312-1280 jcalderon@cityofsthelena.org		
7. **Mailing address** (if different) N/A☒			
8. **Email Address**	jcalderon@cityofsthelena.org	9. **Phone Number**	1(707)312-1280
10. **Send allocation instructions to** (if different from above):			
11. **Project Title**	Pedestrian Crossing Improvements Quick Build		
12. **Amount requested**	$50,000	13. **Fiscal Year of Claim**	2024

14. **Description of Overall Project:**

The City of St Helena has identified two locations that will benefit greatly from the deployment of quick build pedestrian crossing and traffic calming safety improvements. The quick build improvements will include a modular pedestrian refuge, roadway striping, ADA facilities, speed humps and in road warning signage.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

The City of St. Helena proposes the funding will be used for procurement and installation of quick build materials, including median barriers, signage, and roadway striping. The design will be prepared by City staff and presented for approval by the Active Transportation Committee and City Council.

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

Location 1: 360 S Crane Ave – This is the location of the entrance to the largest City Park, Primary School, and serves as a major rural/urban interface. The quick build will encourage traffic calming and provide pedestrian passage from street parking to the park which is currently nonexistent. This will serve as a pilot in anticipation of permanent improvements.

Location 2: Intersection of N Crane Ave and Spring Street – This location serves as a significant pedestrian and vehicular cross-town corridor for normal access to the High School, Primary School and Parks. At this intersection sidewalks are discontinuous, with normal pedestrian crossing occurring without any facilities. This project will address the sidewalk discontinuity and integrate pedestrian crossing facilities.

Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒
18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☐ No☒
19. **Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E		1,000		8/1/2024
ROW				
CON	50,000			10/1/2024
Total Cost	**50,000**	**1,000**		

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐
If "YES," identify the date and provide a copy or link to the agenda.
If "NO," provide an explanation).
5/22/24 – Application and preliminary concept presented to Active Transportation and Sustainability Committee. Project was supported.

B. Has the project been approved by the claimant's governing body? Yes☐ No☒
If "NO," provide expected date: 5/28/2024

C. Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☐ No☐

E. 1. Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Yes☒ No☐

Existing Facility?

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☒ No☐
Cite the basis for the exemption. Minor / Temporary Alteration N/A☐
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Completion Date of project (month and year): 10/30/2024

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☒ No☐

H. Is a Complete Streets Checklist required for this project ? Yes☐ No☒
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

CITY OF ST. HELENA

RESOLUTION NO. 2024 -

Approving request to the Metropolitan Transportation Commission for the allocation of fiscal year FY-2024 Transportation Development Act Article 3 Pedestrian / Bicycle project funding.

RECITALS

A. Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

B. The Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

C. MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

D. The City of St Helena desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it.

RESOLUTION

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

1. The City of St Helena declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code; and
2. That there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of St Helena to carry out the project; and
3. That the City of St Helena attests to the accuracy of and approves the statements in Attachment A to this resolution; and
4. That a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county

association of governments, as the case may be, of Napa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024, by the following vote:

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

APPROVED: ATTEST:

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

RESOLUTION NO. 2024 –

ATTACHMENT A

Approving a request to the Metropolitan Transportation Commission for the allocation of fiscal year FY-2024 Transportation Development Act Article 3 Pedestrian / Bicycle project funding.

FINDINGS

A. That the City of St. Helena is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of St. Helena legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.

B. That the City of St. Helena has committed adequate staffing resources to complete the project(s) described in Attachment B.

C. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).

D. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.

E. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).

F. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).

G. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of St. Helena within the prior five fiscal years.

H. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan or included in an adopted comprehensive bikeway plan (such as outlined in Section

2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.

I. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.

J. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).

K. That the City of St. Helena agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.


Pedestrian Crossing and Traffic Calming
Spring St
Crane Ave
Center island with High Visibility crosswalks in the middle
S Crane Ave
Spring St at N Crane Ave
S Crane Ave at Crane Park
TDA-3 FY24-25 Quick Build Projects for S Crane Ave and Spring St at N Crane Ave
CITY OF ST. HELENA
The Culinary Institute of America at Greystone
Fantesca Estate & Winery
Spring Mountain Rd
Beringer Vineyards
Alila Napa Valley
Robert Louis Stevenson Museum
Inn St Helena
Pope Street Bridge
Napa Valley College
Jacob Meily Park
AuburnJames Winery
The Saint
Hidden Gem Restaurant
Goose & Gander
Best Cocktail Program in Napa
Joint Physical Therapy
Private PT in Napa & St Helena
T & M Agricultural Services
Clif Family Winery
Out of the Box
St. Helena Shipping Co
Davies Vineyards
VGS Chateau Potelle Winery
The Must-Visit Winery
El Bonita
Harvest Inn
Holy Cross Catholic Cemetery
Saint Helena Public Cemetery
Crane Park
Thoman
V. Sattui Winery
Google

RESOLUTION NO. 2024 –

ATTACHMENT B

TDA ARTICLE 3 PROJECT APPLICATION FORM

1. **Agency**	City of St Helena		
2. **Primary Contact**	Mario Traverso		
3. **Mailing Address**	1088 College Avenue, St. Helena, CA, 94574		
4. **Email Address**	mtraverso@cityofsthelena.org	5. **Phone Number**	1(707)204-9084
6. **Secondary Contact** (in the event primary is not available)	Jose Calderon 1(707)312-1280 jcalderon@cityofsthelena.org		
7. **Mailing address** (if different) N/A☒			
8. **Email Address**	jcalderon@cityofsthelena.org	9. **Phone Number**	1(707)312-1280
10. **Send allocation instructions to** (if different from above):			
11. **Project Title**	Pedestrian Crossing Improvements Quick Build		
12. **Amount requested**	$50,000	13. **Fiscal Year of Claim**	2024

14. **Description of Overall Project:**

The City of St Helena has identified two locations that will benefit greatly from the deployment of quick build pedestrian crossing and traffic calming safety improvements. The quick build improvements will include a modular pedestrian refuge, roadway striping, ADA facilities, speed humps and in road warning signage.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

The City of St. Helena proposes the funding will be used for procurement and installation of quick build materials, including median barriers, signage, and roadway striping. The design will be prepared by City staff and presented for approval by the Active Transportation Committee and City Council.

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

Location 1: 360 S Crane Ave – This is the location of the entrance to the largest City Park, Primary School, and serves as a major rural/urban interface. The quick build will encourage traffic calming and provide pedestrian passage from street parking to the park which is currently nonexistent. This will serve as a pilot in anticipation of permanent improvements.

Location 2: Intersection of N Crane Ave and Spring Street – This location serves as a significant pedestrian and vehicular cross-town corridor for normal access to the High School, Primary School and Parks. At this intersection sidewalks are discontinuous, with normal pedestrian crossing occurring without any facilities. This project will address the sidewalk discontinuity and integrate pedestrian crossing facilities.

Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒
18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☐ No☒
19. **Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E		1,000		8/1/2024
ROW				
CON	50,000			10/1/2024
Total Cost	**50,000**	**1,000**		

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐
If "YES," identify the date and provide a copy or link to the agenda.
If "NO," provide an explanation).
5/22/24 – Application and preliminary concept presented to Active Transportation and Sustainability Committee. Project was supported.

B. Has the project been approved by the claimant's governing body? Yes☐ No☒
If "NO," provide expected date: 5/28/2024

C. Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☐ No☐

E. **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Yes☒ No☐

Existing Facility?

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☒ No☐
Cite the basis for the exemption. Minor / Temporary Alteration N/A☐
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Completion Date of project (month and year): 10/30/2024

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☒ No☐

H. Is a Complete Streets Checklist required for this project ? Yes☐ No☒
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	May 28, 2024
FROM:	Andrew Bradley, Asst. to the City Manager
SUBJECT:	Consideration and proposed approval of a resolution authorizing a ceremonial flag recognizing LGBTQ+ Pride Month during the month of June 2024.
RECOMMENDED ACTION:	Approve a resolution authorizing the Progress Pride flag to be flown on the City's ceremonial flag pole during the month of June 2024.
PREVIOUS COUNCIL ACTION:	LGBTQ+ Pride Month has been celebrated with the flag raising for many years in St. Helena, most recently the flag was flown in June 2023.
STATEMENT OF THE PURPOSE:	The purpose is to show the City of St. Helena's support for its LGBTQ+ community.
FINANCIAL IMPACT:	None.

BACKGROUND:
The City Council adopted policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property, which authorizes the display of non-governmental flags on City property (https://sthelena.civicweb.net/document/12211/).

DISCUSSION:
Per Policy P-CC-0001, Mayor Dohring made a request to the City Manager to fly a Ceremonial Flag in the month of June. The flag to be flown is the LGBTQ+ Pride Month Progress flag. The flying of the flag will be done in conjunction with the LGBTQ+ Pride Month Proclamation that will be heard at the May 28, 2024, City Council meeting. All requests for Ceremonial Flags are to be approved by City Council.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

PRIDE Month Resolution 2024

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Authorizing the Progress Pride Flag and Transgender Flag to be Flown on the City's Ceremonial Flagpole

RECITALS

A. On June 13, 2017, the St. Helena City Council adopted policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property, which authorizes the display of non-governmental flags on City property.

B. Per City Council adopted policy Mayor Dohring formally requested in writing to the City Manager for the LGBTQ+ Pride Progress flag be flown on the City's ceremonial flagpole during the month of June 2024.

RESOLUTION

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

1. Authorizes the LGBTQ+ Progress Pride Flag to be flown during the month of June 2024.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Paul Dohring: ____
Vice Mayor Eric Hall: ____
Council Member Anna Chouteau: ____
Council Member Lester Hardy: ____
Council Member Patrick Kenealy: ____

APPROVED: ATTEST:

_____ _____

Paul Jaminson Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	May 28, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	April 2024 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

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

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for April 2024. The water produced for April 2024 is down by -8% when compared to April 2023 and is down by -40% compared to the average of April 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	April 2023 (Acre-Feet)	April 2024 (Acre-Feet)
Bell Canyon	46	17	4.70
Stonebridge Wells	15	13	30.77
Napa Water	48	46	34.07
Total	**110**	**77**	**69.54**

- Percent change from April 2023: -8%
- Percent change from average of April 2018 - 2020: -40%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2026 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of May 1, 2024, Bell Canyon Reservoir elevation was at 422 feet representing approximately 2,383.69 acre feet (AF) and 100% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on May 1st in 2022, 2023, and 2024.

Year	2022	2023	2024
Bell Canyon Elevation Level	417.69 Ft.	421.96 Ft.	422 Ft.
Acre Feet	2,061 AF	2,380 AF	2,383 AF
Percent Capacity	86.5%	99.87%	100%

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

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at

the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

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

City of Napa Water Supply
Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of April 2024, Rutherford Pump Station was producing an average of 0.37 MG/day for a total of 34.07 acre feet (AF) for the month.

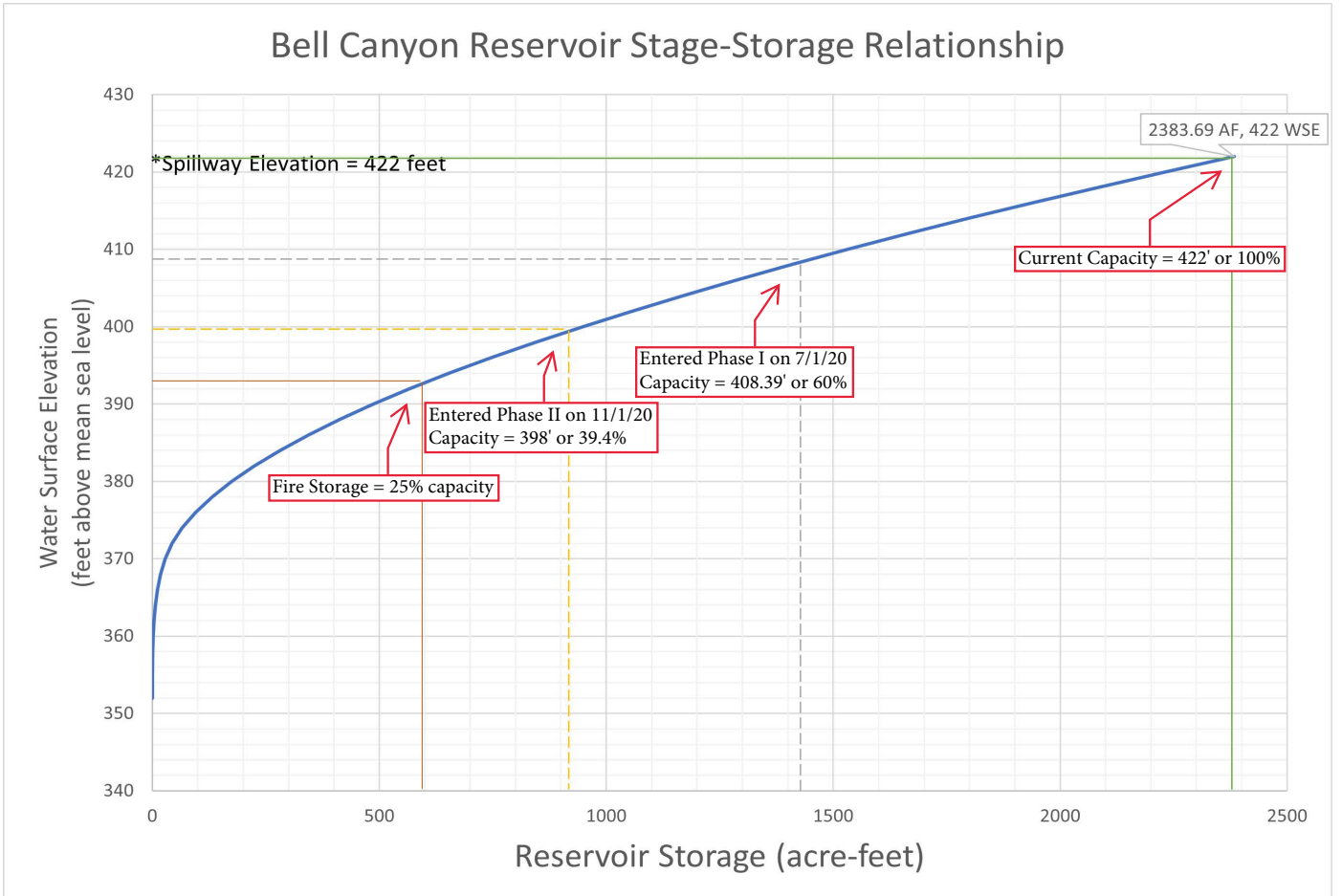
ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

Attachment 3 - Bell Canyon Reservoir Storage Phase I II
MWR April 1-30 2024
Attachment 2 - Bell Canyon Water Storage Forecast


Bell Canyon Reservoir Stage-Storage Relationship
*Spillway Elevation = 422 feet
2383.69 AF, 422 WSE
Current Capacity = 422' or 100%
Entered Phase I on 7/1/20
Capacity = 408.39' or 60%
Entered Phase II on 11/1/20
Capacity = 398' or 39.4%
Fire Storage = 25% capacity
Water Surface Elevation
(feet above mean sea level)
430
420
410
400
390
380
370
360
350
340
0
500
1000
1500
2000
2500
Reservoir Storage (acre-feet)

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC __X__ PC__X__ FILE _____
RECEIVED: _____ BY: __

April 1-30, 2024

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	4.70	30.77	0.15	34.07	-0.44
AMOUNT PRODUCED in MG	1.53	10.02	0.05	11.10	-0.14
PERCENT	**6.8%**	**44.5%**		**49.3%**	-0.6%

WATER PRODUCED ~~DELIVERY~~ (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	22.65 MG	25.15 MG
MAXIMUM DAILY PRODUCED	n/a MG	1.71 MG
MINIMUM DAILY PRODUCED	n/a MG	0.47 MG
AVERAGE DAILY PRODUCED	0.75 MG	0.81 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	233.46 AF	19.2%	366.38 AF	35.7%
	76.05 MG		119.34 MG	
NAPA WATER	502.66 AF	41.3%	460.62 AF	44.9%
	163.73 MG		150.04 MG	
STONEBRIDGE POTABLE WELLS	480.09 AF	39.5%	198.55 AF	19.4%
	156.38 MG		64.67 MG	
TOTAL WATER PRODUCED ~~DELIVERY~~ (ALL)	**1216.21 AF**	**100.0%**	**1025.55 AF**	**100.0%**

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.03 MG/Apr. 1 -30	0.00 MG/Apr. 1-30
NAPA VALLEY COLLEGE	0.02 MG/Apr. 1 -30	0.00 MG/Apr. 1-30

WATER ELEVATION, CAPACITY & RAINFALL

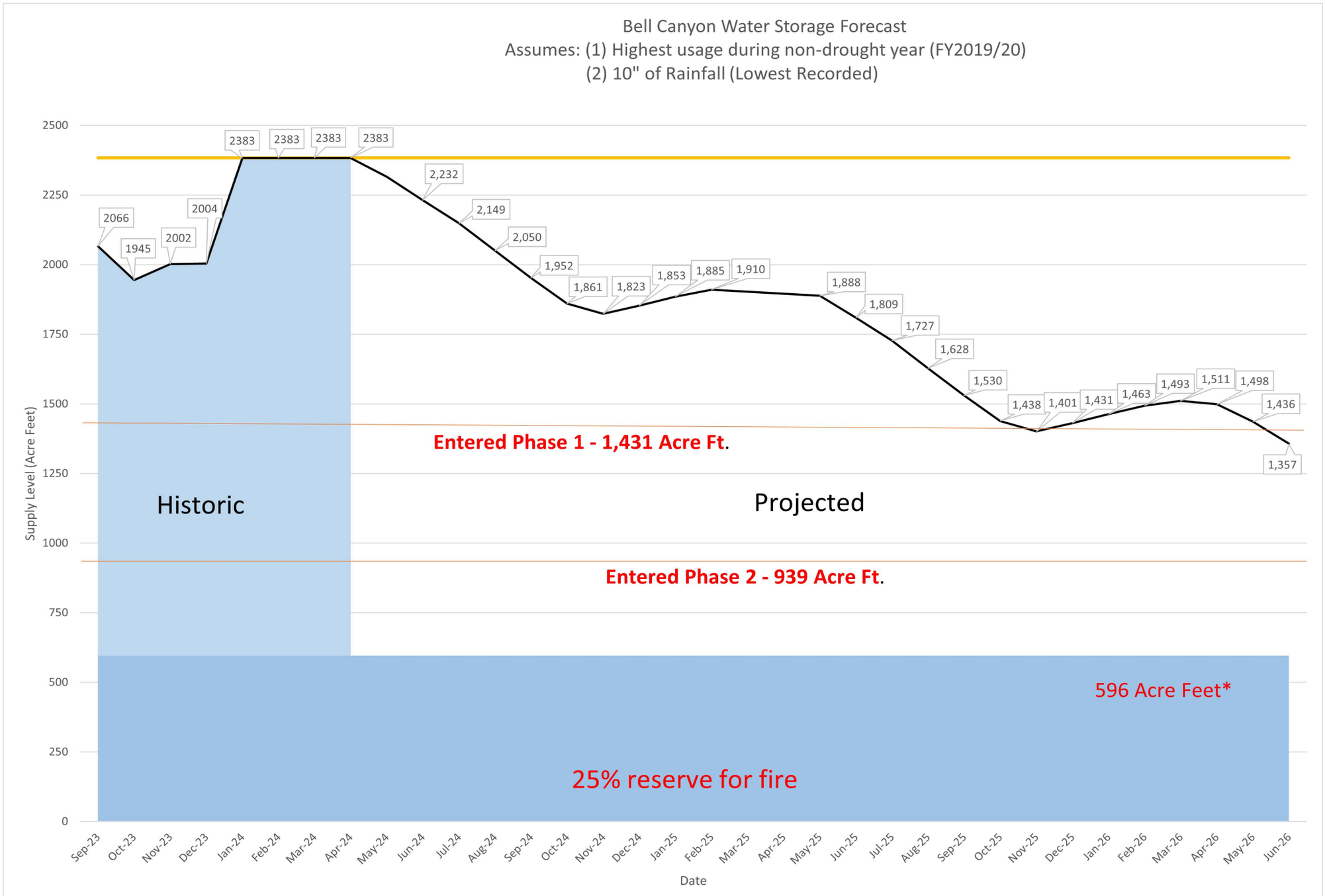
	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	422.00 FT.	421.96 FT.
MONTHLY RISE OR DROP	0.00 FT.	-0.34 FT.
CAPACITY AT END OF PERIOD	2383.69 AF	2380.00 AF
PERCENT OF FULL CAPACITY	100.0 %	99.9 %
RAINFALL IN THIS PERIOD	0.97 IN	0.45 IN
TOTAL RAINFALL SEASON TO DATE	22.34 IN	40.46 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	39.9-84	39-88
AVERAGE	61.95	63.5

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.37 MG/day during April 2024.
DISCLAIMER: The data presented in this report is approximate and for informational purposes only. Updates will be provided if any errors are identified.


Bell Canyon Water Storage Forecast
Assumes: (1) Highest usage during non-drought year (FY2019/20)
(2) 10" of Rainfall (Lowest Recorded)
Supply Level (Acre Feet)
Date
2066
1945
2002
2004
2383
2383
2383
2383
2,232
2,149
2,050
1,952
1,861
1,823
1,853
1,885
1,910
1,888
1,809
1,727
1,628
1,530
1,438
1,401
1,431
1,463
1,493
1,511
1,498
1,436
1,357
Entered Phase 1 - 1,431 Acre Ft.
Entered Phase 2 - 939 Acre Ft.
Historic
Projected
596 Acre Feet*
25% reserve for fire

Water Audit California
A PUBLIC BENEFIT CORPORATION

952 SCHOOL STREET #316 NAPA CA 94559
VOICE: (707) 681-5111
EMAIL: General@WaterAuditCA.org

May 28, 2024

City of St. Helena City Council

Sent via email to: publiccomment@cityofsthelena.org, cityclerk@cityofsthelena.org, pdohring@cityofsthelena.org, ehall@cityofsthelena.org, achouteau@cityofsthelena.org, bsummers@cityofsthelena.org, pkenealy@cityofsthelena.org

Re: City of St. Helena City Council Meeting May 28, 2024; Agenda Items 5.1, 12.1, 12.6, and 12.11

Agenda Item 5.1

City Council Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions. St. Helena Financing Authority Resolution approving: (1) installment sale financing to provide financing of water system improvements, and (2) financing documents and related official actions.

Agenda Item 12.1

Review of the 2023 St. Helena Annual Housing Element Progress Report (APR). CEQA Determination: Not a CEQA project. Prepared By: Aaron Hecock, Senior Planner Recommendation: It is recommended that the City Council review, consider, and file this report recognizing that staff submitted the information to HCD and OPR in keeping with the April 1, 2024 mandate.

Agenda Item 12.6

Approve a resolution: (1) establishing Capital Improvement Project W24-11 Bell Canyon Dam DSOD Analysis/Improvements with a budget of $860,000; (2) allocating $860,000 from the 2024 Water Bonds Issuance; (3) authorizing the City Manager to enter into a Professional Services Agreement (PSA) with Haley Aldrich Inc for engineering and project management services to provide a high-quality geotechnical exploration of Bell Canyon Dam for a not-to-exceed total of $781,900; and (4) authorize the Public Works Director to approve amendments to the Agreement to increase the not-to-exceed amount by up to 10% of the original PSA amount.

CEQA Determination: *Categorically Exempt, Section 15323*

Prepared By: *Lesley Milton, Interim Assistant Director of Public Works – Operations*

Recommendation: *Approve the attached Resolution.*

Agenda Item 12.11

April 2024 Review and Forecasting of City Water Supply Availability.

CEQA Determination: *Not a CEQA project Prepared By: Ian Dale, Environmental Services Tech.*

Recommendation: *Receive and file.*

To all it may concern:

WATER AUDIT CALIFORNIA
A California Public Benefit Corporation
952 School Street, #316
Napa, CA 94559
Voice: (707) 681-5111
Email: General@WaterAuditCA.org

Water Audit California (Water Audit) hereby comments on the above four agenda items, each of which is based upon gross fraud and misrepresentation. Each of the following comments is to be read as pertaining to each agenda item.

In addition to the following comments which apply generally, Water Audit notes the false statement in Agenda Item 12.1 that the Hunter project contains low income housing, which requirement was removed from the project subsequent to approval by the Planning Commission, the omission of mention of ongoing litigation to misstate the schedule of the Hunter project, and the ongoing controversy of whether the Stonebridge wells can be operated so as to cause continuing and increasing environmental injury.

Setting aside the tangible reality that the City of St. Helena (City) has inadequate water for its existing beneficial uses, the overt misrepresentations contained in the Agenda Report preclude any rational examination of the recommended decisions by the public. The misrepresentations in these agenda items put the lives and property of the City's residents in unnecessary danger. The purpose of this comment is to put the burden of potential loss of life clearly on the shoulder of the City's elected representatives.

To be clear, in the event of a catastrophe, Water Audit promises to send this comment to every news organization in the nation together with names of all complicit. As a public interest organization, we want no part of the responsibility for a disaster while we are on watch.

1. **All representations that assign the contents of Agenda Report Exhibit 1 to the Bell Canyon Reservoir are false.**

The forgoing agenda items are accompanied by a staff prepared Agenda Report to the City Council. The staff reports at page 333:

> "The Division of Safety of Dams (DSOD) provided notice to the City of St. Helena on July 5, 2023 of outstanding compliance for the Bell Canyon Dam (BCD) (Attachment 1)."

That statement and all like following are false. Staff has taken comments pertaining to one dam, the St Helena Lower Dam (aka the Lower York Reservoir) and attributed them to another dam built nearly a century later, the Bell Canyon Dam. This can be confirmed by comparing the excerpts of the DSOD listing of jurisdiction dams exhibited below.

The Department of Water Rights letter exhibited as Exhibit 1 pertains to "St. Helena Lower Dam, No. 16-2," which in the DSOD database is expressed as 16-002, California jurisdictional dam CA-00148. Note in the DODS records that the "year built" is 1878, and the condition as "fair." Both comments are correct and appropriate for the Lower York Reservoir, which was built by horse and wagon, not by modern heavy equipment.

Jurisdictional Dams

September 2017
Page
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Listed Alphabetically by County

Dam Number	Dam Name		Owner Name	Dam Height	Reservoir Capacity	Certified Status	Condition Assessment	County
National ID No.	Latitude	Longitude	Owner Type	Crest Length	Dam Type	Downstream Hazard	Reservoir Restrictions	Year Built
16.002	St. Helena Lower		City of Saint Helena	44	210	Certified	Fair	Napa
CA00148	38.51	-122.49	City, city agency, or city district	856	ERTH	High	Yes	1878

Compare and contrast with the record for Bell Canyon Dam, dam no. 16.003 (aka 16-3), California jurisdictional dam CA-00149, the Bell Canyon Dam, built in 1958 with modern methods and rated in satisfactory condition.

16.003	Bell Canyon		City of Saint Helena	95	2,530	Certified	Satisfactory	Napa
CA00149	38.56	-122.48	City, city agency, or city district	500	ERTH	High	No	1959

The City Council and staff know the difference between the two dams, which implies that the staff's misrepresentation was as the result of calculation, not incompetence. The January 20, 2017, Geotechnical Investigation Report by Kleinfelder engineering referenced in Exhibit 1, but not attached as an exhibit, clearly concerned the St. Helena Lower Dam, not the Bell Canyon Dam. Although the report is strangely

not attached and is unavailable in publicly posted records, the 2016 resolution that authorized Kleinfelder's employment reads in part:

> The Lower York Creek Reservoir was constructed in 1878. The dam at the Lower York Creek Reservoir, known as the St. Helena Lower Dam … The St. Helena Lower Dam, like all municipally owned dams in the state, is regulated under the jurisdiction of the State Water Resources Divisions of Safety of Dam (DSOD). DSOD regularly inspects St. Helena Lower Dam as well as Bell Canyon Dam and keeps extensive records on both facilities. Under the regulatory program, DSOD has presented a number of concerns to the City of St. Helena for approximately over the last 10 years. Concerns include the stability of the St. Helena Lower Dam during a seismic event. **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** As such the DSOD has restricted the amount of water storage capacity the City is permitted to store in the Lower York Creek Reservoir and directed the city to perform a geotechnical analysis. If the city continues to , not address DSOD's concerns, they can further restrict storage capacity and levy other requirements on the City if necessary. (Emphasis added.)

An additional July 2016 staff report in support of a $150,000 addition to the Kleinfelder contact which emphasized the danger of the dam and uncertainty of the present condition:

> **DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure.** … The contingencies provide insurance to the Project that will allow staff to navigate changing conditions if unpredicted field conditions or other issues arise during the project. Not having a contingency budget could cause the Project drilling to be halted if changing conditions arise in the field … Postponing or not addressing the required work will result in restrictions to the capacity of the City's reservoir, and possible fines from regulators. For these reasons, City Staff recommends City Council approve the First Amendment augmenting Kleinfelder Incorporated's Professional Services Agreement. (Emphasis added)

In short, the representation that the Bell Canyon Dam is in dire need of structural repair to prevent failure is *prima facie* false. There is no such evidence. The St. Helena Lower Dam ***is*** in a potentially catastrophic condition, but nothing is being done or proposed to remediate it.

While the City has represented to the Department of Water Resources that it is operating the St. Helena Lower Dam at reduced capacity until sufficient funds can be

secured for removal, that representation is also false. The maximum storage may have been reduced[1], but there are no present plans for the removal of this potentially deadly dam, only deferred plans for its maintenance.

The council cannot shelter behind its usual shield of ignorance. On June 13, 2023, council deferred any rehabilitation of the Lower Reservoir in 2026/27, and even then, it assigned a budget of only $50,000. (See City of St. Helena, Agenda 12.1, *Water 5 Year Capital improvements Program*) This is a trivial sum considering the problem and risks, and completely contradictory to the concurrent representation to the Water Board that the City is seeking funds to remove the dam.

The 2017 Kleinfelder report was last seen by the City Council in May 2023, when a decision was made to ignore public trust impacts of the dam's operation and enter into a five-year water contract with Spring Mountain Vineyards to supply water at a fraction of the cost paid by City residents. There is no public record of any efforts made to secure funds for dam removal.

In short, staff has misrepresented the Bell Canyon Dam to be in the dangerous condition of the St. Helena Lower dam so as to obtain funds for the benefit of the Bell Canyon dam which is in satisfactory condition, and as a consequence, leave the dangerous Lower York dam unfunded and unrepaired. This is a shocking disregard of the duty of candor on the part of a public employees, and a callous disregard of the potential risk to human life. By this series of misrepresentations, the City Council is intentionally putting its residents' lives at risk.

2. Staff has misrepresented the contribution of Bell Canyon Reservoir to the City's water supply.

Staff has grossly misrepresented the contribution of the Bell Canyon Reservoir to the City's water needs. "The Bell Canyon Dam is part of the City's critical infrastructure, as it provides 80% of the supplied potable water for the City of St. Helena." This statement is

[1] The City's ability to control the water level in the Lower Dam have on occasion been overwhelmed by heavy rain events that have exceeded the ability to discharge flows downstream.

false, contradicted both by other statements both within and external to the Agenda Report.

In November 2021 the City wrote to the State Water Resources Control Board seeking permission to store early rain. Although obviously intending to emphasize the importance of the reservoir to the total water supply, the City's report of the contribution of Bell Canyon is 30% less than asserted in the Agenda Report:

> The City submits these petitions due to severe drought conditions and low storage levels. As of September 31, 2021, Bell Canyon Reservoir, which has historical served nearly 50% of the City's water demand, had depleted to 28% capacity. With 25% of the reservoir's capacity reserved for fire suppression support, only 3% of its capacity, or less than 100 acre-feet of water, remained for municipal use in the City's service area.

Further, at Agenda Report page 137, again contradicting the 80% representation, it is reported that the historical contributions of the different sources of the city's water supply have been:

Table 1
Water Production
Fiscal Years 2018-19 through 2022-23 (Acre Feet)

Fiscal Year	Surface Water (Bell Canyon Reservoir)	Groundwater Wells	City of Napa Interconnection	Total
2022-23	401	283	562	1,246
2021-22	379	466	393	1,238
2020-21	601	576	487	1,664
2019-20	702	363	625	1,690
2018-19	836	240	612	1,688

Source: City of St. Helena

The actual contribution of Bell Canyon reservoir to the total has been: 2022-23 - 32%; 2021-22 – 31%; 2020-21 – 36%; 2019-20 – 41%; 2018-19 – 49%, or *on average one half of the assertion of staff.*

3. Staff representations of the relative costs of water production are unsupported by facts and *prima facie* unbelievable.

At page 136 of the Agenda Report representation is made of the relative costs of production of water from the three sources available to the City of St. Helena:

> Use of the surface water from its Bell Canyon Reservoir is by far the least expensive to supply (averaging approximately $0.46/hundred cubic feet (HCF) in Fiscal Year 2023-24), while the groundwater wells ($6.00/HCF in Fiscal Year 2023-24) and City of Napa water ($6.86/HCF in Fiscal Year 2023-24) are considerably higher. The three supply costs are factored into the City's new rate structure for the Water System, as described herein.

While the staff report is bulked with numerous estimates of future capital expenditures and anticipated revenues, there is no statement of the actual historical costs of operating the Bell Canyon Reservoir and Louis Stella water treatment facility. The reader is asked to accept on faith the summary representations made by staff, which considering the foregoing is much more than should be asked.

The public deserves to know the economic and other consequences of years of outside contractor operation of the Louis Stralla treatment plant, and of thoughtless operations and maintenance, which has resulted in payroll costs approximately three times greater than market rate for staff. Clearly the cost of operation has changed during the subject five-year window, but there is no evidence of how, or by how much.

Finally, it is represented by the city that critical operating data is not available to the public as it is retained within a proprietary data base owned and controlled by a private contractor. In essence, the city has intentionally circumvented the Public Records Act by hiding its data in private hands, and now it seeks funding to continue this unlawful conduct. This cannot be tolerated.

Conclusion

The above captioned agenda items are based on inadequate and false data and must be rejected without hesitation. That is not to deny the potential needs of the Bell Canyon reservoir, or the City of St. Helena water system in general, but it is axiomatic that falsehoods multiply and require further falsehoods to sustain them, leading to a

complete loss of trust and credibility. Consider the implication of continuing down this path.

Further, we urge the City of St. Helena to recognize and plan immediate remediation of the serious risk to its citizens from the St. Helena Lower Dam. Finally, Water Audit respectfully submits that the City of St. Helena call to account all staff persons responsible for this disgraceful presentation.

Respectfully,



William McKinnon
General Counsel
Direct Dial: 530.575.5335

Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	May 28, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration and proposed approval of a resolution directing staff to prepare a report to the City Council pursuant to California Elections Code Section 9212 analyzing the impacts and effects of the Noble House proposal titled, "St. Helena Agritourism Initiative."
RECOMMENDED ACTION:	Direct City staff to prepare a report on the proposed initiative analyzing the impacts enumerated in Elections Code Section 9212 and return to Council with the report at the June 25 Council meeting.
PREVIOUS COUNCIL ACTION:	April 9, 2024 - City Council discussion of 9212 Report
STATEMENT OF THE PURPOSE:	To direct City staff to prepare an Elections Code Section 9212 Report.
FINANCIAL IMPACT:	The cost of the report preparation will be influenced largely by the breadth and complexity of the topics that City Council wants included. Preparation of the report is expected to include staff time, which will impact other work priorities, and the use of consultants, which will result in hard costs, which is estimated to be less than $100,000. Based on the City Council's direction, staff will determine the costs for the preparation of the report and return to City Council to approve an allocation of funds, as determined necessary and appropriate.

BACKGROUND:

On March 12, 2024, Initiative proponents ("Noble House") filed with the City a Notice of Intent to Circulate Petition and a request that the City Attorney prepare a ballot title and summary. The City Attorney Office title and summary is an unbiased and neutral description that is to be used on the official ballot and other election materials, such as the petition that is currently being circulated for signatures.

The Initiative is included as Attachment 1 to this Staff Report. Noble House proponents have called the petition, St. Helena Agritourism Initiative (the "Initiative"). This Initiative seeks to adopt a new Winery and Planned Agritourism Overlay ("WPA Overlay"). The WPA Overlay can only be applied on up to 11 acres of large parcels in excess of 110-acres, located within City limits but outside the City's Urban Limit Line, with existing active agriculture and a winery, and served by an existing railroad line. If adopted, the

newly adopted WPA Overlay would apply to 11 acres of real property along the existing rail line located at 2800 Main Street, with mostly open, fallow acreage bordered by Deer Park Road.

The Noble House proposed Initiative would facilitate the development of an up to 56-room agritourism resort hotel, with a variety of public and visitor-serving amenities including meeting and event spaces, and an on-site spa and restaurant open to the public, including residents of St. Helena. The Initiative states it includes specific policies, development standards, and required environmental design features to ensure that the actions approved in the Initiative will require the project to proceed in an environmentally responsible manner and only as approved by the voters.

The proposed Initiative indicates project requirements include, but are not limited to: responsible water and wastewater plans, with a reliance on recycled water for non-potable and landscaping needs; ensuring that public access to the site is via Deer Park Road, in addition to the rail line, which will substantially minimize traffic related impacts; and a substantial commitment to the construction of new affordable workforce housing in the City of St. Helena.

Once sufficient valid signatures are gathered during the period of time prescribed by State law (as has been done in this instance), the Initiative is either placed on the ballot for consideration by voters, or the City Council approves the measure, as described in the Discussion section.

DISCUSSION:
On May 2, 2024, proponents filed the Initiative petition, consisting of 96 sections, bearing a total of 775 signatures to the City. The City Clerk has thirty (30) business days to examine the petition and determine if sufficient valid signatures have been collected to enable the petition to move forward.

On May 3, 2024, the City submitted to the Napa County Registrar of Voters the 775 signatures for signature verification.

On May 21, 2024, the Napa County Registrar of Voters certified a sufficient number of signatures has been obtained, qualifying the Initiative for the November 2024 ballot. A Certificate of Sufficiency of Initiative Petition is attached to this report as a receive, file, and accept the Certificate as valid in all respects (Attachment 2).

Since the Initiative has obtained the required number of signatures, today, the Council's options under California Elections Code sections 1405 and 9215 are as follows:

1. Adopt the Measure, without alteration, at this meeting, or within 10 days after. Under this scenario this Initiative will not be taken to the voters.
2. Submit the Measure to the voters at the "next regular municipal election" occurring at least 88 days later. For St. Helena, this is November 5, 2024.

3. Direct staff to prepare an impartial and informational report analyzing the impact of the Measure as noted below ("9212 Report" or "Report"). Staff must present the Report not later than 30 days after the City Clerk certifies to the Council that the petition is sufficient (by June 27, 2024). After receiving the report, the Council must select one of the three options above.

Elections Code 9212(a) authorizes the City Council to refer the Initiative measure to a city agency or agencies for a report regarding the Initiative's impact and effects ("Report") before the City Council either adopts the Initiative or orders an election. Election Code Section 9212 sets broad parameters for what the report may address, and provides that the report may examine the following items:

1. Its fiscal impact.
2. Its effects on the internal consistency of the City's General and Specific Plans, the consistency between Planning and Zoning, and the limitations on City actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
3. Its effects on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
4. Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.
5. Its impact on the community's ability to attract and retain businesses and employment.
6. Its impact on the uses of vacant parcels of land.
7. Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
8. Any other matters the legislative body requests to be in the report.

Based on staff's preliminary review of the Initiative and City Council feedback on April 9, 2024, staff recommends further consideration of the effects of the Initiative on all seven items listed in Elections Code Section 9212.

As Council is aware, the proponents of the Initiative has prepared an "Environmental Assessment" of the development proposed under the Initiative, which includes analysis of many of the items listed above. As part of the City's report, the City plans to conduct a peer review of the proponent's analysis, to consider whether the impacts are adequately addressed in the proponent's Environmental Assessment.

The Report must be presented to the City Council at a date set by the Council, no later than thirty (30) days after the City Clerk certifies the sufficiency of the petition. The attached Resolution allows presentation of the Report to the Council any time within the parameters set by state law.

It is anticipated the report will be presented to City Council on June 25, 2024 where at that time Council must either: (1) adopt the petition without alteration or (2) order an election.

ENVIRONMENTAL REVIEW:
The preparation of the 9212 Report is not a project under the California Environmental Quality Act.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1 - The St. Helena Agritourism Initiative - Proponent Kristine Raymond
Attachment 2 - City Clerk Certificate of Sufficiency of Petition
Attachment 3 - Resolution

NIELSEN MERKSAMER

NIELSEN MERKSAMER PARRINELLO GROSS & LEONI LLP

POLITICAL & GOVERNMENT LAW ADVOCACY LITIGATION

March 13, 2024

VIA HAND DELIVERY

Cindy Tzafopoulos, City Clerk
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: The St. Helena Agritourism Initiative

Dear Ms. Tzafopoulos:

For your immediate attention, enclosed please find the following documents relating to an initiative titled the St. Helena Agritourism Initiative (the "Initiative"):

- Notice of Intent to Circulate Petition (Elections Code § 9202);
- Text of the Initiative (Elections Code § 9202);
- Certifications regarding use of signatures (Elections Code § 9608);
- Initiative proponent's authorization for the Nielsen Merksamer law firm to handle the filing of the Initiative petition, as well as any related actions and/or correspondence with elections officials relating to the Initiative (Elections Code § 9210); and
- A check in the amount of $200 (Elections Code § 9202).

Pursuant to Elections Code section 9203(a), this letter shall serve as formal written request that a ballot title and summary of the measure be prepared by the City Attorney.

The name and address of the person proposing this measure (the "proponent") is Kristine ("Krisi") Raymond, 1985 Vineyard Ave., St. Helena, CA 94574.

Please do not hesitate to contact the undersigned or Hilary Gibson of my firm should you have any questions. Thank you for your assistance.

Very truly yours,

Sean P. Welch

SAN FRANCISCO BAY AREA
2350 KERNER BLVD, SUITE 250
SAN RAFAEL, CA 94901
T 415.389.6800 F 415.388.6874

SACRAMENTO
1415 L STREET, SUITE 1200
SACRAMENTO, CA 95814
T 916.446.6752 F 916.446.6106

NMGOVLAW.COM

Notice of Intent to Circulate Petition

Notice is hereby given by the person whose name appears hereon of her intention to circulate a petition within the City of St. Helena for the purpose of qualifying and enacting the St. Helena Agritourism Initiative (the "Initiative"). A statement of the reasons of the proposed action as contemplated in the petition is as follows:

A fiscal analysis commissioned by the City of St. Helena and presented to the City Council in 2023 determined that the City has limited financial resources to provide needed services and upgrades to meet community expectations. The City's Financing Civic Infrastructure Task Force previously concluded that new hotels within St. Helena City limits are essential to create new revenue streams to address the City's budgetary challenges and finance the City's many infrastructure needs, including new and improved City facilities, streets, and sidewalks.

The City's 2040 General Plan contemplates the possibility of developing hotel and other tourist-oriented uses in close proximity to the existing rail line running roughly parallel to Highway 29, which would further the City's goal of reducing the tourism industry's reliance on cars. It would also bring substantial new annual revenue to the City in the form of hotel and other taxes paid by visitors.

To facilitate these needs and goals in a responsible manner that protects our community, this Initiative adopts a new Winery and Planned Agritourism Overlay ("WPA Overlay"). The WPA Overlay can only be applied on up to 11 acres of large parcels in excess of 110-acres, located within City limits but outside of the City's Urban Limit Line, with existing active agriculture and a winery, and served by an existing railroad line. Along with conforming amendments to the City's General Plan, Zoning Map, and Municipal Code, the Initiative applies the newly adopted WPA Overlay to 11 acres of real property along the existing rail line located at 2800 Main Street, within mostly open, fallow acreage bordered by Deer Park Road.

The Initiative thereby facilitates the development of an up to 56-room agritourism resort hotel, with a variety of public and visitor-serving amenities including meeting and event spaces, and an on-site spa and restaurant open to the public, including residents of St. Helena. The Initiative also includes specific policies, development standards, and required environmental design features to ensure that the actions approved by this Initiative will require the project to proceed in an environmentally responsible manner and only as approved by the voters.

These project requirements include, but are not limited to: responsible water and wastewater plans, with a reliance on recycled water for non-potable and landscaping needs; ensuring that public access to the site is via Deer Park Road, in addition to the rail line, which will substantially minimize traffic related impacts; and a substantial commitment to the construction of new affordable workforce housing in the City.

Kristine ("Krisi") Raymond

SIGNED STATEMENT OF PROPONENT
(Elec. Code § 9608)

I, Kristine ("Krisi") Raymond, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.

Kristine Raymond

(Signature of Proponent)

Dated this 13th day of March, 2024.

AUTHORIZATION FOR COUNSEL TO HANDLE PETITION FILING
(Elec. Code § 9210)

I, Kristine ("Krisi") Raymond, as the proponent of the St. Helena Agritourism Initiative (the "Initiative"), hereby authorize my legal counsel, Sean P. Welch and Hilary J. Gibson of the Nielsen Merksamer law firm, to handle the filing of the Initiative for title and summary, filing of the Initiative petition, and any other actions and/or correspondence with your office, or any other elections officials, relating to the Initiative.

Kristine Raymond

(Signature of Proponent)

Dated this 13th day of March, 2024.

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

The people of the City of St. Helena do ordain as follows:

SECTION 1. Title.

This initiative measure shall be known and may be cited as the "St. Helena Agritourism Initiative" ("Initiative").

SECTION 2. Findings and Purpose.

A. Findings. The people of the City of St. Helena ("City") find and declare the following:

1. Located in the center of Napa Valley, the City has served from its inception as a rural agricultural center. It is also a hub for tourism, and hosts visitors from all over the world who come to experience the scenic vistas, world class wineries, and farm to table restaurants in Napa Valley's wine country.

2. Revenue generated by the tourism industry is essential to ensure that the City has sufficient general fund revenue to pay for critical City services and infrastructure projects, including new and improved City facilities, streets, and sidewalks.

3. A fiscal analysis commissioned by the City and provided to the City Council in 2023 determined that the City has "several unfunded or underfunded needs" and that the City is "currently struggling to provide services and meeting the expectations of the community." The report concluded that "The magnitude of the costs associated with the City's underfunded needs . . . will not be affordable without additional financial resources—in other words, the City will need some form of revenue enhancement in order to continue providing the levels of service the community expects while also addressing deteriorating capital assets."

4. The City's *Financing Civic Infrastructure Task Force* had previously determined that two new hotels within St. Helena city limits were essential to create new revenue streams to address the City's budgetary challenges and finance the City's many infrastructure needs.

5. The City's 2040 General Plan contemplates the possibility of developing hotel and other tourist-oriented uses in close proximity to the existing rail line running roughly parallel to Highway 29, which would further the City's goal of reducing the tourism industry's reliance on the automobile.

6. Accordingly, the people of the City of St. Helena desire to amend the City's General Plan, Zoning Map, and Municipal Code to facilitate the development of a 56-room maximum, world-class resort hotel and agrotourism facility on the existing rail line, subject to the limitations, policies, and standards set forth in this Initiative.

7. The new resort hotel will be located within a newly adopted Winery and Planned Agritourism Overlay ("WPA Overlay"), which can only be applied on up to 11 acres of large parcels in excess of 110-acres located within City limits but outside of the City's Urban Limit Line with existing active agriculture and a winery, and served by an existing railroad line.

8. Specifically, the new WPA Overlay will be applied to 11 acres of real property located at 2800 Main Street, with the resort located within mostly open, fallow acreage along Deer Park Road (the "WPA Property"). The larger approximately 140-acre winery site is bounded by Deer Park Road to the northwest, the Napa River to the northeast, and York Creek and an existing winery production facility to the southeast (the "Winery Property"). A map depicting the property subject to this Initiative is attached hereto for informational purposes as **Exhibit A**.

9. The Initiative would thereby facilitate the development of approximately 10.5 acres of currently mostly fallow ground on the Winery Property, including a one-acre landscape buffer. On-site facilities would include a maximum of 56 permitted guest

rooms, as well as a variety of public and visitor-serving amenities including meeting and event spaces, swimming pools, and an on-site spa and restaurant open to the public, including residents of St. Helena (the "Project").

10. The rail line running through the Winery Property would remain the northern terminus of the existing tourist train route and provide ease of access for both hotel and winery visitors and other passengers upon the resort's completion. Public access to the site will come from a future access drive off Deer Park Road, and from the existing train, which is intended to substantially minimize traffic related impacts. In addition, the Project will provide a minimum 8–foot wide paved bicycle and pedestrian trail open to the public, located along the existing rail line on the Winery Property, subject to approval by applicable agencies.

11. This Initiative also makes conforming amendments to the City's General Plan and Zoning Code to facilitate the development of the Project and secure the fiscal and other benefits described herein for the City's residents. The policies, development standards, and required environmental design features in this Initiative, as set forth in the new Winery and Planned Agritourism Overlay applied to the WPA Property, are intended to ensure that the actions approved by this Initiative will require the Project to proceed responsibly and only in the manner approved by the voters.

12. These Project requirements include, but are not limited to, responsible water and wastewater plans, with a reliance on recycled water for non-potable and landscaping needs, as well as a substantial commitment to the construction of new affordable workforce housing in the City.

13. Implementation of this Initiative will protect the public health, safety and welfare, and the quality of life for the people of the City of St. Helena.

B. Purpose. The people of the City of St. Helena declare that our purpose and intent in enacting this Initiative is to make amendments to the City's General Plan, Zoning Map, and Municipal Code to facilitate the development of a resort and agritourism facility on the WPA Property at the northern terminus of the existing Napa Valley train route.

SECTION 3. Amendments to the General Plan of the City of St. Helena

The General Plan of the City of St. Helena (General Plan Update 2040 (June 2019)) is hereby amended as follows (new language to be inserted into the General Plan is shown as underlined text and deletions shown in ~~strikethrough~~; text in regular type or **bold type** reflects the existing General Plan text and is provided for informational/reference purposes):

A. Land Use and Growth Management Element, Section 2.2, Community Development Framework, Community and Natural Resource Areas at Page 2-15 is hereby amended as follows:

Agriculture (AG). The AG land use designation includes agricultural and winery uses with restricted single family residential and public/quasi-public uses. This designation applies to large areas of the valley floor that surround the city's urban core. With the exception of hillside areas designated WW, all lands outside the Urban Limit Line are designated AG regardless of their size or actual use. Minimum parcel sizes for new parcels in AG areas range from 20 to 40 acres. However, wineries in AG land may utilize a small portion of onsite land for provision of affordable employee housing thus alleviating some of the low and moderate housing needs in the city, while simultaneously reducing commute traffic. Large parcels in excess of 110-acres with existing active agriculture and a winery located within the City limits but outside of the Urban Limit Line that are served by an existing railroad line may be designated with an agritourism overlay district allowing the parcel to utilize up to 11 acres for agritourism facilities with overnight accommodations ("Large Parcel Agritourism Facility").

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

B. Land Use and Growth Management Element, Section 2.5, Policies and Implementing Actions, Topic Area Growth Management at Page 2-30 is hereby amended as follows:

LU1.2 Allow urban development to occur only within the Urban Limit Line. Consider an exception for on-site employee housing on Agricultural lands. Urban services, such as sewer, water, and storm drainage, will only be extended to development within the Urban Limit Line. The Urban Limit Line may only expand when the amount of developable land within the Urban Limit Line is insufficient to implement the General Plan policies or when logical to include developed lands receiving urban services from the City. Expansion outside the Urban Limit Line should first be considered in Urban Reserve Areas. Expansion into other areas outside the Urban Limit Line should be considered only when the proposed land use is found to further the goals and long-term objectives of the City and does not result in adverse impacts to adjacent uses in either the urban or rural areas.

Development of a Large Parcel Agritourism Facility in an agritourism overlay district of up to 11 acres shall not be considered "urban development" for the purpose of this General Plan.

C. Land Use and Growth Management Element, Section 2.5, Policies and Implementing Actions, Topic Area Agricultural Uses at Page 2-42 is hereby amended as follows:

LU5.3 Strictly limit development on properties existing at the time of the adoption of this General Plan that are designated as agricultural land, except for Large Parcel Agritourism Facilities as permitted by an agritourism overlay district.

LU5.6 Permit wineries and other agricultural-related industries, including Large Parcel Agritourism Facilities, to locate in the city if their location does not adversely impact surroundings, uses, or city services (water, traffic, etc.) or the quality and character of the community.

D. Public Facilities and Services Element, Section 4.5, Policies and Implementing Actions, Topic Area Sewer at Pages 4-28 and 4-29 is hereby amended as follows:

PF2.2 Require the extension of the City sewer to areas that are dependent upon septic systems prior to approval of future growth in these areas.

Large Parcel Agritourism Facilities, as permitted by an agritourism overlay district, are not considered urban development, as further described in Policy LU 1.2 and Implementing Action PF2.C. Such development does not contemplate or require the extension of urban sewer services.

PF2.C Urban services such as sewer, water, and storm drainage will only be extended to development within the Urban Limit Line. Exceptions will be permitted when undue hardship can be demonstrated and when proposed improvements are not found to induce growth.

Large Parcel Agritourism Facilities, as permitted by an agritourism overlay district, are not considered urban development as contemplated by this General Plan and therefore such development does not contemplate or require the extension of municipal urban services such as sewer, water, and storm drainage, provided that wastewater treatment is provided by an on-property package water reclamation system sized for project serving flows in the form of a membrane bioreactor or similar system that is capable of providing tertiary level water quality treatment, and there is adequate water from existing on site wells to provide potable water; emergency systems water and irrigation water shall be supplied by recycled water and supplemented by on site wells as needed.

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

SECTION 4. Amendments to the City of St. Helena Zoning Map.

The voters hereby amend the City of St. Helena Zoning Map as follows:

1. To include a new Winery and Planned Agritourism Overlay (WPA) designation in the list of City of St. Helena Zoning Districts, as depicted in **Exhibit B** hereto; and

2. Adopt the Winery and Planned Agritourism Overlay (WPA) zoning overlay on the WPA Property subject to this Initiative, as depicted in **Exhibit B** hereto.

SECTION 5. Amendments and Additions to the City of St. Helena Municipal Code.

Title 17 ("Zoning Code"), Chapter 17.19 ("Community Agricultural and Natural Resource Zoning Districts"), Section 17.19.020 ("Use Regulations"), "Commercial Uses" subsection of "Table 17.19.020.A: Use Regulations – Community Agriculture and Natural Resource Zoning Districts," of the St. Helena Municipal Code is hereby amended as follows to add Winery and Planned Agritourism Overlay uses as a Permitted use in the Winery (W) Zone within the Winery and Planned Agritourism Overlay (additions shown in underline and deletions shown in ~~strikethrough~~; text in regular type, *italics*, or **bold type** reflects the existing Municipal Code text and is provided for informational/reference purposes):

Table 17.19.020.A: Use Regulations – Community Agriculture and Natural Resource Zoning Districts				
Use Classification	**A-20**	**W**	**WW**	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "-" = Use Not Allowed				
. . .				
Commercial Uses				
Animal Care and service				
Animal boarding facility/kennel	CUP	-	-	
Veterinary clinic	CUP	-	-	
Winery and Planned Agritourism Overlay uses	-	P	-	Only within the Winery and Planned Agritourism Overlay, see 17.21.060, Winery and Planned Agritourism Overlay
. . .				

A copy of St. Helena Municipal Code Chapter 17.19 is attached hereto as **Exhibit D** for informational purposes only.

Title 17 ("Zoning Code"), Chapter 17.21 ("Overlay Zoning Districts") of the St. Helena Municipal Code is hereby amended as follows (additions shown in underline and deletions shown in ~~strikethrough~~; text in regular type or **bold type** reflects the existing Municipal Code text and is provided for informational/reference purposes):

Chapter 17.21 Overlay Zoning Districts

Sections:

17.21.010 Flood Plain Overlay (FP)

17.21.020 Mobile Home Park Overlay (MHP)

17.21.030 Parking Exemption District (PED)

17.21.040 Historic Preservation Overlay (HP)

17.21.050 Planned Development Overlay (PD)

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

17.21.060 Winery and Planned Agritourism Overlay (WPA)

Overlay zoning districts are intended to provide for the regulation of properties with special or unique conditions and establish regulations which shall be in addition to those of the base zoning district. The Overlay designations set forth in this Title are as follows:

Table 17.21A: Overlay Zoning Districts

Abbreviation	Name
FP	Flood Plain Overlay
MHP	Mobile Home Park Overlay
PED	Parking Exemption District
HP	Historic Preservation Overlay
PD	Planned Development Overlay
WPA	Winery and Planned Agritourism Overlay

A new Section, 17.21.060, titled "Winery and Planned Agritourism Overlay (WPA)," is hereby added to Chapter 17.21 as follows:

17.21.060 Winery and Planned Agritourism Overlay (WPA)

A. Purpose. It is the purpose of the Winery and Planned Agritourism Overlay (WPA), when combined with an underlying Winery (W) Zoning District, to encourage high quality, innovative and creative agricultural based tourism development in the City outside of the Urban Limit Line. The WPA Overlay provides for the attraction of visitors with overnight accommodations on parcels within the agriculture general plan land use designation and Winery (W) Zoning designation in conjunction with agricultural, winery and winery-related uses. Large parcels in excess of 110-acres with existing active agriculture and a winery located within the City but outside of the Urban Limit Line and that are served by an existing railroad line may be designated with a WPA Overlay allowing the parcel to utilize up to 11 acres for agritourism with overnight accommodations. The WPA Overlay is intended to provide for the approval of development plans which serve public objectives more fully than development permitted under conventional zoning regulations. The WPA Overlay is consistent with the policies of the General Plan, as amended by the St. Helena Agritourism Initiative.

B. Permitted uses. The following are the permitted uses in the Winery and Planned Agritourism Overlay (WPA):

1. All uses permitted in the property's base zoning district;

2. Hotel, resort, or similar uses with transient overnight accommodations with no more than 56 guest rooms, served by an active railway line and located on a development site no larger than 11 acres on parcels 110 acres or larger in size with active winery or vineyard uses.

3. Uses accessory to hotel, resort, including but not limited to spa, restaurant, bar, up to 11,000 square feet for meeting rooms or related spaces, or similar uses, with transient overnight accommodations.

4. Train station or depot up to 2,500 square feet for passenger and guest use, if associated with a hotel or resort.

C. Conditional uses. Conditional uses as specified in the property's base zoning district require approval of a use permit as regulated by Section 17.05.020. Approval of a use permit is subject to finding the use consistent with the policies of the property's General Plan land use designation and the purpose of the WPA Overlay.

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

D. Design Review. Design Review shall not be required for uses permitted outright pursuant to Sections 17.21.060.B and E. Notwithstanding the foregoing, Design Review, conducted pursuant to Chapter 17.05, shall be required for new structures, buildings or exterior revisions (not including change in exterior color) to any existing structures or buildings that also require a conditional use permit pursuant to Section 17.21.060.C in the WPA Overlay, provided that no decision-making bodies or officials may use Design Review intentionally or inadvertently to prohibit, unduly restrict, or reduce uses, building types, number of maximum allowed units, density, or height of structures allowed in the WPA Overlay, or to require changes from or impose any conditions inconsistent with standards in this Chapter. All applications for Design Review for permitted uses in the WPA Overlay shall be limited to conformity with the standards in this Chapter. Design Review shall not be required for adjacent new construction meeting the requirements of Section 17.21.060(G)(6).

E. Accessory Uses, Buildings, and Structures. The following are types of accessory uses, buildings, and structures permitted in the WPA Overlay:

1. Restaurants, spas, meeting spaces, recreation areas, employee offices, equipment and maintenance areas, employee facilities, garages, carports, workshops, pools, pool houses, gazebos, patio covers, and other accessory buildings, structures, and similar uses associated with resorts and hotels;

2. Signs subject to the generally applicable provisions of Chapter 17.27;

3. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to the generally applicable provisions of Chapter 17.24.

F. Development Standards. Standards for lot area, building coverage, building height, setback requirements, minimum open space area, sign placement and design, off- street parking, landscaping, and screening for the proposed development within the WPA Overlay shall prevail over the development standards of the base district zoning of the property. No structure or improvement shall be constructed within the WPA Overlay except in compliance with the WPA Overlay. Each structure or improvement shall be constructed and maintained in substantial compliance with the WPA Overlay. The requirements in Table 17.21.060.F shall be observed in the WPA Overlay, except as otherwise provided in this Section.

Table 17.21.060.F Development Standards			
	Maximum Standards.		
	a.	Density	0.3 FAR
	b.	Height of buildings/ structures	45 feet
	c.	Building coverage	50 percent
	d.	Building Area (conditioned)	105,000 sf
	Minimum Standards.		
	a.	Lot width	300 feet
	b.	Front setback	100 feet
	c.	Side setback	10 feet
	d.	Rear setback	10 feet

1. **Design.** The design of the building and site shall substantially conform to all applicable development standards, requirements and Environmental Design Features in this Section; materials and colors shall be used in a manner that creates a visually cohesive design; roof

design, building massing, and building articulation treatments shall be applied on are all sides of the buildings; and shall be compatible with the character, including any historic considerations, of the site.

2. **Landscaping**. All setbacks must be landscaped with plant materials, adequately maintained in accordance with the generally applicable provisions of Chapter 17.25.

3. **Parking**. Parking for hotel use shall be a minimum of 77 parking spaces and may be provided on site or off-site on an adjoining parcel subject to a long-term joint-use parking agreement. Parking and loading shall comply with the generally applicable Parking Area and Access Design Standards in Section 17.26.050. Electric vehicle charging stations and EV-capable parking shall conform to Section 17.26.090, as required.

G. Other Uses, Standards, and Requirements.

1. **Wastewater**. Wastewater treatment provided by an on-property package water reclamation system sized for WPA project serving flows in the form of a membrane bioreactor or similar system that is capable of providing tertiary treated water quality treatment shall be allowed. Alternatively, wastewater services may be provided by municipal wastewater systems if permitted by the City.

2. **Water**. Potable water will be provided by existing on-site wells. Emergency systems water and irrigation water will be supplied by recycled water and supplemented by on site wells as needed. Alternatively, such water may be provided by municipal water systems if permitted by the City. The use of existing water wells within the City, including the maintenance, modification, or reconstruction thereof, for potable water, emergency systems water, and irrigation water not supplied through treated wastewater shall be allowed and shall not require a permit under Section 13.16.060.

3. **Retail**. Retail sales and food and drink facilities must be integrated with the overnight accommodations or winery visitor center, and no advertising or other exterior evidence of such use shall be visible from any public right-of-way.

4. **Other Uses, Capacity**. No use authorized under the provisions of this Chapter shall be permitted where use, occupancy, or patronage will exceed the capability of the site to provide off-street parking, waste disposal systems, and reasonable provisions for public safety consistent with the St. Helena Municipal Code.

5. **Workforce Housing.** An Applicant under this Section shall apply to the City for a permit to develop a minimum of fifty (50) units of rental workforce housing made available to rent at an affordable rent, adjusted for household size, to moderate income households on a separate legal parcel within the City Limits ("Workforce Housing Obligation"). If the City approves any of the Applicant's proposed Workforce Housing Obligation, the City shall not apply any otherwise applicable affordable housing impact fee to the Project in accordance with applicable City regulations as contained in Chapter 17.30 of the St. Helena Municipal Code, as may be amended from time to time. If the City approves the Workforce Housing Obligation prior to the certificate of occupancy on the Project, Applicant shall cause construction of its Workforce Housing Obligation within 24 months of the City's approval of the Workforce Housing Obligation. If the City fails to approve the Workforce Housing Obligation prior to the certificate of occupancy on the Project, Applicant shall make a payment for the purpose of furthering the City's affordable housing goals pursuant to the requirements of St. Helena Municipal Code Section 17.30.020, as may be amended from time to time, to be paid to the City prior to issuance of the certificate of occupancy for the Project as the Project's sole obligation to provide affordable or workforce housing.

6. **Environmental Design Features.**

a. In addition to the requirements of the WPA Overlay and the St. Helena Municipal Code, an approved WPA Overlay must include and incorporate Environmental Design Features

("EDFs") to ensure that development in the overlay area avoids or minimizes environmental effects with appropriate sensitivity to the land, its resources, and adjacent property, and remains in compliance with the California Building Code and other generally applicable state laws. The Project Applicant(s) or designee(s) under this Section shall implement all EDFs and the City shall implement a monitoring and enforcement program to ensure compliance. The monitoring and enforcement program shall be administered by the Community Development Director or their designee.

b. The EDFs required for the WPA Overlay adopted on the WPA Property subject to the St. Helena Agritourism Initiative ("Initiative") are set forth in Appendix 1, which is incorporated by reference herein; Appendix 1 attached to the Initiative as **Exhibit C**.

7. **WPA Overlay Controls.** In the event that any other provision of this Chapter 17.21 ("Overlay Zoning Districts") of Title 17 ("Zoning Code") or any other provisions of the St. Helena Municipal Code conflict with this Section 17.21.060, the provisions of this Section shall govern.

8. **Modifications.** Modifications to the standards of this Section may be approved pursuant to the generally applicable provisions of Section 17.11.010 ("Minor Modifications to Development Standards"), as may be amended from time to time.

H. Building Permits.

1. **Building Permit Required.** No person shall commence, authorize, or cause to be commenced any erecting, constructing, enlarging, altering, repairing, improvising, moving, or demolishing of any building or structure in the WPA Overlay without first obtaining a building permit for buildings or structures from the Chief Building Official.

2. **Height.** Height shall be measured from finished grade to midpoint of roofline. Maximum height limits specified in this Chapter shall not apply to rooftop features for the housing of elevators, other roof equipment used to operate and maintain a building, screens for such equipment, other features, such as spires, belfries, domes, chimneys and cupolas, flagpoles, water tanks and towers, aids to navigation, communications antenna and satellite dishes, and other structures or features which, in the opinion of the Community Development Director, are similar to the above types of features.

I. Required Application. Applications for development in the WPA Overlay shall be filed by the Project Applicant and must include the following to determine substantial conformance with this Section:

1. A map or maps showing:

   a. Topography of the land, contour intervals as required by the City;

   b. Proposed circulation system;

   c. Areas for proposed structures, uses, recreation areas, commercial uses, and other such areas;

   d. Off-street parking; and

   e. The location of the Workforce Housing Obligation;

2. General elevations or perspective drawing of all proposed buildings and structures;

3. Information demonstrating that:

   a. The development meets the standards of this Section;

b. The development is a high quality design;

c. Each phase (if any) of the development, as well as the development as a whole, can exist as an independent unit capable of creating an environment of sustained desirability and stability;

d. The development is planned in coordination and substantial compatibility with the WPA Overlay; and

e. That development has been designed to implement features consistent with this Section, including the required EDFs, to address potential impacts, including from traffic, wastewater treatment, water usage, and employee housing.

SECTION 6. Internal Consistency.

It is the intent of the people of the City of St. Helena that the amendments contained in Sections 3-5 of this Initiative be read and construed in full harmony with the rest of the General Plan of the City of St. Helena. To the extent that any other provisions of the St. Helena Municipal Code, or any other ordinances of the City may be inconsistent with this Initiative, the provisions of this Initiative shall govern.

SECTION 7. Implementation of this Initiative.

A. This Initiative is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City of St. Helena. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any City maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

B. Upon the effective date of this Initiative, the General Plan provisions of Section 3 of this Initiative are hereby inserted into the General Plan; except that if the four amendments of any mandatory element of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year. The City may reorganize, renumber, and/or reformat the General Plan provisions included in Section 3 of this Initiative, provided that the full text is inserted into the General Plan without alteration. The City may also reorganize, renumber, and/or reformat the Municipal Code provisions included in Section 5 of this Initiative, provided that the full text is inserted into the Municipal Code without alteration.

C. The General Plan in effect on the date of filing of the Notice of Intent to Circulate this Initiative ("Filing Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent, and compatible statement of policies for the City, any provision of any element of the General Plan that is adopted between the Filing Date and the effective date of the General Plan amendments adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the General Plan amendments adopted by this Initiative, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this Initiative and other elements of the General Plan.

SECTION 8. Effect of Other Measures on the Same Ballot.

To ensure that the intent of the voters is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with or take precedence over, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would regulate the use or development of properties subject to

this Initiative in any manner whatsoever that would frustrate the purpose and intent of this Initiative (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters' intent that only the measure which receives the greatest number of affirmative votes shall control in its entirety with respect to the future use and development of properties subject to this Initiative and said other measure or measures shall be rendered void and without any legal effect with respect to such properties. If this Initiative is prevented from going into effect by a Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law. Notwithstanding the foregoing provisions of this Section, in the event that both this Initiative and another measure(s) are adopted by the voters at the same election, but the two measures can be harmonized in a manner that permits this Initiative to be implemented upon its adoption without imposing any additional or inconsistent requirement(s) to properties subject to this Initiative (e.g., the other measure impacts only properties that are not subject to this Initiative because of their land use designation and/or zoning), then it is the voters' intent that both the other measure and this Initiative shall be given full force and effect regardless of which measure receives the greatest number of affirmative votes.

SECTION 9. Interpretation and Severability.

A. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of St. Helena indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

SECTION 10. Amendment.

The amendments to the St. Helena General Plan, Zoning Map, and Municipal Code set forth in Sections 3-5 of this Initiative may be amended or repealed only by a majority of the voters of the City voting in a regular election held in accordance with state law.

SECTION 11. Exhibit List.

Exhibit A: Map of the Property Subject to this Initiative (for informational purposes only)

Exhibit B: Amendments to City of St. Helena Zoning Map

Exhibit C: Appendix 1 to Section 17.21.060 of the St. Helena Municipal Code – Environmental Design Features ("EDFs") for the WPA Property Subject to this Initiative

Exhibit D: Copy of St. Helena Municipal Code Chapter 17.19 (for informational purposes only)

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

EXHIBIT A

Exhibit A depicts the property subject to this Initiative. Specifically, this Exhibit A depicts the location of 1) the approximately 140-acre winery site, which is bounded by Deer Park Road to the northwest, the Napa River to the northeast, and York Creek and an existing winery production facility to the southeast (the "Winery Property"); and 2) the location within the Winery Property of the 11 acres of real property, located at 2800 Main Street, to which the new WPA Overlay will be applied pursuant to this Initiative (the "WPA Property"). This Exhibit is attached for informational purposes only.

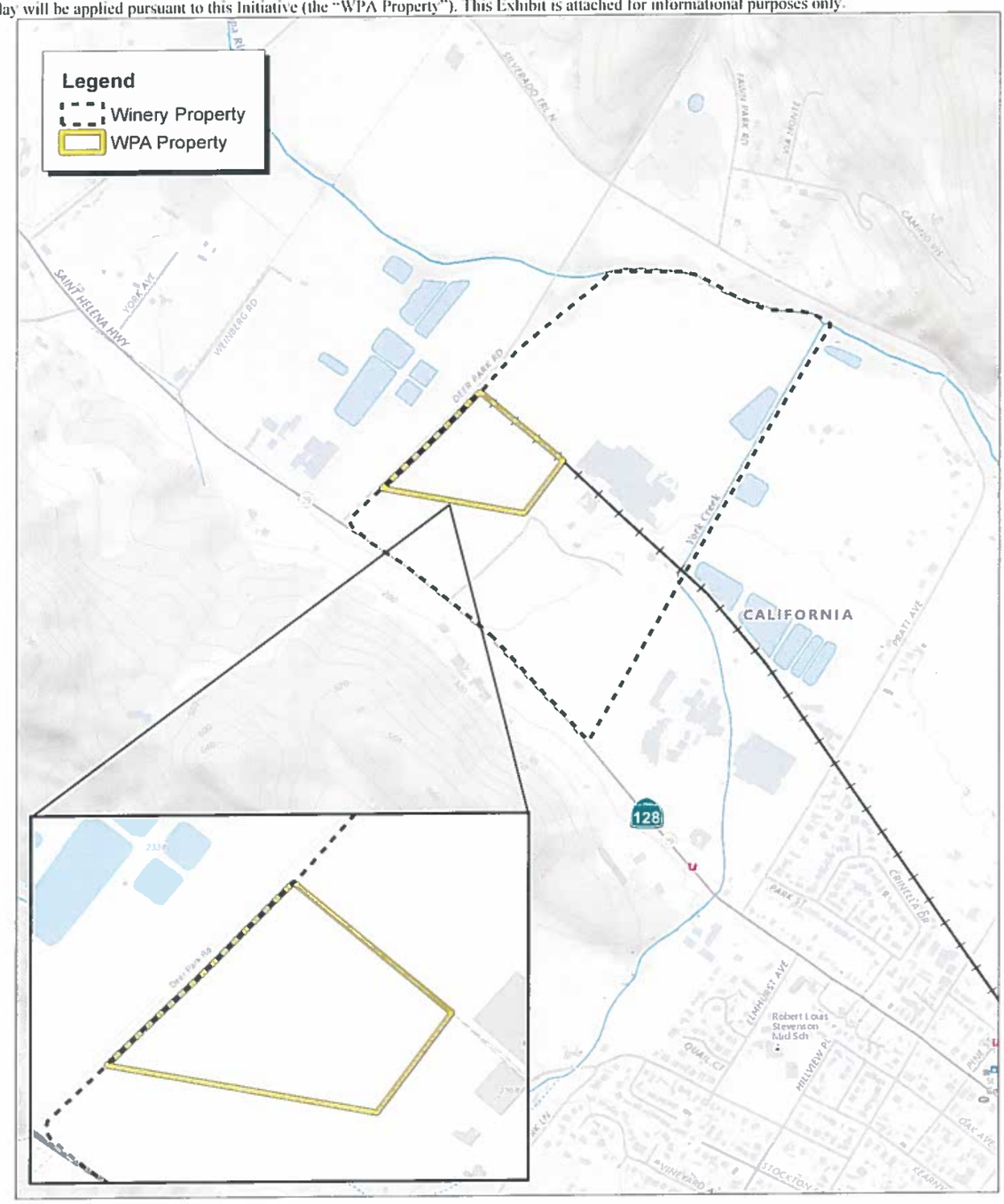


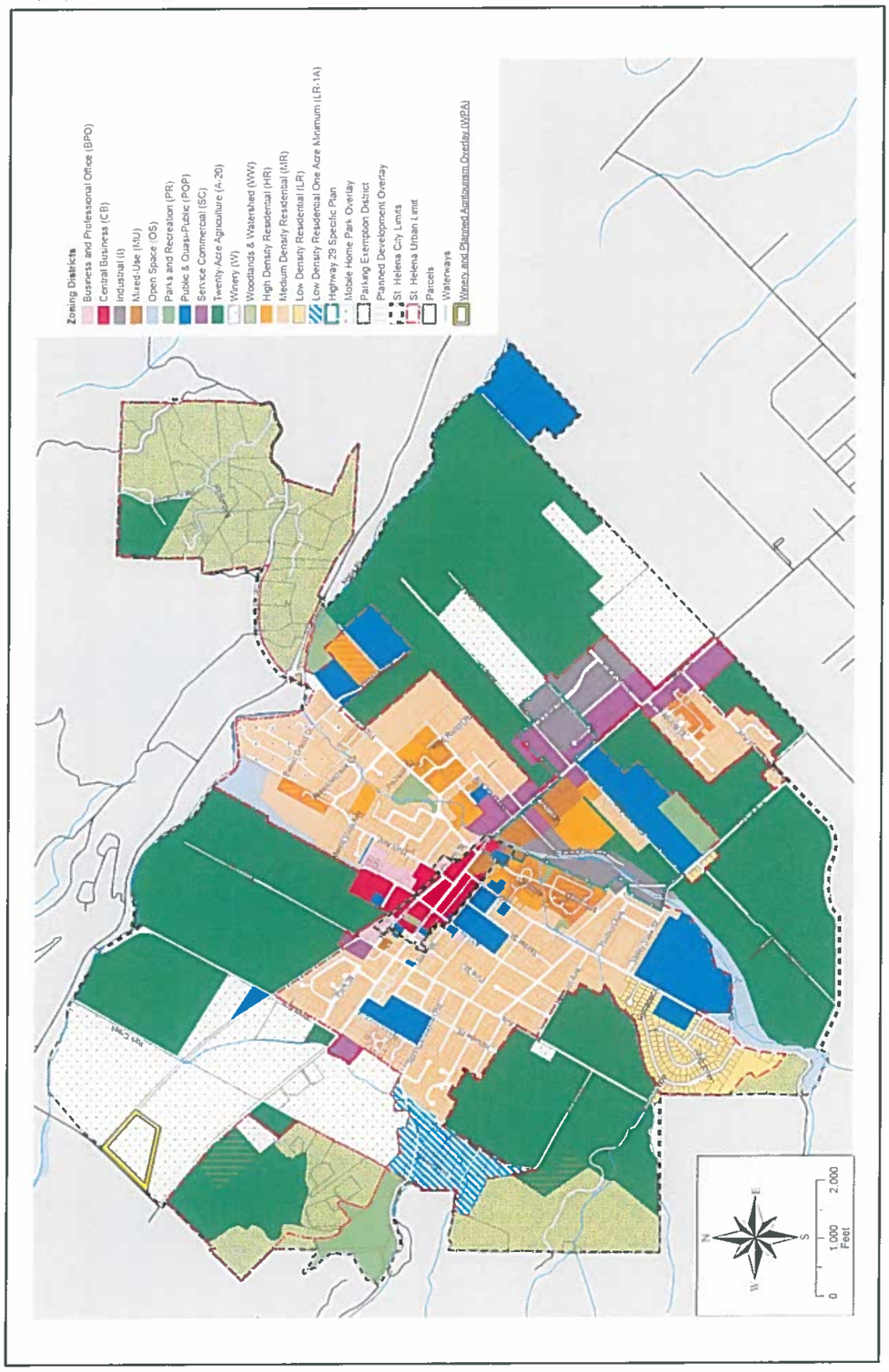
EXHIBIT A

A-1

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

EXHIBIT B

The Zoning Map of the City of St. Helena is hereby amended as depicted herein to 1) include a new Winery and Planned Agritourism Overlay (WPA) designation in the list of City of St. Helena Zoning Districts; and 2) adopt the Winery and Planned Agritourism Overlay (WPA) zoning overlay on the WPA Property subject to this Initiative.



INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

EXHIBIT C

Appendix 1 to Section 17.21.060 of the St. Helena Municipal Code -
Environmental Design Features for the WPA Property Subject to this Initiative

The following Environmental Design Features ("EDFs") are incorporated into the WPA Overlay added to the WPA Property pursuant to the St. Helena Agritourism Initiative (the "Initiative") to implement the goals and policies of the General Plan and this WPA Overlay. The applicant(s) or designee(s) (referred to herein as "Applicant") for any hotel, resort or similar uses developed in the WPA Overlay (referred to herein as "Project") shall implement the following EDFs as described below.

Environmental Design Feature	Timing
General	
1. A website shall be maintained to provide information on upcoming events at the Project.	Prior to Issuance of Certificate of Occupancy
2. The Project shall be in conformance with all applicable City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.	Prior to Issuance of Building Permit
3. All required fees, including planning fees, development impact fees, building fees, and St. Helena Unified School District fees for the Project shall be paid prior to issuance of a building permit except as expressly provided herein. Fees shall be those in effect at the time of the issuance of the building permit.	Prior to Issuance of Building Permit
4. Compliance with all EDFs shall occur in accordance with specific regulations but in all cases no later than prior to Project occupancy or initiation of use unless another time is set by law or by Section 17.21.060. Occupancy or final inspection of a Project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.	Prior to Issuance of Certificate of Occupancy
5. The Project shall be subject to the generally applicable requirements of, and all improvements shall be designed and constructed in accordance with, the most current version of legal requirements at the time of building or grading permit, such as the Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all applicable current federal, state and county codes governing such improvements.	Prior to Issuance of Certificate of Occupancy
6. The Applicant shall comply with the generally applicable building codes in effect at the time the Applicant applies for a building permit, and shall include all documentation listed on the City's building permit application checklist, as may be amended from time to time.	Prior to Issuance of Building Permit
7. The plans for Project construction shall include a checklist for compliance with the mandatory, generally applicable measures of the California Green Buildings Standards Code, as may be amended from time to time, with a reference on the checklist indicating where the mandatory measures can be found on the plans.	Prior to Issuance of Building Permit
8. Building permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application, provided that deferral of fire sprinkler design is not allowed.	Prior to Issuance of Building Permit
Aesthetics	
9. After completion of site grading, the slopes along Deer Park Road and the St. Helena Highway (CA-128 W/CA-29 N) shall be vegetated with a plant palette that is selected and planted appropriately based upon adaptability to the Project's climatic, geologic, environmental, and topographic conditions. All landscaping shall be maintained by the Applicant in good condition.	Prior to issuance of Certificate of Occupancy

10. Planted areas shall be irrigated with recycled water to the extent available and feasible.	Prior to issuance of Certificate of Occupancy
11. Accessory Project facilities such as trash bins, storage areas, etc., shall be screened from view from adjacent off-site residences to the extent feasible.	Prior to issuance of Building Permit
12. A minimum of 20% of the Property must remain maintained landscaping and shall be kept in a weed-free condition.	Prior to issuance of Certificate of Occupancy
13. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.	Prior to issuance of Certificate of Occupancy
14. The Applicant shall provide details of all proposed fencing, walls, and gates on all plans submitted, which shall comply with any applicable building standards.	Prior to issuance of Building Permit
Air Quality	
15. Prior to the issuance of a grading permit for a Project, the Applicant shall submit a grading plan for review and approval by the City Planning Division. The following specifications shall be included in a Construction Management Plan with the permit application(s) to reduce short-term air quality impacts attributable to the on-site and off-site construction activities: a. During all construction activities, all architectural coatings applied shall contain a low content of volatile organic compounds; b. All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. Equipment maintenance records shall be kept onsite and made available upon request by the City c. All material excavated, stockpiled, or graded (including unpaved areas and roads) shall be sufficiently watered to prevent fugitive dust from leaving property boundaries and causing a public nuisance or a violation of an ambient air standard; d. All onsite vehicles shall be limited to a speed of 25 miles per hour on unpaved roads; e. All land clearing, grading, earth-moving, or excavation activities on the Project site shall be suspended when sustained winds are expected to exceed 25 miles per hour; f. All trucks hauling dirt, sand, soil, or loose material shall be covered or shall maintain at least 2 feet of freeboard (i.e., minimum vertical distance between top of the load and the trailer) in accordance with the generally applicable requirements of the California Vehicle Code; g. Fossil fuel based off-road construction equipment and all construction vehicles shall be prohibited from idling for periods longer than 5 minutes when not in use; h. During Project construction, all construction equipment shall conform to applicable required state and federal emission standards. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than applicable required state and federal emission standards; i. During Project construction, electricity from power poles rather than temporary diesel- or gasoline-powered generators shall be used to the extent feasible; j. The Applicant shall prepare and implement a Construction Management Plan (CMP) for Project construction. Project construction contracts shall require compliance with the CMP. The CMP shall include, without limitation contractor contact information and responsibilities, typical construction hours, material storage and construction trailer locations, construction waste recycling program, construction equipment emissions requirements, dust control requirements, haul routes, any off-site construction parking plans, and construction traffic management plan (e.g., flag persons, signs); k. During Project construction, contractors shall implement fugitive dust control measures consistent with applicable Bay Area Air Quality Management District Regulations, as may be amended from time to time;	Prior to Issuance of Building Permit

l. Project Construction contractors shall be required to implement a recycling program for waste generated by demolition and construction activities to the extent feasible; m. Project construction deliveries shall be scheduled, to the extent feasible, during off-peak traffic periods to encourage the reduction of trips during the most congested periods.	
16. The Project shall incorporate various sustainable design elements and guidelines to promote energy efficiency and other conservation measures. The Project's sustainable design elements shall include, but are not limited to: a. Landscaping consistent with the generally applicable provisions of St Helena Municipal Code Chapter 17.25 xeriscape principles and site-specific plant materials. All landscaping shall be maintained by the Applicant in good condition; b. Irrigation with recycled water to the extent available and feasible; c. Recycling programs for construction-generated waste; d. Use of energy efficient lighting for streetlights, path lights, and other similar uses.	Prior to issuance of Certificate of Occupancy
17. The Applicant shall provide a tree protection plan prior to the issuance of a grading permit that shall include on the site plan the location of trees within the Project area and include a tree protection plan which shall be coordinated with any civil grading/drainage/improvement plans.	Prior to issuance of Grading Permit
Biological Resources	
18. Prior to issuance of a grading permit for Project work in or discharges to any federal and/or state jurisdictional waters, including wetlands, Applicant shall provide written evidence to the City of St. Helena that any applicable resource agency with jurisdiction has issued any required permits; such agencies may include U.S. Army Corps of Engineers (Corps), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), or any other applicable agency (e.g., California Department of Fish and Wildlife (CDFW)).	Prior to issuance of Grading Permit
19. Project construction activities shall prevent the unpermitted discharge of sediment and/or muddy, turbid, or silt-laden waters into any on-site wetlands and/or other receiving water bodies, including off-site adjacent drainage ditches located immediately to the north and east of the Project. Project construction shall comply with the following: a. A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared to address best management practices (BMPs) that will be used to prevent erosion and sediment loss within the Project site. BMPs such as silt fence, mulching and seeding, and straw wattles will be placed where needed to prevent sediment from leaving the site during construction. Permanent stormwater management in the form of planting, mulching, and paving will be placed to address erosion after construction. Once construction is complete, the SWPPP will no longer be in effect; b. Appropriate sediment control measures (e.g., silt fences, straw wattles) shall be in place prior to the onset of construction activities within waters of the United States and/or State and in areas where there is a potential for surface runoff to drain into adjacent aquatic features and as required by the SWPPP; c. Sediment control measures shall be monitored and maintained until construction activities have ceased; d. Temporary stockpiling of excavated or imported material shall be placed as far away from any waters of the United States and/or State as practicable. Excess soil shall be used on site or disposed of at a regional landfill or other appropriate facility. Stockpiles that are to remain on the site through the wet season shall be protected to prevent erosion (e.g., silt fences, straw bales) as required in the SWPPP; e. All waters of the United States and/or State temporarily impacted by construction activities shall be restored and revegetated, as close as practicable, to preconstruction contours and conditions; f. Construction fencing shall be installed along the edges of the work zone adjacent to waters of the United States and/or State outside the construction area. All work and stockpiling of materials shall be confined to the Project disturbance area.	Prior to issuance of Grading Permit

20. Birds, including but not limited to raptors such as white-tailed kite: If feasible, vegetation removal and/or construction shall be conducted between September 1 and January 31. If vegetation removal and/or construction activities is to occur during the nesting season (February 1 through August 31), a qualified biologist shall conduct a preconstruction survey no more than seven days before vegetation removal or construction activities begin. If an active nest is found, a non-disturbance buffer shall be established for a distance of 500 feet around the nest unless a smaller buffer zone is approved by CDFW. Construction may resume once the young birds have left the nest or as approved by the qualified biologist.	Prior to issuance of Grading Permit
21. Bats, including pallid bats: If feasible, vegetation removal and/or construction shall be conducted between August 16 and March 31. If vegetation removal and/or construction activities is to occur during the roosting season (April 1 through August 15), a qualified biologist shall conduct a preconstruction survey no more than seven days before vegetation removal or construction activities begin. If an active roost is found, a non-disturbance buffer shall be established for a distance of 500 feet around the nest unless a smaller buffer zone is approved by CDFW. Construction may resume once the young have left the nest or as approved by the qualified biologist.	Prior to issuance of Grading Permit
Cultural Resources	
22. Prior to the issuance of a building permit, Applicant shall have a qualified architectural historian conduct and prepare viewshed and site analysis to demonstrate the Project design compatibility of the new adjacent and/or related new construction to any properties listed and/or eligible for the National Register of Historic Places, California Register of Historical Resources, and/or potentially eligible as a State Historical Landmark and Point of Historical Interest. That analysis shall demonstrate that: a. New adjacent or related new construction by the Project to any properties listed and/or eligible for the National Register of Historic Places, California Register of Historical Resources, or potentially eligible as a State Historical Landmark and Point of Historical Interest will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired; b. The Project will avoid excavations or regrading of land adjacent to any historic building which could cause the historic foundation to settle, shift, or fail, or which could destroy significant archeological resources; c. Design of the Project's adjacent new construction to historic buildings will be compatible with the historic character of the site and preserves the historic relationship between the building or buildings and the landscape; d. New construction on or near the historic building site will avoid being visually incompatible in terms of size, scale, design, material, or color, which destroys historic relationships on the site, or which damages or destroys important landscape features, but will be differentiated from the historic building or buildings; e. Adjacent new buildings on a historic property or on an adjacent site will avoid being much larger than a historic building in close proximity, and avoid new buildings or groups of buildings that are not compatible with the character of the historic building; f. For development or redevelopment on a site that contains any structures over 45 years old, require a records search of the California Historical Resources Information System at the Northwest Information Center (NWIC) to determine the presence of historic resources. As warranted by the results of the records search, the Applicant shall also provide a historical significance assessment of structures over 45 years.	Prior to issuance of Building Permit
23. Any applicable California State Department of Parks and Recreation forms for historic resources shall be produced and submitted to the California Historic Resources Information System (CHRIS) to document current conditions of any historical resource prior to removal of any rows of the vineyard from the historic era.	Prior to issuance of Building Permit
24. The Project shall rehabilitate any sections of existing rail for the adjacent train track that has fallen into disrepair on the Project site and applicable California State Department of Parks and Recreation forms for historic	Prior to issuance of Building Permit

resources shall be produced and submitted to the California Historic Resources Information System (CHRIS) to document the condition of the existing rail for the train resource before any Project construction begins.	
25. Applicant shall send letters of information about the Project to local historical societies that may have an interest in the history of the Project property, as appropriate.	Prior to issuance of Building Permit
26. Prior to issuance of a grading permit, a qualified archeologist shall prepare an Archaeological Treatment, Testing, and Curation Plan to assess of the potential presence of archaeological, paleontological and tribal cultural resources, including a site survey and a records search of the California Historical Resources Information System at the Northwest Information Center (NWIC). If warranted by the results of the assessment, the qualified archeologist shall then prepare a Cultural Resources Monitoring Plan (CRMP) in consultation with a Tribal Representative that will include protocols, as appropriate, for Workers Environmental Awareness training, on site cultural resources monitoring, Tribal monitoring, and procedures for treatment of additional cultural resources identified during ground disturbing activities associated with the Project. The CRMP shall include, at minimum, a plan the following items to be implemented before ground-disturbing or construction activities can resume for any resources found to be historical resources: a. A determination of the approximate volumetric quantity of archaeological deposit disturbed by all construction related earthmoving activities including grading, foundations, utility trenching and excavation for pools; b. Provisions for recovery of a minimum of ten percent (10%) sample of the intact cultural deposit within the area of the archaeological site impacted by the proposed Project. The actual quantity of the three percent sample of the cultural deposit shall be determined based upon the engineering data regarding volumetric quantity to native soils. Location of the mitigation excavation units shall be determined by an archeologist based upon final construction plans as well as consultation with the Project representatives; c. Monitoring of grading and excavations by a qualified archeologist; d. Provision for recovery for any significant cultural materials unearthed during construction excavation; e. Preparation of a final archaeological report at the completion of construction, describing all significant findings and submittal to the City, including whether these resources may require assessment for listing on the National Register of Historic Places; f. Preparation and submittal of an update to the existing site records and any applicable California State Department of Parks and Recreation forms for historic resources forms; g. Consultation with the local tribes (the Mishewal-Wappo Tribe and other tribes as appropriate based on consultation with the Native American Heritage Commission) regarding this Project.	Prior to issuance of Grading Permit
27. If human remains are discovered, all work within 100 feet of the remains shall immediately cease, and the Napa County Coroner's office shall be notified. If the coroner determines that the remains are Native American, the coroner shall notify the Native American Heritage Commission (NAHC) to identify the most likely descendant. The Project Applicant, under the direction of the City, and in consideration of recommendations from the most likely descendant, shall prepare a plan for treatment and reinternment of the remains. In the event that the most likely descendant cannot reach an agreement with the property owner for these activities even after mediation by the NAHC, the Applicant shall reinter the remains where they will not be subject to further disturbance, record the location with the NAHC and the Northeast Information Center, and work with the City to establish a zoning designation or easement at the location to protect the remains against future discovery or damage. Per the conditions in the CRMP, work shall halt within the vicinity of the find until the appropriate treatment measures have been completed.	Prior to issuance of Grading Permit and during construction
28. Should any paleontological resources be encountered during ground disturbing activities, all such activities shall halt within a 100-foot radius of the discovery, a qualified paleontologist shall be contacted to determine the nature of the find, evaluate its significance, and if necessary, implement preservation or removal methods.	Prior to issuance of Grading Permit and during construction

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Energy	
29. Prior to issuance of a final occupancy permit, the Applicant shall demonstrate the Project's compliance with the following measures to the City Planning Division: a. Parking lot lights mounted and arranged efficiently to minimize energy compared to a greater number of fixtures at lower heights without increasing impacts on adjacent properties The use of LED lamps to provide a higher level of perceived brightness with less energy than other lamps; b. The implementation of reflective cool roof material (SRI of 16 or greater); c. High efficiency HVAC units with high-efficiency ducted systems; d. Photo sensor and time clock-controlled parking lot and exterior lights. e. The use of high-efficiency light source and ballasts (LED) and bi-level switching for fluorescent fixtures are used; f. Energy efficient Transformers; g. The use of variable speed motors make-up air units, booster pumps and air side and/or water side economizers; h. All electric utility service meters shall be a smart meter or equivalent advanced metering device, if allowed by the utility provider; i. All toilets, urinals, sinks, showers and other water fixtures installed on-site shall be as required by California's Green Building Code, as may be amended from time to time.	Prior to Issuance of Certificate of Occupancy
30. The Applicant shall implement the following emissions reduction measures: a. Utilize energy-efficient appliances, such as Energy Star-certified (or equivalent) water heaters, to reduce energy consumption and emissions; b. Utilize automated controls for air conditioners and lighting to reduce electricity consumption and associated emissions.	Prior to issuance of Building Permit
31. Serving or packaging to-go food materials in non-biodegradable polystyrene (i.e. Styrofoam/plastic foam) materials shall be prohibited.	Prior to operation of the Resort
Floodplain	
32. No new structures or fill that results in any increase in flood levels during the occurrence of the base flood discharge shall be developed within the Federal Emergency Management Association (FEMA) Floodway.	Prior to issuance of Building Permit
33. In accordance with the City of St Helena Municipal Code Section 15.52.150, the Project shall accommodate a Design Flood Elevation (DFE) of 18 inches above the Base Flood Elevation (BFE).	Prior to issuance of Building Permit
34. Any building structure below the Design Flood Elevation (DFE) shall be watertight with walls substantially impermeable to the passage of water, having structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy, and be certified by a registered civil engineer.	Prior to issuance of Building Permit
Geology and Soils	
35. The Applicant shall comply with site-specific recommendations set forth in site-specific engineering geology and soils investigation/geotechnical reports. The geology and geotechnical reports shall include site-specific studies and analyses for potential geologic and/or geotechnical hazards at the site. Geotechnical reports shall address the design of pilings, foundations, walls below grade, retaining walls, shoring, subgrade preparation for floor slab support, paving, earthwork methodologies, and dewatering, where applicable. Geology and geotechnical reports may be prepared separately or together and signed and stamped by a Professional Geologist or Professional Engineer licensed in the State of California.	Prior to issuance of Building Permit
36. During Project construction earthwork and grading activities, geotechnical observation shall be performed by the Project geotechnical engineer.	During construction
37. The grading plans provided by the Applicant for review shall include the existing topography shown with contour lines labeled at one-foot intervals and extending a minimum of 100-feet beyond the limits of the site, or sufficient distance to indicate impacts on adjacent properties.	Prior to Issuance of Grading Permit

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

38. The Applicant shall construct all on and offsite improvements in accordance with the improvement plans and supporting calculations that are prepared by a registered civil engineer and reviewed by the City of St. Helena Public Works Department. The improvement plans and supporting calculations shall include detailed designs for all utilities, water, grading, drainage, erosion control and paving.	Prior to Issuance of Grading Permit
Hazardous Materials	
39. Prior to issuance of grading permits, shallow soils samples shall be taken on-site to determine the location of any contaminated soils on the site with concentrations above generally established applicable worker safety thresholds.	Prior to Issuance of Grading Permit
40. Any soils with residual agricultural chemicals exceeding the generally applicable screening levels for commercial uses, or hazardous waste limits shall be characterized, removed, and disposed of off-site at a licensed hazardous materials disposal site.	Prior to Issuance of Building Permit
41. All hazardous materials measures shall be printed on all construction documents, contracts, and Project plans prior to issuance of grading permits.	Prior to Issuance of Grading Permit
42. If contaminated soils are found in concentrations above established thresholds, a Site Management Plan (SMP) shall be prepared and implemented by the Applicant (as outlined below) and any contaminated soils found in concentrations above established thresholds shall be removed and disposed of according to applicable requirements and regulations. The SMP shall be prepared by a qualified hazardous materials consultant and provided to the City with grading permit applications. The SMP shall include: a. Management practices for handling contaminated soil or other materials if encountered during construction or cleanup activities and measures to minimize dust generation, stormwater runoff, and tracking of soil off-site; b. Preliminary Remediation Goals (PRGs) for environmental contaminants of concern to evaluate the site conditions following SMP implementation; c. A Health and Safety Plan (HSP) for each contractor working at the site that addresses the safety and health hazards of each phase of site operations that includes the requirements and procedures for employee protection. The HSP will also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction.	Prior to Issuance of Grading Permit
43. Cleanup and remediation activities on the site prior to building construction shall be conducted in accordance with the SMP.	Prior to Issuance of Building Permit
44. All measures shall be printed on all construction documents, contracts, and Project plans prior to issuance of grading permits.	Prior to Issuance of Building Permit
45. Project construction activities shall comply with all generally applicable federal Occupational Safety and Health Administration Safety (OSHA) and California General Industry Safety Orders and Health Standards.	Prior to issuance of Building Permit
46. Hazardous materials, if any, associated with Project construction shall be located and stored in compliance with applicable federal, state, and local requirements. Response procedures for spills and leaks of hazardous materials, if any, shall be established in compliance with applicable federal, state, and local requirements.	Prior to issuance of Building Permit
Noise	
47. Project construction contractors shall be required to provide a Noise Management Plan to reduce construction noise at any offsite residences to the extent feasible, and shall implement the Noise Management Plan for construction activities.	Prior to issuance of Grading Permit
48. The noise management plan shall include the following requirements: a. Outdoor parking lot sweeping activities associated with the Project generally shall be limited to the daytime hours between 7:00 a.m. and 10:00 p.m.;	Prior to issuance of Grading Permit

b. Construction activity, including all outdoor loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, or similar objects in such a manner as to cause a noise disturbance to residential uses shall be limited to the daytime hours between 7:00 a.m. and 10:00 p.m.; c. Noise-generating equipment operated at the Property shall be equipped with noise control devices to the extent reasonably available (i.e., mufflers, intake silencers, lagging, and/or engine enclosures). All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated. Pile drivers used within 1,500 feet of off-site residences shall be equipped with noise control measures to reduce sound energy emissions associated with pile driving (e.g., use of noise attenuation shields or shrouds). Holes for piles will be pre-drilled to the extent feasible; d. Haul routes shall avoid noise-sensitive land uses to the extent feasible; e. Staging areas and construction material storage areas shall be located away from adjacent residences.	
Population and Housing	
49. Prior to the issuance of a building permit, Applicant shall apply to the City for a permit to develop a minimum of fifty (50) units of rental workforce housing made available to rent at an affordable rent, adjusted for household size, to moderate income households on a separate legal parcel within the City Limits (Workforce Housing Obligation). If the City approves any of the Applicant's proposed Workforce Housing Obligation, the City shall not apply any otherwise applicable affordable housing impact fee to the Project in accordance with applicable City regulations as contained in Chapter 17.30 of the St. Helena Municipal Code, as may be amended from time to time. If the City approves the workforce rental housing prior to the certificate of occupancy on the Project, Applicant shall cause construction of its Workforce Housing Obligation within 24 months of the City's approval of the Workforce Housing Obligation. If the City fails to approve the Workforce Housing Obligation prior to the certificate of occupancy on the Project, Applicant shall make a payment for the purpose of furthering the City's affordable housing goals pursuant to the requirements of St. Helena Municipal Code Section 17.30.020, as may be amended from time to time, for the Project to be paid to the City prior to issuance of the certificate of occupancy for the Project as the Project's sole obligation to provide affordable or workforce housing.	Prior to issuance of Building Permit; Prior to Issuance of Certificate of Occupancy
Public Services	
50. Project water lines and hydrants shall be sized and located so as to meet the fire flow requirements established by the Fire Department.	Prior to issuance of Building Permit
51. Prior to construction, building plans shall be submitted to the Fire Department for review. Based on such review, any additional fire safety requirements shall be implemented to the satisfaction of the Fire Department.	Prior to issuance of Building Permit
52. During construction, adequate ingress/egress access points shall be provided for emergency response in compliance with the requirements of the Fire Department.	Prior to issuance of Building Permit
53. Clearly marked, durable, source sorted recycling bins shall be conveniently located within the Property unless the Property is under contract with a vendor to sort waste.	Prior to issuance of Building Permit
54. The Applicant or its designee shall be responsible for meeting with the Building Official, Fire Inspector and/or Public Works Department to review compliance with Building Codes, Fire Codes, and applicable Public Works Standards.	Prior to Issuance of Building Permit
55. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.	Prior to Issuance of Building Permit
56. Prior to issuance of a certificate of occupancy, trash areas, dumpsters and recycling containers shall be enclosed and roofed per applicable standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off	Prior to Issuance of Certificate of Occupancy

during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system or alternative treatment system. An area drain connected to the sanitary sewer or alternative treatment system shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.	
57. Prior to Certificate of Occupancy, the Applicant shall repair all public improvements that are damaged by the construction process in accordance with the City's generally applicable Water/Sewer/Street/Storm Drain/Sidewalk Standards, as may be amended from time to time.	Prior to Issuance of Certificate of Occupancy
58. Plans submitted for building permit shall exhibit compliance with the then current St. Helena Fire Code, as required bySt. Helena Municipal Code Chapter 15.36, as may be amended from time to time.	Prior to Issuance of Building Permit
59. Fire sprinklers and fire hydrants shall be installed as required by Fire Code and the Fire Department.	Prior to Issuance of Certificate of Occupancy
60. One hour minimum fire-resistant construction on all exterior walls within 10' of property boundary is required. Fire resistant construction of interior walls shall be determined by type of occupancy.	Prior to Issuance of Building Permit
Transportation	
61. To encourage the use of alternative modes of transportation, the Applicant shall provide employee bicycle racks for no less than six bicycles.	Prior to Issuance of Certificate of Occupancy
62. To encourage the use of alternative fueled transportation, the Applicant shall install electric vehicle recharging stations at the Project site as required by St. Helena Municipal Code Section 17.26.090, as may be amended from time to time.	Prior to Issuance of Certificate of Occupancy
63. Preferential parking spaces shall be provided for low emission vehicles, including alternative-fuel vehicles, hybrid vehicles that qualify for freeway carpool lanes, and van pools.	Prior to Issuance of Certificate of Occupancy
64. During construction, a Construction Traffic Management Plan (CTMP) shall be prepared and implemented so as to reduce traffic impacts to adjacent residential neighborhoods, or pedestrian and vehicular impediment or interference due to construction traffic. The CTMP shall be attached to all construction contracts and shall include: a. procedures for roadway closures or traffic detours; b. haul routes; c. required protective devices and warning signs; d. locations of construction worker parking lots; e. construction vehicle staging shall be configured to reduce traffic interference and the need for lane closures.	Prior to issuance of Grading Permit
65. At the Applicant's expense, the southbound approach at Deer Park Road and entrance to the Project shall be improved to include a left-turn lane and a through lane, within the existing right-of-way.	Prior to operation of the Resort
66. A Transportation Demand Management program shall be prepared and implemented by the Applicant to encourage Project employees and patrons to reduce vehicular traffic on the street and freeway system during the most congested time periods of the day and to further reduce Vehicle Miles Traveled (VMT) and to support the City's trip reduction and climate policies. The Transportation Demand Management program may include but not be limited to the following: a. Bicycle and pedestrian-friendly environment (i.e., established and clear pedestrian networks, intersections, and built environments); b. Bicycle amenities, including bicycle parking (4 long-term spaces and 6 short term spaces minimum); c. Rideshare/carpool/vanpool promotion and support; d. Education and information on alternative transportation modes, including railway as available, via the Resort operator website; e. Discounted employee transit passes;	Prior to operation of the Resort

f. Designate a Transportation Demand Management (TDM) coordinator to establish programs to ensure VMT by guests and employees are reduced, including, but not limited to, employee car and vanpooling, employer-sponsored transit passes, bicycle-sharing, showers, lockers, secure bike storage, and winery tours for guests with pickup and drop-off at the lodge.	
67. Prior to issuance of a Certificate of Occupancy, the Applicant shall provide no fewer than 25 courtesy bicycles for guests.	Prior to Issuance of Certificate of Occupancy
68. To preserve existing sight lines, any new signage, monuments, or other structures to be placed near the Project entrance shall be positioned outside of the vision triangles of a driver waiting on the Project access drive.	Prior to Issuance of Certificate of Occupancy
69. To minimize left turns onto SR 29 from Deer Park Road, Project signage shall be installed on the driveway directing drivers to use SR 29 to go north and Silverado Trail to go south.	Prior to Issuance of Certificate of Occupancy
70. In the event the City of St. Helena installs a traffic signal at SR 29/Deer Park Road, the Project Applicant shall pay its proportional share of the cost of the signal at the time the signal is constructed by the City.	Prior to Issuance of Certificate of Occupancy
71. In the event the County of Napa converts the existing traffic signal at Silverado Trail/Deer Park Road from flashing red operation to normal signal operation and changing the geometry on the westbound approach to a left-turn and through/right-turn lanes, the Applicant shall deposit funds with the County to cover the cost of the striping improvements to allow the County to implement this change at such time as it becomes necessary.	Prior to Issuance of Certificate of Occupancy
72. The Project shall cooperate, including by way of agreements, with the adjacent winery operator to ensure there is an adequate parking supply.	Prior to Issuance of Certificate of Occupancy
73. Prior to issuance of a Certificate of Occupancy, the Applicant shall pay traffic impact fees based on the City's Master Fee Schedule, and the fee will assume all square footage calculated at the lodging rate.	Prior to Issuance of Certificate of Occupancy
74. Prior to issuance of a building permit, the Applicant shall be required to obtain a City or other applicable encroachment permit for improvements on any public right-of-way.	Prior to Issuance of Building Permit
75. Prior to occupancy, Applicant shall construct, to the extent not previously constructed, a minimum 8–foot wide paved bicycle and pedestrian trail, which shall be open to the public, along the railway and within the property rights of the railway operator, between the Project site and Fulton Lane, provided that such obligation to construct is subject to issuance of any required permits, with reasonable and feasible conditions, from any federal and/or state agency with jurisdiction over construction affecting jurisdictional waters.	Prior to Issuance of Certificate of Occupancy
Utilities, Water, Water Quality and Wastewater	
76. Prior to the issuance of a Certificate of Occupancy, the Applicant shall underground on-site utility lines per the applicable requirements of the St. Helena Municipal Code. The cost of undergrounding shall be the responsibility of the Applicant. Due to the economic and engineering infeasibility of undergrounding any regional serving overhead power lines, any such existing lines may remain on overhead power poles.	Prior to Issuance of Certificate of Occupancy
77. Any new and modified existing water laterals, meters and backflow prevention devices shall be constructed in accordance with the generally applicable requirements of the City of St. Helena. Any new laterals shall be located perpendicular to the water main.	Prior to Issuance of Certificate of Occupancy
78. A Notice of Intent (NOI) shall be filed with the Regional Water Quality Control Board to comply with the statewide General Permit for Discharges of Storm Water Associated with Construction Activities (General Permit) and a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented for construction activities on the Property in accordance with applicable State requirements.	Prior to issuance of Building Permit

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

79. Potable water will be provided by existing on-site wells. Emergency systems water and irrigation water will be supplied by recycled water and supplemented by on site wells as needed. Alternatively, such water may be provided by municipal water systems if permitted by the City. The use of existing water wells within the City, including the maintenance, modification, or reconstruction thereof, for potable water, emergency systems water and irrigation water not supplied through recycled water shall be allowed and not require a permit under St. Helena Municipal Code Section 13.16.060.	Prior to issuance of Building Permit
80. Prior to the issuance of a building permit, Applicant shall have a qualified hydrogeologist prepare a groundwater report describing how the Project's use of existing groundwater well(s) on the Winery Property will not have a material adverse impact on the water production capability of the City. The groundwater report shall demonstrate: a. The Project well(s) are more than 1500 feet on average from the City wells for potable water; b. The Project well(s) are more than 500 feet from the Napa River; c. The Project with existing groundwater uses on the Winery Property will not annually exceed 0.3 acre-ft/acre of groundwater extraction from the Project well(s); d. Recycled water will be generated through onsite water reclamation to maximize supply of non-potable water; e. Project groundwater demands do not exceed the capacity of on-site well(s); f. Well water extracted for use in the proposed development will, after initial use, be captured, treated, and reused for non-potable demands on the Winery Property, and will contribute to groundwater recharge.	
81. The Project shall incorporate best practices for water conservation, which shall include the metering the water production/extraction and well water levels.	Prior to Issuance of Certificate of Occupancy; ongoing
82. Applicant shall obtain all necessary permits from local and state agencies for the nontransient community water system.	Prior to Issuance of Certificate of Occupancy, ongoing
83. If the City provides a municipal water system connection and Applicant elects to connect to the municipal water system in lieu of the groundwater well(s) prior to Grading Permit, the Applicant shall execute prior to Building Permit a Water Agreement with the City, and shall comply with all applicable policies, codes, and other requirements for the municipal water system connection.	Prior to issuance of Building Permit
84. A grading and drainage plan shall be prepared for the Project that includes a design that allows for a 100-year overland release. All graded building pads shall be above the 100-year overland release elevation.	Prior to Issuance of Certificate of Occupancy
85. Prior to issuance of a grading or building permit (whichever occurs first) a detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment best management practices (BMPs) shall be prepared by the Applicant's engineer and submitted for review approval by the City Engineer.	Prior to Issuance of Grading Permit or Building Permit
86. Prior to the issuance of a Certificate of Occupancy, a Post Construction Stormwater Operations and Maintenance Plan that provides a color-coded plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted by the Applicant's engineer for review and approval by the City Engineer. Once approved, the property owner shall comply with the Post Construction Stormwater Operations Maintenance Plan BMPs.	Prior to Issuance of Certificate of Occupancy
87. If proposed/new landscaping involves an area greater than 500 square feet or rehabilitation of more than 2,500 square feet, the proposed landscaping shall comply with water efficient landscape best practices that are at least as effective as the State's Model Water Efficient Landscape Ordinance (MWELO), to the extent MWELO does not generally apply to the Project. Compliance shall be demonstrated as part of the building permit submittal.	Prior to Issuance of Building Permit

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

88. Proposed separations between public water facilities and other utilities shall meet the minimum separations as specified by the generally applicable Department of Health and City of St. Helena Public Works Standards, as may be amended from time to time.	Prior to issuance of Building Permit
89. Wastewater treatment provided by an on-property package water reclamation system sized for WPA project serving flows in the form of a membrane bioreactor or similar system that is capable of providing tertiary treated water quality treatment shall be allowed. Alternatively, wastewater services may be provided by municipal wastewater systems if permitted by the City.	Prior to issuance of Building Permit
90. If the City provides a municipal wastewater system connection and Applicant elects to connect to the wastewater system in lieu of an on-property package water reclamation system prior to the issuance of a grading permit for the Project, the Applicant shall comply with all applicable policies, codes, and other requirements for the municipal wastewater system connection.	Prior to Issuance of Grading Permit
91. Prior to the issuance of building permit, Applicant shall provide a Wastewater Treatment Plant Plan and Design that contains the following information: a. Design of the treatment system that is compliant with applicable State and County code standards for domestic wastewater generated onsite from sinks, showers, toilet flushing, and winery process water that will be treated to high quality, tertiary standards onsite with a packaged treatment system operated by the Project. b. The Project shall provide a new package plant sized for both Project and the adjacent winery wastewater flows, providing tertiary level water quality treatment. c. The reclaimed water yielded from the treatment process shall be reused for non-potable demands within the Project, consisting of outdoor drip or spray irrigation and indoor flush fixtures. d. Excess treated water shall be available for the adjacent winery, which may use reclaimed water for washdown and tank cleaning or application to vineyards, and subject to all applicable State and County requirements and standards.	Prior to issuance of Building Permit
92. Where applicable, the Applicant shall be required to submit to the requirements for annual inspections of food/beverage service establishments and businesses that handle hazardous wastes for illicit stormwater discharges as required by the State National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges. The annual stormwater illicit discharge inspections are performed and invoiced by Napa County Department of Environmental Management.	Annually

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

EXHIBIT D

Chapter 17.19 Community Agricultural and Natural Resource Zoning Districts

Sections:

17.19.010 Purpose and Applicability
17.19.020 Use Regulations
17.19.030 Development Standards
17.19.040 Supplemental Standards

17.19.010 Purpose and Applicability

This Chapter protects existing resources while providing for a range of agricultural, residential, and community uses within the City's agricultural and natural resource areas. This Chapter establishes use regulations, development standards, and design standards for the Twenty-Acre Agriculture, Winery, and Woodlands and Watershed Zoning Districts as follows:

Twenty-Acre Agriculture (A-20). The A-20 Zone is intended to provide for agricultural and residential uses. The purpose of the A-20 District is to preserve agricultural land uses and provide for future orderly development as the urban limit line is adjusted to accommodate urban growth. This Zone restricts the density of residential use and stipulates the location and area of residential development to promote preservation of agricultural land use and reduce impacts to the provision of infrastructure as the urban area of the City expands. This Zone implements the Agriculture General Plan Land Use Designation.

Winery (W). The W Zone is intended to provide for winery and winery-related uses within the agriculture general plan land use designation. This Zone implements the Agriculture General Plan Land Use Designation.

Woodlands and Watershed (WW). The WW Zone is intended to allow residential development that is sensitive to the land and its varying capability for development. Development in the WW Zone carefully considers the community-wide implications of natural conditions and minimizes impacts on natural conditions. This Zone implements the Woodlands and Watershed General Plan Land Use Designation.

17.19.020 Use Regulations

Table 17.19.020.A: Use Regulations – Community Agriculture and Natural Resource Zoning Districts lists the uses permitted ("P"), permitted with a Minor Use Permit ("MUP"), and permitted with a Conditional Use Permit ("CUP") granted at a public hearing. The right-hand column provides references to additional regulations beyond those of the base zoning district development and design standards. Any projects that qualify for ministerial approval under state law will be processed ministerially as required by that state law.

EXHIBIT D
ATTACHED FOR INFORMATIONAL PURPOSES ONLY
D-1

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Table 17.19.020.A: Use Regulations – Community Agriculture and Natural Resource Zoning Districts				
Use Classification	***A-20***	***W***	***WW***	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				
Residential Uses				
Agricultural employee housing	P/CUP [1]	P/CUP [1]	—	
Single-family dwelling	P [2]	P [2]	P [2]	
Commercial Uses				
Animal care and service				
Animal boarding facility/kennel	CUP	—	—	
Veterinary clinic	CUP	—	—	
Industrial Uses				
Manufacturing, packaging and processing	—	CUP	—	
Tanks associated with winery uses	—	CUP [3]	—	
Warehousing, Wholesale, and Distribution	—	CUP	—	
Wine warehousing	—	CUP	—	
Transportation, Communications, and Utilities				
Public services, minor	MUP	MUP	MUP	
Solar energy systems	Sec. 17.22.240, Solar Energy Systems			
Telecommunication	Sec. 17.22.270, Wireless Telecommunications Facilities			
Agricultural and Extractive Uses				
Animal husbandry	P/CUP [4]	—	P [5]	
Community garden	P	P	P	Sec. 17.22.100, Community Garden
Cultivated agriculture	P/CUP [6]	P/CUP [6]	P/CUP [6]	
Processing of agricultural products primarily produced on the premises	CUP	CUP	—	
Wineries, large	—	CUP	—	
Accessory Uses – See also Sec. 17.22.020, Accessory Uses				
Accessory dwelling unit	Sec. 17.22.030, Accessory Dwelling Units			
Animal keeping	P	P	P	Sec. 17.22.060, Animal Keeping
Beekeeping	P	P	P	Sec. 17.22.070, Beekeeping

EXHIBIT D
ATTACHED FOR INFORMATIONAL PURPOSES ONLY
D-2

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Table 17.19.020.A: Use Regulations – Community Agriculture and Natural Resource Zoning Districts

Use Classification	A-20	W	WW	Additional Regulations
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				
Cottage food operations	P	P	P	Sec. 17.22.110, Cottage Food Operations
Garages, carports, workshops, pool houses, gazebos, patio covers, and other accessory buildings and structures	P [7]	P	CUP	Sec. 17.24.030, Accessory Buildings and Structures
Family day care, large	P	P	P	
Family day care, small	P	P	P	
Home occupations	P	—	CUP	Sec. 17.22.130, Home Occupations
Roadside stands	CUP	P/CUP [8]	—	
Swimming pools	P	P	P	
Tasting room affiliated with small winery	CUP	CUP	CUP	
Winery event center	—	CUP	—	
Winery, small	CUP	CUP	—	Sec. 17.22.230, Small Wineries
Winery visitor center	—	CUP	—	
Uses accessory to a winery enclosed within a building (e.g., offices, laboratories, equipment maintenance shops, employees' eating facilities, cooperage repair shops, wine storage tanks, scales, and boiler rooms)	—	P	—	
Uses and equipment accessory to a winery located outdoors	—	CUP [9]	—	

End Notes:

[1] Up to 36 beds in group quarters or 12 units or spaces designed for use by a single-family or household pursuant to California Health and Safety Code §§ 17021.6 are permitted. Otherwise, a CUP is required.

[2] On parcels over two acres in size, the single-family dwelling must be accessory to an agricultural use.

[3] If the new tanks increase wine production volume beyond what is established in an existing CUP or Certificate of Legal Non-Conforming Use, a new CUP is required. If there is no increase in wine production as a result of the proposed new tanks, no CUP is required. Design review is not required for new tanks placed indoors.

[4] Hog farms, dairies, commercial poultry farms, and egg ranches require a CUP.

[5] Horses and cattle are not permitted.

[6] CUP required for new uses within 30 feet of Napa River, York Creek, Sulphur Springs Creek and for new uses within Flood Plain Overlay (see Sec. 17.21.010, Flood Plain Overlay).

[7] Plumbing and cooking facilities are not permitted.

EXHIBIT D
ATTACHED FOR INFORMATIONAL PURPOSES ONLY
D-3

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Table 17.19.020.A: Use Regulations – Community Agriculture and Natural Resource Zoning Districts				
Use Classification	*A-20*	*W*	*WW*	Additional Regulations
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				

[8] CUP is required where the roadside stand exceeds 200 square feet.
[9] Any outdoor winery equipment or improvements proposed to be located within 400 feet of any R Zone or within 200 feet of State Highway 29, the Silverado Trail or Deer Park Road requires a CUP.

17.19.030 Development Standards

Table 17.19.030.B: Development Standards – Community Agriculture and Natural Resource Zoning Districts establishes the development standards for the Twenty-Acre Agriculture, Winery, and Woodlands and Watershed Zoning Districts. The numbers in each illustration refer to corresponding regulations in the table.

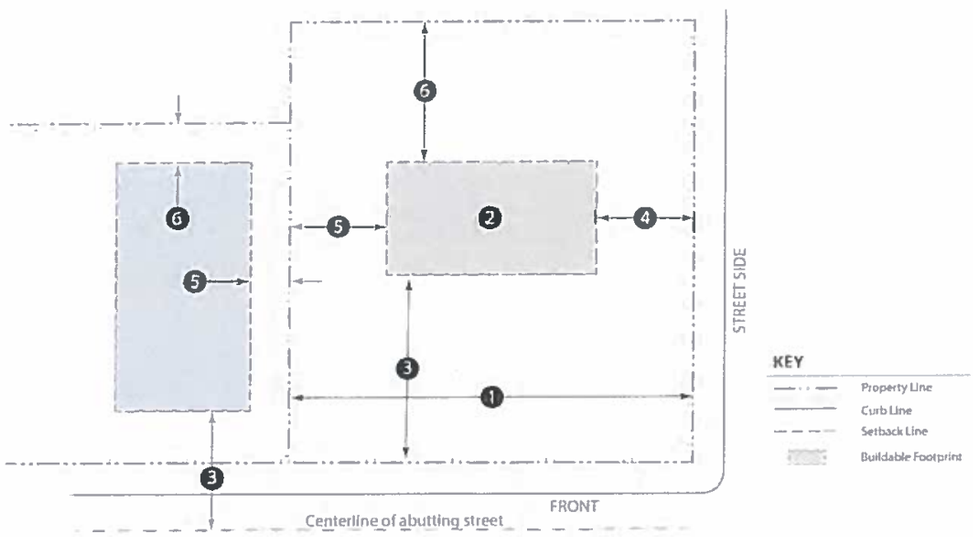


Table 17.19.030.B: Development Standards – Community Agriculture and Natural Resource Zoning Districts					
Standard	*A-20 lots 2 - ≤ 5 acres* [1]	*A-20 lots > 5 acres*	*W*	*WW*	Key
Density	Max. 1 unit/5 acres [2]	Max. 1 unit/5 acres [2]	Max. 1 unit per parcel [2]	Max. 1 unit per parcel [2]	
Lot Size					
Lot Area	Min. 20 acres	Min. 20 acres	Min. 20 acres	5 – 40 acres	
Lot Width	No min.	No min.	Min. 300 ft	20 – 200 ft	1

EXHIBIT D
ATTACHED FOR INFORMATIONAL PURPOSES ONLY
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INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Table 17.19.030.B: Development Standards – Community Agriculture and Natural Resource Zoning Districts

Standard	*A-20 lots 2 - ≤ 5 acres* [1]	*A-20 lots > 5 acres*	*W*	*WW*	Key
Max. Lot Coverage (includes accessory structures)	9,000 sf [3]	10,000 sf [3]	50%	10% or 20,000 sq ft, whichever is less	
Max. Ground Level Floor Area (excludes accessory structures)	4,500 sq ft	5,000 sq ft	none	none	2
Max. Second Story Floor Area	35% of the ground floor area	20% of the ground floor area	none	none	
Height					
Principal Structure	Max. 30 ft	Max. 30 ft	Max. 45 ft	Max. 35 ft above natural grade	
Accessory Structure [4]	Max. 20 ft; except for ADUs, refer to Section 17.22.030.E.9.	Max. 20 ft; except for ADUs, refer to Section 17.22.030.E.9.	none	none	
Setbacks					
Front Setback	Min. 50 ft, measured from the centerline of abutting street	Min. 50 ft, measured from the centerline of abutting street	Min. 100 ft	20-50 ft or 10% of lot depth, whichever is lesser	3
Street Side Setback	Min. 50 ft, measured from the centerline of abutting street	Min. 50 ft, measured from the centerline of abutting street	Min. 50 ft	20-50 ft or 10% of lot width, whichever is lesser	4
Interior Side Setback	Min. 20 ft	Min. 20 ft	Min. 50 ft	20-50 ft or 10% of lot width, whichever is lesser	5
Rear Setback	Min. 20 ft	Min. 20 ft	Min. 75 ft	20-50 ft or 10% of lot depth, whichever is lesser	6
Min. Setback from Abutting Waterway	Min. 50 ft from top of bank of Napa River				
	Min. 20 ft from top of bank of all other waterways				

Landscape and Open Space

EXHIBIT D
ATTACHED FOR INFORMATIONAL PURPOSES ONLY
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INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Table 17.19.030.B: Development Standards – Community Agriculture and Natural Resource Zoning Districts

Standard	*A-20 lots 2 - ≤ 5 acres* [1]	*A-20 lots > 5 acres*	*W*	*WW*	Key
Max. Paved/ Hardscaped Area	0.25 acre	0.5 acre	none	none	

End Notes:

[1] For all lots less than 2 acres in area refer to the development standards for the LR-1A zoning district in Table 17.16.030.B: Development Standards – Residential Zoning Districts.

[2] Density excludes agriculture employee housing.

[3] No more than 0.25 acres of any one parcel ≤ 5 acres (or 0.5 acres for parcels ≥ 5 acres) may be removed from potential, historical, or active agricultural use. All structures, driveways (except for a 16-foot wide driveway no greater than 2/3 the length of the parcel), parking areas, patios, pools, lawn areas, or other nonagricultural uses are included in the 0.25 acre or 0.5 acre respectively, maximum standard per parcel.

[4] The habitable space in accessory structures may not exceed 25% of the gross floor area of the primary structure.

17.19.040 Supplemental Standards

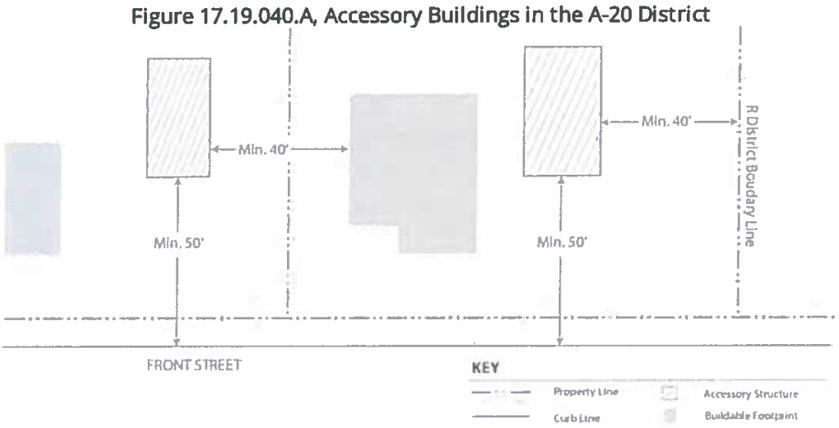
A. **General Standards.** All development is subject to the provisions of Part IV, Citywide Standards.

B. **Design in the A-20 Districts.**

1. ***Residential Design Standards.*** All residential development is subject to the standards of Section 17.16.040.A.

2. ***Accessory Buildings in the A-20 District.*** Barns, stables, chicken houses and similar accessory buildings must be placed not less than 50 feet from a street, nor less than 50 feet from any dwelling on an adjacent parcel or R District boundary line.

Figure 17.19.040.A, Accessory Buildings in the A-20 District



C. **Development in the W District.**

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ATTACHED FOR INFORMATIONAL PURPOSES ONLY
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INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

1. All wine storage tanks and surface winery waste treatment facilities shall be subject to the standards in Table 17.19.030.B: Development Standards – Community Agriculture and Natural Resource Zoning Districts.
2. No use authorized under the provisions of this Chapter shall be permitted where use, occupancy or patronage will exceed the capability of the site to provide off-street parking, waste disposal system and reasonable provisions for public safety.
3. Retail sales and food and drink facilities must be integrated with a visitor center, and no advertising or other exterior evidence of such use shall be visible from any public right-of-way.
4. Winery operations shall generate sound levels no greater than 55 decibels at any property line more than 10 percent of the time (L 10). "L 10" is the noise level at the property line that is exceeded 10 percent of the operating time.
5. Winery operations shall generate no discernible odors of sewerage or putrefying organic material origin, other than normal fermentation odors, at the property lines.
6. Bottling, warehousing and retail sales activities shall be conducted within structures specifically designated for such uses.

D. **Development in the WW District.**

1. All clearing and earthmoving must be conducted in compliance with an erosion control plan as prepared by a registered Civil Engineer and approved by the City Engineer.
2. No disturbance of definite or suspected landslides or soil creep areas is permitted, as identified on maps produced by United States Geological Survey (USGS) or on any other more detailed study prepared by properly credentialed professionals and reviewed by the City's Geotechnical Consultant.
3. No disturbance of, or development within, riparian areas within 100 feet of intermittent or perennial streams noted on USGS maps is permitted.
4. No earth movement on slopes in excess of 30 percent is permitted. An exception may be granted by the City Engineer for minor trenching and backfilling for the installation of utilities and for temporary, nongraded access for construction purposes where no trees or substantial vegetation will be removed and where the surface will be recontoured to previous condition and revegetated according to the erosion control plan. Applications for an exception must include submittal of a construction plan for the equipment to be installed, a plan for the maintenance of that equipment, a soils and slope stability analysis prepared by a Geotechnical Engineer, an erosion control plan pursuant to subsection D.1, and a revegetation plan, utilizing native plant species, for the area that will be disturbed by the earth movement. Prior to granting an exception, the City Engineer must find that the project does not have potential for creating significant erosion problems. A performance bond must be required and held by the City for one year after completion of the project to ensure that the recontouring and revegetation were properly installed.
5. No buildings (other than water tanks, which must be screened) may be constructed within 100 feet of the primary ridgeline on any parcel. The intent of this Section is to

EXHIBIT D
ATTACHED FOR INFORMATIONAL PURPOSES ONLY
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reduce the visual impact of buildings that would obscure public views of the most prominent ridgeline on each property, without precluding the opportunity of the property owner to site a building that could attain a view. In implementing this Section, the Planning Commission must adopt a finding that the approved plan balances the owner's interest in attaining a view against the City's interest in preventing the obstruction of scenic views.

6. Water and sewer systems will be constructed and maintained, at the applicant's expense, to meet such standard as may be adopted by ordinance of the City Council, or in the absence of such to the satisfaction of the City Engineer. If individual and/or private water and/or sewage systems are proposed, prior approval must be obtained from the Napa County department of environmental management.

7. The fuel loading within 50 feet of the building or building envelope must be maintained at a level not to exceed such standard as may be adopted by the City Council.

8. New roads/common drives/driveways must be maintained so as to guarantee all of the following:

   a. Safe two-way year-round passage of emergency vehicles, as defined in St. Helena Access Road Standards, as adopted by the City Council.

   b. Erosion from road cuts/fills must not exceed such standard as specified in an erosion control plan approved by Napa County Resource Conservation District, pursuant to ordinance adopted by the City Council, or in the absence of such, to the satisfaction of the City Engineer.

   c. Dust creation must be minimized and must not exceed such standard as may be adopted by ordinance of the City Council.

   d. Earth movement must not obstruct or obliterate circulation improvements.

   e. Grading must occur between April 1st and October 15th unless approved otherwise by the City Engineer.

9. Emergency vehicle access must be constructed and maintained, at the applicant's expense, to allow interconnection with nearby roads.

10. Roofing materials must be noncombustible. See the Fire Code for sprinkler and water supply requirements.

CERTIFICATE OF SUFFICIENCY OF PETITION

I, Cindy Tzafopoulos, City Clerk of the City of St. Helena, County of Napa, State of California, hereby certify that:

The petition entitled "St. Helena Agritourisim Initiative" was filed with the City Clerk Department on May 2, 2024.

That said petition consists of 96 sections;

That each section contains signatures purporting to be signatures of qualified electors of the City of St. Helena, California;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own information and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponents filed this petition and based on the County of Napa Registrar of Voters' Signature Verification Certificate I have determined the following facts regarding this petition:

1.	Total number of signatures filed by proponent raw count:	775
2.	Total number of signatures verified:	500
3.	Number of signatures found sufficient:	408
4.	Number of signatures found insufficient:	91
5.	Number of signatures insufficient because of Duplication:	1
6.	Total number of signatures required:	344

Based on the above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of St. Helena this 28th day of May, 2024.

Cindy Tzafopoulos, City Clerk
City of St. Helena

CLERKS CERTIFICATE TO INITIATIVE PETITION

I John Tuteur, Registrar of Voters of Napa County, State of California, hereby certify: that on May 3, 2024 the City of St Helena requested verification of the signatures on an initiative petition regarding Agritourism.

That each section contains signatures purporting to be the signatures of qualified electors of this county.

That attached to each section at the time it was delivered was an affidavit of the person who solicited the signatures containing the dates between which the purported qualified electors signed the petition.

That the affiant stated his or her own qualifications, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person.

That upon the request of the City Clerk of the City of St Helena, with whom the proponent filed this petition, we tabulated the number of valid signatures by examining the records of registration in the City of St Helena, current and in effect at the respective dates of such signing, to determine what number of qualified electors signed the petition, and from that examination it has been determined;

1.	Number of sections	96
2.	Number of unverified signatures filed (raw count)	775
3.	Number of signatures verified	500
	a. Number of signatures found **sufficient**	408
	b. Number of duplicate signatures	1

USING THE GUIDELINES SET FORTH BY THE CALIFORNIA SECRETARY OF STATE FOR CALCULATING SUFFICIENT SIGNATURES WHEN USING A RANDOM SAMPLE, I HAVE DETERMINED THAT THE PETITION HAS SUFFICIENT SIGNATURES TO QUALIFY FOR FURTHER ACTION BY THE CITY COUNCIL OF THE CITY OF ST HELENA PURSUANT TO CALIFORNIA ELECTION CODE 9237

In witness whereof, I have hereunto set my hand and affixed by official seal this 21st day of May, 2024.

(seal)

Seal Affixed

John Tuteur
County Clerk ex-officio Registrar of Voters

Signature Verification Calculations

Municipal Measures Submitted to Voters

EC Div. 9, Ch. 2, Art. 1 -- §§ 9200 et seq

Petition Title: The St Helena Agritourism Initiative

Initiative Petition Calculations

Number of Registered Voters in last ROR: EC 9210	3435
Total Signatures Submitted:	775
Signatures needed to qualify for election: 10% threshold -- EC 9215	344

The random sample shall include 500 signatures or 3% of those submitted, whichever is greater. EC 9115(a)

Number of signatures to verify:	500
Number of valid signatures:	408
Number of duplicate signatures:	1

SOS Signature Validation Formula

Factors	Description
A	Value of each signature
B	Penalty value for duplicate signature
C	Total value of all duplicate signatures
V	Adjusted number of valid signatures

Factor	Formula	
A	Total Signatures/signatures to verify = A	1.55
B	A x (A - 1) = B Penalty value for duplicate signatures	0.85
C	B x duplicate penalty value = C	0.85
V	Signatures submitted x (valid signatures in sample/sample size) = V	632
	V - C = Statiscally valid total	**632**

If the statistical sample is within 95% to 110% of the required number signatures, the elections official must verify ALL petition signatures. EC 9115(b)

Statistical total as percent of total needed: **183.86%**

Measure Qualifies for Election

Petition Result Breakdown

The St Helena Agritourism Initiative
The St Helena Agritourism Initiative

		Percent of Sigs Checked	Percent of Sample Size
Signatures Required	**344**		
Raw Count	**775**		
Sample Size	**500**		0.0 %
Sigs Checked	**500**		
Sigs Not Checked	**0**		
Sigs Valid	**408**	81.6 %	81.6 %
Sigs Invalid	**92**	18.4 %	18.4 %
Duplicated	1	0.2 %	0.2 %
Non-duplicate Invalids	91	18.0 %	18.2 %

RESULT ABBR	RESULT DESCRIPTION		
Approved	Approved	408	81.6 %
NotReg	Not Registered	41	8.2 %
OutOfDist	Out of District	33	6.6 %
Duplicate	Signed more than once	1	0.2 %
RegDiffAdd	Registered at a Different Address	17	3.4 %

STATISTICS SUMMARY	Value	% Raw	% Req
Pages Processed	96	100.0 %	
Total Checked	500	64.5 %	145.3 %
Uncorrected Valid	632	81.6 %	183.4 %
Duplicate Adjustment	1		
Estimated Valid	631	81.4 %	183.4 %

Min Required (95%): **326.8**
Min Required to pass Based on Sample (110%): **378.4**

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA DIRECTING CITY STAFF TO PREPARE A REPORT ON THE EFFECTS OF THE PROPOSED NOBLE HOUSE INITIATIVE ENTITLED, "ST. HELENA AGRITOURISM INITIATIVE" AND TO APPROPRIATE FUNDS AND STAFF TIME FOR THE PREPARATION OF THE REPORT.

WHEREAS, on March 13, 2024, the City Clerk for the City of St. Helena ("City") received a Notice of Intent to circulate an initiative petition ("Initiative") and a request for the City Attorney to prepare the official ballot title and summary; and

WHEREAS, the City Attorney prepared the official title and summary for the Initiative will provide it to the Initiative proponents; and

WHEREAS, on May 2, 2024, proponents filed the Initiative petition, consisting of 96 sections, bearing a total of 775 signatures to the City Clerk; and

WHEREAS, on May 3, 2024, the City submitted to the Napa County Registrar of Voters the 775 signatures for signature verification; and

WHEREAS, on May 21, 2024, the Napa County Registrar of Voters certified that a sufficient number of signatures has been obtained, qualifying the Initiative for the November 2024 ballot; and

WHEREAS, Elections Code Section 9212 authorizes the City Council to direct City staff to prepare a report on the impacts of the Initiative ("Report"), including seven specified types of impacts as well as on "any other matter" that the City Council requests to be included in the Report; and

WHEREAS, the City Council has determined that such a Report would provide valuable information about the Initiative to the Council and to all interested residents of the City; and

WHEREAS, the preparation of a Report is not a project under the California Environmental Quality Act, together with related State CEQA Guidelines (collectively, "CEQA") in that this is an administrative action which does not involve a direct or reasonably foreseeable indirect impact on the physical environment.

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 directs staff to:

a. Prepare a Report on the effects of the Initiative pursuant to Elections Code section 9212, addressing each of the impacts specific in subsection (a)(1)-(7), to the extent applicable, as well as any other items identified by the City Council at its meeting on May 28, 2024; and

b. Retain, at the direction of the City Manager, any consultants that the City Manager determines are necessary or appropriate to complete the Report; and

c. Authorize the City Manager to execute any agreement(s) necessary for the retention of consultants for the Report, including agreements which exceed the City Manager authority designated in the SHMC. Agreements exceeding City Manager authority will be ratified at a later Council Meeting date; and

d. Present the Report to the City Council no later than the latest date authorized by Elections Code section 9212(b), scheduled for June 25, 2024.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Paul Dohring: ____

Vice Mayor Eric Hall: ____

Council Member Anna Chouteau: ____

Council Member Patrick Kenealy: ____

Council Member Billy Summers: ____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

St. Helena Agritourism Initiative

May 28, 2024

Ethan Walsh, City Attorney

April Mitts, Assistant City Manager

St. Helena Agritourism Initiative

City Council Options

1. Adopt the Measure, without alteration, at this meeting, or within 10 days after
2. Submit the Measure to the voters in November 2024
3. Direct staff to prepare a 9212 Report
   - Will be brought back to City Council on June 25, 2024

St. Helena Agritourism Initiative

Process

- March 12, 2024 – Initiative proponents (“Noble House”) filed with the City an Intent to Circulate Petition
- May 2, 2024 – Noble House filed Petition
- May 21, 2024 – Napa County Register of Voters certified the initiative qualifies for the November 2024 ballot
- May 28, 2024 – City Council provides direction on 3 options

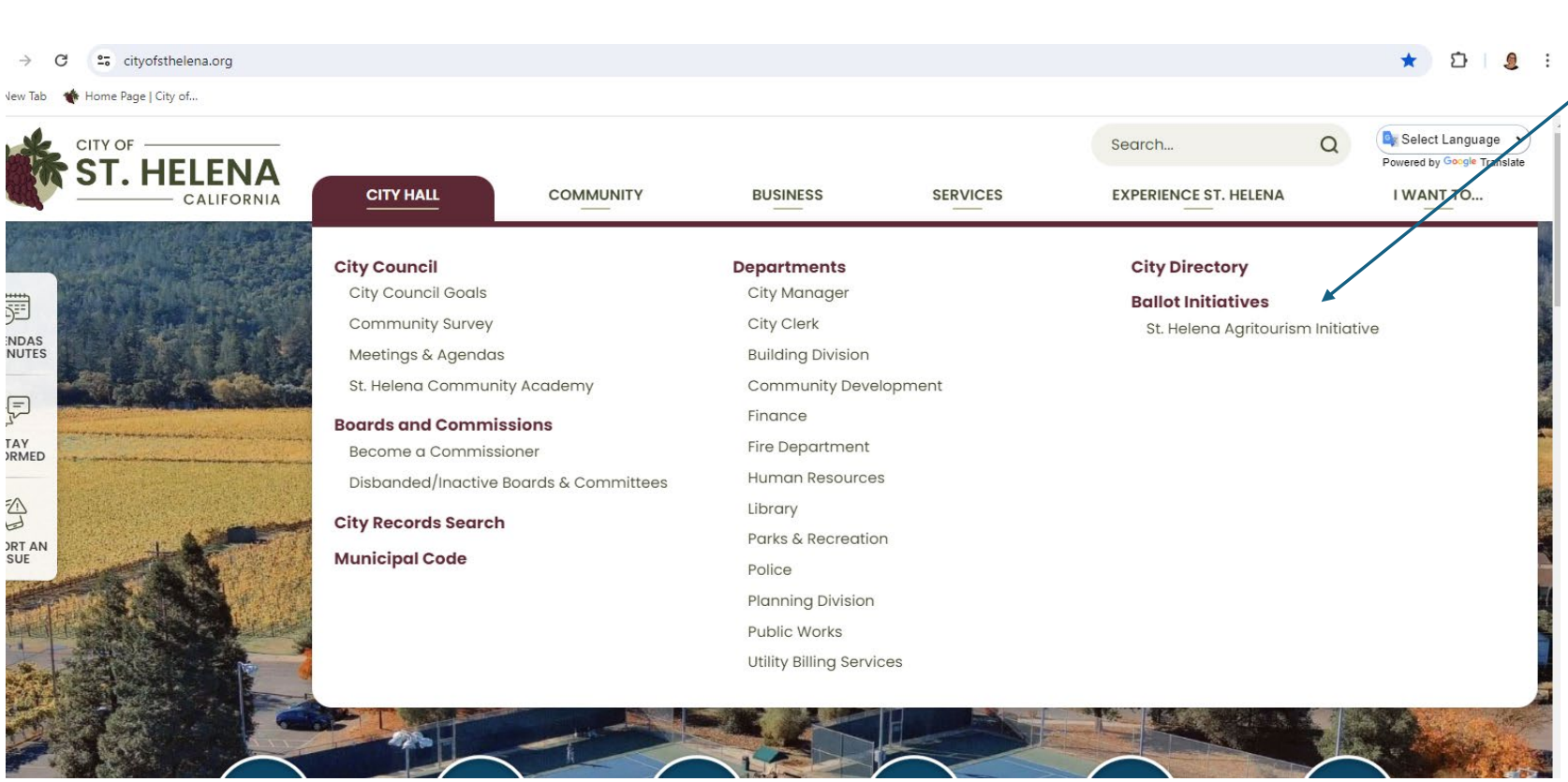
St. Helena Agritourism Initiative

9212 Report Contents

- Fiscal Impact
- Effects on the consistency of the City's General Plan and Specific Plans, Planning and Zoning
- Effects on the use of land, the impact on the availability and location of housing
- Impact on funding for infrastructure
- Impact on the ability to attract and retain businesses & employment
- Impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designed for revitalization
- Any other matters the legislative body requests to be in the report

St. Helena Agritourism Initiative

Documents Provided by Noble House
Available on the City's website at: https://www.cityofsthelena.org/705/St-Helena-Agritourism-Initiative



St. Helena Agritourism Initiative

Documents Provided by Noble House
Available on the City's website at: https://www.cityofsthelena.org/705/St-Helena-Agritourism-Initiative

Related Documents

- St Helena Resort Environmental Assessment - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix A - Agritourism Initiative - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix B - Fiscal Analysis - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix C - AQ Modeling Outputs - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix D - Biological Database Searches - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix E - Cultural Resources Supporting Information - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix F - Civil Engineering Report - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix G - Phase I ESA - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix H - Noise Calculation Sheets - May 2024 (PDF)
- St Helena Resort Environmental Assessment - Appendix I - Transportation Impact Study - May 2024 (PDF)
- Civil Engineering Project Description - May 2024 (PDF)
- St. Helena Resort - Economic and Fiscal Impact Analysis - April 2024 (PDF)
- Transportation Impact Study for the St. Helena Resort Project - April 2024 (PDF)

St. Helena Agritourism Initiative

City Council Options

1. Adopt the Measure, without alteration, at this meeting, or within 10 days after.
2. Submit the Measure to the voters in November 2024
3. Direct staff to prepare a 9212 Report
    - Will be brought back to City Council on June 25, 2024
        - At that point City Council will choose Option 1 or Option 2

m | r | wolfe
& associates, p.c.
attorneys-at-law

May 28, 2024

By Email

Members of the City Council
City of St. Helena
c/o City Clerk
1088 College Avenue
St. Helena, CA. 94574
cityclerk@cityofsthelena.org

Re: Preparation of Elections Code section 9212 report analyzing the impacts and effects of Noble House "St. Helena Agritourism Initiative" -- Agenda Item 14.1, May 28, 2024 Regular Meeting

Dear Members of the St. Helena City Council:

As you may recall, on April 8, 2024, we sent a letter to the City Council on behalf of Citizens for the General Plan ("CGP") requesting that the Council direct staff to prepare a report of the impacts and effects of the above-referenced Noble House-sponsored initiative measure, as authorized by Elections Code Section 9212 ("Section 9212 Report"), and to ensure that the Report included additional topics beyond those enumerated in the statute. A copy of our earlier letter is attached for reference. Specifically, we asked that the Section 9212 Report include a thorough examination of the following:

1. Applicability of Municipal Code prohibitions on using groundwater extracted for agricultural purposes for non-agricultural uses (SHMC § 13.16.080).

2. Whether as a matter of law the Initiative constitutes impermissible "spot zoning" that bestows superior development rights on one parcel than its surrounding properties.

3. Whether the resort proposed by the Initiative Measure constitutes "new development" as that term is defined and understood in the General Plan.

580 California Street | Suite 1200 | San Francisco CA 94104 | Tel 415.369.9400 | Fax 415.369.9405 | www.mrwolfeassociates.com

We respectfully reiterate this request and urge the Council to direct staff to include these additional topics in any forthcoming Report.

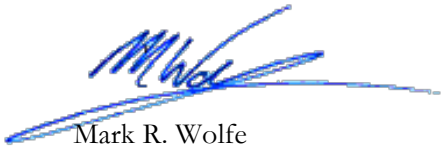
In addition, we note that the current staff report states that the proponents of the Initiative have themselves prepared an "Environmental Assessment" of their own, and that the City plans to conduct a "peer review" of this Assessment as part of the Section 9212 Report. While a peer review of the proponents' self-interested assessment is clearly advisable, CGP is concerned that without proactive, independent analysis, the true nature and scope of the Initiative's environmental impacts will evade disclosure and scrutiny by both the Council and the electorate. For this reason, CGP further urges the Council to direct staff to (1) identify and disclose in the Section 9212 Report any topics or resource categories that would otherwise be evaluated as part of a CEQA analysis but that have not been adequately addressed in the proponents' Assessment, and (2) include in the Report a thorough disclosure and evaluation of any environmental impacts that the Assessment omitted or failed to examine with sufficient detail.

As we have explained, this Report may be the City's only opportunity to gather and examine critical information about the significant and potentially serious consequences of this Initiative effort. It is therefore imperative that the Report be as comprehensive in scope, and as probing in depth, as is feasible.

Thank you for your consideration of these requests.

Most sincerely,

M. R. WOLFE & ASSOCIATES, P.C.



Mark R. Wolfe
On behalf of Citizens for the General Plan

MRW:
attachment

ATTACHMENT 1

ATTACHMENT 1

ATTACHMENT 1

ATTACHMENT 1

ATTACHMENT 1

ATTACHMENT 1

m | r | wolfe
& associates, p.c.
attorneys-at-law

April 8, 2024

By Email

Members of the City Council
City of St. Helena
c/o City Clerk
1088 College Avenue
St. Helena, CA. 94574
cityclerk@cityofsthelena.org

Re: Preparation of report analyzing the impacts and effects of Noble House "St. Helena Agritourism Initiative" -- Agenda Item 13.2, April 9, 2024 Regular Meeting

Dear Members of the St. Helena City Council:

On behalf of Citizens for the General Plan ("CGP"), an unincorporated association of St. Helena residents, property owners, and electors, this is to respectfully request that the City Council authorize staff to prepare a report of the impacts and effects of the above-referenced Noble House-sponsored initiative measure, as authorized by Elections Code Section 9212 ("Section 9212 Report") and as described further in the staff report for this agenda item. CGP further requests that the Council direct staff to evaluate additional topics in the Report beyond those enumerated in the statute, as discussed further below.

A Section 9212 Report may very well be the City's best – and only – opportunity to gather and examine critical information about the significant and potentially serious consequences of this Initiative effort. As you know, pursuing a nominally "citizen-sponsored" ballot measure enables Noble House to evade meaningful and thorough public review of its resort's impacts on the City. By invoking (some might say cynically exploiting) a notorious loophole in the law, Noble House will not have to fund a study of the resort's environmental and land use planning impacts. It will not have to circulate that study for public review and comment. It will not have to consider or implement public concerns and

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recommendations for improving the project or minimizing or avoiding its deleterious effects on the city and its resources. Worse still, the City Council itself will be all but powerless to influence the design and operation of the resort, or to impose conditions of approval or mitigation measures to ensure the community is adequately protected.

Under these circumstances, it is imperative that the City Council not only order a Section 9212 Report as authorized by law, but that it direct staff and any consultants it retains to ensure the study is as probing and comprehensive in scope as possible. This means that in addition to the topics specified in the Elections Code and described in the Staff Report, the study should include a thorough examination of the following:

1. Applicability of Municipal Code prohibitions on using groundwater extracted for agricultural purposes for non-agricultural uses (SHMC § 13.16.080).

2. Whether as a matter of law the Initiative constitutes impermissible "spot zoning" that bestows development rights on one parcel that are superior to those on surrounding properties.

3. Whether the resort proposed by the Initiative Measure constitutes "new development" as that term is defined and understood in the General Plan.

We accordingly ask the Council to direct staff to prepare the Section 9212 as recommended, and to include these topics in its scope. Thank you for your consideration of these requests.

Most sincerely,

M. R. WOLFE & ASSOCIATES, P.C.

Mark R. Wolfe
On behalf of Citizens for the General Plan

MRW:

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	May 28, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Consider and Adopt a Resolution Identifying Sidewalk Segments for which Maintenance is the Responsibility of the City of St. Helena.
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	On February 13, 2024, the City Council approved Ordinance 2024-002 amending Section 12.08 of Municipal Code requiring property owners to maintain, replace, and repair sidewalks fronting their property.
STATEMENT OF THE PURPOSE:	Identify by Resolution certain sidewalk segments that the City Council finds are the responsibility of the City or where City-maintained street trees are responsible for sidewalk damage and regardless of ownership of the adjoining private parcel.
FINANCIAL IMPACT:	None. All sidewalk segments listed in the attached Resolution are already maintained by the City. Future additions to the list, if approved by Council, shall result in additional expenditures of Public Works Staff time to inspect and maintain.

BACKGROUND:

On February 13, 2024, the City Council approved Ordinance 2024-002 Amending Section 12.08 of Municipal Code requiring property owners to maintain, replace, and repair sidewalks fronting their property. This clarified maintenance responsibility throughout the City, brought the Chapter into closer conformance with the State Code on which it is based, clarified the responsible parties to implement the Chapter, and provided for a more robust process by which maintenance responsibility can be defined.

The new ordinance has also granted the City Council authority to memorialize by Resolution a list of certain sidewalk segments that the City Council finds are the responsibility of the City to maintain.

DISCUSSION:

Public Works Staff have traditionally inspected and maintained certain segments of sidewalks where the City owned the adjacent parcel and/or had made improvements using grant funding. These improvements included the installation of pavers, planters,

street trees and street furnishings at various locations. The majority of these improvements were within the Downtown area.

Public Works Staff reviewed past inspection and repair records to identify the sidewalk segments the City has historically maintained. These segments were then memorialized in the attached Resolution which Public Works now presents to Council for consideration and adoption.

ENVIRONMENTAL REVIEW: Exempt from CEQA review under Section 15323.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Resolution.sidewalk responsibility v1
Attachment A - Sidewalk List

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Resolution of the City Council of the City of St. Helena Identifying Sidewalk Segments for which Maintenance is the Responsibility of the City of St. Helena

RECITALS

WHEREAS, the City Council has identified certain sidewalk segments for which there is a public benefit for future maintenance to be conducted by the City; and

WHEREAS, these locations are identified herein by the parcel number and address of the adjoining parcel fronted by the sidewalk segment.

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 sidewalk segments listed in this resolution are the responsibility of the City for the purposes of future maintenance.

SECTION 3. The sidewalk segments to be maintained by the City are identified in the list contained herein. Sidewalk segment shall extend for the full frontage of the listed parcel as noted in **Attachment A**.

SECTION 4. City Council reserves the right to 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.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

ATTACHMENT A
The City Council of St. Helena has found that there is a public benefit for the City to maintain the sidewalks adjoining the following parcels.

Adjoining Parcel Ownership	Parcel No.	Street Address	Street	Zip
private	009212003000	1360	MAIN	94574
private	009212007000	1308	MAIN	94574
private	009212009000	1314	MAIN	94574
private	009223003000	1461	MAIN	94574
private	009240002000	1367	MAIN	94574
private	009240008000	1339	MAIN	94574
private	009250006000	1205	MAIN	94574
private	009250015000	1269	MAIN	94574
private	009250016000	1235	MAIN	94574
private	009261001000	1153	MAIN	94574
private	009261006000	1107	MAIN	94574
private	009261007000	1077	MAIN	94574
private	009083013000	1156	MAIN	94574
private	009083018000	1228	MAIN	94574
private	009083019000	1234	MAIN	94574
private	009083016000	1218	MAIN	94574
private	009083017000	1226	MAIN	94574
private	009083009000	1108	MAIN	94574
private	009083014000	1200	MAIN	94574
private	009090001000	1080	MAIN	94574
private	009083010000	1132	MAIN	94574
private	009083021000	1136	MAIN	94574
private	009090043000	1080	MAIN	94574
private	009212004000	1350	MAIN	94574
private	009212010000	1320	MAIN	94574
private	009212011000	1328	MAIN	94574
private	009223001000	1485	MAIN	94574
private	009223006000	1421	MAIN	94574
private	009240005000	1351	MAIN	94574
private	009240011000	1317	MAIN	94574
private	009240022000	1371	MAIN	94574
private	009250003000	1227	MAIN	94574
private	009250004000	1223	MAIN	94574
private	009211004000	1461	RAILROAD (MAIN ST FRONTAGE)	94574
private	009211005000	1420	MAIN	94574
private	009211010000	1414	MAIN	94574
city	009211016000	1500	MAIN (FIRE DEPT RAILROAD FRONTAGE)	94574

private	009212001000	1380	MAIN	94574
private	009212012000	1332	MAIN	94574
private	009223002000	1475	MAIN	94574
private	009223023000	1451	MAIN	94574
private	009240004000	1355	MAIN	94574
private	009240006000	1347	MAIN	94574
private	009240010000	1321	MAIN	94574
private	009240021000	1381	MAIN	94574
private	009250002000	1231	MAIN	94574
private	009250005000	1219	MAIN	94574
private	009263012000	1065	MAIN	94574
private	009164003000	1207	ALEXANDER (MAIN ST FRONTAGE)	94574
private	009164006000	1629	MAIN	94574
city	009070032000		J. MEILY PARK (POPE ST & CHILES AVE FRONTAGE)	94574
city	009211003000	1498	MAIN ST (LYMAN PARK, RAILROAD AVE FRONTAGE)	94574
city	009600003000		SPRING ST (BALDWIN PARK)	94574
city	009591001000	1300	MITCHELL DR. (MARY FRYER PARK)	94574
city	009350033000	360	CRANE AVE. (CRANE PARK)	94574
city	009602010000	1649	VOORHEES CIR (MENNEN PARK)	94574
private	009401020000		S.MCCULLAGH PARK	94574
city	009070026000	201	POPE (WAPPO PARK POPE ST FRONTAGE)	94574
city	009240019000	1360	OAK AVE (CARNEGIE BLDG, ADAMS ST FRONTAGE)	94574
private	009193002000	1527	RAILROAD (PARKS & PUBLIC WORKS)	94574
private	009192009000	1515	RAILROAD	94574
city	009150004000	1492	LIBRARY LN (LIBRARY FRONTAGE)	94574
city	009150006000		LIBRARY LN (VACANT PARCEL FRONTAGE)	94574
private	009211009000	1400	MAIN	94574
private	009212008000	1316	MAIN	94574
private	009212015000	1346	MAIN	94574
private	009223020000	1407	MAIN	94574
private	009240003000	1361	MAIN	94574
private	009240007000	1343	MAIN	94574
private	009240009000	1335	MAIN	94574
private	009240012000	1309	MAIN	94574
private	009250014000	1201	MAIN	94574
private	009261014000	1111	MAIN	94574
private	009261016000	1115	MAIN	94574

Sidewalk Maintenance Responsibility Select Locations City Council Agenda Item 15.1

By: Joe Leach, PE

Director of Public Works

Background

- February 13, 2024 – 2nd Reading of SHMC updates to codify adjacent property ownership responsibilities related to sidewalk maintenance and liability.
- Directed by Council to address select locations wherein City maintains sidewalk (e.g. Main Street).

Scope/Requested Action

- Main Street: between Pine Street and Mitchell Drive.
- Additional sites: adjacent to City-owned properties/facilities.

- Adopt a Resolution of the City Council of the City of St. Helena Identifying Sidewalk Segments for which Maintenance is the Responsibility of the City of St. Helena

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	May 28, 2024
FROM:	Yosselyn Valencia, Finance Manager
SUBJECT:	Presentation of analysis for the updated Cost Allocation Plan to allocate personnel costs to various funds as appropriate including Water and Wastewater funds.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to provide an updated Cost Allocation Plan analysis and recommendations made by MGT of America Consulting, LLC.
FINANCIAL IMPACT:	FY 2024-2025: 1. Approve and authorize an increase of $220,868 in budget appropriation from the Water Fund 561 to be allocated to the General Fund 101. 2. Approve and authorize a decrease of $97,875 in budget appropriation from the Wastewater Fund 571 and the General Fund 101 to reverse the funding from the Wastewater Fund 571. 3. Approve and authorize an increase of $97,875 from the General Fund Reserves to supplement the decrease from the Wastewater fund appropriation to the General Fund 101. The Financial impact will be included in the Mid-Cycle Budget update.

BACKGROUND:

The City contracted with MGT of America Consulting, LLC. to conduct a Cost Allocation Plan for the City. MGT has extensive experience in preparing cost allocation plans for various cities nationwide and understands the fair share costs involved.

The Full Cost Allocation Plan for FY 2025 (Attachment 1) aims to approximate the level of effort that certain functions support at the organizational level, treating each supporting function separately and determining specific allocation methods for each department/division function. The plan also identifies administrative costs incurred to support various city functions and determines a distribution of central service costs to receiving departments. Additionally, the plan calculates the department and divisional

overhead costs incurred by the city, using expenditure data, federal cost principles, staff input, and department organization charts to develop a percentage rate of salaries, benefits, and other allowable costs.

MGT has analyzed the City's financial data and provided recommendations on the overhead costs incurred by the general fund for the services provided to the Water and Wastewater Enterprise funds.

MGT has used the following cost centers as measurable metrics to include as part of their calculation:

- General insurance - Full-Time Equivalents (FTE) Per Department
- City Hall Square Footage Per Department
- Budget support - Total Operating Budget Per Department
- General City Support - City Council Agenda Items Per Department
- Accounts Payable Transactions Per Department
- Accounts Receivable Transactions Per Department
- Utility Billing Transactions Per Enterprise Funds
- IT Work Order Requests and Device Support
- Direct Allocation to Water Enterprise
- Direct Allocation to Wastewater Enterprise

MGT completed the analysis in May 2024 and made a recommendation to the City as to how much Enterprise and Special Revenue Funds should contribute to the General Fund for City services provided for those enterprises. The Cost Allocation Plan analysis utilized the FY 2023-24 Adopted Budget for the analysis instead of FY 2022-23 actuals based on a recommendation from the consultant to incorporate several vacancies that occurred in the FY 2022-23.

DISCUSSION:
The purpose of the cost allocation plan is to have an external consultant analyze the City's financial data and make recommendations on the cost share from water and wastewater. The recommended cost allocation plan defines measurable metrics that support the costs that the enterprise funds should contribute to the General Fund for the support services the General Fund is providing to the Enterprise and Special Revenue Funds. The City may deposit ratepayer revenues in its general fund to the extent the general fund incurs costs to provide the water or wastewater service. This shift not only ensures a fair and accurate cost allocation but also enhances transparency and accountability in our financial operations.

Indirect costs are chargeable to Water and Wastewater Enterprise and Special Revenue Funds because they are part of the City's cost of providing the services. Enterprise funds are meant to be self-supporting, and only by transferring the support costs incurred by the General Fund to the enterprise fund can all the costs associated

with enterprise operations be accurately reflected. These transfers ensure that the City's general taxpayer base are not subsidizing enterprise operations.

The City currently uses a formula to allocate the cost of staff time spent supporting Water and Wastewater Enterprise functions, and directly charged the Water and Wastewater Funds. The new cost allocation plan now defines measurable metrics that support the costs which the Enterprise Funds should contribute to the General Fund for the support services provided by the General Fund to the Enterprise Funds.

The following data compares the FY 2024-25 budgeted direct cost to water and wastewater by department in comparison to MGT's recommendation:

Fund 561 Water Enterprise					
Account #	Department	FY 2024-2025 Water Adopted Budget	MGT Cost Allocation Plan Recommendation	Variance	Percentage
101-40-00	Non-Departmental	$ 1,094,159.00	$ 1,146,535.00	$ (52,376.00)	-4.79%
101-41-00	Council	26,706.00	143,929.00	(117,223.00)	-438.94%
101-42-00	City Manager	303,744.00	291,396.00	12,348.00	4.07%
101-42-10	City Clerk	64,125.00	138,081.00	(73,956.00)	-115.33%
101-43-00	Finance	512,438.00	557,546.00	(45,108.00)	-8.80%
101-43-10	Human Resources	69,137.00	62,324.00	6,813.00	9.85%
101-43-20	Information Technology	42,262.00	36,484.00	5,778.00	13.67%
101-44-00	Attorney	165,880.00	123,024.00	42,856.00	25.84%
	Water Total	$ 2,278,451.00	$ 2,499,319.00	(220,868.00)	-9.69%

Fund 571 Wastewater Enterprise					
Account #	Department	FY 2024-2025 Water Adopted Budget	MGT Cost Allocation Plan Recommendation	Variance	Percentage
101-40-00	Non-Departmental	$ 1,010,347.00	$ 1,033,945.00	$ (23,598.00)	-2.34%
101-41-00	Council	26,706.00	29,632.00	(2,926.00)	-10.96%
101-42-00	City Manager	195,410.00	183,185.00	12,225.00	6.26%
101-42-10	City Clerk	48,212.00	28,429.00	19,783.00	41.03%
101-43-00	Finance	392,174.00	432,144.00	(39,970.00)	-10.19%
101-43-10	Human Resources	60,294.00	47,663.00	12,631.00	20.95%
101-43-20	Information Technology	41,600.00	19,693.00	21,907.00	52.66%
101-44-00	Attorney	131,560.00	33,737.00	97,823.00	74.36%
	Wastewater Total	$ 1,906,303.00	$ 1,808,428.00	$ 97,875.00	5.13%
	Total Net Allocation	**$ 4,184,754.00**	**$ 4,307,747.00**	**$ (122,993.00)**	**-2.94%**

The Full Cost Allocation Plan uses a methodology that recognizes the cross support provided between central service divisions and departments. This is done by identifying allowable costs from central service divisions and allocating them in sequence to the selected divisions, departments and funds based on measurable and auditable allocation statistics that match the service provided to the service received. Overall, for FY 2024-25 the Water Enterprise Fund will under contribute to the General Fund by $220,868 or -9.69% and the Wastewater Enterprise Fund will over contribute by $97,875 or 5.13% for the support services related to the Enterprise Funds.

Staff is recommending implementation of the updated cost allocation plan to FY 2024-25 Operating Budget during the FY 2024-25 Mid-Cycle Budget Update to ensure each department bears a fair share of costs through appropriate allocation recommendations from MGT. This plan will defensibly represent the City's true and reasonable costs of the general fund providing services to the Water and Wastewater Enterprise and Special Revenue Funds.

ENVIRONMENTAL REVIEW: None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution- Cost Allocation Plan
Attachment 1 - City of St Helena Full Cost Allocation Plan for FY25 Budget
Attachment 2 - CAP Financial Impact- Presentation

CITY OF ST. HELENA
RESOLUTION NO. 2024-

AUTHORIZING THE NEW COST ALLOCATION PLAN STRUCTURE THAT ENSURES EACH DEPARTMENT BEARS A FAIR SHARE OF COSTS THROUGH APPROPRIATE ALLOCATION RECOMMENDATIONS FROM MGT OF AMERICA CONSULTING, LLC.

RECITALS

A. The City of St. Helena has entered into agreement with MGT of America Consulting, LLC on March 11, 2024, to conduct a comprehensive cost allocation plan for the City; and

B. MGT has analyzed the City's financial data and provided recommendations on the overhead costs incurred by the General Fund for the services provided to the Water and Wastewater Enterprise Funds; and

C. The recommendation from MGT is to implement the new structure treating each supporting function separately and determining specific allocation methods for each department/division function; and

D. Allocates centrally provided services to departments in a fair and equitable manner; and

E. The plan is replacing the former formula based on staff time spent supporting water and wastewater functions; and

F. The new structure not only ensures a fair and accurate cost allocation but also enhances transparency and accountability in our financial operations; and

G. The plan defensibly represents the City's true and reasonable costs of the General Fund providing services to the Water and Wastewater Enterprise Funds; and

H. Staff is requesting the implementation of the new Cost Allocation Plan structure with the FY 2024-2025.

RESOLUTION

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

1. The City Council approves the Cost Allocation Plan recommendations from MGT of America Consulting, LLC, and authorizes the implementation of the new plan structure for FY 2024-2025.

Mayor Dohring: _____

Vice Mayor Hall: _____

Council Member Chouteau: _____

Council Member Kenealy: _____

Council Member Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA, CA

FULL COST ALLOCATION PLAN

For Use In FY 2025
Based on Budgeted Expenditures from FY 2024



MGT

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mgtconsulting.com

Table of Contents

Section 1 - Introduction

Section 2 - Reading a Cost Allocation Plan

Section 3 - Central Services Cost Allocation Plan Detail

Section 1
Introduction

Introduction

The enclosed Indirect Cost Allocation Plan identifies the costs of indirect services provided by central service departments of the City of St. Helena (the City) based on budgeted expenditures from the fiscal year 2024. MGT prepared these documents at the request of the City.

The Cost Allocation Plan is used by the City to claim indirect costs as charges against enterprise and special revenue funds. These documents are prepared in compliance full cost accounting best practices. City personnel provided the expenditure and allocation data to MGT consultants. MGT consultants then prepared the Cost Allocation Plan utilizing multiple allocation basis method with a double step-down calculation methodology.

Indirect costs are chargeable to City enterprise and special revenue funds because they are part of the City's cost of providing the services. Enterprise funds are meant to be self-supporting, and only by transferring the support costs incurred by the General Fund to the enterprise fund can all the costs associated with enterprise operations be accurately reflected. These transfers ensure that the City's general taxpayer base aren't subsidizing enterprise operations – which may be supporting individuals and businesses that aren't within the City's boundaries.

Section 2
Reading a Cost Allocation Plan

Reading the Cost Allocation Plan

Overview

The Full Cost Allocation Plan is a document that distributes, or allocates, City indirect costs. Indirect costs are those costs incurred by City divisions and departments that benefit other City divisions and departments. Examples of City indirect costs are personnel, purchasing, human resources and the finance services.

The primary purpose for preparing the Cost Allocation Plan is to identify the appropriate division and department indirect costs to enable reimbursement of those costs back to the General Fund.

The significant steps involved in preparing the Cost Allocation Plan include the following:

- Identify the City divisions and departments that provide support to other City divisions and departments. These divisions and departments are referred to as central service or allocating departments.

- Identify the City divisions and departments that receive support from other City divisions and departments. These departments are referred to as grantee or receiving departments.

- Accumulate the allowable actual expenditures of the City divisions and departments that provide support to other City divisions and departments.

- Distribute, or allocate, the allowable expenditures of the City divisions and departments that provide support to other City divisions and departments based on available, meaningful, measurable and auditable allocation statistics that match the service provided to the service received.

Process

A double-step down allocation methodology is used to allocate the allowable costs of the central service divisions and departments. This methodology recognizes the cross support provided between central service divisions and departments.

The double-step down methodology requires an initial sequencing of allocating divisions and departments. In the first step of the double-step methodology, allowable costs from central service divisions and departments are allocated in the sequence selected to all City divisions, departments and funds; including to other central service divisions and departments. The second step in the double-step down methodology is made to fully account for the cross support provided between central service divisions and departments. Central service divisions and departments are closed after the second step in the double-step down allocation methodology.

Sections

Table of Contents

The first few pages of the Cost Allocation Plan are the Table of Contents. The column on the left side of the pages lists the central service, or allocating, divisions and departments. Each central service division and department is broken down into functions. Functions are the specific services provided by a particular division and department. The middle column lists the allocation base for each corresponding function. The column on the right side of the pages is the applicable page number.

Summary Schedule

The next few pages of the Cost Allocation Plan are the Summary Schedule. The Summary Schedule identifies the total dollar amount allocated from every City allocating division and department to every City receiving division and department. Allocating divisions and departments are listed down the left column and receiving divisions, departments and funds are listed across the top of each page.

Detail Schedules

The remaining pages of the Cost Allocation Plan are the detail schedules for every central service division and department. The detail schedules for each central service division and department are structured in the following format.

Narrative - Lists the division and department name, provides a brief description of the activities performed, along with identifying the functions and the corresponding allocation base.

Departmental Costs (A) – Lists the actual expenditures for that division and department.

Incoming Costs (B) – Represents the support costs coming into the division and department from other allocating divisions and departments.

Total Allocated (C) - The total amount allocated for that division and department. This amount is found at the end of the Incoming Costs schedule.

Function Allocations - The distribution, or allocation, of the Total Allocated costs by function.

Allocation Summary – Shows the summary of allocated costs by function.

Section 3
Central Services Cost Allocation Plan

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Schedule Description	Allocation Basis Units	Page #
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St. Helena
Citywide Full Cost Allocation Plan

Summary Schedule

	Department	101 5015 PW Streets	101 45 Planning & Building	101 46 Library	101 47 Parks & Rec	101 48 Fire	101 49 Police	101 50 PW Storm/Trees/ Parks	209 Home Grant	210 CDBG	224 Public Safety (COPS)
1	101 4000 Non Departmental	$13,885	$155,830	$58,726	$76,328	$155,576	$426,265	$44,830	$92	$185	$2,093
2	101 4100 Council	0	101,597	4,233	16,933	12,700	29,632	0	0	0	0
3	101 4200 City Manager	12,768	152,516	66,922	100,873	178,793	188,041	44,207	68	138	1,558
4	101 4210 City Clerk	0	97,469	4,061	16,245	12,184	28,429	0	0	0	0
5	101 4300 Finance/Admin	13,933	61,238	51,345	56,775	125,304	151,938	39,889	412	387	6,236
6	101 4310 HR	5,865	53,314	47,983	74,373	127,954	101,297	26,124	0	0	0
7	101 4320 IT	1,893	25,824	36,161	33,053	47,766	68,875	8,433	0	0	0
8	101 4400 Attorney	1,416	89,091	14,759	30,657	40,416	46,684	6,306	0	0	0
9	101 5000 Public Works Admin	17,916	0	0	0	0	0	46,382	0	0	0
10	101 5006 Government Buildings	0	17,340	287,570	151,898	307,837	104,258	0	0	0	0
Total Current Allocations		$67,676	$754,219	$571,760	$557,135	$1,008,528	$1,145,419	$216,172	$572	$710	$9,888

St. Helena
Citywide Full Cost Allocation Plan

Summary Schedule

	Department	225 Gas Tax 2105	226 Gas Tax 2106	227 State Gas Tax 2107	230 RMRA	238 Training and Dev	240 Measure T	241 Measure T - Class I Trails	279 Asset Forfeit	283 Tree City USA	286 Bocce
1	101 4000 Non Departmental	$674	$1,244	$666	$2,665	$157	$15,384	$6,217	$13	$2,866	$5,472
2	101 4100 Council	0	0	0	0	0	0	0	0	0	0
3	101 4200 City Manager	502	926	495	1,983	117	11,448	4,626	10	2,133	6,396
4	101 4210 City Clerk	0	0	0	0	0	0	0	0	0	0
5	101 4300 Finance/Admin	878	1,621	1,111	3,472	985	20,041	8,148	114	3,734	3,747
6	101 4310 HR	0	0	0	0	0	0	0	0	0	5,598
7	101 4320 IT	0	0	0	0	0	0	0	0	0	1,807
8	101 4400 Attorney	0	0	0	0	0	0	0	0	0	1,351
9	101 5000 Public Works Admin	0	0	0	0	0	0	0	0	0	0
10	101 5006 Government Buildings	0	0	0	0	0	0	0	0	0	0
Total Current Allocations		$2,054	$3,791	$2,272	$8,120	$1,259	$46,873	$18,991	$137	$8,733	$24,372

St. Helena
Citywide Full Cost Allocation Plan

Summary Schedule

	Department	287 Harvest Festival	288 4th of July	289 Recreation Program	290 Tourism Impv District	291 SB 1186 State Fees	380 Friends and Foundation	382 Martin Estate Trust	384 Tweed Trust	420 1996 Go Bonds	421
1	101 4000 Non Departmental	$375	$330	$785	$13,763	$12	$15,909	$17	$740	$0	$5,870
2	101 4100 Council	0	0	0	0	0	0	0	0	0	0
3	101 4200 City Manager	279	245	584	10,242	9	18,479	13	551	0	4,368
4	101 4210 City Clerk	0	0	0	0	0	0	0	0	0	0
5	101 4300 Finance/Admin	927	917	1,022	20,658	357	15,875	71	2,280	0	7,647
6	101 4310 HR	0	0	0	0	0	15,994	0	0	0	0
7	101 4320 IT	0	0	0	0	0	5,163	0	0	0	0
8	101 4400 Attorney	0	0	0	0	0	3,861	0	0	0	0
9	101 5000 Public Works Admin	0	0	0	0	0	0	0	0	0	0
10	101 5006 Government Buildings	0	0	0	0	0	0	0	0	0	0
Total Current Allocations		$1,581	$1,492	$2,391	$44,663	$378	$75,282	$102	$3,571	$0	$17,885

St. Helena
Citywide Full Cost Allocation Plan

Summary Schedule

	Department	561 Water Enterprise	571 Sewer Enterprise	572 Wastewater Bond	581 Insurance Benefit	582 Garage ISF	592 Equip Replacement	593 Fire Equipment Replacement	700 Flood Control Capital	713 Civic Impace	733 Capital Project Planning
1	101 4000 Non Departmental	$1,146,535	$1,033,945	$553	$47	$13,798	$6,971	$0	$217	$44	$1,629
2	101 4100 Council	143,929	29,632	0	0	0	0	0	0	0	0
3	101 4200 City Manager	291,396	183,185	412	35	12,924	5,187	0	162	33	1,212
4	101 4210 City Clerk	138,081	28,429	0	0	0	0	0	0	0	0
5	101 4300 Finance/Admin	557,546	432,144	721	33,471	16,902	9,910	0	332	350	2,414
6	101 4310 HR	62,324	47,663	0	0	6,398	0	0	0	0	0
7	101 4320 IT	36,484	19,693	0	0	2,065	0	0	0	0	0
8	101 4400 Attorney	123,024	33,737	0	0	1,544	0	0	0	0	0
9	101 5000 Public Works Admin	305,322	294,227	0	0	0	0	0	0	0	0
10	101 5006 Government Buildings	0	0	0	0	0	0	0	0	0	0
Total Current Allocations		$2,804,641	$2,102,655	$1,686	$33,554	$53,631	$22,068	$0	$710	$427	$5,255

St. Helena
Citywide Full Cost Allocation Plan

Summary Schedule

	Department	734 Park Impact	741 Street Capital Imp	742 Storm Drain Imp	751 Affordable Housing	763 Water Capital Project	764 Water Impact	773 Sewer Capital	774 Sewer Impact	890 General Fixed Assets	All Other
1	101 4000 Non Departmental	$0	$30,888	$107	$947	$0	$139	$0	$14,572	$31,437	$0
2	101 4100 Council	0	71,964	4,233	0	0	0	0	0	0	0
3	101 4200 City Manager	0	79,061	3,378	705	0	104	0	10,844	23,395	0
4	101 4210 City Clerk	0	69,041	4,061	0	0	0	0	0	0	0
5	101 4300 Finance/Admin	0	41,407	188	1,478	390	230	390	19,032	40,954	0
6	101 4310 HR	0	0	0	0	0	0	0	0	0	0
7	101 4320 IT	0	0	0	0	0	0	0	0	0	0
8	101 4400 Attorney	0	53,990	3,176	0	0	0	0	0	0	0
9	101 5000 Public Works Admin	0	0	0	0	0	0	0	0	0	0
10	101 5006 Government Buildings	0	0	0	0	0	0	0	0	0	0
Total Current Allocations		$0	$346,350	$15,143	$3,130	$390	$473	$390	$44,449	$95,786	$0

St. Helena
Citywide Full Cost Allocation Plan

Summary Schedule

	Department	2nd Allocation Orphans	Total
1	101 4000 Non Departmental	$0	$3,288,800
2	101 4100 Council	0	414,853
3	101 4200 City Manager	0	1,421,321
4	101 4210 City Clerk	0	397,999
5	101 4300 Finance/Admin	0	1,758,920
6	101 4310 HR	0	574,886
7	101 4320 IT	0	287,218
8	101 4400 Attorney	0	450,012
9	101 5000 Public Works Admin	0	663,847
10	101 5006 Government Buildings	0	868,902
Total Current Allocations		$0	$10,126,758

101 4000 Non Departmental
Nature and Extent of Services

101 4000 Non Departmental costs are distributed by the following functions:

General Insurance - Costs have been allocated based on FTE per department.

City Hall Rent & Remodel - Costs have been allocated based on Square footage per department.

Non Centralized Costs - Costs have been allocated based on Total Operating Budget per dept -2023 actual.

Water Debt - Costs have been allocated based on Direct allocation to Fund 561.

Sewer Debt - Costs have been allocated based on Direct allocation to Fund 571.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs **Dept:1 101 4000 Non Departmental**

Description		Amount	General Admin	General Insurance	City Hall Rent & Remodel	Non Centralized Costs	Water Debt	Sewer Debt
Personnel Costs								
Salaries	S1	1	0	1	0	0	0	0
Salary % Split			*.00%*	*100.00%*	*.00%*	*.00%*	*.00%*	*.00%*
Benefits	P	(423,500)	0	(423,500)	0	0	0	0
Subtotal - Personnel Costs		(423,499)	0	(423,499)	0	0	0	0
Services & Supplies Cost								
City Hall Imprvmnts 5yr	P	437,870	0	0	437,870	0	0	0
Services	P	583,377	0	0	0	583,377	0	0
Transfers to other funds	D	1,864,022	0	0	0	0	0	0
Non Centralized Costs	P	109,978	0	0	0	109,978	0	0
Principal and Interest Debt - Water	P	940,439	0	0	0	0	940,439	0
Principal and Interest Debt - Sewer	P	845,402	0	0	0	0	0	845,402
City Hall rent	P	241,000	0	0	241,000	0	0	0
Taxes, Insurance, Contributions	S	782,304	0	782,304	0	0	0	0
Subtotal - Services & Supplies		5,804,392	0	782,304	678,870	693,355	940,439	845,402
Department Cost Total		5,380,893	0	358,805	678,870	693,355	940,439	845,402
Adjustments to Cost								
Transfers to other funds	D	(1,864,022)	0	0	0	0	0	0
Subtotal - Adjustments		(1,864,022)	0	0	0	0	0	0
Total Costs After Adjustments		3,516,871	0	358,805	678,870	693,355	940,439	845,402
General Admin Distribution			0	0	0	0	0	0
Grand Total		$3,516,871		$358,805	$678,870	$693,355	$940,439	$845,402

B. Incoming Costs - (Default Spread Custom%)

Dept:1 101 4000 Non Departmental

Department	First Incoming	Second Incoming	General Insurance	City Hall Rent & Remodel	Non Centralized Costs	Water Debt	Sewer Debt
1 Non Centralized Costs	$0	$77,661	$38,830	$0	$38,830	$0	$0
Subtotal - 101 4000 Non Departmental	0	77,661	38,830	0	38,830	0	0
2 General City Support	0	21,431	10,715	0	10,715	0	0
Subtotal - 101 4100 Council	0	21,431	10,715	0	10,715	0	0
3 General Administrative Support	0	18,472	9,236	0	9,236	0	0
3 Budget Support	0	59,411	29,705	0	29,705	0	0
Subtotal - 101 4200 City Manager	0	77,883	38,941	0	38,941	0	0
4 Council and Department Support	0	22,683	11,341	0	11,341	0	0
Subtotal - 101 4210 City Clerk	0	22,683	11,341	0	11,341	0	0
5 Budget Support	0	111,704	55,852	0	55,852	0	0
5 Accounts Payable	0	13,987	6,993	0	6,993	0	0
Subtotal - 101 4300 Finance/Admin	0	125,691	62,845	0	62,845	0	0
8 Council Support	0	21,713	10,857	0	10,857	0	0
Subtotal - 101 4400 Attorney	0	21,713	10,857	0	10,857	0	0
Total Incoming	0	347,061	173,531	0	173,531	0	0
C. Total Allocated		$3,863,932	$532,336	$678,870	$866,886	$940,439	$845,402
			13.78%	17.57%	22.44%	24.34%	21.88%

St. Helena
Citywide Full Cost Allocation Plan

General Insurance Allocations

Dept:1 101 4000 Non Departmental

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 101 4100 Council	2.80	2.28%	$8,168	$0	$8,168	$3,950	$12,118
3 101 4200 City Manager	2.25	1.83%	6,564	0	6,564	3,174	9,738
4 101 4210 City Clerk	1.50	1.22%	4,376	0	4,376	2,116	6,492
5 101 4300 Finance/Admin	2.53	2.06%	7,380	0	7,380	3,569	10,950
6 101 4310 HR	2.65	2.15%	7,730	0	7,730	3,739	11,469
9 101 5000 Public Works Admin	2.64	2.15%	7,701	0	7,701	3,725	11,426
10 101 5006 Government Buildings	0.80	0.65%	2,334	0	2,334	1,129	3,462
11 101 5015 PW Streets	1.10	0.89%	3,209	0	3,209	1,552	4,761
12 101 45 Planning & Building	10.00	8.13%	29,171	0	29,171	14,108	43,279
13 101 46 Library	9.00	7.32%	26,254	0	26,254	12,697	38,951
14 101 47 Parks & Rec	13.95	11.34%	40,694	0	40,694	19,681	60,375
15 101 48 Fire	24.00	19.51%	70,011	0	70,011	33,860	103,870
16 101 49 Police	19.00	15.45%	55,425	0	55,425	26,806	82,231
17 101 50 PW Storm/Trees/Parks	4.90	3.98%	14,294	0	14,294	6,913	21,207
30 286 Bocce	1.05	0.85%	3,063	0	3,063	1,481	4,544
36 380 Friends and Foundation	3.00	2.44%	8,751	0	8,751	4,232	12,984
41 561 Water Enterprise	11.69	9.50%	34,101	0	34,101	16,492	50,594
42 571 Sewer Enterprise	8.94	7.27%	26,079	0	26,079	12,613	38,692
45 582 Garage ISF	1.20	0.98%	3,501	0	3,501	1,693	5,194
Subtotal	123.00	100.00%	358,805	0	358,805	173,531	532,336
Direct Bills					0		0
Total					$358,805		$532,336

Basis Units: FTE per department

City Hall Rent & Remodel Allocations

Dept:1 101 4000 Non Departmental

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3	101 4200 City Manager	697	10.26%	$69,625	$0	$69,625	$0	$69,625
4	101 4210 City Clerk	349	5.14%	34,863	0	34,863	0	34,863
5	101 4300 Finance/Admin	958	14.10%	95,697	0	95,697	0	95,697
6	101 4310 HR	261	3.84%	26,072	0	26,072	0	26,072
9	101 5000 Public Works Admin	1,046	15.39%	104,488	0	104,488	0	104,488
12	101 45 Planning & Building	871	12.82%	87,006	0	87,006	0	87,006
16	101 49 Police	2,614	38.46%	261,119	0	261,119	0	261,119
Subtotal		6,796	100.00%	678,870	0	678,870	0	678,870
Direct Bills						0		0
Total						$678,870		$678,870

Basis Units: Square footage per department

Non Centralized Costs Allocations **Dept:1 101 4000 Non Departmental**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	4,573,169	11.20%	$77,661	$0	$77,661	$0	$77,661
2	101 4100 Council	343,948	0.84%	5,841	0	5,841	1,646	7,487
3	101 4200 City Manager	540,611	1.32%	9,181	0	9,181	2,588	11,768
4	101 4210 City Clerk	297,623	0.73%	5,054	0	5,054	1,425	6,479
5	101 4300 Finance/Admin	485,062	1.19%	8,237	0	8,237	2,322	10,559
6	101 4310 HR	171,605	0.42%	2,914	0	2,914	821	3,736
7	101 4320 IT	161,046	0.39%	2,735	0	2,735	771	3,506
8	101 4400 Attorney	424,361	1.04%	7,206	0	7,206	2,031	9,238
9	101 5000 Public Works Admin	1,677,512	4.11%	28,487	0	28,487	8,029	36,516
10	101 5006 Government Buildings	541,378	1.33%	9,194	0	9,194	2,591	11,785
11	101 5015 PW Streets	419,179	1.03%	7,118	0	7,118	2,006	9,125
12	101 45 Planning & Building	1,173,459	2.87%	19,928	0	19,928	5,616	25,544
13	101 46 Library	908,442	2.22%	15,427	0	15,427	4,348	19,775
14	101 47 Parks & Rec	732,889	1.80%	12,446	0	12,446	3,508	15,954
15	101 48 Fire	2,375,287	5.82%	40,337	0	40,337	11,369	51,706
16	101 49 Police	3,808,997	9.33%	64,684	0	64,684	18,231	82,915
17	101 50 PW Storm/Trees/Parks	1,085,208	2.66%	18,429	0	18,429	5,194	23,623
18	209 Home Grant	4,210	0.01%	71	0	71	20	92
19	210 CDBG	8,494	0.02%	144	0	144	41	185
20	224 Public Safety (COPS)	96,166	0.24%	1,633	0	1,633	460	2,093
21	225 Gas Tax 2105	30,964	0.08%	526	0	526	148	674
22	226 Gas Tax 2106	57,152	0.14%	971	0	971	274	1,244
23	227 State Gas Tax 2107	30,576	0.07%	519	0	519	146	666
24	230 RMRA	122,427	0.30%	2,079	0	2,079	586	2,665
25	238 Training and Dev	7,224	0.02%	123	0	123	35	157
26	240 Measure T	706,719	1.73%	12,001	0	12,001	3,383	15,384
27	241 Measure T - Class I Trails	285,597	0.70%	4,850	0	4,850	1,367	6,217
28	279 Asset Forfeit	600	0.00%	10	0	10	3	13
29	283 Tree City USA	131,666	0.32%	2,236	0	2,236	630	2,866
30	286 Bocce	42,621	0.10%	724	0	724	204	928
31	287 Harvest Festival	17,217	0.04%	292	0	292	82	375
32	288 4th of July	15,141	0.04%	257	0	257	72	330
33	289 Recreation Program	36,050	0.09%	612	0	612	173	785
34	290 Tourism Impv District	632,245	1.55%	10,737	0	10,737	3,026	13,763
35	291 SB 1186 State Fees	550	0.00%	9	0	9	3	12
36	380 Friends and Foundation	134,393	0.33%	2,282	0	2,282	643	2,925
37	382 Martin Estate Trust	800	0.00%	14	0	14	4	17
38	384 Tweed Trust	33,996	0.08%	577	0	577	163	740
40	421	269,659	0.66%	4,579	0	4,579	1,291	5,870
41	561 Water Enterprise	7,143,590	17.50%	121,312	0	121,312	34,191	155,503
42	571 Sewer Enterprise	6,883,992	16.86%	116,903	0	116,903	32,949	149,852
43	572 Wastewater Bond	25,418	0.06%	432	0	432	122	553
44	581 Insurance Benefit	2,176	0.01%	37	0	37	10	47

St. Helena
Citywide Full Cost Allocation Plan

Non Centralized Costs Allocations

Dept:1 101 4000 Non Departmental

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
45 582 Garage ISF	395,270	0.97%	$6,712	$0	$6,712	$1,892	$8,604
46 592 Equip Replacement	320,232	0.78%	5,438	0	5,438	1,533	6,971
48 700 Flood Control Capital	9,972	0.02%	169	0	169	48	217
49 713 Civic Impace	2,027	0.00%	34	0	34	10	44
50 733 Capital Project Planning	74,821	0.18%	1,271	0	1,271	358	1,629
52 741 Street Capital Imp	1,418,935	3.48%	24,096	0	24,096	6,791	30,888
53 742 Storm Drain Imp	4,906	0.01%	83	0	83	23	107
54 751 Affordable Housing	43,513	0.11%	739	0	739	208	947
56 764 Water Impact	6,398	0.02%	109	0	109	31	139
58 774 Sewer Impact	669,435	1.64%	11,368	0	11,368	3,204	14,572
59 890 General Fixed Assets	1,444,197	3.54%	24,525	0	24,525	6,912	31,437
Subtotal	40,829,125	100.00%	693,355	0	693,355	173,531	866,886
Direct Bills					0		0
Total					$693,355		$866,886

Basis Units: Total Operating Budget per dept -2023 actual

Water Debt Allocations

Dept:1 101 4000 Non Departmental

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
41 561 Water Enterprise	1	100.00%	$940,439	$0	$940,439	$0	$940,439
Subtotal	1	100.00%	940,439	0	940,439	0	940,439
Direct Bills					0		0
Total					$940,439		$940,439

Basis Units: Direct allocation to Fund 561

Sewer Debt Allocations

Dept:1 101 4000 Non Departmental

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
42 571 Sewer Enterprise	1	100.00%	$845,402	$0	$845,402	$0	$845,402
Subtotal	1	100.00%	845,402	0	845,402	0	845,402
Direct Bills					0		0
Total					$845,402		$845,402

Basis Units: Direct allocation to Fund 571

Allocation Summary

Dept:1 101 4000 Non Departmental

	Department	General Insurance	City Hall Rent & Remodel	Non Centralized Costs	Water Debt	Sewer Debt	Total
1	101 4000 Non Departmental	$0	$0	$77,661	$0	$0	$77,661
2	101 4100 Council	12,118	0	7,487	0	0	19,605
3	101 4200 City Manager	9,738	69,625	11,768	0	0	91,131
4	101 4210 City Clerk	6,492	34,863	6,479	0	0	47,833
5	101 4300 Finance/Admin	10,950	95,697	10,559	0	0	117,206
6	101 4310 HR	11,469	26,072	3,736	0	0	41,277
7	101 4320 IT	0	0	3,506	0	0	3,506
8	101 4400 Attorney	0	0	9,238	0	0	9,238
9	101 5000 Public Works Admin	11,426	104,488	36,516	0	0	152,430
10	101 5006 Government Buildings	3,462	0	11,785	0	0	15,247
11	101 5015 PW Streets	4,761	0	9,125	0	0	13,885
12	101 45 Planning & Building	43,279	87,006	25,544	0	0	155,830
13	101 46 Library	38,951	0	19,775	0	0	58,726
14	101 47 Parks & Rec	60,375	0	15,954	0	0	76,328
15	101 48 Fire	103,870	0	51,706	0	0	155,576
16	101 49 Police	82,231	261,119	82,915	0	0	426,265
17	101 50 PW Storm/Trees/Parks	21,207	0	23,623	0	0	44,830
18	209 Home Grant	0	0	92	0	0	92
19	210 CDBG	0	0	185	0	0	185
20	224 Public Safety (COPS)	0	0	2,093	0	0	2,093
21	225 Gas Tax 2105	0	0	674	0	0	674
22	226 Gas Tax 2106	0	0	1,244	0	0	1,244
23	227 State Gas Tax 2107	0	0	666	0	0	666
24	230 RMRA	0	0	2,665	0	0	2,665
25	238 Training and Dev	0	0	157	0	0	157
26	240 Measure T	0	0	15,384	0	0	15,384
27	241 Measure T - Class I Trails	0	0	6,217	0	0	6,217
28	279 Asset Forfeit	0	0	13	0	0	13
29	283 Tree City USA	0	0	2,866	0	0	2,866
30	286 Bocce	4,544	0	928	0	0	5,472
31	287 Harvest Festival	0	0	375	0	0	375
32	288 4th of July	0	0	330	0	0	330
33	289 Recreation Program	0	0	785	0	0	785
34	290 Tourism Impv District	0	0	13,763	0	0	13,763
35	291 SB 1186 State Fees	0	0	12	0	0	12
36	380 Friends and Foundation	12,984	0	2,925	0	0	15,909
37	382 Martin Estate Trust	0	0	17	0	0	17
38	384 Tweed Trust	0	0	740	0	0	740
40	421	0	0	5,870	0	0	5,870
41	561 Water Enterprise	50,594	0	155,503	940,439	0	1,146,535
42	571 Sewer Enterprise	38,692	0	149,852	0	845,402	1,033,945

St. Helena
Citywide Full Cost Allocation Plan

Allocation Summary

Dept:1 101 4000 Non Departmental

Department	General Insurance	City Hall Rent & Remodel	Non Centralized Costs	Water Debt	Sewer Debt	Total
43 572 Wastewater Bond	$0	$0	$553	$0	$0	$553
44 581 Insurance Benefit	0	0	47	0	0	47
45 582 Garage ISF	5,194	0	8,604	0	0	13,798
46 592 Equip Replacement	0	0	6,971	0	0	6,971
48 700 Flood Control Capital	0	0	217	0	0	217
49 713 Civic Impace	0	0	44	0	0	44
50 733 Capital Project Planning	0	0	1,629	0	0	1,629
52 741 Street Capital Imp	0	0	30,888	0	0	30,888
53 742 Storm Drain Imp	0	0	107	0	0	107
54 751 Affordable Housing	0	0	947	0	0	947
56 764 Water Impact	0	0	139	0	0	139
58 774 Sewer Impact	0	0	14,572	0	0	14,572
59 890 General Fixed Assets	0	0	31,437	0	0	31,437
Total	$532,336	$678,870	$866,886	$940,439	$845,402	$3,863,932

101 4100 Council
Nature and Extent of Services

101 4100 Council costs are distributed by the following functions:

General City Support - Costs have been allocated based on Agenda items per department.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:2 101 4100 Council

Description		Amount	General Admin	General City Support
Personnel Costs				
Salaries	S1	18,000	0	18,000
Salary % Split			*.00%*	*100.00%*
Benefits	S	152,504	0	152,504
Subtotal - Personnel Costs		170,504	0	170,504
Services & Supplies Cost				
Special Dept Supplies	S	1,000	0	1,000
Services	S	189,854	0	189,854
Taxes and Contributions	S	240,000	0	240,000
Subtotal - Services & Supplies		430,854	0	430,854
Department Cost Total		601,358	0	601,358
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		601,358	0	601,358
General Admin Distribution			0	0
Grand Total		$601,358		$601,358

B. Incoming Costs - (Default Spread Custom%)

Dept:2 101 4100 Council

	Department	First Incoming	Second Incoming	General City Support
1	General Insurance	$8,168	$3,950	$12,118
1	Non Centralized Costs	5,841	1,646	7,487
	Subtotal - 101 4000 Non Departmental	14,009	5,597	19,605
2	General City Support	0	24,492	24,492
	Subtotal - 101 4100 Council	0	24,492	24,492
3	General Administrative Support	0	21,111	21,111
3	Personnel Support	0	12,440	12,440
3	Budget Support	0	4,468	4,468
	Subtotal - 101 4200 City Manager	0	38,020	38,020
4	Council and Department Support	0	25,923	25,923
	Subtotal - 101 4210 City Clerk	0	25,923	25,923
5	Budget Support	0	8,401	8,401
5	Accounts Payable	0	62,600	62,600
5	Personnel Support	0	4,541	4,541
	Subtotal - 101 4300 Finance/Admin	0	75,542	75,542
6	Personnel Support	0	12,212	12,212
	Subtotal - 101 4310 HR	0	12,212	12,212
7	Device Support	0	4,793	4,793
7	Work Orders	0	2,989	2,989
	Subtotal - 101 4320 IT	0	7,782	7,782
8	Council Support	0	24,815	24,815
8	Citywide Support	0	3,548	3,548
	Subtotal - 101 4400 Attorney	0	28,363	28,363
Total Incoming		14,009	217,931	231,940
C. Total Allocated			$833,298	$833,298
				100.00%

St. Helena
Citywide Full Cost Allocation Plan

General City Support Allocations

Dept:2 101 4100 Council

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	7	3.48%	$21,431	$0	$21,431	$0	$21,431
2	101 4100 Council	8	3.98%	24,492	0	24,492	0	24,492
3	101 4200 City Manager	14	6.97%	42,861	0	42,861	16,403	59,265
4	101 4210 City Clerk	9	4.48%	27,554	0	27,554	10,545	38,099
5	101 4300 Finance/Admin	33	16.42%	101,030	0	101,030	38,665	139,696
6	101 4310 HR	10	4.98%	30,615	0	30,615	11,717	42,332
8	101 4400 Attorney	1	0.50%	3,062	0	3,062	1,172	4,233
9	101 5000 Public Works Admin	20	9.95%	61,231	0	61,231	23,433	84,664
10	101 5006 Government Buildings	1	0.50%	3,062	0	3,062	1,172	4,233
12	101 45 Planning & Building	24	11.94%	73,477	0	73,477	28,120	101,597
13	101 46 Library	1	0.50%	3,062	0	3,062	1,172	4,233
14	101 47 Parks & Rec	4	1.99%	12,246	0	12,246	4,687	16,933
15	101 48 Fire	3	1.49%	9,185	0	9,185	3,515	12,700
16	101 49 Police	7	3.48%	21,431	0	21,431	8,202	29,632
41	561 Water Enterprise	34	16.92%	104,092	0	104,092	39,837	143,929
42	571 Sewer Enterprise	7	3.48%	21,431	0	21,431	8,202	29,632
52	741 Street Capital Imp	17	8.46%	52,046	0	52,046	19,918	71,964
53	742 Storm Drain Imp	1	0.50%	3,062	0	3,062	1,172	4,233
Subtotal		201	100.00%	615,367	0	615,367	217,931	833,298
Direct Bills						0		0
Total						$615,367		$833,298

Basis Units: Agenda items per department

St. Helena
Citywide Full Cost Allocation Plan

Allocation Summary

Dept:2 101 4100 Council

	Department	General City Support	Total
1	101 4000 Non Departmental	$21,431	$21,431
2	101 4100 Council	24,492	24,492
3	101 4200 City Manager	59,265	59,265
4	101 4210 City Clerk	38,099	38,099
5	101 4300 Finance/Admin	139,696	139,696
6	101 4310 HR	42,332	42,332
8	101 4400 Attorney	4,233	4,233
9	101 5000 Public Works Admin	84,664	84,664
10	101 5006 Government Buildings	4,233	4,233
12	101 45 Planning & Building	101,597	101,597
13	101 46 Library	4,233	4,233
14	101 47 Parks & Rec	16,933	16,933
15	101 48 Fire	12,700	12,700
16	101 49 Police	29,632	29,632
41	561 Water Enterprise	143,929	143,929
42	571 Sewer Enterprise	29,632	29,632
52	741 Street Capital Imp	71,964	71,964
53	742 Storm Drain Imp	4,233	4,233
Total		$833,298	$833,298

101 4200 City Manager
Nature and Extent of Services

101 4200 City Manager costs are distributed by the following functions:

General Administrative Support - Costs have been allocated based on Agenda items per department.

Personnel Support - Costs have been allocated based on FTE per department.

Budget Support - Costs have been allocated based on Total Operating Budget per dept -2023 actual.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:3 101 4200 City Manager

Description		Amount	General Admin	General Administrative Support	Personnel Support	Budget Support
Personnel Costs						
Salaries	S1	831,842	0	274,508	282,826	274,508
Salary % Split			*.00%*	*33.00%*	*34.00%*	*33.00%*
Benefits	S	328,263	0	108,327	111,609	108,327
Subtotal - Personnel Costs		1,160,105	0	382,835	394,436	382,835
Services & Supplies Cost						
Contract Svcs	S	266,439	0	87,925	90,589	87,925
Training & Conferences	S	24,000	0	7,920	8,160	7,920
All other M&S	S	28,550	0	9,422	9,707	9,422
Subtotal - Services & Supplies		318,989	0	105,266	108,456	105,266
Department Cost Total		1,479,094	0	488,101	502,892	488,101
Adjustments to Cost						
Subtotal - Adjustments		0	0	0	0	0
Total Costs After Adjustments		1,479,094	0	488,101	502,892	488,101
General Admin Distribution			0	0	0	0
Grand Total		$1,479,094		$488,101	$502,892	$488,101

B. Incoming Costs - (Default Spread Custom%)

Dept:3 101 4200 City Manager

	Department	First Incoming	Second Incoming	General Administrative Support	Personnel Support	Budget Support
1	General Insurance	$6,564	$3,174	$3,213	$3,311	$3,213
1	City Hall Rent & Remodel	69,625	0	22,976	23,673	22,976
1	Non Centralized Costs	9,181	2,588	3,883	4,001	3,883
	Subtotal - 101 4000 Non Departmental	85,369	5,762	30,073	30,985	30,073
2	General City Support	42,861	16,403	19,557	20,150	19,557
	Subtotal - 101 4100 Council	42,861	16,403	19,557	20,150	19,557
3	General Administrative Support	0	36,944	12,192	12,561	12,192
3	Personnel Support	0	9,997	3,299	3,399	3,299
3	Budget Support	0	7,023	2,318	2,388	2,318
	Subtotal - 101 4200 City Manager	0	53,964	17,808	18,348	17,808
4	Council and Department Support	0	45,365	14,971	15,424	14,971
	Subtotal - 101 4210 City Clerk	0	45,365	14,971	15,424	14,971
5	Budget Support	0	13,205	4,358	4,490	4,358
5	Accounts Payable	0	4,051	1,337	1,377	1,337
5	Accounts Receivable	0	98,855	32,622	33,611	32,622
5	Personnel Support	0	3,649	1,204	1,241	1,204
	Subtotal - 101 4300 Finance/Admin	0	119,760	39,521	40,718	39,521
6	Personnel Support	0	9,813	3,238	3,336	3,238
	Subtotal - 101 4310 HR	0	9,813	3,238	3,336	3,238
7	Device Support	0	3,851	1,271	1,309	1,271
7	Work Orders	0	29,040	9,583	9,874	9,583
	Subtotal - 101 4320 IT	0	32,892	10,854	11,183	10,854
8	Council Support	0	43,426	14,331	14,765	14,331
8	Citywide Support	0	2,851	941	969	941
	Subtotal - 101 4400 Attorney	0	46,278	15,272	15,734	15,272
10	Building Maintenance	0	13,600	4,488	4,624	4,488
	Subtotal - 101 5006 Government Buildi	0	13,600	4,488	4,624	4,488
Total Incoming		128,231	343,837	155,782	160,503	155,782
C. Total Allocated			$1,951,162	$643,883	$663,395	$643,883
				33.00%	34.00%	33.00%

St. Helena
Citywide Full Cost Allocation Plan

General Administrative Support Allocations

Dept:3 101 4200 City Manager

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	7	3.48%	$18,472	$0	$18,472	$0	$18,472
2	101 4100 Council	8	3.98%	21,111	0	21,111	0	21,111
3	101 4200 City Manager	14	6.97%	36,944	0	36,944	0	36,944
4	101 4210 City Clerk	9	4.48%	23,750	0	23,750	5,937	29,687
5	101 4300 Finance/Admin	33	16.42%	87,083	0	87,083	21,770	108,853
6	101 4310 HR	10	4.98%	26,389	0	26,389	6,597	32,986
8	101 4400 Attorney	1	0.50%	2,639	0	2,639	660	3,299
9	101 5000 Public Works Admin	20	9.95%	52,778	0	52,778	13,194	65,972
10	101 5006 Government Buildings	1	0.50%	2,639	0	2,639	660	3,299
12	101 45 Planning & Building	24	11.94%	63,333	0	63,333	15,832	79,166
13	101 46 Library	1	0.50%	2,639	0	2,639	660	3,299
14	101 47 Parks & Rec	4	1.99%	10,556	0	10,556	2,639	13,194
15	101 48 Fire	3	1.49%	7,917	0	7,917	1,979	9,896
16	101 49 Police	7	3.48%	18,472	0	18,472	4,618	23,090
41	561 Water Enterprise	34	16.92%	89,722	0	89,722	22,429	112,152
42	571 Sewer Enterprise	7	3.48%	18,472	0	18,472	4,618	23,090
52	741 Street Capital Imp	17	8.46%	44,861	0	44,861	11,215	56,076
53	742 Storm Drain Imp	1	0.50%	2,639	0	2,639	660	3,299
Subtotal		201	100.00%	530,417	0	530,417	113,466	643,883
Direct Bills						0		0
Total						$530,417		$643,883

Basis Units: Agenda items per department

St. Helena
Citywide Full Cost Allocation Plan

Personnel Support Allocations

Dept:3 101 4200 City Manager

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 101 4100 Council	2.80	2.28%	$12,440	$0	$12,440	$0	$12,440
3 101 4200 City Manager	2.25	1.83%	9,997	0	9,997	0	9,997
4 101 4210 City Clerk	1.50	1.22%	6,665	0	6,665	1,487	8,151
5 101 4300 Finance/Admin	2.53	2.06%	11,241	0	11,241	2,508	13,748
6 101 4310 HR	2.65	2.15%	11,774	0	11,774	2,627	14,400
9 101 5000 Public Works Admin	2.64	2.15%	11,730	0	11,730	2,617	14,346
10 101 5006 Government Buildings	0.80	0.65%	3,554	0	3,554	793	4,347
11 101 5015 PW Streets	1.10	0.89%	4,887	0	4,887	1,090	5,978
12 101 45 Planning & Building	10.00	8.13%	44,430	0	44,430	9,911	54,341
13 101 46 Library	9.00	7.32%	39,987	0	39,987	8,920	48,907
14 101 47 Parks & Rec	13.95	11.34%	61,980	0	61,980	13,826	75,806
15 101 48 Fire	24.00	19.51%	106,632	0	106,632	23,787	130,420
16 101 49 Police	19.00	15.45%	84,417	0	84,417	18,832	103,249
17 101 50 PW Storm/Trees/Parks	4.90	3.98%	21,771	0	21,771	4,857	26,627
30 286 Bocce	1.05	0.85%	4,665	0	4,665	1,041	5,706
36 380 Friends and Foundation	3.00	2.44%	13,329	0	13,329	2,973	16,302
41 561 Water Enterprise	11.69	9.50%	51,939	0	51,939	11,586	63,525
42 571 Sewer Enterprise	8.94	7.27%	39,721	0	39,721	8,861	48,581
45 582 Garage ISF	1.20	0.98%	5,332	0	5,332	1,189	6,521
Subtotal	123.00	100.00%	546,490	0	546,490	116,905	663,395
Direct Bills					0		0
Total					$546,490		$663,395

Basis Units: FTE per department

Budget Support Allocations **Dept:3 101 4200 City Manager**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	4,573,169	11.20%	$59,411	$0	$59,411	$0	$59,411
2	101 4100 Council	343,948	0.84%	4,468	0	4,468	0	4,468
3	101 4200 City Manager	540,611	1.32%	7,023	0	7,023	0	7,023
4	101 4210 City Clerk	297,623	0.73%	3,866	0	3,866	955	4,821
5	101 4300 Finance/Admin	485,062	1.19%	6,302	0	6,302	1,556	7,858
6	101 4310 HR	171,605	0.42%	2,229	0	2,229	550	2,780
7	101 4320 IT	161,046	0.39%	2,092	0	2,092	517	2,609
8	101 4400 Attorney	424,361	1.04%	5,513	0	5,513	1,361	6,874
9	101 5000 Public Works Admin	1,677,512	4.11%	21,793	0	21,793	5,381	27,174
10	101 5006 Government Buildings	541,378	1.33%	7,033	0	7,033	1,737	8,770
11	101 5015 PW Streets	419,179	1.03%	5,446	0	5,446	1,345	6,790
12	101 45 Planning & Building	1,173,459	2.87%	15,245	0	15,245	3,764	19,009
13	101 46 Library	908,442	2.22%	11,802	0	11,802	2,914	14,716
14	101 47 Parks & Rec	732,889	1.80%	9,521	0	9,521	2,351	11,872
15	101 48 Fire	2,375,287	5.82%	30,858	0	30,858	7,620	38,477
16	101 49 Police	3,808,997	9.33%	49,483	0	49,483	12,219	61,702
17	101 50 PW Storm/Trees/Parks	1,085,208	2.66%	14,098	0	14,098	3,481	17,579
18	209 Home Grant	4,210	0.01%	55	0	55	14	68
19	210 CDBG	8,494	0.02%	110	0	110	27	138
20	224 Public Safety (COPS)	96,166	0.24%	1,249	0	1,249	308	1,558
21	225 Gas Tax 2105	30,964	0.08%	402	0	402	99	502
22	226 Gas Tax 2106	57,152	0.14%	742	0	742	183	926
23	227 State Gas Tax 2107	30,576	0.07%	397	0	397	98	495
24	230 RMRA	122,427	0.30%	1,590	0	1,590	393	1,983
25	238 Training and Dev	7,224	0.02%	94	0	94	23	117
26	240 Measure T	706,719	1.73%	9,181	0	9,181	2,267	11,448
27	241 Measure T - Class I Trails	285,597	0.70%	3,710	0	3,710	916	4,626
28	279 Asset Forfeit	600	0.00%	8	0	8	2	10
29	283 Tree City USA	131,666	0.32%	1,710	0	1,710	422	2,133
30	286 Bocce	42,621	0.10%	554	0	554	137	690
31	287 Harvest Festival	17,217	0.04%	224	0	224	55	279
32	288 4th of July	15,141	0.04%	197	0	197	49	245
33	289 Recreation Program	36,050	0.09%	468	0	468	116	584
34	290 Tourism Impv District	632,245	1.55%	8,214	0	8,214	2,028	10,242
35	291 SB 1186 State Fees	550	0.00%	7	0	7	2	9
36	380 Friends and Foundation	134,393	0.33%	1,746	0	1,746	431	2,177
37	382 Martin Estate Trust	800	0.00%	10	0	10	3	13
38	384 Tweed Trust	33,996	0.08%	442	0	442	109	551
40	421	269,659	0.66%	3,503	0	3,503	865	4,368
41	561 Water Enterprise	7,143,590	17.50%	92,803	0	92,803	22,916	115,719
42	571 Sewer Enterprise	6,883,992	16.86%	89,431	0	89,431	22,083	111,514
43	572 Wastewater Bond	25,418	0.06%	330	0	330	82	412
44	581 Insurance Benefit	2,176	0.01%	28	0	28	7	35

St. Helena
Citywide Full Cost Allocation Plan

Budget Support Allocations **Dept:3 101 4200 City Manager**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
45 582 Garage ISF	395,270	0.97%	$5,135	$0	$5,135	$1,268	$6,403
46 592 Equip Replacement	320,232	0.78%	4,160	0	4,160	1,027	5,187
48 700 Flood Control Capital	9,972	0.02%	130	0	130	32	162
49 713 Civic Impace	2,027	0.00%	26	0	26	7	33
50 733 Capital Project Planning	74,821	0.18%	972	0	972	240	1,212
52 741 Street Capital Imp	1,418,935	3.48%	18,434	0	18,434	4,552	22,985
53 742 Storm Drain Imp	4,906	0.01%	64	0	64	16	79
54 751 Affordable Housing	43,513	0.11%	565	0	565	140	705
56 764 Water Impact	6,398	0.02%	83	0	83	21	104
58 774 Sewer Impact	669,435	1.64%	8,697	0	8,697	2,147	10,844
59 890 General Fixed Assets	1,444,197	3.54%	18,762	0	18,762	4,633	23,395
Subtotal	40,829,125	100.00%	530,417	0	530,417	113,466	643,883
Direct Bills					0		0
Total					$530,417		$643,883

Basis Units: Total Operating Budget per dept -2023 actual

Allocation Summary

Dept:3 101 4200 City Manager

	Department	General Administrative Support	Personnel Support	Budget Support	Total
1	101 4000 Non Departmental	$18,472	$0	$59,411	$77,883
2	101 4100 Council	21,111	12,440	4,468	38,020
3	101 4200 City Manager	36,944	9,997	7,023	53,964
4	101 4210 City Clerk	29,687	8,151	4,821	42,660
5	101 4300 Finance/Admin	108,853	13,748	7,858	130,459
6	101 4310 HR	32,986	14,400	2,780	50,166
7	101 4320 IT	0	0	2,609	2,609
8	101 4400 Attorney	3,299	0	6,874	10,173
9	101 5000 Public Works Admin	65,972	14,346	27,174	107,492
10	101 5006 Government Buildings	3,299	4,347	8,770	16,416
11	101 5015 PW Streets	0	5,978	6,790	12,768
12	101 45 Planning & Building	79,166	54,341	19,009	152,516
13	101 46 Library	3,299	48,907	14,716	66,922
14	101 47 Parks & Rec	13,194	75,806	11,872	100,873
15	101 48 Fire	9,896	130,420	38,477	178,793
16	101 49 Police	23,090	103,249	61,702	188,041
17	101 50 PW Storm/Trees/Parks	0	26,627	17,579	44,207
18	209 Home Grant	0	0	68	68
19	210 CDBG	0	0	138	138
20	224 Public Safety (COPS)	0	0	1,558	1,558
21	225 Gas Tax 2105	0	0	502	502
22	226 Gas Tax 2106	0	0	926	926
23	227 State Gas Tax 2107	0	0	495	495
24	230 RMRA	0	0	1,983	1,983
25	238 Training and Dev	0	0	117	117
26	240 Measure T	0	0	11,448	11,448
27	241 Measure T - Class I Trails	0	0	4,626	4,626
28	279 Asset Forfeit	0	0	10	10
29	283 Tree City USA	0	0	2,133	2,133
30	286 Bocce	0	5,706	690	6,396
31	287 Harvest Festival	0	0	279	279
32	288 4th of July	0	0	245	245
33	289 Recreation Program	0	0	584	584
34	290 Tourism Impv District	0	0	10,242	10,242
35	291 SB 1186 State Fees	0	0	9	9
36	380 Friends and Foundation	0	16,302	2,177	18,479
37	382 Martin Estate Trust	0	0	13	13
38	384 Tweed Trust	0	0	551	551
40	421	0	0	4,368	4,368
41	561 Water Enterprise	112,152	63,525	115,719	291,396
42	571 Sewer Enterprise	23,090	48,581	111,514	183,185

Allocation Summary

Dept:3 101 4200 City Manager

Department	General Administrative Support	Personnel Support	Budget Support	Total
43 572 Wastewater Bond	$0	$0	$412	$412
44 581 Insurance Benefit	0	0	35	35
45 582 Garage ISF	0	6,521	6,403	12,924
46 592 Equip Replacement	0	0	5,187	5,187
48 700 Flood Control Capital	0	0	162	162
49 713 Civic Impace	0	0	33	33
50 733 Capital Project Planning	0	0	1,212	1,212
52 741 Street Capital Imp	56,076	0	22,985	79,061
53 742 Storm Drain Imp	3,299	0	79	3,378
54 751 Affordable Housing	0	0	705	705
56 764 Water Impact	0	0	104	104
58 774 Sewer Impact	0	0	10,844	10,844
59 890 General Fixed Assets	0	0	23,395	23,395
Total	$643,883	$663,395	$643,883	$1,951,162

101 4210 City Clerk
Nature and Extent of Services

101 4210 City Clerk costs are distributed by the following functions:

Council and Department Support - Costs have been allocated based on Agenda items per department.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:4 101 4210 City Clerk

Description		Amount	General Admin	Council and Department Support
Personnel Costs				
Salaries	S1	238,267	0	238,267
Salary % Split			*.00%*	*100.00%*
Benefits	S	128,732	0	128,732
Subtotal - Personnel Costs		366,999	0	366,999
Services & Supplies Cost				
Contract Services	S	56,534	0	56,534
Election Expenses	S	80,000	0	80,000
All other M&S	S	41,654	0	41,654
Subtotal - Services & Supplies		178,188	0	178,188
Department Cost Total		545,187	0	545,187
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		545,187	0	545,187
General Admin Distribution			0	0
Grand Total		$545,187		$545,187

B. Incoming Costs - (Default Spread Custom%)

Dept:4 101 4210 City Clerk

	Department	First Incoming	Second Incoming	Council and Department Support
1	General Insurance	$4,376	$2,116	$6,492
1	City Hall Rent & Remodel	34,863	0	34,863
1	Non Centralized Costs	5,054	1,425	6,479
	Subtotal - 101 4000 Non Departmental	44,292	3,541	47,833
2	General City Support	27,554	10,545	38,099
	Subtotal - 101 4100 Council	27,554	10,545	38,099
3	General Administrative Support	23,750	5,937	29,687
3	Personnel Support	6,665	1,487	8,151
3	Budget Support	3,866	955	4,821
	Subtotal - 101 4200 City Manager	34,281	8,379	42,660
4	Council and Department Support	0	29,163	29,163
	Subtotal - 101 4210 City Clerk	0	29,163	29,163
5	Budget Support	0	7,270	7,270
5	Accounts Payable	0	1,962	1,962
5	Personnel Support	0	2,432	2,432
	Subtotal - 101 4300 Finance/Admin	0	11,664	11,664
6	Personnel Support	0	6,542	6,542
	Subtotal - 101 4310 HR	0	6,542	6,542
7	Device Support	0	2,568	2,568
7	Work Orders	0	24,770	24,770
	Subtotal - 101 4320 IT	0	27,337	27,337
8	Council Support	0	27,917	27,917
8	Citywide Support	0	1,901	1,901
	Subtotal - 101 4400 Attorney	0	29,818	29,818
10	Building Maintenance	0	6,810	6,810
	Subtotal - 101 5006 Government Buildi	0	6,810	6,810
Total Incoming		106,127	133,798	239,925
C. Total Allocated			$785,112	$785,112
				100.00%

St. Helena
Citywide Full Cost Allocation Plan

Council and Department Support Allocations

Dept:4 101 4210 City Clerk

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	7	3.48%	$22,683	$0	$22,683	$0	$22,683
2	101 4100 Council	8	3.98%	25,923	0	25,923	0	25,923
3	101 4200 City Manager	14	6.97%	45,365	0	45,365	0	45,365
4	101 4210 City Clerk	9	4.48%	29,163	0	29,163	0	29,163
5	101 4300 Finance/Admin	33	16.42%	106,932	0	106,932	27,088	134,020
6	101 4310 HR	10	4.98%	32,404	0	32,404	8,208	40,612
8	101 4400 Attorney	1	0.50%	3,240	0	3,240	821	4,061
9	101 5000 Public Works Admin	20	9.95%	64,807	0	64,807	16,417	81,224
10	101 5006 Government Buildings	1	0.50%	3,240	0	3,240	821	4,061
12	101 45 Planning & Building	24	11.94%	77,769	0	77,769	19,700	97,469
13	101 46 Library	1	0.50%	3,240	0	3,240	821	4,061
14	101 47 Parks & Rec	4	1.99%	12,961	0	12,961	3,283	16,245
15	101 48 Fire	3	1.49%	9,721	0	9,721	2,463	12,184
16	101 49 Police	7	3.48%	22,683	0	22,683	5,746	28,429
41	561 Water Enterprise	34	16.92%	110,173	0	110,173	27,909	138,081
42	571 Sewer Enterprise	7	3.48%	22,683	0	22,683	5,746	28,429
52	741 Street Capital Imp	17	8.46%	55,086	0	55,086	13,954	69,041
53	742 Storm Drain Imp	1	0.50%	3,240	0	3,240	821	4,061
Subtotal		201	100.00%	651,314	0	651,314	133,798	785,112
Direct Bills						0		0
Total						$651,314		$785,112

Basis Units: Agenda items per department

Allocation Summary

Dept:4 101 4210 City Clerk

	Department	Council and Department Support	Total
1	101 4000 Non Departmental	$22,683	$22,683
2	101 4100 Council	25,923	25,923
3	101 4200 City Manager	45,365	45,365
4	101 4210 City Clerk	29,163	29,163
5	101 4300 Finance/Admin	134,020	134,020
6	101 4310 HR	40,612	40,612
8	101 4400 Attorney	4,061	4,061
9	101 5000 Public Works Admin	81,224	81,224
10	101 5006 Government Buildings	4,061	4,061
12	101 45 Planning & Building	97,469	97,469
13	101 46 Library	4,061	4,061
14	101 47 Parks & Rec	16,245	16,245
15	101 48 Fire	12,184	12,184
16	101 49 Police	28,429	28,429
41	561 Water Enterprise	138,081	138,081
42	571 Sewer Enterprise	28,429	28,429
52	741 Street Capital Imp	69,041	69,041
53	742 Storm Drain Imp	4,061	4,061
Total		$785,112	$785,112

101 4300 Finance/Admin
Nature and Extent of Services

101 4300 Finance/Admin costs are distributed by the following functions:

Budget Support - Costs have been allocated based on Total Operating Budget per dept -2023 actual.

Accounts Payable - Costs have been allocated based on Transactions per department.

Accounts Receivable - Costs have been allocated based on Transactions per department.

Personnel Support - Costs have been allocated based on FTE per department.

Utility Billing - Costs have been allocated based on Transactions per enterprise fund.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs **Dept:5 101 4300 Finance/Admin**

Description		Amount	General Admin	Budget Support	Accounts Payable	Accounts Receivable	Personnel Support	Utility Billing
Personnel Costs								
Salaries	S1	674,952	0	337,476	101,243	33,748	67,495	134,990
Salary % Split			*.00%*	*50.00%*	*15.00%*	*5.00%*	*10.00%*	*20.00%*
Benefits	S	376,112	0	188,056	56,417	18,806	37,611	75,222
Subtotal - Personnel Costs		1,051,064	0	525,532	157,660	52,553	105,106	210,213
Services & Supplies Cost								
Professional Svcs	S	79,800	0	39,900	11,970	3,990	7,980	15,960
Contract Svcs	S	102,231	0	51,116	15,335	5,112	10,223	20,446
All other M&S	S	337,580	0	168,790	50,637	16,879	33,758	67,516
Subtotal - Services & Supplies		519,611	0	259,806	77,942	25,981	51,961	103,922
Department Cost Total		1,570,675	0	785,338	235,601	78,534	157,068	314,135
Adjustments to Cost								
Subtotal - Adjustments		0	0	0	0	0	0	0
Total Costs After Adjustments		1,570,675	0	785,338	235,601	78,534	157,068	314,135
General Admin Distribution			0	0	0	0	0	0
Grand Total		$1,570,675		$785,338	$235,601	$78,534	$157,068	$314,135

B. Incoming Costs - (Default Spread Custom%)

Dept:5 101 4300 Finance/Admin

	Department	First Incoming	Second Incoming	Budget Support	Accounts Payable	Accounts Receivable	Personnel Support	Utility Billing
1	General Insurance	$7,380	$3,569	$5,475	$1,095	$1,095	$1,095	$2,190
1	City Hall Rent & Remodel	95,697	0	47,849	9,570	9,570	9,570	19,139
1	Non Centralized Costs	8,237	2,322	5,279	1,056	1,056	1,056	2,112
	Subtotal - 101 4000 Non Departmental	111,315	5,891	58,603	11,721	11,721	11,721	23,441
2	General City Support	101,030	38,665	69,848	13,970	13,970	13,970	27,939
	Subtotal - 101 4100 Council	101,030	38,665	69,848	13,970	13,970	13,970	27,939
3	General Administrative Support	87,083	21,770	54,427	10,885	10,885	10,885	21,771
3	Personnel Support	11,241	2,508	6,874	1,375	1,375	1,375	2,750
3	Budget Support	6,302	1,556	3,929	786	786	786	1,572
	Subtotal - 101 4200 City Manager	104,626	25,833	65,230	13,046	13,046	13,046	26,092
4	Council and Department Support	106,932	27,088	67,010	13,402	13,402	13,402	26,804
	Subtotal - 101 4210 City Clerk	106,932	27,088	67,010	13,402	13,402	13,402	26,804
5	Budget Support	0	11,848	5,924	1,185	1,185	1,185	2,370
5	Accounts Payable	0	5,245	2,623	525	525	525	1,049
5	Personnel Support	0	4,103	2,051	410	410	410	821
	Subtotal - 101 4300 Finance/Admin	0	21,196	10,598	2,120	2,120	2,120	4,239
6	Personnel Support	0	11,034	5,517	1,103	1,103	1,103	2,207
	Subtotal - 101 4310 HR	0	11,034	5,517	1,103	1,103	1,103	2,207
7	Device Support	0	4,331	2,165	433	433	433	866
7	Work Orders	0	13,666	6,833	1,367	1,367	1,367	2,733
	Subtotal - 101 4320 IT	0	17,997	8,998	1,800	1,800	1,800	3,599
8	Council Support	0	102,362	51,181	10,236	10,236	10,236	20,472
8	Citywide Support	0	3,206	1,603	321	321	321	641
	Subtotal - 101 4400 Attorney	0	105,568	52,784	10,557	10,557	10,557	21,114
10	Building Maintenance	0	18,693	9,346	1,869	1,869	1,869	3,739
	Subtotal - 101 5006 Government Buildi	0	18,693	9,346	1,869	1,869	1,869	3,739
Total Incoming		423,903	271,965	347,934	69,587	69,587	69,587	139,174
C. Total Allocated			$2,266,543	$1,133,271	$305,188	$148,121	$226,654	$453,309
				50.00%	13.46%	6.54%	10.00%	20.00%

St. Helena
Citywide Full Cost Allocation Plan

Budget Support Allocations **Dept:5 101 4300 Finance/Admin**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	4,573,169	11.20%	$111,704	$0	$111,704	$0	$111,704
2	101 4100 Council	343,948	0.84%	8,401	0	8,401	0	8,401
3	101 4200 City Manager	540,611	1.32%	13,205	0	13,205	0	13,205
4	101 4210 City Clerk	297,623	0.73%	7,270	0	7,270	0	7,270
5	101 4300 Finance/Admin	485,062	1.19%	11,848	0	11,848	0	11,848
6	101 4310 HR	171,605	0.42%	4,192	0	4,192	675	4,866
7	101 4320 IT	161,046	0.39%	3,934	0	3,934	633	4,567
8	101 4400 Attorney	424,361	1.04%	10,365	0	10,365	1,668	12,034
9	101 5000 Public Works Admin	1,677,512	4.11%	40,975	0	40,975	6,595	47,570
10	101 5006 Government Buildings	541,378	1.33%	13,224	0	13,224	2,128	15,352
11	101 5015 PW Streets	419,179	1.03%	10,239	0	10,239	1,648	11,887
12	101 45 Planning & Building	1,173,459	2.87%	28,663	0	28,663	4,613	33,276
13	101 46 Library	908,442	2.22%	22,190	0	22,190	3,571	25,761
14	101 47 Parks & Rec	732,889	1.80%	17,901	0	17,901	2,881	20,783
15	101 48 Fire	2,375,287	5.82%	58,019	0	58,019	9,338	67,357
16	101 49 Police	3,808,997	9.33%	93,038	0	93,038	14,975	108,013
17	101 50 PW Storm/Trees/Parks	1,085,208	2.66%	26,507	0	26,507	4,266	30,774
18	209 Home Grant	4,210	0.01%	103	0	103	17	119
19	210 CDBG	8,494	0.02%	207	0	207	33	241
20	224 Public Safety (COPS)	96,166	0.24%	2,349	0	2,349	378	2,727
21	225 Gas Tax 2105	30,964	0.08%	756	0	756	122	878
22	226 Gas Tax 2106	57,152	0.14%	1,396	0	1,396	225	1,621
23	227 State Gas Tax 2107	30,576	0.07%	747	0	747	120	867
24	230 RMRA	122,427	0.30%	2,990	0	2,990	481	3,472
25	238 Training and Dev	7,224	0.02%	176	0	176	28	205
26	240 Measure T	706,719	1.73%	17,262	0	17,262	2,778	20,041
27	241 Measure T - Class I Trails	285,597	0.70%	6,976	0	6,976	1,123	8,099
28	279 Asset Forfeit	600	0.00%	15	0	15	2	17
29	283 Tree City USA	131,666	0.32%	3,216	0	3,216	518	3,734
30	286 Bocce	42,621	0.10%	1,041	0	1,041	168	1,209
31	287 Harvest Festival	17,217	0.04%	421	0	421	68	488
32	288 4th of July	15,141	0.04%	370	0	370	60	429
33	289 Recreation Program	36,050	0.09%	881	0	881	142	1,022
34	290 Tourism Impv District	632,245	1.55%	15,443	0	15,443	2,486	17,929
35	291 SB 1186 State Fees	550	0.00%	13	0	13	2	16
36	380 Friends and Foundation	134,393	0.33%	3,283	0	3,283	528	3,811
37	382 Martin Estate Trust	800	0.00%	20	0	20	3	23
38	384 Tweed Trust	33,996	0.08%	830	0	830	134	964
40	421	269,659	0.66%	6,587	0	6,587	1,060	7,647
41	561 Water Enterprise	7,143,590	17.50%	174,489	0	174,489	28,084	202,573
42	571 Sewer Enterprise	6,883,992	16.86%	168,148	0	168,148	27,064	195,212
43	572 Wastewater Bond	25,418	0.06%	621	0	621	100	721
44	581 Insurance Benefit	2,176	0.01%	53	0	53	9	62

St. Helena
Citywide Full Cost Allocation Plan

Budget Support Allocations **Dept:5 101 4300 Finance/Admin**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
45 582 Garage ISF	395,270	0.97%	$9,655	$0	$9,655	$1,554	$11,209
46 592 Equip Replacement	320,232	0.78%	7,822	0	7,822	1,259	9,081
48 700 Flood Control Capital	9,972	0.02%	244	0	244	39	283
49 713 Civic Impace	2,027	0.00%	50	0	50	8	57
50 733 Capital Project Planning	74,821	0.18%	1,828	0	1,828	294	2,122
52 741 Street Capital Imp	1,418,935	3.48%	34,659	0	34,659	5,578	40,237
53 742 Storm Drain Imp	4,906	0.01%	120	0	120	19	139
54 751 Affordable Housing	43,513	0.11%	1,063	0	1,063	171	1,234
56 764 Water Impact	6,398	0.02%	156	0	156	25	181
58 774 Sewer Impact	669,435	1.64%	16,352	0	16,352	2,632	18,983
59 890 General Fixed Assets	1,444,197	3.54%	35,276	0	35,276	5,678	40,954
Subtotal	40,829,125	100.00%	997,289	0	997,289	135,982	1,133,271
Direct Bills					0		0
Total					$997,289		$1,133,271

Basis Units: Total Operating Budget per dept -2023 actual

Accounts Payable Allocations

Dept:5 101 4300 Finance/Admin

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	328	5.03%	$13,987	$0	$13,987	$0	$13,987
2	101 4100 Council	1,468	22.52%	62,600	0	62,600	0	62,600
3	101 4200 City Manager	95	1.46%	4,051	0	4,051	0	4,051
4	101 4210 City Clerk	46	0.71%	1,962	0	1,962	0	1,962
5	101 4300 Finance/Admin	123	1.89%	5,245	0	5,245	0	5,245
6	101 4310 HR	166	2.55%	7,079	0	7,079	1,012	8,091
7	101 4320 IT	27	0.41%	1,151	0	1,151	165	1,316
8	101 4400 Attorney	31	0.48%	1,322	0	1,322	189	1,511
9	101 5000 Public Works Admin	967	14.83%	41,236	0	41,236	5,898	47,134
12	101 45 Planning & Building	192	2.95%	8,188	0	8,188	1,171	9,359
13	101 46 Library	126	1.93%	5,373	0	5,373	769	6,142
14	101 47 Parks & Rec	206	3.16%	8,785	0	8,785	1,256	10,041
15	101 48 Fire	259	3.97%	11,045	0	11,045	1,580	12,624
16	101 49 Police	176	2.70%	7,505	0	7,505	1,073	8,579
18	209 Home Grant	6	0.09%	256	0	256	37	292
19	210 CDBG	3	0.05%	128	0	128	18	146
20	224 Public Safety (COPS)	72	1.10%	3,070	0	3,070	439	3,509
23	227 State Gas Tax 2107	5	0.08%	213	0	213	30	244
25	238 Training and Dev	16	0.25%	682	0	682	98	780
27	241 Measure T - Class I Trails	1	0.02%	43	0	43	6	49
28	279 Asset Forfeit	2	0.03%	85	0	85	12	97
30	286 Bocce	12	0.18%	512	0	512	73	585
31	287 Harvest Festival	9	0.14%	384	0	384	55	439
32	288 4th of July	10	0.15%	426	0	426	61	487
34	290 Tourism Impv District	56	0.86%	2,388	0	2,388	342	2,730
35	291 SB 1186 State Fees	7	0.11%	299	0	299	43	341
36	380 Friends and Foundation	133	2.04%	5,672	0	5,672	811	6,483
37	382 Martin Estate Trust	1	0.02%	43	0	43	6	49
38	384 Tweed Trust	27	0.41%	1,151	0	1,151	165	1,316
41	561 Water Enterprise	1,075	16.49%	45,842	0	45,842	6,557	52,398
42	571 Sewer Enterprise	718	11.01%	30,618	0	30,618	4,379	34,997
44	581 Insurance Benefit	7	0.11%	299	0	299	43	341
45	582 Garage ISF	71	1.09%	3,028	0	3,028	433	3,461
46	592 Equip Replacement	17	0.26%	725	0	725	104	829
48	700 Flood Control Capital	1	0.02%	43	0	43	6	49
49	713 Civic Impace	6	0.09%	256	0	256	37	292
50	733 Capital Project Planning	6	0.09%	256	0	256	37	292
52	741 Street Capital Imp	24	0.37%	1,023	0	1,023	146	1,170
53	742 Storm Drain Imp	1	0.02%	43	0	43	6	49
54	751 Affordable Housing	5	0.08%	213	0	213	30	244
55	763 Water Capital Project	8	0.12%	341	0	341	49	390
56	764 Water Impact	1	0.02%	43	0	43	6	49
57	773 Sewer Capital	8	0.12%	341	0	341	49	390

St. Helena
Citywide Full Cost Allocation Plan

Accounts Payable Allocations **Dept:5 101 4300 Finance/Admin**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
58 774 Sewer Impact	1	0.02%	$43	$0	$43	$6	$49
Subtotal	6,519	100.00%	277,992	0	277,992	27,196	305,188
Direct Bills					0		0
Total					$277,992		$305,188

Basis Units: Transactions per department

St. Helena
Citywide Full Cost Allocation Plan

Accounts Receivable Allocations

Dept:5 101 4300 Finance/Admin

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 101 4200 City Manager	327	81.75%	$98,855	$0	$98,855	$0	$98,855
13 101 46 Library	4	1.00%	1,209	0	1,209	1,490	2,699
15 101 48 Fire	1	0.25%	302	0	302	373	675
41 561 Water Enterprise	18	4.50%	5,442	0	5,442	6,706	12,148
42 571 Sewer Enterprise	1	0.25%	302	0	302	373	675
44 581 Insurance Benefit	49	12.25%	14,813	0	14,813	18,255	33,068
Subtotal	400	100.00%	120,924	0	120,924	27,196	148,121
Direct Bills					0		0
Total					$120,924		$148,121

Basis Units: Transactions per department

St. Helena
Citywide Full Cost Allocation Plan

Personnel Support Allocations

Dept:5 101 4300 Finance/Admin

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 101 4100 Council	2.80	2.28%	$4,541	$0	$4,541	$0	$4,541
3 101 4200 City Manager	2.25	1.83%	3,649	0	3,649	0	3,649
4 101 4210 City Clerk	1.50	1.22%	2,432	0	2,432	0	2,432
5 101 4300 Finance/Admin	2.53	2.06%	4,103	0	4,103	0	4,103
6 101 4310 HR	2.65	2.15%	4,297	0	4,297	633	4,930
9 101 5000 Public Works Admin	2.64	2.15%	4,281	0	4,281	630	4,911
10 101 5006 Government Buildings	0.80	0.65%	1,297	0	1,297	191	1,488
11 101 5015 PW Streets	1.10	0.89%	1,784	0	1,784	263	2,046
12 101 45 Planning & Building	10.00	8.13%	16,216	0	16,216	2,387	18,603
13 101 46 Library	9.00	7.32%	14,594	0	14,594	2,149	16,743
14 101 47 Parks & Rec	13.95	11.34%	22,621	0	22,621	3,330	25,952
15 101 48 Fire	24.00	19.51%	38,919	0	38,919	5,730	44,648
16 101 49 Police	19.00	15.45%	30,811	0	30,811	4,536	35,346
17 101 50 PW Storm/Trees/Parks	4.90	3.98%	7,946	0	7,946	1,170	9,116
30 286 Bocce	1.05	0.85%	1,703	0	1,703	251	1,953
36 380 Friends and Foundation	3.00	2.44%	4,865	0	4,865	716	5,581
41 561 Water Enterprise	11.69	9.50%	18,957	0	18,957	2,791	21,747
42 571 Sewer Enterprise	8.94	7.27%	14,497	0	14,497	2,134	16,631
45 582 Garage ISF	1.20	0.98%	1,946	0	1,946	286	2,232
Subtotal	123.00	100.00%	199,458	0	199,458	27,196	226,654
Direct Bills					0		0
Total					$199,458		$226,654

Basis Units: FTE per department

St. Helena
Citywide Full Cost Allocation Plan

Utility Billing Allocations

Dept:5 101 4300 Finance/Admin

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
41 561 Water Enterprise	29,876	59.27%	$236,440	$0	$236,440	$32,239	$268,679
42 571 Sewer Enterprise	20,530	40.73%	162,475	0	162,475	22,154	184,629
Subtotal	50,406	100.00%	398,916	0	398,916	54,393	453,309
Direct Bills					0		0
Total					$398,916		$453,309

Basis Units: Transactions per enterprise fund

St. Helena
Citywide Full Cost Allocation Plan

Allocation Summary

Dept:5 101 4300 Finance/Admin

	Department	Budget Support	Accounts Payable	Accounts Receivable	Personnel Support	Utility Billing	Total
1	101 4000 Non Departmental	$111,704	$13,987	$0	$0	$0	$125,691
2	101 4100 Council	8,401	62,600	0	4,541	0	75,542
3	101 4200 City Manager	13,205	4,051	98,855	3,649	0	119,760
4	101 4210 City Clerk	7,270	1,962	0	2,432	0	11,664
5	101 4300 Finance/Admin	11,848	5,245	0	4,103	0	21,196
6	101 4310 HR	4,866	8,091	0	4,930	0	17,887
7	101 4320 IT	4,567	1,316	0	0	0	5,883
8	101 4400 Attorney	12,034	1,511	0	0	0	13,545
9	101 5000 Public Works Admin	47,570	47,134	0	4,911	0	99,615
10	101 5006 Government Buildings	15,352	0	0	1,488	0	16,840
11	101 5015 PW Streets	11,887	0	0	2,046	0	13,933
12	101 45 Planning & Building	33,276	9,359	0	18,603	0	61,238
13	101 46 Library	25,761	6,142	2,699	16,743	0	51,345
14	101 47 Parks & Rec	20,783	10,041	0	25,952	0	56,775
15	101 48 Fire	67,357	12,624	675	44,648	0	125,304
16	101 49 Police	108,013	8,579	0	35,346	0	151,938
17	101 50 PW Storm/Trees/Parks	30,774	0	0	9,116	0	39,889
18	209 Home Grant	119	292	0	0	0	412
19	210 CDBG	241	146	0	0	0	387
20	224 Public Safety (COPS)	2,727	3,509	0	0	0	6,236
21	225 Gas Tax 2105	878	0	0	0	0	878
22	226 Gas Tax 2106	1,621	0	0	0	0	1,621
23	227 State Gas Tax 2107	867	244	0	0	0	1,111
24	230 RMRA	3,472	0	0	0	0	3,472
25	238 Training and Dev	205	780	0	0	0	985
26	240 Measure T	20,041	0	0	0	0	20,041
27	241 Measure T - Class I Trails	8,099	49	0	0	0	8,148
28	279 Asset Forfeit	17	97	0	0	0	114
29	283 Tree City USA	3,734	0	0	0	0	3,734
30	286 Bocce	1,209	585	0	1,953	0	3,747
31	287 Harvest Festival	488	439	0	0	0	927
32	288 4th of July	429	487	0	0	0	917
33	289 Recreation Program	1,022	0	0	0	0	1,022
34	290 Tourism Impv District	17,929	2,730	0	0	0	20,658
35	291 SB 1186 State Fees	16	341	0	0	0	357
36	380 Friends and Foundation	3,811	6,483	0	5,581	0	15,875
37	382 Martin Estate Trust	23	49	0	0	0	71
38	384 Tweed Trust	964	1,316	0	0	0	2,280
40	421	7,647	0	0	0	0	7,647
41	561 Water Enterprise	202,573	52,398	12,148	21,747	268,679	557,546
42	571 Sewer Enterprise	195,212	34,997	675	16,631	184,629	432,144

St. Helena
Citywide Full Cost Allocation Plan

Allocation Summary

Dept:5 101 4300 Finance/Admin

Department	Budget Support	Accounts Payable	Accounts Receivable	Personnel Support	Utility Billing	Total
43 572 Wastewater Bond	$721	$0	$0	$0	$0	$721
44 581 Insurance Benefit	62	341	33,068	0	0	33,471
45 582 Garage ISF	11,209	3,461	0	2,232	0	16,902
46 592 Equip Replacement	9,081	829	0	0	0	9,910
48 700 Flood Control Capital	283	49	0	0	0	332
49 713 Civic Impace	57	292	0	0	0	350
50 733 Capital Project Planning	2,122	292	0	0	0	2,414
52 741 Street Capital Imp	40,237	1,170	0	0	0	41,407
53 742 Storm Drain Imp	139	49	0	0	0	188
54 751 Affordable Housing	1,234	244	0	0	0	1,478
55 763 Water Capital Project	0	390	0	0	0	390
56 764 Water Impact	181	49	0	0	0	230
57 773 Sewer Capital	0	390	0	0	0	390
58 774 Sewer Impact	18,983	49	0	0	0	19,032
59 890 General Fixed Assets	40,954	0	0	0	0	40,954
Total	$1,133,271	$305,188	$148,121	$226,654	$453,309	$2,266,543

101 4310 HR
Nature and Extent of Services

101 4310 HR costs are distributed by the following functions:

Personnel Support - Costs have been allocated based on FTE per department.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:6 101 4310 HR

Description		Amount	General Admin	Personnel Support
Personnel Costs				
Salaries	S1	100,217	0	100,217
Salary % Split			*.00%*	*100.00%*
Benefits	S	67,735	0	67,735
Subtotal - Personnel Costs		167,952	0	167,952
Services & Supplies Cost				
Professional Services	S	131,159	0	131,159
Software Maint	S	19,640	0	19,640
All other M&S	S	61,995	0	61,995
Subtotal - Services & Supplies		212,794	0	212,794
Department Cost Total		380,746	0	380,746
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		380,746	0	380,746
General Admin Distribution			0	0
Grand Total		$380,746		$380,746

B. Incoming Costs - (Default Spread Custom%)

Dept:6 101 4310 HR

	Department	First Incoming	Second Incoming	Personnel Support
1	General Insurance	$7,730	$3,739	$11,469
1	City Hall Rent & Remodel	26,072	0	26,072
1	Non Centralized Costs	2,914	821	3,736
	Subtotal - 101 4000 Non Departmental	36,716	4,560	41,277
2	General City Support	30,615	11,717	42,332
	Subtotal - 101 4100 Council	30,615	11,717	42,332
3	General Administrative Support	26,389	6,597	32,986
3	Personnel Support	11,774	2,627	14,400
3	Budget Support	2,229	550	2,780
	Subtotal - 101 4200 City Manager	40,392	9,774	50,166
4	Council and Department Support	32,404	8,208	40,612
	Subtotal - 101 4210 City Clerk	32,404	8,208	40,612
5	Budget Support	4,192	675	4,866
5	Accounts Payable	7,079	1,012	8,091
5	Personnel Support	4,297	633	4,930
	Subtotal - 101 4300 Finance/Admin	15,568	2,320	17,887
6	Personnel Support	0	11,557	11,557
	Subtotal - 101 4310 HR	0	11,557	11,557
7	Device Support	0	4,536	4,536
7	Work Orders	0	15,801	15,801
	Subtotal - 101 4320 IT	0	20,337	20,337
8	Council Support	0	31,019	31,019
8	Citywide Support	0	3,358	3,358
	Subtotal - 101 4400 Attorney	0	34,377	34,377
10	Building Maintenance	0	5,093	5,093
	Subtotal - 101 5006 Government Buildi	0	5,093	5,093
Total Incoming		155,695	107,943	263,639
C. Total Allocated			$644,385	$644,385
				100.00%

St. Helena
Citywide Full Cost Allocation Plan

Personnel Support Allocations **Dept:6 101 4310 HR**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 101 4100 Council	2.80	2.28%	$12,212	$0	$12,212	$0	$12,212
3 101 4200 City Manager	2.25	1.83%	9,813	0	9,813	0	9,813
4 101 4210 City Clerk	1.50	1.22%	6,542	0	6,542	0	6,542
5 101 4300 Finance/Admin	2.53	2.06%	11,034	0	11,034	0	11,034
6 101 4310 HR	2.65	2.15%	11,557	0	11,557	0	11,557
9 101 5000 Public Works Admin	2.64	2.15%	11,514	0	11,514	2,561	14,075
10 101 5006 Government Buildings	0.80	0.65%	3,489	0	3,489	776	4,265
11 101 5015 PW Streets	1.10	0.89%	4,797	0	4,797	1,067	5,865
12 101 45 Planning & Building	10.00	8.13%	43,613	0	43,613	9,701	53,314
13 101 46 Library	9.00	7.32%	39,252	0	39,252	8,731	47,983
14 101 47 Parks & Rec	13.95	11.34%	60,840	0	60,840	13,533	74,373
15 101 48 Fire	24.00	19.51%	104,671	0	104,671	23,282	127,954
16 101 49 Police	19.00	15.45%	82,865	0	82,865	18,432	101,297
17 101 50 PW Storm/Trees/Parks	4.90	3.98%	21,370	0	21,370	4,754	26,124
30 286 Bocce	1.05	0.85%	4,579	0	4,579	1,019	5,598
36 380 Friends and Foundation	3.00	2.44%	13,084	0	13,084	2,910	15,994
41 561 Water Enterprise	11.69	9.50%	50,984	0	50,984	11,341	62,324
42 571 Sewer Enterprise	8.94	7.27%	38,990	0	38,990	8,673	47,663
45 582 Garage ISF	1.20	0.98%	5,234	0	5,234	1,164	6,398
Subtotal	123.00	100.00%	536,441	0	536,441	107,943	644,385
Direct Bills					0		0
Total					$536,441		$644,385

Basis Units: FTE per department

Allocation Summary

Dept:6 101 4310 HR

	Department	Personnel Support	Total
2	101 4100 Council	$12,212	$12,212
3	101 4200 City Manager	9,813	9,813
4	101 4210 City Clerk	6,542	6,542
5	101 4300 Finance/Admin	11,034	11,034
6	101 4310 HR	11,557	11,557
9	101 5000 Public Works Admin	14,075	14,075
10	101 5006 Government Buildings	4,265	4,265
11	101 5015 PW Streets	5,865	5,865
12	101 45 Planning & Building	53,314	53,314
13	101 46 Library	47,983	47,983
14	101 47 Parks & Rec	74,373	74,373
15	101 48 Fire	127,954	127,954
16	101 49 Police	101,297	101,297
17	101 50 PW Storm/Trees/Parks	26,124	26,124
30	286 Bocce	5,598	5,598
36	380 Friends and Foundation	15,994	15,994
41	561 Water Enterprise	62,324	62,324
42	571 Sewer Enterprise	47,663	47,663
45	582 Garage ISF	6,398	6,398
Total		$644,385	$644,385

101 4320 IT
Nature and Extent of Services

101 4320 IT costs are distributed by the following functions:

Device Support - Costs have been allocated based on FTE per department.

Work Orders - Costs have been allocated based on Requests per department.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:7 101 4320 IT

Description		Amount	General Admin	Device Support	Work Orders
Personnel Costs					
Salaries	S1	1	0	1	1
Salary % Split			*.00%*	*50.00%*	*50.00%*
Benefits	S	0	0	0	0
Subtotal - Personnel Costs		1	0	1	1
Services & Supplies Cost					
Contract Services	S	220,417	0	110,209	110,209
Software Maint	S	121,270	0	60,635	60,635
All other M&S	S	69,484	0	34,742	34,742
Subtotal - Services & Supplies		411,171	0	205,586	205,586
Department Cost Total		411,172	0	205,586	205,586
Adjustments to Cost					
Subtotal - Adjustments		0	0	0	0
Total Costs After Adjustments		411,172	0	205,586	205,586
General Admin Distribution			0	0	0
Grand Total		$411,172		$205,586	$205,586

B. Incoming Costs - (Default Spread Custom%)

Dept:7 101 4320 IT

Department	First Incoming	Second Incoming	Device Support	Work Orders
1 Non Centralized Costs	$2,735	$771	$1,753	$1,753
Subtotal - 101 4000 Non Departmental	2,735	771	1,753	1,753
3 Budget Support	2,092	517	1,304	1,304
Subtotal - 101 4200 City Manager	2,092	517	1,304	1,304
5 Budget Support	3,934	633	2,283	2,283
5 Accounts Payable	1,151	165	658	658
Subtotal - 101 4300 Finance/Admin	5,085	798	2,941	2,941
Total Incoming	9,912	2,085	5,999	5,999
C. Total Allocated		$423,169	$211,585	$211,585
			50.00%	50.00%

Device Support Allocations **Dept:7 101 4320 IT**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 101 4100 Council	2.80	2.28%	$4,793	$0	$4,793	$0	$4,793
3 101 4200 City Manager	2.25	1.83%	3,851	0	3,851	0	3,851
4 101 4210 City Clerk	1.50	1.22%	2,568	0	2,568	0	2,568
5 101 4300 Finance/Admin	2.53	2.06%	4,331	0	4,331	0	4,331
6 101 4310 HR	2.65	2.15%	4,536	0	4,536	0	4,536
9 101 5000 Public Works Admin	2.64	2.15%	4,519	0	4,519	25	4,544
10 101 5006 Government Buildings	0.80	0.65%	1,369	0	1,369	7	1,377
11 101 5015 PW Streets	1.10	0.89%	1,883	0	1,883	10	1,893
12 101 45 Planning & Building	10.00	8.13%	17,117	0	17,117	94	17,211
13 101 46 Library	9.00	7.32%	15,406	0	15,406	84	15,490
14 101 47 Parks & Rec	13.95	11.34%	23,879	0	23,879	131	24,009
15 101 48 Fire	24.00	19.51%	41,081	0	41,081	225	41,306
16 101 49 Police	19.00	15.45%	32,523	0	32,523	178	32,701
17 101 50 PW Storm/Trees/Parks	4.90	3.98%	8,387	0	8,387	46	8,433
30 286 Bocce	1.05	0.85%	1,797	0	1,797	10	1,807
36 380 Friends and Foundation	3.00	2.44%	5,135	0	5,135	28	5,163
41 561 Water Enterprise	11.69	9.50%	20,010	0	20,010	110	20,120
42 571 Sewer Enterprise	8.94	7.27%	15,303	0	15,303	84	15,387
45 582 Garage ISF	1.20	0.98%	2,054	0	2,054	11	2,065
Subtotal	123.00	100.00%	210,542	0	210,542	1,043	211,585
Direct Bills					0		0
Total					$210,542		$211,585

Basis Units: FTE per department

St. Helena
Citywide Full Cost Allocation Plan

Work Orders Allocations **Dept:7 101 4320 IT**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2	101 4100 Council	7	1.42%	$2,989	$0	$2,989	$0	$2,989
3	101 4200 City Manager	68	13.79%	29,040	0	29,040	0	29,040
4	101 4210 City Clerk	58	11.76%	24,770	0	24,770	0	24,770
5	101 4300 Finance/Admin	32	6.49%	13,666	0	13,666	0	13,666
6	101 4310 HR	37	7.51%	15,801	0	15,801	0	15,801
9	101 5000 Public Works Admin	34	6.90%	14,520	0	14,520	122	14,642
10	101 5006 Government Buildings	21	4.26%	8,968	0	8,968	75	9,044
12	101 45 Planning & Building	20	4.06%	8,541	0	8,541	72	8,613
13	101 46 Library	48	9.74%	20,499	0	20,499	172	20,671
14	101 47 Parks & Rec	21	4.26%	8,968	0	8,968	75	9,044
15	101 48 Fire	15	3.04%	6,406	0	6,406	54	6,460
16	101 49 Police	84	17.04%	35,873	0	35,873	301	36,174
41	561 Water Enterprise	38	7.71%	16,228	0	16,228	136	16,365
42	571 Sewer Enterprise	10	2.03%	4,271	0	4,271	36	4,306
Subtotal		493	100.00%	210,542	0	210,542	1,043	211,585
Direct Bills						0		0
Total						$210,542		$211,585

Basis Units: Requests per department

Allocation Summary

Dept:7 101 4320 IT

	Department	Device Support	Work Orders	Total
2	101 4100 Council	$4,793	$2,989	$7,782
3	101 4200 City Manager	3,851	29,040	32,892
4	101 4210 City Clerk	2,568	24,770	27,337
5	101 4300 Finance/Admin	4,331	13,666	17,997
6	101 4310 HR	4,536	15,801	20,337
9	101 5000 Public Works Admin	4,544	14,642	19,186
10	101 5006 Government Buildings	1,377	9,044	10,420
11	101 5015 PW Streets	1,893	0	1,893
12	101 45 Planning & Building	17,211	8,613	25,824
13	101 46 Library	15,490	20,671	36,161
14	101 47 Parks & Rec	24,009	9,044	33,053
15	101 48 Fire	41,306	6,460	47,766
16	101 49 Police	32,701	36,174	68,875
17	101 50 PW Storm/Trees/Parks	8,433	0	8,433
30	286 Bocce	1,807	0	1,807
36	380 Friends and Foundation	5,163	0	5,163
41	561 Water Enterprise	20,120	16,365	36,484
42	571 Sewer Enterprise	15,387	4,306	19,693
45	582 Garage ISF	2,065	0	2,065
Total		$211,585	$211,585	$423,169

101 4400 Attorney
Nature and Extent of Services

101 4400 Attorney costs are distributed by the following functions:

Council Support - Costs have been allocated based on Agenda items per department.

Citywide Support - Costs have been allocated based on FTE per department.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:8 101 4400 Attorney

Description		Amount	General Admin	Council Support	Citywide Support
Personnel Costs					
Salaries	S1	1	0	1	0
Salary % Split			*.00%*	*80.00%*	*20.00%*
Benefits	S	0	0	0	0
Subtotal - Personnel Costs		1	0	1	0
Services & Supplies Cost					
Professional Contract Svcs	S	270,999	0	216,799	54,200
Litigation	S	475,000	0	380,000	95,000
Subtotal - Services & Supplies		745,999	0	596,799	149,200
Department Cost Total		746,000	0	596,800	149,200
Adjustments to Cost					
Subtotal - Adjustments		0	0	0	0
Total Costs After Adjustments		746,000	0	596,800	149,200
General Admin Distribution			0	0	0
Grand Total		$746,000		$596,800	$149,200

B. Incoming Costs - (Default Spread Custom%)

Dept:8 101 4400 Attorney

Department	First Incoming	Second Incoming	Council Support	Citywide Support
1 Non Centralized Costs	$7,206	$2,031	$7,390	$1,848
Subtotal - 101 4000 Non Departmental	7,206	2,031	7,390	1,848
2 General City Support	3,062	1,172	3,387	847
Subtotal - 101 4100 Council	3,062	1,172	3,387	847
3 General Administrative Support	2,639	660	2,639	660
3 Budget Support	5,513	1,361	5,499	1,375
Subtotal - 101 4200 City Manager	8,152	2,021	8,138	2,035
4 Council and Department Support	3,240	821	3,249	812
Subtotal - 101 4210 City Clerk	3,240	821	3,249	812
5 Budget Support	10,365	1,668	9,627	2,407
5 Accounts Payable	1,322	189	1,209	302
Subtotal - 101 4300 Finance/Admin	11,687	1,857	10,836	2,709
8 Council Support	0	3,102	2,482	620
Subtotal - 101 4400 Attorney	0	3,102	2,482	620
Total Incoming	33,348	11,004	35,481	8,870
C. Total Allocated		$790,351	$632,281	$158,070
			80.00%	20.00%

St. Helena
Citywide Full Cost Allocation Plan

Council Support Allocations

Dept:8 101 4400 Attorney

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
1	101 4000 Non Departmental	7	3.48%	$21,713	$0	$21,713	$0	$21,713
2	101 4100 Council	8	3.98%	24,815	0	24,815	0	24,815
3	101 4200 City Manager	14	6.97%	43,426	0	43,426	0	43,426
4	101 4210 City Clerk	9	4.48%	27,917	0	27,917	0	27,917
5	101 4300 Finance/Admin	33	16.42%	102,362	0	102,362	0	102,362
6	101 4310 HR	10	4.98%	31,019	0	31,019	0	31,019
8	101 4400 Attorney	1	0.50%	3,102	0	3,102	0	3,102
9	101 5000 Public Works Admin	20	9.95%	62,038	0	62,038	1,480	63,517
10	101 5006 Government Buildings	1	0.50%	3,102	0	3,102	74	3,176
12	101 45 Planning & Building	24	11.94%	74,445	0	74,445	1,775	76,221
13	101 46 Library	1	0.50%	3,102	0	3,102	74	3,176
14	101 47 Parks & Rec	4	1.99%	12,408	0	12,408	296	12,703
15	101 48 Fire	3	1.49%	9,306	0	9,306	222	9,528
16	101 49 Police	7	3.48%	21,713	0	21,713	518	22,231
41	561 Water Enterprise	34	16.92%	105,464	0	105,464	2,515	107,979
42	571 Sewer Enterprise	7	3.48%	21,713	0	21,713	518	22,231
52	741 Street Capital Imp	17	8.46%	52,732	0	52,732	1,258	53,990
53	742 Storm Drain Imp	1	0.50%	3,102	0	3,102	74	3,176
Subtotal		201	100.00%	623,478	0	623,478	8,803	632,281
Direct Bills						0		0
Total						$623,478		$632,281

Basis Units: Agenda items per department

St. Helena
Citywide Full Cost Allocation Plan

Citywide Support Allocations

Dept:8 101 4400 Attorney

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 101 4100 Council	2.80	2.28%	$3,548	$0	$3,548	$0	$3,548
3 101 4200 City Manager	2.25	1.83%	2,851	0	2,851	0	2,851
4 101 4210 City Clerk	1.50	1.22%	1,901	0	1,901	0	1,901
5 101 4300 Finance/Admin	2.53	2.06%	3,206	0	3,206	0	3,206
6 101 4310 HR	2.65	2.15%	3,358	0	3,358	0	3,358
9 101 5000 Public Works Admin	2.64	2.15%	3,345	0	3,345	52	3,398
10 101 5006 Government Buildings	0.80	0.65%	1,014	0	1,014	16	1,030
11 101 5015 PW Streets	1.10	0.89%	1,394	0	1,394	22	1,416
12 101 45 Planning & Building	10.00	8.13%	12,672	0	12,672	198	12,870
13 101 46 Library	9.00	7.32%	11,405	0	11,405	178	11,583
14 101 47 Parks & Rec	13.95	11.34%	17,678	0	17,678	276	17,954
15 101 48 Fire	24.00	19.51%	30,414	0	30,414	475	30,888
16 101 49 Police	19.00	15.45%	24,077	0	24,077	376	24,453
17 101 50 PW Storm/Trees/Parks	4.90	3.98%	6,209	0	6,209	97	6,306
30 286 Bocce	1.05	0.85%	1,331	0	1,331	21	1,351
36 380 Friends and Foundation	3.00	2.44%	3,802	0	3,802	59	3,861
41 561 Water Enterprise	11.69	9.50%	14,814	0	14,814	231	15,045
42 571 Sewer Enterprise	8.94	7.27%	11,329	0	11,329	177	11,506
45 582 Garage ISF	1.20	0.98%	1,521	0	1,521	24	1,544
Subtotal	123.00	100.00%	155,870	0	155,870	2,201	158,070
Direct Bills					0		0
Total					$155,870		$158,070

Basis Units: FTE per department

Allocation Summary

Dept:8 101 4400 Attorney

	Department	Council Support	Citywide Support	Total
1	101 4000 Non Departmental	$21,713	$0	$21,713
2	101 4100 Council	24,815	3,548	28,363
3	101 4200 City Manager	43,426	2,851	46,278
4	101 4210 City Clerk	27,917	1,901	29,818
5	101 4300 Finance/Admin	102,362	3,206	105,568
6	101 4310 HR	31,019	3,358	34,377
8	101 4400 Attorney	3,102	0	3,102
9	101 5000 Public Works Admin	63,517	3,398	66,915
10	101 5006 Government Buildings	3,176	1,030	4,205
11	101 5015 PW Streets	0	1,416	1,416
12	101 45 Planning & Building	76,221	12,870	89,091
13	101 46 Library	3,176	11,583	14,759
14	101 47 Parks & Rec	12,703	17,954	30,657
15	101 48 Fire	9,528	30,888	40,416
16	101 49 Police	22,231	24,453	46,684
17	101 50 PW Storm/Trees/Parks	0	6,306	6,306
30	286 Bocce	0	1,351	1,351
36	380 Friends and Foundation	0	3,861	3,861
41	561 Water Enterprise	107,979	15,045	123,024
42	571 Sewer Enterprise	22,231	11,506	33,737
45	582 Garage ISF	0	1,544	1,544
52	741 Street Capital Imp	53,990	0	53,990
53	742 Storm Drain Imp	3,176	0	3,176
Total		$632,281	$158,070	$790,351

101 5000 Public Works Admin
Nature and Extent of Services

101 5000 Public Works Admin costs are distributed by the following functions:

Public Works Admin Citywide Overhead - Costs have been allocated based on 2023 Expenditures per PW Divi inc. Utilities.

Public Works General Government Activity - Costs are not allocated.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:9 101 5000 Public Works Admin

Description		Amount	General Admin	Public Works Admin Citywide	Public Works General Government
Personnel Costs					
Salaries	S1	444,484	0	0	444,484
Salary % Split			*.00%*	*.00%*	*100.00%*
Benefits	S	204,976	0	0	204,976
Subtotal - Personnel Costs		649,460	0	0	649,460
Services & Supplies Cost					
Professional Contracts	S	441,823	0	0	441,823
Contract Services	S	25,154	0	0	25,154
Equip Lease	S	1,800	0	0	1,800
All other M&S	S	252,801	0	0	252,801
Transfers	S	100,000	0	0	100,000
Subtotal - Services & Supplies		821,578	0	0	821,578
Department Cost Total		1,471,038	0	0	1,471,038
Adjustments to Cost					
Subtotal - Adjustments		0	0	0	0
Total Costs After Adjustments		1,471,038	0	0	1,471,038
General Admin Distribution			0	0	0
Grand Total		$1,471,038		$0	$1,471,038
					not allocated

B. Incoming Costs - (Default Spread Custom%)

Dept:9 101 5000 Public Works Admin

	Department	First Incoming	Second Incoming	Public Works Admin Citywide	Public Works General Government
1	General Insurance	$7,701	$3,725	$11,426	$0
1	City Hall Rent & Remodel	104,488	0	104,488	0
1	Non Centralized Costs	28,487	8,029	36,516	0
	Subtotal - 101 4000 Non Departmental	140,676	11,754	152,430	0
2	General City Support	61,231	23,433	84,664	0
	Subtotal - 101 4100 Council	61,231	23,433	84,664	0
3	General Administrative Support	52,778	13,194	65,972	0
3	Personnel Support	11,730	2,617	14,346	0
3	Budget Support	21,793	5,381	27,174	0
	Subtotal - 101 4200 City Manager	86,300	21,192	107,492	0
4	Council and Department Support	64,807	16,417	81,224	0
	Subtotal - 101 4210 City Clerk	64,807	16,417	81,224	0
5	Budget Support	40,975	6,595	47,570	0
5	Accounts Payable	41,236	5,898	47,134	0
5	Personnel Support	4,281	630	4,911	0
	Subtotal - 101 4300 Finance/Admin	86,492	13,123	99,615	0
6	Personnel Support	11,514	2,561	14,075	0
	Subtotal - 101 4310 HR	11,514	2,561	14,075	0
7	Device Support	4,519	25	4,544	0
7	Work Orders	14,520	122	14,642	0
	Subtotal - 101 4320 IT	19,039	147	19,186	0
8	Council Support	62,038	1,480	63,517	0
8	Citywide Support	3,345	52	3,398	0
	Subtotal - 101 4400 Attorney	65,383	1,532	66,915	0
10	Building Maintenance	0	61,385	61,385	0
	Subtotal - 101 5006 Government Buildi	0	61,385	61,385	0
Total Incoming		535,442	151,543	686,985	0
C. Total Allocated			$2,158,023	$686,985	$1,471,038
				31.83%	68.17%

St. Helena
Citywide Full Cost Allocation Plan

Public Works Admin Citywide Overhead Allocations **Dept:9 101 5000 Public Works Admin**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
10 101 5006 Government Buildings	541,378	3.37%	$18,035	$0	$18,035	$5,104	$23,139
11 101 5015 PW Streets	419,179	2.61%	13,964	0	13,964	3,952	17,916
17 101 50 PW Storm/Trees/Parks	1,085,200	6.75%	36,151	0	36,151	10,232	46,382
41 561 Water Enterprise	7,143,590	44.44%	237,970	0	237,970	67,352	305,322
42 571 Sewer Enterprise	6,883,992	42.83%	229,323	0	229,323	64,904	294,227
Subtotal	16,073,339	100.00%	535,442	0	535,442	151,543	686,985
Direct Bills					0		0
Total					$535,442		$686,985

Basis Units: 2023 Expenditures per PW Divi inc. Utilities

Allocation Summary

Dept:9 101 5000 Public Works Admin

Department	Public Works Admin Citywide	Public Works General Government	Total
10 101 5006 Government Buildings	$23,139	$0	$23,139
11 101 5015 PW Streets	17,916	0	17,916
17 101 50 PW Storm/Trees/Parks	46,382	0	46,382
41 561 Water Enterprise	305,322	0	305,322
42 571 Sewer Enterprise	294,227	0	294,227
Total	$686,985	$0	$686,985

101 5006 Government Buildings
Nature and Extent of Services

101 5006 Government Buildings costs are distributed by the following functions:

Building Maintenance - Costs have been allocated based on Square footage per department.

St. Helena
Citywide Full Cost Allocation Plan

A. Department Costs

Dept:10 101 5006 Government Buildings

Description		Amount	General Admin	Building Maintenance
Personnel Costs				
Salaries	S1	87,697	0	87,697
Salary % Split			*.00%*	*100.00%*
Benefits	S	49,565	0	49,565
Subtotal - Personnel Costs		137,262	0	137,262
Services & Supplies Cost				
Utilities	S	180,000	0	180,000
Contract Services	S	431,930	0	431,930
All other M&S	S	126,463	0	126,463
Subtotal - Services & Supplies		738,393	0	738,393
Department Cost Total		875,655	0	875,655
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		875,655	0	875,655
General Admin Distribution			0	0
Grand Total		$875,655		$875,655

B. Incoming Costs - (Default Spread Custom%)

Dept:10 101 5006 Government Buildings

	Department	First Incoming	Second Incoming	Building Maintenance
1	General Insurance	$2,334	$1,129	$3,462
1	Non Centralized Costs	9,194	2,591	11,785
	Subtotal - 101 4000 Non Departmental	11,527	3,720	15,247
2	General City Support	3,062	1,172	4,233
	Subtotal - 101 4100 Council	3,062	1,172	4,233
3	General Administrative Support	2,639	660	3,299
3	Personnel Support	3,554	793	4,347
3	Budget Support	7,033	1,737	8,770
	Subtotal - 101 4200 City Manager	13,226	3,189	16,416
4	Council and Department Support	3,240	821	4,061
	Subtotal - 101 4210 City Clerk	3,240	821	4,061
5	Budget Support	13,224	2,128	15,352
5	Personnel Support	1,297	191	1,488
	Subtotal - 101 4300 Finance/Admin	14,521	2,319	16,840
6	Personnel Support	3,489	776	4,265
	Subtotal - 101 4310 HR	3,489	776	4,265
7	Device Support	1,369	7	1,377
7	Work Orders	8,968	75	9,044
	Subtotal - 101 4320 IT	10,338	83	10,420
8	Council Support	3,102	74	3,176
8	Citywide Support	1,014	16	1,030
	Subtotal - 101 4400 Attorney	4,116	90	4,205
9	Public Works Admin Citywide Overhea	18,035	5,104	23,139
	Subtotal - 101 5000 Public Works Adm	18,035	5,104	23,139
Total Incoming		81,554	17,274	98,827
C. Total Allocated			$974,482	$974,482
				100.00%

Building Maintenance Allocations **Dept:10 101 5006 Government Buildings**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3	101 4200 City Manager	697	1.42%	$13,600	$0	$13,600	$0	$13,600
4	101 4210 City Clerk	349	0.71%	6,810	0	6,810	0	6,810
5	101 4300 Finance/Admin	958	1.95%	18,693	0	18,693	0	18,693
6	101 4310 HR	261	0.53%	5,093	0	5,093	0	5,093
9	101 5000 Public Works Admin	3,146	6.41%	61,385	0	61,385	0	61,385
12	101 45 Planning & Building	871	1.78%	16,995	0	16,995	345	17,340
13	101 46 Library	14,445	29.45%	281,853	0	281,853	5,717	287,570
14	101 47 Parks & Rec	7,630	15.55%	148,878	0	148,878	3,020	151,898
15	101 48 Fire	15,463	31.52%	301,717	0	301,717	6,120	307,837
16	101 49 Police	5,237	10.68%	102,185	0	102,185	2,073	104,258
Subtotal		49,057	100.00%	957,209	0	957,209	17,274	974,482
Direct Bills						0		0
Total						$957,209		$974,482

Basis Units: Square footage per department

Allocation Summary

Dept:10 101 5006 Government Buildings

	Department	Building Maintenance	Total
3	101 4200 City Manager	$13,600	$13,600
4	101 4210 City Clerk	6,810	6,810
5	101 4300 Finance/Admin	18,693	18,693
6	101 4310 HR	5,093	5,093
9	101 5000 Public Works Admin	61,385	61,385
12	101 45 Planning & Building	17,340	17,340
13	101 46 Library	287,570	287,570
14	101 47 Parks & Rec	151,898	151,898
15	101 48 Fire	307,837	307,837
16	101 49 Police	104,258	104,258
Total		$974,482	$974,482

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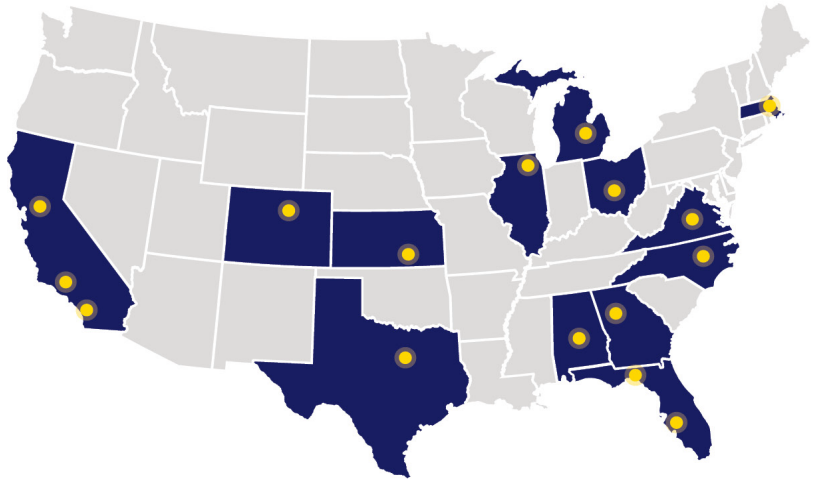
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City of St. Helena Cost Allocation Plan Financial Impact

FY 2024-25 Budget

General Fund, Water & Wastewater Enterprise Funds

Cost Allocation Plan Goals:

- Allocate centrally provided services to departments/sections in a fair and equitable manner.
- Implement a cost allocation plan that defensibly represents the City's true and reasonable costs of the General Fund providing services to the Water and Wastewater Enterprise Funds.
- Enhances transparency and accountability in the City's financial operations.

Fund 561 Water Enterprise

Account #	Department	FY 2024-2025 Water Adopted Budget	MGT Cost Allocation Plan Recommendation	Variance	Percentage
101-40-00	Non-Departmental	$ 1,094,159.00	$ 1,146,535.00	$ (52,376.00)	-4.79%
101-41-00	Council	26,706.00	143,929.00	(117,223.00)	-438.94%
101-42-00	City Manager	303,744.00	291,396.00	12,348.00	4.07%
101-42-10	City Clerk	64,125.00	138,081.00	(73,956.00)	-115.33%
101-43-00	Finance	512,438.00	557,546.00	(45,108.00)	-8.80%
101-43-10	Human Resources	69,137.00	62,324.00	6,813.00	9.85%
101-43-20	Information Technology	42,262.00	36,484.00	5,778.00	13.67%
101-44-00	Attorney	165,880.00	123,024.00	42,856.00	25.84%
	Water Total	$ 2,278,451.00	$ 2,499,319.00	(220,868.00)	-9.69%

Fund 571 Wastewater Enterprise

Account #	Department	FY 2024-2025 Water Adopted Budget	MGT Cost Allocation Plan Recommendation	Variance	Percentage
101-40-00	Non-Departmental	$ 1,010,347.00	$ 1,033,945.00	$ (23,598.00)	-2.34%
101-41-00	Council	26,706.00	29,632.00	(2,926.00)	-10.96%
101-42-00	City Manager	195,410.00	183,185.00	12,225.00	6.26%
101-42-10	City Clerk	48,212.00	28,429.00	19,783.00	41.03%
101-43-00	Finance	392,174.00	432,144.00	(39,970.00)	-10.19%
101-43-10	Human Resources	60,294.00	47,663.00	12,631.00	20.95%
101-43-20	Information Technology	41,600.00	19,693.00	21,907.00	52.66%
101-44-00	Attorney	131,560.00	33,737.00	97,823.00	74.36%
	Wastewater Total	$ 1,906,303.00	$ 1,808,428.00	$ 97,875.00	5.13%
	Total Net Allocation	**$ 4,184,754.00**	**$ 4,307,747.00**	**$ (122,993.00)**	**-2.94%**



Questions?

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	May 28, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Fiscal Year (FY) 2023-24 and 2024-25 Mid-Cycle Budget Report and Consideration of a Resolution Approving Mid-Cycle Budget Adjustments for FY 2024-25.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To provide an update on FY 2023-24 and FY 2024-25 biennial budget performance and request authorization for budget amendments related to revenue and expenditure adjustments based on updated projections for FY 2024-25.
FINANCIAL IMPACT:	The financial impact is discussed throughout this report.

BACKGROUND:

The City's two-year budget for fiscal years 2023-24 and 2024-25 was adopted by the City Council on June 13, 2023. The purpose of the Mid-Cycle Budget review is to provide an update to the Council regarding revenue and expenditure trends, and to propose appropriate revisions to the FY 2024-25 appropriations.

The FY 2024-25 budget as originally adopted estimated general fund revenues of $19.09 million and expenditures of $20.0 million, resulting in the use of general fund reserves in the amount of $914,124 to balance the budget. Adjustments are proposed both for administrative purposes (recalculation of CalPERS rates, increased health care rates, and additions to the original budget) that will enable departments to better meet public needs.

All adjustments referenced in this Staff Report can be found in more detail in Exhibit A, FY 2024-25 Mid-Cycle Budget Update. Additionally, the requested adjustments for all funds are included in the Exhibit to the resolution for ease of reviewing all proposed adjustments in one document.

DISCUSSION:

Beginning in January 2024, department heads began reviewing the FY 2024-25 adopted budget to identify where budget adjustments were necessary based on operating needs and updated cost estimates. Additionally, the City received updated information regarding estimated sales tax revenues and updated costs associated with pensions and insurance.

The FY 2024-25 adopted budget was prepared utilizing FY 2023-24 as a base and included escalators of 5% for salaries and benefits and 4% for services and maintenance expenses. Some notable cost drivers that impacted the original estimates in the FY 2024-25 adopted budget are shown in Table 1.

Table 1 - FY 2023-25 Notable Cost Drivers from FY 24 to FY 25

Item	Percent Change	Amount
Sales Tax Revenue Reduction	(9.5%)	($600,718)
Healthcare Cost Increase	18.4%	$375,922
Pension Cost Increase	14.6%	$280,487
Property & Liability Insurance Cost Increase	23.3%	$204,857
Workers Comp Cost Increase	19.4%	$86,286

Tables 2, 3, and 4 summarizes the recommended changes to the FY 2024-25 adopted General Fund, Water Operations Fund, and Wastewater Operations Fund budgets for City Council consideration. Additional information is provided in the Discussion Section of this report

Table 2 - FY 2023-24 & FY 2024-25 General Fund Budgets

General Fund Budget	Adopted FY 2024-25	Adjusted FY 2024-25
Proposed Revenues	19,087,896	18,708,046
Proposed Expenses	20,002,020	21,534,763
Difference*	***(914,124)***	***(2,826,717)***

Table 3 - FY 2023-24 & FY 2024-25 Water Operations Fund Budget

Water Fund Budget	Adopted FY 2024-25	Adjusted FY 2024-25
Proposed Revenues	9,966,726	9,966,726
Proposed Expenses	8,057,341	8,896,115
Excess for Capital Contrib.	***1,909,385***	***1,070,611***

Table 4 - FY 2023-24 & FY 2024-25 Wastewater Operations Fund Budget

Wastewater Fund Budget	Adopted FY 2024-25	Adjusted FY 2024-25
Proposed Revenues	5,223,124	5,320,999
Proposed Expenses	4,983,225	5,570,548
Difference*	***(239,899)***	***(249,549)***

* Use of Reserves to Balance the Budget

GENERAL FUND

REVENUE ADJUSTMENTS

Sales Tax

The City contracts with Avenue Analytics for its sales tax projections and receives quarterly updates based on actuals. The most recent update lowered the estimated sales tax projections for FY 2024-25 by approximately $600,000 or 9.5%. This is primarily due to operational changes in the construction segment that affect where the sales tax is reported. The changes in reporting are done through the California Department of Tax and Fee Administration (CDTFA). Most of these changes have worked through the system and we do not anticipate further reductions in the future.

Table 5 - Updated Revenue Forecast

General Fund Revenues	Adopted FY 2024-25	Adjusted FY 2024-25
TOT	4,021,071	4,021,071
Sales Tax	6,378,617	5,777,899
Property Tax	6,750,727	6,750,727
Other	1,937,482	2,158,349
Total	***19,087,896***	***18,708,046***

EXPENDITURE ADJUSTMENTS

As noted in Table 2 the revised FY 2024-25 budget estimates an increase in expenses of approximately $1.5 million. The FY 2024-25 General Fund Expenses by Object Code are shown in Table 6 and Expenses by Department are shown in Table 7.

Table 6 - General Fund Expenses by Object Code FY 2024-25

Category	FY 2024-25 Adopted	% of FY 2024-25 Budget	FY 2024-25 Adjusted	% of FY 2024-25 Budget
Salary & Benefits*	12,081,620	60.4%	13,039,175	60.6%
Services	4,590,036	22.9%	4,896,586	22.7%
Supplies	595,224	3.0%	604,183	2.8%
Maintenance	848,592	4.2%	857,092	4.0%
Taxes, Ins & Contrib.	1,055,034	5.3%	1,142,054	5.3%
Capital	127,244	0.6%	229,224	1.1%
Transfers	638,564	3.2%	736,439	3.4%
Debt	65,705	0.3%	30,010	0.1%
TOTALS	**20,002,020**		**21,534,763**	

***** 75% is typical for this category

Table 7 - General Fund Expenses by Department FY 2024-25

Category	FY 2024-25 Adopted	% of FY 2024-25 Budget	FY 2024-25 Adjusted	% of FY 2024-25 Budget
Administration	1,137,700	5.7%	1,220,991	5.7%
Admin. Services	1,107,057	5.5%	1,140,657	5.3%
Attorney	515,840	2.6%	515,840	2.4%
Community Development	1,262,102	6.3%	1,430,471	6.6%
Community Services	2,194,834	11.0%	2,498,590	11.6%
Public Safety	6,986,303	34.9%	7,594,722	35.3%
Public Works	4,536,518	22.7%	4,759,701	22.1%
Non-Dept.	1,760,682	8.8%	1,846,302	8.6%
Council	500,984	2.5%	527,489	2.4%
TOTALS	***20,002,020***		***21,534,764***	

Table 8 - Summary of General Fund Budget Updates (Revenues and Expenses) *

Description	Amount
Sales Tax Revenue Reduction	(600,718)
Healthcare Expense Increase	332,163
Pension Expense Increase	242,940
Carnegie Improvements Expense Increase	100,000
Planning Software Upgrade Expense Increase	75,500
Workers Compensation Expense Increase	66,555
Property & Liability Insurance Expense Increase	62,020
Surplus Lands Act Process Expense Increase	50,000
Government Relations Expense Increase	40,000
Annexation Expense Increase	30,000
Tree Maintenance Contract Expense Increase	25,000

**The complete list of recommended General Fund adjustments are outlined in Attachment 2.*

Table 9 - General Fund Estimated Net Position

Description	FY 2024-25	Fund Balance	Reserve %
Est. Unassigned Fund Balance @ 6/30/24		9,532,933	
Estimated Revenues @ 6/30/25	18,708,046		
Estimated Expenses @ 6/30/25	(21,534,763)		
Use of Fund Balance		(2,826,717)	
Est. Unassigned Fund Balance @ 6/30/25		6,706,216	31%

WATER OPERATING FUND

There are no changes to the estimated revenues for the Water Operating Fund and an increase in expenses of approximately $839,000. As with the General Fund, there are cost increases related to increased pension, healthcare, and workers compensation costs; however, 70% of the increase is caused by two factors: (1) scheduled debt issuance (2024 Water Bond) and (2) a transfer of $220,868 to the General Fund based on the updated Cost Allocation Plan (CAP), which is further explained at the bottom of this report.

FY 2024-25 Water Operations Fund Expenses by Object Code are shown in Table 10 and Expenses by Department are shown in Table 11 with detailed expense increases in Table 12.

Table 10 - Water Operating Fund Expenses by Object Code FY 2024-25

Category	FY 25 Adopted	% of FY 25 Budget	FY 25 Revise	% of FY 25 Budget
Salary & Benefits	2,369,754	29.4%	2,423,271	27.2%
Services	1,798,935	22.3%	1,855,835	20.9%
Supplies	2,083,089	25.9%	2,105,209	23.7%
Maintenance	356,390	4.4%	356,390	4.0%
Taxes, Ins & Contrib.	256,668	3.2%	364,241	4.1%
Capital	252,630	3.1%	278,280	3.1%
Transfers	-	0.0%	220,868	2.5%
Debt	939,874	11.7%	1,292,021	14.5%
TOTALS	**8,057,341**		**8,896,115**	

Table 11 - Water Operations Fund Expenses by Department FY 2024-25

Category	FY 25 Adopted	% of FY 25 Budget	FY 25 Revise	% of FY 25 Budget
Administration	367,868	4.6%	371,380	4.2%
Admin. Services	639,097	7.9%	648,103	7.3%
Attorney	165,880	2.1%	165,880	1.8%
Public Works	5,763,630	71.5%	5,905,223	66.4%
Non-Dept.	1,094,159	13.6%	1,774,747	19.9%
Council	26,706	0.3%	30,783	0.4%
TOTALS	***8,057,341***		***8,884,343***	

Table 12 - Summary of Water Operating Fund Budget Updates (Expenses)

Description	Amount
Debt Service Expense Increase	352,147
Transfers Out to General Fund Based on CAP	220,868
Grey Water Systems Expense Increase	65,000

Property & Liability Insurance Expense Increase	57,672
Capital Equipment Expense Increase	25,650
Process Chemicals Expense Increase	22,120
Pension Expense Increase	17,910
Healthcare Expense Increase	12,037
Workers Compensation Expense Increase	10,097

Table 13 - Water Operating Fund Estimated Fund Balance

Description	FY 25	Fund Balance	Reserve %
Est. Unassigned Fund Balance @ 6/30/24		4,624,098	
Estimated Revenues @ 6/30/25	9,966,726		
Estimated Expenses @ 6/30/25	(8,896,116)		
Use of Fund Balance		-	
Transfer to Capital		1,070,610	
Est. Unassigned Fund Balance @ 6/30/25		4,624,098	52%

WASTEWATER OPERATING FUND

While staff is not recommending any changes to the estimated revenues related to charges for service it should be noted there will be a transfer in from the General Fund of $97,875 based on the updated Cost Allocation Plan (CAP), which will increase the overall revenues for the Wastewater Fund to $5,320,999. Staff recommends an increase in expenses of approximately $587,000. As with the General Fund and Water Fund, there are cost increases related to increased pension, healthcare, and workers compensation costs; however, 86% of the increase is caused by two factors: (1) increased costs associated with property and liability insurance and (2) an increase in Other Contract Services related to continued support from outside consultants for staffing at the Wastewater Treatment Plant.

FY 2024-25 Wastewater Operations Fund Expenses by Object Code are shown in Table 14 and Expenses by Department are shown in Table 15 with detailed expense increases in Table 16.

Table 14 - Wastewater Operating Fund Expenses by Object Code FY 2024-25

Category	FY 25 Adopted	% of FY 25 Budget	FY 25 Revise	% of FY 25 Budget
Salary & Benefits	1,767,646	35.5%	1,859,868	33.4%
Services	1,321,078	26.5%	1,725,056	31.0%
Supplies	348,197	7.0%	352,594	6.3%
Maintenance	328,989	6.6%	307,839	5.5%
Taxes, Ins., & Contrib.	220,288	4.4%	327,861	5.9%
Capital	151,515	3.0%	151,515	2.7%

Transfers	-	0.0%	-	0.0%
Debt	845,815	17.0%	845,515	15.2%
TOTALS	**4,983,225**		**5,570,248**	

Table 15 - Water Operations Fund Expenses by Department FY 2024-25

Category	FY 25 Adopted	% of FY 25 Budget	FY 25 Revise	% of FY 25 Budget
Administration	247,692	5.0%	251,863	4.5%
Admin. Services	494,731	9.9%	500,941	9.0%
Attorney	131,560	2.6%	131,560	2.3%
Public Works	3,072,347	61.7%	3,537,482	64.0%
Non-Dept.	1,010,347	20.3%	1,117,920	20.1%
Council	26,706	0.5%	30,783	0.1%
TOTALS	***4,983,225***		***5,570,548***	

Table 16 - Summary of Wastewater Operating Fund Budget Updates (Expenses)

Description	Amount
Other Contract Services Expense Increase	396,840
Property & Liability Insurance Expense Increase	57,672
Healthcare Expense Increase	31,722
Pension Expense Increase	19,637
Workers Compensation Expense Increase	9,634

Table 17 - Wastewater Operating Fund Estimated Fund Balance

Description	FY 25	Fund Balance	Reserve %
Est. Unassigned Fund Balance @ 6/30/24		1,518,151	
Estimated Revenues @ 6/30/25	5,320,999		
Estimated Expenses @ 6/30/25	(5,570,548)		
Use of Fund Balance		(249,549)	
Net Difference			
Est. Unassigned Fund Balance @ 6/30/25		1,268,602	22.8%

OTHER FUNDS

Similar to General Fund and the Water and Wastewater Operations funds the FY 2024-25 adopted budget for all Other Funds was prepared utilizing FY 2023-24 as a base and included escalators of 5% for salaries and benefits and 4% for services and maintenance expenses. However, some of the expenses are anticipated to exceed the original projections. Therefore, staff is recommending the adjustments in Table 18.

Table 18 - Summary of Other Funds Updates (Expenses)

Fund	Description	Amount
224 - Public Safety COPS	NSIB Contract Increase	17,200
286 - Bocce	Salaries & Benefits Increase	344
288 - Prop 56 (SRO) Grant	Salaries & Benefits Increase	4,200
380 - Friends & Foundation	Subscriptions (Brainfuse & Coursera) Increase	10,000
582 - City Garage	Salaries & Benefits Decrease	(20,861)

MISCELLANEOUS ITEMS

Cost Allocation Plan

The City contracted with MGT of America Consulting, LLC. to conduct a Cost Allocation Plan (CAP)for the City. The CAP aims to approximate the level of effort that certain functions support at the organizational level, treating each supporting function separately and determining specific allocation methods for each department/division function.

MGT has analyzed the city's financial data and provided recommendations on the overhead costs incurred by the general fund for the services provided to the Water and Wastewater Enterprise funds. The recommendations of the cost are being implemented in FY 2024-25 by truing up the expenses that were already budgeted in the Water and Wastewater Funds for the central service departments to the costs of service identified in the CAP. The net adjustments for FY 2024-25 are identified in Table 19.

In Fiscal Year 2025-26 and moving forward, the full cost of the central service departments will be charged to the General Fund, which will be reimbursed by the Water and Wastewater Enterprise Funds through a transfer to the General Fund as identified in the CAP.

Table 19 - FY 2024-25 CAP Net Adjustments

Fund	Description	Amount
101 - General Fund	Transfer to Wastewater Operations - Fund 571	97,875
561 - Water Operations	Transfer to General Fund - Fund 101	220,868

The full Cost Allocation Plan is available on the City website here: Financial Reports | St Helena, CA (cityofsthelena.org)

FUTURE CONSIDERATIONS

Vehicle License Fee (VLF)

As noted in previous Long Range Financial Forecasts, a risk to every forecast is the ability for the State to take away funds. One of these revenues streams will affect the

City starting in FY 2025-26. Since lowering the Vehicle License Fee (VLF) rate in the mid-1990s, the State has reimbursed counties and cities for their lost revenue. Before 2004, the State provided counties and cities state General Fund revenue to reimburse for these losses. Starting in 2004, the State paid for the lost VLF revenue by redirecting a portion of property taxes from schools to counties and cities, this was known as the VLF swap. While this is a complicated distribution, the crux of the VLF distribution is based on school district enrollment. Declining enrollment will soon convert the district to basic-aid which will impact the VLF distribution. The estimated impact to St. Helena will result in an estimated $1 million loss per year to the General Fund revenues beginning in FY 2025-26.

Pension Liability Update

Annually, the pension liabilities are updated, Table 20 provides the pension liability update based on the most recent CalPERS returns. Because of the unfavorable returns, funded pension liability decreased by 7.6% in FY 2023-24, further showing the volatility of the PERS unfunded liabilities.

Table 20 - Pension Liability Update

Fiscal Year	Required Payments	Discretionary Payments	Unfunded Valuation	% Funded
2019-20	1,015,301	260,224	12,481,104	70.4%
2020-21	907,933	121,213	12,982,001	70.6%
2021-22	1,032,213	405,468	13,677,486	69.7%
2022-23	943,733	360,634	9,402,858	79.4%
2023-24	1,165,556	-	15,444,121	71.8%

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

Resolution 2024 - FY25 Mid Cycle Budget Adjustments
Exhibit A - Mid Cycle Budget Adjustments
Mid Cycle Budget Update Presentation 05.23.2024

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION APPROVING FY 2024-25 MID-CYCLE BUDGET ADJUSTMENTS TO THE GENERAL FUND, WATER FUND, WASTEWATER FUND, PUBLIC SAFETY (COPS) FUND, BOCCE FUND, PROP 56 GRANT FUND, FRIENDS & FOUNDATION FUND, AND CITY GARAGE FUND.

A. On June 13, 2023, the City adopted a biennial budget for FY 2023-24 and FY 2024-25; and

B. The FY 2024-25 budget as originally adopted estimated general fund revenues of $19.09 million and expenditures of $20.0 million, utilizing the FY 2023-24 budget as a base and adding an escalator of 5% to salary and benefits and 4% for services and maintenance expenses; and

C. It is necessary to adjust revenue and expense projections for the General Fund, Water Fund, Wastewater Fund, Public Safety (COPS) Fund, Bocce Fund, Prop 56 Grant Fund, Friends & Foundation Fund, and City Garage Fund based on factors realized after the adopting of the budget.

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

1. Adoption of this resolution is not subject to CEQA; and

2. Authorizes the budget adjustments identified in EXHIBIT A attached to this resolution.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

EXHIBIT A

Mid-Cycle Budget Update FY 2024-25

Fund 101 - General Fund

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
General Fund Revenues					
101-30-40-00-00	Retail Sales Tax	3,942,120	3,583,406	(358,714)	-9.1%
101-30-44-00-00	Measure D - Retail Sales Tax	2,352,182	2,110,178	(242,004)	-10.3%
101-39-98-00-00	Operating Transfers In	6,066	226,934	220,868	3641.1%
GL Account	**Description**	**FY 2024/25 Adopted Budget**	**FY 2024/25 Adjusted Budget**	**Variance**	**% Change**
General Fund Operating Expenditures					
Non-Department					
101-40-00-21-45	Business Recovery	160,416	108,416	(52,000)	-32.4%
101-40-00-21-52	Facility Rentals	250,640	239,060	(11,580)	-4.6%
101-40-00-24-05	Contributions	213,465	238,465	25,000	11.7%
101-40-00-24-45	REMIF/Block Party Insurance	420,296	482,316	62,020	14.8%
101-40-45-25-05	Street Sweeper Debt Service	63,674	29,615	(34,059)	-53.5%
101-40-45-25-15	Street Sweeper Interest	2,031	395	(1,636)	-80.6%
101-40-00-29-99	Transfer to Other Funds	638,564	736,439	97,875	15.3%
City Council					
101-41-00	Salary & Benefits	124,627	142,930	18,303	14.7%
101-41-00-21-45	Climate Action Initiatives	100,000	108,202	8,202	8.2%
City Manager					
101-42-00	Salary & Benefits	584,180	574,338	(9,842)	-1.7%
101-42-00-21-45	Other Contract Services	166,400	236,400	70,000	42.1%
101-42-00-21-55	Training and Conference	24,960	36,960	12,000	48.1%
City Clerk					
101-42-10	Salary & Benefits	292,669	303,802	11,133	3.8%
Administrative Services - Finance					
101-43-00	Salary & Benefits	482,550	500,295	17,745	3.7%
Administrative Services - Human Resources					
101-43-10	Salary & Benefits	114,984	78,839	(36,145)	-31.4%
101-43-10-21-45	Labor Relations Contract Services	26,000	78,000	52,000	200.0%
Community Development					
101-45-00	Salary & Benefits	1,047,507	1,080,376	32,869	3.1%
101-45-00-21-42	Card Knox Payment Provider	-	25,500	25,500	100.0%
101-45-00-21-45	Other Contract Services	50,000	150,000	100,000	200.0%
101-45-00-26-30	EV Bikes	6,248	16,248	10,000	160.1%
Community Services - Library					
101-46-00	Salary & Benefits	812,502	803,722	(8,780)	-1.1%
101-46-00-21-55	Training and Conference	4,160	7,000	2,840	68.3%
Community Services - Parks & Recreation					
101-47-12-21-45	Other Contract Services	114,400	60,000	(54,400)	-47.6%
101-47-28	Salary & Benefits	240,603	263,337	22,734	9.4%
101-47-28-22-13	Centralized Office Printer/Scanner	2,080	6,080	4,000	192.3%
101-47-28-26-40	Office Configuration Improvements	-	100,000	100,000	100.0%
101-47-40	Salary & Benefits	421,711	647,572	225,861	53.6%
101-47-40-21-10	Communication Expenses	3,640	7,140	3,500	96.2%
101-47-40-21-45	Other Contract Services	114,400	122,400	8,000	7.0%
Fire					
101-48-00	Salary & Benefits	2,292,689	2,630,069	337,380	14.7%
101-48-00-23-30	Maintenance Buildings & Grounds	17,680	26,180	8,500	48.1%
Police					
101-49-00	Salary & Benefits	4,104,625	4,299,151	194,526	4.7%
101-49-00-21-45	Other Contract Services	48,776	116,789	68,013	139.4%
Public Works					
Administration					
101-50-00	Salary & Benefits	665,857	798,956	133,099	20.0%
101-50-00-21-10	Communications	2,910	3,884	974	33.5%
101-50-00-21-55	Training and Conference	6,240	14,740	8,500	136.2%
101-50-00-22-15	Special Department Supplies	4,316	9,275	4,959	114.9%
101-50-00-26-30	Capital Equipment	13,020	5,000	(8,020)	-61.6%

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Government Buildings					
101-50-06	Salary & Benefits	144,207	114,224	(29,983)	-20.8%
Storm Drains					
101-50-13	Salary & Benefits	118,412	101,461	(16,951)	-14.3%
Streets					
101-50-15	Salary & Benefits	192,560	218,396	25,836	13.4%
Tree City					
101-50-26	Salary & Benefits	23,687	23,877	190	0.8%
101-50-26-21-45	Other Contract Services	83,200	123,200	40,000	48.1%
Parks					
101-50-27	Salary & Benefits	736,846	776,426	39,580	5.4%
101-50-27-21-45	Other Contract Services	104,000	129,000	25,000	24.0%
Fund 101 - General Fund Totals		**15,041,732**	**16,574,475**	**1,532,744**	**10.2%**

Fund 224 - Public Safety (COPS)

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Public Safety (COPS) Expenditures					
Police					
224-49-00-21-30	NSIB Contract Increase	89,336	106,536	17,200	19.3%
Fund 224 - Public Safety (COPS) Totals		**89,336**	**106,536**	**17,200**	**19.3%**

Fund 286 - Bocce

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Bocce Expenditures					
Parks & Recreation					
286-47-28	Salaries & Benefits	52,802	53,146	344	0.7%
Fund 286 - Bocce		**52,802**	**53,146**	**344**	**0.7%**

Fund 277 - Prop 56 Grant

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Prop 56 Grant Expenditures					
Police					
277-49-00	Salaries & Benefits	193,085	197,285	4,200	2.2%
Fund 277 - Prop 56 Grant		**193,085**	**197,285**	**4,200**	**2.2%**

Fund 380 - Friends & Foundation

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Friends & Foundation Expenditures					
Library					
380-46-00-23-35	Subscriptions - Brainfuse and Coursera	-	10,000	10,000	100.0%
Fund 380 - Friends & Foundation		**-**	**10,000**	**10,000**	**100.0%**

Fund 561 - Water Enterprise

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Water Operations Expenditures					
Non Department					
561-40-00-24-45	REMIF/Block Party Insurance	194,073	301,646	107,573	55.4%
561-40-00-29-99	Transfer to Other Funds	-	220,868	220,868	100.0%
561-40-45-25-15	Debt Service	222,335	574,482	352,147	158.4%
City Council					
561-41-00	Salary & Benefits	26,706	30,783	4,077	15.3%
City Manager					
561-42-00	Salary & Benefits	303,744	304,156	412	0.1%
City Clerk					
561-42-10	Salary & Benefits	54,482	57,581	3,099	5.7%

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Administrative Services - Finance					
561-43-00	Salary & Benefits	368,133	388,260	20,127	5.5%
Administrative Services - Human Resources					
561-43-10	Salary & Benefits	35,379	24,258	(11,121)	-31.4%
Public Works					
Administration					
561-50-00	Salaries & Benefits	555,691	600,557	44,866	8.1%
561-50-00-21-50	Water Efficiency - Grey Water Systems	52,000	117,000	65,000	125.0%
561-50-00-21-55	Training and Conference	6,240	14,740	8,500	136.2%
Water Distribution					
561-50-31	Salaries & Benefits	445,657	478,815	33,159	7.4%
Water Treatment					
561-50-34	Salaries & Benefits	653,804	612,703	(41,101)	-6.3%
561-50-34-21-25	Equipment Rental	62,400	20,800	(41,600)	-66.7%
561-50-34-21-45	Other Contract Services	248,000	273,000	25,000	10.1%
561-50-34-22-35	Process Chemicals	93,600	115,720	22,120	23.6%
561-50-34-26-70	Capital Equipment	154,350	180,000	25,650	16.6%
Fund 561 - Water Operations		**3,476,594**	**4,315,369**	**838,775**	**24.1%**

Fund 571 - Wastewater Enterprise

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Wastewater Operations Revenues					
571-39-98-00-00	Operating Transfers In	-	97,875	97,875	100.0%
Wastewater Operations Expenditures					
Non Department					
571-40-00-24-45	REMIF/Block Party Insurance	194,073	301,646	107,573	55.4%
City Council					
571-41-00	Salary & Benefits	26,706	30,783	4,077	15.3%
City Manager					
571-42-00	Salary & Benefits	195,410	197,999	2,589	1.3%
City Clerk					
571-42-10	Salary & Benefits	38,572	40,154	1,582	4.1%
Administrative Services - Finance					
571-43-00	Salary & Benefits	253,573	268,125	14,552	5.7%
Administrative Services - Human Resources					
571-43-10	Salary & Benefits	26,536	18,194	(8,342)	-31.4%
Public Works					
Administration					
571-50-00	Salary & Benefits	431,521	504,822	73,301	17.0%
571-50-00-21-55	Training and Conference	6,240	14,240	8,000	128.2%
Wastewater Collections					
571-50-20	Salary & Benefits	221,749	261,504	39,755	17.9%
571-50-20-21-25	Equipment Rental	41,600	66,738	25,138	60.4%
Wastewater Treatment					
571-50-29	Salary & Benefits	628,330	593,339	(34,991)	-5.6%
571-50-29-21-25	Equipment Rental	104,000	78,000	(26,000)	-25.0%
571-50-29-21-45	Other Contract Services	175,000	571,840	396,840	226.8%
571-50-29-22-15	Special Department Supplies	18,720	23,120	4,400	23.5%
571-50-29-23-12	Maintenance Supplies	78,000	31,200	(46,800)	-60.0%
571-50-29-23-15	Machinery & Equipment Maintenance	154,350	180,000	25,650	16.6%
Fund 571 - Wastewater Operations		**2,594,381**	**3,181,704**	**587,323**	**22.6%**

Fund 582 - Garage: Internal Service Fund

GL Account	Description	FY 2024/25 Adopted Budget	FY 2024/25 Adjusted Budget	Variance	% Change
Garage Expenditures					
Public Works					
582-50-37	Salaries & Benefits	162,286	141,425	(20,861)	-12.9%
Fund 582 - Garage: Internal Service Fund		**162,286**	**141,425**	**(20,861)**	**-12.9%**

FISCAL YEAR 2024-2025 MID-CYCLE BUDGET UPDATE

BY:

ANIL COMELO, CITY MANAGER

APRIL MITTS, ASSISTANT CITY MANAGER

MANDY KELLOGG, ADMINISTRATIVE SERVICES DIRECTOR

MAY 28, 2024



AGENDA

- Expense vs. Revenue Overview
- Notable Cost Drivers
- City's Vision and Mission
- Vehicle License Fee (VLF) Update
- Pension Liability Update
- Summary of Budget Updates



EXPENDITURES VS. REVENUES OVERVIEW

Fund	Adjusted FY 2024-25 Revenues	Adjusted FY 2024-25 Expenses	Variance
General Fund*	18,708,046	21,534,763	(2,826,717)
Water Operations**	9,966,726	8,896,116	1,070,610
Wastewater Operations*	5,320,999	5,570,548	(249,549)

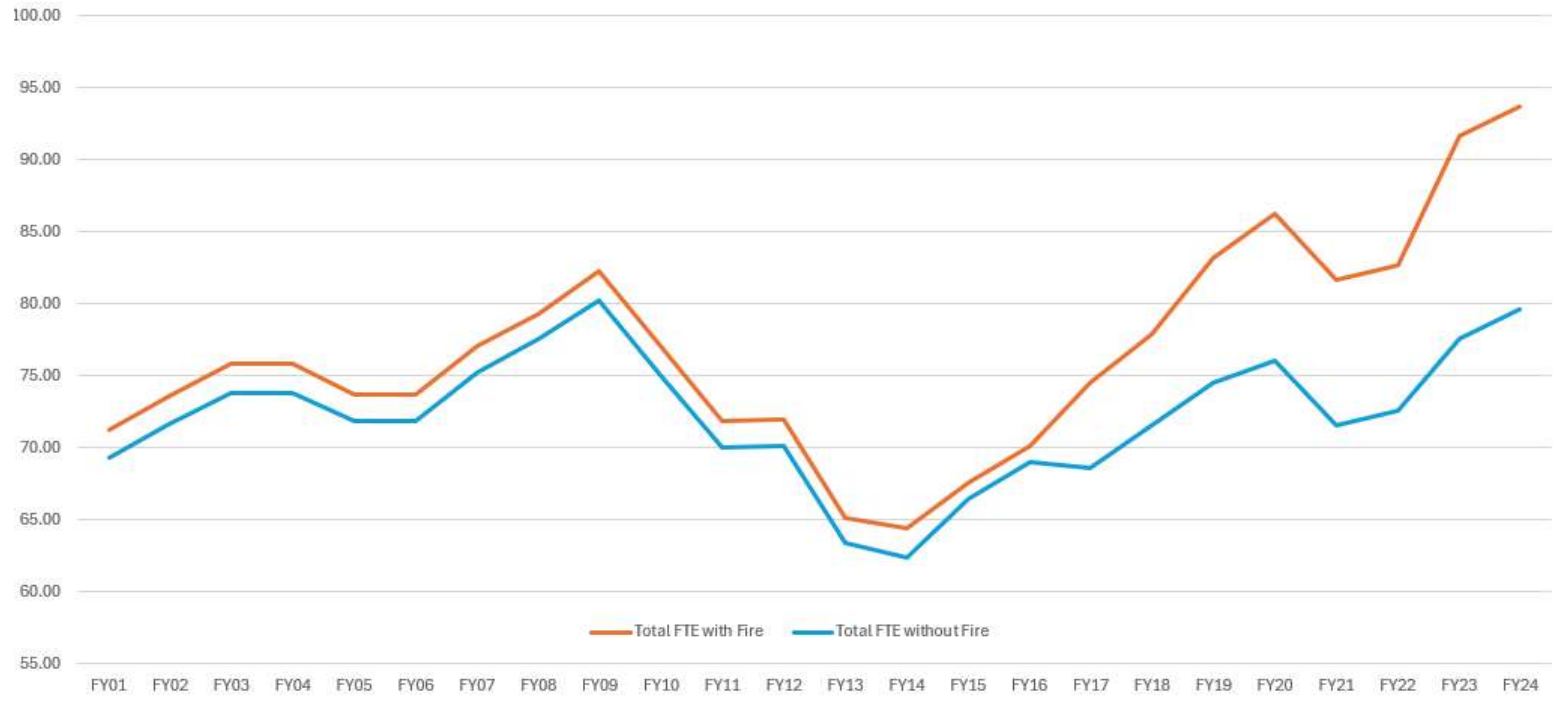
*Use of Reserves to Balance the Budget

**Excess Revenues over Expenditures will be utilized for Capital Improvement

NOTABLE COST DRIVERS FROM FY24 TO FY25

1. Sales Tax Revenue Reduction – (9.5%) or ($600,718)
2. Healthcare – 18.4% or $375,922
3. Pension Costs – 14.6% or $280,487
4. Property & Liability Insurance – 23.3% or $204,857
5. Workers Comp – 19.4% or $86,286

STAFFING LEVELS CHANGES



DISTRIBUTION OF TAX DOLLARS

Property Tax Allocation



Sales Tax Allocation [1]



[1] *Illustration is based on Bradley Burns 1% Local Sales and Use Tax, which excludes Add-ons.*

VISION STATEMENT

St. Helena strives to be a diverse, inclusive, family-friendly, economically and environmentally sustainable community which prudently manages all of its resources, continues to improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and cherishes its historic, small-town character, beautiful natural environment and high quality of life.



MISSION STATEMENT

The City of St. Helena is dedicated to serving its citizens by:

- Promoting a culture of equity, diversity and inclusion
- Supporting thriving families and ensuring the health and wellbeing of our youth
- Ensuring our long-term economic sustainability and focusing on new and diverse sources of revenue
- Preventing, preparing for, and mitigating fire and other local emergencies
- Improving and maintaining City infrastructure
- Updating our water management policies to ensure an adequate water supply
- Responding innovatively to climate change challenges and adopting environmentally sustainable best practices Preserving our historic, small-town, rural character
- Expanding recreational, active transportation and cultural opportunities
- Facilitating innovative, well-designed housing for residents of all backgrounds, ages and income levels
- Encouraging full civic participation and ongoing communication
- Strengthening regional collaboration with other public entities and building partnerships with local service providers and stakeholders

VLF UPDATE

The Vehicle License Fee, or VLF, property tax swap resulted from California budget moves in 2004 that shuffled revenue streams to help solve state budget problems.

Declining enrollment in the school district will convert the district to basic-aid, impacting the VLF distribution.

Impact to St. Helena

- Estimated Loss could occur as early as FY26
- Approximate $1.0 million loss per year in General Fund Revenue
- Result in Service Reductions from staff cuts

SUMMARY OF GENERAL FUND BUDGET UPDATES

Description	Amount
Sales Tax Revenue Reduction	(600,718)
Healthcare Expense Increase	266,048
Pension Expense Increase	242,940
Carnegie Improvements Expense Addition	100,000
Planning Software Upgrade Expense Addition	75,500
Workers Compensation Expense Increase	66,555
Property & Liability Insurance Expense Increase	62,020
Surplus Lands Act Process Expense Addition	50,000
Government Relations Expense Addition	40,000
Annexation Expense Addition	30,000
Tree Maintenance Contract Expense Increase	25,000

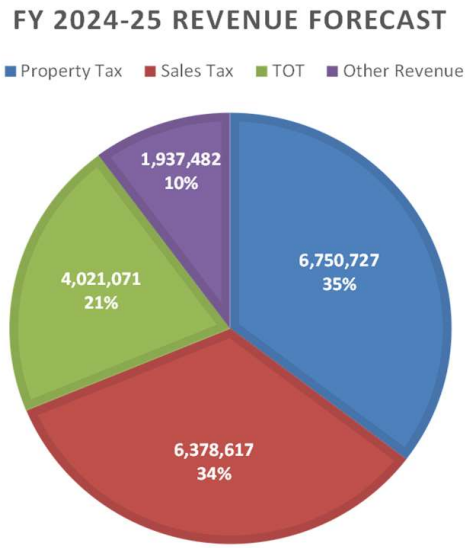
PENSION LIABILITY UPDATE

Fiscal Year	Required Payments	Discretionary Payments	Unfunded Valuation	% Funded
2019-20	1,015,301	260,224	12,481,104	70.4%
2020-21	907,933	121,213	12,982,001	70.6%
2021-22	1,032,213	405,468	13,677,486	69.7%
2022-23	943,733	360,634	9,402,858	79.4%
2023-24	1,165,556	-	15,444,121	71.8%

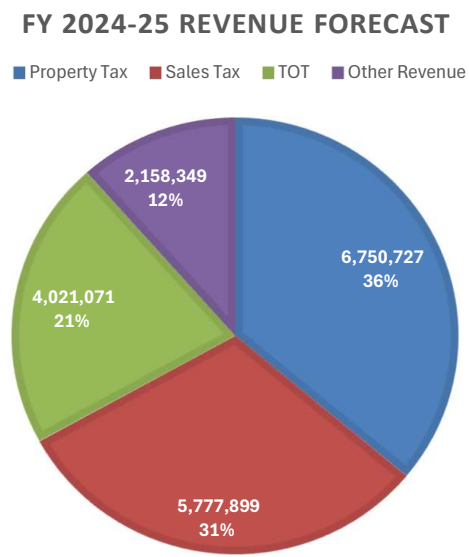
GENERAL FUND EXPENDITURES VS. REVENUES

General Fund Budget	Estimated FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25
Proposed Revenues	18,029,671	19,087,896	18,708,046
Proposed Expenses	20,909,051	20,002,020	21,534,763
Difference*	(2,879,380)	(914,124)	(2,826,717)

- Use of Reserves to Balance the Budget



Total Adopted Revenues
$19,087,896



Total Revised Revenues
$18,708,046

FY 2024-25 GENERAL FUND REVENUES

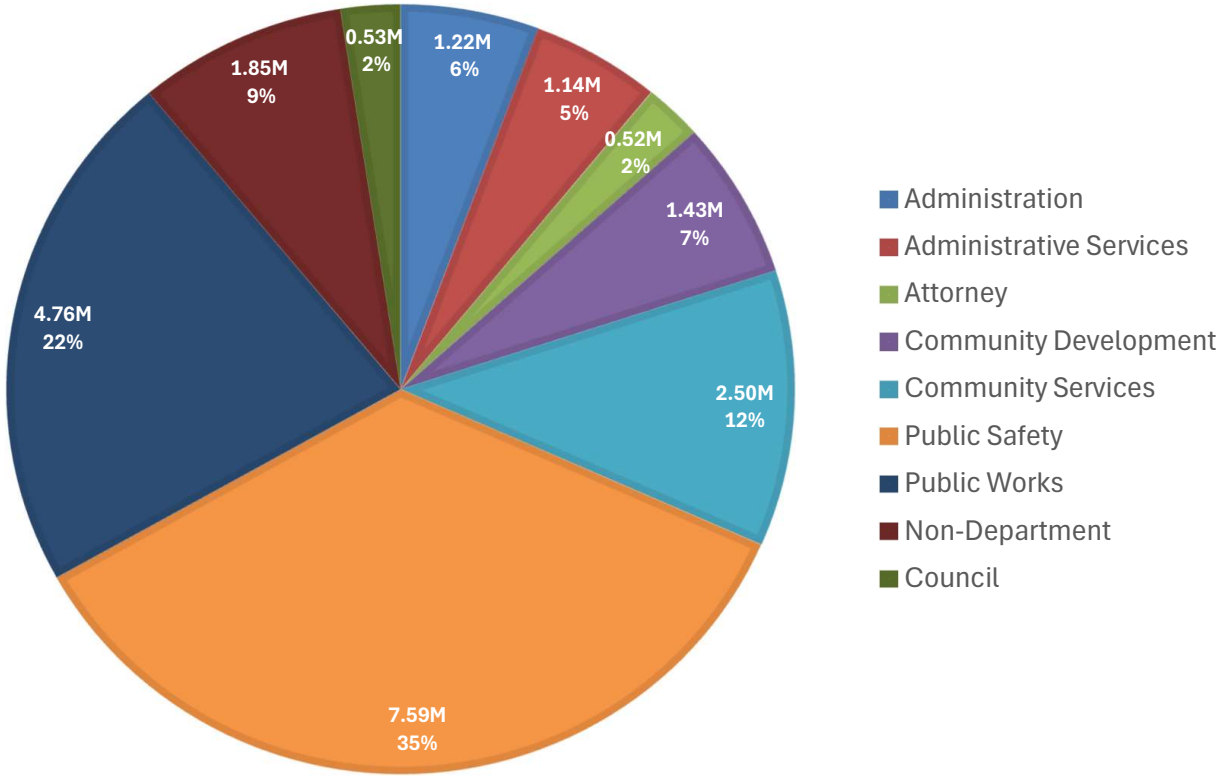
GENERAL FUND EXPENSES BY OBJECT CODE

Category	FY 25 Adopted	% of FY25 Budget	FY 25 Revised	% of FY25 Budget
Salary and Benefits	12,081,620	60.4%	13,039,175	60.6%
Services	4,590,036	22.9%	4,896,586	22.7%
Supplies	595,224	3.0%	604,183	2.8%
Maintenance	848,592	4.2%	857,092	4.0%
Taxes, Ins., & Contrib.	1,055,034	5.3%	1,142,054	5.3%
Capital	127,244	0.6%	229,224	1.1%
Transfers	638,564	3.2%	736,439	3.4%
Debt	65,705	0.3%	30,010	0.1%
TOTAL	***20,002,020***		***21,534,763***	

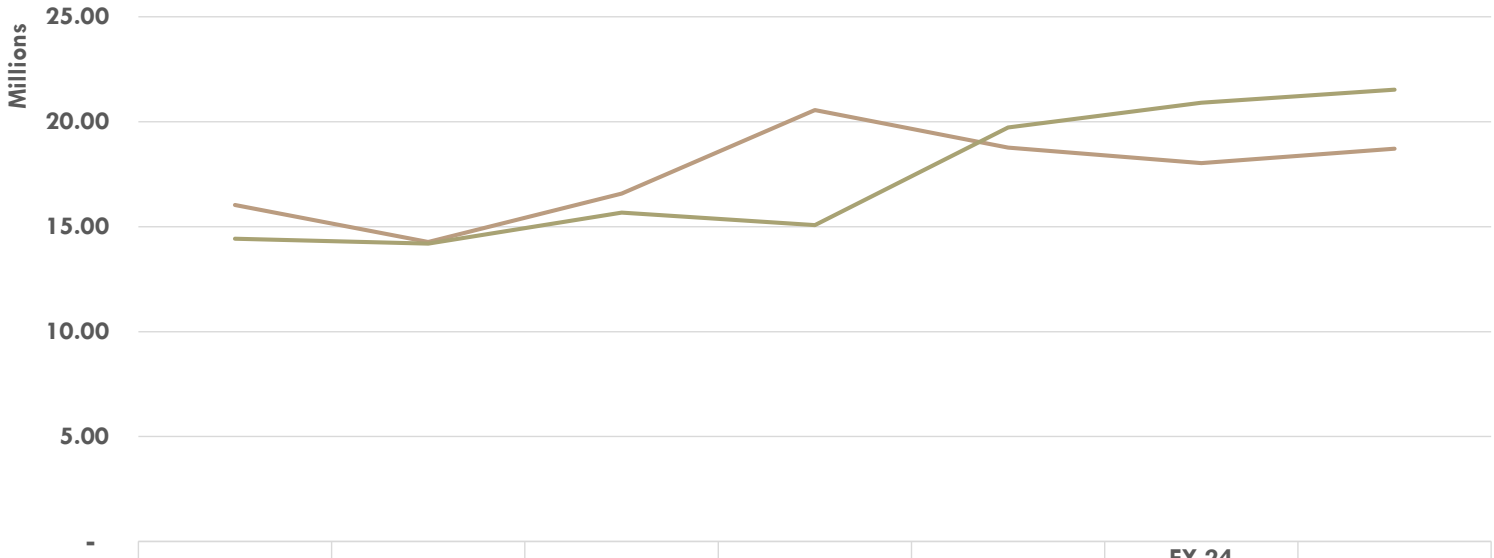
GENERAL FUND EXPENSES BY DEPARTMENT

Department	FY 25 Adopted	% of FY25 Budget	FY 25 Revised	% of FY25 Budget
Administration	1,137,700	5.7%	1,220,991	5.7%
Administrative Services	1,107,057	5.5%	1,140,657	5.3%
Attorney	515,840	2.6%	515,840	2.4%
Community Development	1,262,102	6.3%	1,430,471	6.6%
Community Services	2,194,834	11.0%	2,498,590	11.6%
Public Safety	6,986,303	34.9%	7,594,722	35.3%
Public Works	4,536,518	22.7%	4,759,701	22.1%
Non-Department*	1,760,682	8.8%	1,846,302	8.6%
Council	500,984	2.5%	527,489	2.4%
TOTAL	***20,002,020***		***21,534,764***	

GENERAL FUND EXPENSES BY DEPARTMENT



GENERAL FUND REVENUES/EXPENSES



	FY 19 Actual	FY 20 Actual	FY 21 Actual	FY 22 Actual	FY 23 Actual	FY 24 Estimated	FY 25 Adjusted
Revenues	16,032,990	14,270,828	16,579,357	20,561,585	18,765,800	18,029,671	18,708,046
Expenses	14,430,875	14,191,158	15,675,449	15,071,875	19,719,785	20,909,051	21,534,763

FY 2024-25 GENERAL FUND ESTIMATED NET POSITION

Description	FY25	Fund Balance	Reserve %
Estimated Unassigned Fund Balance @ 6/30/24		9,532,933	
Estimated Revenues @ 6/30/25	18,708,046		
Estimated Expenses @ 6/30/25	(21,534,763)		
Use of Fund Balance		(2,826,717)	
Estimated Unassigned Fund Balance @ 6/30/25		6,706,216	31%

WATER OPERATING FUND

SUMMARY OF WATER BUDGET UPDATES

Description	Amount
Debt Service Expense Increase	352,147
Transfer to General Fund per CAP	220,868
Grey Water Systems	65,000
Property & Liability Insurance Expense Increase	57,672
Capital Equipment	25,650
Process Chemicals	22,120
Pension Expense Increase	17,910
Healthcare Expense Increase	12,037
Workers Compensation Expense Increase	10,097

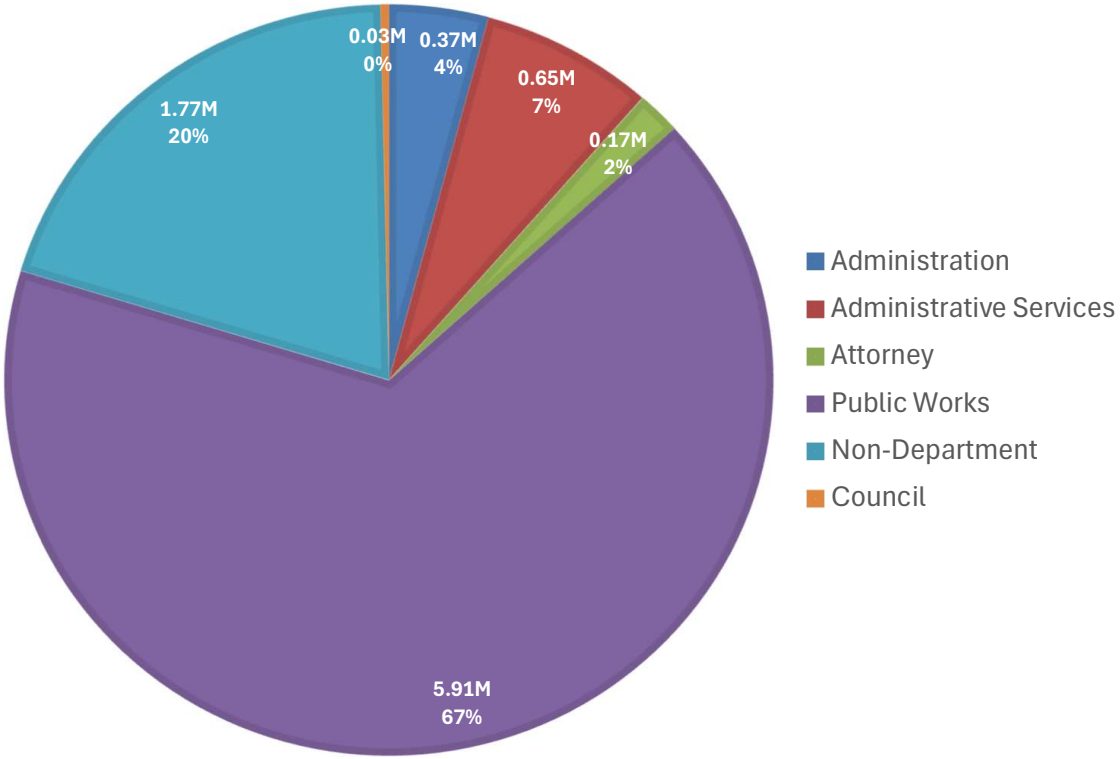
WATER OPERATING FUND EXPENSES BY OBJECT CODE

Category	FY 25 Adopted	% of FY25 Budget	FY 25 Revised	% of FY25 Budget
Salary and Benefits	2,369,754	29.4%	2,423,271	27.2%
Services	1,798,935	22.3%	1,855,835	20.9%
Supplies	2,083,089	25.9%	2,105,209	23.7%
Maintenance	356,390	4.4%	356,390	4.0%
Taxes, Ins., & Contrib.	256,668	3.2%	364,241	4.1%
Capital	252,630	3.1%	278,280	3.1%
Transfers	-	0.0%	220,868	2.5%
Debt	939,874	11.7%	1,292,021	14.5%
TOTAL	***8,057,341***		***8,896,115***	

WATER OPERATING FUND EXPENSES BY DEPARTMENT

Department	FY 25 Adopted	% of FY25 Budget	FY 25 Revised	% of FY25 Budget
Administration	367,868	4.6%	371,380	4.2%
Administrative Services	639,097	7.9%	648,103	7.3%
Attorney	165,880	2.1%	165,880	1.8%
Public Works	5,763,630	71.5%	5,905,223	66.4%
Non-Department*	1,094,159	13.6%	1,774,747	19.9%
Council	26,706	0.3%	30,783	0.4%
TOTAL	***8,057,341***		***8,896,116***	

WATER OPERATING FUND EXPENSES BY DEPARTMENT



FY 2024-25 WATER OPERATIONS FUND ESTIMATED NET POSITION

Description	FY25	Fund Balance	Net Position
Estimated Unassigned Fund Balance @ 6/20/24		4,624,098	
Estimated Revenues @ 6/30/25	9,966,726		
Estimated Expenses @ 6/30/25	(8,896,116)		
Use of Fund Balance		-	
Transfer to Capital		1,070,610	
Estimated Unassigned Fund Balance @ 6/30/25		4,624,098	52%



WASTEWATER OPERATING FUND

SUMMARY OF WASTEWATER BUDGET UPDATES

Description	Amount
Other Contract Services	396,840
Property & Liability Insurance Expense Increase	57,672
Healthcare Expense Increase	31,722
Pension Expense Increase	19,637
Workers Compensation Expense Increase	9,634

WASTEWATER FUND REVENUE UPDATE

Wastewater Fund Budget	Estimated FY 2023-24	Adopted FY 2024-25	Revised FY 2024-25
Revenues	4,744,521	5,223,124	5,320,999

WASTEWATER OPERATING FUND EXPENSES BY OBJECT CODE

Category	FY 25 Adopted	% of FY25 Budget	FY 25 Revised	% of FY25 Budget
Salary and Benefits	1,767,646	35.5%	1,859,868	33.4%
Services	1,321,078	26.5%	1,725,056	31.0%
Supplies	348,194	7.0%	352,594	6.3%
Maintenance	328,989	6.6%	307,839	5.5%
Taxes, Ins., & Contrib.	220,288	4.4%	327,861	5.9%
Capital	151,515	3.0%	151,515	2.7%
Transfers	-	0.0%	-	0.0%
Debt	845,815	17.0%	845,515	15.2%
TOTAL	***4,983,225***		***5,570,248***	

WASTEWATER OPERATING FUND EXPENSES BY DEPARTMENT

Department	FY 25 Adopted	% of FY25 Budget	FY 25 Revised	% of FY25 Budget
Administration	247,692	5.0%	251,863	4.5%
Administrative Services	494,731	9.9%	500,941	9.0%
Attorney	131,560	2.6%	131,560	2.3%
Public Works	3,072,189	61.7%	3,537,482	64.0%
Non-Department*	1,010,347	20.3%	1,117,920	20.1%
Council	26,706	0.5%	30,783	0.1%
TOTAL	***4,983,225***		***5,570,548***	

FY 2024-25 WASTEWATER OPERATIONS FUND ESTIMATED NET POSITION

Description	FY25	Fund Balance	Net Position
Estimated Unassigned Fund Balance @ 6/20/24		1,518,151	
Estimated Revenues @ 6/30/25	5,320,999		
Estimated Expenses @ 6/30/25	(5,570,548)		
Use of Fund Balance	(249,549)		
Estimated Unassigned Fund Balance @ 6/30/25		$1,268,602	23%

SALARY COMPARISON TO MARKET – AT MEDIAN

GROUP	2023	2024
Police (POA)	-19.00%	-5.90%
Miscellaneous (SHEA)*	-11.40%	-5.20%
Fire (SHPFA)	-15.70%	-10.70%
Executive	-14.80%	-7.30%
Mid-Management	-9.80%	-1.20%

*Difficult to hire classes are at 75th percentile.

SALARY COMPARISON TO MARKET – AT 75TH PERCENTILE

GROUP	2023	2024
Police (POA)	-29.10%	-14.70%
Miscellaneous (SHEA)*	-19.40%	-13.10%
Fire (SHPFA)	-20.60%	-16.70%
Executive	-19.90%	-12.30%
Mid-Management	-17.40%	-7.30%

*Difficult to hire classes are at 75th percentile.

IF WE HAD THE MONEY…

Additional revenue and staffing would enable the following:

- Roads & sidewalks would be in better shape
- Public spaces including parks would be better maintained
- Staff can be more responsive and handle requests faster
- Better enforcement of traffic laws
- Reduced reliance on consultants to replace regular employees
- Water & Wastewater infrastructure projects delivered on time

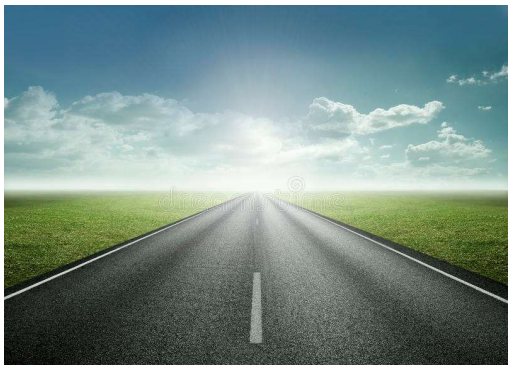
NEW REVENUE

- Incentives to increase number of hotel rooms
- State and Federal Grants
- Sale of City properties
- Potential increase in Short Term Rentals
- Hotel development
- Tax increase (Real Estate Transfer tax, Gross Receipts tax, etc.)



SUMMARY

- Strong reserves and stable revenues
- Significant investment in road pavement
- Important choices need to be made as a community



COUNCIL DIRECTION TO STAFF

1. Does the Council Approve the use of reserves as recommended for FY 2024/25?

QUESTIONS?