



City of St. Helena
Regular City Council Meeting
Tuesday, June 11, 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@cityofstheleena.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://stheleena.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. APPROVAL OF THE MINUTES

None
6. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:10 p.m.

- 6.1. [Public Comment.Richard Corsetti](#)
[Public Comment.Diana H Stockton](#)
7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:

9 - 11

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

None

9. STAFF BRIEFING

Estimated start time: 6:25 p.m.

- 9.1. Report by Director of Public Works on activities related to the City's Capital Improvement Plan (CIP) 13 - 29

[Presentation](#)

10. CONSENT ITEMS

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

Estimated start time: 6:35 p.m.

- 10.1. Approval of a resolution establishing designation of City's agents by title to obtain Federal and/or State financial assistance through the California Office of Emergency Services (Cal OES) under the California Disaster Assistance Act. 31 - 38

CEQA Determination: Not a CEQA project

Recommendation:

Approve the attached resolution.

[Staff Report - Pdf](#)

- 10.2. Proposed Approval of a Resolution Adopting and Approving the Publicly Available Pay Schedules in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the St. Helena Employees Association (SHEA), St. Helena Professional Firefighters Association (SHPFA), Police Officers Association (POA), Unrepresented Compensation Program, and Part-time classifications. 39 - 66

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approval of the attached resolution.

[Staff Report - Pdf](#)

- 10.3. Approval of a Resolution Authorizing the Designation of Authority and Updating the Process and Procedures in the Determination of Disability 67 - 74

Retirements for Employees.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 10.4. Adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Crane Park Lighting Improvements project, Capital Improvement Program Project No. C19-03. 75 - 80

CEQA Determination: Exempt

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Approve attached Resolution

[Staff Report - Pdf](#)

- 10.5. Authorize the purchase of garbage, recycling and composting containers for all city parks for a not-to-exceed cost of \$103,185 from Trash Can Warehouse to be fully reimbursed by a grant from the Upper Valley Waste Management Agency. 81 - 89

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

Approval of the purchase.

[Staff Report - Pdf](#)

- 10.6. Approval of a resolution authorizing a 3-year agreement for Fire/Emergency Dispatch Services with the Department of Forestry and Fire Protection/CAL Fire for a not-to-exceed amount of \$286,232. 91 - 114

CEQA Determination: Not a CEQA project

Prepared By: Alec Vidler, Administrative Assistant/Fire Inspector

Recommendation:

Approve the Agreement with the Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2024 through June 30, 2027 for a three-year amount not-to-exceed \$286,232

[Staff Report - Pdf](#)

- 10.7. Adoption of a Resolution approving the plans for the Downtown Sidewalk Improvements Phase 1B - Paver Repair Project and authorizing advertisement for bids. 115 - 121

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

Prepared By: Jose Calderon, Engineering Technician II

Recommendation:

Approve the Resolution.

[Staff Report - Pdf](#)

- 10.8. Approve a Resolution authorizing the City Manager to enter into a Professional Services Agreement with Mead & Hunt Inc. to provide engineering, modeling and constructability of underwater activities needed to complete Capital Improvement Program Project No. W-109 Bell Canyon Reservoir Intake Tower and Project No. W-85 Bell Valve House Replacement Project for a total not-to-exceed cost of \$1,043,211 and a 10% contingency of \$104,321 for a total consultant budget of \$1,147,532. 123 - 204

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

Approve the contract as presented.

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

Estimated start time: 6:45 p.m.

- 11.1. Approval of a Resolution approving the annexation of the property known as 2126 Madrona Avenue, St. Helena, CA (APN 009-470-010), in the St. Helena Municipal Sewer District No. 1, MSD Annexation No 149. 205 - 214

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

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

[Staff Report - Pdf](#)
[Presentation](#)

12. OLD BUSINESS

- 12.1. Consideration of: 215 - 288

1) A resolution of the City Council of the City of St. Helena, California, submitting to the qualified voters of the city a proposed city charter to authorize the City of St. Helena to enact a real property transfer tax and similar tax and assessment mechanisms beyond that provided by state law; at a general municipal election to be consolidated with the statewide general election to be held November 5, 2024; directing the city attorney to prepare an impartial analysis of the proposed charter and providing for the filing of primary and rebuttal arguments and setting rules for the filing of written arguments regarding the proposed charter; and

(2) A resolution of the City Council of the City of St. Helena, California calling for the placement of a general tax measure on the November 5, 2024 general municipal election ballot for the submission to the qualified voters of a proposed supplemental real property transfer tax; requesting the county of napa to consolidate said election with the

statewide general election of even date; and setting rules and deadlines for arguments and rebuttals for and against the measure.

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

[Staff Report - Pdf
Presentation](#)

13. NEW BUSINESS

Estimated start time: 7:00 p.m.

- 13.1. Receive report and adopt a Resolution accepting the St. Helena Flood Project Condition Assessment Report. 289 - 382

CEQA Determination: Exempt
Prepared By: Joseph Leach, Public Works Director and City Engineer
Recommendation:
Receive report and adopt associated Resolution.

[Staff Report - Pdf](#)

14. CITY COUNCIL REPORTS:

- 14.1. A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly
C. Napa Valley Tourism Corporation (Umbrella for Napa County)
D. League of California Cities – North Bay Division
E. Napa County City Selection Committee
F. Napa County Flood Control and Water Conservation District
G. Youth Opportunities Commission
H. Napa County Local Agency Formation Commission (LAFCO)
I. Napa Valley Transportation Authority (NVTa)
J. Napa County Watershed Information Center & Conservancy (WICC)
K. Upper Valley Waste Management Agency
L. Napa County Groundwater Sustainability Plan Advisory Committee
M. Napa County Regional Climate Action Committee
N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for June 25, 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 June 6, 2024.



Cindy Tzaopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

public review at the respective meeting.

From: [Richard Corsetti](#)
To: [Public Comment](#)
Subject: [External] Noble House Resort
Date: Saturday, June 8, 2024 10:14:39 PM

To the City Council:

The Noble House Resort project is too large of an undertaking to allow to be approved and built without going through the normal approval process. Why should they be an exception? I urge the city council to not be enticed into approving this project without a thorough venting and review---especially of the plans for water, sewer, and traffic control.

Sincerely,

Richard Corsetti

From: stems.coloredwater.net
To: [Public Comment](#)
Subject: [External] Noble House St. Helena Resort Agritourism Initiative
Date: Saturday, June 8, 2024 7:26:56 PM

Hello, City Council,

A few months ago a perfectly splendid plan for the re-use of a site in downtown St. Helena was proposed: a hotel in place of the Bank of America branch at 1001 Adams Street.

This is not to say that the plan was wholly laudable, but that an already developed site with water, electricity, and sewage services, within reach of fire, police, and refuse services, was contemplated, with all of downtown St. Helena within walking distance.

More recently a plan for a hotel on land hard by developed vineyard and the Napa River has been proposed, also in St. Helena, but hardly downtown.

Now we are given to understand that only the City Council is needed to vote on the adoption or refusal of a permit for this more recent hotel complex, one posited to draw down 35,000 gallons of water every day. And where is the effluent to go? To our good ol' Napa River? And how are all those hotel guests to get about—but by their own vehicles, adding immeasurably to the burden of traffic over our narrow bridges across the Napa River and at the already busy intersections of Deer Park Road with the Silverado Trail AND Highway 29.

Please allow hotels to develop within the City already served by sidewalks, crosswalks and amenities within walking distance, and leave the outskirts to continue to buffer and nourish the City with fresh air, potable water, planted and open land, the occasional farm stand, and our unmistakable quality of life endowed with gorgeous views, arable and wild lands unencumbered by the increasingly complex infrastructure hospitality complexes require and demand to keep the natural world at bay.

Let the residents of St. Helena vote in November on the St. Helena Resort Agritourism Initiative, not just the City Council on June 25.

Thank you,
Diana H Stockton

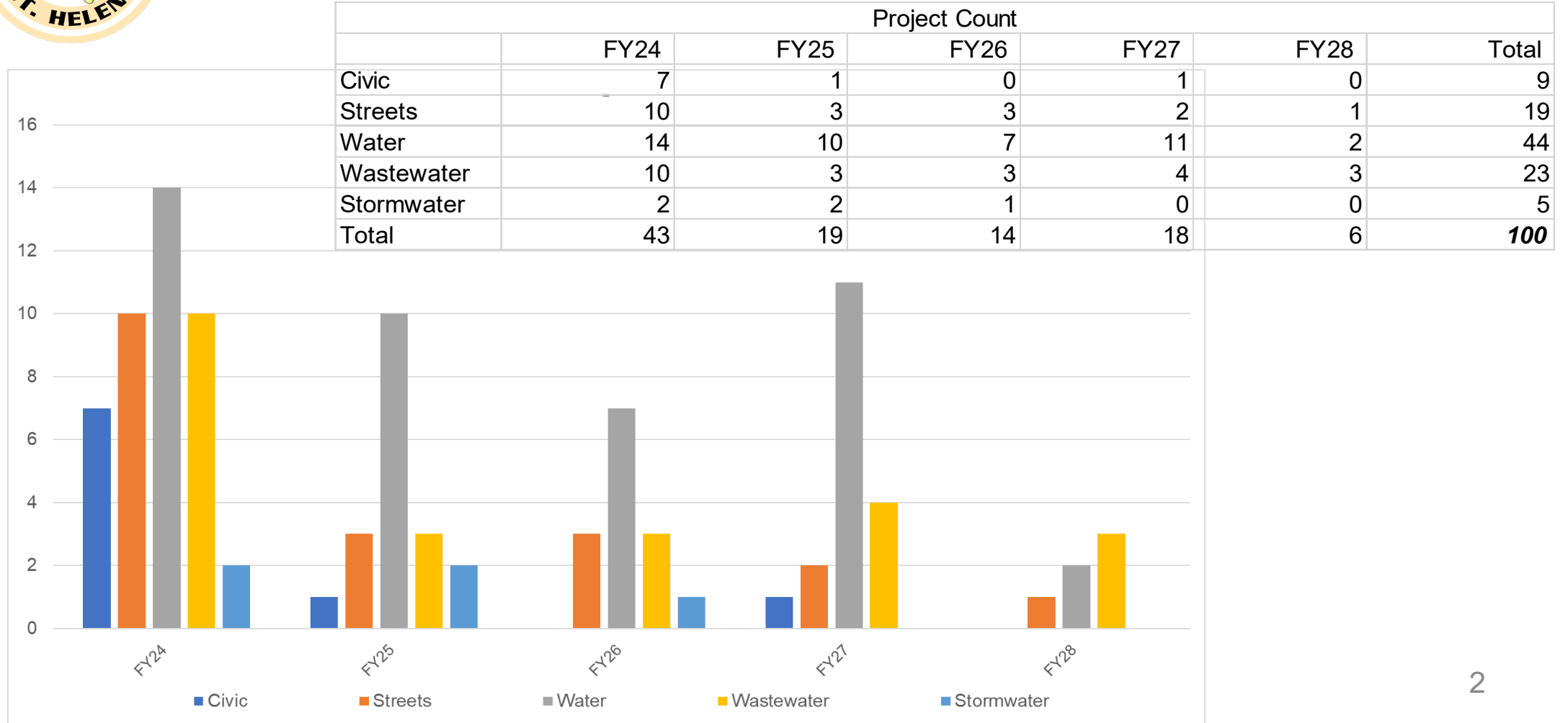


**5-Year
Capital Improvement Program
FY23/24 – FY27/28
Projects Update
June 11, 2024**

Public Works Department

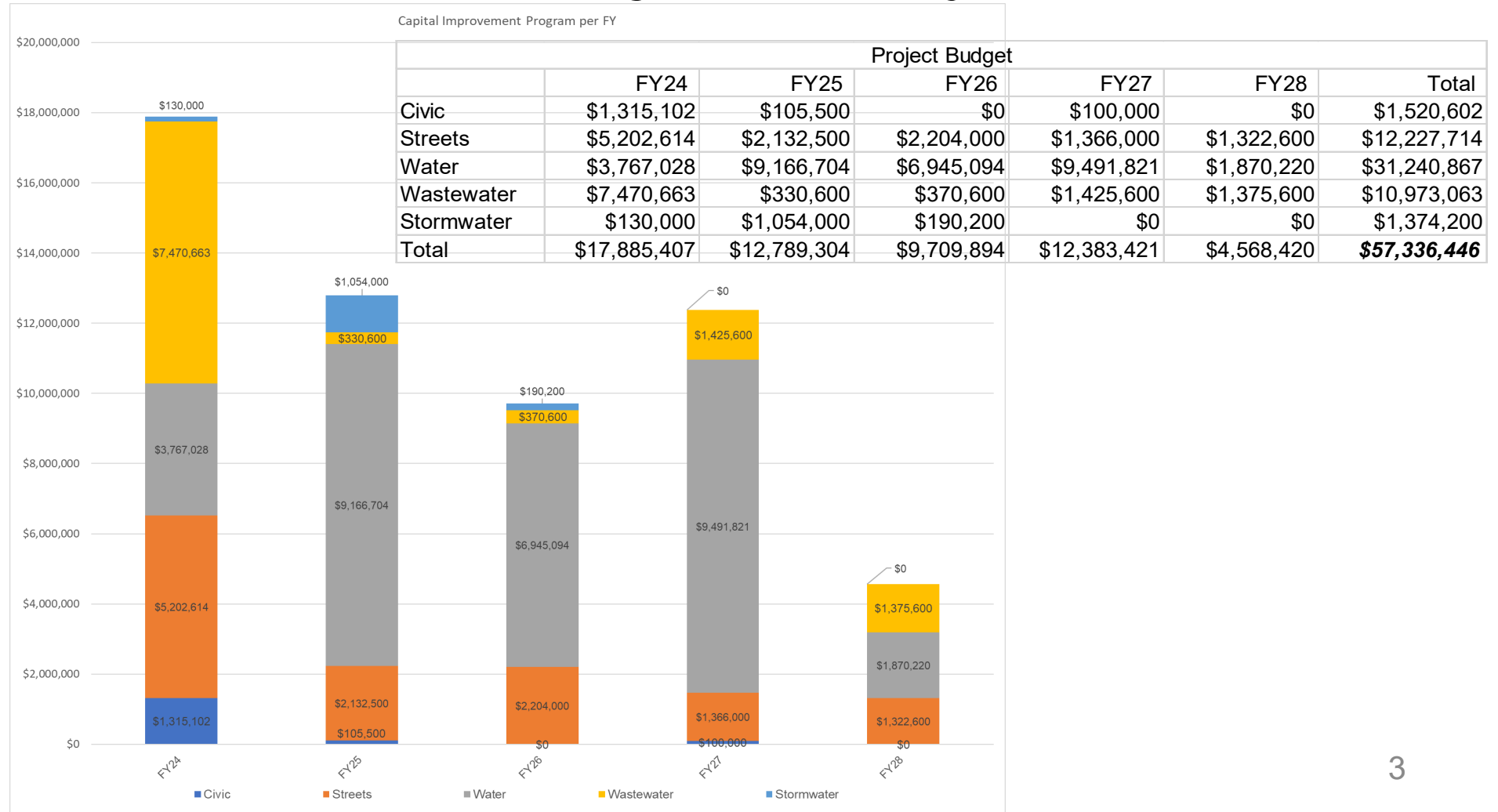


Breakdown of Projects – By Number





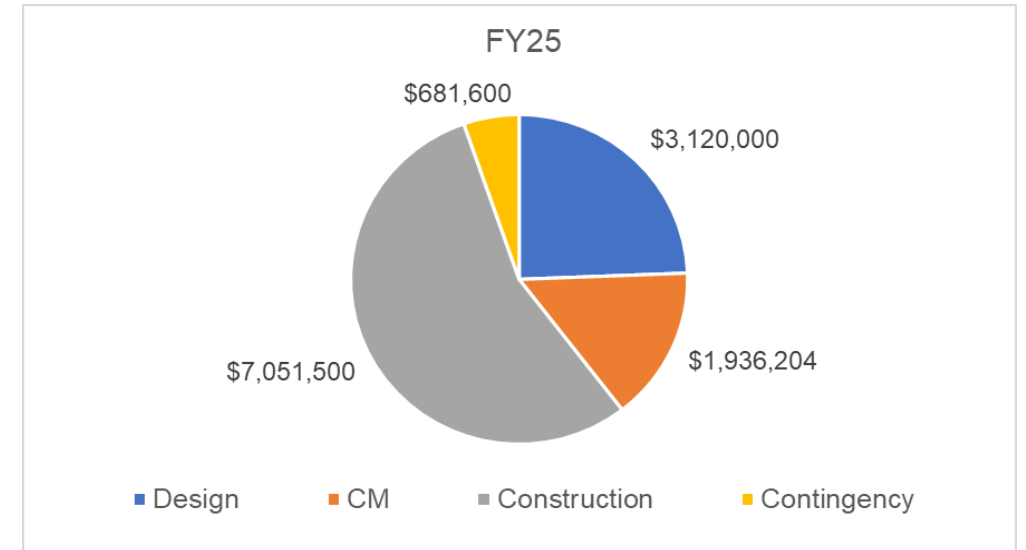
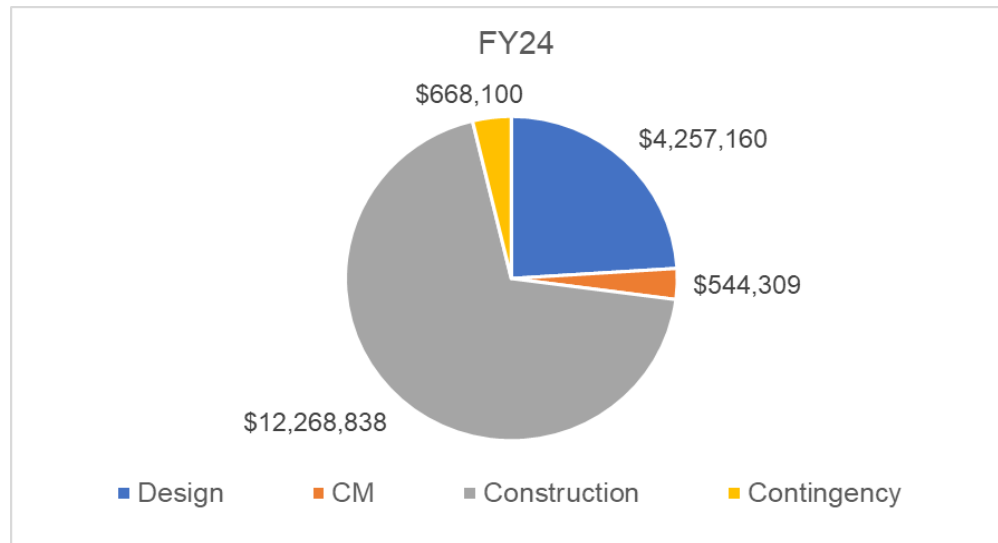
Breakdown of Projects – By Fiscal Year





Breakdown of Projects – FY24 & FY25

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



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

- Note: Need nearly 11 FTE just for design



Projects Overview

- 43 In Progress; 8 Completed; 4 Delayed;
- FY24 = \$17.9M; FY25 = \$12.8M
- FY24 = \$15.1M actively engaged



Projects Initiated

- Initiated projects for:
 - Water Tank 2 rehabilitation
 - Water Hydraulic Model (**NEW PROJECT**)
 - Geotechnical analysis and seismic retrofit of Bell Canyon Dam (**NEW PROJECT**)
 - Smart Meter Replacement Project





Project Update – Crane Park

- Crane Park Lighting Project: **COMPLETED**





Project Updates - Streets

- Streets Master Plan:
 - Project kickoff, completed ped/bike counts at select intersections
- Downtown Main St. Sidewalk Rehab:
 - Held community meeting for Phase 1a/1b updates





Project Update - Pavement

- FY23/24 Pavement Rehabilitation Project: **COMPLETED**
- FY24/25 Pavement Rehabilitation Project:
 - Awarded construction contract





What's Upcoming

- Wastewater Treatment Plant Upgrades Project:
 - Commence testing in June.
- Water Treatment Plant Condition Assessment:
 - Begin draft review of doc in July.





What's Upcoming

- Kearney/Andrea Water Main Replacement Project:
 - Completion in June/July.
- SMART Meter Project:
 - Issue RFP for construction and authorize purchase of meters.
- Parks and Recreation Master Plan:
 - Issue RFP.





Detailed Project Status



Program Highlights - Civic

Project #	Project Description	2023-24	Project Status
1- Civic			
C19-03	Crane Park Lighting Improvements	400,000	Completed
C20-02	Repaint Fire Station # 1		
C20-04	Baldwin Park Fence & Pathway Repair	80,000	Delayed
C22-01	City Hall Relocation - Tenant Improvements		
C22-02	Replace Playground Equipment and Fence at Crane Park	250,000	Grant Funded/Being Diverted to New Project
C22-03	Jacob Meily Park Drainage Site Survey and Installation of New Turf	20,000	Preliminary Design Phase
C23-01	Emergency Back-Up Power - Corp Yard & Crinella Pump Station	390,102	ETC December 2024
C24-01	Parks & Recreation Master Plan	125,000	Issue RFP by June 15th
C24-02	Trails & Open Space Amenities - Phase 1	50,000	In Progress
	Value of Projects in Process, 2/13/24	1,315,102	



Program Highlights - Streets

Project #	Project Description	2023-24	Project Status	
2- Streets				
R18-81	Downtown Sidewalk Improvements	850,314	In Process, Estimated completion of Interim Solution Summer '24	
R19-05	Grayson and South Crane Rehab	430,000	In Constuction, Estimated Completion June '24	
R19-07	Silverado Trail Guardrail Replacement		Completed	
R21-01	Silverado Trail Overlay	520,000	Completed	
R21-02	Crosswalk Improvements on Main Street/Highway 29 at Pratt Avenue and Elmhurst		Completed	
R21-04	Pope Street Crosswalk Improvements at College Avenue		Completed	
R22-79	Pavement Restoration FY22 Design/FY 23 Construction	500,000	Completed	
R23-01	Signalization Dowdell Lane and Hwy 29	200,000	Project Delayed	
R23-02	"HAWK" Pedestrian Hybrid Flashing Beacon for Hwy 29 at Charter Oak	200,000	Project Delayed	
R23-79	Pavement Restoration FY23 Design/FY 24 Construction	2,000,000	Completed	
R24-01	Streets Master Plan	200,000	Consultant Engaged, In Progress	
R24-02	Oak Avenue Rehabilitation	170,000	In Design	
R24-79	Pavement Restoration FY24 Design/FY 25 Construction	132,300	Contract Awarded May '24	
R25-79	Pavement Restoration FY 25 Design/FY 26 Construction		In Design	
R26-79	Pavement Restoration FY 26 Design/FY 27 Construction		Future Fiscal Year Project	
R27-79	Pavement Restoration FY 27 Design/FY 28 Construction		Future Fiscal Year Project	
	Value of Projects in Process, 2/13/24	5,202,614		



Program Highlights - Water

Project #	Project Description	2023-24	Project Status
3- Water			
W-101	Tank 2 Rehabilitation	940,000	Project Scoping
W-108	Lower Reservoir Rehab		Future Fiscal Year Project
W-109	Bell Canyon Intake Tower Replacement	329,323	Contract Proposed to Council 6/11/24
W-35	Bell Canyon Reservoir Improvements	100,000	Contract Proposed to Council 6/11/24
W-80	Dwyer Road Booster (Pump Station)		Future Fiscal Year Project
W-85	Bell House Valve Replacement		Future Fiscal Year Project
W-86	Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade)		Future Fiscal Year Project
W18-111	WTP Condition Assessment	200,000	In progress, Estimated Report Summer '24
W18-113	Water System SCADA Improvements		Future Fiscal Year Project
W18-118	Replace Mains <6" in Diameter		Future Fiscal Year Project
W18-120	Bell Canyon Phreatic Surface Monitoring & Assessment	100,000	In Progress
W21-01	Kearney and Andrea Water Main Replacement	875,705	In progress, Completion June '24
W24-01	Water Distribution Fire Flow Improvements	312,000	Nearing Completion, Summer '24
W24-02	Napa Intertie Pump Station (Rutherford) Replacement	400,000	In design
W24-03	ArcGIS Infrastructure Development	35,000	Nearing Completion, Summer '24
W24-04	Retrofit/Deploy SMART water meters	200,000	Contractor Secured/ In Design
W24-05	PFAS Sampling Project	25,000	Not started
W24-06	Risk and Resilience Assessment Report Implementation	75,000	Not Started
W24-07	Cyber-Security Implementation	25,000	In Progress
W24-08	Safe Yield Policy & Water Neutrality Policy Update	150,000	In Progress, Estimated Report Summer '24
W25-01	Napa Intertie Pipeline Replacement		Contract Approved by Council 5/14
W25-02	Water Treatment Plant Transmission Main Replacement		Future Fiscal Year Project
W26-02	Asset Management & Computerized Maintenance & Management System Developm		Future Fiscal Year Project
	Value of Projects in Process, 2/13/24	3,767,028	



Program Highlights - Wastewater

Project #	Project Description	2023-24	Project Status
4- Wastewater			
S-52	WWTP Phase 1 Upgrades	1,340,200	Nearing Completion, Summer '24 - Testing begins June
S18-70	Replace 1% of Sewer Mains Annually		Future Fiscal Year Project
S18-71	Crinella Pump Station Upgrades	1,140,000	Bids Received, Council Action June '24
S18-74	Update GIS Maps of Sewer System		In Progress, Completion June '24
S18-78	Recycled Water Feasibility Study		In Progress, Completion June '24
S21-01	WWTP Recycled Pipeline and Pump Station	1,719,000	In Design/Initial Planning
S23-01	Recycled Water - Crane Park Irrigation Infrastructure	50,000	In Construction
S23-02	Emergency Back-Up Power - WWTP	1,600,863	In Construction
S24-01	Closed-Circuit Television (CCTV) Inspection Program, Phase I	222,000	In Progress, Completion June '24
S24-02	High Priority Pipeline Replacement	255,600	Paused pending Completion of S24-01
S24-03	ArcGIS Infrastructure Development	35,000	Awarded Contract May '24
S24-04	Recycled Water System Master Plan Update	500,000	In Progress, Estimated Report Summer '24
S24-05	Del Campo Court Gravity Main Improvements	608,000	Contract Approved by Council May '24
S25-01	Flow Monitoring Program		In Design, Developing RFP
S26-01	Model Update and System Analysis		Future Fiscal Year Project
S26-02	Asset Management & Computerized Maintenance & Management System Developm		Future Fiscal Year Project
S27-01	WWTP Pond Cleaning, Decommissioning, and Repurpose		Future Fiscal Year Project
	Value of Projects in Process, 2/13/24	7,470,663	



Program Highlights - Stormwater

Project #	Project Description	2023-24	Project Status
5- Stormwater			
D24-01	Oak Avenue Storm Drain Rehab - Ph1	115,000	In Design
R19-03	Sulphur Creek Erosion Repair	15,000	Completed
R20-01	Mitchell Drive to Sulphur Creek Storm Drain		Future Fiscal Year Project
R20-02	Mills Lane Storm Drain Project		Future Fiscal Year Project



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	June 11, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a resolution establishing designation of City's agents by title to obtain Federal and/or State financial assistance through the California Office of Emergency Services (Cal OES) under the California Disaster Assistance Act.
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To establish designation of City's agents by title to obtain Federal and/or State financial assistance through the California Office of Emergency Services (Cal OES) under the California Disaster Assistance Act.
FINANCIAL IMPACT:	None.

BACKGROUND:

Under federal Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and state law under the California Disaster Assistance Act, City Staff must bring a resolution before the City Council periodically to maintain a current list of authorized signers on file at California Governor's Office of Emergency Services (Cal OES) for the purpose of obtaining certain federal and state financial assistance. Such a resolution authorizes designated City Staff to provide for all matters pertaining to such state and federal disaster assistance the assurances and agreements required.

DISCUSSION:

The City may incur unforeseen expenses during a declared disaster. During an emergency, a disaster can be declared to be a statewide disaster by the California Governor. This declaration will make State financial assistance available under the California Disaster Assistance Act. A disaster can also be declared to be a Presidential declaration by the United States President. This declaration will make Federal financial assistance available under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988.

In order to apply for financial assistance, the City Council must authorize certain staff by title to execute the required documentation necessary for financial assistance. This is done by adopting a City Council Resolution and a California Governor's Office of

Emergency Services Designation of Subrecipient's Agent Resolution (Cal OES Form 130) designating the authorized staff. The Cal OES Form 130 is valid for three years from the execution date.

The City approved a resolution establishing designation of City's agents by title on June 22, 2021, which is set to expire on June 22, 2024. Therefore, it is necessary to adopt a new City Council Resolution and a California Governor's Office of Emergency Services Designation of Subrecipient's Agent Resolution (Cal OES Form 130) designating the authorized staff. Staff recommends that the City Council authorize the following titles as designated agents to apply for federal and state disaster financial assistance and make necessary assurances to obtain such assistance: City Manager, Administrative Services Director, and Finance Manager effective June 11, 2024 and designate the Mayor and Vice Mayor as governing body representatives.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Resolution Designating of City's Agents by Title](#)
[Form OES-FPD-130 Designation of Applicant's Agent Resolution for Non-State Agencies](#)

CITY OF ST. HELENA

RESOLUTION No. _____

Resolution of the City Council of the City of St. Helena designating the City Manager, Administrative Services Director, and Finance Manager, on behalf of the City, to be authorized agents for Non-State Agencies as required by the California Office of Emergency Services

RECITALS

- A. The Governor's Office of Emergency Services (Cal OES) administers the State and Federal reimbursement process and grants programs for emergency and disaster relief; and
- B. Under federal Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and state law under the California Disaster Assistance Act, City Staff must bring a resolution before the City Council periodically to maintain a current list of authorized signers on file at Cal OES for the purpose of obtaining certain federal and state financial assistance; and
- C. Cal OES Form 130 requires the City of St. Helena to designate agents to engage with FEMA and Cal OES regarding assistance and grants applied for by the City; and
- D. City of St. Helena desires to ensure that Form 130 makes the City eligible to apply for disaster relief for future disaster incidents for three years.

RESOLUTION

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

- 1. Authorizes the City Manager, Administrative Services Director or Finance Manager to sign and execute applications and agreements for Federal and State disaster relief and emergency assistance.
- 2. Designates the City Manager, Administrative Services Director and Finance Manager of the City of St. Helena as the agents for Form "Cal OES 130: Designation of the Applicant's Agent Resolution for Non-State Agencies".
- 3. Designates Mayor Dohring and Vice Mayor Hall as the governing body representatives for Form "Cal OES 130: Designation of the Applicant's Agent Resolution for Non-State Agencies".

Approved at a Regular Meeting of the St. Helena City Council on June 11, 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 Tzaopoulos, City Clerk



STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
DESIGNATION OF APPLICANT'S AGENT RESOLUTION
NON-STATE AGENCIES
OES-FPD-130 (Rev. 10-2022)

RECOVERY DIRECTORATE
FINANCIAL PROCESSING DIVISION

Cal OES ID No: 55-6410-0C

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of St. Helena
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Administrative Services Director, OR
(Title of Authorized Agent)

Finance Manager
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of St. Helena,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of St. Helena, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
DESIGNATION OF APPLICANT'S AGENT RESOLUTION
NON-STATE AGENCIES
OES-FPD-130 (Rev. 10-2022)

RECOVERY DIRECTORATE
FINANCIAL PROCESSING DIVISION

Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 11th day of June, 2024

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Cindy Tzafopoulos, duly appointed and City Clerk of
(Name) (Title)
City of St. Helena, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the City Council
(Governing Body)
of the City of St. Helena on the 11th day of June, 2024.
(Name of Applicant)

(Signature)

City Clerk

(Title)



STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
DESIGNATION OF APPLICANT'S AGENT RESOLUTION
NON-STATE AGENCIES
OES-FPD-130 (Rev. 10-2022)

RECOVERY DIRECTORATE
FINANCIAL PROCESSING DIVISION

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
DESIGNATION OF APPLICANT'S AGENT RESOLUTION
NON-STATE AGENCIES
OES-FPD-130 (Rev. 10-2022)

RECOVERY DIRECTORATE
FINANCIAL PROCESSING DIVISION

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	June 11, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed Approval of a Resolution Adopting and Approving the Publicly Available Pay Schedules in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the St. Helena Employees Association (SHEA), St. Helena Professional Firefighters Association (SHPFA), Police Officers Association (POA), Unrepresented Compensation Program, and Part-time classifications.
RECOMMENDED ACTION:	Approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Approve and adopt salary schedules for classifications in SHEA, SHPFA, POA, and Unrepresented classifications, which includes Mid-management and Executive, and Part-time, effective July 1, 2024 and January 1, 2025 in accordance with the approved salary increases outlined in the MOUs and Unrepresented Compensation Program.
FINANCIAL IMPACT:	The total fiscal impact of the salary adjustments is approximately \$485,000. The total increase has been included in the Fiscal Year 2024-25 annual budget adopted by City Council on June 13, 2023 via Resolution 2023-66 and the mid-cycle budget update on May 28, 2024 via Resolution 2024-81.

BACKGROUND:

The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meets the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.
- Identifies the position title for every employee position.
- Shows the pay rate for each classification.

- Indicates the time base for each pay rate.
- CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation.

Based on salary adjustments outlined in the MOUs and the Unrepresented Compensation Program it is necessary to adopt new salary schedules for Fiscal Year 2024-25 effective July 1, 2024 and January 1, 2025. In addition, staff proposed an increase for the part-time classifications that is equivalent to the recommendations in MOUs to ensure the part-time salaries are in-line with the rest of the organization.

DISCUSSION:

SHEA Scheduled Salary Adjustments

The St. Helena Employees Association Memorandum of Understanding (MOU) effective July 1, 2022 – June 30, 2025 was ratified on September 13, 2022 and authorized salary adjustments throughout the term of the agreement. The approved MOU provides an annual Cost of Living Adjustments (COLA) made on July 1st of each year of the agreement.

Fiscal Year 2024-25 includes a COLA as follows:

- 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum increase of 3% and a maximum increase of 5%

Based on data collected from the U.S. Bureau of Labor Statistics the San Francisco/Oakland/Hayward CPI-U (April/April) for the FY 2024-25 calculation is **3.8%**.

The approved MOU also provides equity adjustments in Fiscal Year 2024-25. The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Equity adjustments will take place every six months until each classification is within the range and will be as follows:

- 7/1/24 - 2% equity adjustment
- 1/1/25 - 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

Based on the market data provided by Ralph Anderson, 10 classifications will be receiving up to a 2% equity adjustment on July 1, 2024, and 4 classifications will be receiving up to a 2% equity adjustment on January 1, 2025.

Below is a summary of the SHEA Salary Data:

Description	95% of Median Monthly Max	% +/- 95% of Median	Market Median Monthly Max	% +/- Median	Market 75th Percentile Monthly Max	% +/- 75th Percentile
SHEA Average	7,733	0.0%	8,140	-5.2%	8,705	-13.1%

SHPFA Scheduled Salary Adjustments

The St. Helena Professional Firefighters Association Memorandum of Understanding (MOU) effective July 1, 2022 – June 30, 2025 was ratified on June 27, 2023 and authorized salary adjustments throughout the term of the agreement. The approved MOU provides an annual Cost of Living Adjustments (COLA) made on July 1st of each year of the agreement.

Fiscal Year 2024-25 includes a COLA as follows:

- 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) maximum increase of 5%

Based on data collected from the U.S. Bureau of Labor Statistics the San Francisco/Oakland/Hayward CPI-U (April/April) for the FY 2024-25 calculation is **3.8%**.

The approved MOU also provides equity adjustments in Fiscal Year 2024-25. The City will provide equity adjustments for SHPFA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Equity adjustments will take place every six months until each classification is within the range and will be as follows:

- 7/1/24 - 2% equity adjustment
- 1/1/25 - 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

Based on the market data provided by Ralph Anderson, 1 classification will be receiving up to a 2% equity adjustment on July 1, 2024, and 1 classification will be receiving up to a 2% equity adjustment on January 1, 2025.

Below is a summary of the SHEA Salary Data:

Description	95% of Median Monthly Max	% +/- 95% of Median	Market Median Monthly Max	% +/- Median	Market 75th Percentile Monthly Max	% +/- 75th Percentile
SHPFA Average	10,168	-5.2%	10,703	-10.7%	11,279	-16.7%

POA Scheduled Salary Adjustments

The St. Helena Police Officers' Association (POA) Memorandum of Understanding (MOU) effective July 1, 2022 – June 30, 2025 was ratified on June 28, 2023 and authorized salary adjustments throughout the term of the agreement. The approved MOU provides an annual Cost of Living Adjustments (COLA) made on July 1st of each year of the agreement.

Fiscal Year 2024-25 includes a COLA as follows:

- 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum increase of 3% and a maximum increase of 5%

Based on data collected from the U.S. Bureau of Labor Statistics the San Francisco/Oakland/Hayward CPI-U (April/April) for the FY 2024-25 calculation is **3.8%**.

The approved MOU also provides equity adjustments in Fiscal Year 2024-25. The City will provide equity adjustments for POA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Equity adjustments will take place every six months until each classification is within the range and will be as follows:

- 7/1/24 - 2% equity adjustment
- 1/1/24 - 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

Due to staffing shortages that caused burnout, stress, and significantly impacted the ability to retain existing employees, City Council approved that the Police Officer classification be increased by 19.4% and the Sergeant classification by 14.8% effective July 1, 2023 to aid with retention and competitive recruiting efforts. As a result, the POA salaries are within -0.6% of 95% of Market Median, therefore no equity adjustments are programmed for Fiscal Year 2024-25.

Below is a summary of the POA Salary Data:

Description	95% of Median Monthly Max	% +/- 95% of Median	Market Median Monthly Max	% +/- Median	Market 75th Percentile Monthly Max	% +/- 75th Percentile
POA Average	8,962	-0.6%	9,434	-5.9%	10,286	-14.7%

Unrepresented Scheduled Salary Adjustments

The Unrepresented Compensation Program effective July 1, 2022 – June 30, 2025 was ratified on July 26, 2022 and authorized salary adjustments throughout the term of the agreement. The approved MOU provides an annual Cost of Living Adjustments (COLA) made on July 1st of each year of the agreement.

Fiscal Year 2024-25 includes a COLA as follows:

- 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) maximum increase of 5%

Based on data collected from the U.S. Bureau of Labor Statistics the San Francisco/Oakland/Hayward CPI-U (April/April) for the FY 2024-25 calculation is **3.8%**.

The approved MOU also provides equity adjustments in Fiscal Year 2024-25. The City will provide equity adjustments for Unrepresented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Equity adjustments will take place every six months until each classification is within the range and will be as follows:

- 7/1/24 - 2% equity adjustment
- 1/1/25 - 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

Based on the market data provided by Ralph Anderson, 7 classifications will be receiving up to a 2% equity adjustment on July 1, 2024, and 5 classifications will be receiving up to a 2% equity adjustment on January 1, 2025.

Below is a summary of the Mid-Management Salary Data:

Description	95% of Median Monthly Max	% +/- 95% of Median	Market Median Monthly Max	% +/- Median	Market 75th Percentile Monthly Max	% +/- 75th Percentile
Mid-Management Average	12,097	2.4%	12,734	-2.7%	13,567	-9.6%

Below is a summary of the Executive Management Salary Data:

Description	95% of Median Monthly Max	% +/- 95% of Median	Market Median Monthly Max	% +/- Median	Market 75th Percentile Monthly Max	% +/- 75th Percentile
Executive Management Average	16,823	-1.5%	17,708	-6.8%	18,646	-12.1%

Part-time Classification Salary Adjustments

Part-time Firefighters

On August 22, 2023 City Council authorized a salary adjustment to the Part-time Firefighters salary ranges to match the same hourly rates as the recently approved Full-time Firefighters salary schedules. While the Part-time Firefighters are not part of the bargaining group, they perform the same duties during their shifts, therefore it was staff recommendation to align their salaries. To remain consistent staff is recommending salary adjustments to the FY 2024-25 Part-time Firefighters salary schedules to be in line with the FY 2024-25 Full-time Firefighters salary schedules.

Casual Worker Classifications

Staff is recommending a salary increase for the Casual Worker classifications that is consistent with the annual Cost of Living Adjustments (COLA) made on July 1st of each year for the bargaining units. Based on data collected from the U.S. Bureau of Labor Statistics the San Francisco/Oakland/Hayward CPI-U (April/April) for the FY 2024-25 calculation the recommend COLA is **3.8%**.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

DOCUMENTS ATTACHMENTS:

[Resolution 2024 - Adopting Salary Schedules for FY 2024-25](#)

[Attachment A - SHEA Salary Schedule Effective 07.01.2024](#)

[Attachment B - SHEA Salary Schedule Effective 01.01.2025](#)

[Attachment C - SHPFA Salary Schedule Effective 07.01.2024](#)

[Attachment D - SHPFA Salary Schedule Effective 01.01.2025](#)

[Attachment E - POA Salary Schedule Effective 07.01.2024](#)

[Attachment F - Mid Management Salary Schedule Effective 07.01.2024](#)

[Attachment G - Mid Management Salary Schedule Effective 01.01.2025](#)

[Attachment H - Executive Management Salary Schedule Effective 07.01.2024](#)

[Attachment I - Executive Management Salary Schedule Effective 01.01.2025](#)

[Attachment J - Part-time Extra-Help Elected Positions Salary Schedule Effective 07.01.2024](#)

[Attachment K - Part-time Extra-Help Elected Positions Salary Schedule Effective 01.01.2025](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

DULY ADOPTING AND APPROVING PUBLICLY AVAILABLE PAY SCHEDULES FOR THE ST. HELENA EMPLOYEES ASSOCIATION, ST. HELENA PROFESSIONAL FIREFIGHTERS ASSOCIATION, ST. HELENA POLICE OFFICERS ASSOCIATION, THE UNREPRESENTED COMPENSATION PROGRAM WHICH INCLUDES MID-MANAGEMENT AND EXECUTIVE MANAGEMENT, AND PART-TIME CLASSIFICATIONS IN ACCORDANCE WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, WHICH INLCUDES REVISED SALARY SCHEDULES EFFECTIVE JULY 1, 2024 AND JANUARY 1, 2025.

- A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- C. During negotiations with the various bargaining units the City Council authorized a COLA up to 5% Based on data collected from the U.S. Bureau of Labor Statistics the San Francisco/Oakland/Hayward CPI-U (April/April), which was 3.8% effective July 1, 2024; and
- D. City Council authorized up to a 2% Equity Adjustment on July 1, 2024 and January 1, 2025 for qualified positions; and
- E. July 1st equity adjustments will be combined with the COLA for salary adjustment calculations; and
- F. Staff recommends the same salary adjustments for the part-time classifications to ensure that the part-time salaries are in-line with the rest of the organization.

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

- 1. That the City of St. Helena Publicly Available Salary Schedules as follows:
 - a. Attachment A – St. Helena Employees Association Schedule Effective July 1, 2024
 - b. Attachment B – St. Helena Employees Association Salary Schedule

- Effective January 1, 2025
- c. Attachment C – St. Helena Professional Firefighters Association Salary Schedule Effective July 1, 2024
 - d. Attachment D – St. Helena Professional Firefighters Association Salary Schedule Effective January 1, 2025
 - e. Attachment E – St. Helena Police Officers Association Schedule Effective July 1, 2024
 - f. Attachment F – Unrepresented Mid-Management Salary Schedule Effective July 1, 2024
 - g. Attachment G – Unrepresented Mid-Management Salary Schedule Effective January 1, 2025
 - h. Attachment H – Unrepresented Executive Salary Schedule Effective July 1, 2024
 - i. Attachment I – Unrepresented Executive Salary Schedule Effective January 1, 2025
 - j. Attachment J – Part-time, Extra Help, and Elected Positions Salary Schedule Effective July 1, 2024
 - k. Attachment K – Part-time, Extra Help, and Elected Positions Salary Schedule Effective January 1, 2025

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

2. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 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 Tzaopoulos, City Clerk

ATTACHMENT A

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

St. Helena Employee Association - Miscellaneous Group

Approved and Adopted June 11, 2024

Effective July 1, 2024

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
Office Assistant	Annual	52,657	55,290	58,054	60,957	64,005
	Monthly	4,388	4,607	4,838	5,080	5,334
	Hourly	25.32	26.58	27.91	29.31	30.77
Library Associate I	Annual	53,503	56,178	58,987	61,936	65,033
	Monthly	4,459	4,682	4,916	5,161	5,419
	Hourly	25.72	27.01	28.36	29.78	31.27
Maintenance Worker I Buildings & Streets; Parks & Trees	Annual	57,934	60,831	63,872	67,066	70,419
	Monthly	4,828	5,069	5,323	5,589	5,868
	Hourly	27.85	29.25	30.71	32.24	33.86
Library Associate II	Annual	58,881	61,825	64,916	68,162	71,570
	Monthly	4,907	5,152	5,410	5,680	5,964
	Hourly	28.31	29.72	31.21	32.77	34.41
Recreation Coordinator	Annual	60,707	63,743	66,930	70,276	73,790
	Monthly	5,059	5,312	5,577	5,856	6,149
	Hourly	29.19	30.65	32.18	33.79	35.48
Permit Technician I Planning; Building	Annual	62,927	66,073	69,377	72,845	76,488
	Monthly	5,244	5,506	5,781	6,070	6,374
	Hourly	30.25	31.77	33.35	35.02	36.77
Accounting Technician I	Annual	63,157	66,315	69,631	73,112	76,768
	Monthly	5,263	5,526	5,803	6,093	6,397
	Hourly	30.36	31.88	33.48	35.15	36.91
Administrative Assistant	Annual	63,186	66,345	69,663	73,146	76,803
	Monthly	5,266	5,529	5,805	6,095	6,400
	Hourly	30.38	31.90	33.49	35.17	36.92
Maintenance Worker II Buildings & Streets; Parks & Trees	Annual	63,725	66,911	70,257	73,770	77,458
	Monthly	5,310	5,576	5,855	6,147	6,455
	Hourly	30.64	32.17	33.78	35.47	37.24
Senior Library Associate	Annual	64,739	67,976	71,375	74,943	78,690
	Monthly	5,395	5,665	5,948	6,245	6,558
	Hourly	31.12	32.68	34.31	36.03	37.83
Maintenance Worker I Underground Utilities	Annual	66,463	69,786	73,276	76,939	80,786
	Monthly	5,539	5,816	6,106	6,412	6,732
	Hourly	31.95	33.55	35.23	36.99	38.84
Librarian I	Annual	66,693	70,027	73,529	77,205	81,065
	Monthly	5,558	5,836	6,127	6,434	6,755
	Hourly	32.06	33.67	35.35	37.12	38.97

Position	Timebase*	Steps				
		A	B	C	D	E
Plant Operator in Training Water; Wastewater	Annual	67,901	71,296	74,861	78,604	82,534
	Monthly	5,658	5,941	6,238	6,550	6,878
	Hourly	32.64	34.28	35.99	37.79	39.68
Human Resources Technician ⁽⁵⁾	Annual	68,743	72,180	75,789	79,578	83,557
	Monthly	5,729	6,015	6,316	6,632	6,963
	Hourly	33.05	34.70	36.44	38.26	40.17
Permit Technician II Planning; Building	Annual	69,214	72,675	76,308	80,124	84,130
	Monthly	5,768	6,056	6,359	6,677	7,011
	Hourly	33.28	34.94	36.69	38.52	40.45
Accounting Technician II	Annual	69,475	72,949	76,597	80,426	84,448
	Monthly	5,790	6,079	6,383	6,702	7,037
	Hourly	33.40	35.07	36.83	38.67	40.60
Executive Assistant	Annual	69,511	72,986	76,636	80,467	84,491
	Monthly	5,793	6,082	6,386	6,706	7,041
	Hourly	33.42	35.09	36.84	38.69	40.62
Lead Maintenance Worker Buildings & Streets; Parks & Trees	Annual	70,104	73,610	77,290	81,155	85,212
	Monthly	5,842	6,134	6,441	6,763	7,101
	Hourly	33.70	35.39	37.16	39.02	40.97
Engineering Technician I	Annual	71,008	74,558	78,286	82,200	86,310
	Monthly	5,917	6,213	6,524	6,850	7,193
	Hourly	34.14	35.85	37.64	39.52	41.50
Administrative Records Assistant	Annual	71,460	75,034	78,785	82,724	86,861
	Monthly	5,955	6,253	6,565	6,894	7,238
	Hourly	34.36	36.07	37.88	39.77	41.76
Environmental Services Technician I	Annual	72,372	75,991	79,791	83,780	87,969
	Monthly	6,031	6,333	6,649	6,982	7,331
	Hourly	34.79	36.53	38.36	40.28	42.29
Maintenance Worker II Underground Utilities	Annual	73,116	76,771	80,610	84,641	88,873
	Monthly	6,093	6,398	6,718	7,053	7,406
	Hourly	35.15	36.91	38.75	40.69	42.73
Librarian II	Annual	73,356	77,024	80,876	84,919	89,165
	Monthly	6,113	6,419	6,740	7,077	7,430
	Hourly	35.27	37.03	38.88	40.83	42.87
Permit Technician III Planning; Building	Annual	76,138	79,945	83,943	88,140	92,547
	Monthly	6,345	6,662	6,995	7,345	7,712
	Hourly	36.60	38.44	40.36	42.37	44.49
Senior Accounting Technician	Annual	76,417	80,237	84,249	88,462	92,885
	Monthly	6,368	6,686	7,021	7,372	7,740
	Hourly	36.74	38.58	40.50	42.53	44.66

Position	Timebase*	Steps				
		A	B	C	D	E
Engineering Technician II	Annual	78,104	82,010	86,110	90,416	94,936
	Monthly	6,509	6,834	7,176	7,535	7,911
	Hourly	37.55	39.43	41.40	43.47	45.64
Plant Operator I Water; Wastewater	Annual	78,126	82,032	86,134	90,441	94,963
	Monthly	6,511	6,836	7,178	7,537	7,914
	Hourly	37.56	39.44	41.41	43.48	45.66
Assistant Planner	Annual	80,976	85,025	89,276	93,740	98,427
	Monthly	6,748	7,085	7,440	7,812	8,202
	Hourly	38.93	40.88	42.92	45.07	47.32
Lead Maintenance Worker Underground Utilities	Annual	80,423	84,444	88,667	93,100	97,755
	Monthly	6,702	7,037	7,389	7,758	8,146
	Hourly	38.67	40.60	42.63	44.76	47.00
Senior Librarian	Annual	80,687	84,721	88,957	93,405	98,075
	Monthly	6,724	7,060	7,413	7,784	8,173
	Hourly	38.79	40.73	42.77	44.91	47.15
Environmental Services Technician II	Annual	81,805	85,895	90,190	94,699	99,434
	Monthly	6,817	7,158	7,516	7,892	8,286
	Hourly	39.33	41.30	43.36	45.53	47.80
Recreation Supervisor	Annual	82,822	86,963	91,311	95,877	100,671
	Monthly	6,902	7,247	7,609	7,990	8,389
	Hourly	39.82	41.81	43.90	46.09	48.40
Junior Engineer	Annual	83,472	87,645	92,028	96,629	101,461
	Monthly	6,956	7,304	7,669	8,052	8,455
	Hourly	40.13	42.14	44.24	46.46	48.78
Plant Operator II Water; Wastewater	Annual	85,900	90,195	94,704	99,440	104,412
	Monthly	7,158	7,516	7,892	8,287	8,701
	Hourly	41.30	43.36	45.53	47.81	50.20
Senior Engineering Technician	Annual	85,915	90,211	94,722	99,458	104,431
	Monthly	7,160	7,518	7,893	8,288	8,703
	Hourly	41.31	43.37	45.54	47.82	50.21
Fire Inspector	Annual	88,258	92,671	97,304	102,170	107,278
	Monthly	7,355	7,723	8,109	8,514	8,940
	Hourly	42.43	44.55	46.78	49.12	51.58
Associate Planner	Annual	89,071	93,525	98,201	103,111	108,267
	Monthly	7,423	7,794	8,183	8,593	9,022
	Hourly	42.82	44.96	47.21	49.57	52.05
Buildings & Streets Superintendent Parks & Trees Superintendent	Annual	90,660	95,193	99,953	104,950	110,198
	Monthly	7,555	7,933	8,329	8,746	9,183
	Hourly	43.59	45.77	48.05	50.46	52.98

Position	Timebase*	Steps				
		A	B	C	D	E
Human Resources Analyst ⁽⁵⁾	Annual	91,378	95,946	100,744	105,781	111,070
	Monthly	7,615	7,996	8,395	8,815	9,256
	Hourly	43.93	46.13	48.43	50.86	53.40
Administrative Analyst	Annual	92,215	96,826	101,667	106,750	112,088
Public Works Financial Analyst	Monthly	7,685	8,069	8,472	8,896	9,341
	Hourly	44.33	46.55	48.88	51.32	53.89
Plant Operator III	Annual	94,903	99,648	104,631	109,862	115,356
Water; Wastewater	Monthly	7,909	8,304	8,719	9,155	9,613
	Hourly	45.63	47.91	50.30	52.82	55.46
Assistant Engineer	Annual	96,409	101,230	106,291	111,606	117,186
	Monthly	8,034	8,436	8,858	9,300	9,766
	Hourly	46.35	48.67	51.10	53.66	56.34
Underground Utilities Superintendent	Annual	97,136	101,993	107,092	112,447	118,069
	Monthly	8,095	8,499	8,924	9,371	9,839
	Hourly	46.70	49.04	51.49	54.06	56.76
Associate Civil Engineer	Annual	106,058	111,361	116,929	122,775	128,914
	Monthly	8,838	9,280	9,744	10,231	10,743
	Hourly	50.99	53.54	56.22	59.03	61.98
Chief Plant Operator	Annual	114,132	119,839	125,831	132,122	138,728
Water; Wastewater	Monthly	9,511	9,987	10,486	11,010	11,561
	Hourly	54.87	57.61	60.50	63.52	66.70

⁽¹⁾ Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

5 years - 2.5% of base salary
10 years - 5.0% of base salary
15 years - 7.5% of base salary
20 years - 10% of base salary

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

⁽³⁾ Standby Pay - Shall be paid at a rate of \$525.00 per week to those employees in the Public Works Department who are required to be on Standby for an entire week (Friday 3:30 p.m. until the following at Friday 7:00 a.m.). If a holiday falls on the Friday at the end of the standby period the employee shall receive an additional \$100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

⁽⁴⁾ Certification Pay - \$50.00 per month for each governmental certificate or licensing as follows:

"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Wastewater Treatment Plant.
A necessary pesticide certificate for Public Works employees responsible for pesticide application programs for the City.
Certification for back-flow prevention devices for Public Works employees.
Playground Inspection Certification for employees in the Parks Division.
Arborist Certificate for employees in the Parks Division.
Wastewater Collections Certificate for employees in the Wastewater Collections/Sewer Division.

⁽⁵⁾ Confidential Pay - 3% pay differential added to the employee's base salary.

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

ATTACHMENT B

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

St. Helena Employee Association - Miscellaneous Group

Approved and Adopted June 11, 2024

Effective January 1, 2025

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
Office Assistant	Annual	52,657	55,290	58,054	60,957	64,005
	Monthly	4,388	4,607	4,838	5,080	5,334
	Hourly	25.32	26.58	27.91	29.31	30.77
Library Associate I	Annual	53,503	56,178	58,987	61,936	65,033
	Monthly	4,459	4,682	4,916	5,161	5,419
	Hourly	25.72	27.01	28.36	29.78	31.27
Maintenance Worker I Buildings & Streets; Parks & Trees	Annual	57,934	60,831	63,872	67,066	70,419
	Monthly	4,828	5,069	5,323	5,589	5,868
	Hourly	27.85	29.25	30.71	32.24	33.86
Library Associate II	Annual	58,881	61,825	64,916	68,162	71,570
	Monthly	4,907	5,152	5,410	5,680	5,964
	Hourly	28.31	29.72	31.21	32.77	34.41
Recreation Coordinator	Annual	60,707	63,743	66,930	70,276	73,790
	Monthly	5,059	5,312	5,577	5,856	6,149
	Hourly	29.19	30.65	32.18	33.79	35.48
Permit Technician I Planning; Building	Annual	62,927	66,073	69,377	72,845	76,488
	Monthly	5,244	5,506	5,781	6,070	6,374
	Hourly	30.25	31.77	33.35	35.02	36.77
Accounting Technician I	Annual	63,157	66,315	69,631	73,112	76,768
	Monthly	5,263	5,526	5,803	6,093	6,397
	Hourly	30.36	31.88	33.48	35.15	36.91
Administrative Assistant	Annual	63,186	66,345	69,663	73,146	76,803
	Monthly	5,266	5,529	5,805	6,095	6,400
	Hourly	30.38	31.90	33.49	35.17	36.92
Maintenance Worker II Buildings & Streets; Parks & Trees	Annual	63,725	66,911	70,257	73,770	77,458
	Monthly	5,310	5,576	5,855	6,147	6,455
	Hourly	30.64	32.17	33.78	35.47	37.24
Senior Library Associate	Annual	64,739	67,976	71,375	74,943	78,690
	Monthly	5,395	5,665	5,948	6,245	6,558
	Hourly	31.12	32.68	34.31	36.03	37.83
Maintenance Worker I Underground Utilities	Annual	66,463	69,786	73,276	76,939	80,786
	Monthly	5,539	5,816	6,106	6,412	6,732
	Hourly	31.95	33.55	35.23	36.99	38.84
Librarian I	Annual	66,693	70,027	73,529	77,205	81,065
	Monthly	5,558	5,836	6,127	6,434	6,755
	Hourly	32.06	33.67	35.35	37.12	38.97

Position	Timebase*	Steps				
		A	B	C	D	E
Plant Operator in Training Water; Wastewater	Annual	67,901	71,296	74,861	78,604	82,534
	Monthly	5,658	5,941	6,238	6,550	6,878
	Hourly	32.64	34.28	35.99	37.79	39.68
Human Resources Technician ⁽⁵⁾	Annual	68,743	72,180	75,789	79,578	83,557
	Monthly	5,729	6,015	6,316	6,632	6,963
	Hourly	33.05	34.70	36.44	38.26	40.17
Permit Technician II Planning; Building	Annual	69,214	72,675	76,308	80,124	84,130
	Monthly	5,768	6,056	6,359	6,677	7,011
	Hourly	33.28	34.94	36.69	38.52	40.45
Accounting Technician II	Annual	69,475	72,949	76,597	80,426	84,448
	Monthly	5,790	6,079	6,383	6,702	7,037
	Hourly	33.40	35.07	36.83	38.67	40.60
Executive Assistant	Annual	69,511	72,986	76,636	80,467	84,491
	Monthly	5,793	6,082	6,386	6,706	7,041
	Hourly	33.42	35.09	36.84	38.69	40.62
Lead Maintenance Worker Buildings & Streets; Parks & Trees	Annual	70,104	73,610	77,290	81,155	85,212
	Monthly	5,842	6,134	6,441	6,763	7,101
	Hourly	33.70	35.39	37.16	39.02	40.97
Engineering Technician I	Annual	71,008	74,558	78,286	82,200	86,310
	Monthly	5,917	6,213	6,524	6,850	7,193
	Hourly	34.14	35.85	37.64	39.52	41.50
Administrative Records Assistant	Annual	72,889	76,534	80,360	84,378	88,597
	Monthly	6,074	6,378	6,697	7,032	7,383
	Hourly	35.04	36.80	38.63	40.57	42.59
Maintenance Worker II Underground Utilities	Annual	73,116	76,771	80,610	84,641	88,873
	Monthly	6,093	6,398	6,718	7,053	7,406
	Hourly	35.15	36.91	38.75	40.69	42.73
Environmental Services Technician I	Annual	73,320	76,986	80,835	84,877	89,121
	Monthly	6,110	6,416	6,736	7,073	7,427
	Hourly	35.25	37.01	38.86	40.81	42.85
Librarian II	Annual	73,356	77,024	80,876	84,919	89,165
	Monthly	6,113	6,419	6,740	7,077	7,430
	Hourly	35.27	37.03	38.88	40.83	42.87
Permit Technician III Planning; Building	Annual	76,138	79,945	83,943	88,140	92,547
	Monthly	6,345	6,662	6,995	7,345	7,712
	Hourly	36.60	38.44	40.36	42.37	44.49
Senior Accounting Technician	Annual	76,417	80,237	84,249	88,462	92,885
	Monthly	6,368	6,686	7,021	7,372	7,740
	Hourly	36.74	38.58	40.50	42.53	44.66

Position	Timebase*	Steps				
		A	B	C	D	E
Engineering Technician II	Annual	78,104	82,010	86,110	90,416	94,936
	Monthly	6,509	6,834	7,176	7,535	7,911
	Hourly	37.55	39.43	41.40	43.47	45.64
Plant Operator I Water; Wastewater	Annual	78,126	82,032	86,134	90,441	94,963
	Monthly	6,511	6,836	7,178	7,537	7,914
	Hourly	37.56	39.44	41.41	43.48	45.66
Assistant Planner	Annual	80,976	85,025	89,276	93,740	98,427
	Monthly	6,748	7,085	7,440	7,812	8,202
	Hourly	38.93	40.88	42.92	45.07	47.32
Lead Maintenance Worker Underground Utilities	Annual	80,423	84,444	88,667	93,100	97,755
	Monthly	6,702	7,037	7,389	7,758	8,146
	Hourly	38.67	40.60	42.63	44.76	47.00
Senior Librarian	Annual	80,687	84,721	88,957	93,405	98,075
	Monthly	6,724	7,060	7,413	7,784	8,173
	Hourly	38.79	40.73	42.77	44.91	47.15
Recreation Supervisor	Annual	82,822	86,963	91,311	95,877	100,671
	Monthly	6,902	7,247	7,609	7,990	8,389
	Hourly	39.82	41.81	43.90	46.09	48.40
Environmental Services Technician II	Annual	82,877	87,020	91,372	95,940	100,737
	Monthly	6,906	7,252	7,614	7,995	8,395
	Hourly	39.84	41.84	43.93	46.13	48.43
Junior Engineer	Annual	83,472	87,645	92,028	96,629	101,461
	Monthly	6,956	7,304	7,669	8,052	8,455
	Hourly	40.13	42.14	44.24	46.46	48.78
Plant Operator II Water; Wastewater	Annual	85,900	90,195	94,704	99,440	104,412
	Monthly	7,158	7,516	7,892	8,287	8,701
	Hourly	41.30	43.36	45.53	47.81	50.20
Senior Engineering Technician	Annual	85,915	90,211	94,722	99,458	104,431
	Monthly	7,160	7,518	7,893	8,288	8,703
	Hourly	41.31	43.37	45.54	47.82	50.21
Fire Inspector	Annual	88,258	92,671	97,304	102,170	107,278
	Monthly	7,355	7,723	8,109	8,514	8,940
	Hourly	42.43	44.55	46.78	49.12	51.58
Associate Planner	Annual	89,071	93,525	98,201	103,111	108,267
	Monthly	7,423	7,794	8,183	8,593	9,022
	Hourly	42.82	44.96	47.21	49.57	52.05
Human Resources Analyst ⁽⁵⁾	Annual	91,378	95,946	100,744	105,781	111,070
	Monthly	7,615	7,996	8,395	8,815	9,256
	Hourly	43.93	46.13	48.43	50.86	53.40

Position	Timebase*	Steps				
		A	B	C	D	E
Administrative Analyst	Annual	92,215	96,826	101,667	106,750	112,088
Public Works Financial Analyst	Monthly	7,685	8,069	8,472	8,896	9,341
	Hourly	44.33	46.55	48.88	51.32	53.89
Buildings & Streets Superintendent	Annual	92,473	97,097	101,952	107,049	112,402
Parks & Trees Superintendent	Monthly	7,706	8,091	8,496	8,921	9,367
	Hourly	44.46	46.68	49.02	51.47	54.04
Plant Operator III	Annual	94,903	99,648	104,631	109,862	115,356
Water; Wastewater	Monthly	7,909	8,304	8,719	9,155	9,613
	Hourly	45.63	47.91	50.30	52.82	55.46
Assistant Engineer	Annual	96,409	101,230	106,291	111,606	117,186
	Monthly	8,034	8,436	8,858	9,300	9,766
	Hourly	46.35	48.67	51.10	53.66	56.34
Underground Utilities Superintendent	Annual	97,136	101,993	107,092	112,447	118,069
	Monthly	8,095	8,499	8,924	9,371	9,839
	Hourly	46.70	49.04	51.49	54.06	56.76
Associate Civil Engineer	Annual	106,058	111,361	116,929	122,775	128,914
	Monthly	8,838	9,280	9,744	10,231	10,743
	Hourly	50.99	53.54	56.22	59.03	61.98
Chief Plant Operator	Annual	114,132	119,839	125,831	132,122	138,728
Water; Wastewater	Monthly	9,511	9,987	10,486	11,010	11,561
	Hourly	54.87	57.61	60.50	63.52	66.70

⁽¹⁾ Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10% of base salary

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

⁽³⁾ Standby Pay - Shall be paid at a rate of \$525.00 per week to those employees in the Public Works Department who are required to be on Standby for an entire week

⁽⁴⁾ Certification Pay - \$50.00 per month for each governmental certificate or licensing as follows:

"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Wastewater Treatment Plant.

A necessary pesticide certificate for Public Works employees responsible for pesticide application programs for the City.

Certification for back-flow prevention devices for Public Works employees.

Playground Inspection Certification for employees in the Parks Division.

Arborist Certificate for employees in the Parks Division.

Wastewater Collections Certificate for employees in the Wastewater Collections/Sewer Division.

⁽⁵⁾ Confidential Pay - 3% pay differential added to the employee's base salary.

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

ATTACHMENT C

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

St. Helena Professional Firefighters Association

Approved and Adopted June 11, 2024

Effective July 1, 2024

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
<u>Full-time Fire Department Positions</u>						
Firefighter	Annual	91,375	95,944	100,741	105,778	111,067
	Monthly	7,615	7,995	8,395	8,815	9,256
	Hourly	31.38	32.95	34.60	36.32	38.14
Engineer	Annual	99,657	104,640	109,872	115,365	121,134
	Monthly	8,305	8,720	9,156	9,614	10,094
	Hourly	34.22	35.93	37.73	39.62	41.60
Captain	Annual	107,492	112,867	118,510	124,436	130,658
	Monthly	8,958	9,406	9,876	10,370	10,888
	Hourly	36.91	38.76	40.70	42.73	44.87

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

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

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10% of base salary

⁽³⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

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

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

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

ATTACHMENT D

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

St. Helena Professional Firefighters Association

Approved and Adopted June 11, 2024

Effective January 1, 2025

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
<u>Full-time Fire Department Positions</u>						
Firefighter	Annual	91,375	95,944	100,741	105,778	111,067
	Monthly	7,615	7,995	8,395	8,815	9,256
	Hourly	31.38	32.95	34.60	36.32	38.14
Engineer	Annual	99,657	104,640	109,872	115,365	121,134
	Monthly	8,305	8,720	9,156	9,614	10,094
	Hourly	34.22	35.93	37.73	39.62	41.60
Captain	Annual	109,632	115,113	120,869	126,912	133,258
	Monthly	9,136	9,593	10,072	10,576	11,105
	Hourly	37.65	39.53	41.51	43.58	45.76

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

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

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10% of base salary

⁽³⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

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

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

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Police Officers Association
Approved and Adopted June 11, 2024
Effective July 1, 2024
FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
Dispatcher	Annual	69,421	72,893	76,537	80,364	84,382
	Monthly	5,785	6,074	6,378	6,697	7,032
	Hourly	33.38	35.04	36.80	38.64	40.57
Dispatch Supervisor	Annual	83,332	87,498	91,873	96,467	101,290
	Monthly	6,944	7,292	7,656	8,039	8,441
	Hourly	40.06	42.07	44.17	46.38	48.70
Police Officer Trainee	Annual	57,563	60,441	63,464	66,637	69,969
	Monthly	4,797	5,037	5,289	5,553	5,831
	Hourly	27.67	29.06	30.51	32.04	33.64
Police Officer	Annual	95,940	100,737	105,774	111,063	116,616
	Monthly	7,995	8,395	8,815	9,255	9,718
	Hourly	46.13	48.43	50.85	53.40	56.07
Sergeant	Annual	115,174	120,933	126,980	133,329	139,995
	Monthly	9,598	10,078	10,582	11,111	11,666
	Hourly	55.37	58.14	61.05	64.10	67.31

⁽¹⁾ Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

5 years - 2.5% of base salary
10 years - 5.0% of base salary
15 years - 7.5% of base salary
20 years - 10% of base salary

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of an additional \$150.00 per month.

⁽³⁾ POST Certificates - Additional monthly salary compensation shall be received by an employee attaining certificates, as follows:

POST Intermediate Certificate - \$150.00
POST Advanced Certificate - \$275.00
POST Records Supervisor Certificate - \$150.00

⁽⁴⁾ Special Assignment Pay:

Motorcycle Officer, Range Master or Reserve Coordinator - \$200.00 per month
Field Training Officers or Communication Training Officers - 7% of their daily salary, per day, while assigned to the trainee
Records Coordinator - 5% of regular salary
Canine, Officer Investigator Position, and School Resource Officer - 3% of base salary
Police Service Dog Handler - \$342.19 per pay period

⁽⁵⁾ Holiday Pay - Full-time employees will accrue 3.69 hours per pay period, which will be paid out each pay period at the employee's current hourly rate.

⁽⁶⁾ Uniform Allowance - Employees shall receive uniform allowance as follows:

Sworn Personnel - \$1,250.00
Dispatch and CSO Personnel - \$1,000.00
Motorcycle Officers - 1 pair of Police motorcycle boots, 2 pairs of Police motorcycle pants, 1 Police motorcycle leather jacket, 2 sets of riding gloves (1 cold weather and 1 warm set) and Protective eyeglasses (not to exceed \$150.00)
Bicycle Patrol - Gloves, Helmet, Padded Shorts, Padded Pants, Protective Eyeglasses, Pedal Retention Devices, and Inclement Weather Clothing

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

ATTACHMENT F

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted June 11, 2024

Effective July 1, 2024

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
Management Analyst	Annual	95,225	99,986	104,986	110,235	115,747
	Monthly	7,935	8,332	8,749	9,186	9,646
	Hourly	45.78	48.07	50.47	53.00	55.65
Senior Management Analyst	Annual	104,127	109,333	114,800	120,540	126,567
	Monthly	8,677	9,111	9,567	10,045	10,547
	Hourly	50.06	52.56	55.19	57.95	60.85
Public Works Assistant Operations Manager	Annual	111,109	116,664	122,497	128,622	135,053
	Monthly	9,259	9,722	10,208	10,719	11,254
	Hourly	53.42	56.09	58.89	61.84	64.93
Recreation Manager	Annual	111,907	117,502	123,377	129,546	136,023
	Monthly	9,326	9,792	10,281	10,796	11,335
	Hourly	53.80	56.49	59.32	62.28	65.40
Senior Planner	Annual	123,142	129,299	135,764	142,552	149,680
	Monthly	10,262	10,775	11,314	11,879	12,473
	Hourly	59.20	62.16	65.27	68.53	71.96
Project Manager	Annual	123,142	129,299	135,764	142,552	149,680
	Monthly	10,262	10,775	11,314	11,879	12,473
	Hourly	59.20	62.16	65.27	68.53	71.96
Public Works Operations Manager	Annual	123,142	129,299	135,764	142,552	149,680
	Monthly	10,262	10,775	11,314	11,879	12,473
	Hourly	59.20	62.16	65.27	68.53	71.96
Treatment Plant Manager	Annual	125,515	131,791	138,380	145,299	152,564
	Monthly	10,460	10,983	11,532	12,108	12,714
	Hourly	60.34	63.36	66.53	69.86	73.35
Lieutenant	Annual	136,545	143,373	150,541	158,068	165,972
	Monthly	11,379	11,948	12,545	13,172	13,831
	Hourly	65.65	68.93	72.38	75.99	79.79
Chief Building Official	Annual	136,687	143,521	150,697	158,232	166,144
	Monthly	11,391	11,960	12,558	13,186	13,845
	Hourly	65.71	69.00	72.45	76.07	79.88
Deputy Director of Community Services - Library	Annual	137,286	144,150	151,358	158,926	166,872
	Monthly	11,440	12,013	12,613	13,244	13,906
	Hourly	66.00	69.30	72.77	76.41	80.23
Senior Civil Engineer	Annual	137,902	144,798	152,037	159,639	167,621
	Monthly	11,492	12,066	12,670	13,303	13,968
	Hourly	66.30	69.61	73.09	76.75	80.59
Assistant Director of Public Works	Annual	147,998	155,398	163,168	171,326	179,892
	Monthly	12,333	12,950	13,597	14,277	14,991
	Hourly	71.15	74.71	78.45	82.37	86.49

Position	Timebase*	Steps				
		A	B	C	D	E
<u>Confidential Positions</u>						
Management Analyst ⁽¹⁾	Annual	95,225	99,986	104,986	110,235	115,747
	Monthly	7,935	8,332	8,749	9,186	9,646
	Hourly	45.78	48.07	50.47	53.00	55.65
Senior Management Analyst ⁽¹⁾	Annual	104,127	109,333	114,800	120,540	126,567
	Monthly	8,677	9,111	9,567	10,045	10,547
	Hourly	50.06	52.56	55.19	57.95	60.85
Assistant to the City Manager ⁽¹⁾	Annual	121,420	127,491	133,866	140,559	147,587
	Monthly	10,118	10,624	11,155	11,713	12,299
	Hourly	58.38	61.29	64.36	67.58	70.96
Human Resources Manager ⁽¹⁾	Annual	123,760	129,948	136,445	143,267	150,431
	Monthly	10,313	10,829	11,370	11,939	12,536
	Hourly	59.50	62.47	65.60	68.88	72.32
Program Manager ⁽¹⁾	Annual	127,912	134,307	141,023	148,074	155,477
	Monthly	10,659	11,192	11,752	12,339	12,956
	Hourly	61.50	64.57	67.80	71.19	74.75
Finance Manager ⁽¹⁾	Annual	133,563	140,241	147,253	154,615	162,346
	Monthly	11,130	11,687	12,271	12,885	13,529
	Hourly	64.21	67.42	70.79	74.33	78.05
Assistant Director of Administrative Services ⁽¹⁾	Annual	143,456	150,629	158,160	166,068	174,371
	Monthly	11,955	12,552	13,180	13,839	14,531
	Hourly	68.97	72.42	76.04	79.84	83.83

⁽¹⁾ Confidential Pay - 3% pay differential added to the employee's base salary.

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

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

ATTACHMENT G

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt
 Approved and Adopted June 11, 2024
 Effective January 1, 2025
 FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
Management Analyst	Annual	95,225	99,986	104,986	110,235	115,747
	Monthly	7,935	8,332	8,749	9,186	9,646
	Hourly	45.78	48.07	50.47	53.00	55.65
Senior Management Analyst	Annual	104,127	109,333	114,800	120,540	126,567
	Monthly	8,677	9,111	9,567	10,045	10,547
	Hourly	50.06	52.56	55.19	57.95	60.85
Public Works Assistant Operations Manager	Annual	111,109	116,664	122,497	128,622	135,053
	Monthly	9,259	9,722	10,208	10,719	11,254
	Hourly	53.42	56.09	58.89	61.84	64.93
Recreation Manager	Annual	111,907	117,502	123,377	129,546	136,023
	Monthly	9,326	9,792	10,281	10,796	11,335
	Hourly	53.80	56.49	59.32	62.28	65.40
Senior Planner	Annual	123,142	129,299	135,764	142,552	149,680
	Monthly	10,262	10,775	11,314	11,879	12,473
	Hourly	59.20	62.16	65.27	68.53	71.96
Project Manager	Annual	123,142	129,299	135,764	142,552	149,680
	Monthly	10,262	10,775	11,314	11,879	12,473
	Hourly	59.20	62.16	65.27	68.53	71.96
Public Works Operations Manager	Annual	123,142	129,299	135,764	142,552	149,680
	Monthly	10,262	10,775	11,314	11,879	12,473
	Hourly	59.20	62.16	65.27	68.53	71.96
Treatment Plant Manager	Annual	128,025	134,427	141,148	148,205	155,616
	Monthly	10,669	11,202	11,762	12,350	12,968
	Hourly	61.55	64.63	67.86	71.25	74.82
Chief Building Official	Annual	136,687	143,521	150,697	158,232	166,144
	Monthly	11,391	11,960	12,558	13,186	13,845
	Hourly	65.71	69.00	72.45	76.07	79.88
Deputy Director of Community Services - Library	Annual	137,286	144,150	151,358	158,926	166,872
	Monthly	11,440	12,013	12,613	13,244	13,906
	Hourly	66.00	69.30	72.77	76.41	80.23
Senior Civil Engineer	Annual	137,902	144,798	152,037	159,639	167,621
	Monthly	11,492	12,066	12,670	13,303	13,968
	Hourly	66.30	69.61	73.09	76.75	80.59
Lieutenant	Annual	139,276	146,240	153,552	161,229	169,291
	Monthly	11,606	12,187	12,796	13,436	14,108
	Hourly	66.96	70.31	73.82	77.51	81.39
Assistant Director of Public Works	Annual	147,998	155,398	163,168	171,326	179,892
	Monthly	12,333	12,950	13,597	14,277	14,991
	Hourly	71.15	74.71	78.45	82.37	86.49

Position	Timebase*	Steps				
		A	B	C	D	E
<u>Confidential Positions</u>						
Management Analyst ⁽¹⁾	Annual	95,225	99,986	104,986	110,235	115,747
	Monthly	7,935	8,332	8,749	9,186	9,646
	Hourly	45.78	48.07	50.47	53.00	55.65
Senior Management Analyst ⁽¹⁾	Annual	104,127	109,333	114,800	120,540	126,567
	Monthly	8,677	9,111	9,567	10,045	10,547
	Hourly	50.06	52.56	55.19	57.95	60.85
Assistant to the City Manager ⁽¹⁾	Annual	121,420	127,491	133,866	140,559	147,587
	Monthly	10,118	10,624	11,155	11,713	12,299
	Hourly	58.38	61.29	64.36	67.58	70.96
Human Resources Manager ⁽¹⁾	Annual	124,750	130,988	137,537	144,414	151,635
	Monthly	10,396	10,916	11,461	12,034	12,636
	Hourly	59.98	62.97	66.12	69.43	72.90
Program Manager ⁽¹⁾	Annual	127,912	134,307	141,023	148,074	155,477
	Monthly	10,659	11,192	11,752	12,339	12,956
	Hourly	61.50	64.57	67.80	71.19	74.75
Finance Manager ⁽¹⁾	Annual	133,563	140,241	147,253	154,615	162,346
	Monthly	11,130	11,687	12,271	12,885	13,529
	Hourly	64.21	67.42	70.79	74.33	78.05
Assistant Director of Administrative Services ⁽¹⁾	Annual	143,456	150,629	158,160	166,068	174,371
	Monthly	11,955	12,552	13,180	13,839	14,531
	Hourly	68.97	72.42	76.04	79.84	83.83

⁽¹⁾ Confidential Pay - 3% pay differential added to the employee's base salary.

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

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CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted June 11, 2024

Effective July 1, 2024

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
City Clerk	Annual	124,530	130,756	137,294	144,159	151,367
	Monthly	10,377	10,896	11,441	12,013	12,614
	Hourly	59.87	62.86	66.01	69.31	72.77
Deputy City Manager	Annual	148,087	155,491	163,265	171,429	180,000
	Monthly	12,341	12,958	13,605	14,286	15,000
	Hourly	71.20	74.76	78.49	82.42	86.54
Director of Community Services	Annual	166,197	174,507	183,233	192,394	202,014
	Monthly	13,850	14,542	15,269	16,033	16,834
	Hourly	79.90	83.90	88.09	92.50	97.12
Director of Administrative Services	Annual	166,237	174,549	183,277	192,440	202,063
	Monthly	13,853	14,546	15,273	16,037	16,839
	Hourly	79.92	83.92	88.11	92.52	97.15
Director of Community Development	Annual	185,054	194,306	204,022	214,223	224,934
	Monthly	15,421	16,192	17,002	17,852	18,744
	Hourly	88.97	93.42	98.09	102.99	108.14
Director of Public Works	Annual	185,054	194,306	204,022	214,223	224,934
	Monthly	15,421	16,192	17,002	17,852	18,744
	Hourly	88.97	93.42	98.09	102.99	108.14
Fire Chief	Annual	185,614	194,895	204,640	214,872	225,616
	Monthly	15,468	16,241	17,053	17,906	18,801
	Hourly	89.24	93.70	98.38	103.30	108.47
Police Chief	Annual	189,867	199,360	209,328	219,794	230,784
	Monthly	15,822	16,613	17,444	18,316	19,232
	Hourly	91.28	95.85	100.64	105.67	110.95
Assistant City Manager	Annual	197,267	207,130	217,487	228,361	239,779
	Monthly	16,439	17,261	18,124	19,030	19,982
	Hourly	94.84	99.58	104.56	109.79	115.28
City Manager ⁽¹⁾	Annual					269,006
	Monthly					22,417
	Hourly					129.33

⁽¹⁾ Salaries do not have a scale.

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

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CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted June 11, 2024

Effective January 1, 2025

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
City Clerk	Annual	124,530	130,756	137,294	144,159	151,367
	Monthly	10,377	10,896	11,441	12,013	12,614
	Hourly	59.87	62.86	66.01	69.31	72.77
Deputy City Manager	Annual	148,087	155,491	163,265	171,429	180,000
	Monthly	12,341	12,958	13,605	14,286	15,000
	Hourly	71.20	74.76	78.49	82.42	86.54
Director of Community Services	Annual	166,197	174,507	183,233	192,394	202,014
	Monthly	13,850	14,542	15,269	16,033	16,834
	Hourly	79.90	83.90	88.09	92.50	97.12
Director of Administrative Services	Annual	166,237	174,549	183,277	192,440	202,063
	Monthly	13,853	14,546	15,273	16,037	16,839
	Hourly	79.92	83.92	88.11	92.52	97.15
Director of Community Development	Annual	185,054	194,306	204,022	214,223	224,934
	Monthly	15,421	16,192	17,002	17,852	18,744
	Hourly	88.97	93.42	98.09	102.99	108.14
Director of Public Works	Annual	185,054	194,306	204,022	214,223	224,934
	Monthly	15,421	16,192	17,002	17,852	18,744
	Hourly	88.97	93.42	98.09	102.99	108.14
Fire Chief	Annual	189,326	198,793	208,732	219,169	230,127
	Monthly	15,777	16,566	17,394	18,264	19,177
	Hourly	91.02	95.57	100.35	105.37	110.64
Police Chief	Annual	193,664	203,347	213,514	224,190	235,400
	Monthly	16,139	16,946	17,793	18,683	19,617
	Hourly	93.11	97.76	102.65	107.78	113.17
Assistant City Manager	Annual	197,267	207,130	217,487	228,361	239,779
	Monthly	16,439	17,261	18,124	19,030	19,982
	Hourly	94.84	99.58	104.56	109.79	115.28
City Manager ⁽¹⁾	Annual					269,006
	Monthly					22,417
	Hourly					129.33

⁽¹⁾ Salaries do not have a scale.

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

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ATTACHMENT J

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Part-time, Extra-Help, and Elected Officials

Approved and Adopted June 11, 2024

Effective July 1, 2024

FY 2024-2025

Position	Timebase*	Steps				
		A	B	C	D	E
<u>Part-time Classifications</u>						
Casual Worker I	Hourly	17.70	18.58	19.51	20.49	21.51
Casual Worker II	Hourly	18.58	19.51	20.48	21.51	22.58
Casual Worker III	Hourly	22.36	23.48	24.65	25.88	27.18
Casual Worker IV	Hourly	28.52	29.95	31.45	33.02	34.67
Casual Worker V	Hourly	36.39	38.21	40.12	42.13	44.24
<u>Part-time Firefighter Classifications</u>						
Firefighter	Hourly	31.38	32.95	34.60	36.32	38.14
Engineer	Hourly	34.22	35.93	37.73	39.62	41.60
Captain	Hourly	36.91	38.76	40.70	42.73	44.87
Assistant Chief	Hourly	38.90	40.85	42.89	45.03	47.29
<u>Extra Help Classifications</u>						
Technical Associate	Hourly					25.32 - 66.70
Professional Associate	Hourly					45.78 - 86.49
Executive Associate	Hourly					59.87 - 129.33
<u>Elected Positions</u>						
Mayor ⁽¹⁾	Annual					3,600
Vice Mayor ⁽¹⁾						
Council Member ⁽¹⁾						
Planning Chairperson ⁽¹⁾	Annual					1,200
Planning Vice Chairperson ⁽¹⁾						
Planning Commissioner ⁽¹⁾						

⁽¹⁾ Salaries do not have a scale.

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

Definitions:

Part-time and Extra Help positions are limited to 999 hours annually. Salaries for PERS retired annuitants must meet PERS requirements and are limited to 960 hours. If a PERS retired annuitant is performing part-time services for a position identified on the City's Salary Schedule for full-time positions, the City pays the employee an hourly rate based on the Salary Schedule for full-time positions. Consult Human Resources for assistance in determining the appropriate hourly rates for part-time, limited-term, extra-help or retired annuitants.

Technical Associate

On a part-time, limited-term or extra-help basis and under general supervision, provides temporary technical or para-professional support for a variety of city offices.

Professional Associate

On a part-time, limited-term or extra-help basis and under general supervision, provides temporary professional support for a variety of city offices.

Executive Associate

On a part-time, limited-term or extra-help basis, provides temporary executive level support for a variety of city offices.

ATTACHMENT K

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Part-time, Extra-Help, and Elected Officials

Approved and Adopted June 11, 2024

Effective January 1, 2025

FY 2024-2025

Position	Timebase*	A	B	Steps C	D	E
<u>Part-time Classifications</u>						
Casual Worker I	Hourly	17.70	18.58	19.51	20.49	21.51
Casual Worker II	Hourly	18.58	19.51	20.48	21.51	22.58
Casual Worker III	Hourly	22.36	23.48	24.65	25.88	27.18
Casual Worker IV	Hourly	28.52	29.95	31.45	33.02	34.67
Casual Worker V	Hourly	36.39	38.21	40.12	42.13	44.24
<u>Part-time Firefighter Classifications</u>						
Firefighter	Hourly	31.38	32.95	34.60	36.32	38.14
Engineer	Hourly	34.22	35.93	37.73	39.62	41.60
Captain	Hourly	37.65	39.53	41.51	43.58	45.76
Assistant Chief	Hourly	39.68	41.66	43.74	45.93	48.23
<u>Extra Help Classifications</u>						
Technical Associate	Hourly					25.32 - 66.70
Professional Associate	Hourly					45.78 - 86.49
Executive Associate	Hourly					59.87 - 129.33
<u>Elected Positions</u>						
Mayor ⁽¹⁾	Annual					18,000
Vice Mayor ⁽¹⁾	Annual					11,400
Council Member ⁽¹⁾	Annual					11,400
Planning Chairperson ⁽¹⁾	Annual					1,200
Planning Vice Chairperson ⁽¹⁾						
Planning Commissioner ⁽¹⁾						

⁽¹⁾ Salaries do not have a scale.

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

Definitions:

Part-time and Extra Help positions are limited to 999 hours annually. Salaries for PERS retired annuitants must meet PERS requirements and are limited to 960 hours. If a PERS retired annuitant is performing part-time services for a position identified on the City's Salary Schedule for full-time positions, the City pays the employee an hourly rate based on the Salary Schedule for full-time positions. Consult Human Resources for assistance in determining the appropriate hourly rates for part-time, limited-term, extra-help or retired annuitants.

Technical Associate

On a part-time, limited-term or extra-help basis and under general supervision, provides temporary technical or para-professional support for a variety of city offices.

Professional Associate

On a part-time, limited-term or extra-help basis and under general supervision, provides temporary professional support for a variety of city offices.

Executive Associate

On a part-time, limited-term or extra-help basis, provides temporary executive level support for a variety of city offices.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	June 11, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of a Resolution Authorizing Designation of Authority and Updating the Process and Procedures in the Determination of Disability Retirements for Employees.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to designate authority and update the process and procedures in the determination of disability retirements for employees.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena contracts with the California Public Employees Retirement System ("CalPERS"). If an employee has a disabling injury or illness that prevents the employee from performing their usual job duties, the employee may be eligible for a disability retirement (nonwork-related), or an industrial (work-related) disability retirement.

To qualify for a disability retirement, the employee must have at least five years of service credit and be mentally or physically incapacitated from performing their usual job duties. There is no minimum age requirement for a disability retirement, and the injury or disease causing the incapacity does not need to be job-related. An application for a disability retirement may be made either by City or by the employee. Following filing of the application, CalPERS requests for the City to determine whether or not the employee is incapacitated to perform their duties.

CalPERS allows Industrial Disability Retirement for Local Safety Members to be determined by either the governing body or an official delegate appointed by the governing body. Government Code section 21156(a)(2) provides that the board or governing body of the contracting agency shall make a determination on a member's disability retirement on the basis of competent medical opinion and shall not use disability retirement as a substitute for the disciplinary process. Government Code section 21156(b)(1) provides that the governing body of a contracting agency upon receipt of request of the board pursuant to Government Code section 21154 shall certify to the board its determination under this section that the member is or is not

incapacitated. Local Safety agencies will make a medical determination for both disability retirement and industrial disability retirement.

In making this determination, the contracting agency is required by CalPERS to make certain specified findings, determinations and statements. The contracting agency must then certify its determination to the CalPERS Board, which will approve or disapprove the application for disability retirement based on the contracting agency's determination.

DISCUSSION:

Government Code Section 21173 allows the governing body of a contracting agency to delegate any authority or duty conferred or imposed to a subordinate officer subject to conditions it may impose. The City Council may delegate its authority to (1) make determinations regarding disability under Government Code Section 21152(c); (2) make determinations whether such disability is industrial; and (3) certify such determinations and all other necessary information to CalPERS. Delegating the authority to determine an Industrial Disability Retirement to the City Manager is consistent with other cities.

Without approval of a resolution from City Council delegating authority to the City Manager, staff would be required to present a resolution for approval to the City Council for Industrial Disability Retirement of a Local Safety Member each time an application is filed, which would include limited confidential medical and personnel information.

Staff will continue to follow all CalPERS application and determination requirements. It is appropriate that the medical and personnel information included in an Industrial Disability Retirement application be kept confidential and delegating the decision-making authority to the City Manager would eliminate the need to bring forth these applications at a public meeting.

In addition, staff is recommending for the adoption the following procedures for processing applications of local safety members for disability retirement:

1. Documentation of Designation of Authority

A certified copy of this Resolution will be placed on file with the California Public Employees Retirement System and will accompany all such resolutions or letters of designation signed by the delegate named in this resolution or their designee and be included as part of the submission to the California Public Employees Retirement System.

2. Verification of CalPERS Determination of Member Eligibility

Upon receipt of verification from the California Public Employees Retirement System that the member is eligible to apply for disability retirement, the City Manager will proceed with determination.

3. Contingencies Completed

An initial determination will begin after determination that the following conditions have been met:

- 4850 payments have been exhausted.
- Employee has exhausted all sick leave and/or compensating time off unless with respect to such leave, the provisions of the local ordinances or resolution or rules or regulations of the employer provide to the contrary.
- OR an earlier date during the leave when the disability is found to be permanent and stationary by the Workers' Compensation Appeals Board, and/or the employer has exhausted the reasonable accommodation process.

4. Promissory Note

In the event applicant becomes eligible for Advanced Disability Pension Payments. Applicant must sign a promissory note agreeing to repay and Advance Disability Pension Payments made by the City should the applicant later be deemed ineligible for disability retirement.

5. Determination of Disability

An initial determination will be made by the City upon medical and other available evidence offered by either the applicant or the City to determine whether the applicant is substantially incapacitated from the performance of their duties. The determination shall be made within six months of the date of the City's receipt of CalPERS request for such determination unless this time requirement is waived in writing by the applicant. The City Manager or their designee shall certify the City's findings and direct them to CalPERS.

A resolution determination for disability retirement will include all the following information statements:

- A statement certifying under penalty of perjury that the determination was not used as a substitute for the disciplinary process.
- A statement certifying under penalty of perjury that the determination was made based on competent medical opinion.
- A finding indicating the member has been found substantially incapacitated from the performance of the usual and customary duties of their position.
- A statement that there is competent medical opinion certifying the disability is expected to a) be permanent; b) last at least twelve consecutive months from the date of an application for benefit; or c) will result in death.
- A statement confirming whether or not the member had filed a workers compensation claim(s) for their disabling conditions(s) and if so, whether the claim was accepted.
- A finding by the employer as to whether the causation of the disability was industrial.
- A statement by the employer documenting the member's last day on payroll.
- A statement by the employer as to whether there is, or is not, a possibility of third-party liability present.

- The monthly amount and beginning date of Advance Disability Pension Payments (ADPP) paid or to be paid to the member along with the address where the reimbursement check should be mailed.
- A certified copy of this signed resolution must accompany the determination resolution.

6. Appeal Process

If the applicant requests a hearing pursuant to the Public Employees' Retirement Law, the hearing shall be held in conformity with Government Code section 21156, as it may from time to time be amended.

Once the City issues its decision following a hearing, the decision and findings will be served on the applicant by certified mail and CalPERS will be notified.

If applicant is found to be substantially incapacitated, the City shall certify to CalPERS. If applicant is found not to be substantially incapacitated, the applicant will be further advised that they have thirty calendar days to seek judicial review, not including prospective or prophylactic restrictions as defined by CalPERS guidance on disability retirement and in CA Government Code Section 21166 which excludes any determination of disability under Labor Code 4600, 5811 or any other provision of the Labor Code.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Resolution 2024 - Designation of Authority and Updating the Process and Procedures in the Determination of Disability Retirements for Employees](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

**DESIGNATING THE AUTHORITY AND UPDATING THE
PROCESS AND PROCEDURES IN THE DETERMINATION OF
DISABILITY RETIREMENTS FOR EMPLOYEES.**

- A. The City of St. Helena (herein referred to as City) is a contracting agency of the California Public Employees' Retirement System; and
- B. The Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which they are classified as a "local safety member" is disabled for purposes of the Public Employees' Retirement Law and such disability is "industrial" within the meaning of such Law; and
- C. The City Council of the City of St. Helena has determined that it may delegate authority under Government Code section 21173 to make such determinations to the incumbent of the office/position of City Manager.

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

- 1. That the City Council of the City of St. Helena delegate and it does hereby delegate to the incumbent of the office/position of City Manager, authority to make application on behalf of the City pursuant to Government Code Section 21152(c) for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability; and
- 2. That the City Council of the City of St. Helena delegate and it does hereby delegate to the incumbent of the office/position of City Manager authority to make determinations of disability on behalf of the City under Government Code section 21156 and whether such disability is industrial and to certify such determinations and all other necessary information to the California Public Employees' Retirement System; and
- 3. The City of St. Helena hereby adopts the following procedures for processing applications of local safety members for disability retirement:
 - 1. Documentation of Designation of Authority
A certified copy of this Resolution will be placed on file with the California Public Employees Retirement System and will accompany all such resolutions or letters of designation signed by the delegate named in this resolution or their designee and be

included as part of the submission to the California Public Employees Retirement System.

2. Verification of CalPERS determination of member eligibility

Upon receipt of verification from the California Public Employees Retirement System that the member is eligible to apply for disability retirement, the City Manager will proceed with determination.

3. Contingencies Completed

An initial determination will begin after determination that the following conditions have been met:

- 4850 payments have been exhausted.
- Employee has exhausted all sick leave and/or compensating time off unless with respect to such leave, the provisions of the local ordinances or resolution or rules or regulations of the employer provide to the contrary.
- OR an earlier date during the leave when the disability is found to be permanent and stationary by the Workers' Compensation Appeals Board, and/or the employer has exhausted the reasonable accommodation process.

4. Promissory Note

In the event applicant becomes eligible for Advanced Disability Pension Payments. Applicant must sign a promissory note agreeing to repay and Advance Disability Pension Payments made by the City should the applicant later be deemed ineligible for disability retirement.

5. Determination of Disability

An initial determination will be made by the City upon medical and other available evidence offered by either the applicant or the City to determine whether the applicant is substantially incapacitated from the performance of their duties. The determination shall be made within six months of the date of the City's receipt of CalPERS request for such determination unless this time requirement is waived in writing by the applicant. The City Manager or their designee shall certify the City's findings and direct them to CalPERS.

A resolution determination for disability retirement will include all the following information statements:

- A statement certifying under penalty of perjury that the determination was not used as a substitute for the disciplinary process.
- A statement certifying under penalty of perjury that the determination was made based on competent medical opinion.
- A finding indicating the member has been found substantially incapacitated from the performance of the usual and customary duties of their position.
- A statement that there is competent medical opinion certifying the disability is expected to a) be permanent; b) last at least twelve consecutive months from the date of an application for benefit; or c) will result in death.

- A statement confirming whether or not the member had filed a workers compensation claim(s) for their disabling conditions(s) and if so, whether the claim was accepted.
- A finding by the employer as to whether the causation of the disability was industrial.
- A statement by the employer documenting the member's last day on payroll.
- A statement by the employer as to whether there is, or is not, a possibility of third-party liability present.
- The monthly amount and beginning date of Advance Disability Pension Payments (ADPP) paid or to be paid to the member along with the address where the reimbursement check should be mailed.
- A certified copy of this signed resolution must accompany the determination resolution.

6. Appeal Process

If the applicant requests a hearing pursuant to the Public Employees' Retirement Law, the hearing shall be held in conformity with Government Code section 21156, as it may from time to time be amended.

Once the City issues its decision following a hearing, the decision and findings will be served on the applicant by certified mail and CalPERS will be notified.

If applicant is found to be substantially incapacitated, the City shall certify to CalPERS. If applicant is found not to be substantially incapacitated, the applicant will be further advised that they have thirty calendar days to seek judicial review, not including prospective or prophylactic restrictions as defined by CalPERS guidance on disability retirement and in CA Government Code Section 21166 which excludes any determination of disability under Labor Code 4600, 5811 or any other provision of the Labor Code.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 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 Tzaopoulos, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 11, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Crane Park Lighting Improvements project, Capital Improvement Program Project No. C19-03.
RECOMMENDED ACTION:	Approve attached Resolution
PREVIOUS COUNCIL ACTION:	City Council approved the project in 2018 and awarded the contract to Musco Sports Lighting, LLC on January 23, 2024.
STATEMENT OF THE PURPOSE:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Crane Park Lighting Improvements project, Capital Improvement Project C19-03.
FINANCIAL IMPACT:	None.

BACKGROUND:

In 2019, it was determined that the lighting system for the tennis courts at Crane Park, which were last updated in 1994, had reached the end of their serviceable life; a Capital Improvement Program project was created to upgrade and retrofit the existing lighting system. An engineering design consultant concluded that an updated version of the original equipment manufacturer Musco was the suitable lamp head and electrical controller replacement option as the upgraded system was designed to integrate with the existing lighting system infrastructure. Musco Sport Lighting, LLC was awarded the project on January 23, 2024, in the amount of \$297,268.91.

DISCUSSION:

Musco Sports Lighting LLC installed 32 replacement lamp heads, controls, and switch gear for the 6 Crane Park tennis courts. The project did not exceed the approved budget of \$297,268.91. Musco Sports Lighting, LLC finished work on the project on April 19, 2024. The installation and completed work is approved to the satisfaction of the Public Works Director and Project Manager.

Upon approval of the resolution accepting the completion of the project, staff will file the appropriate notifications with the County, release withheld retention and close out the project.

ENVIRONMENTAL REVIEW: None.

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:

[Resolution](#)

[Notice of Completion](#)

CITY OF ST. HELENA

RESOLUTION No. 2024-

**RESOLUTION ACCEPTING THE WORK AND DIRECTING
THE FILING OF THE NOTICE OF COMPLETION FOR THE
CRANE PARK LIGHTING IMPROVEMENTS PROJECT,
CAPITAL IMPROVEMENT PROJECT C19-03.**

RECITALS

- A. The City of St. Helena's 5-year Capital Improvement Plan includes the Crane Park Lighting Improvements Project; and
- B. The City of St. Helena City Council approved the Crane Park Lighting Improvements project in 2018; and
- C. On January 23, 2024 the contract was awarded to Musco Sports Lighting LLC in the amount of \$297,268.91; and
- D. The project was finished at the approved budgeted amount; and
- E. Musco Sports Lighting, LLC has completed the work in accordance with the contract documents for the project.

RESOLUTION

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

- 1. The work performed by Musco Sports Lighting LLC, under the subject contract is accepted as complete.
- 2. The Public Works Director is authorized to prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 2024, by the following vote:

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

Councilmember Kenealy: _____
Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

Recording Requested By: City of St Helena 1088 College Avenue St. Helena, CA 94574	
Exempt From Recording Fees Per Government Code Sec. 27383	
When Recorded Mail To: City Clerk City of St Helena 1088 College Avenue St. Helena, CA 94574	

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1 The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.
- 2 The full name and address of the undersigned owner and of any and all co-owners are:

Name	City	State
City of St. Helena	St Helena	CA

- 3 Work or Improvement on the property hereinafter described as the Crane Park Tennis Courts for the C19-03 Crane Parking Lighting Improvements Project was completed and accepted by the City of St. Helena City Council on June 11, 2024.
- 4 The work done included the replacement of 32 replacement lamp heads, controls, and switch gear for 6 tennis courts.
- 5 The name of the main contractor for the work of improvement as a whole included the following: Musco Sports Lighting, LLC.
- 6 The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and described as follows: 360 Crane Avenue

By: _____

Joseph Leach, Public Works Director

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under the penalty of perjury that the above is true and correct.

Executed at St. Helena, California, this 11th day of June, 2024.

City of St. Helena

Joseph Leach, Public Works Director



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 11, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Authorize the purchase of garbage, recycling and composting containers for all city parks for a not-to-exceed cost of \$103,185 from Trash Can Warehouse to be fully reimbursed by a grant from the Upper Valley Waste Management Agency.
RECOMMENDED ACTION:	Approval of the purchase.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To authorize a purchase of waste, recycling and composting containers for City Parks with reimbursable grant funds.
FINANCIAL IMPACT:	The total cost to purchase 108 garbage, recycling and composting cans to replace all cans at city parks, including shipping, handling and taxes is \$103,185. These costs are to be fully reimbursed by Upper Valley Waste Management Agency and must be expended by June 30, 2024.

BACKGROUND:

In 2021 the City submitted for and received a grant from the Upper Valley Waste Management Agency for the construction of waste and recycling enclosures on Money Way, as part of an effort to activate the alley in the downtown economic district and to attempt to consolidate over 100 independent garbage, recycling and composting containers into consolidated bins in concealed locations. The purpose of the grant was to fund opportunities for waste diversion improvements.

DISCUSSION:

Upon further review of the locations, property ownership and the infrastructure requirements for waste truck service on Money Way, the initial proposal not a feasible plan within the allotted budget. The City has since contacted the grantor, Upper Valley Waste Management Agency, to authorize the use of the grant funds for a different project. Instead of applying the funds to the Money Way Enclosure Project, the revised proposal uses the funds to purchase new waste and recycling containers and, in some cases, composting containers for all City parks and building a waste enclosure structure

at Jacob Miley Park to act as a consolidation station for waste materials from all east side City parks and facilities.

There are a variety of styles available for exterior waste, recycling and composting containers. Considerations accounted for include durability of materials - how well it holds up in our environment, functionality such as: how easy is it for birds or other animals to remove items from the container creating litter, if the container will be in a location accessible to rain/weather, and is there a clear understanding for the user for proper can usage/waste diversion. The proposed plan was presented to the Parks and Recreation Commission, who provided input into their preferred variety and style of container, as well as requested composting be added at the parks with the highest levels of picnic activity. The City currently does not have the required infrastructure to service compost bins in public spaces so only limited composting will be added as a pilot program in these high picnic activity locations. Included in this pilot program will be signage for education and incorporation of a new service route by our Public Works staff.

On May 9, staff submitted the revised grant proposal to Steve Lederer, the Agency Manager for the Upper Valley Waste Management Agency, and he indicated that the Agency determined the changes were consistent with the spirit and cost of the previous approval and authorized the City to proceed as outlined.

Staff followed procurement policies and reached out to several different vendors to source the specific approved container style. The least expensive of the vendors was Trash Can Warehouse who can provide the exact can with the multiple lid colors and has the ability to comply with the grant deadline.

FISCAL IMPACT

The current inventory and cost estimate of replacement waste and recycling containers is as follows.

	Garbage Cans	Recycling Cans	Compost Cans
Existing Containers	67	46	0
Proposed Containers	53	53	6
Difference (adding or taking away of containers)	-21%	+15%	+100%

Total cost for replacement of cans (including tax & shipping): \$103,185. The total grant funding available is \$125,000.

Staff recommends that the Council authorize the purchase of the waste system containers from Trash Can Warehouse as proposed and seek reimbursement for grant funds from the Upper Valley Waste Management Agency.

ENVIRONMENTAL REVIEW: This is not a CEQA project

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution Trash Can Warehouse](#)

[Quote Approval](#)

[SR Garbage.Recycling Grant Proposal Modification - Final](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

AUTHORIZE THE PURCHASE OF GARBAGE, RECYCLING AND COMPOSTING CONTAINERS FOR ALL CITY PARKS FOR A NOT-TO-EXCEED COST OF \$101,559 FROM TRASH CAN WAREHOUSE TO BE FULLY REIMBURSED BY A GRANT FROM UPPER VALLEY WASTE MANAGEMENT AGENCY

RECITALS

- A. In 2021 the City submitted for and received a grant from Upper Valley Waste Management for the construction of waste and recycling enclosures on Money Way, as part of an effort to activate the alley in the downtown economic district and to attempt to consolidate over 100 independent garbage, recycling and composting containers into consolidated bins in concealed locations. The purpose of the grant was to fund opportunities for waste diversion improvements; and
- B. Upon further review of the locations, property ownership and the infrastructure requirements for waste truck service on Money Way, the initial proposal not a feasible plan within the allotted budget; and
- C. The City has since contacted the grantor Upper Valley Waste Disposal to authorize the use of the grant funds for a different project; and
- D. The revised projects includes the purchase of new waste and recycling containers and, in some cases, composting containers for all City parks as well as build a waste enclosure structure at Jacob Mile Park; and
- E. On May 9, staff submitted the revised grant proposal to the Agency Manager who authorized the City to proceed as outlined; and
- F. Staff followed procurement policies and the least expensive of the vendors was Trash Can Warehouse who can provide the exact can with the multiple lid colors and has the ability to comply with the grant deadline.

RESOLUTION

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

- 1. Authorize the purchase of 108 garbage, recycling and composting cans to replace all cans at city parks from Trash Can Warehouse including shipping, handling and taxes for a not to exceed cost of \$103,185.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 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 Tzaopoulos, City Clerk



5 Canal Street, Suite 1, Bellows Falls, VT 05101
866.359.8594
sales@trashcanswarehouse.com

Customer Information

Buyer:
City of St. Helena
1088 College Avenue
St. Helena, CA 94574
US
(707) 547-5865
lmilton@cityofsthelena.org

Bill To:
City of St. Helena
1088 College Avenue
St. Helena, CA 94574
US
Lesley Milton

Ship To:
City of St. Helena
1088 College Avenue
St. Helena, CA 94574
US
Lesley Milton

Quote #0087552

ACCOUNT REP Joanne Pluff

QUOTE DATE	QUOTE AMOUNT	QUOTE EXPIRES
April 16, 2024	\$101,599.77	May 13, 2024

Shipping and Delivery Notes:

Shipping cost includes lift-gate service and call ahead, it does not include inside delivery or other special services and assumes the use of a 53' delivery truck. Please let us know if you have special delivery requirements.

Lead time for these containers is: **8 - 10 Weeks**

PLACE ORDER

ON NET-30 TERMS ►

PAY NOW

WITH A CREDIT CARD ►

Or [SAVE as PDF](#) to print, share, sign & fax

Please note: there is a 3% credit card processing fee applied to all payments received via credit card. To avoid this fee you can pay via ACH or by mailing a check to us at 35 Frost Street Brattleboro, VT 05301

ITEM CODE	QTY	PRODUCT IMAGE	DESCRIPTION	UNIT PRICE	TOTAL
N1-203	6.00		Recycling and Waste Barrel with Swing Lid Size: 35 GAL Body Color: Brown Lid Color: Green Label: Compost Website Price: \$833.00	\$774.00	\$4,644.00
N1-203	53.00		Recycling and Waste Barrel with Swing Lid Size: 35 GAL Body Color: Brown Lid Color: Blue Label: Recycle Website Price: \$833.00	\$774.00	\$41,022.00
N1-203	53.00		Recycling and Waste Barrel with Swing Lid Size: 35 GAL Body Color: Brown Lid Color: Black Label: Trash Website Price: \$833.00	\$774.00	\$41,022.00

Subtotal \$86,688.00
Tax \$7151.77

Shipping	\$7760.00
Total	\$101,599.77

Any questions contact us at 866.359.8594 or sales@trashcanswarehouse.com

Damages & Returns

Damages - All shipments are insured against damage in transit. If your shipment shows any sign of visual damage, it should be noted on the freight bill or receiving ticket and signed by the driver. If damage to the shipment is not visible until the carton is opened, please keep all of the packing materials and the original carton. In either case, please notify Trashcans Warehouse within five days.

Returns - If your order is damaged in shipment, we will either issue credit for the product and the shipping costs, or ship a replacement product at no cost for the product and shipping. If you need to return the purchase for any other reason please notify us within five days. Please note that special orders are non-refundable. The customer must pay for the return shipping and a restocking fee of 25% for returned items. The items must be returned in their original cartons in new condition.

5 Canal Street, Suite 1 | Bellows Falls, VT 05101 | Tel : 866.359.8594 | Fax: 888.506.0210 | Email: sales@trashcanswarehouse.com



T0: Steve Lederer, County of Napa Public Works Director

Subject: Request to modify grant application to replace all public waste and recycling receptacles in City parks and build a waste enclosure at Jacob Miley Park

Prepared By: Lesley Milton, Assistant to the City Manager/Interim Assistant Public Works Director St. Helena

BACKGROUND

In 2021 the City submitted for and received a grant from Upper Valley Waste Management for the construction of waste and recycling enclosures on Money Way, as part of an effort to activate the alley in our downtown economic district and to attempt to consolidate over 100 independent garbage, recycling and composting containers into consolidated bins in concealed locations. The purpose of the grant was to fund opportunities for waste diversion improvements.

DISCUSSION

Upon further review of the locations, property ownership and the infrastructure requirements for waste truck service on Money Way, it's not a feasible plan within the allotted budget. The City has contacted the grantor Upper Valley Waste Disposal to authorize the use of the grant funds for a different project. Instead of applying the funds to the Money Way Enclosure Project, the proposal is to instead use the funds to purchase new waste and recycling containers and in some cases composting containers for all City parks as well as build a waste enclosure structure at Jacob Miley park to act as a consolidation station for waste materials from all east side city parks and facilities.

There are a variety of styles available for exterior waste, recycling and composting containers. Considerations accounted for were durability of materials including how well it holds up in our environment, as well as functionality; how easy is it for birds or other animals to remove from the container and create litter, if the container will be in a location accessible to rain/weather, and is there a clear understanding for the user for proper can usage/waste diversion. The proposed plan was presented to the Parks and Recreation Commission and they provided input into their preferred variety and style of container as well as requested composting be attempted at least at the parks that had the highest levels of picnic activity. The city currently does not have the required infrastructure to service compost bins in public spaces so only limited composting will be added as a pilot program in locations with the highest levels of picnicking. Including in this pilot program will include signage for education, as well as incorporation of a new service route by our Public Works staff.

The waste enclosure being proposed is sized to hold two 4 cubic yard containers, one for garbage and one for recycling with additional room for potential future composting. Design standards were developed because the City of St. Helena does not have adopted standards for waste enclosures and preliminary bids for this structure, matching the existing materials of the bathroom estimate this project to cost \$50,000. This structure will service not only Jacob Miley park that only has cart service and carts are exposed, but will also act as a collection location for three other City Parks, the City Library and City Hall.

FISCAL IMPACT

The current inventory and cost estimate of replacement waste and recycling containers is as follows. The total grant funding available is \$125,000.

	Garbage Cans	Recycling Cans	Compost Cans
Existing Containers	67	46	0
Proposed Containers	53	53	6
Difference	-21%	+15%	+100%

Total cost for replacement of Cans (including tax & shipping):	<u>\$103,185.38</u>
Total cost of waste enclosure:	<u>\$ 50,000.00</u>
Total cost of proposed plan:	<u>\$163,185.38</u>
Total grant funds available:	<u>\$125,000.00</u>
<i>Additional City funds to complete:</i>	<u>\$ 28,185.38</u>

RECOMMENDED ACTION

Staff is requesting the approval of the revised plan for use of the grant funds for waste diversion efforts.

Waste Can Example
– Standard can, with alternating lid colors to be matched as a waste station with either garbage and recycling as well as composting at specific locations.





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Fire

DATE:	June 11, 2024
FROM:	Alec Vidler, Administrative Assistant/Fire Inspector
SUBJECT:	Consideration and proposed approval of a resolution authorizing a 3-year agreement for Fire/Emergency Dispatch Services with the Department of Forestry and Fire Protection/CAL Fire for a not-to-exceed amount of \$286,232.
RECOMMENDED ACTION:	Approve the Agreement with the Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2024 through June 30, 2027 for a three-year amount not-to-exceed \$286,232
PREVIOUS COUNCIL ACTION:	Council signed a resolution adopting a 3 Year contract with CAL Fire for dispatch services not to exceed \$233,956. Term was July 1, 2021 to June 30, 2024.
STATEMENT OF THE PURPOSE:	Renew emergency dispatch services with CAL Fire.
FINANCIAL IMPACT:	The total Financial Impact for the CAL Fire contract is \$286,232 over a three-year period, which is broken out as follows: • FY 2024-25 - \$90,795 • FY 2025-26 (+5%) - \$95,335 • FY 2026-27 (+5%) - \$100,102 Funding for FY 2024-25 has been included in the adopted operating budget in GL Account 101-48-00-21-54. Funding for FY 2025-26 and FY 2026-27 will be included in the future years' budgets.

BACKGROUND:

Cal Fire has provided dispatching services to the City of St. Helena's Fire Department for over 50 years. The current agreement between the City and Cal Fire expires on June 30, 2024. A three-year successor agreement is proposed.

The current dispatching contract provides St. Helena with year-round dispatching services and requires St. Helena paying for one-quarter (1/4) of a full-time Communication Operator's (dispatcher) salary and benefits. The new three-year successor agreement proposes to increase the cost share to one-half (1/2) of a Communication Operator for each year of a new contract.

On August 1, 2018, the St. Helena Emergency Command Center began Emergency Medical Dispatching (EMD) for the customers served by the Napa County Fire Department within the unincorporated areas of Napa County. By nature of current dispatch contracts, this service was also provided, among others, to the cities of St. Helena and Calistoga.

EMD is a caller interrogation tool which allows for dispatchers to provide pre-arrival instructions to callers with medical emergencies. The program used is an industry standard, is sanctioned, and is monitored by the licensing company (Priority Dispatch) and the Local EMS Authority. The training is extensive and continual quality assurance and quality improvement standards are required to maintain the license. This has proven to be a life-saving tool that was previously unavailable, as critical medical advice is now being given as soon as the caller is on the phone, whereas before having an EMD process, callers had to wait for the first arriving unit before any sort of medical care or advice was initiated.

Implementing an EMD program does bring additional unfunded workloads to a center as dispatchers now need to spend greater time on the phone interrogating callers, while another dispatcher actually sends the resources and works with the radios. This has necessitated exploration of opportunities to better staff the Emergency Command Center to allow for efficiency in operations while still maintaining a high level of service to the caller and the resources being dispatched.

Due to this increased level of service provided with no costs borne to some contracts for implementation, training, or annual service contracts, along with the increased workload to the center, CAL Fire is evaluating each of their existing contracts in an effort to validate the level of service they are providing. The increase from one-quarter to one-half of a Communication Operator will assist in continuing their level of service to the communities they serve.

DISCUSSION:

The current contract between the City and Cal Fire provided for a three-year service term covering the period of July 1, 2021 through June 30, 2024, for the maximum amount of \$233,956 which is split over three years. The proposed agreement will provide for a three-year service term covering the period of July 1, 2024 through June 30, 2027, for an amount not to exceed \$286,232 which is split over three years.

The current scope, outlined as follows, will remain identical under the proposed agreement:

"Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an

officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.”

Staff is currently exploring the feasibility of bringing the Fire Dispatch function in-house and combining it with the City's Police Dispatch. The contract with Cal Fire provides for a termination with a year of notice.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 5: Enhance Quality of Life

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution - FD CAL Fire Dispatch Agreement 2024-27](#)
[CALFire Dispatch Agreement 2024-27](#)

CITY OF ST. HELENA
RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING A THREE-YEAR AGREEMENT FOR FIRE/EMERGENCY
DISPATCH SERVICES WITH THE DEPARTMENT OF FORESTRY AND FIRE
PROTECTION/CAL FIRE FOR A NOT-TO-EXCEED AMOUNT OF \$286,232**

RECITALS

- A. WHEREAS, the City requires fire/emergency dispatch services; and
- B. WHEREAS, the current agreement for dispatch services expires on June 30, 2024; and
- C. WHEREAS, The Department of Forestry and Fire Protection/Cal Fire has the necessary expertise, experience, and qualifications to perform the functions.

RESOLUTION

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

- 1. The City Council approves the Agreement with the Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2024 through June 30, 2027, for a three-year not-to-exceed amount of \$286,232; and
- 2. The City Council authorized the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 2024 by the following vote:

Mayor Dohring: _____

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

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzafoopoulos, City Clerk

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 1/2024

AGREEMENT NUMBER **1CA06884**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of St. Helena

2. The term of this Agreement is: July 1, 2024 through June 30, 2027

3. The maximum amount of this Agreement is: \$ 286,232.00
Two hundred eighty six thousand, two hundred thirty two dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	5	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of St. Helena

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Anil Comelo, City Manager

ADDRESS

1088 College Ave. St. Helena, CA 94574

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Nathan Barclay, Assistant Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

Contractor Name: City of St. Helena
 Contract No.: **1CA06884**
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EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of St. Helena
Name:	Mike Marcucci	Name:	Chief John Sorensen
Phone:	707-967-1400	Phone:	707-486-2882
Fax:		Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike Marcucci	Local Agency:	City of St. Helena
Section/Unit:	Sonoma Lake Napa Unit	Section/Unit:	Fire Department
Attention:	Kirk vanWormer	Attention:	Chief John Sorenson
Address:	1199 Big Tree Rd St. Helena CA 94575	Address:	1088 College Ave. St. Helena CA 95474
Phone:	707--967-1400	Phone:	707-486-2882
Fax:		Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

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EXHIBIT A **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☐ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

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dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

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- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

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- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

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- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

Contractor Name: City of St. Helena

Contract No.: **1CA06884**

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15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

Contractor Name: City of St. Helena

Contract No.: **1CA06884**

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- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
 - C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

- 20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

Contractor Name: City of St. Helena

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of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION.** STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE.** As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES.** STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

Contractor Name: City of St. Helena

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AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

Contractor Name: City of St. Helena
 Contract No.: **1CA06884**
 Page No.: 15

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☐ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Contractor Name: City of St. Helena

Contract No.: **1CA06884**

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LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Contractor Name: City of St. Helena

Contract No: 1CA06884

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EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: City of St. Helena

CONTRACT NUMBER: **1CA06884**

Index: 1400

PCA: 17302

Fiscal Year: 2024/25 to 2026/27

This is Schedule A of Cooperative Agreement originally dated July 1, 2024, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year:	2024	Unit:	Sonoma Lake Napa	PS Sub Total	\$70,770	Contract Name:	St. Helena Fire Department
Index:	1400			OE Sub Total	\$10,225	Contract No.:	1CA06884
PCA:	17302			Admin	\$9,800	Page No.:	18
PRC:	4244			Total	\$90,795		
Comments				Overtime Total:	\$6,087		

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between <u>City of St. Helena</u> and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Mike Marcucci
	CAL FIRE Region Chief	George Morris III
	Staff Benefit Rate as of 7/1/23 for POF Classifications	74.87%
	Staff Benefit Rate as of 7/1/23 for SAF Classifications	64.68%
	Staff Benefit Rate as of 7/1/23 for MIS Classifications	77.30%

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.5	Communications Operator, Range B	SAF	7/1/24-6/30/25	12	\$6,373	\$38,238	\$0	0	\$0	\$24,732	\$0	\$0	\$62,970	\$70,770
0.5	Night-Shift Pay Differential	SAF	7/1/24-6/30/25	12	\$173	\$1,040			\$0	\$673		\$0	\$1,713	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
		SAF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	SAF				\$6,000			\$0	\$87		\$0	\$6,087	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
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	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
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					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
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					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

Operating Expense

Category (Pick from List)		Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE FOR COMM OP			0.5	12	\$104	\$ 625		\$ 625
UTILITIES			1	12	\$150	\$ 1,800		\$ 1,800
OTHER ITEMS OF EXPENSE		Tablet Command Fees and Licensing	1	1	\$7800	\$ 7,800		\$ 7,800
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

Total OE \$ 10,225

Fiscal Year	Total
FY 24/25	\$90,795
FY 25/26 (+5%)	\$95,335
FY 26/27 (+5%)	\$100,102
Contract Total	\$286,232

Contractor Name: City of St. Helena

Contract No: 1CA06884

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EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2024, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:City of St. Helena

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2024/25 to 2026/27

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____	Anil Comelo
Signature	Printed Name
City Manager	
_____	_____
Title	Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____	Anil Comelo
Signature	Printed Name
City Manager	
_____	_____
Title	Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____	Anil Comelo
Signature	Printed Name
City Manager	
_____	_____
Title	Date



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 11, 2024
FROM:	Jose Calderon, Engineering Technician II
SUBJECT:	Consideration and proposed adoption of a Resolution approving the plans for the Downtown Sidewalk Improvements Phase 1B - Paver Repair Project and authorizing advertisement for bids.
RECOMMENDED ACTION:	Approve the Resolution.
PREVIOUS COUNCIL ACTION:	The project is included in the City's FY 2024-2028 CIP approved by City Council on June 13, 2023. The specific scope of the project was directed and approved by City Council on April 9, 2024.
STATEMENT OF THE PURPOSE:	To adopt the project plans and authorize the Request For Bids per requirements of SHMC 3.04.240 for the Downtown Sidewalk Improvements Phase 1B - Paver Repair Project.
FINANCIAL IMPACT:	As noted in the 5-year adopted CIP for Project No. 18-81, there is a variety of funding sources for both Phase 1a (Pine to Adams) and Phase 1b (Adams to Mitchell). The distribution of funding among funding sources will be resolve upon receipt of bids and Council's authorization to award a construction contract. Additionally, per the April 9, 2024 City Council presentation, direction was received to proceed with Option A1 where the preliminary construction estimate is \$601,000 (i.e. \$551,000 for project "w/ New Trees" + \$50,000 for select Curb/Gutter replacement).

BACKGROUND:

On April 9, 2024, a presentation was made to City Council seeking direction regarding strategy and scope of the immediate and future development and improvements of the downtown sidewalks from Adams Street to Mitchell Drive. Multiple strategic options were discussed including the "temporary" option to repair the subgrade and reinstall the pavers which City Council directed staff to pursue. This option will serve as an interim mitigation to address the walkway surface hazards.

DISCUSSION:

Resulting from the April 9, 2024 direction from City Council, staff began scoping the project and preparing construction plans in efforts for expedient project delivery. The project plan, found as Attachment 2, highlights the extents of the surface repairs, tree removal and replacement, and curb and gutter repair. Additionally, staff has included sewer lateral replacements as part of this project.

Funding for the lateral replacements will come from a \$500,000, Community Development Block Grant secured by the City in 2019. Staff recommends incorporating the lateral repairs with this project to expend the grant funds. Additionally, lateral repairs have been anticipated to precede any significant development or improvement of the downtown sidewalks.

Staff is proposing that the work associated with this project occur at night in order to minimize significant disruptions to the downtown corridor during the summer season. Staff conducted a public informational meeting on May 30, 2024, where details of the project were presented to community stakeholders as well as direct outreach to the downtown community.

Upon approval of the plan and authorization advertisement for bids, staff will finalize the contract documents and solicit bids in preparation for construction activities to commence in September 2024.

ENVIRONMENTAL REVIEW:

As part of the project, 37 trees are scheduled to be removed. The trees will be replaced according to the approved tree schedule as is reflected in the existing Downtown Sidewalk Rehabilitation Project plans prepared by consulting engineers BKF and City Arborist. As noted above, staff believes the scope of repairs/replacement falls under CEQA Class I Categorical Exemption, Section 15301.

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 - Resolution](#)
[Attachment 2 - Phase 1B Plan](#)

CITY OF ST. HELENA

RESOLUTION No. 2024 -

Finding the Downtown Sidewalk Improvements Phase 1B - Paver Repair Project Exempt from CEQA; Approving and adopting the project plans; and Authorizing the Bid Request for the Downtown Sidewalk Improvements Phase 1B - Paver Repair Project.

RECITALS

- A. The City of St. Helena is responsible for maintenance of public sidewalks between Adams Street and Mitchell Drive; and
- B. On April 9, 2024 City Council directed staff to pursue repair of the existing surface; and
- C. The Downtown Sidewalk Improvements Phase 1B - Paver Repair Project will include removal, regrading and replacement of the existing pavers, removal and replacement of 37 trees, repairs to curb and gutter and repair of select sewer laterals as identified by the awarded Community Development Block Grant, which does not expand or increase the existing street capacity; and
- D. The Project Plans for Downtown Sidewalk Improvements Phase 1B - Paver Repair Project have been prepared by City Engineering Staff, reviewed by the City Engineer, and presented for approval and authorization to bid.

RESOLUTION

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

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publicly owned utilities; and
- 2. The Project Plans will be available on the City of St. Helena's website and for viewing at St. Helena Public Works, 1088 College Avenue, are hereby approved; and
- 3. The Public Works Director/City Engineer is authorized to solicit bids for the subject project.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 2024, by the following vote:

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

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PLOT SCALE: 1" = 1'

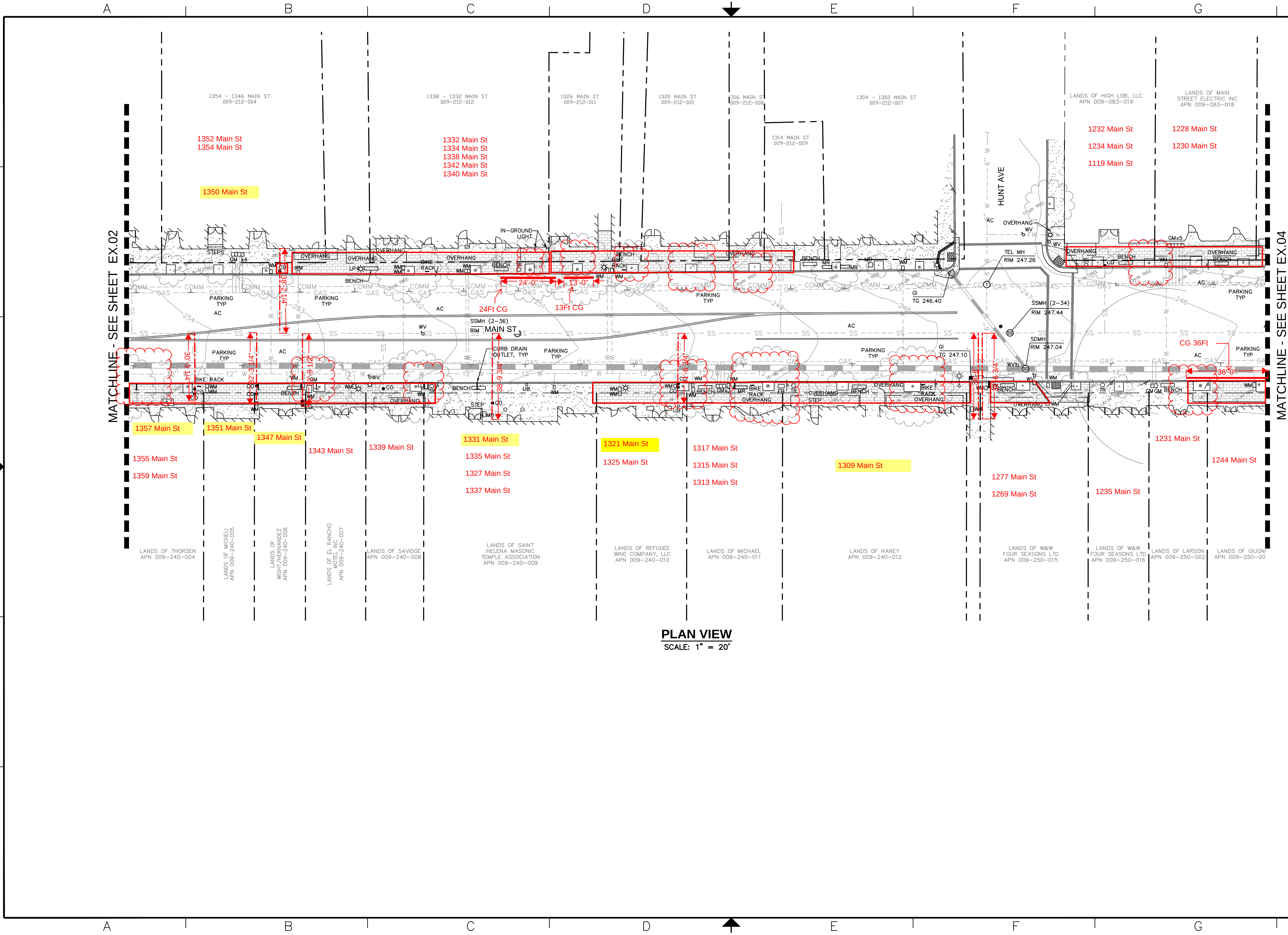
- 10 - Clean Out
- 17 - Water Valves
- 3 - Trash Cans
- 5 - Benches

PLAN VIEW
SCALE: 1" = 20'

DATE: JANUARY 2020 DESIGNED BY: WC DRAWN BY: WC CHECKED BY: DBJ
PROJECT NO. C20-01
BKF100+ YEARS ENGINEERS - SURVEYORS - PLANNERS
CITY OF ST. HELENA PUBLIC WORKS 1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574 PH: 707-988-2688

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT PHASE 1B
1 of 3

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PLOT SCALE: 1" = 1'



DATE: JANUARY 2020 DESIGNED BY: WC DRAWN BY: WC CHECKED BY: DBJ
PROJECT NO. C20-01
BKF100+ YEARS ENGINEERS - SURVEYORS - PLANNERS
CITY OF ST. HELENA PUBLIC WORKS 1572 Railroad Avenue, St. Helena, California, 94574 PH: 707-988-2688
MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT PHASE 1B
2 of 3



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 11, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Approve a Resolution authorizing the City Manager to enter into a Professional Services Agreement with Mead & Hunt Inc. to provide engineering, modeling and constructability of underwater activities needed to complete Capital Improvement Program Project No. W-109 Bell Canyon Reservoir Intake Tower and Project No. W-85 Bell Valve House Replacement Project for a total not-to-exceed cost of \$1,043,211 and a 10% contingency of \$104,321 for a total consultant budget of \$1,147,532.
RECOMMENDED ACTION:	Approve the contract as presented.
PREVIOUS COUNCIL ACTION:	6/27/13 - Reso 2017-090 authorizing Professional Services Agreement (PSA) with GEI for CIP No. W-109. 8/14/18 - Reso 2018-107 authorizing Amendment 1 to the PSA with GEI to add CIP No. W-85 to the project. 6/13/23 - CIP Project No. W-109 and W-85 are included in the adopted 5-Year Capital Improvement Program (FY 2023-24 to FY 2027-28).
STATEMENT OF THE PURPOSE:	Execute an agreement with a qualified engineering firm to provide professional consulting engineering and related services to complete the project.
FINANCIAL IMPACT:	The financial impact of this agreement is for a total not-to-exceed amount of \$1,147,532 with the distribution of design costs based on the proration of the construction budgets between CIP W-109 (86.8%) and W-85 (13.2%). Initial design and environmental costs for both W-109 and W-85 was estimated to be \$346,323, leaving a budget shortfall of \$801,209. While design costs are higher than anticipated, the scope of this project was included in the Water Rate Study to be funded through bonds. The following budget increases are necessary for the execution of this agreement with funding from the 2024 Water Bond Proceeds.

		Adopted Budget	Budget Increase	Adj. Budget
	W-109 (Design)	\$126,323	\$695,599	\$821,922
	W-109 (Environmental)	\$200,000	-0-	\$200,000
	W-85 (Design)	\$20,000	\$105,610	\$125,610
	TOTALS	\$346,323	\$801,209	\$1,147,532
Additional financial detail is provided in the "Discussion" section below.				

BACKGROUND:

Bell Canyon Reservoir is a man-made water supply reservoir serving the City of St. Helena. The reservoir, which was constructed during 1958 and 1959, has a storage capacity of approximately 2,500 acre-feet and serves as one of the City's main sources of potable water. The reservoir is impounded by a 500-foot long, 95-foot high embankment dam with a crest width of 20 feet and a crest elevation of 430 feet. A spillway with a crest elevation of 422 feet is located approximately one-quarter mile west of the embankment dam and discharges into the west fork of Bell Creek.

The freestanding intake tower is located at the upstream toe of the embankment to service two parallel outlet pipes in a common concrete encasement. One pipe is a 42-inch-diameter low-level outlet sluice pipe that passes through the base of the dam to a valve house, where it discharges into Bell Creek. The other pipe is a 24-inch-diameter water supply intake for the nearby Louis Stralla Water Treatment Plant (LSWTP); this pipe also passes through the base of the dam parallel to the 42-inch outlet. The 24-inch pipeline bifurcates at the downstream valve control house to provide minimum bypass flows into Bell Creek.

The intake tower has been in service for over 65 years and has reached the end of its service life. The intake tower as originally designed and constructed does not meet current seismic requirements. The City was directed on February 1, 2016, by the California Department of Water Resources (DWR), the California Division of Safety of Dams (DSOD) to evaluate the adequacy of the outlet tower for static and seismic loads by October 1, 2016. As a result of further review during 2016, the City stated in their January 17, 2017, Request for Proposals that the tower had deteriorated and did not meet current seismic standards.

Constructed along with the Bell Canyon Dam intake tower, the main outlets through the dam have also been in service for over 65 years and the downstream outlet system now requires an updated analysis and modifications due to corrosion and pitting of the downstream outlet piping. Based on past assessments, the existing outlet system no longer has an adequate factor of safety. In addition, the emergency reservoir discharge cone valve (Rotovalue) and foundation require replacement due to vibration issues

during discharge. The Rotovalue is not recommended for high flow releases during emergency releases and does not dissipate the hydraulic energy required.

The review of available documentation, preliminary engineering studies, and field investigations related to the intake tower replacement and valve house upgrades have been completed by GEI. The engineering design analyses, and preparation of construction documents, have been advanced to the 65% design by GEI and reviewed by the DSOD. With GEI as part of the team, the continuation of the project design from the current level of development to completion will be more efficient by reducing the need for interpretation of design intent.

DISCUSSION:

This project includes a very complex scope of work that will require the use of several technical consultants. The scope of work and assignment to subconsultants is proposed as follows:

- Mead & Hunt will provide civil, structural, hydraulic, mechanical, and electrical design, assist with DSOD compliance, and project management.
- Mead & Hunt's project manager will oversee the diverse team's communication, workload planning, schedule, QC, contract management, and other project management tasks to successfully accomplish the City's project objectives.
- GEI will finalize their draft geotechnical report to inform final intake tower stability.
- Hatch will perform the advanced modeling to confirm the intake tower seismic response and perform analysis for final structural stability and stress utilization in coordination with Mead & Hunt's in-house structural team.
- Ballard Marine Construction will assist with constructability for underwater activities.
- SR Diversified will provide overall constructability assistance and cost estimating.
- ESA will perform environmental assessments, prepare regulatory compliance documentation, and complete environmental permitting for the project.

It should be noted that staff solicited a proposal directly from GEI, the original Engineer of Record for the 65% design drawings. GEI noted that they currently did not possess the staff bandwidth to deliver the project within the City's schedule. As noted above, MH has retained GEI for their institutional knowledge and expertise.

As noted in the fiscal impact section, the approved budgets for each project are not sufficient to provide the design services now required. Below represents a summary of the adopted budgets for W-109 and W-85 and required additional funding:

W-109 FY 24-25	Adopted Budget	Budget Increase	Adj. Budget
Design	\$126,323	\$695,599	\$821,922
Environmental	\$200,000	-0-	\$200,000

Legal	\$3,000	-0-	\$3,000
Construction Mgmt.	\$213,904	-0-	\$213,904
Construction	\$2,500,000	-0-	\$2,500,000
Contingency	\$250,000	-0-	\$250,000
TOTALS	\$3,293,227	\$695,599	\$3,988,826

W-85 FY 2026-27	Adopted Budget	Budget Increase	Adj. Budget
Design	\$20,000	\$105,610	\$125,610
Environmental	-0-	-0-	-0-
Legal	-0-	-0-	-0-
Construction Mgmt.	\$10,000	-0-	\$10,000
Construction	\$400,000	-0-	\$400,000
Contingency	\$40,000	-0-	\$40,000
TOTALS	\$470,000	\$105,610	\$575,610

Additional funding will come from the 2024 Water Bond proceeds.

Due to the complex nature of this project including construction of a new intake tower underwater, the total cost for this engineering consulting and feasibility contract is \$1,043,211. Staff is requesting authorization for the Public Works Director to approve up to a 10% contingency for a total not-to-exceed cost of \$1,147,532. The scope of this project was included in the Water Rate Study to be funded through bonds. With the significant increase in design funding, it is anticipated construction costs will be higher than estimated and it will likely result in the need to re-evaluate other Water Enterprise capital projects and prioritized projects based upon risk to customers and resiliency to the system.

ENVIRONMENTAL REVIEW:

This action does not constitute a project. This scope of services includes the preparation of a project description and an initial study.

GOAL:

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:

[Resolution MH Bell Canyon Intake Tower](#)
[PSA Mead & Hunt Bell Canyon Intake Tower](#)
[CIP W-109 Bell Canyon Intake Tower Replacement](#)
[CIP W-85 CIP Bell House Valve Replacement](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. TO PROVIDE ENGINEERING, MODELING AND CONSTRUCTABILITY OF UNDERWATER ACTIVITIES NEEDED TO COMPLETE THE CAPITAL IMPROVEMENT PROGRAM PROJECT NO. W-109 BELL CANYON RESERVOIR INTAKE TOWER AND PROJECT NO. W-85 VALVE HOUSE REPLACEMENT FOR A TOTAL NOT-TO-EXCEED COST OF \$1,043,211 AND A 10% CONTINGENCY OF \$104,321 FOR A TOTAL CONSULTANT BUDGET OF \$1,147,532

RECITALS

- A. On February 1, 2016, the California Department of Water Resources' Division of Safety of Dams directed the City to evaluate the adequacy of the Bell Canyon Reservoir outlet tower for static and seismic loads by October 1, 2016; and
- B. On June 27, 2017, the City Council adopted Resolution 2017-090 authorizing the execution of a Professional Services Agreement with GEI to develop Capital Improvement Program Project No. W-109, the Bell Canyon Reservoir Intake Tower; and
- C. On August 14, 2018, the City Council adopted Resolution 2018-107 authorizing the execution of Amendment 1 to the Professional Services Agreement with GEI to develop Capital Improvement Program Project No. W-85, the Bell Valve House Replacement Project; and
- D. The scope and budgets were included in the 5-year Capital Improvement Program for FY24-28; and
- E. While GEI determined that they were no longer able to complete the project, city staff negotiated a proposal with Mead & Hunt, Inc., who elected to include GEI as a subconsultant, to deliver updated analysis, design and permitting services; and
- F. The proposal provided by Mead & Hunt, Inc. of \$1,043,211, along with a proposed 10% contingency, for a total time-and-materials expense of

\$1,147,532 exceeds the available approved design/environmental services budgets for both W-109 and W-85; and

- G. A budget amendment is required.

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 enter into a Professional Services Agreement with Mead & Hunt Inc. to provide engineering, modeling and constructability of underwater activities needed to complete Capital Improvement Program Project No. W-109 Bell Canyon Reservoir Intake Tower and Project No. W-85 Valve House Replacement Project for a total not-to-exceed cost of \$1,043,211.
3. Authorizes the allocation of \$1,147,532, which includes a 10% contingency of \$104,321, from the Water Capital Improvement Fund.
4. Authorizes the Budget Amendments as shown below with the increase in costs paid for with 2024 Water Bond proceeds:

W-109 FY 24-25	Adopted Budget	Budget Increase	Adj. Budget
Design	\$126,323	\$695,599	\$821,922
Environmental	\$200,000	-0-	\$200,000
Legal	\$3,000	-0-	\$3,000
Construction Mgmt.	\$213,904	-0-	\$213,904
Construction	\$2,500,000	-0-	\$2,500,000
Contingency	\$250,000	-0-	\$250,000
TOTALS	\$3,293,227	\$695,599	\$3,988,826

W-85 FY 2026-27	Adopted Budget	Budget Increase	Adj. Budget
Design	\$20,000	\$105,610	\$125,610
Environmental	-0-	-0-	-0-
Legal	-0-	-0-	-0-
Construction Mgmt.	\$10,000	-0-	\$10,000
Construction	\$400,000	-0-	\$400,000
Contingency	\$40,000	-0-	\$40,000
TOTALS	\$470,000	\$105,610	\$575,610

Approved at a Regular Meeting if the St. Helena City Council on June 11, 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 Tzafoopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
Bell Canyon Reservoir Intake Tower and Valve House Project

THIS AGREEMENT, made and entered into on October 10, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Mead & Hunt (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Bell Canyon Reservoir Intake Tower and Valve House Project

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$1,043,211 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

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Mead & Hunt – Bell Canyon Intake Tower

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 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. In providing services under this Agreement, the Consultant shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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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

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Mead & Hunt – Bell Canyon Intake Tower

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.

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Mead & Hunt – Bell Canyon Intake Tower

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually

satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775),

employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: Joe Leach
Public Works Director
1088 College Avenue
St. Helena, California 94574

To Consultant: Nancy Moricz
Mead & Hunt
180 Promenade Circle, Suite 240
Sacramento, CA 95834

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



LETTER PROPOSAL

BELL CANYON OUTLET WORKS REPAIR

Intake Tower & Valve House
City of St. Helena

May 17, 2024





May 17, 2024

Joseph Leach
Director of Public Works
1088 College Avenue
St Helena, CA 94574

Subject: Bell Canyon Reservoir Intake Tower and Valve House Project

Dear Joe:

The Bell Canyon Reservoir is the City of St. Helena's primary water source. The City needs project solutions that restore the stability of the reservoir operation and dam safety by addressing deficiencies with the dam outlet's intake tower and the downstream valve house —while maintaining vital water supplies during construction and in the long term. The following factors must also be considered for your project:

- **Intake Tower:** The intake tower at Bell Canyon Reservoir has specific challenges with tower corrosion and seismic concerns, as identified by the City and California's Division of Dam Safety (DSOD).
- **Valve House:** The valve house has identified issues with the energy dissipating valving arrangement and pipe corrosion that have contributed to the deteriorating system.
- **65% Design Completion:** The project was developed to 65% design by GEI and reviewed by DSOD; however, GEI can no longer complete this project due to insufficient resources. With GEI filling a smaller role on our team, we can continue and finish the design more seamlessly.
- **DSOD Requirements:** To maintain the reservoir's DSOD rating, we must be sensitive to the project schedule and various regulatory challenges/opportunities associated with the water supply reliability aspect.

MEAD & HUNT SOLUTIONS

The City will benefit from our well-equipped and well-versed team of dam engineering professionals who provide innovative solutions that meet client needs.

- **Ongoing Working Relationship with St. Helena.** We have been working with the City since 2006 and are currently working on several active projects. This gives us familiarity with your needs and expectations regarding project execution.
- **Extensive knowledge of Dams, Intakes, and Low-Level Outlets.** Mead & Hunt is equipped to meet the unique challenges the Bell Canyon Outlet Works project presents. Our past successes, outlined in Section 3 of this proposal, demonstrate our dedication to achieving outstanding results for our clients. Our Sacramento office designs several dam remediation projects each year and specifically works on dam outlet works, intake tower remediations, and energy dissipation valving upgrades.
- **Experience with DSOD.** We have worked with the DSOD on the regulatory aspects of reservoir and dam projects. The personnel assigned to this project routinely work with DSOD to obtain approvals of our dam remediation designs and final completion of construction.
- **Effective Project Execution.** By leveraging our depth of dam engineering resources, Mead & Hunt will complete the solution that GEI partially developed. We have the team, understanding, tools, planning, and mitigation approach to meet your objectives and overcome challenges. We understand the importance of the Bell Canyon Reservoir and completing this project within the required time frame. We aim to exceed expectations and complete this project seamlessly through effective project management and collaborative teamwork.

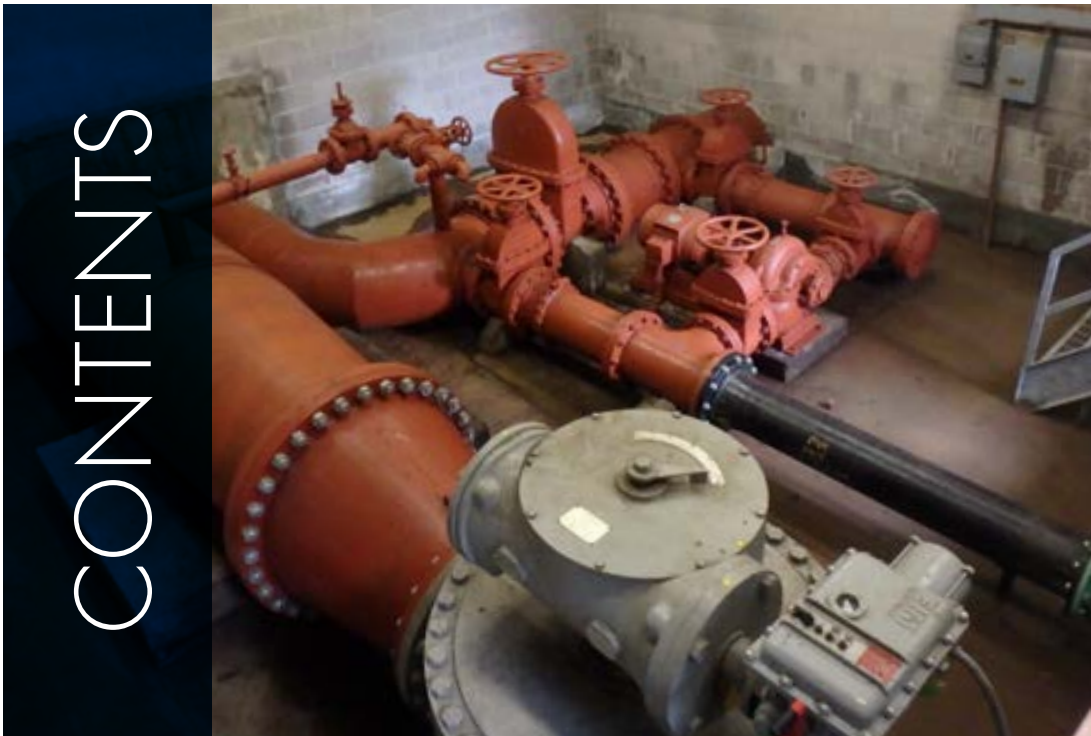
To effectively advance the 65% design concept reviewed by the DSOD and accepted by the City, we have put forth a team with specialty subconsultants that we typically team with on similar project scopes to supplement our highly experienced staff. **GEI** will finalize their draft geotechnical basis that weighs into the intake tower stability. **Hatch** will perform the advanced modeling to confirm structural loading. **Ballard Marine Construction** will assist with constructibility for underwater activities and **SR Diversified** will provide overall constructibility assistance and cost estimating. The complexity of performing work within the reservoir on aging facilities while maintaining continuity of water supply and downstream releases is unique. This proposal illustrates that our team has the requisite experience and qualifications to overcome these challenges and efficiently bring the project to completion.

Please contact me with any questions. I can be reached at chris.hirschmann@meadhunt.com or 916-993-4615. I look forward to hearing from you.

Sincerely,
Mead & Hunt, Inc.



Chris Hirschmann, PE
Project Manager



1. PROJECT TEAM. 1

 Introduction

 Organization Chart

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PROJECT TEAM

1

1. PROJECT TEAM: INTRODUCTION

1. PROJECT TEAM

INTRODUCTION



Mead & Hunt

Mead & Hunt was founded in 1900 as a hydroelectric and hydraulic engineering firm. Our experience spans the entire life cycle of power projects, including early concept, new build, rehabilitation, rebuild, reconfiguration, and removal. We have included example projects for your review in **Section 3 – Relevant Experience**.

Our team is a multi-disciplinary group consisting of various engineers and scientists. Our in-house engineers are structural, civil, hydrology and hydraulics (H&H), hydromechanical, and electrical. If needed, our scientists can provide permitting support with various federal and state agencies. Our team includes the four subconsultants below to best meet the needs of your project.



Key Qualification

The Mead & Hunt team provides depth and breadth of expertise, which includes unique experience with underwater construction, water control and bypass systems, high head valving, piping, intakes, and seismic analysis.



Benefit

We can provide the consistency, efficiency, and reliability of a one-stop shop with the local and national resources to meet the City's needs for engineering services on this project.



GEI Consultants (GEI)

GEOTECHNICAL ENGINEERING

GEI will provide quality, dam-focused, geotechnical engineering and independent structural review. Since its founding, GEI has been an industry leader in applying geotechnical principals to achieve safe, economical, and practical projects. GEI investigates, evaluates, and navigates the risk and uncertainty of the underground to overcome challenges presented to both routine and complex projects. Focusing on foundations, excavation support systems, tunnels and lab testing, GEI and Mead & Hunt have successfully completed four projects together in the last 10 years.



Ballard Marine Construction (Ballard)

UNDERWATER INSPECTION

Ballard has been working in the heavy civil marine construction industry since the 1970s, completing hundreds of dam rehabilitation projects. They take an innovative approach to providing highly technical heavy civil, marine, and underwater solutions for their clients. As a turnkey marine contractor, dams and their appurtenant structures have been a major part of their historical work. Their staff can quickly identify potential technical approaches and accurately estimate the cost of those various approaches for implementation. Ballard has worked with Mead & Hunt on dam projects since 2018.

1. PROJECT TEAM: INTRODUCTION



**Hatch Associates
Consultants (Hatch)**
ADVANCED STRUCTURAL
MODELING

Hatch has engineered both very large and small hydro plants, with dams as high as 750 feet to as low as 9 feet, powerhouses ranging from 10,800 MW to 0.5 MW and transmission systems up to 735 kV. They work with multiple types of generation configurations such as low-head, high head, run-of-river, and peaking. In the last seven years alone, they have assessed over 300 earth and concrete water-retaining structures for a variety of clients.



SR Diversified
CONSTRUCTABILITY REVIEW &
COST ESTIMATING

SR Diversified is a general engineering and electrical contractor who provides construction services, inspection and hydroelectric specific technical support, constructability reviews, commissioning assistance, and construction inspection. They have access to many construction professionals, subcontractors, vendors, and equipment suppliers to leverage on this project. SRD has provided dam and hydro constructability and estimating services to Mead & Hunt since 2015.



**Environmental Science
Associates (ESA)**
ENVIRONMENTAL COMPLIANCE

Environmental Science Associates (ESA) brings over 55 years of providing environmental compliance services to our clients throughout the West Coast, Pacific Northwest, and the Southeast. With 21 offices nationwide, ESA offers a dedicated group of environmental planners, natural resources specialists, and regulatory experts who have direct experience with St. Helena's (the City) and Napa County's environmental regulatory framework. ESA is particularly qualified to help the City see a plan or project through the various stages of the environmental planning, review, and permitting processes. ESA is a one-stop shop that will benefit the City by providing comprehensive, complete, and streamlined environmental design and compliance support services for park planning, management, restoration, and enhancement projects.

For over 20 years, ESA has collaborated on projects with the City, including the Charter Oak Avenue Pump Station Replacement where ESA prepared an Initial Study/ Mitigated Negative Declaration for the replacement of a pump station and installation of stormwater and sewer facilities at the City of St. Helena's Department of Public Works Corporation Yard. In 2010, ESA assisted with the preparation of a Program EIR for the St. Helena General Plan Update 2030. The ESA team evaluated draft policies of the General Plan as related to mitigation measures for potential impacts and recommended revisions or additions to these draft policies.

1. PROJECT TEAM: ORGANIZATION CHART

ORGANIZATION CHART



LEGEND

- Mead & Hunt
- GEI
- Hatch
- Ballard
- SR Diversified
- ESA

1. PROJECT TEAM: KEY STAFF QUALIFICATIONS

KEY STAFF QUALIFICATIONS

KEY PERSONNEL	QUALIFICATIONS AND RELEVANT EXPERIENCE
CLICK NAMES TO VIEW RESUMES  CHRIS HIRSCHMANN, PE PROJECT MANAGER / MECHANICAL ENGINEERING QUALITY CONTROL Years of Experience: 17 <i>Mead & Hunt</i>	17 years of experience in mechanical design and project management of water resources, industrial process, and power generation projects - Has managed multi-discipline project teams - Understands how to manage budget, schedule, and scope for large multi-discipline projects to get results, find efficiencies where possible, and mitigate risks to minimize/eliminate project overruns and delays
 STEPHEN SULLIVAN, PE QA/QC Years of Experience: 43 <i>Mead & Hunt</i>	43 years of experience in the planning, design, and construction of water resources and power projects - Project engineer for St. Helena's Comprehensive Flood Control Project and assisted with reviews of Bell Canyon Dam outlet valving arrangement in 2008 - Provides independent peer reviews for public works projects and serves on independent expert panels for large water projects
 ERIC LOVE, PE, SE STRUCTURAL LEAD Years of Experience: 26 <i>Mead & Hunt</i>	26 years of experience in structural design, including steel, concrete, and masonry structures - Extensive experience with technical specifications, stress calculation including seismic effects and shop drawing review, 3D structural analysis modeling using software packages including RISA 3D, Visual Analysis, and SAP2000 - Responsible for dam rehabilitation, low-level outlet rehab, and equipment replacement projects
 GRACE ROSE, PE STRUCTURAL Years of Experience: 12 <i>Mead & Hunt</i>	12 years of experience specializing in structural design of water conveyance structures associated with hydropower - Extensive experience with inspection, planning, design, mitigation, and creative problem solving for flood and hydropower structures - Structural lead for high head (up to 600 feet) penstock and valving anchorage and support, as well as energy dissipation structures
 JEFF KASHIWADA, PE, CFM CIVIL LEAD Years of Experience: 19 <i>Mead & Hunt</i>	19 years of experience specializing in civil and structural analysis, design, and hydraulic modeling and design - Has designed steel, concrete, and concrete masonry structures, including rack houses, pump stations, and retaining walls - Provided hydraulic modeling and construction oversight for St. Helena's Comprehensive Flood Control Project
 JACKIE HADER, PE CIVIL Years of Experience: 16 <i>Mead & Hunt</i>	16 years of experience as a civil designer, contract manager/administrator, construction inspector, and materials tester - Specializes in civil design and analysis, hydraulic modeling and design, site grading, and water conveyance - Civil engineer for large reservoir dewatering work and dam low-level outlet stabilizations

1. PROJECT TEAM: KEY STAFF QUALIFICATIONS

KEY PERSONNEL	QUALIFICATIONS AND RELEVANT EXPERIENCE
 <u>THOMAS DARLINGTON, PE</u> MECHANICAL LEAD Years of Experience: 22 <i>Mead & Hunt</i>	22 years of hydro-mechanical experience specializing in high head piping and valving projects, including energy dissipation valving (fixed cone valve) installations - Served as the owner's technical representative for the United States Bureau of Reclamation and Department of Water Resources maintaining and improving water delivery equipment - Experience includes intake gate and valve refurbishment, pump, turbine, and ancillary equipment modernization and replacements
 <u>RYAN GREIF, PE, CFM</u> H&H LEAD Years of Experience: 15 <i>Mead & Hunt</i>	15 years of experience specializing in hydraulic design, flood modeling, and dam safety, including leading the Bell Canyon dam inundation mapping project for the City - Performs hydraulic analysis to support pumping plant design and equipment sizing, spillways, and energy dissipation - Develops alternatives analyses and basis of designs for hydraulic systems, including water conveyance system pumping, canals, pipelines, and water control structure
 <u>ELLIOTT TICEN, PE, GE</u> GEOTECHNICAL LEAD Years of Experience: 11 <i>GEI</i>	11 years of geotechnical experience with projects involving site assessment, scoping, field exploration, analyses, and detailed reports - Experience includes a variety of investigation and design efforts for spillways, concrete floodwalls, earthen levees, and detention basins including those subject to regulatory review by DSOD and FERC - Technical expertise in static and seismic slope stability analyses, seepage, settlement, geosstructural design, shallow and deep foundation analyses, and ground motion parameter development
 <u>GURINDERBIR SOOCH, P.ENG</u> ADVANCED STRUCTURAL MODELING LEAD Years of Experience: 14 <i>Hatch</i>	14 years of experience with advanced structural analysis/design of 35+ hydropower projects - Has performed numerous nonlinear finite element analyses of hydroelectric projects and locks for seismic, flood, and Alkali-aggregate reaction (AAR) induced concrete growth loads
 <u>TODD HORNER</u> UNDERWATER INSPECT.LEAD & CONSTRUCTABILITY Years of Experience: 28 <i>Ballard</i>	- Ballard Diving and Marine Superintendent with inland and offshore experience and Commercial Diving Certification - Working in the marine and underwater construction industry since 1995 and in general construction since 1990 - Heavy construction experience including bridges, dams, outfalls, intakes, and pipelines
 <u>COLTEN HANSEN</u> COST ESTIMATION & CONSTRUCTABILITY LEAD Years of Experience: 5 <i>SR Diversified</i>	- Construction estimating and Early Contractor Involvement (ECI) estimates - Constructability reviews - Project management
 <u>ELIJAH DAVIDIAN</u> ENVIRONMENTAL COMPLIANCE Years of Experience: 18 <i>ESA</i>	8 years of experience working on environmental planning projects with a focus on regulatory compliance - Environmental planning - Regulatory compliance

1. PROJECT TEAM: KEY STAFF QUALIFICATIONS

TEAM MEMBERS		AREAS OF EXPERTISE												
		PROJECT MANAGEMENT	QUALITY ASSURANCE / QUALITY CONTROL	CIVIL ENGINEERING	MECHANICAL ENGINEERING	STRUCTURAL ENGINEERING	COST ESTIMATING	DESIGN SUBMITTALS	GEOTECHNICAL ENGINEERING	FINITE ELEMENT ANALYSIS	DIVE INSPECTIONS	DAM SAFETY AND DSOD REVIEWS	REGULATORY COMPLIANCE	RESERVOIR INTAKES, DAM LLOS, PENSTOCKS, ENERGY DISSIPATION VALVING
MEAD & HUNT	Chris Hirschman Project Manager / Mechanical QC	✓	✓		✓	✓	✓	✓						✓
	Steve Sullivan QA/QC	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓
	Eric Love Structural Lead	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓
	Grace Rose Structural	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓
	Jeff Kashiwada Civil Lead	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓
	Jackie Hader Civil	✓	✓	✓			✓	✓			✓	✓	✓	
	Thomas Darlington Mechanical Lead	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓
	Ryan Greif H&H Lead	✓	✓	✓		✓	✓	✓				✓	✓	✓
GEI	Elliott Ticen Geotechnical Lead	✓	✓	✓				✓	✓			✓	✓	✓
HATCH	Gurinderbir Sooch Advanced Structural Modeling Lead	✓	✓			✓		✓		✓				
BALLARD	Todd Horner Underwater Inspection Lead	✓	✓								✓			
SR DIVERSIFIED	Colten Hansen Cost Estimation & Constructability Lead	✓	✓				✓							
ESA	Elijah Davidian Environmental Compliance	✓	✓										✓	

LEGEND	
✓	Primary Project Role
✓	Previous Project Experience

RESUMES

2

2. RESUMES

2. RESUMES



Chris Hirschmann, PE

PROJECT MANAGER / MECHANICAL ENGINEERING QUALITY CONTROL

Total Years of Experience

- 17

Areas of Expertise

- Multi-discipline project management
- Mechanical engineering studies
- Quality assurance and quality control
- Multi-discipline design project technical reviews
- Pipe stress analysis
- Technical report writing
- Mechanical and civil design software programs

Education

- MBA, University of Kansas
- BS, Mechanical Engineering, Kansas State University

Registration/Certifications

- Licensed Professional Engineer – Connecticut, Florida, Georgia, Kansas, and Minnesota

Chris Hirschmann has more than 17 years of experience designing mechanical systems and managing projects for water/wastewater, architectural/building, and power facilities. As a project manager, he is experienced in engineering and task management. Chris enjoys working within multidisciplinary teams and coordinating with other engineers, scientists, economists, and planners. He oversees and coordinates schedules, budgets, and scopes of work for his projects. He has supported a variety of projects including green field developments for new plants, mechanical integrity audits, utility assessment studies, and expansions/retrofits for existing facilities. He is responsible for system concept design, coordinating mechanical systems within the design team, and preparing plans and specifications for bidding and construction.

RELEVANT PROJECTS

- **Fiscal Year 2023/2024 Untreated Water Reservoir Projects**
Contra Costa Water District (CCWD) – Contra Costa, California
Mechanical Engineer
- **Lower Bucks Dam Upstream Geomembrane**
Pacific Gas and Electric Company (PG&E) – Plumas County, California
Mechanical Engineer
- **Dutch Flat Low-Level Outlet (LLO) Valves**
Nevada Irrigation District (NID) – Dutch Flat, California
Mechanical Engineer
- **Rock Creek Valve House Roof Replacement**
PG&E – Butte County, California
Mechanical Engineer
- **Belden Spillway Assessments and Interim Repairs**
PG&E – Caribou, California
Mechanical Engineer
- **Detailed Dam Spillway Inspections and Assessment Reports**
PG&E – Northern California
Mechanical Engineer
- **Green House Gas Reduction**
Leprino Foods – Tracy, California
Project Manager and Mechanical Engineer
- **Green House Gas Reduction**
Leprino Foods – Lemoore, California
Project Manager and Mechanical Engineer

Highlighted projects are
showcased on Section 3

Mead&Hunt

2. RESUMES



Stephen Sullivan, PE

QA/QC

Total Years of Experience

- 43

Areas of Expertise

- Dam and levee design and inspection
- Pumping plant design
- Facility design and inspection
- Fish screen and fish passage facilities
- Hydroelectric facilities
- Penstock, piping, and valving design
- Intake and outlet design
- Structural design
- Construction management
- Planning and feasibility studies
- Cost estimating
- Permitting and approval

Education

- BS, Civil Engineering, University of Massachusetts
- Graduate Studies, Structural Geotechnical, California State University, Sacramento

Registration/Certifications

- Licensed Professional Engineer – California

Awards

- 2022 Floodplain Management Association (FMA) Award for Excellence

Stephen Sullivan has 43 years of experience in the planning, design, and construction of water resources and power projects. As a project engineer, he supervises the design and construction of hydropower facilities, penstocks, pipelines, diversion dams, fish passage and screening facilities, flood control facilities, pumping plants, and irrigation and water supply facilities. As a project manager, he has managed the completion of numerous water resource projects, up to \$100 million in value.

Stephen frequently supervises design projects and has extensive experience preparing planning studies, design drawings, cost estimates, and contract documents. He provides independent peer reviews for a range of public works projects and serves on independent expert panels for large water resources projects. He performs levee and dam assessments and inspections and prepares problem identification reports and certifications.

RELEVANT PROJECTS

- **Dutch Flat Dam LLO Valves**
NID – Dutch Flat, California
QA/QC
- **Fiscal Year 2023/2024 Untreated Water Reservoir Projects**
CCWD – Contra Costa, California
QA/QC
- **Lower Bucks Dam Upstream Geomembrane**
PG&E – Plumas County, California
QA/QC
- **Canyon Dam Outlet Protection**
PG&E – Plumas County, California
QA/QC
- **Alta Powerhouse Bypass Pipe Replacement**
PG&E – Placer County, California
QA/QC
- **Rock Creek Dam Toe Void Repair**
PG&E – California
Engineer of Record (EOR)
- **Caribou1 Upper Penstock Slope Shotcrete**
PG&E – Plumas County, California
EOR
- **Caribou 2 Penstock Drainage and Slope Protection Improvements**
PG&E – Plumas County, California
EOR
- **Grizzly Forebay Dam Access Improvements**
PG&E – Plumas County, California
Senior Technical Reviewer

Mead&Hunt

2. RESUMES



Eric Love, PE, SE

STRUCTURAL LEAD

Total Years of Experience

- 26

Areas of Expertise

- Structural design
- Structural evaluations
- Project management
- Construction support services
- Intake tower remediation
- Dam and spillway design
- Dam outlet remediation
- Equipment supports

Education

- BS, Civil Engineering, California State University

Registration/Certifications

- Licensed Professional Engineer (Civil) – California
- Licensed Structural Engineer – California

Eric Love has 26 years of experience in the design and management of structural design projects. His experience includes dam, hydroelectric and flood risk reduction facilities, and construction support services. His diverse portfolio includes structural design for underwater concrete repairs. As part of his project management responsibilities, Eric oversees small and large projects from conception to completion for both structurally-focused projects and multi-discipline projects. He has prepared fee estimates, design-build qualifications, technical investigation reports, assessment reports, and project specifications, in addition to structural design, calculations, and drawings. Eric also has extensive field experience performing structural observations and solving problems during construction, in addition to performing various construction administration tasks.

RELEVANT PROJECTS

- **Dutch Flat Dam LLO Valves**
NID – Dutch Flat, California
Structural Lead
- **Lower Bucks Dam Upstream Geomembrane**
PG&E – Plumas County, California
Project Manager
- **Canyon Dam Outlet Protection**
PG&E – Plumas County, California
Project Manager
- **Caribou 1 Intake Walkway Anchor Replacement**
PG&E – Plumas County, California
Project Manager
- **Caribou 2 Penstock Drainage and Slope Protection Improvements**
PG&E – Plumas County, California
Structural Lead
- **Grizzly Forebay Dam Access Improvements**
PG&E – Plumas County, California
Project Engineer
- **Grizzly Forebay Dam Condition Assessment**
PG&E – Plumas County, California
Project Manager/Structural Engineer
- **Elevator Replacement Support Structure Evaluation**
PG&E – Lake Spaulding, Nevada County, California
Structural Lead
- **Rock Creek Valve House Roof Replacement**
PG&E – Butte County, California
Project Manager/Structural Engineer

Mead&Hunt

2. RESUMES



Grace Rose, PE

STRUCTURAL

Total Years of Experience

- 12

Areas of Expertise

- Structural design
- Condition assessments
- Structural analysis and evaluation
- Seismic design
- Intake facility assessments and rehabilitation
- Energy dissipation structures
- High pressure piping anchorage and support
- Construction support

Education

- BS, Architectural Engineering, California Polytechnic State University at San Luis Obispo

Registration/Certifications

- Licensed Professional Engineer (Civil) – California

Grace Rose has 12 years of experience specializing in structural design of water conveyance structures associated with flood risk reduction and hydropower. She designs and evaluates reinforced concrete, steel, and masonry structures and has experience with seismic design. She has extensive experience designing structural components for projects, in compliance with federal, state, and local regulatory agency standards and requirements. Grace regularly collaborates with other offices for project work and communicates with various disciplines.

RELEVANT PROJECTS

- **Fiscal Year 2023/2024 Untreated Water Reservoir Projects**
Contra Costa Water District (CCWD) – Contra Costa, California
Structural Engineer
- **Bucks Creek Energy Dissipaters**
PG&E – Plumas County, California
Structural Engineer
- **Lower Bucks Dam Upstream Geomembrane**
PG&E – Plumas County, California
Structural Engineer
- **Canyon Dam Outlet Protection**
PG&E – Plumas County, California
Structural Engineer
- **Alta Powerhouse Bypass Pipe Replacement**
PG&E – Placer County, California
Structural Engineer
- **Caribou 1 Intake Walkway Anchor Replacement**
PG&E – Plumas County, California
Structural Engineer
- **Riverside Pump Station and Pipeline**
Natomas Mutual Water Company – Sacramento, California
Structural Engineer
- **Caribou 2 Penstock Drainage and Slope Protection Improvements**
PG&E – Plumas County, California
Structural Engineer
- **Grizzly Forebay Dam Condition Assessment**
PG&E – Plumas County, California
Structural Engineer
- **Belden Spillway Investigation and Repair**
PG&E – Plumas County, California
Project Manager and Structural Engineer
- **Rock Creek Dam Toe Void Repair**
PG&E – Plumas County, California
Structural Engineer

Mead&Hunt

2. RESUMES



Jeff Kashiwada, PE, CFM

CIVIL LEAD

Total Years of Experience

- 19

Areas of Expertise

- Civil design
- Civil reviews
- Hydraulic modeling and design
- Water transmission main design
- Piping support and anchorage
- Structural analysis and design
- Multi-discipline team coordination and management assessments
- Quality assurance and quality control

Education

- BS, Civil Engineering, California State University, Sacramento

Registration/Certifications

- Licensed Professional Engineer – California
- Certified Floodplain Manager

Jeff Kashiwada is a civil engineer with 19 years specializing in civil and structural analysis and design, and hydraulic modeling and design. His project experience includes flood risk reduction projects, master drainage plans, storm drain systems, detention basins, pump lift station facilities, fish screens, building design, and irrigation facilities and culverts. He has designed steel, concrete, and concrete masonry structures, including rack houses, office buildings, pump stations, and retaining walls. He has also designed water conveyance projects. Jeff is familiar with HEC-RAS, XPSWMM, AutoCAD, and Civil 3D. He has served as the project manager for SAFCA's Owner's engineering work on the Natomas Basin for over a decade and is effective in managing large programmatic work. He also has extensive experience working with a range of water resources consultants and contractors.

RELEVANT PROJECTS

- **Dutch Flat Dam LLO Valves**
NID – Dutch Flat, California
Civil Lead
- **Lower Bucks Dam Upstream Geomembrane**
PG&E – Plumas County, California
Civil Lead
- **Rock Creek Toe Void Repairs**
PG&E – Auburn, California
Civil Engineer
- **Dutch Flat Dam Fish Release Valve Replacement**
NID, Dutch Flat, California
Project Manager
- **Indian Olé Dam Seepage Repair**
PG&E – Westwood, California
Civil Engineer
- **Engineering and Technical Services for Power Generation**
PG&E – California
Civil Engineer
- **Five Points Diversion and Fish Screen**
Ducks Unlimited – Butte Sink and Butte Creek, California
Assistant Design Engineer
- **Lake Mendocino Hydroelectric Project Tainter Valve Modifications**
Northern California Power Agency (NCPA) – Ukiah, California
Civil Engineer
- **Deer Creek Rack House**
PG&E – San Francisco, California
Design Engineer

2. RESUMES

**Total Years of Experience**

- 16

Areas of Expertise

- General civil design
- Site grading
- Pipeline design
- Water conveyance design
- Simple structures design
- Computer-aided design (CAD)
- Cost estimating
- Construction support
- Value engineering and value planning studies
- Feasibility studies

Education

- BS, Civil Engineering, California State University, Chico

Registration/Certifications

- Licensed Professional Engineer – California and Oregon

Jackie Hader is a registered civil engineer with a diverse background in water resources and experience in planning, designing, and constructing projects. She is a civil designer who has also worked as a contract manager/administrator, construction inspector, and materials tester. Jackie specializes in civil design and analysis, hydraulic modeling and design, site grading, and water conveyance. Her project experience includes flood management, flood risk reduction, storm drainage systems, detention basins, water conveyance systems, culverts and piping, pump stations, fish screens, and irrigation facilities. Jackie is familiar with AutoCAD, Civil 3D, HEC-RAS, Hydro CAD, and Enercalc.

RELEVANT PROJECTS

- **Dutch Flat Dam LLO Valves**
NID – Dutch Flat, California
Civil Lead
- **Fiscal Year 2023/2024 Untreated Water Reservoir Projects**
CCWD – Contra Costa, California
Civil Engineer
- **Lower Bucks Dam Upstream Geomembrane**, PG&E – Plumas County
California
Civil Engineer
- **Canyon Dam Outlet Protection**
PG&E – Plumas County, California
Civil Lead
- **Belden Spillway Immediate Chute Repairs**
PG&E – Plumas County, California
Civil Lead
- **Rock Creek Toe Void Repairs**
PG&E – Auburn, California
Civil Engineer
- **Rock Creek Valve House Roof Replacement Phase 2**
PG&E – Plumas County, California
Civil Lead
- **Almanor Dredge Prattville Intake**
PG&E – Prattville, California
Civil Lead
- **Caribou 1 Upper Penstock Slope Shotcrete**
PG&E – Plumas County, California
Project Manager and Civil Lead
- **Caribou 2 Penstock Drainage and Slope Protection Improvements**
PG&E – Plumas County, California
Civil Engineer

2. RESUMES



Thomas Darlington, PE

MECHANICAL LEAD

Total Years of Experience

- 22

Areas of Expertise

- Hydroelectric unit overhauls
- Repair and overhaul of hydro intake valves and gates
- Auxiliary mechanical equipment troubleshooting and modernization
- Equipment alignment
- Energy dissipation valving
- Water control gates
- Project engineering

Education

- MS, Mechanical Engineering, University of California
- BS, Mechanical Engineering, University of Nevada

Registration/Certifications

- Licensed Professional Engineer (Mechanical) – California, Colorado, Florida, Georgia, Oklahoma, Texas, and Washington

Thomas Darlington is a licensed professional engineer and vibration analyst who has been working in the hydroelectric and alternative energy generation industry since 2001. Before joining Mead & Hunt, Thomas was employed with the USBR and the California DWR. He has served as equipment owner's in-house design engineer, powerplant owner's technical representative as a field engineer, quality assurance manager, on-site project manager, technical advisor, and operations and maintenance engineer.

As a hydromechanical engineer, Thomas designs lifting and handling devices to facilitate extraordinary maintenance and repair work on hydroelectric units, valves, and gates. He has designed and specified replacement valve actuators, instrumentation and ancillary systems, and components within powerhouses, pumping plants, valve vaults, and gatehouses.

RELEVANT PROJECTS

- **Fiscal Year 2023/2024 Untreated Water Reservoir Projects**
CCWD – Contra Costa, California
Mechanical Engineer
- **Lower Bucks Dam Upstream Geomembrane**
PG&E – Plumas County, California
Mechanical Engineer
- **Canyon Dam Outlet Protection**
PG&E – Plumas County, California
Mechanical Engineer
- **Alta Powerhouse Bypass Pipe Replacement**
PG&E – Placer County, California
Mechanical Engineer
- **Rock Creek Valve House Roof Replacement**
PG&E – Butte County, California
Mechanical Engineer
- **Broken Bow and Hugo Dam Closure Structure**
United States Army Corps of Engineers Tulsa District – Broken Bow, Oklahoma
Mechanical Engineer
- **Bullards Bar Gate 1 Investigation**
Yuba Water Agency – Yuba County, California
Mechanical Engineer

2. RESUMES



Ryan Greif, PE, CFM

H&H LEAD

Total Years of Experience

- 15

Areas of Expertise

- Hydraulic modeling
- Hydrologic modeling
- Hydropower
- Dam safety
- Flood control
- Fish passage

Education

- BS, Civil Engineering, University of Wisconsin – Platteville

Registration/Certifications

- Licensed Professional Engineer – California, Oklahoma, and Texas
- Certified Floodplain Manager (CFM), Association of State Floodplain Managers (ASFPM)

Ryan Greif specializes in hydraulic design, flood modeling, hydroelectric planning and design, dam safety, stormwater management, watershed management, and municipal hydraulics, including conveyance facility design and pump sizing. He has performed hydraulic analysis and design for hydropower projects, modeled flood events with HEC-RAS and FLO-2D, created unsteady-flow dam breach simulations, developed hydraulic transient models using WHAMO, and designed district-level irrigation systems, pump stations, stormwater conveyance facilities, and energy dissipation structures.

RELEVANT PROJECTS

- **Bucks Creek Energy Dissipaters**
PG&E – Plumas County, California
H&H Lead
- **Canyon Dam Outlet Protection**
PG&E – Plumas County, California
H&H Lead
- **Lower Bucks Dam Upstream Geomembrane**
PG&E – Plumas County, California
H&H Lead
- **Caribou 1 Upper Penstock Slope Shotcrete**
PG&E – Plumas County, California
H&H Lead
- **Don Pedro Dam Semi-Quantitative Risk Assessment (SQRA)**
Turlock Irrigation District (TID) – Turlock, California
Hydraulics Subject Matter Expert (SME)
- **La Grange Dam Stage-Discharge-Frequency Rating**
TID – Turlock, California
H&H Lead
- **Middle Fork Dam Part 12 Inspection**
Calaveras Public Utility District (CPUD) – San Andreas, California
H&H Lead
- **Grand River Hydroelectric Operations Modeling**
Grand River Dam Authority (GRDA) – Tulsa, Oklahoma
Project Manager and H&H Lead
- **Bullards Bar Dam Emergency Action Plan Tabletop/Functional Exercises**
Yuba Water Agency – Marysville, California
H&H Lead
- **Camp Far West Dam Safety Documentation**
South Sutter Water District (SSWD) – Trowbridge, California
H&H Lead
- **Applegate Dam Hydroelectric Project**
AG Hydro, LLC (Symbiotics), Applegate River, Jackson County, Oregon
H&H Lead

Mead&Hunt

2. RESUMES



Elliott Ticen, PE, GE

GEOTECHNICAL LEAD

Total Years of Experience

- 11

Areas of Expertise

- Geotechnical engineering
- Site investigation
- Foundation design
- Seepage and slope stability
- Hydraulic and flood structures stability

Education

- MS, Civil and Environmental Engineering, Geotechnical, University of California, Davis
- BS, Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo

Registration/Certifications

- Licensed Professional Engineer – California
- Licensed Geotechnical Engineer – California

Elliott Ticen is a geotechnical engineer in GEI's Oakland office. Elliott is experienced with managing, planning, and executing projects involving site assessment, scoping, geotechnical field exploration, geotechnical analyses, and mentoring/managing junior staff to complete projects and prepare detailed geotechnical reports. His experience includes levee studies; landslide remediation; commercial, educational, and residential development; pipeline design and pavement design. Elliott has conducted geotechnical field investigations with a variety of drilling and soil sampling methods, cone penetration testing, geophysics, in-situ soil testing, and laboratory tests. His experience includes a variety of investigation and design efforts for flood control structures including concrete floodwalls, earthen levees, and flood detention basins including those subject to regulatory review by the DSOD and FERC.

His technical expertise includes static and seismic slope stability analyses, seepage, settlement, geostuctural design, shallow and deep foundation analyses, site response, and ground motion parameter development.

RELEVANT PROJECTS

- **San Anselmo Flood Risk Reduction Project Flood Detention Basin**
Marin County FCWCD – Fairfax, California
Project Manager and Geotechnical Lead
- **Trembath Basin Seismic Assessment**
Contra Costa County Flood Control and Water Conservation District (FCWCD) – Antioch, California
Geotechnical Lead
- **On-Call Facilities Condition Assessment**
Contra Costa County FCWCD – Contra Costa County, California
Project Engineer
- **Novato Creek Levee Evaluation**
Marin County FCWCD – Marin County, California
Technical Reviewer
- **Lake Ranch Access Road Landslide Repairs**
San Jose Water Company – Santa Clara County, California
Design Lead
- **New Bullards Bar Spillway Condition Assessment**
Yuba Water Agency – Yuba County, California
Field Engineer
- **Salt Springs-Tiger Creek Transmission Tower Replacement**
Confidential Client – Amador and Calaveras Counties, California
Geotechnical Lead
- **Guadalupe Dam Seismic Retrofit**
Santa Clara Valley Water District – Los Gatos, California
Senior Engineer



2. RESUMES



Gurinderbir Sooch, P.ENG

ADVANCED STRUCTURAL MODELING LEAD

Total Years of Experience

- 14

Areas of Expertise

- Structural engineering
- Advanced structural analysis
- Nonlinear finite element analysis
- Seismic design
- Seismic, flood and AAR induced concrete growth loads
- Dam safety
- Hydropower facilities

Education

- MAsc, Civil Engineering, Concordia University, Montreal (Quebec), Canada
- BTech, Civil Engineering, Dr B R Ambedkar National Institute of Technology, Jalandhar (Punjab), India
- Certificate, Course: Seismic Hazard Analysis and Design Ground Motions, University of California Berkeley

Registration/Certifications

- Licensed Professional Engineer – Ontario, Canada

Gurinderbir Sooch is an experienced structural engineer, Finite Element Analysis (FEA), and seismic specialist. His experience includes advanced structural analysis/design of more than 35 hydropower projects. He also has performed numerous nonlinear finite element analysis of hydroelectric projects and locks for seismic, flood, and Alkali-aggregate reaction (AAR)-induced concrete growth loads. He has extensive experience in FEA programs and computer programming.

Gurinderbir has performed structural evaluations of numerous dams, spillway gates, and hoist towers. His experience includes developing site-specific earthquake ground motions for Ocoee and Wheeler Dams. Gurinderbir's detailed dam analysis work for projects owned by Tennessee Valley Authority, Tacoma power, Grant PUD, and others have been reviewed by the FERC and Nuclear Regulatory Commission (NRC). Gurinderbir is also a Canadian representative to the International Committee on Large Dam (ICOLD) Committee A: "Computational Aspects of Analysis and Design of Dams."

RELEVANT PROJECTS

- **Boone Dam 3D FEA**
Tennessee Valley Authority – United States
Project Manager
- **Mactaquac Dam Risk Elicitation**
NB Power – Canada
Subject Matter Expert
- **Stress and Stability of Powell Lake Dam**
Powell River Energy Inc. – Arizona, United States
Structural Engineer
- **Chaudière Hydro Redevelopment**
Chaudière Hydro LP – Canada
Structural Engineer
- **Seismic Analysis of Waneta Spillway and Intake Hoist Towers**
FortisBC and Teck Resources – Canada
Structural Engineer
- **Non-linear Seismic Analysis of Cushman 1 & 2 Arch Dams**
Tacoma Power – Washington, United States
Project Engineer
- **Priest Rapids Spillway Stability Analysis**
Grant PUD – Washington, United States
Structural Engineer
- **Stability Analysis for Wilson, Pickwick and Kentucky Dams**
Tennessee Valley Authority – Tennessee, United States
Structural Engineer
- **Structural Stability Analysis of Upper Baker Dam Blocks 18 and 19**
Puget Sound Energy – Washington, United States
Finite Element Analysis Specialist

HATCH

2. RESUMES



Todd Horner

UNDERWATER INSPECTION LEAD & CONSTRUCTABILITY

Total Years of Experience

- 28

Areas of Expertise

- Underwater inspection
- Constructability

Education

- Civil Engineering Studies, Penn Foster College
- AS, Commercial Diving, College of Oceanering Wilmington, California

Registration/Certifications

- Commercial Diving Certification
- Nondestructive Testing (NDT) Inspection Program Completion, The American Society for Nondestructive Testing
- Educational Certificate in Construction Estimating, American Society of Professional Estimators (ASPE)
- Certificate Associate in Project Management (CAPM), Project Management Institute (PMI)

Todd Horner has been in the industry of marine and underwater construction since 1995 and has a background in general construction. Todd is an experienced project manager dedicated to quality and efficiency without compromising project safety or environmental impact. Todd consistently takes a result-orientated approach on projects while building relations and rapport with owners, general contractors, subcontractors, vendors, and affiliated agencies. His positive attitude, progressive thinking, and ambition are critical traits that enable him to be an asset to Ballard Marine Construction. As a Project Management Institute (PMI) Certified Project Manager, Todd understands the importance of project communication, visibility, and stakeholder involvement at conception of a project and continuing the engagement throughout the life cycle of the project.

RELEVANT PROJECTS

Kerckhoff Dam Gate Replacement, PG&E – Auberry, California

Project Manager and Dive Superintendent. Ballard provided survey and diver-assisted dredging, slide gate access and leak mitigation, grizzly and gate removal, concrete patching and repair, slide gate installation, and testing and commissioning of the system. Todd provided pre-construction planning and review, including contract, plans, materials, timelines, work scope. He performed on-site supervision where he monitored work scope and identified and/or troubleshoot tasks to maintain project schedule and reinforced Ballard's safety culture

Big Creek Dam 6, Southern California Edison – California

Project Manager and Dive Superintendent. Ballard performed suction dredging to collect and remove 23,000 cubic yards of impounded sediment materials upstream of Dam 6 and Big Creek Powerhouse No. 3 (BC3) intake structure. Todd and his team were able to complete the sediment removal three weeks ahead of schedule, when they were then directed to cut access into the intake tower and remove an additional 1,040 cubic yards of sediment. They completed the additional sediment removal one week ahead of the deadline and service returned to the owner with ample time to run system testing and flush residual material from the penstock.

Courtright Intake/Discharge Gate Investigation and Repair, PG&E – California

Project Manager and Dive Superintendent. Ballard was an early-involvement contractor to help mitigate the release of hydraulic oil from a rupture hose within a hydraulic assembly submerged in the reservoir. The reservoir is above elevation 8,000 feet and the time of year was the middle of winter where access to the lake was limited. Todd and his crew successfully repaired the hydraulic system allowing it to be returned to service prior to the expiration date of the outage.



2. RESUMES



Colten Hansen

COST ESTIMATION & CONSTRUCTABILITY LEAD

Total Years of Experience

- 5

Areas of Expertise

- Construction estimating
- ECI estimates
- Constructability reviews
- Project management

Education

- BS, Construction Management, California State University, Chico

Registration/Certifications

- OSHA 30-Hour
- PG&E Corporate Contractor Safety Orientation (SAFE-0101)
- PG&E Fire Danger Precautions (SAFE-1503)
- PG&E Basic Helicopter Safety
- PG&E Rural Driving
- CPR, AED, and First Aid
- EMT course from the College of Medical Training in Tacoma, Washington
- Defensive Driving Techniques for Construction

Colten Hansen has been in the heavy civil construction industry since 2019. His heavy civil experience includes paving, grading, waterborne pump installation, and dam modifications. Colten also has been involved in estimating related to Early Contractor Involvement (ECI) since 2021. His ECI experience includes bridge improvements, low-level outlet modifications, gate replacements, dam structural modifications, and coordination with dive estimates. Colten's current duties include construction estimating, ECI estimates, constructability reviews, and project management.

RELEVANT PROJECTS

- **Florence Lake Dam Fish Water Release**
Southern California Edison Company – Fresno County, California
ECI Estimator
- **Big Creek Dam 1 Low Level Outlet Valve Replacement**
Southern California Edison – Huntington Lake, California
ECI Estimator
- **Big Creek Dam 4 Low Level Outlet Valve Replacement**
Southern California Edison – Huntington Lake, California
ECI Estimator
- **French Meadows Pressure Relief Valve Replacement**
Placer County Water Agency – Hell Hole Reservoir, California
ECI Estimator
- **Cushman Dam No. 1 River Outlet Valve Replacement**
Tacoma Power – Lake Cushman, Washington
ECI Estimator
- **Tiger Creek Spillway Replacement**
PG&E – Tiger Creek Reservoir, California
ECI Estimator
- **Lake Eleanor Dam Bridge**
San Francisco Public Utilities District – Yosemite, California
ECI Estimator



2. RESUMES



Elijah Davidian, AICP, LEED AP

ENVIRONMENTAL COMPLIANCE

Total Years of Experience

- 18

Areas of Expertise

- Environmental planning
- Coastal resource planning
- Regulatory compliance

Education

- MS, Natural Resource Policy, University of Michigan, Ann Arbor
- MUP, University of Michigan, Ann Arbor
- BA, Environmental Studies, University of California, Santa Cruz

Certifications

- American Institute of Certified Planners (AICP)
- LEED Accredited Professional, US Green Building Council

Elijah has 18 years of experience working on environmental planning projects with a focus on coastal resource planning and regulatory compliance. His responsibilities primarily include project management and technical support in the areas of CEQA, NEPA, and environmental regulatory permitting for a variety of project types throughout California. Elijah has extensive experience with projects involving water resources infrastructure, open space and recreation management, coastal land use policy and planning, and renewable energy. Prior to joining ESA, Elijah served as staff to the California Coastal Commission, the agency charged with regulating land use planning and development along the state's 1,100-mile Pacific coastline.

RELEVANT PROJECTS

- **Mark West Creek Regional Park and Open Space Preserve Master Plan**
Sonoma County Regional Parks, Sonoma County, California
Project Director
- **North Marin Water District Gallagher Ranch Streambank Stabilization Project**
North Marin Water District, Point Reyes Station, California
Senior Permitting Specialist
- **Gallagher Well No. 2 Project**
North Marin Water District, Point Reyes Station, California
Senior Permitting Specialist
- **Ventura Water Pure Project CEQA/NEPA**
City of Ventura, Ventura, California
Senior Permitting Specialist
- **Ocean Beach Climate Change Adaptation Project**
San Francisco Public Utilities Commission, San Francisco, California
Project Manager
- **Southern Skyline Boulevard Ridge Trail Extension Project**
San Francisco Public Utilities Commission, San Francisco, California
Project Manager
- **Memorial Park Wastewater Treatment Improvements Project**
San Mateo County Parks Department, Pescadero, California
Project Manager
- **Fort Bragg Mill Site – Mill Pond Dam Retrofit Project**
Georgia Pacific, Fort Bragg, California
Project Manager
- **Pure Water Soquel Project**
Soquel Creek Water District, Santa Cruz County, California
Deputy Project Manager



RELEVANT EXPERIENCE

3

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS

3. RELEVANT EXPERIENCE

PROJECT DESCRIPTIONS



✓ This project addressed the dam's LLO energy dissipation valving, including temporary upstream plug to facilitate valve removals, and temporary bypass.

Project Data

- Completion: July 2019
- Mead & Hunt fees: \$68,000
- Total project cost (est.): \$390,000
- Size: 42-inch outlet with 130 feet of normal operating head

Services Provided

- Engineering evaluation
- Fish release discharge piping and valve design

Involvement of Key Staff

- Stephen Sullivan
- Eric Love
- Jeff Kashiwada
- Jackie Hader
- Chris Hirschman

DUTCH FLAT DAM LOW LEVEL OUTLET (LLO) VALVES**NEVADA IRRIGATION DISTRICT (NID) – DUTCH FLAT, CALIFORNIA**

The Dutch Flat Afterbay is part of NID's Yuba-Bear Hydroelectric Project. The Dutch Flat Afterbay Dam LLO consists of a 42-inch outlet, supplemented by a 12-inch-diameter fish release, with 130 feet of normal operating head. The fish release gate valves were not operable and needed to be replaced. NID requested engineering assistance to perform an evaluation of the proposed LLO outlet pipe and valve modifications, as well as design details for support of 12-inch fish release discharge piping and valves.

Mead & Hunt evaluated the proposed and future valve and piping arrangement based on existing release schedules and anticipated future adjustments to provide guidance for the proposed gate valve replacement. Mead & Hunt also provided design drawings for arrangement and support of the 12-inch fish release discharge piping including supporting design calculations and equipment specifications.

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



✓ This project involved dam LLO underwater work to modify control gates, which enhanced our experience with underwater gate actuation to regulate reservoir releases.

Project Data

- Completion (est.): December 2024
- Mead & Hunt fees (est.): \$526,000
- Total project cost (est.): \$850,000
- Size: 4 dams

Services Provided

- Safety, security, and access improvements
- Infrastructure improvements
- Alternatives analysis
- Civil, mechanical, structural, and electrical engineering design
- Development of design plans, specifications, and cost estimates
- Engineering support during construction

Involvement of Key Staff

- Chris Hirschmann
- Stephen Sullivan
- Grace Rose
- Jackie Hader
- Thomas Darlington

FISCAL YEAR 2023/2024 UNTREATED WATER RESERVOIR PROJECTS**CONTRA COSTA WATER DISTRICT (CCWD) – CONTRA COSTA, CALIFORNIA**

CCWD owns and operates Martinez, Contral Loma, Mallard, and Los Vaqueros Dams, of which water is distributed to CCWD's customers. Mead & Hunt is providing an alternatives analysis, stakeholder coordination, and project management services for civil, structural, mechanical, and electrical design, plus safety, surveillance, and DEIB reporting services.

The Mead & Hunt engineering team prepared a Preliminary Basis of Design Report (BODR) and supporting Technical Memoranda (TM) to establish the project specific basis of design for UWRR improvements. Mead & Hunt also prepared design documents for review at 50% and 90% levels and stamped and signed 100% plans and design documentation after the CCWD's 99% review.

The design improvements include providing safer access and boat launching into the Martinez Reservoir, identifying fall protection improvements at the Martinez Dam toe drain vault, and designing work pads and a safety railing system around the Shortcut Pipeline metering vault. The project repaired the existing fencing along the Martinez Reservoir to prevent vandalism and unauthorized entry into the facility and improved the fencing at Contra Loma Dam to allow water to pass unobstructed into the spillway while preventing unauthorized public access into the facility. Mead & Hunt designed video surveillance improvements at Contra Loma, Mallard, and Los Vaqueros Dams. We improved the existing slide gate at Mallard Reservoir Dam LLO and provided recommendations and designs to safely abandon unused pipes that penetrated the Mallard Dam embankment.

Mead&Hunt

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



This work was completed within the powerhouse. The project site was near a high-voltage switchyard and energy dissipaters anchored into an old concrete building. The dissipaters had to withstand high thrust forces from a high pressure water outlet. We designed the steel lining to protect the existing concrete structure from erosion.

Project Data

- Completion: September 2016
- Mead & Hunt fees: \$102,000
- Total project cost (est.): \$102,000
- Size: 99-foot-high by 500-foot-long concrete arch dam

Services Provided

- Structural engineering
- Hydraulic design
- Construction support (response to RFI, submittal review, on-site observation, etc.)

Involvement of Key Staff

- Grace Rose
- Ryan Greif

BUCKS CREEK ENERGY DISSIPATERS

PACIFIC GAS AND ELECTRIC COMPANY (PG&E) – PLUMAS COUNTY, CALIFORNIA

Bucks Creek Powerhouse (built in 1927) is located on the North Fork Feather River in Plumas County. It contains two generating units, each containing two Pelton wheels. Water is conveyed through penstocks and is delivered to needle valves. The Pelton wheels are rotated by the hydraulic pressure created by the needle valves. Downstream of each wheel, water reaches a wheel pit and tailrace bay before exiting the powerhouse and entering the Feather River. Steel framed hydraulic energy dissipater structures are installed at the exterior wall where water exits the powerhouse. The energy dissipater frames dissipate the hydraulic energy exiting the needle valves before the water reaches the Feather River. Due to age and wear and tear, the existing energy dissipater structures failed or were damaged. PG&E requested that Mead & Hunt provide structural engineering and hydraulic design for new steel framed dissipaters.

Mead & Hunt evaluated the hydraulic pressure applied to the energy dissipaters and designed new structural frames. The new energy dissipaters have the capacity to resist the hydraulic pressure exiting the needle valves before entering the Feather River. Structural design at hydroelectric facilities is critical for the safety and longevity of powerhouse design.

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS

Project Data

- Completion (est.): 2025
- Mead & Hunt fees: \$1.6 million
- Total project cost: \$22 million (to-date)
- Size: 100-foot-long spillway

Services Provided

- Dam safety evaluation
- Preparation of field work plan
- Site specific safety plan preparation
- Field investigation
- Concrete coring, sampling, testing, non destructive testing, petrographic analysis
- Bathymetric survey
- Underwater diving inspection
- Structural analysis
- Preparation of alternatives and analysis
- Feasibility study
- Design of remedial measures

Involvement of Key Staff

- Chris Hirschmann
- Stephen Sullivan
- Eric Love
- Grace Rose
- Jeff Kashiwada
- Jackie Hader
- Thomas Darlington
- Ryan Greif

Subconsultants

- SR Diversified
- Ballard Marine Construction

LOWER BUCKS DAM UPSTREAM GEOMEMBRANE**PG&E – PLUMAS COUNTY, CALIFORNIA**

Lower Bucks Dam is a 99-foot-high by 500-foot-long concrete arch dam. The dam is under the jurisdiction of the California DSOD and the FERC. During an assessment, concrete spalling and delaminating were found on the dam's downstream abutments, face, and main spillway, with large pieces of concrete deteriorating.

Mead & Hunt assessed the dam's condition and after examining various options, we recommended installing a geomembrane liner on the dam's upstream face to prevent water leakage and saturation and reduce freeze-thaw damage. As the Engineer-of-Record (EOR), we created design documents for approval and provided permitting support for FERC and DSOD. Installing the liner required lowering the water level in the reservoir using large pumps on barges, building a temporary bypass pipeline for releasing water, diverting an existing pipe to the downstream channel, constructing a temporary cofferdam, and removing sediment from the dam's upstream face. We set up a filtration system to keep the downstream water clean and drilled two core drains through the 20-foot-thick concrete dam to connect with the geomembrane system. Mead & Hunt also developed design for a LLO slide gate rehabilitation, and modified the high-head LLO dissipation system valving at dam outlet.

During construction, we supported PG&E by conducting regular site visits, coordinating with contractors and suppliers, overseeing construction, performing structural calculations, monitoring crane loading, reviewing RFIs and submittals, revising drawings and sketches, and assisting with construction engineering design and problem-solving. Mead & Hunt also provided FERC-required certification of construction and as-built drawings that incorporated multiple survey data sources.

This project involved four separate construction entities under PG&E, with Mead & Hunt coordinating with each throughout construction. We leveraged early contractor involvement to optimize the teams and roles.

SR Diversified provided early contractor involvement services for Mead & Hunt on the Lower Bucks Dam Refacing Alternatives Analysis. They provided cost estimates and constructability reviews focused on analyzing the two alternatives presented by Mead & Hunt. **Ballard** assisted with underwater inspections, underwater diversion dams, and mobilizing pump equipment.

Similar to Bell Canyon, this project involved underwater assessments, reservoir dewatering pumping with flow bypass, rehab of dam outlet slide gate, downstream energy dissipation valving and piping modifications, and complex reservoir operational planning.



3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS

Similar to Bell Canyon, this project included outlet flow control and bypass pumping.



CANYON DAM OUTLET PROTECTION

PG&E – PLUMAS COUNTY, CALIFORNIA

Canyon Dam (also known as Lake Almanor Dam) is a 130-foot-high embankment with a LLO gate tower that controls releases to an outlet tunnel that passes under the dam and discharges through an outlet structure into the natural stream below the dam. The outlet tunnel is rated to discharge up to 2,400 cubic feet per second (cfs), but is normally limited to 700 cfs to provide smooth flow and prevent surging in the tunnel. After significant flows in 2017, there was increased erosion on the bank near the outlet. This could lead to further erosion and damage to the outlet structure and LLO tunnel.

Mead & Hunt provided an analysis of alternatives (AoA) report with recommendations to address the slope stability near the outlet and repair and protect against undermining the concrete structure. Of the alternatives presented, PG&E selected a cast-in-place cutoff wall with rock slope protection.

Mead & Hunt's design included modifications at the LLO outlet, the plunge pool, and the slope above the plunge pool. A temporary bypass system will provide instream flows while the plunge pool and LLO structure are dewatered. The foundation material beside the LLO will be excavated to install a cast-in-place concrete cutoff wall. Once the cast-in-place concrete cutoff wall and retaining wall are in place, voids below the LLO cutoff wall will be filled. Rock slope protection will be added to the plunge pool and at the base of the slope above the retaining wall. Project construction is tentatively scheduled for fall 2022.

SR Diversified provided early contractor involvement services for Mead & Hunt.

They supported efforts from 50% design through 100% design, including providing an estimate for opinion of probable cost and a construction estimate narrative to provide construction sequencing and constructability commentary, including the bypass pumping to meet regulatory instream releases.

Project Data

- Completion: January 2023
- Mead & Hunt fees: \$415,000
- Total project cost (est.): \$2.7 million
- Size: LLO tunnel diameter varies from 8.6 to 10 feet. Outlet is rated to discharge 2,400 cfs, but is limited to 700 cfs

Services Provided

- Civil engineering
- Structural engineering
- H&H engineering
- Geotechnical engineering

Involvement of Key Staff

- Stephen Sullivan
- Eric Love
- Grace Rose
- Jackie Hader
- Ryan Greif

Subconsultants

- SR Diversified

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS

Water delivery requirements downstream of the Alta powerhouse fluctuate depending on season. This project added a bypass to the penstock to meet flow demands. The piping, valve, and thrust block system were designed for full penstock head. Design includes new outflow structure with energy dissipation.

Project Data

- Completion: May 2024 (est.)
- Mead & Hunt fees: \$192,500
- Total project cost (est.): \$1.9 million
- Size: 36-inch-diameter welded steel pipe penstock

Services Provided

- Structural engineering
- Mechanical engineering
- Electrical engineering
- Civil engineering

Involvement of Key Staff

- Stephen Sullivan
- Grace Rose
- Thomas Darlington

ALTA POWERHOUSE BYPASS PIPE REPLACEMENT**PG&E – PLACER COUNTY, CALIFORNIA**

Alta Powerhouse is part of PG&E's Upper Drum-Spaulding Hydroelectric Project. Water is delivered to the powerhouse from Alta Forebay via a penstock with over 400 feet of elevation drop. The penstock is 36-inch-diameter welded steel pipe.

Due to current issues with and the possible future retirement of Alta Powerhouse Unit 1, an alternate means of delivering the downstream flows is required.

A junction in the current penstock was added with 24-inch bypass piping; the bypass piping crosses over the spill pipe toward the powerhouse tailrace. Flow is released from the 24-inch bypass pipe through a fixed cone valve designed for dissipating almost 200 psi of pressure into a custom designed energy dissipation chamber. From there the flow is routed through the tailrace and downstream to the existing weir inlet structure to meet both the PCWA and Little Bear River water delivery requirements. Erosion protection and energy dissipation were designed to be achieved by the fixed cone valve, a discharge chamber, and the addition of rock slope protection in the tailrace. This project prepared conceptual options for energy dissipation, followed by construction documents for the bypass pipe and energy dissipation design.

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



Our design repaired wind and wave damages and rehabilitated the intake tower and walkway. Repairs included anchoring the walkway to sustain large reservoir elevation fluctuations, repairing the concrete shaft (including underwater repairs), and designing log boom debris barriers to protect infrastructure.

Project Data

- Completion (est.): February 2024
- Mead & Hunt fees: \$258,000
- Total project cost (est.): >\$1 million
- Size: 500-foot-long floating walkway

Services Provided

- Structural design
- Construction observation
- Engineering support during construction

Involvement of Key Staff

- Eric Love
- Grace Rose

Subconsultants

- Ballard Marine Construction

CARIBOU 1 INTAKE WALKWAY ANCHOR REPLACEMENT

PG&E – PLUMAS COUNTY, CALIFORNIA

The Caribou 1 intake is a reinforced concrete intake tower upstream of the Caribou 1 powerhouse. The intake structure is upstream of multiple powerhouses along the upper Feather River. Access to the intake structure is via a floating walkway adjacent to the boat launch ramp near the right abutment of the Butt Valley Power Dam. PG&E replaced the original walkway in 2010 with a 500-foot-long linked modular floating walkway spanning from the boat launch ramp to the intake tower. Before Mead & Hunt's involvement, the anchorage had failed, and the concrete intake tower sustained impact damage from the floating walkway and wave action.

Mead & Hunt worked with PG&E initially to develop an interim anchoring solution. We then developed an analysis of alternatives for permanent repair. The selected concept included a sliding frame encompassing the tower's concrete access shaft with a hinged connection, allowing wind and wave action. Mead & Hunt's detailed design for the long-term repair achieved the following objectives:

- Establish walkway anchorage to the tower under large reservoir elevation fluctuations
- Reestablish walkway anchorage to the shoreline
- Locally repair concrete shaft—underwater and above the waterline
- Add longitudinal tensile strength to the intake tower shaft with guards anchored to the concrete

We also designed a floating and sliding anchorage for a log boom and debris barrier that connects to the same concrete intake structure. The log boom anchorage was designed with a vertical slide beam that can rotate horizontally at the tower anchorage locations, and the log boom connects to a floating anchor that slides along the vertical beam to accommodate fluctuating reservoir elevation.

Mead & Hunt provided construction support by coordinating with PG&E, constructors, and vendors, performing steel fabrication shop reviews, responding to submittals and requests for information (RFIs), collaborating with the constructors and Ballard on diving to resolve as-found field issues, and performing site visits during construction for quality assurance. In addition to providing dive support, Ballard performed inspections, submerged concrete repairs, and anchorage.

Mead&Hunt

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



✓ This project involved geotechnical, civil, and structural design of a detention basin, embankment, and inlet and outlet structures to divert and detain creek flood flows.

Project Data

- Completion: 2022 (FDS) and 2024 (BB2, est.)
- GEI fees: \$920,000

Services Provided

- Geologic and geotechnical investigations
- Geotechnical engineering analyses and design
- Geotechnical data report
- Geotechnical basis of design reports
- Preparation of plans, specifications and engineering cost estimates
- Structural design
- Concrete retaining walls
- Articulated concrete blocks
- Construction observation services

Involvement of Key Staff

- Elliott Ticen

SAN ANSELMO FLOOD RISK REDUCTION (SAFRR)

MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT – MARIN COUNTY, CALIFORNIA

Ross Valley, which includes San Anselmo and Fairfax, has historically been flooded by overflow from Corte Madera Creek and its upstream tributaries, causing extensive property damage and economic hardship. In response, flood management projects received local funding. The SAFRR project comprises two sub-projects: the Flood Detention and Storage (FDS) project and the Building Bridge 2 (BB2) removal and restoration. The FDS is a flood diversion and storage project aimed at reducing downstream flooding by preemptively diverting creek flows and temporarily storing water in the new basin for later release after the flooding subsides. The BB2 is a flood obstruction elimination project aimed at reducing flooding by enhancing the ability of the creek to transport flows without overtopping while simultaneously restoring the creek's natural fluvial and biological functions.

GEI is the project's lead geotechnical, civil, and structural design firm. The ongoing FDS involves excavating a basin and constructing a new 10-foot-tall perimeter earthen embankment, as well as a new 100-foot-wide by 100-foot-long side weir inlet with 20-foot-tall concrete retaining walls on either side. The side weir inlet utilizes vegetated open-cell articulated concrete block instead of traditional reinforced concrete to provide a cost-effective and aesthetically preferred surface finish. GEI completed a field exploration program with over 20 explorations and performed site characterizations, stability, seepage, and settlement analyses. GEI led the FDS basin design, including embankment earthwork design, grading plans, inlet/outlet channel structural design, and prepared specifications and Opinion of Probable Cost from a 60% through 100% design level.

For the ongoing BB2, GEI performed a field investigations program, site characterizations, and stability analyses. They assessed reusing the existing BB2 abutment as a retaining wall for a planned plaza. GEI designed temporary support and a new 15-foot-high retaining wall in the confined urban environment for the plaza above San Anselmo Creek and designed a reinforced earth slope for the opposite bank along Creek Park, which the Town of San Anselmo owns.



3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



✓ Hatch completed a non-linear dynamic analysis of the morning glory structure that included the debonding characteristics of the vertical reinforcing steel and utilized the capacity spectrum method of structural analysis to check the results.

Project Data

- Completion: November 2019
- Size: 94-foot-diameter ogee crest morning glory spillway with a 38-foot inside diameter vertical shaft, and a 34-foot inside diameter horizontal tunnel

Services Provided

- Site inspection
- Focused spillway assessment
- Seismic stability analysis
- Spillway-focused PFMA workshop

JACKSON HYDROELECTRIC PROJECT FOCUSED MORNING GLORY SPILLWAY POTENTIAL FAILURE MODE ANALYSIS (PFMA) AND STABILITY ANALYSIS

SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT – SULTAN, WASHINGTON

Culmback Dam is a compacted rock-fill, impervious clay core structure approximately 640 feet long and 262 feet high. The Jackson Spillway protects the dam from overtopping. It includes a free-standing morning glory structure about 275 feet upstream of the dam and approximately 250 feet from the right abutment of the dam. The morning glory structure has a 94-foot-diameter ogee crest, a 38-foot inside diameter vertical shaft, and a 34-foot inside diameter horizontal tunnel.

Hatch performed a site inspection, focused spillway assessment, new seismic stability analysis, and a spillway-focused PFMA workshop for the project, as required by the FERC. Before the spillway-focused PFMA session, the Hatch team reviewed relevant documents and completed a field inspection. The objective of the PFMA session was to identify all credible potential failure modes (PFMs) specific to the Jackson Spillway with a focus on the more probable PFMs and to develop appropriate risk reduction measures as required. The PFMA session identified and analyzed PFMs related to both the vertical and horizontal spillway shafts. Hatch compiled and summarized the session in a tabular format and presented these findings to Snohomish County PUD in a final report.

The new seismic stability analysis aimed to assess the morning glory's seismic stability under a maximum credible earthquake (MCE) loading condition. Hatch used an innovative approach and modeled the morning glory using a relatively simple 3D finite element model with a more sophisticated model of the base of the structure. Based on unpublished laboratory test results from the University of Washington, they modeled vertical reinforcing steel at the base as tendons with bond-slip characteristics.

HATCH

3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



This project included diver-assisted inspection, survey and dredging, slide gate access, leak mitigation, gate removal, concrete patching, slide gate installation, and system testing/commissioning.

KERCKHOFF DAM GATE REPAIRS

PG&E – NORTH FORK, CALIFORNIA

Three six-foot-diameter upstream LLO gates were inspected at the Kerckhoff Dam revealing substantial leakage and high corrosion. With reliable gate operation being critical to controlling outlet flows into the San Joaquin River, each gate needed to be replaced. Ballard's scope of work included diver-assisted survey and dredging, slide gate access and leak mitigation, gate removal, concrete patching and repair, slide gate installation, and final testing and commissioning of the system.

To replace the three LLO slide gates, Ballard used a surface-supplied deep diving system with two dual-lock, multi-place decompression chambers and support vessels. Equipment was mobilized to the upstream side of the dam. Ballard inspected and surveyed all gate stems, stem guides, and stem couplings. The accuracy of this survey was critical to ensuring the dimensions of the new gate and its components would meet the system's tight tolerances.

One of the primary challenges was getting the existing embedded wall thimbles for the three LLO gates to support the new gates. Ballard's preliminary dive inspection found that the existing wall thimbles were heavily corroded and that an alternative system needed to be designed. Ballard employed specialized underwater inspection tooling including micrometers, screw pitch gages, and fine adjustment calipers to achieve accuracy and meet design tolerances.

Ballard also developed a closed-circuit grouting system that prevented grout from entering the reservoir. Grout was pumped approximately 80 feet underwater into a fully sealed steel form, and transported back to the barge via return lines.

Project Data

- Completion: July 2016
- Total project cost (est.): \$1.7 million
- Size: 90-foot diver depth

Services Provided

- Confined space and deep water diving
- Lift bags and specialty rigging
- Mechanical and diver assisted dredging
- Mooring system installation
- Surface supplied air diving
- Turbidity boom
- Underwater inspection
- Underwater concrete and grout pours
- Underwater cutting/welding
- Underwater diamond wire sawing
- Underwater drilling, excavation, leak detection, and structure measurements

Involvement of Key Staff

- Todd Horner



3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



✓
This project included an upgrade to a 36-inch LLO valve and fish release.

Project Data

- Completion: October 2018
- Total project cost (est.): \$1.3 million
- Size: 36-inch valve upgrade

Involvement of Key Staff

- Colten Hansen

FLORENCE LAKE DAM FISH WATER RELEASE

SOUTHERN CALIFORNIA EDISON COMPANY – FRESNO COUNTY, CALIFORNIA

This project involved the installation, testing, and commissioning of the Florence Lake Dam fish water release 36-inch LLO valve upgrade. It included work area dewatering, discharge pipe modifications, waste management, excavation and backfilling, new knife gate valve and piping installation, and underwater work to permanently open two existing sluice gates. SR Diversified provided the following:

Site Setup

- Setup Best Management Practices (BMPs)
- Setup cofferdam and pump downstream and dewater work area

Phase 1 East Outlet Work

- Continue 27-cubic-feet-per-second (cfs) bypass through West Outlet
- Place new 36-inch diameter spool, Depend-O-Lok coupling, and valve on East Outlet
- Place new concrete anchor block
- Place operating platform and ladder at new 36-inch valve
- Paint and test new pipe
- Install 300 linear feet of 30-inch-diameter corrugated metal discharge pipe
- Perform East Inlet exploratory dive
- Partially remove East Intake screen to gain access for divers to East Inlet Gate
- Free-up/raise/weld-up or demolish East Gate, as required
- Replace East Intake screen to original condition
- Demolish East Gate shaft and operator
- Establish 27-cfs discharge through East Outlet by opening east downstream knife gate valve

Phase 2 West Outlet Work

- Partially remove West Inlet screen to gain access to West Inlet gate
- Weld West Gate into existing open position
- Remove existing 36-inch valve and 18-inch gate valve and replace with owner-furnished 36-inch knife gate valve and 18-inch gate valve
- Remove and replace eight-inch-diameter steel piping
- Paint new piping
- Demolish East Gate shaft and operator
- Remove West Inlet bulkhead
- Open west downstream knife gate valve and reestablish 27-cfs flow through West Outlet
- Remove temporary 30-inch-diameter discharge pipe

The contractor was required to manage and comply with specified water release turbidity requirements established by regulatory agency permit conditions.



3. RELEVANT EXPERIENCE: PROJECT DESCRIPTIONS



DUNAWAEL WWTP RIVERSIDE PONDS RELOCATION PROJECT

CITY OF CALISTOGA – CALISTOGA, CALIFORNIA

The project included bank stabilization and creek realignment to reduce erosion and protect vital infrastructure.

Project Data

- Completion: October 2019
- Total project cost (est.): \$475,000
- Size: Four wastewater ponds

Involvement of Key Staff

- Elijah Davidian

The City of Calistoga (City) is decommissioning its four riverside wastewater ponds along the Napa River and replacing them with two lined ponds outside of the 100-year floodplain. The project included bank stabilization and creek realignment to reduce erosion and protect vital infrastructure.

Working within a constrained project schedule and sensitive habitat areas, ESA completed the 50% Design, ensured City adoption of the CEQA IS/MND, completed FEMA “No Rise” Certification, and managed and prepared applications for multiple permits. This included the 401 WQC, NWP (404), 1600 LSA, and USFWS and NMFS Biological Assessments, while working closely with USFWS, NMFS, and CDFW staff to develop onsite compensatory mitigation for project impacts. ESA was the lead hydraulic modeling consultant and developed the modeling and documentation to successfully receive “No Rise” certification for the project. This analysis included an evaluation of historic flows, determination of design hydrology and performed hydraulic modeling to support scour analysis, rock slope protection sizing, and NFIP compliance.



PROJECT UNDERSTANDING

4

4. PROJECT UNDERSTANDING: BACKGROUND

4. PROJECT UNDERSTANDING

BACKGROUND

WHY US?

THE MEAD & HUNT TEAM
IS THE BEST FIT FOR
THIS PROJECT

- Our team brings decades of experience with similar contracts both locally and nationally.
- Our team provides the necessary resources to meet the City's current and future engineering needs at this facility.
- Our specialized experience keeps projects on schedule and within budget.
- Our staff will leverage knowledge from work on similar projects to achieve the DSOD's satisfaction throughout the duration of this contract.

MEAD & HUNT



TRUSTED EXPERIENCE |
RESPONSIVE | COLLABORATIVE

The information used in the Background and Approach Sections were pulled from the GEI 65% Design Report, dated May 15, 2021, provided by the City of St. Helena.

BACKGROUND

Bell Canyon Reservoir is a man-made water supply reservoir serving the City of St. Helena. It is located approximately three miles northeast of the City in Napa County, California. The reservoir, which was constructed during 1958 and 1959, has a storage capacity of approximately 2,500 acre-feet and serves as one of the City's main sources of potable water. The reservoir is impounded by a 500-foot-long, 95-foot high embankment dam with a crest width of 20 feet and a crest elevation of 430 feet. A spillway with a crest elevation of 422 feet is located approximately one-quarter mile west of the embankment dam and discharges into the west fork of Bell Creek.

A freestanding intake tower is located at the upstream toe of the embankment to service two parallel outlet pipes in a common concrete encasement. One pipe is a 42-inch-diameter low-level outlet sluice pipe that passes through the base of the dam to a valve house, where it discharges into Bell Creek. The other pipe is a 24-inch-diameter water supply intake for the nearby Louis Stralla Water Treatment Plant (LSWTP); this pipe also passes through the base of the dam parallel to the 42-inch outlet. The 24-inch pipeline bifurcates at the downstream valve control house to provide minimum bypass flows into Bell Creek.

The intake tower structure consists of a 4-foot-diameter 8-gauge corrugated steel riser grouted into a cast-in-place reinforced concrete substructure. The substructure is founded at approximately El. 352 feet and extends to El. 370 feet. The riser, which is embedded 3 feet into the substructure, extends to El. 425 feet. The two outlet conduits are located side-by-side in the base of the substructure, the 42-inch conduit centered below the riser and the 24-inch conduit offset 5 feet to the left (looking downstream).

Discharge control is provided by manual gate operators located at the top of the intake tower. The 42-inch-diameter outlet conduit discharge is controlled by a 4-foot-square sluice gate at the upstream end, embedded in the concrete substructure, and operated by a pedestal-type operator. Flow to the 24-inch-diameter service conduit is provided by three, 2-foot-square slide gates in the riser at El. 374, 387, and 400 feet, operated by handwheel-type operators; discharge through these gates enters the interior of the riser and flows through the substructure into the conduit. The downstream valving inside the valve control house at the toe of the dam regulates the flow rate from these two outlet conduits.

4. PROJECT UNDERSTANDING: APPROACH

The intake tower has been in service for over 65 years and has reached the end of its service life. The intake tower as originally designed and constructed does not meet current seismic requirements. The City was directed on February 1, 2016 by the California Department of Water Resources (DWR), the California Division of Safety of Dams (DSOD) to evaluate the adequacy of the outlet tower for static and seismic loads by October 1, 2016. As a result of further review during 2016, the City stated in their January 17, 2017 Request for Proposals that the tower had deteriorated and did not meet current seismic standards.

Constructed along with the Bell Canyon Dam intake tower, the main outlets through the dam have also been in service for over 65 years and the downstream outlet system now requires an updated analysis and modifications due to corrosion and pitting of the downstream outlet piping. Based on past assessments of the corrosion and pitting, the existing outlet system no longer has an adequate factor of safety. This outlet system conveys reservoir water to Bell Creek and the LSWTP. In addition, the emergency reservoir discharge cone valve (Rotovalue) and foundation require replacement due to vibration issues during discharge. The Rotovalue is not recommended for high flow releases during emergency releases and does not dissipate the hydraulic energy required.

The review of available documentation, preliminary engineering studies, and field investigations related to the intake tower replacement and valve house upgrades have been completed by GEI. The engineering design analyses, and preparation of construction documents, have been advanced to the 65% design by GEI and reviewed by the DSOD. With GEI as part of our team, the continuation of the project design from the current level of development to completion will be more efficient by reducing the need for interpretation of design intent.

APPROACH

INTAKE TOWER

Five intake tower replacement concepts were initially considered. All involved the construction of a new foundation for the replacement tower by encasing the existing tower substructure in concrete and anchoring it to bedrock. Building a new foundation necessitated the construction of a temporary cofferdam to establish a dry worksite. The maintenance of reservoir storage and flows to the LSWTP required that the cofferdam be approximately 70 feet deep.



The scale and logistics of the proposed construction were quite substantial — a very deep cofferdam; large cranes, drill rigs, and barges; barge loading and unloading facilities; drilling templates and deep drilling depths; large volumes of concrete, with transportation and placement considerations; deep underwater anchorages; major access road improvements; and extended duration of construction. All of these factors served to increase the difficulty and overall cost of the project. Furthermore, particularly with respect to the required anchorage of the temporary cofferdam and the intake tower foundation, the proposed work was approaching the limits of feasibility. GEI estimated the construction cost of the five alternatives to range from \$4.7 to \$6.9 million. Based on these observations, it was reasonable to consider whether an alternative could be developed that would not entail the massive scale and cost of construction of the initial concepts.

The initial dive inspection found the existing concrete substructure to be in relatively good condition, but the existing CMP riser was heavily corroded and in need of replacement. The replacement tower, in its final condition, would have to be able to meet current seismic and other design standards.

4. PROJECT UNDERSTANDING: APPROACH

It was proposed to consider an alternative that involved cutting off the existing CMP riser flush with the top of the concrete substructure and installing a slightly smaller steel riser into the top of the substructure. The new riser could be grouted into the remaining embedded portion of the CMP or otherwise attached to the existing concrete. This work could be done under water without a cofferdam, would require much smaller equipment, and would not rely on foundation anchorage.

Initial feasibility-level engineering evaluations indicated that this alternative would be able to meet the design standards.

Replacement of the intake tower riser would be substantially less expensive than any of the alternatives that involved a new foundation and substructure and required a temporary cofferdam. GEI estimated the cost of a concept that involves replacing the riser only to be in the range of \$2.0 to \$2.4 million in 2022. A large portion of this savings was from the elimination of the cofferdam and the reduction in scale of the other temporary works.

Given the foregoing discussion, GEI recommended that the City consider whether replacement of only the intake tower riser, without replacement or significant improvement of the existing concrete substructure, would be an acceptable alternative. After discussions with the City and representatives of the DSOD, the riser replacement alternative was selected for detailed engineering design.



OUTLET VALVE HOUSE (OVH) UPGRADES

A control valve regulates the rate of flow and in this case provides energy dissipation. The most common types of regulating valves used to control outlet works currently are fixed-cone (with or without stationary hood), sleeve, plunger, jet-flow, and modified (throttling) knife gate. Two types of energy dissipation valves were evaluated: 1) Fixed-Cone and 2) Plunger.

A fixed-cone valve is commonly used for regulating flow of water from an outlet works at medium to high head dams as free discharge. Fixed-cone valves are used to radially discharge flow freely into the atmosphere which dissipates the flow energy of water. However, the wide spray trajectory of the released water is often found to be undesirable, especially in the vicinity of potentially unstable slopes prone to erosion or critical or sensitive facilities that may be impacted, such as power transmission lines. Hoods are therefore commonly added to the end of fixed-cone valves to narrow the wide trajectory of the spray stream. Because the hood refocuses the remaining energy in the discharge stream, additional armoring downstream discharge channel facilities may be required to minimize potential erosion damage. Hilton-Dezurik manufactures a baffled hood design that is capable of dissipating up to 90% of the remaining energy in the concentrated spray stream; such a hood can limit the extent of downstream facility upgrades.

The plunger type valve evolved from needle and tube valves and was developed by VAG Valve, Ltd. for precise flow control and energy dissipation for facilities such as transmission conduit, dam outlet works, and hydropower. The plunger valve is available in sizes ranging from 6-inch to 64-inches in diameter with an operating pressure of up to 1,450 psi. However, due to the configuration of the valve trim for energy dissipation applications, plunger valves are not typically used in installations where water has the potential for debris (e.g. leaves, vegetation, etc.) or high sediment loads because the valve can become clogged.

There are many considerations which play an important role in selection of the right valve in terms of type, size, water quality, energy dissipation, turbulence, and pressure. Additionally, operational criteria are important aspects in valve selection. For this application, a fixed-cone valve was recommended by GEI in the 65% Design Report based on the following reasons.

- Ability to discharge a high volume under a low head condition
- Energy dissipation (baffled hood) option at the valve (downstream channel improvements are not required)

4. PROJECT UNDERSTANDING: APPROACH

- Capable of passing larger debris (reservoir water quality concerns)
- Precise flow control is not required
- Low maintenance

Based upon GEI's understanding of facility operation, condition of the system, and hydraulic analysis, GEI recommended the following OVH improvements:

Steel Piping System: Due to the structural integrity of the steel piping system (12-, 24-, 36-, and 42-inch) it should be replaced with fusion-bonded epoxy lined and coated steel pipe with the exception of:

- The 10-inch low-flow pipe segment
- The 10-inch flowmeter
- The 10-inch fixed cone valve
- The existing booster pump and associated gate valves, including concrete supports



Emergency Drawdown Control Valve: The 24-inch Rotovalve and a new concrete foundation should be replaced with a 24-inch fixed-cone valve and a new concrete foundation. Although a hood is recommended to direct the trajectory of the discharge spray, energy dissipation baffles would not be needed under typical conditions where the downstream channel is adequately armored. However, since the condition of the downstream channel is unknown in terms of armoring/lining, GEI recommended using a fixed-cone valve with energy-dissipating baffles. This is in line with the City's desire to mitigate downstream channel erosion/scour. The baffled hood provides about 90% energy reduction compared to only 20-40% reduction for an unbaffled hood. The valve actuator should be designed to limit the through discharge to a fraction of the maximum discharge while still satisfying DSOD drawdown requirements. It should be noted that only one valve manufacturer (HILTON Valve, a subsidiary of DeZURIK) currently offers a baffled hood design. It may be prudent for the City to pre-purchase the valve due to lead time and the Contractor's markup. However, depending upon schedule constraints the City may desire that the purchase of the valve be included in the Contractor's work to limit the City's liability.

Further discussion with the City is required for the following items in order to clearly outline the Contractor's responsibilities, limits, work restrictions, and coordination requirements.

1. Temporary Power
 - a. Confirm which existing OVH items cannot be taken offline (flowmeters, air compressor, RTU, etc.)
2. Proposed 10-inch, or larger, interconnection between the 24- and 42-inch pipes
3. Shutdown dates, number, and durations to minimize City facility disruptions
4. Site access and restrictions
5. Site staging and storage area(s)
6. Items to Salvage
 - a. 24-inch Rotovalve and electric actuator, pipe, fittings, etc.
7. Construction staging (above and under water), dive support controls, barges, cranes, etc.

SCOPE OF WORK

5

5. SCOPE OF WORK

SCOPE OF WORK

The complexity of performing work within the reservoir on aging facilities while maintaining continuity of water supply and downstream releases is unique. To effectively advance the 65% design concept reviewed by the DSOD and accepted by the City, we have assigned the following tasks to our specialty subconsultants.

- Mead & Hunt will provide civil, structural, hydraulic, mechanical, and electrical design, assist with DSOD compliance, and project management.
- Mead & Hunt's project manager will oversee our diverse team's communication, workload planning, schedule, QC, contract management, and other project management tasks to successfully accomplish the City's project objectives.
- GEI will finalize their draft geotechnical report to inform final intake tower stability. Hatch will perform the advanced modeling to confirm the intake tower seismic response and perform analysis for final structural stability and stress utilization in coordination with Mead & Hunt's in-house structural team. Ballard Marine Construction will assist with constructability for underwater activities and SR Diversified will provide overall constructability assistance and cost estimating.
- ESA will perform environmental assessments, prepare regulatory compliance documentation, and complete environmental permitting for the project.



SCOPE OF SERVICES

6

6. SCOPE OF SERVICES

SCOPE OF SERVICES

PROJECT MANAGEMENT AND COORDINATION

MEETINGS

The project manager will prepare a meeting agenda and deliver it to the meeting participants prior to each project meeting. At the end of each meeting the draft minutes will be routed to participants for review and input.

Kickoff Meeting: Following the notice to proceed from the City, Mead & Hunt's consulting team will participate in a kickoff meeting. The Mead & Hunt project manager will communicate to the team during the kickoff meeting roles and responsibilities, expectations, project scope, budget, and schedule.



City Meetings: The Mead & Hunt team will attend six 90-minute meetings with the City and with key project team members. Mead & Hunt's project manager will schedule these project meetings with the City staff to discuss project deliverables, status, address potential challenges and opportunities, project budget, and other design or permitting risks to schedule, budget, and comments on deliverables.

Deliverable Review Meetings: Two 2-hour meetings will be aligned with project deliverables at critical decision points. Meetings will be held after the 90% deliverable and 100% deliverable are submitted.

DSOD Review Meetings: DSOD review meetings and outreach are included in design tasks.

Deliverables: A meeting agenda will be prepared and delivered to the meeting participants prior to each project meeting, as applicable. At the end of each meeting the draft minutes will be routed to participants for review and input.

PROGRESS REPORTING

Monthly Progress Reports will be sent by Mead & Hunt's project manager informing the City of work completed on the project.

PROJECT SCHEDULE

The project manager will drive and prioritize the project schedule for the City. The project manager will utilize open communication to make sure that the project team and the City are on the same page for all deliverables, reviews, and decision points.

DATA VALIDATION AND GAP ANALYSIS

65% REVIEW

The Mead & Hunt design team will perform a review of the 65% design and all available supporting documentation for validation of approach, compliance with current guidance and standards, and accuracy of information. Analysis to include:

- Data collection and review
- Confirmation of Geologic and Geotechnical Foundation Review by GEI
- Review of Seismic Hazard Analysis and Intake Tower Design Analysis approach by Mead & Hunt and Hatch Engineering
- Review of Hydraulic Design Analysis approach by Mead & Hunt

6. SCOPE OF SERVICES

- Review of proposed Construction Approach and Sequencing and by Mead & Hunt team, with City staff input
- Confirmation of understanding of key issues and objectives of the City

SITE VISIT

The project team will perform one preliminary site visit, with City staff, to observe site conditions and review exposed features covered in the GEI 65% Design Report.

DSOD OUTREACH

Mead & Hunt will conduct one virtual meeting with the DSOD to present findings and the updated Final Engineering approach, respond to 65% comments, and confirm the approach developed in 65% design.



Deliverables: Draft and Final Technical Memorandum documenting findings and confirming approach to incorporating into the Final Engineering package.

ENVIRONMENTAL REVIEW AND PERMITTING

PROJECT DESCRIPTION

ESA will compile and integrate project information provided into a Project Description in accordance with CEQA. The Project Description will include:

- Descriptions of proposed project elements, along with construction and operations details
- Map showing the project location and characteristics
- Objectives of the proposed project
- List of actions/approvals required to implement the project

Deliverables: Draft and Revised Project Description.

BIOLOGICAL AND CULTURAL RESOURCE INVESTIGATIONS

An ESA biologist will review any existing biological information provided by Mead & Hunt, aerial photographs of the site, and consult the California Natural Diversity Database and California Native Plant Society rare plant inventory for background information regarding natural communities, habitats, and species known or with potential to occur at the site. The results of the habitat assessment and delineation of aquatic resources would be presented in the biological technical report.

An ESA archaeologist will conduct a records search at the Northwest Information Center in order to determine whether any cultural sites have been documented or cultural reports have been prepared for properties within a ½ mile radius of the project site. The analysis will be supported by a one-day pedestrian field survey of area of potential effect conducted by the archaeologist.

An ESA architectural historian will evaluate the 1959 Bell Canyon Dam and Reservoir, including intake tower and valve house, as one potential historical resource for its significance for listing in the National and California registers to determine if the property individually qualifies as a historical resource pursuant to CEQA Guidelines, or a historic property under Section 106 of the National Historic Preservation Act. The evaluation will be supported by a one-day intensive survey of the Bell Canyon Dam and valve house.

6. SCOPE OF SERVICES

Deliverables:

- One Findings Review virtual meeting with the City
- Draft and Final Biological Resources Technical Report
- Draft and Final Cultural Resources Technical Report

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND)

ESA will prepare an IS/MND in accordance with current state CEQA guidelines and case law. ESA will prepare an Administrative Draft and a Screencheck Draft of the IS/MND and respond to one round of consolidated Mead & Hunt/ City comments on each. Following receipt of comments on the Screencheck Draft, ESA will prepare a Public Review Draft IS/MND, along with a Mitigation and Monitoring Reporting Plan. ESA will also prepare the Notice of Intent (NOI) and Notice of Completion (NOC). With assistance from the City, ESA will also develop a mailing list, and will advise the City on distribution of the allocated copies to local and regional agencies and interested parties. The City will be responsible for posting the NOI and NOC with the county clerk. ESA will prepare and submit to the City for each draft of the IS/MND. In addition, we will prepare a completed State Clearinghouse (SCH) Summary Form and one copy of the Public Draft IS/MND, consistent with the current SCH document submission requirements.



The Final IS/MND will be composed of a response to comments memorandum (RTC) summarizing comments received, responses to public agency comments, and presenting errata and other revisions to the Public Draft IS/MND, as warranted. Upon completion of the Final IS/MND and within five days after the City Council's project approval, ESA will complete a Notice of Determination (NOD) form for the City to file with the Napa County Clerk's office and the State Clearinghouse.

Deliverables:

- Administrative and Screencheck Draft IS/MND
- Public Review Draft IS/MND (4 hard copies)
- Final Notice of Intent, Notice of Completion, SCH Summary Form (up to 50 hard copies of the NOI)
- Draft RTC Memo
- Final IS/MND
- Draft and Final NOD Form
- Attend One (1) City Council adoption hearing

REGULATORY PERMITTING APPLICATIONS

ESA regulatory permitting specialists will prepare the regulatory approvals documents listed as Deliverables below. The City will pay all application fees and file applications with ESA assistance. An allowance is provided for ESA to support City/ Mead & Hunt with regulatory coordination.

Deliverables:

- Draft and Final Pre-Construction Notification for Clean Water Act Section 404 authorization from the United States Army Corps of Engineers (USACE) under a Nationwide Permit(s)
- Draft and Final Cultural Resources Section 106 Report to Support Consultation
- Draft and Final Section 401 Water Quality Certification/ Waste Discharge Requirements (as needed) application(s)

6. SCOPE OF SERVICES

- Draft and Final Section 1602 Lake or Streambed Alteration notification application
- Draft and Final Biological Assessment to Support Endangered Species Act Consultation

DETAILED DESIGN

STRUCTURAL DESIGN

Intake Tower

- Perform final design for intake tower features, including access/gate actuator support platform, access hatches, gate mounts, and new tower anchorage into existing concrete tower foundation.
- Tower design and analysis includes FEA and linear-elastic seismic analysis of the tower riser by Hatch Engineering, with loading developed by Mead & Hunt. The tower seismic loading will include hydrodynamic effects from water impounded in the riser, and stability analysis with updated loads will be performed. Operational loads, dead loads, live loads, and wind loads will be considered.

Valve House

- Perform final design valve house equipment foundations, thrust blocks, and impacts to the valve house at pipe penetrations. Design will include detailing pipe supports and foundations.

GEOTECHNICAL ANALYSIS (GEI)

Confirm 65% geotech analysis, conclusions and recommendations. Update or confirm Seismic Parameters. One day site visit by geologist and geotechnical engineer to visually inspect accessible relevant conditions to inform analysis. Refine Tower foundation discussion if needed. Provide geotechnical recommendations for Valve House foundation and slab loading. Provide geotechnical recommendations on downstream creek erosion protection. Review 90% Drawings and Specifications to confirm proper incorporation of recommendations.

HYDRAULIC ANALYSIS

Perform hydraulic design to build on GEI's existing calculations. Perform analysis for energy dissipation features in Bell Creek. Perform analysis to support design details and equipment selection for intake tower, and to determine thrust loading for anchorage design at valve house. Hydraulic review of revised interconnect pipe (10-inch) between emergency release pipe (42-inch) and instream release (fish flow) pipe (12-inch pipe).

MECHANICAL DESIGN

Perform review and analysis of intake slide gates, pipe material and coatings, valving, instrumentation, and pumping.

ELECTRICAL DESIGN

Perform design for power supply and instrumentation circuits for new 24-inch fixed cone valve. Assumes manual operation with local control panel.

CIVIL DESIGN

Perform design of erosion mitigation features at new 24-inch energy dissipation valve. Limited detailing of site civil, access, and staging improvements.

6. SCOPE OF SERVICES

DRAWING LIST

The following drawing list was generated by GEI in the 65% design report. Mead & Hunt will further develop drawings created by GEI and will develop the drawings GEI noted "To Be Prepared."

Sheet #	Drawing #	Title
1	G-001	COVER SHEET
2	G-002	ABBREVIATIONS AND SYMBOLS [TO BE PREPARED]
3	G-003	GENERAL NOTES [TO BE PREPARED]
4	G-004	SITE AND SURVEY CONTROL PLAN [TO BE PREPARED]
5	G-005	SITE ACCESS AND STAGING AREA PLAN (CURRENTLY LIMITED DETAIL)
6	1C-101	INTAKE TOWER SITE PLAN
7	1SE-101	INTAKE TOWER EXISTING CONDITIONS PLAN AND ELEVATIONS
8	1SE-301	INTAKE TOWER EXISTING CONDITIONS SECTIONS
9	1SD-101	INTAKE TOWER RISER DEMOLITION PLAN, ELEVATIONS, AND DETAILS
9	1S-101	INTAKE TOWER RISER REPLACEMENT PLAN AND ELEVATIONS
10	1S-301	INTAKE TOWER RISER REPLACEMENT SECTIONS
10	1S-501	INTAKE TOWER RISER CONNECTION DETAILS
11	1S-502	INTAKE TOWER RISER DETAILS
12	1S-503	INTAKE TOWER RISER GATE FLANGE DETAILS
11	2C-101	OUTLET VALVE HOUSE SITE PLAN
12	2SD-101	OUTLET VALVE HOUSE ROOF REMOVAL PLAN
13	2SD-102	OUTLET VALVE HOUSE DEMOLITION PLAN AND SECTIONS [TO BE PREPARED]
14	2S-101	OUTLET VALVE HOUSE PLAN AND SECTIONS [TO BE PREPARED]
15	2S-102	OUTLET VALVE HOUSE DETAILS [TO BE PREPARED]
15	2MD-101	OUTLET VALVE HOUSE DEMOLITION PLAN AND SECTION
16	2MD-501	OUTLET VALVE HOUSE DEMOLITION DETAILS
17	2M-101	OUTLET VALVE HOUSE PLAN
18	2M-501	OUTLET VALVE HOUSE DETAILS

Mead & Hunt has identified the following drawings to be developed in addition to the ones listed above.

Sheet #	Drawing #	Title
TBD	TBD	STRUCTURAL NOTES
TBD	TBD	STANDARD STRUCTURAL DETAILS
TBD	TBD	STANDARD STRUCTURAL DETAILS
TBD	TBD	INTAKE TOWER DETAILS
TBD	TBD	INTAKE TOWER PLATFORM DETAILS 1
TBD	TBD	OUTLET VALVE HOUSE STRUCTURAL DETAILS
TBD	TBD	MECHANICAL DETAILS
TBD	TBD	MECHANICAL P&ID
TBD	TBD	CIVIL OUTFALL 1
TBD	TBD	CIVIL OUTFALL 2
TBD	TBD	STRUCTURAL OUTFALL
TBD	TBD	ELECTRICAL SCHEMATIC
TBD	TBD	ELECTRICAL SINGLE LINE AND DETAILS

6. SCOPE OF SERVICES

PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Provide response to comments with each submittal. City to provide form of front end documents to accompany specifications, including Procurement and Contracting requirements (Division 00) and General Requirements, as well as legal reviews. Mead & Hunt to complete front end document forms.

DSOD COORDINATION

The Mead & Hunt Team will participate in a DSOD 90% Meeting to present Supporting Design Report and 90% design package. The team will prepare and file applications with DSOD for repair and alteration approvals and assist with technical responses to DSOD review of plans and specifications and technical supporting documents.

EARLY CONTRACTOR INVOLVEMENT (ECI)

ECI subconsultants to provide constructability feedback and cost estimating to include:

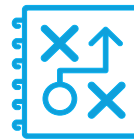
Underwater construction involvement (Ballard Marine Construction): Ballard to assist with construction approach and schedule, provide input on investigations, identify value engineering opportunities, and provide cost estimate for intake tower installation (Mead & Hunt to provide equipment and material estimates). Includes one site visit for review of access and staging.

Construction planning and cost estimating (SR Diversified): SR Diversified to assist with constructability, schedule and approach, and prepare construction cost estimate, with Mead & Hunt preparing quantities and equipment/material supply costs for work outside of reservoir. SR Diversified to review 90% plans and specifications prior to submittal and assist with comment responses.

DETAIL DESIGN DELIVERABLES

90% DESIGN

- 90% Plans (see table above)
- Draft Technical Specifications
- Preliminary Opinion of Probable Construction Cost



100% DESIGN

- 100 % Plans and Specifications
- City and DSOD comment responses



BID DOCUMENTS

- Plans & Specifications
- Engineers Estimate



CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS



7. CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

CLARIFICATIONS AND ASSUMPTIONS

1. The project team will use virtual communication software (Microsoft Teams or Zoom) throughout the project, including pre-meeting coordination, to encourage input from the entire team.
2. All deliverables will be submitted electronically, unless otherwise stated. Cost of reproduction, if necessary, can be directly billed to the City.
3. City to pay application fees and permitting agency fees.
4. As-built drawings of existing facilities will be provided by the City.
5. Available work products, including historical data, working model files, drawing files, and specifications will be provided by GEI.
6. All applicable DSOD file data related to intake and outlet conditions will be provided by the City (DSOD file research is not required).
7. The scope of the project and design criteria are defined by the GEI 65% Design Report. Modifications or improvements to facilities and equipment not contemplated in the 65% design and the DSOD 65% review comments that require substantial design effort may require scope changes.
8. Valve inlet (port) elevations on the tower are set and approved as indicated in 65% design. This project will not consider temperature requirements or studies to determine inlet elevations or operations.
9. Intake tower inlet (port) screen slot spacing and configuration to exclude debris and aquatic wildlife have been determined and will not require design, such as fish passage design or studies to determine design parameters.
10. Strengths and other properties of existing materials will be determined from the existing drawings, historic data, other relevant sources, or assumed. Verification of material property assumptions may be required during construction.
11. As described in the 65% GEI Report, the existing tower foundation has adequate structural stability and strength under the replacement tower and applicable seismic loads. Any external measures needed to satisfy stability may require scope changes.
12. The tower anchorage directly to the concrete base similar to the 65% design and without additional anchorage will provide the required stability.
13. The condition of the concrete foundation is adequate to remain, such that no concrete repairs or other modifications are required to the foundation structure. No condition assessments will be performed.
14. No additional topographic and bathymetric survey will be required. (It is understood that the City is retaining a consultant to provide the bathymetric survey per Capital Improvement Program Project No. W-35 and that the survey may be available for use/validation during this project development.)
15. Valve house piping thrust forces may be assumed to rely on existing piping and/or upstream encasement as in current operation. The level of reliance will be determined in detailed design. No condition assessment of the existing piping will be performed; the City is assumed to be responsible for maintaining pipes in adequate condition.
16. Valve house roof temporary removal and any resulting temporary bracing system design will be contractor's responsibility, deferred design. Necessary repairs may trigger code evaluation that will be addressed as a change during construction (later phase).
17. Valve house foundation conditions will allow for piping/valving thrust anchorage without substantial demolition of the building foundation.
18. The new 24-inch valve will be electrically actuated with local control and modified electrical load is within existing electrical service limits.
19. Bidding and construction support will be scoped under next phase.

7. CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

20. Environmental Review and Permitting

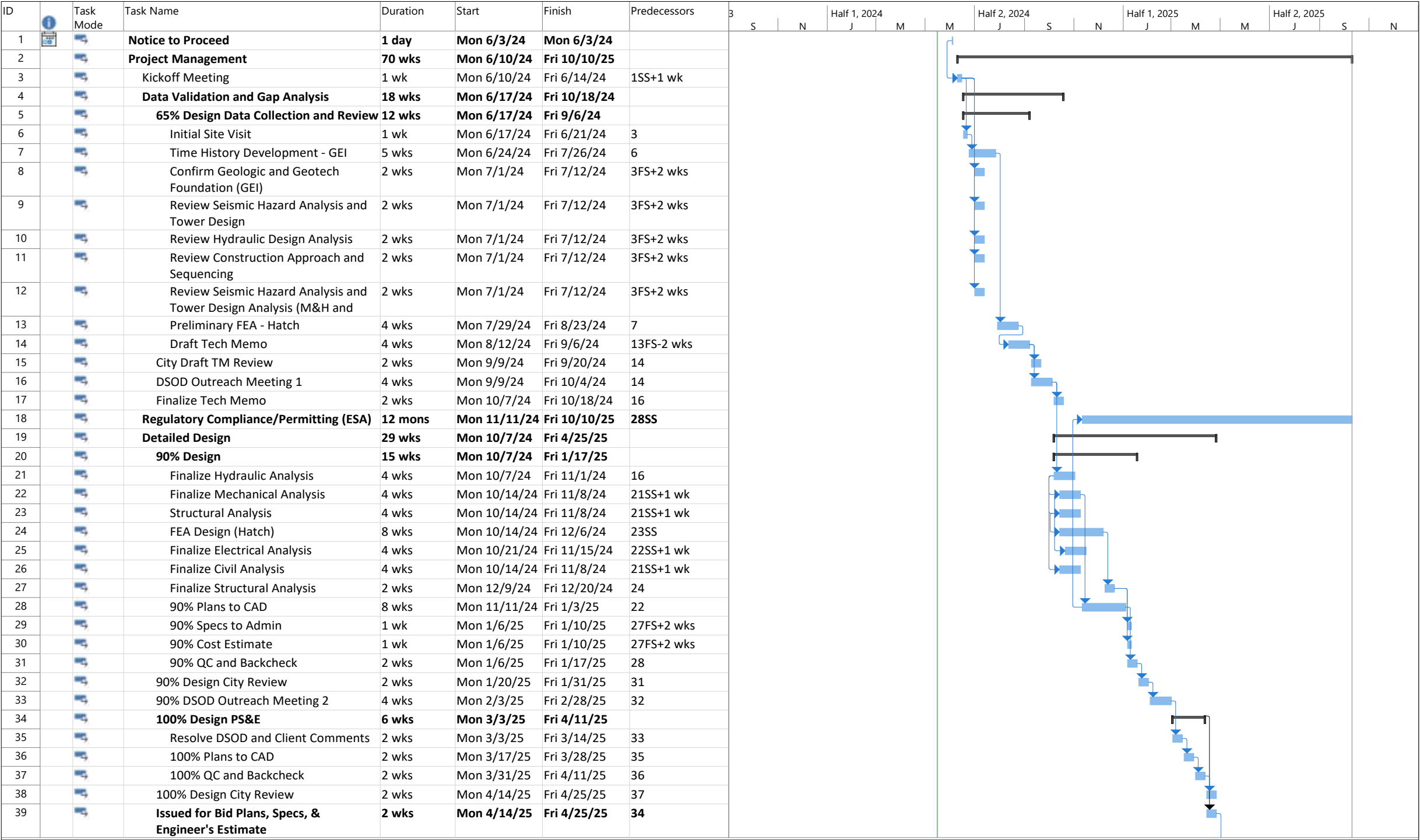
- Any new archaeological sites discovered because of the archaeological survey will be recorded on Department of Parks and Recreation 523 Primary Record forms but will not be evaluated or tested for their potential listing in the National Register of Historic Places or California Register of Historical Resources. Such efforts will be scoped separately if desired by regulatory agencies. This scope does not include consultation with the State Historic Preservation Officer. The project team can assist the City with a template SHPO letter or other consultation efforts under a separate scope and budget.
- The project will not result in the "take" of any species listed by the state or federal government as threatened or endangered.
- The project will not require preparation of a restoration plan or compensatory mitigation. If required by the regulatory agencies, then additional scope and budget will be required.
- The City will complete the Assembly Bill 52 tribal consultation requirements for CEQA compliance, with assistance from the project team.
- The USACE will be responsible for all federal agency consultations, including those that may be required under the Endangered Species Act and National Historic Preservation Act.
- The Cultural Resources Section 106 Report will contain all required elements to assist the USACE in consulting with the State Historic Preservation Officer and tribes. The project team assumes the project finding will be No Historic Properties Affected or No Adverse Effect to Historic Properties and that no Memorandum of Agreement/Historic Properties Treatment Plan will be required. If the finding is that of Adverse Effect to Historic Properties, additional consultation and documentation and would be completed under a separate scope and budget.
- The City will publish all legal notices.
- Staff report and decision documents (including CEQA findings) will be prepared by City staff.
- Obtaining the NPDES Construction General Permit will be in the Contractor's Scope of Work.
- The project description will not substantially change after initiation of the CEQA analysis work.

EXCLUSIONS

1. Fish passage engineering
2. Additional topographic and bathymetric surveys.
3. Field verification of dimensional data and configuration data at intake tower and reservoir outlet conduits.
4. As-built drawings of valve house, equipment, electrical configurations beyond proposed modifications.
5. Additional material testing such as geotechnical exploration and testing, concrete testing, and metals testing (non-destructive or destructive). Material properties are as outlined in GEI 65% Design Report.
6. Valve house building, roof, roof-to-wall, roof framing, roof decking, or other structure design checks or Code compliance evaluations.
7. Modifications to the flow meter and fixed cone valve/actuator for 10-inch instream (fish flow) release.
8. Condition assessment of piping (evaluated by CORRPRO in 2007) and equipment to be salvaged and reused.
9. Existing concrete repair design for the concrete tower or valve house building.
10. ECI Contractors will not be performing any new investigations, physical construction, or testing.
11. Electrical engineering for temporary power and upgrades to the existing lighting panel.
12. Dewatering system design. Assumes deferred design performed by Contractor for Bell Creek along with design of temporary facilities for minimum instream flow release bypass.

SCHEDULE

8



COMPENSATION

9

9. COMPENSATION

COMPENSATION

The work described under the Scope of Services will be performed on a time-and-expense basis. The estimate of probable engineering cost of services is shown in Table 1 below.

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Task	Description	Fee
1	Project Management and Coordination	\$128,267
2	Data Validation and Gap Analysis	\$178,893
3	Environmental Review and Permitting	\$213,040
4	Final Engineering	\$523,011
Total:		\$1,043,211



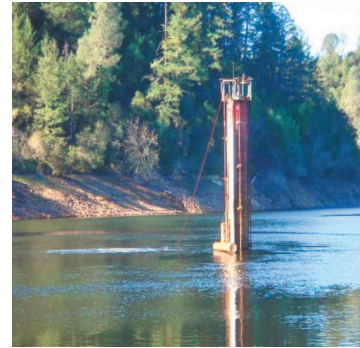
Bell Canyon Intake Tower Replacement

Project No: W-109

Category: Water

Project Location: Bell Canyon Reservoir (APN 021-420-019)

Responsible Department:



PROJECT PURPOSE & DESCRIPTION: Immediate repairs slated are required to be in compliance. Non compliance constitutes a violation of the City's Division of Dam Safety permitted use of Bell Canyon is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application by the State of California Department of Water Resources Division of Dam Safety.

NOTES: PW - marked project at a Priority

Anticipated will take out debt for project, will include in Utility Rate Study

FY24 - included in proposed Rate Study w/ proposed schedule for project delivery

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept:** 5030

EXPENDITURES								PROJECT TOTAL
	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	
3110 - Design			126,323					126,323
3120 - Environmental/Planning			200,000					200,000
3140 - Legal Services			3,000					3,000
3150 - Construction Management				213,904				213,904
3160 - Construction Contract				2,500,000				2,500,000
3170 - Contingency				250,000				250,000
EXPENDITURE TOTALS			329,323	2,963,904				3,293,227
FUNDING SOURCES								
763-Water Capital Improvement								0
763-Water Capital Improvement - Debt			329,323	2,963,904				3,293,227
764-Water Impact Fees								0
FUNDING TOTALS			329,323	2,963,904				3,293,227

Bell House Valve Replacement

Project No: W-85**Category:** Water**Project Location:** APN 021-420-019**Responsible Department:**

PROJECT PURPOSE & DESCRIPTION: Required by the Division of Safety of Dams (DSOD), replacement is necessary for emergency operation. In the event of an emergency and by order of DSOD that we release water from the reservoir, there is significant risk that the City would not be able to close the valve and stop the water, resulting in draining all of Bell Canyon.

NOTES: Project to be bid at same time as intake tower. Estimated bid FY 22 with Construction in FY 22 5/17/22 - PW Update - priority project

*\$49,029.88 is shown in Project Management; however, those costs were incurred prior to FY 13 and are shown as recorded labor in Springbrook. The previous costs are not included in the new budget.

FY24 - included in GO Bond for \$620k total

- W-85 Bell House Valve Replacement (\$470k) - Tranche 2 (FY27)
- W18-120 Bell Canyon Phreatic Surface Monitoring (\$100k) - Tranche 1 (FY24)
- W-108 Lower Reservoir Rehab (\$50k) - Tranche 2 (FY27)

EXPENDITURE ACCOUNTS:

Fund: 763 **Dept:** 5030

EXPENDITURES								PROJECT TOTAL
	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	
3110 - Design						20,000		20,000
3150 - Construction Management						10,000		10,000
3160 - Construction Contract						400,000		400,000
3170 - Contingency						40,000		40,000
EXPENDITURE TOTALS						470,000		470,000
FUNDING SOURCES								
420-Go Bonds						470,000		470,000
763-Water Capital Improvement								0
763-Water Capital Improvement - Debt								0
764-Water Impact Fees								0
FUNDING TOTALS						470,000		470,000



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	June 11, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed approval of a Resolution approving the annexation of the property known as 2126 Madrona Avenue, St. Helena, CA (APN 009-470-010), in the St. Helena Municipal Sewer District No. 1, MSD Annexation No 149.
RECOMMENDED ACTION:	It is recommended the City Council adopt a Resolution approving the annexation of the territory into the St Helena Municipal Sewer District No. 1 MSD.
PREVIOUS COUNCIL ACTION:	City Council approved Resolution 2024-48 on April 23, 2024, requesting to set a public hearing for June 11, 2024, to consider objections to the proposed annexations as required by state law.
STATEMENT OF THE PURPOSE:	Commence a public hearing to consider objections to the proposed annexations into the St. Helena Municipal Sewer District No. 1. Consideration and approval of a Resolution approving proposed annexation if the proposed annexation is found to be beneficial to the property.
FINANCIAL IMPACT:	None.

BACKGROUND:

Any property that wishes to connect and utilize the sanitary sewer system in the City of St. Helena must be annexed into the Municipal Sewer District No. 1. All applications for annexations shall be approved by the City Council pursuant to the requirements of state law (SHMC § 13.20.040). State law details the requirements in Health and Safety Code Section 4600. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer. The process for a property to be annexed requires that a resolution be adopted ordering a public hearing by an affirmative vote of at least two-thirds of all the members of the City Council (HSC § 4643). The resolution is required to contain the following information and finding:

- (a) Describe the boundaries of the territory proposed to be annexed.
- (b) Designate the proposed annexation by an appropriate number.
- (c) Declare that the area to be annexed to the district will be benefited by such annexation.

(d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

Once adopted, the resolution, together with the names of the members of the City Council voting for and against it, must be published for two successive weeks in a newspaper of general circulation and published in the City. The first publication shall not be more than 60 days nor less than 30 days prior to the date fixed for the hearing.

At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District which will require at least four affirmative votes. Upon a determination by the Council that the Property will be benefited by the annexation; certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. Upon recordation of the resolution, the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District.

If the City Council approves the resolution following the public hearing on June 11th, 2024, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees and obtain required permits.

DISCUSSION:

The public hearing notice to consider objections to the proposed annexation on June 11, 2024, was first published April 30, 2024, and the second on May 7, 2024. Additionally, notices of the public hearing and the Resolution were distributed within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing.

At the time established for the hearing, City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a Resolution approving the annexation of the property in the District, which will require at least four affirmative votes. Upon a determination by the Council that the property will be benefited by the annexation, certified copies of the Resolution will then be recorded (HSC § 4613). Upon recordation of the Resolution the property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District (HSC § 4648).

City Council is requested to consider the annexation from the following party in the District:

2126 Madrina Avenue, St. Helena, CA (APN 009-470-010) applied to be annexed into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 149.

The location map for the property is attached. Staff request City Council to consider the applicant's annexation request and consider a Resolution approved the annexation. If the City Council approves the Resolution following the hearing, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. The property will then become eligible to connect to the City's sanitary sewer system.

ENVIRONMENTAL REVIEW:

Properties that are annexed into the District and connect to the sanitary sewer system will be required to abandon existing septic systems in accordance with Napa County Environmental Health Services.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution](#)

[Exhibit A](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

**CONSIDERATION AND PROPOSED APPROVAL OF A RESOLUTION APPROVING THE
ANNEXATION OF THE PROPERTY KNOWN AS 2126 MADRONA AVENUE, ST. HELENA,
CA (APN 009-470-010), IN THE ST. HELENA MUNICIPAL SEWER DISTRICT NO. 1,
ANNEXATION NO. 149.**

RECITALS

- A. The property at 2126 Madrona Avenue, St. Helena, CA (APN 009-470-010), will benefit from annexation into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 149; and
- B. A public hearing regarding this proposed annexation was ordered on April 23, 2024 and held on June 11, 2024, at a regular meeting of the City Council of the City of St. Helena; and
- C. All annexation fees have been paid; and
- D. The City has complied with all laws applicable to these annexation proceedings, including without limitation Health & Safety Code Section 4641.

RESOLUTION

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

- 1. The territory described in the attached Exhibit A, commonly known as 2126 Madrona Avenue, St. Helena, CA (APN 009-470-010), is hereby ordered annexed.
- 2. The City Clerk shall cause a certified copy of this Resolution to be recorded with the official records of the County of Napa, pursuant to section 4647 of the Health & Safety Code.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 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:

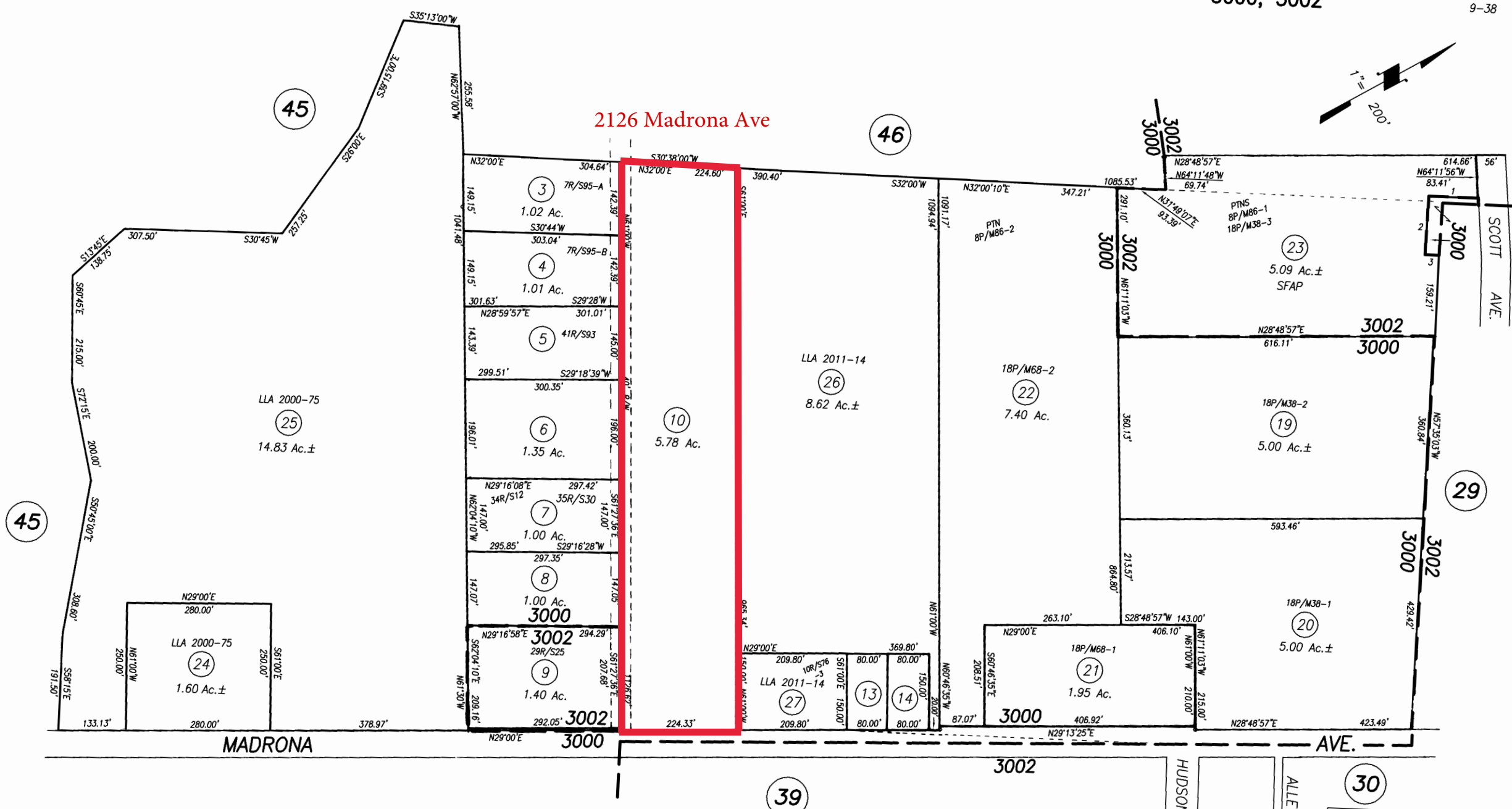
Paul Jamison Dohring, Mayor

Cindy Tzafoopoulos, City Clerk

COUNTY ASSESSOR'S PARCEL MAP
PTN. RANCHO CARNE HUMANA

Tax Area Code
3000, 3002

9-47
9-38



NOTE: This Map Was Prepared For
Assessment Purposes Only , No
Liability Is Assumed For The
Accuracy Of The Data Delineated
Hereon.

1.	S31°52'00"W	95.22'
2.	S57°35'03"E	119.22'
3.	N28°22'40"E	20.05'

6-3-94	
470-24 & 25 LLA	6-14-01
470-07 RS	8-1-01
470-07 RS	2-25-03
470-26 & 27 LLA	7-8-11
470-05 RS	11-28-12
REVISION	DATE

9-47



City Council
June 11, 2024
Agenda Item ---
Public Hearing – Sewer Annexation
2126 Madrona Ave

Joe Leach, PE, Director of Public Works



Scope of Action

- Public Hearing for the purposes of annexing parcels into the St Helena Municipal Sewer District No. 1.
- Consistent with St Helena Municipal Code 13.20.040
- Once approved, filing with Napa County and State Board of Equalization
- Initial step to connect to sewer system
 - applicants responsible for all connection costs
 - may be eligible for reimbursement for mainline extension
 - may be required to reimburse another property owner for previous mainline extension.

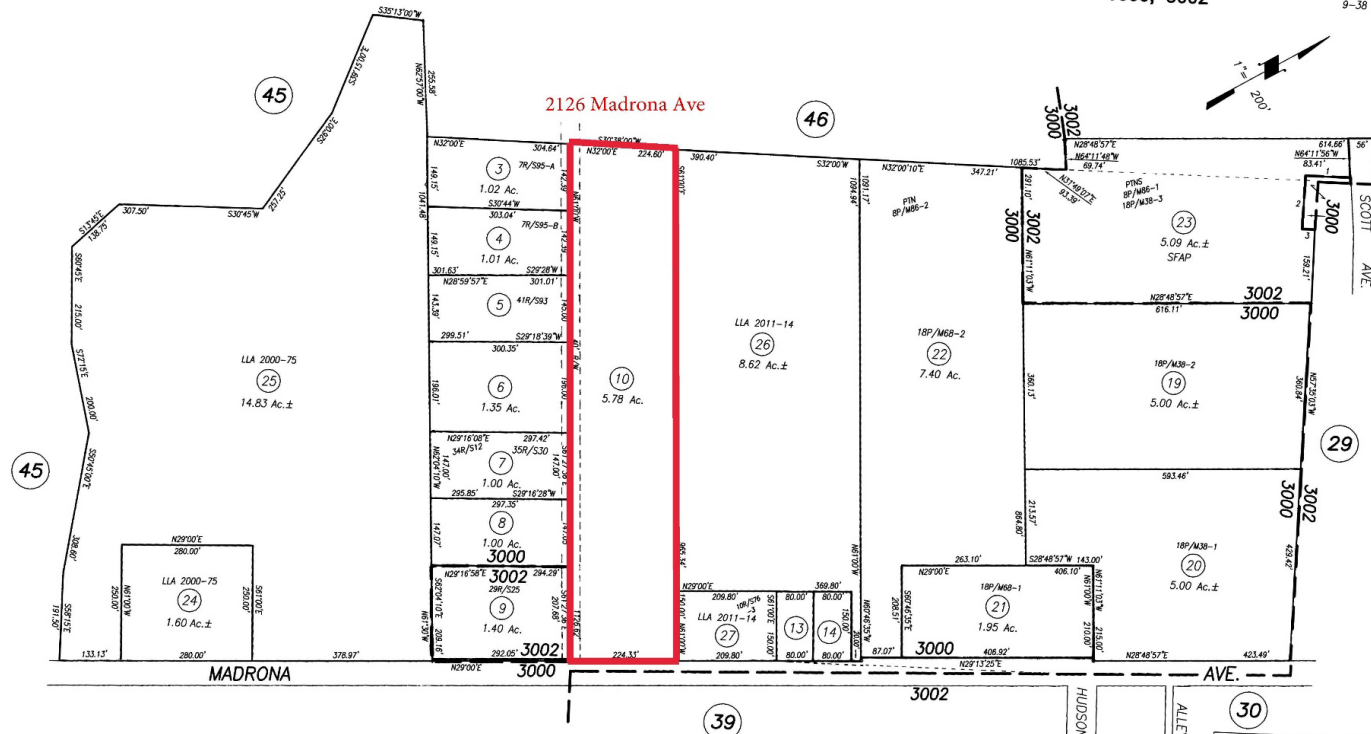


2126 Madrona Avenue

COUNTY ASSESSOR'S PARCEL MAP
PTN. RANCHO CARNE HUMANA

Tax Area Code
3000, 3002

9-47
9-38



NOTE: This Map Was Prepared For
Assessment Purposes Only, No
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Hereon.

1	S31°30'00"W	95.22'
2	S52°35'00"E	179.22'
3	N28°27'40"E	20.05'

	6-3-94
470-24 & 25 LLA	6-14-01
470-07 RS	8-1-01
470-07 RS	2-25-03
470-26 & 27 LLA	7-8-11
470-05 RS	11-28-12
REVISION	DATE

9-47



Recommended Action

Adopt Resolution of the City Council of the City of St. Helena to approve the annexation of the property known as:

- 2126 Madrona Avenue, St. Helena, CA (APN 009-470-010), in the St. Helena Municipal Sewer District No. 1, MSD Annexation No 149.



Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	June 11, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration of: (1) A resolution of the City Council of the City of St. Helena, California, submitting to the qualified voters of the City a proposed city charter to authorize the City of St. Helena to enact a real property transfer tax and similar tax and assessment mechanisms beyond that provided by state law; at a general municipal election to be consolidated with the statewide general election to be held November 5, 2024; directing the City attorney to prepare an impartial analysis of the proposed charter and providing for the filing of primary and rebuttal arguments and setting rules for the filing of written arguments regarding the proposed charter; and (2) A resolution of the City Council of the City of St. Helena, California calling for the placement of a general tax measure on the November 5, 2024 general municipal election ballot for the submission to the qualified voters of a proposed supplemental real property transfer tax; requesting the County of Napa to consolidate said election with the statewide general election of even date; and setting rules and deadlines for arguments and rebuttals for and against the measure.
RECOMMENDED ACTION:	Approve the attached Resolutions.
PREVIOUS COUNCIL ACTION:	• February 28, 2023 - BakerTilly Report • May 23, 2023 - Report to City Council on Potential Revenue Options • October 10, 2023 - Presentation on GO Bond Opinion Research • February 27, 2024 - Real Property Transfer Tax Recommended Structures and Council Direction • March 12, 2024 - Draft City Charter Language to City Council • April 9, 2024 - 1st Public Hearing Charter City

	• May 14, 2024 - 2nd Public Hearing Charter City • May 14, 2024 - Presentation on Real Property Transfer Tax and Charter City Opinion Research and Council direction.
STATEMENT OF THE PURPOSE:	Adopt Resolutions placing the Charter City and Real Property Transfer Tax Measures on the November 5, 2024 Ballot.
FINANCIAL IMPACT:	If a proposed charter and real property transfer tax is placed on the November 2024 ballot, the City Clerk estimates a cost of \$60,000 in addition to the approximate \$5,000 for informational items. Funding for elections has been included in the adopted budget.

BACKGROUND:

Recognizing the deterioration of the City's assets and the need to provide better services to the community, City Council set in motion a series of studies, working committees, and reports to categorize assets, provide cost estimates for replacement/repair, and develop funding strategies for the replacement/repair of assets/infrastructure. These efforts were consistent with the following City Council Goals:

- *Goal 1 – Strengthen Financial Sustainability,*
- *Goal 2 – Improve Infrastructure and Environmental Sustainability,*
- *Goal 5 – Enhance Quality of Life,*
- *Goal 8 – Implement Capital Improvement Plans*

Based on the series of studies, working committees, and reports, in Fall 2022, the City developed a comprehensive needs list which shows there is an estimated \$155 million in Capital Improvement Plan (CIP) projects identified over the next 20-years in Streets, Storm-drain, Water, Wastewater, and Civic facilities.

Similar to infrastructure, there has been underfunding over several years as it relates to City staffing which has resulted in reduced staffing and compensation being below market. The reduced level of staff has resulted in the inability of staff to complete projects in a timely fashion, high employee turnover and low staff morale, and delays in responding to customer calls/service requests. These issues contributed to vacancy rates as high as 20% in 2023. The high level of vacancies coupled with high turnover in key positions such as City Manager and Director of Public Works, also contributed to delays and other detrimental impacts on policy formulation, organizational effectiveness, and city operations.

While monetary compensation is a factor, another challenge includes right sizing the organization to provide excellent customer service and having the appropriately skilled staff in place to accomplish City council directed goals and accumulated workplan.

Taking both the CIP and staffing into consideration, as noted in the February 28, 2023, report by Baker Tilly to the City Council, there is an estimated General Fund annual deficit of \$6.9 million. This report included an updated Long Range Financial Forecast (LRFF) which provided financial projections and warned about the need to increase revenues and/or further adjust service levels. The presentation provided several ways of dealing with the financial situation including reducing expenditures, engaging more aggressively in shared services, and increasing various types of fees and taxes. The key conclusion was that if community expectations are to be met, simply addressing the fiscal gap by only reducing expenditures will not work in the long run and new revenue stream(s) would need to be considered.

As a follow-up to the February 28, 2023, Council meeting, on May 23, 2023, a report was brought to Council that further discussed each of the revenue options and City Council directed to staff to explore the feasibility of a General Obligation Bond, a Real Property Transfer Tax, and other revenue enhancement options as needed.

While there is a demonstrated need for additional revenues, City Council and staff also recognize that the City can be more efficient and effective in operations to ensure we are using our current resources wisely and we are providing service to the community. In working towards fulfilling the City Council's Goals listed above and City Council *Goal 7 – Enhance Organizational Effectiveness*, several initiatives have been identified and are in progress or already completed. Initiatives include, but are not limited to:

Increased Use of Technology. Purpose: To be more efficient and transparent

What	Objective	Status
NeoGov Human Resources	To streamline recruiting, hiring, and onboarding process. The objective is to help the City attract, retain, develop, manage, and protect top talent.	Completed.
Capital Improvement Program Progress Update	An online tool has been developed to help the public track the status of CIP projects including project timeline and expenditures.	Completed. August 2023
GrapeVine	System to report and track non-emergency related items such as potholes. All items reported are logged, tracked, and provide notification when the reported item has been completed. Provides accountability and transparency for outstanding issues as well as allows staff to property track work completed.	Completed. December 2023
New City Website	Updated software platform allowing for additional capabilities and integrations. Updated design showcases the City as	Completed. February 2024

What	Objective	Status
	a world-class community and destination. The new site it is easier for staff to update which provide up-to-date information, is easier for website visitors to navigate, and is ADA compliant.	
Civic Rec New Registration Software Parks & Recreation	To provide the best user experience for members of the public as they register for Parks & Recreation activities. This will replace the old software which has limited capabilities. The new platform is more intuitive for both the administrator as well as the end user.	Completed. Spring 2024
RFID Tags Library	To better serve library patrons when checking out, this technology allows self-checkout machines to read an entire stack of items in one pass instead of reading every barcode individually. This removes the manual burden from encoding, providing 100% keyless data entry that results in higher accuracy.	Process started in January 2024 and is anticipated to be done by May 2024.
Laserfiche	Designated Laserfiche as a “Trusted System” and the repositories for the management of City records and the automation of retention requirements. This allows staff to convert paper records for storage electronically. This will be an ongoing process for digital conversion; however, records will be easier to access.	In progress.
Online Permitting Building/Planning	Allow for increased efficiency by allowing for a more streamlined and efficient process for both the City, citizens, and business community. The new software will allow for easy online electronic payments.	In progress. Estimated launch 18-24 months

Exploration of Shared Services/Department Analysis

What	Objective	Status
Fire Department	Conduct an operational and administrative analysis for the fire department including a review of department operations, structure, work	In progress.

What	Objective	Status
	schedule, training, performance measures, and a review of alternative service delivery model options.	
Creation of a new department which will house both Library & Parks and Recreation and includes Arts & Culture and Communications	With the retirement of the Library Director, a new department was created under the banner of Community Services which house the Library, Parks and Recreation, Arts & Culture, and Communications.	Completed.
Dispatch Services	The move of City Hall and the Police Department to 1088 College Avenue required the City to find temporary dispatch space as NVC campus does not have redundant power. The City's dispatch is sharing space with the City of Calistoga.	Completed.

Exploration of Other Revenue Options

The February 28, 2023, BakerTilly report presented several revenue options for Council consideration including, but not limited to,: increase Transient Occupancy Rate (TOT), establish a parks maintenance district, increase local sales tax, implement a utility user tax, implement a library parcel tax, update business license tax, sell surplus property, and implement a real property transfer tax (Attachment 1). Through much Council discussion and deliberation, the City Council provided direction to staff to move forward with and/or further analyze several options. These options are noted below.

What	Objective	Status
GO Bond	Raise additional funds for repair/replacement of streets, bridges, and downtown sidewalk project.	Not moving forward
User Fees	Updated the City's Master User Fee schedule. This included 56 new fees, 98 fee increases, 29 fee decreases, and 191 fees which did not change.	Completed. October 2023
Impact Fees	The majority of the impact fees were reduced. It is anticipated the reduction in Impact fees will create a more business friendly climate to generate more revenue from business activity.	Completed. November 2023
Grants	The City actively pursues grants to reduce the burden on the General Fund.	Active Grants 21 grants totaling

What	Objective	Status
	The City has been successful in securing grant funding; however, it should be noted that a majority of grants are aimed at disadvantaged communities, which St. Helena is not.	\$7.6m <u>Pending Grants</u> 3 grants totaling \$1.2m <u>Closed Out Grants</u> 2 grants totaling \$225k
Surplus Property 1480 Main St. 1572 Railroad Ave.	Declared two City-owned properties as surplus though the Surplus Land Act (SLA) for sale and possible development of affordable housing and/or other economic activities.	In Progress. First step for declaration occurred in November 2023.
Develop Real Estate Strategies	The City is working to develop real estate strategies and asset management including economic development tools, potential public/private partnership transactions, and analysis of community benefits to allow the City Council and Community make the best decision regarding future City properties and uses.	In Progress.
Establish a Real Property Transfer Tax/Charter City	The City is currently in the process of placing these two measures on the ballot as it is the tax measure with the least ongoing impact.	In Progress.

Other Miscellaneous Efficiencies

What	Objective	Status
Process Improvements	To continually look at the current processes and identify areas which can be improved to be more efficient, effective, and more customer service focused.	Ongoing.
Excellence in Customer Service Initiative	Launched in 2023, this initiative established 21 distinct objectives which have been divided into three distinct categories: (1) efficiencies, (2) staff development, training, and collaboration, and (3) outreach and education. The purpose of this initiative is to deliver more effective and efficient services to the community.	In Progress.
Permit Sale	Launched an "Energy Friendly Permit	Completed.

What	Objective	Status
	Sale” to encourage the switch to energy efficiency and lower the carbon footprint of buildings through water conservation and heat-pump technology as a means of achieving its GHG reduction goals.	April 2023
Increased Accountability	To increase accountability the City is implementing better performance management tools such as pay for performance and revised performance appraisals.	Completed.
2-year Budget Cycle	To improve efficiency of the budget process.	Completed. May 2023

For a full list of City Council Goals and the associated objectives, please visit the following link on the City’s website: [City Council Goals and Staff Workplan](#).

Following City Council direction on May 23, 2023, staff has been exploring the feasibility of a General Obligation Bond, a Real Property Transfer Tax, and other revenue enhance options as needed.

The following has occurred since the initial BakerTilly report in February 2023.

- (1) Staff continues to refine the comprehensive needs list in the following ways:
- Applying escalators to the initial estimates for CIP projects based on the various reports.
 - Identifying and prioritizing staffing needs to accomplish City Council goals and meet community expectations.
 - Review of key City documents including ADA Transition Plan, General Plan, PTAP Report and staff input to update the comprehensive needs list. Once refined, the 20-year unfunded needs list grows to just shy of \$250 million, with approximately \$200 million being ongoing costs. This equates to an approximate \$10 million shortfall annually.
- (2) Adoption and adjustments of and to the FY 2024 and FY 2025 adopted budgets which both requires a use of reserves as follows:
- FY 2024 - \$2.9 million
 - FY 2025 - \$2.8 million

On October 10, 2023, the City Council received a presentation of opinion research related to the consideration of a March 2024 General Obligation Bond (GO Bond) as a revenue-generating local ballot measure. Based on polling, the City Council directed staff to not move forward with the GO Bond and continue to move forward with exploring the feasibility of a Real Property Transfer Tax for the November 2024 Ballot.

As noted elsewhere in this report, the City is facing real financial challenges with significant use of General Fund reserves in FY 2024 and FY 2025. The City is fortunate to have reserves because of a very conservative budget posture in previous years, which came at a price. The current cash balance is due to decades of intentionally keeping the current staffing, service model, and expenditures low in order to present a balanced budget for adoption. The lower expenditures results in lower staffing levels, uncompetitive compensation, vacancies, lack of investment in technology, reduced parks maintenance, and deterioration of other City infrastructure and facilities. There are also significant long-term challenges to address including unfunded needs consistent with Council Goals and community expectations.

Over the past year, the City has been making progress on moving forward with projects. This progress is only being made because we are utilizing reserves; however, this is not sustainable as noted in the February 2023 BakerTilly report. The City's cash balance will quickly be depleted without additional revenue sources. Because of this, staff and City Council have been working towards a solution to fill the funding gap and recognizes it will not be accomplished through just one method and must be a multi-pronged approach. Such an approach will need to include implementing greater efficiencies, approve new taxes, and encourage, approve, and allow new development (including hotels).

In exploring tax options, the Real Property Transfer Tax (RPTT) is considered a viable source of steady revenues with the least overall impact with the highest most reasonable amount of revenue potential compared to the other options. The RPTT was also preferred above increasing business license tax and increasing sales tax according to a 2020 community survey. The RPTT is one of eight revenue strategies presented by BakerTilly. While other strategies were considered, the RPTT allows for the ongoing revenues, will only be collected on sales of real property in the City (which averages 115 sales per calendar year), is a general tax, and has many options to consider depending on the target revenue amount.

Following City Council direction on October 10, 2023, staff has been exploring the feasibility of a RPTT for the November 2024 ballot. There are two components to implementation of a RPTT:

1. St. Helena must become a Charter City, and
2. St. Helena must pass a RPTT.

Both require a simple majority of the votes at a general election and are both discussed below.

Charter City

The City of St. Helena is currently a General Law city. This means that the City is bound by the State of California's general law. Becoming a Charter City will allow the City to

have supreme authority over “municipal affairs” which includes the legal authority to enact a real estate transfer tax measure.

Staff worked with the City Council Ad Hoc Committee composed of Vice Mayor Hall and Council Member Summers to develop Charter City language that was presented and approved to and by City Council at its meeting on March 12, 2024.

While becoming a Charter City can be complicated, the recommendation, supported by an independent citizens committee, and the City Council is to bring to the voters a simple charter which would allow for the legal authority to enact a RPTT (by approval of the voters) and follow the General Law of the State of California in all other matters.

On [March 12, 2024](#), City Council directed staff to proceed with the recommended limited and "simple" charter and further directed staff to schedule two public hearings regarding a Charter City proposal.

On [April 9, 2024](#), City Council conducted the first noticed public hearing fulfilling the requirements of the California Government Code Section 33458(b) for a first public hearing to consider a city charter.

On [May 14, 2024](#), City Council conducted the second noticed public hearing fulfilling the same California Government Code Section requirements as listed above.

Real Property Transfer Tax (RPTT)

A transfer tax is defined as, “taxes imposed on the transfer of title of real property.” Put simply, when the title of a property – the document that entitles you to legal ownership of that property – is transferred to another party, the government levies a tax on that transfer. Sellers are ultimately responsible for the payment of the tax; however, it is not uncommon to see an agreement between the seller and buyer to split the costs.

Starting in December 2023, staff worked with a citizen's group to provide a recommendation to Council on a RPTT structure. The citizens who met were from diverse backgrounds, had differing opinions, and spent a lot of time understanding the issues at hand, researching and educating themselves on the financial condition and RPTT, and meeting as a group to make a recommendation. This group engaged in healthy dialog, asked for and reviewed 18 different tax amounts, deliberated on various other tax structure related items, and, while not unanimous, came to a consensus on six recommendations that were presented to City Council on [February 27, 2024](#). The six recommendations are as follows:

1. The general consensus was that while they did not like the idea of a tax, the City is in need of additional revenues to meet community expectations
2. Target Revenue Amount - \$7 million annually
3. Exemption - all properties which sell for under \$1 million will be exempt from this additional tax.

4. Tax Structure - while only one structure will be presented on the ballot, the committee narrowed it down to two structures for Council consideration: (a) Flat Tax of 2.5% and (b) Graduated tax between 2% and 3% dependent on the sale amount.
5. Duration of Tax - recommendation is to poll two scenarios to see if there is a difference in support for a sunset or have the tax remain until ended by voters.
6. Citizen Oversight Committee - while this is a general tax and the use would be for any general purpose, the group recommended a citizen oversight committee be included as part of the RPTT.

As mentioned earlier, the decisions were not unanimous, but do reflect the majority of the citizens group. I do want to thank the 15+ community members who spent a lot of time meeting, researching, and discussing the best path to move forward. While talking about new taxes is not easy, or preferred, this group grappled with the need and provided recommendations to move forward.

In reviewing the recommendations of the citizens' committee, staff agreed with most recommendations, with the exception of the two items below:

Sunset vs. no Sunset – Staff recommended the City Council poll having a sunset and no sunset date, if polling did not reveal a significant difference staff recommended the measure stay in place until ended by voters.

Citizen Oversight Committee – While staff recognizes the importance of an oversight committee, this is a general tax that flows into the General Fund. It would be difficult to determine how this type of committee would function. Typically, Citizen Oversight Committees are used when special taxes are enacted to ensure funds are only spent on the specific purposes defined in the ballot measure.

At this meeting City Council reviewed the recommendations of the citizens committee and staff and directed to conduct opinion research on the following:

1. Tax Structure: Flat tax of 2.5% on total sales price over \$1 million resulting in an estimated annual revenue of \$6.5 million.
2. Tax Structure: Graduated tax of 1.5% on sales prices for property between \$1 - \$5 million, and 3% tax on total sales price over \$5 million resulting in an estimated annual revenue of \$5.3 million.
3. Tax Sunset: Tax sunset of 8 years or tax in place until ended by voters.

On [May 14, 2024](#), opinion research results were provided to City Council with both the Charter City and RPTT polling above the required majority threshold. Based on the results of the survey, City Council directed staff to move forward with placing a RPTT on the November 2024 ballot with a graduated rate structure until ended by voters. The structure being a Graduated tax of 1.5% on sales prices for property between \$1 - \$5

million, and 3% tax on total sales price over \$5 million resulting in an estimated annual revenue of \$5.3 million.

Purpose of Additional Revenues

While the RPTT is a general tax, meaning it will be placed in the General Fund for general purposes, it is a much-needed revenue stream that will allow the City to fulfill City Council goals and meet community expectations. The City Council's current goals place priorities in several key areas including, but not limited to strengthening the City's financial sustainability, improving infrastructure, increase quality of life in St. Helena, enhance organizational effectiveness, and implement capital improvement plans. These priorities were further confirmed by the opinion research done in October 2023 as well as through the City's Flash Vote which sites the local economy, the condition of the roads, downtown sidewalks and infrastructure are rated the top problems facing the City.

Based on the City Council goals, and feedback from the community, it is anticipated that additional revenues would be used on some of the following:

1. Fast-track road and sidewalk projects,
2. Properly Maintain public spaces including parks,
3. Properly maintain civic buildings,
4. Provide timely assistance and response to community requests,
5. Better enforcement of traffic laws,
6. Reduce reliance on consultants to replace regular employees, and
7. CIP projects (including water and wastewater) being delivered and being delivered on-time.

DISCUSSION:

Based on the culmination of analysis and City Council direction over the past year, the item before Council is the adoption of two separate resolutions for the following:

1. **Resolution 1: Charter City** (Attachment 1): calling for the placement of a proposed city charter on the November 5, 2024 general municipal election ballot for the submission to the qualified voters of a proposed city charter to authorize the City of St. Helena to enact a real property transfer tax and similar tax and assessment mechanisms beyond that provided by state law; requesting the County of Napa to consolidate said election with the statewide general election of even date; and setting the rules and deadlines for arguments and rebuttals for and against the measure.
2. **Resolution 2: Real Property Transfer Tax** (Attachment 2): calling for the placement of a general tax measure on the November 5, 2024 general municipal election ballot for the submission to the qualified voters of a proposed supplemental real property transfer tax; requesting the County of Napa to consolidate said election with the statewide general election of even date; and setting the rules and deadlines for arguments and rebuttals for and against the measure.

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:

[Attachment 1 - ST HELENA CHARTER - Resolution](#)

[Attachment 2 - ST HELENA RPTT - Resolution](#)

[Attachment 3 - 02.28.23 Baker Tilly Long Range Financial Plan](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSED CITY CHARTER TO AUTHORIZE THE CITY OF ST. HELENA TO ENACT A REAL PROPERTY TRANSFER TAX AND SIMILAR TAX AND ASSESSMENT MECHANISMS BEYOND THAT PROVIDED BY STATE LAW; AT A GENERAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD NOVEMBER 5, 2024; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE PROPOSED CHARTER AND PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING THE PROPOSED CHARTER

WHEREAS, the City of St. Helena is currently a general law city, meaning that it possesses only that authority granted to it by general State law; and

WHEREAS, pursuant to California Revenue and Taxation Code sections 11901 et. seq., a general law city is authorized to impose a documentary transfer tax of up to 27.5¢ per \$500 of the sales price for any transfer of real property within the City with a sales price over \$100, subject to certain conditions and exemptions; and

WHEREAS, pursuant to St. Helena Municipal Code, chapter 3.20, the City has imposed a real property transfer tax (equivalent to a documentary transfer tax) since 1967 at the rate of 27.5¢ per \$500 of the real estate sales price; and

WHEREAS, on November 4, 1986, California voters approved Proposition 62, a Statewide initiative statute intended to limit and regulate local taxation; and

WHEREAS, a provision within Proposition 62, Government Code section 53725, states: "No local government or district may impose any transaction tax or sales tax on the sale of real property within the city, county or district"; and

WHEREAS, St. Helena may continue to impose the real property transfer tax currently in effect in St. Helena Municipal Code chapter 3.20 because it predates Proposition 62; and

WHEREAS, further, in the decision of *Fielder v. City of Los Angeles*, (1993) 15 Cal. App. 4th 137, the California Court of Appeal held that this prohibition in Proposition 62 does not apply to charter cities and, therefore, charter cities may enact real property transfer taxes beyond the 27.5¢ per \$500 maximum set forth in California Revenue and Taxation Code sections 11901 et. seq., provided the charter city secures appropriate voter approval of the increased real property transfer tax; and

WHEREAS, as a result, St. Helena, as a current general city, does not have the legal authority to enact a real property transfer tax beyond that already imposed under

St. Helena Municipal Code chapter 3.20, however, it would be authorized to do so if it became a charter city; and

WHEREAS, pursuant to authority provided by California Constitution, Article XI, Section 3, California Government Code Sections 34450 et. seq. and California Elections Code Sections 1415 and 9255, the City Council of the City of St. Helena desires to submit to the voters a proposed limited City Charter that would authorize the City of St. Helena to enact real property transfer taxes and similar tax and assessment mechanisms beyond those provided by State law, subject to applicable voter approval, but that the City would otherwise remain subject to the general laws of the State of California, as more specifically set forth therein (the “Charter Proposal” or “Measure”); and

WHEREAS, California Constitution, Article XI, Section 3, requires that any charter proposal be approved by a majority of City voters voting at an election called for that purpose; and

WHEREAS, pursuant to California Government Code Section 34458(b), the City Council held a duly noticed public hearing on April 9, 2024 and a second duly noticed public hearing on May 14, 2024 to hear public comment and testimony and to consider the Charter Proposal, with the first and second public hearing(s) being held at 6:00 p.m., outside normal City business hours; and

WHEREAS, pursuant to California Government Code Section 34458(b), this resolution is being adopted at a City Council meeting which is at least twenty-one (21) calendar days after the second public hearing referenced above; and

WHEREAS, pursuant to California Elections Code sections 1415 and 9255, the City Council is authorized by statute to submit the Charter Proposal to the voters at the General Municipal Election to be held on November 5, 2024; and

WHEREAS, the City Council desires to consolidate the General Municipal Election for the Charter Proposal described herein with the Statewide General Election to be held on November 5, 2024; and

WHEREAS, the City Council further desires to set deadlines and rules for primary and rebuttal arguments for and against the Charter Proposal.

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

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

SECTION 2. Submission of Charter Proposal. The City Council of the City, pursuant to its right and authority as contained in California Constitution Article XI, Section 3, California Government Code, Sections 34450 et. seq., and California

Elections Code, Sections 1415 and 9255, and any other applicable requirements of the laws of the State of California relating to general law cities, hereby calls and orders to be held a General Municipal Election in the City of St. Helena to be consolidated with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of submitting to a vote of the qualified electors of the City of St. Helena the following Charter Proposal:

“To enhance local control over funding essential City services and generate funds that must stay local, shall the City of St. Helena Charter be adopted to establish St. Helena as a charter city with the ability to adopt local funding measures subject to voter approval, such as an increased real property transfer tax that could fund needed infrastructure improvements and public safety services throughout the City?”	YES
	NO

SECTION 3. Text of Charter Proposal. The text of the Charter Proposal to be submitted to the voters is attached hereto as Exhibit “A” and incorporated herein by this reference.

SECTION 4. Election Procedures.

- A. Request for Consolidation. Pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Napa is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of submitting to the voters the Charter Proposal.
- B. Necessary Steps. The Board of Supervisors is requested to issue instructions to the Napa County Registrar of Voters/Elections Official to take any and all steps necessary for the holding of the consolidated election.
- C. Canvass of Returns. The Napa County Registrar of Voters/Elections Official is authorized to canvass the returns and perform all other proceedings incidental to and connected with the General Municipal Election for the Charter Proposal. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to California Elections Code Sections 10403 and 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.
- D. Costs. The City Council determines and declares that the City will pay to the County the reasonable and actual expenses incurred by the County by the consolidation of the General Municipal Election with the Statewide General Election. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.
- E. Form of Ballot. The ballots to be used at the election shall be in the form and

content as required by law.

- F. City Clerk Authorized to Coordinate with County. The City Clerk is authorized, instructed and directed, in coordination with the Napa County Registrar of Voters/Elections Official, to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- G. Opening and Operation of Polls, Vote Centers, Etc. The polls, vote centers and/or vote-by-mail drop-off boxes shall be open and the procedures for submitting votes-by-mail or votes at polls and vote centers shall be in accordance with those times and procedures established by the County of Napa, except as otherwise provided in the Elections Code of the State of California.
- H. Election to Follow Applicable Law. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.
- I. Notice of Election. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- J. Tallying of Ballots. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.
- K. Receipt of Election Results. The City Clerk of the City of St. Helena shall receive the canvass as it pertains to the election on the Charter Proposal measure, and shall certify the results to the City Council, as required by law.

SECTION 5. Direct Arguments and City Attorney's Impartial Analysis.

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above Charter Proposal, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Charter Proposal, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including **August 16, 2024, 2024 at 5:00 p.m.** after which no arguments for or against the Charter Proposal may be submitted to the City Clerk. Arguments in favor of or against the Charter Proposal shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who

is the author of the argument.

- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the Charter Proposal to the City Attorney. The City Attorney shall prepare an impartial analysis of the Charter Proposal, not to exceed 500 words in length, showing the effect of the Charter Proposal on the existing law and the operation of the Charter Proposal. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the Charter Proposal as provided by law. The Impartial Analysis shall be filed with the City Clerk by **August 9, 2024 at 5:00 p.m.** The impartial analysis shall include a statement indicating whether the Charter Proposal was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Charter Proposal is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the Impartial Analysis, in no less than 10-font bold type, the following: **“The above statement is an Impartial Analysis of Charter Proposal/Measure “_____”. If you desire a copy of the Charter Proposal/Measure, please call the election official’s office at (707) 968-2742 and a copy will be mailed at no cost to you.”**
- D. The provisions herein shall apply only to the election to be held on November 5, 2024.

SECTION 6. Rebuttals.

- A. That pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the Charter Proposal which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the Charter Proposal to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than **August 23, 2024, at 5:00 p.m.** Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.
- B. The provisions herein shall apply only to the election to be held on November 5, 2024.

SECTION 7. Placement on the Ballot. The full text of the Charter Proposal [shall] be printed in the voter information guide, and a statement shall be printed in the

ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of this Charter Proposal/Measure, at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Charter Proposal attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Napa County and to the Registrar of Voters/Elections Official of Napa County.

SECTION 9. Public Examination. Pursuant to California Elections Code section 9295, this Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The City Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that this Resolution and the Charter Proposal relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a "project" within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

APPROVED and **ADOPTED** by the City Council and attested by the City Clerk this 11th day of June, 2024.

Paul Jamison Dohring, Mayor
City of St. Helena

Attest:

Cindy Tzafoopoulos, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF NAPA) ss
CITY OF ST. HELENA)

I HEREBY CERTIFY that this resolution was ADOPTED and PASSED at a regular meeting of the City Council of the City of St. Helena held on the 11th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Cindy Tzaopoulos, City Clerk

EXHIBIT "A"

CHARTER PROPOSAL/MEASURE "___"

THE PEOPLE OF THE CITY OF ST. HELENA DO HEREBY ADOPT A CITY CHARTER FOR THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. Text of Charter Proposal. Subject to the approval of a majority of the voters of the City of St. Helena at the scheduled election so designated by City Council resolution placing the proposal on the ballot for such election, the voters of the City of St. Helena hereby adopt a City Charter to read as follows:

"

CITY OF ST. HELENA CHARTER

ARTICLE I

NAME AND BOUNDARIES

100. Name and Boundaries

The municipal corporation now existing and known as the City of St. Helena, hereafter referred to as "the City," shall remain and continue to be a municipal body corporate and politic, as at present, in name, in fact, and in law. The boundaries of the City shall be as established at the time this Charter takes effect, or as they may be changed thereafter in the manner authorized by law.

ARTICLE II

POWERS OF CITY

200. Exercise of Constitutional Power of Local Taxation and Assessment

The City of St. Helena adopts this Charter to exercise all constitutional powers conferred on charter cities under Article XI sections 3 and 5 of the California Constitution with respect to municipal affairs in relation to local taxes, issuance of bonds and other financings secured by local taxes, and assessment, including a system for the imposition, levy and collection of a such tax or assessment. In the event of a conflict between this Charter and the general law, the provisions of this Charter shall govern.

201. City is Otherwise Subject to General Laws

Except as provided in this Charter with respect to the power of the City over local taxation and assessment, the powers of the City shall otherwise be constrained by,

subject to, and governed by the general laws of the State as now and hereafter existing relating to cities organized under said general laws.

202. Severability

If any provision of this Charter is found by a court of competent jurisdiction to be invalid, the remaining provisions of the Charter shall remain in full force and effect.

203. Intergovernmental Relations.

The City may exercise any of its powers or perform any of its functions jointly, or in cooperation, by contract or otherwise, with any one or more cities, counties, states, or civil divisions or agencies thereof, or the United States or any agency thereof.

204. Effective Date of Charter/Amendment

This Charter shall take effect upon its approval by St. Helena voters and by the Secretary of State of the State of California. Any amendment to this Charter shall be effective when approved by St. Helena voters and has been accepted and filed by the Secretary of State pursuant to Government Code Section 34460.

ARTICLE III

SUCCESSION

300. Rights and Liabilities

The City shall remain vested with and continue to have, hold, and enjoy all property, rights of property, and rights of action of every nature and description now pertaining to this municipality, and is hereby declared to be the successor of same. It shall be subject to all the obligations, contracts, liabilities, debts, and duties that now exist against or with the City.

301. Ordinances, Codes, and Other Regulations

All ordinances, codes, resolutions, regulations, rules, and portions thereof, in force at the time this Charter takes effect, and not in conflict or inconsistent herewith, shall continue in force until repealed, amended, changed, or superseded in the manner provided by this Charter and any other applicable laws.

302. Pending Actions And Proceedings

No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any officer, office, or department thereof, shall be affected or abated by the adoption of this Charter, or by anything herein contained.

ARTICLE IV

FORM OF GOVERNMENT

400. Form of Government

The form of government shall be that commonly known as the Council-Manager form of government. The City Council, consisting of four councilmembers elected for four year staggered terms, and a separately elected mayor elected for two year terms in the manner in effect when this Charter was adopted, shall establish the policy of the City and the City Manager shall carry out that policy. Each Councilmember in office at the time this Charter takes effect shall continue in office until the end of the term for which they were elected or appointed.

401. Officers and Employees

Subject to the provisions of this Charter, the present officers and employees of the City shall continue to perform the duties of their respective offices and employment without interruption and for the same compensation and under the same conditions until the election, appointment or hiring and qualification of their successors and subject to such removal and control as provided herein or by applicable general law."

SECTION 2. Approval, Filing and Recordation of Charter Proposal.

Pursuant to California Government Code Section 34460, if approved by a majority of voters, the Mayor and City Clerk shall certify, authenticate and attest to the passage of this Charter Proposal. The City Clerk shall also (i) record one copy of this Charter Proposal with the Napa County Recorder's Office, (ii) file one copy in the City's archives and (iii) file one copy with the California Secretary of State. Each copy recorded with the County Recorder and filed in the City's archives shall also be filed with the following documents:

- A. Certified copies of all publications and notices required of the City by State law in connection with the calling of an election to propose the Charter Proposal.
- B. Certified copies of any arguments for or against the Charter Proposal that were mailed to voters pursuant to California Elections Code Sections 9281 et. seq.
- C. A certified abstract of the vote at the election at which the Charter Proposal was approved by the voters.

SECTION 3. Ratification and Effective Date. Pursuant to California Government Code Section 34459, this Charter Proposal shall be deemed ratified if approved by a majority of the eligible voters of the City of St. Helena voting at the General Municipal Election of November 5, 2024. However, this Charter Proposal shall not take effect until it has been accepted and filed by the Secretary of State pursuant to Government Code Section 34460.

SECTION 4. Severability. If any provision of this Charter Proposal or the application thereof to any person or circumstance is held invalid, the remainder of the Charter Proposal and the application of such provision to other persons or circumstances shall not be affected thereby.

I hereby certify that the foregoing Charter Proposal was PASSED, APPROVED AND ADOPTED by the People of the City of St. Helena on the 5th day of November, 2024.

Paul Jamison Dohring, Mayor
City of St. Helena

Attest:

Cindy Tzafoopoulos, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED SUPPLEMENTAL REAL PROPERTY TRANSFER TAX; REQUESTING THE COUNTY OF NAPA TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION OF EVEN DATE; AND SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE MEASURE.

WHEREAS, pursuant to St. Helena Municipal Code, chapter 3.20, the City currently imposes a real property transfer tax at the rate of 27.5¢ per \$500 of the sales price for any transfer of real property within the City with a sales price over \$100, subject to certain conditions and exemptions; and

WHEREAS, pursuant to Resolution No _____, the St. Helena City Council has placed a separate measure on the November 5, 2024 General Municipal Election ballot asking St. Helena voters whether the City should adopt a limited City Charter that would make St. Helena a charter city and would authorize it to enact real property transfer taxes and similar tax and assessment mechanisms beyond those provided by State law; and

WHEREAS, pursuant to Section 9222 of the California Elections Code, the City Council has the authority to place a measure on the ballot regarding the imposition, extension or increase in a local tax to be considered by the voters at a Municipal Election; and

WHEREAS, based on the above, the City Council desires to submit a measure to the voters at the November 5, 2024 General Municipal Election seeking approval of a Supplemental Real Property Transfer Tax ("RPTT") at the rate of \$7.50 per \$500 (1.5%) of the sales price for any transfer of real property within the City sold for between \$1,000,000 and \$5,000,000 and at a rate of \$15.00 per \$500 (3%) of the sales price for any transfer of real property within the City sold for more than \$5,000,000, subject to certain conditions and exemptions (the "Measure"); and

WHEREAS, the RPTT would be a general tax the proceeds of which would be deposited into the City's general fund and which pay for City services such as police and fire services, street operations and maintenance, library services, parks and recreation services and general municipal services to the public; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIII C), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

City of St. Helena
Resolution No. 2024-____
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WHEREAS, pursuant to Proposition 218 (California Constitution Article XIII C, §2(b)), the general rule is that any local election for the approval of a new or increased general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, the City's general municipal elections for officers are held on the first Tuesday after the first Monday in November of each even-numbered year. Therefore, the next regularly scheduled General Municipal Election for the election of members of the City Council will be held on Tuesday, November 5, 2024; and

WHEREAS, the specific terms relating to the Measure are provided for in the ordinance to be considered by the qualified voters, attached hereto as Exhibit "A" and by this reference made an operative part hereof, and in accordance with all applicable laws; and

WHEREAS, pursuant to Proposition 62 (Government Code Section 53724), a two-thirds (2/3) vote of the City Council membership is required to place the Measure on the November 5, 2024 ballot; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, voting centers and election officers of the two elections be the same, and that the Napa County election department canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, it is also desirable to establish deadlines and rules for the submission of written arguments and rebuttals for and against the Measure in accordance with applicable California Elections Code procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. Submission of Ballot Measure. Pursuant to California Government Code Section 53724, Elections Code Section 9222 and any other applicable requirements of the laws of the State of California relating to the City, the City Council, **by a two-thirds (2/3) vote of its membership**, hereby orders the Measure to be submitted to the voters of the City at the General Municipal Election to be held on **Tuesday, November 5, 2024.**

City of St. Helena
 Resolution No. 2024-____
 Page 3

SECTION 3. Ballot Question. The City Council, pursuant to its right and authority, does hereby order that the Measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 5, 2024, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

"To fund essential City services including repairing local streets/potholes, downtown sidewalks/infrastructure, maintaining emergency/fire response/evacuation routes, for general government use, shall St. Helena adopt a measure establishing a graduated real property transfer tax ranging from 1.5% - 3% of purchase price on sales over \$1,000,000 to be paid only by property buyers/sellers generating approximately \$5,300,000 annually until ended by voters, all funds staying in St. Helena/cannot be taken by the state, be adopted?"	YES	
	NO	

SECTION 4. Election Procedures.

- A. The ballots to be used at the election shall be in the form and content as required by law.
- B. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Napa is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of submitting to the voters the question relating to the City's Measure.
- C. The election services which the City of St. Helena requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots; the establishment or appointment of precincts, polling places, voting centers, and election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places and voting centers; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of St. Helena; and the performance of such other election services as may be requested by the City Clerk.
- D. The City Clerk is authorized, instructed and directed to procure and furnish, or cause to be procured and furnished through the County of Napa, any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct

City of St. Helena
Resolution No. 2024-____
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the election.

- E. The polls, vote centers and/or vote-by-mail drop-off boxes shall be open and the procedures for submitting votes-by-mail or votes at polls and vote centers shall be in accordance with those times and procedures established by the County of Napa, except as otherwise provided in the Elections Code of the State of California.
- F. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.
- G. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- H. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.
- I. The Napa County Registrar of Voters is hereby authorized to canvass the returns of said election.
- J. The City Clerk of the City of St. Helena shall receive the canvass from the County as it pertains to the election on the Measures, and shall certify the results to the City Council, as required by law.

SECTION 5. Direct Arguments and City Attorney's Impartial Analysis.

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, which arguments may be changed until and including, **August 16, 2024 at 5:00 p.m.** after which no arguments for or against the Measure may be submitted to the City Clerk. Arguments in favor of or against the Measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.
- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

City of St. Helena
Resolution No. 2024-____
Page 5

- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the Measure as provided by law. The Impartial Analysis shall be filed with the City Clerk by **August 9, 2024 at 5:00 p.m.** The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Measure “____”. If you desire a copy of the Measure, please call the election official’s office at (707) 968-2742 and a copy will be mailed at no cost to you.”**
- D. That the provisions of this Section 5 herein shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

SECTION 6. Rebuttals.

- A. Pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than **August 23, 2024 at 5:00 p.m.** Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.
- B. The provisions of this Section 6 herein shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

SECTION 7. Placement on the Ballot. The full text of the Measure shall be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of the Measure at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution,

City of St. Helena
Resolution No. 2024-____
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including the Measure attached hereto as Exhibit “A”, to the Clerk of the Board of Supervisors of Napa County and to the Registrar of Voters/Elections Official of Napa County.

SECTION 9. Public Examination. Pursuant to California Elections Code section 9295, the Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The City Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that the ballot Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2024.

Paul Jamison Dohring, Mayor

Attest:

Cindy Tzafoopoulos, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

City of St. Helena
Resolution No. 2024-____
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CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF NAPA) ss
CITY OF ST. HELENA)

I HEREBY CERTIFY that this resolution was ADOPTED and PASSED at a regular meeting of the City Council of the City of St. Helena held on the 11th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Cindy Tzafopoulos, City Clerk

City of St. Helena
Resolution No. 2024-____
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EXHIBIT "A"

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ST. HELENA, CALIFORNIA, ADDING CHAPTER 3.22 TO TITLE 3 (REVENUE AND FINANCE) OF THE ST. HELENA MUNICIPAL CODE ENACTING A SUPPLEMENTAL REAL PROPERTY TRANSFER TAX AT THE RATE OF \$7.50 PER \$500 (1.5%) OF THE SALES PRICE FOR ANY TRANSFER OF REAL PROPERTY WITHIN THE CITY SOLD FOR BETWEEN \$1,000,000 AND \$5,000,000 AND AT A RATE OF \$15.00 PER \$500 (3%) OF THE SALES PRICE FOR ANY TRANSFER OF REAL PROPERTY WITHIN THE CITY SOLD FOR MORE THAN \$5,000,000.

THE PEOPLE OF THE CITY OF ST. HELENA DO ORDAIN AS FOLLOWS:

SECTION 1. Subject to the approval of a majority of the voters of the City of St. Helena at the General Municipal Election so designated by the City Council in a separate resolution placing the proposal on the ballot for such election, Chapter 3.22 is hereby added to Title 3 of the St. Helena Municipal Code to read as follows:

"Chapter 3.22 – SUPPLEMENTAL REAL PROPERTY TRANSFER TAX

3.22.010 – Short Title.

This chapter shall be known as the "Supplemental Real Property Transfer Tax Ordinance of City of St. Helena." It is adopted pursuant to the authority contained in Part 6.7 (commencing with Section 11901 of Division 2 of the Revenue and Taxation Code of the state of California) and St. Helena City Charter section 200.

3.22.020 – Imposition of Tax.

There is imposed a supplemental tax at the rate set forth below on each deed, instrument or writing by which any lands, tenements, or other realty sold within the city of St. Helena shall be granted, assigned, transferred or otherwise conveyed to or vested in the purchaser or purchasers, or any other person or persons, by his, her or their direction, when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining thereon at the time of sale) exceeds the following:

- (A) At a tax rate of seven dollars and fifty cents (\$7.50) for each five hundred dollars (\$500.00) or fractional part thereof on the entire purchase price of the property conveyed, when the total consideration or value of the interest of property conveyed (exclusive of the value of any lien or encumbrance remaining thereon at the time of sale) is between one million dollars (\$1,000,000.00) and five million dollars (\$5,000,000.00), or

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(B) A tax rate of fifteen dollars (\$15.00) for each five hundred dollars (\$500.00) or fractional part thereof on the entire purchase price of the property conveyed, when the total consideration or value of the interest of property conveyed (exclusive of the value of any lien or encumbrance remaining thereon at the time of sale) exceeds five million dollars (\$5,000,000.00).

(C) 3.22.030 – Persons Obligated.

Any tax imposed pursuant to Section 3.22.020 shall be paid by any person who makes, signs or issues any document or instrument subject to the tax, or for whose use or benefit the same is made, signed or issued. The transferor and transferee of the real property shall be jointly and severally liable for payment of this tax to the City.

3.22.040 - Exemptions.

No tax shall be imposed upon any of the following:

- A. Any instrument in writing given solely to secure a debt;
- B. Any deed, instrument or writing to which the United States or any agency or instrumentality thereof, any state or territory, or political subdivision thereof, is a party, when the exempt agency is acquiring title;
- C. The making, delivering or filing of any deed, instrument, or writing to a beneficiary or mortgagee, which is taken from the mortgagor or trustor as a result of or in lieu of foreclosure; provided, that such tax shall apply to the extent that the consideration exceeds the unpaid debt, including accrued interest and cost of foreclosure. Consideration, unpaid debt amount and identification of grantee as beneficiary or mortgagee shall be noted on the deed, instrument or writing or stated in an affidavit or declaration under penalty of perjury for tax purposes.
- D. The making, delivering or filing of a conveyance to make effective any plan of reorganization or adjustment:
 - 1. Confirmed under the Federal Bankruptcy Act, as amended;
 - 2. Approved in an equity receivership proceeding in a court involving a railroad corporation, as defined in subdivision (m) of Section 205 of Title 11 of the United States Code, as amended;
 - 3. Approved in an equity receivership proceeding in a court involving a corporation, as defined in subdivision (3) of Section 506 of Title 11 of the United States Code, as amended; or
 - 4. Whereby a mere exchange in identity, form or place of organization is effected.

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Paragraphs 1 through 4, inclusive, of this subsection shall only apply if the making, delivery or filing of instruments of transfer or conveyances occurs within five (5) years from the date of such confirmation, approval or change.

- E. The making or delivery of conveyances to make effective any order of the Securities and Exchange Commission, as defined in subdivision (A) of Section 1083 of the Internal Revenue Code of 1954; but only if:
 - 1. The order of the Securities and Exchange Commission in obedience to which such conveyance is made recites that such conveyance is necessary or appropriate to effectuate the provisions of Section 79k of Title 15 of the United States Code, relating to the Public Utility Holding Company Act of 1935;
 - 2. Such order specifies the property which is ordered to be conveyed; and
 - 3. Such conveyance is made in obedience to such order.
- F. The making, delivering or filing of any deed, instrument, or writing which purports to transfer, divide, or allocate community, quasi-community, or quasi-marital property assets between spouses for the purpose of effecting a division of community, quasi-community, or quasi-marital property which is required by a judgment decreeing a dissolution of the marriage or legal separation, by a judgment of nullity, or by any other judgment or order rendered pursuant to the Civil Code, Family Code, or by a written agreement between the spouses, executed in contemplation of any such judgment or order, whether or not the written agreement is incorporated as part of any of those judgments or orders. In order to qualify for the exemption provided herein, the deed, instrument, or other writing shall include a written recital, signed by either spouse, stating that the deed, instrument, or other writing is entitled to the exemption.
- G. The making, delivering or filing of any deed, instrument, or writing by which realty is conveyed by the State of California, any political subdivision thereof, or agency or instrumentality of either thereof, pursuant to an agreement whereby the purchaser agrees to immediately reconvey the realty to the exempt agency.
- H. The making, delivering or filing of any deed, instrument, or writing to which realty is conveyed by the State of California, any political subdivision thereof, or agency or instrumentality or either thereof, conveys to a nonprofit corporation realty the acquisition, construction, or improvement of which was financed or refinanced by obligations issued by a nonprofit organization on behalf of a government unit, within the meaning of Section 1.103-l(b) of Title 26 of the Code of Federal Regulations or as amended.
- I. The making, delivering or filing of any deed, instrument, or writing which purports to grant, assign, transfer, convey, divide, allocate, or vest lands, tenements, or realty, or any interest therein, if by reason of such inter vivos gift or by reason of the death of any person, such lands, tenements, realty, or interests therein are

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transferred outright to, or in trust for the benefit of, any person or entity without consideration for the transfer. This includes any transfer of title to effectuate a right of survivorship in a joint tenant to the real estate.

- J. The making, delivering or filing of any deed, instrument, or writing to confirm or correct a deed previously recorded or filed.

3.22.050 – Exemptions for Partnerships.

- A. In the case of any realty held by a partnership or other entity treated as a partnership for federal income tax purposes, no levy shall be imposed pursuant to this chapter by reason of any transfer of an interest in the partnership or other entity or otherwise, if both of the following occur:
 - 1. The partnership or other entity treated as a partnership is considered a continuing partnership within the meaning of Section 708 of the Internal Revenue Code of 1986; and
 - 2. The continuing partnership or other entity treated as a partnership continues to hold the realty concerned.
- B. If there is a termination of any partnership or other entity treated as a partnership for federal income tax purposes, within the meaning of Section 708 of the Internal Revenue Code of 1986, for purposes of this chapter, the partnership or other entity shall be treated as having executed an instrument whereby there was conveyed, for fair market value (exclusive of the value of any lien or encumbrance remaining thereon), all realty held by the partnership or other entity at the time of the termination.
- C. Not more than one tax shall be imposed pursuant to this chapter by reason of a termination described in Subsection B of this section, and any transfer pursuant thereto, with respect to the realty held by a partnership or other entity treated as a partnership at the time of the termination.
- D. No levy shall be imposed pursuant to this chapter by reason of any transfer between an individual or individuals and a legal entity or between legal entities that results solely in a change in the method of holding title to the realty and in which proportional ownership interests in the realty, whether represented by stock, membership interest, partnership interest, co-tenancy interest, or otherwise, directly or indirectly, remain the same immediately after the transfer.

3.22.060 – County Recorder As Administrator/Additional City Rules for Administration.

The county recorder shall administer this chapter in conformity with the provisions of Part 6.7 of Division 2 of the Revenue and Taxation Code and the provisions of any county ordinance adopted pursuant thereto. The City Council may, by ordinance,

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adopt additional rules for the collection of this tax, as well as provide for penalties and interest for nonpayment of this tax, provided said additional rules are consistent with this voter-approved ordinance.

3.22.070 - Refunds.

Claims for refund of taxes imposed pursuant to this chapter shall be governed by the provisions of Chapter 5 (commencing with Section 5096) of Part 9 of Division I of the Revenue and Taxation Code of the state of California."

SECTION 2. If any portion of this ordinance is declared invalid by a court of law or other legal body with applicable authority, the invalidity shall not affect or prohibit the force and effect of any other provision or application of the ordinance that is not deemed invalid. The voters of the City hereby declare that they would have circulated for qualification and/or voted for the adoption of this Section, and each portion thereof, regardless of the fact that any portion of the initiative may be subsequently deemed invalid.

SECTION 3. Pursuant to California Constitution Article XIII C §(2)(b) and California Elections Code §9217, this ordinance shall take effect only if approved by a majority of the eligible voters of the City of St. Helena voting at the General Municipal Election to be held on November 5, 2024. Further, this ordinance shall take effect only if the proposed City Charter ballot measure (Measure "____" is also approved by a majority of the eligible voters of the City of St. Helena voting at the General Municipal Election to be held on November 5, 2024. The new taxing rate shall go into effect on January 1, 2025.

SECTION 4. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on November 5, 2024, by signing where indicated below.

I hereby certify that the foregoing Ordinance was **PASSED, APPROVED AND ADOPTED** by the People of the City of St. Helena on the 5th day of November, 2024.

Dated: _____

PAUL JAMISON DOHRING
MAYOR

ATTEST:

APPROVED AS TO FORM:

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CINDY TZAFPOPOULOS
City Clerk

ETHAN WALSH
City Attorney



To: Anil Comelo, City Manager
April Mitts, Assistant City Manager
Mandy Kellogg, Administrative Services Director
City of St. Helena

From: Steve Toler, Director
Sam Lieberman, Senior Manager
Steve Mermell, Special Advisor
Jessica Oliphant, Consultant

Subject: Long Range Financial Forecast Budget Strategies

Date: February 21, 2023

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Executive Summary

Baker Tilly has been working with the City of St. Helena during the past several months to identify potential budget strategies to address the anticipated structural deficit in the City's General Fund and identify sources of funding for much needed reinvestment in capital projects. This report details actions City leaders can take to ensure that reserves stay at or near the reserve goal of 30% of annual operating expenditures. It provides a variety of strategies that could be employed to ensure the long-term solvency of the City.

The City's current baseline General Fund Financial Forecast, presented on May 31, 2022, projects that through Fiscal Year (FY) 2032, the General Fund will have sufficient resources to meet operating expenses and maintain an ending fund balance in excess of the adopted policy reserve. However, the City's more realistic scenario, presented as Scenario 3, showed a stark contrast which included modest investment in civic and streets infrastructure. After carefully analyzing these projections, several factors indicate that the more likely scenario is that the General Fund will face increasing financial stress, more so than indicated in Scenario 3.

The current baseline model projects that over the next four fiscal years, the General Fund will suffer an annual loss in net income. Beginning in FY 2027 the projections in the current model improve. However, this is based on the following assumptions: General Fund revenues will grow at a rate of 5% annually, General Fund expenses grow at a rate of only 4% overall, the Farmstead Hotel Development begins generating revenue for the City in FY 2027, and no additional investment in civic and streets infrastructure. Given what is known about upward pressure on personnel and other operating costs, the 4% projected growth rate is not realistic. Moreover, the current model did not anticipate any sort of economic downturn or recession.

Baker Tilly collaborated with City staff to revise the assumptions on which the current model is based. The revised forecast indicates an annual deficit from FY 2023 to FY 2028 that would deplete General Fund reserves without corrective action. Starting in FY 2029, the General Fund would experience annual surpluses however, as stated above the surplus is on the baseline only and does not include staffing needs and infrastructure – discussed below.

In addition, over the past few years, numerous capital improvement and infrastructure needs have been identified totaling into the tens of millions of dollars for which General Fund support will be needed. In the past, these additional expenses were not incorporated into the forecast because of the magnitude of the costs on an already burdened General Fund operation.

Furthermore, City leaders have identified the need to increase staffing levels to support service delivery and, due to a number of factors including location and high cost of living, the City has become less attractive as an employer and therefore needs to ensure compensation is competitive to attract and retain staff. The total costs to improve capital infrastructure, increase staffing, and ensure compensation is competitive are estimated at nearly \$5.3 million per year.

To address the fiscal gap and support efforts to improve capital infrastructure, Baker Tilly has identified 15 budget strategies that would have an ongoing fiscal impact on the General Fund of \$300,000 or

more. These strategies are presented in four budget scenario packages for Council's consideration. The first scenario would strive to maintain existing service levels while addressing the need to make employee compensation and benefits more competitive in today's marketplace. The other three scenarios would build on the competitive compensation adjustments and allow City leaders to address capital needs and provide additional staffing capacity to meet service delivery expectations of the community. The four scenarios are shown in Table 1 with additional detail provided throughout the remainder of this memo.

Table 1. Potential Budget Strategy Scenarios

Scenario	Budget Strategies	Ongoing Financial Impact	One-time Financial Impact	Service Level Impact
1	Implement a gross receipts-based business license tax at 0.8%.	\$2.5 million	N/A	Maintains current service levels while providing additional capacity in future years
2	- Implement a gross receipts-based business license tax at 1%. - Increase the local transactions and use (sales) tax by 0.5%.	\$5.5 million	N/A	- Maintains current service levels while providing additional capacity in future years - Provides capacity to address unfunded/underfunded needs
3	- Implement a gross receipts-based business license tax model at 1%. - Implement a real property transfer tax of 1.5% and create a City Charter. - Sell surplus property.	\$4.7 million	\$8 million	- Maintains current service levels while providing additional capacity in future years - Provides capacity to address unfunded/underfunded needs
4	- Increase the transient occupancy tax by 1%. - Increase the local transactions and use (sales) tax by 0.5%. - Implement a library parcel tax of \$313. - Sell surplus property.	\$4 million	\$8 million	- Maintains current service levels while providing additional capacity in future years - Provides capacity to address unfunded/underfunded needs

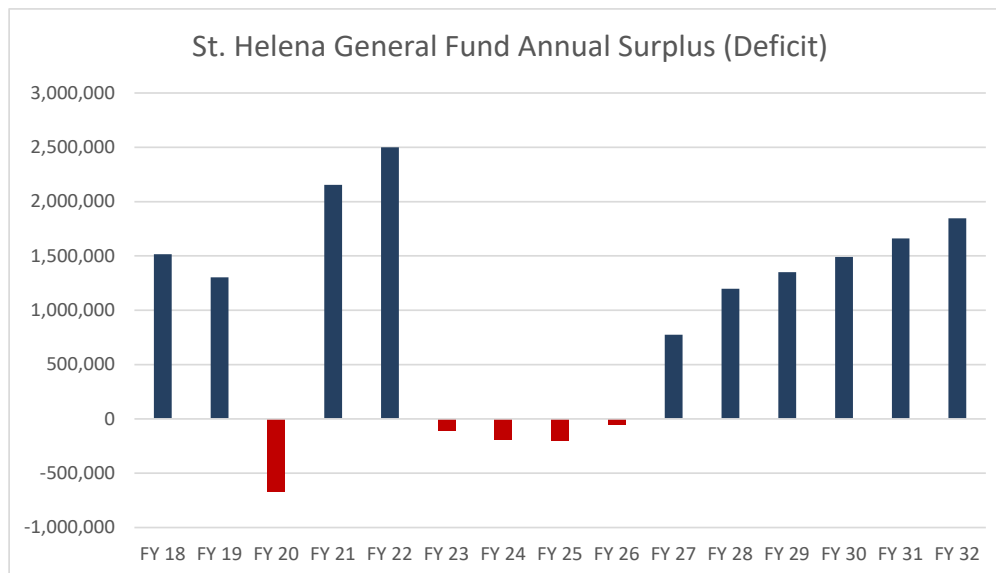
Long-Range Financial Forecast

Baker Tilly reviewed the City's existing long-range General Fund Financial Forecast to determine the basis and magnitude of the decisions to address any long-range gaps.

Original Baseline Forecast

The original baseline forecast provided by staff showed that General Fund operations were expected to largely break even over the 10-year period with modest (less than \$200,000) deficits from FY 2023 to 2026, followed by years of surpluses that increased to \$1.8 million by FY 2032, as depicted in Figure 1. The forecast assumed that the Farmstead hotel property would be developed and start operations in FY 2027, which would generate an estimated additional \$950,000 in transient occupancy (hotel) tax (TOT), property tax and sales tax in the first full year.

Figure 1. Original Long-Range General Fund Forecast – dated August 29, 2022



Key Assumptions Used in Developing the Original and Updated Forecasts

Working with City staff, Baker Tilly updated the forecast based on current trends, updated FY 2022 unaudited financials, and FY 2023 projections and updated budget figures. We then reviewed the assumptions used in the original forecast and revised them based on current trends using historical City results and economic trends in the United States, California, and in the Napa Valley region. The key assumptions used in the original forecast and the revised assumptions used to update the model are summarized in Table 2 below.

Table 2. Key Assumptions Used in Developing the Original and Revised General Fund Forecast

Category	Original Forecast	Revised Forecast	Comments
RESERVES			
General Fund Balance at June 30, 2022	\$10.42 million based on estimated FY 2022 results	\$12.1 million based on updated unaudited estimated FY 2022 results	N/A
Reserve target	Minimum target reserve policy of 30% of annual operating expenditures	Same as Original Forecast	City policy is 30% of annual operating expenditures plus transfers. GFOA minimum is 17% (two months). We concur with the City's higher threshold based on a higher mix of economically volatile revenue sources on which the City relies (e.g., sales tax, TOT).
REVENUES			
Property tax	4% growth based on FY 2023 projections	4.5% growth based on FY 2023 projections and historical results	A higher property tax growth is consistent with expectations in other communities and continued strong real estate market in Northern California, in spite of higher interest rates, which are expected to taper down in the coming years.
Sales tax	5% growth based on FY 2023 projections	Same	N/A
Transient Occupancy Tax (TOT)	5% growth based on FY 2023 projections; addition of Farmstead hotel development in FY 2027	Same	City staff indicate that the new hotel development is a realistic assumption to include in the baseline forecast.
Other revenues (e.g., franchise fees, licenses and permits, charges for services, etc.)	7.1% growth based on FY 2023 projections and historical averages	4% growth based on FY 2023 projections	Baker Tilly believes that a lower assumption is prudent because historical averages included some one-time increases that will not be sustainable year over year in the future.
Recessionary assumptions	None	Moderate recession primarily impacting sales tax, TOT, charges for services and development fees starting in FY 2027 with a three-year recovery period	It is prudent to incorporate recessionary impacts in long-range forecasts. California averages one moderate recession every seven years, which has an overall impact on City revenues of approximately 10%, with a three-year recovery period.

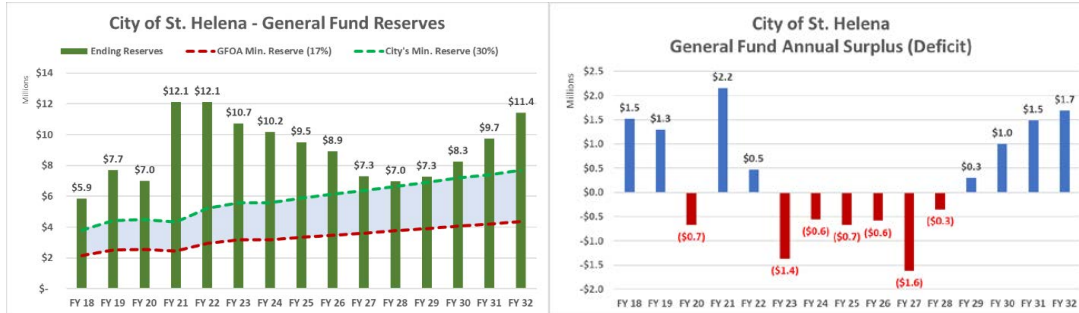
Category	Original Forecast	Revised Forecast	Comments
EXPENDITURES			
Staffing levels	Existing levels based on approved positions	Same	N/A
Salaries and salary-based benefits	5% placeholder COLA increases	Same	Given this inflationary market and existing MOUs, a 5% placeholder is prudent. Note that this category also includes the CalPERS normal cost assumptions based on the revised discount rate assumptions of 6.8% investment return.
Health insurance	5% growth based on FY 2023 projections and existing staff benefit elections	Same	A 5% assumption is reasonable based on latest information from the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA) program.
CalPERS unfunded actuarial liability (UAL)	6% growth in FY 2025, and 3% growth thereafter based on FY 2023 UAL amount, with annual discretionary payments (ADP) totaling \$450,000 per year through FY 2035	Based on latest actuarial analysis including the 6.1% investment portfolio loss in FY 2022, and 6.8% long-term investment returns, including ADPs of \$450,000 per year through FY 2035	We used the CalPERS Pension Outlook Tool on the CalPERS actuarial website to run the analysis for UAL for future years.
Services and supplies	5% growth based on FY 2023 budget	5% growth in FY 2024 and 2025; 4% growth per year thereafter	The inflationary pressures are expected to ease by FY 2026 based on most economist expectations, returning to a normal inflationary index of approximately 4% in the long-term.
Maintenance	1% growth based on FY 2023 budget	5% growth in FY 2024 and 2025; 4% growth per year thereafter	Due to increase in labor costs, we believe that the long-term assumptions should match those of the services and supplies category.

Category	Original Forecast	Revised Forecast	Comments
Taxes, insurance, and other contributions	3% growth based on FY 2023 budget	10% growth in FY 2024; 7% growth in FY 2025, 6% growth in FY 2026, 5% growth in FY 2027, and 4% growth in FY 2028 and thereafter	Insurance premiums are a large part of this line item. Due to increases in insurance premiums resulting from wildfire losses and cybersecurity threats, the assumptions are increased through FY 2027. Thereafter, increases are based on long-term inflationary expectations discussed above.
Debt service	Projected based on known debt service costs; no new debt obligations	Same	N/A
Capital outlay	2% growth based on FY 2023 budget; only includes capital equipment acquisition costs; no additional capital improvement project (CIP) funding	5% growth in FY 2024 and 2025 based on FY 2023 budget; 4% growth thereafter	Inflationary growth expectations mirror the services and supplies category.
Transfers to other funds	Various transfers based on ongoing expectations	Same	Ongoing transfers include transfers to Flood Control Capital Reserve, Fourth of July Fund, Streets CIP for maintenance of effort for Measure T, Measure T Class 1 Trails, and retiree medical funding.

Updated Baseline Forecast

Using the revised assumptions provided in Table 2, Baker Tilly updated the City's forecast. The baseline forecast indicates an annual deficit from FY 2023 to FY 2028 that would reduce General Fund reserves by \$5.1 million without corrective action. Starting in FY 2029, however, the General Fund would experience annual surpluses that could grow to \$1.7 million per year. This is due to the inclusion of the Farmstead property revenues (as was the case in the original forecast) and reductions in the CalPERS unfunded actuarial liability due to transition of employees to the reduced benefits established in the Public Employees' Pension Reform Act of 2012 (PEPRA) and the paydown of the liability through ADPs through 2035. Figure 2 displays the projected impacts of the updated baseline forecast on reserves and the annual surplus (deficit) in each year. Reserves stay above the City's 30% minimum reserve throughout the forecast period. It is important to note, however, that the updated baseline forecast presented in Figure 2 does not address unfunded/underfunded infrastructure and staffing which is discussed further in the next section of this memo.

Figure 2. Updated Baseline General Fund Forecast



Providing Capacity by Addressing Impacts from Unfunded/Underfunded Needs

With the baseline forecast updated, Baker Tilly reviewed the City's identified unfunded or underfunded needs and capacity to meet the service delivery expectations of the community. These needs are summarized in the three areas discussed below.

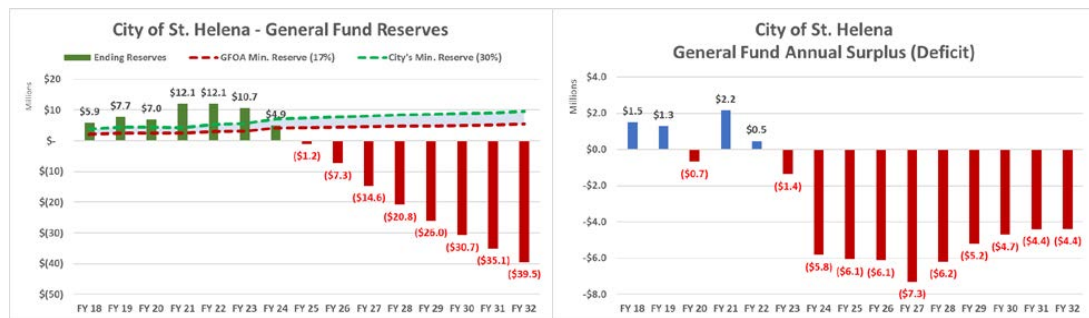
1. **Compensation adjustments.** The City is challenged with recruiting and retaining talent to fill necessary positions for basic service delivery. Initial estimates indicate that current compensation and benefits are well below market. Addressing this would require additional General Fund resources totaling \$1.7 million per year if implemented in FY 2024, which would bring City positions to within 75% of the variance between existing compensation levels and the median based on the compensation survey.
2. **Ideal staffing levels.** City staff conducted an assessment of necessary positions to meet the community's desired service levels and the City Council's established priorities. These positions include a grants coordinator, code compliance staff, administrative assistants/analysts, one additional police officer, and maintenance workers. The cost of the eight new positions and the unfreezing of one position to address these staffing needs would be approximately \$1 million per year to the General Fund.
3. **Capital funding needs.** The City has assessed its unmet capital funding needs in five areas: streets, stormwater, civic facilities, water, and wastewater. Water and wastewater capital projects are funded by utility charges with the City Council having the authority to establish rates that cover both operational and capital costs. The other three capital areas could require General Fund sources. Based on the needs to address these three infrastructure areas, the City staff anticipates unfunded obligations totaling over \$2.5 million per year through FY 2028, tapering down to over \$2 million per year starting in FY 2029 and beyond. The unfunded capital and staffing needs are presented in Table 3 below.

Table 3. Summary of Underfunded Capital and Staffing Needs – Year 1

Category	Estimated Annual Shortfall Year 1
Streets CIP	\$1,787,000
Stormwater CIP	\$324,000
Civic CIP	\$413,000
Staffing	\$2,776,000
Total Shortfall –General Fund	\$5,300,000
Water CIP	\$25,000
Wastewater CIP	\$11,000
Staffing – Other Funds	\$1,154,000
Total Shortfall – All Funds	\$6,490,000

As indicated in Table 3, the total General Fund unfunded/underfunded needs including compensation adjustments, ideal staffing, and infrastructure in Year 1 is \$5.3 million. If those needs were addressed starting in FY 2024, the impact on the General Fund is profound, increasing the City's annual deficit to \$5.8 million in FY 2024 with the annual deficit reducing to \$4.4 million per year by FY 2032. Without corrective action, the City's reserves would be depleted below the City's minimum reserve level in FY 2024, and would be fully depleted by FY 2025, as displayed in Figure 3. Clearly these are not sustainable options without corrective action and demonstrate the need for budget strategies to address the City's long-range operational and capital needs.

Figure 3. Revised General Fund Forecast Including Additional Capacity and Addressing Unfunded/Underfunded Needs



Budget Strategies

To address the deficit noted in the previous section, Baker Tilly conducted an independent analysis of the City's revenues and costs of service delivery relative to the General Fund to develop options, or strategies, for addressing the challenge. The strategies are provided herein. They were developed along a continuum that included:

A. Expenditure controls and cost shifts

Reducing expenses or shifting the cost burden away from the General Fund

B. Service delivery changes

Changing the way that services are delivered, either through contracting for services, insourcing services from other agencies, or through public-private partnerships

C. Revenue enhancements

Increasing the resources available to pay for services through new or increased revenues

D. Service level reductions

Service level reductions that must be implemented to the extent that the items above are not able to be implemented or do not sufficiently address the fiscal gap

Arrayed ideas along such a continuum reflects the priority any organization would have for preserving service delivery to the maximum extent possible consistent with maintaining solvency.

The strategies were developed based on a combination of factors, including Baker Tilly's experience about approaches used by other cities throughout California and in other parts of the country as they consider options to address structural deficits. Baker Tilly also identified ideas through conversations with the City's leadership team and department directors. Several dozen potential strategies were identified. Baker Tilly conducted a high-level analysis of those strategies that were determined to have a moderate to high fiscal impact (greater than \$350,000) as shown in the sections below. A list of additional strategies that were contemplated but not analyzed because of unknown or minimal fiscal impact are shown in Attachment A.

Strategies within the continuum are presented in tables that show the identified budget strategy, a short description of the strategy, the estimated fiscal impact, and considerations the City leadership will have to take into account when determining implementation feasibility.

A. Expenditure Controls and Cost Shifts

Table 4 details the expenditure control and cost shift strategy.

Table 4. Expenditure Control and Cost Shift Strategy

Budget Strategy	Description	Fiscal Impact	Implementation Considerations
Shift a portion of health insurance costs to employees	The City provides full medical coverage to employees and their spouses. An option would be to share a portion of the health care costs with employees through either 1) percentage cost allocation to the employee, or 2) limitation on coverage level (employee only vs. full family) or a cap on amount the City will cover. The estimate is based on 20% cost sharing with employees.	\$260,000	- Requires meet and confer obligation with affected labor groups. - May erode competitive compensation and benefits compared to other local government agencies to recruit and retain qualified workers. - Cost sharing is not uncommon among other agencies and private sector employers.

B. Service Delivery Changes

During the course of our work, we identified 12 potential budget strategies for consideration that would have allowed for service delivery changes while maintaining existing service levels. However, based on our initial analysis, it did not appear that most of the 12 potential budget strategies would have yielded a moderate or significant level of cost savings and other strategies such as how law enforcement and fire services were provided to the community have an unknown fiscal impact which would be determined depending on desired services levels. These items are listed in Attachment A.

C. Revenue Enhancements

Table 5 outlines the revenue enhancement strategies that were identified and analyzed.

Table 5. Revenue Enhancement Strategies

Budget Strategy	Description	Fiscal Impact	Implementation Considerations
Allow development of new hotels to increase transient occupancy tax (TOT) revenue	St. Helena currently has one established hotel and approval for one additional hotel (Farmstead). The current TOT rate in St. Helena is 15% (12% TOT, 1% Affordable Housing, and 2% Tourism Improvement District (TID)). Estimate of increased revenues are for building an additional hotel with 100 rooms at 80% occupancy and a rate of \$350 per night.	\$1,300,000	Developers may seek tax incentives for building a new hotel.

Budget Strategy	Description	Fiscal Impact	Implementation Considerations
Increase TOT rate by 1%	St. Helena visitors staying in the local hotel pay TOT based on a total rate of 15% (12% TOT, 1% Affordable Housing, and 2% Tourism Improvement District (TID)). An increase in the TOT rate of 1% would yield additional revenues totaling \$450,000 based on current long-term TOT projections.	\$450,000	- A general purpose TOT increase requires majority voter approval at an election where Council seats are on the ballot unless a fiscal emergency is declared whereby the measure can proceed during a non-election season. - Pushback from local hotels - TOT rate increases are generally supported by voters.
Establish a Parks Maintenance District	Forming a Maintenance Assessment District would enable the City to shift a portion of parks maintenance costs to property owners and provide a source of funding to enhance service levels.	\$300,000 to \$500,000	Requires approval of property owners to be assessed. May take a year or more to implement. City would still be required to provide "general benefit" financial contributions
Increase local transactions and use (sales) tax by 0.5%	The City currently levies a 0.5% local sales tax. For every 0.5% increase to the local sales tax, St. Helena would realize an additional \$2.3 million in revenue.	\$2,300,000	- A general purpose sales tax increase requires majority voter approval at an election where Council seats are on the ballot unless a fiscal emergency is declared whereby the measure can proceed during a non-election season. A specific purpose sales tax increase requires two-thirds voter approval and may be taken to voters at any time. - City leadership will need to act before other overlapping jurisdictions add additional local sales taxes that would reach the cap of 2% of local sales taxes in any one jurisdiction. Otherwise, the City might be required to seek legislative relief to be allowed to exceed the cap.

Budget Strategy	Description	Fiscal Impact	Implementation Considerations
Implement a utility user tax	The Utility User Tax (UUT) may be imposed by a city on the consumption of utility services, including (but not limited to) electricity, gas, water, sewer, telephone (including cell phone and long distance), sanitation and cable television. Approximately, 160 cities in California have some form of UUT in place.	\$450,000 to \$787,500 (Varies based on rate and affected utilities. Range is based on per capita rates of \$100 to \$175.)	A general purpose UUT requires majority voter approval at an election where Council seats are on the ballot unless a fiscal emergency is declared whereby the measure can proceed during a non-election season.
Implement a Library parcel tax	The Library in St. Helena is currently funded by the General Fund. A parcel tax could be put before the voters to support Library operations and remove the burden from the General Fund. St. Helena has 3,836 parcels. General Fund expenditures for the Library are just over \$1.2M. To generate that amount from a parcel tax would require a \$313 parcel tax.	\$1,200,000	A parcel tax would need to be approved by two-thirds of voters and may be taken to voters at any time.
Review and update business license tax (BLT)	The City's current BLT model is based on a "per-unit" basis for various business categories (e.g., employees, rental units, etc) or a flat rate for other business categories. Some cities use a gross receipts model based on sales attributable to the jurisdiction. Current annual revenues total \$101,000. Using a gross-receipts model, a tax rate of 0.1% would yield approximately \$320,000 in additional net revenues to the City, which might actually be higher when including non-sales taxable business (e.g., professional services, food products, etc.).	\$3,200,000 based on 1% tax rate (net of annual enforcement costs)	- Modeling the tax to generate the appropriate revenues and to address equity and fairness across business sizes and sectors will be important. Changes in the BLT model require a majority vote where Council seats are on the ballot unless a fiscal emergency is declared whereby the measure can proceed during a non-election season. - City would need to consider administrative support to assist with public information and education during the transition, and enforcement, the latter of which can be outsourced through a tax consulting firm that might cost \$50,000 per year for enforcement costs.

Budget Strategy	Description	Fiscal Impact	Implementation Considerations
Implement real property transfer tax	Charter cities have the authority to implement a real property transfer tax at whatever rate the local jurisdiction wants to implement, subject to voter approval. Napa County Assessor's Office currently assesses the tax at a rate of 0.11%. The City could implement this option only if it were to change from a general law city to a charter city. Based on current tax revenues received by the City through the County, a 1% tax rate would yield \$1.5 million in additional annual revenues, but those revenues will vary based on trends in the housing market and property turnover.	\$2,250,000 based on a 1.5% tax rate. One-time costs approaching \$500,000 might be incurred to draft a Charter and accompanying ballot measures for voter consideration.	- Requires an election and majority vote to change from a general law city to a Charter city. This would be taken to voters during a general election where Council seats are also up for election. - Charter measure would be accompanied by a real property transfer tax measure, that is a general law tax subject to majority voter approval.
Sell surplus property	The City has several parcels of land that are vacant and could be sold for private development. Staff estimates potential property values of over \$8 million.	\$8,000,000 as a one-time revenue source	- Sale of surplus property must fulfill the provisions required under the Surplus Land Act. - This is a one-time revenue source that should only be used to restore General Fund reserves until which time ongoing revenues sources are found to address the gap. - Future decisions could be made to use the funds for one-time needs.

As indicated in Table 5, most of the revenue enhancement strategies that would have a moderate or high level of fiscal impact require new or increased tax revenues. Every one of those items would be subject to the provisions of Proposition 218 and Proposition 26 that govern the requirements to impose, extend or increase a tax within a jurisdiction. Attachment B provides slides from a presentation that Baker Tilly has used in the past with cities to educate them about the requirements of Propositions 218 and 26. Baker Tilly encourages the City to learn more about the provisions of these regulations by consulting legal counsel as well as the information provided in the League of California Cities' Propositions 26 and 218 Implementation Guide¹.

D. Service Level Reductions

Service level reduction options are detailed in Table 6.

¹ The League of California Cities' Propositions 26 and 218 Implementation Guide may be found on the League's website at the following location: <https://www.calcities.org/resource/propositions-26-and-218-implementation-guide>

Table 6. Service Level Reduction Strategies

Budget Strategy	Description	Fiscal Impact	Implementation Considerations
Reduce normal work hours	Reduce all non-public safety staff to 35 hours per week.	\$550,000 to \$700,000 based on how many positions can truly be reduced	Will likely increase staff turnover and difficulty in hiring.
Eliminate library and repurpose facilities	Closure of the library would reduce General Fund expenses by approximately 5% and result in the elimination of 5.98 FTE. Closing the library would result in the City forgoing revenues received from the Friends of the Library and Library Foundation, state grants and trust funds. If this were implemented, the City would need to determine how to repurpose the library facilities for other uses, which could include a permanent City Hall location, lease, or considered surplus property for sale/disposition.	\$900,000	The library is popular with residents, and this would be a politically difficult reduction. If closed, people seeking library services would need to visit one of the other area libraries. The City leaders would need to determine what to do with the facility.
General Fund expenditure reductions of 10% of annual operating costs	This strategy would require a careful analysis and prioritization of services to determine where services may be cut. A \$1.8 million reduction in General Fund expenditures based on FY 2024 projected expenditures, if implemented through staff reductions, would require a nearly 16% reduction in workforce. Such reductions might include significant reduction in police services requiring additional mutual aid for Type 1 calls, significant decreases to library hours, reduced street and parks maintenance, and reduced administration.	\$1,800,000 based on FY 2024 projected expenditures	- Impacts of workforce reduction would require notice to labor groups and layoffs in accordance with MOUs and personnel rules. - Unemployment costs will increase and would need to be factored into the determination of fiscal impact in earlier years based on implementation date.

Budget Scenario Packages

As indicated earlier, the baseline forecast, which excludes any of the items to provide additional capacity to enhance services and/or address unfunded/underfunded needs, would not require any new budget strategies, as long as the City Council were willing to waive its minimum target reserve threshold policy of 30% of annual expenditures during FY 2027 to FY 2030. Baker Tilly believes this would be a reasonable approach to maintain existing service levels.

However, infrastructure needs, additional staffing to address unfunded/underfunded needs, and staff vacancies and recruitment challenges will continue to threaten the City organization's ability to deliver the existing services and meet the demand for expanded service unless addressed. As indicated earlier, these adjustments would impact the baseline forecast by increasing annual General Fund costs by \$5.3 million per year, which will grow based on cost-of-living adjustments (COLAs) and benefit increases.

Based on the foregoing, Baker Tilly has prepared four scenarios for Council's consideration that address the identified fiscal gaps. Each of the scenarios would allow the General Fund to maintain an appropriate level of reserves, eliminate identified structural gaps (deficits), and ensure the viability of the City's operations throughout the period included in the fiscal model.

The scenarios described below do not include any service level or expenditure reductions. St. Helena elected officials and appointed leadership have indicated a desire to not only maintain service levels, but to enhance the level of service provided by the City. Suggesting service level reductions would run counter to that desire. Rather, the scenarios described below are designed to either maintain or enhance service delivery, especially as it relates to unfunded/underfunded capital needs.

These budget scenarios are provided as examples of the types of strategies that Council members could consider addressing the long-term fiscal gap. The Council could choose any of these scenarios or develop alternative scenarios that include varying types of strategies to resolve the fiscal gap. The scenarios included in this report employ different strategies and make assumptions with respect to the timing of implementing each strategy.

As a reminder, the updated baseline forecast projected annual deficits from FY 2024 to 2028, with reserves staying above the City's minimum reserve target of 30%.

Table 7 summarizes the four scenarios provided for consideration as the Council determines the approaches it wants to take to address the indicated fiscal gaps.

Table 7. Budget Scenarios to Address Fiscal Gaps

Scenario	Description
ADDRESSING COMPETITIVE COMPENSATION ADJUSTMENTS ONLY	
Scenario 1 – Business license tax with additional capacity in future years \$2.5 million in annual additional resources	• Include funding for compensation adjustments (\$1.7 million) in FY 2024. • Implement gross receipts-based business license tax model with a tax rate of 0.8% generating \$2.5 million annually starting in FY 2025. • Provides additional annual capacity of over \$2 million by FY 2031 to address other unfunded/underfunded needs.
PROVIDING CAPACITY IN ALL UNFUNDED/UNDERFUNDED NEED AREAS	
Scenario 2 – Providing capacity: business license tax; local transactions and use (sales) tax \$5.5 million in annual additional resources	• Include funding for compensation adjustments (\$1.7 million) in FY 2024. • Implement gross receipts-based business license tax model with a tax rate of 1.0% generating \$3.2 million annually starting in FY 2025. • Increase local transactions and use (sales) tax rate from 0.5% to 1.0% generating \$2.3 million annually in FY 2025. • Include funding for all capital funding need requirements (\$2.5 million) in FY 2025 upon passage of business license and local sales tax measures. • Include funding for ideal staffing levels (\$1 million) in FY 2026. • Provides additional annual capacity of approximately \$2.8 million in FY 2031 to address other unfunded/underfunded needs. • Waive City's minimum reserve target policy of 30% for FY 2027 to 2029 and implement the GFOA recommended minimum 17% reserve policy during this period.
Scenario 3 – Providing capacity: business license tax; Charter City; real property transfer tax; sell surplus property \$4.7 million in annual additional resources \$8 million one-time additional resources	• Include funding for compensation adjustments (\$1.7 million) in FY 2024. • Implement gross receipts-based business license tax model with a tax rate of 1.0% generating \$3.2 million annually starting in FY 2025. • Include funding for all capital funding need requirements (\$2.5 million) in FY 2025 upon passage of business license tax measure • Include funding for ideal staffing levels (\$1 million) in FY 2025 upon passage of real property transfer tax. • Implement real property transfer tax rate of 1.0% totaling \$1.5 million in annual revenues, subject to creation of a City Charter, by FY 2026. • Sell surplus property totaling \$8 million in FY 2027 • Provides additional annual capacity of approximately \$2 million in FY 2031 to address other unfunded/underfunded needs. • Waive City's minimum reserve target policy of 30% for FY 2026 to 2029 and implement the GFOA recommended minimum 17% reserve policy during this period.
Scenario 4 – Providing capacity: TOT rate increase; local sales tax; library parcel tax; sell surplus property \$4 million in annual additional resources \$8 million one-time additional resources	• Include funding for compensation adjustments (\$1.7 million) in FY 2024. • Increase the TOT rate from 12% to 13% generating \$450,000 annually in FY 2025. • Increase local transactions and use (sales) tax rate from 0.5% to 1.0% generating \$2.3 million annually in FY 2025. • Implement library parcel tax of \$313 per parcel generating \$1.2 million in ongoing revenues by FY 2026. • Include funding for ideal staffing levels (\$1 million) in FY 2026. • Sell surplus property totaling \$8 million by FY 2027. • Include funding for all capital funding needs (\$2.5 million) in FY 2027.

Figures 4 to 7 below present the before and after impacts on General Fund reserves and the annual surplus (deficit) if the strategies identified in Table 8 were implemented.

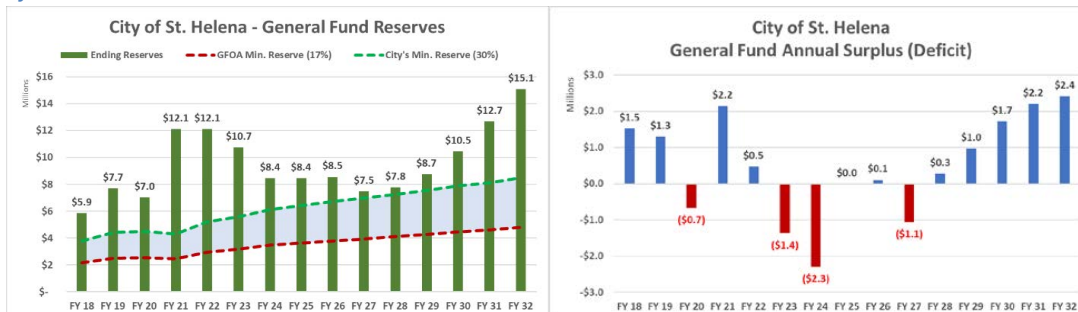
Scenario 1 – Business license tax with additional capacity in future years

Figure 4. Scenario 1 – Before and After Graphs of Reserves and Annual Surplus (Deficit)

Before



After



Scenario 2 – Providing capacity: business license tax; local transactions and use (sales) tax

Figure 5. Scenario 2 – Before and After Graphs of Reserves and Annual Surplus (Deficit)

Before



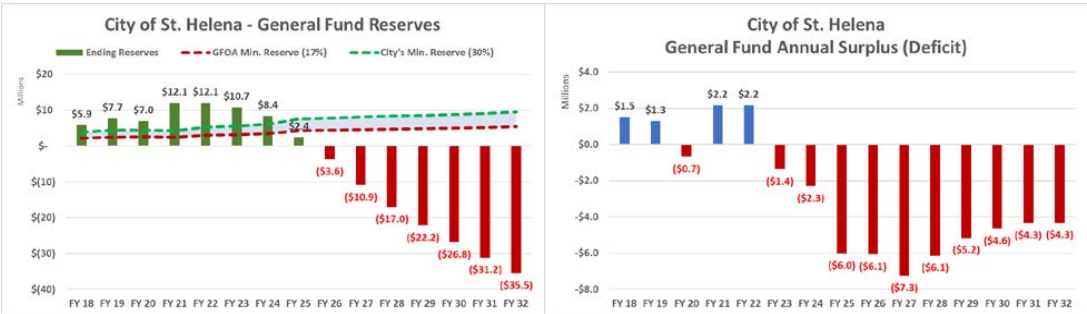
After



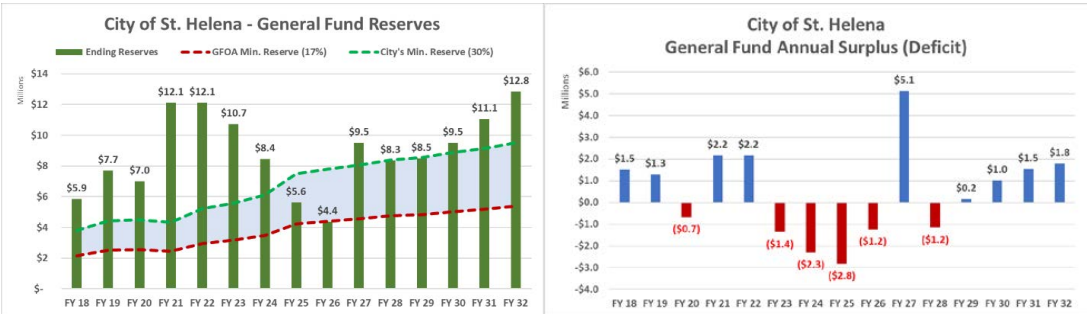
Scenario 3 – Providing capacity: business license tax; Charter City; real property transfer tax; sell surplus property

Figure 6. Scenario 3 – Before and After Graphs of Reserves and Annual Surplus (Deficit)

Before



After



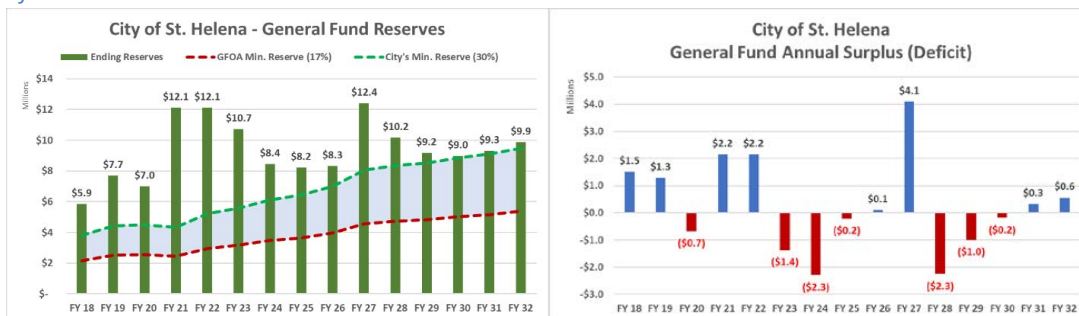
Scenario 4 – Providing capacity: TOT rate increase; local sales tax; library parcel tax; sell surplus property

Figure 7. **Scenario 4 – Before and After Graphs of Reserves and Annual Surplus (Deficit)**

Before



After



Concluding Remarks

The City's updated financial forecast indicates that there is fiscal capacity to provide services at existing levels. However, there are several unfunded or underfunded needs. The City organization is currently struggling to provide services and meeting the expectations of the community. The City is also having difficulty recruiting and retaining its employees due to compensation and benefits that are not considered competitive in the marketplace. This post-pandemic environment adds significant challenges to the City's ability to recruit staff even if compensation was competitive. The cost of housing in the geographic region, coupled with long commutes, makes the City less attractive as an employer. Competitive compensation is needed to attract and retain talent. The City leadership needs to address that issue as quickly as it can.

The magnitude of the costs associated with the City's underfunded needs which total \$5.3 million per year 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.

We look forward to discussing this matter with the City as the City Council and the leadership team work together with the community to address its operational and capital financing needs.

Attachment A – List of Additional Budget Strategies

The following table shows additional budget strategies that were identified but that did not meet a moderate or high fiscal impact threshold. A low fiscal impact budget strategy would have an estimated \$100,000 to \$350,000 impact to the general fund while minimal fiscal impact strategies are less than \$100,000.

Budget Strategy	Fiscal Impact
EXPENDITURE CONTROLS AND COST SHIFTS	
Review cost allocation methodology and update to ensure cost recovery	Low
Shift costs for roadway maintenance to solid waste provider	Low
Eliminate special pays	Low
Eliminate City contribution to deferred compensation plan	Minimal
SERVICE DELIVERY CHANGES	
Contract Police Services	TBD Depending on Desired Service Levels
Contract Fire Services	
Contract Parks and Recreation services with another jurisdiction (e.g., NPOSD, Calistoga, Santa Rosa)	Low
Contract parks maintenance services	Low
Consolidate code enforcement so that one officer can perform multiple inspections.	Minimal
Implement online permitting	Minimal
Implement adopt-a-spot volunteers in Parks and Recreation	Minimal
Increase partnerships	Minimal
Contract with County to Provide Library	Minimal
Contract with another agency to provide water and wastewater services	Minimal
Share Chief Building Official duties with neighboring jurisdictions	Minimal
Contract fleet maintenance	Minimal
SERVICE REDUCTIONS	
Reduce library hours	Low
Reduce tree maintenance	Low
Reduce frequency and/or level of service for Parks and Recreation	Low
Rely on part time staff at the library	Low
Reduce number of special events	Minimal
REVENUE ENHANCEMENTS	
Fully recover costs for fire inspections	Low

Budget Strategy	Fiscal Impact
Start charging for vegetation inspections	Low
Relax regulations on short term rentals to increase TOT	Low
Hire a hearing officer for parking citations to address appeals	Low
Increase solid waste franchise fees	Low
Increase Parks and Recreation fees to achieve cost recovery	Low
Review and update master fee schedule to achieve cost recovery goals	Low
Implement street impact fee	Low
Implement real property transfer tax	Low
Implement results of development fee study	Minimal
Establish a Business Improvement District	Minimal
Implement a water and wastewater rate study	Minimal
Implement a Friends of Parks and Recreations group	Minimal
Rent out library rooms	Minimal

Attachment B – Presentation Slides on Propositions 218 and 26

The following slides are excerpts from presentations provided by Baker Tilly to other California cities describing the provisions of Propositions 218 and 26 and the impact on the ability of cities to impose, extend or increase taxes in their communities. More guidance can be found in the League of California Cities' Propositions 26 and 218 Implementation Guide on the League's website.

Proposition 26 - Defining a Tax by What it is NOT

Specific benefit	• zoning permits, parking permits
Government service or product	• recreation classes, utilities
Permits and inspections	• building permits, police background checks
Local government property	• facility rentals, park rentals
Penalty for illegal activity	• parking fines, code enforcement fees
Property development	• planning fees, grading permits, development impact fees
Proposition 218 exceptions	• fees imposed on a property owner, fees for property related service

3 

Proposition 218 – When is a Tax Imposed, Increased or Extended

Imposed	Extended	Increased
• When a local tax ordinance is adopted	• A decision to extend the effective period for the tax	• Increase the rate of the tax • Revising the methodology by which the tax is calculated

4 

Taxes Require Voter Approval

	General Tax	Special Tax
Use of Revenues	Unrestricted	Specific purpose
Governing Body Approval	- General law cities – 2/3 of Councilmembers - Transactions and use tax– 2/3 of Councilmembers	Majority of Councilmembers
Voter Approval	Majority of voters voting on the measure	2/3 of the voters voting on the measure
Other Rules	Must be consolidated with a regularly scheduled general election of member of the governing body, unless a fiscal emergency is declared by unanimous vote	- Must be deposited into a separate fund - Must publish an annual report including - Tax rate - Amounts collected and expended - Status of projects funded by the tax

Source: The California Municipal Revenue Sources Handbook (5th Edition), Michael Coleman

5



November 5, 2024 Ballot Measure Package



June 11, 2024, City Council Meeting
April Mitts, Assistant City Manager



City Council Action Tonight

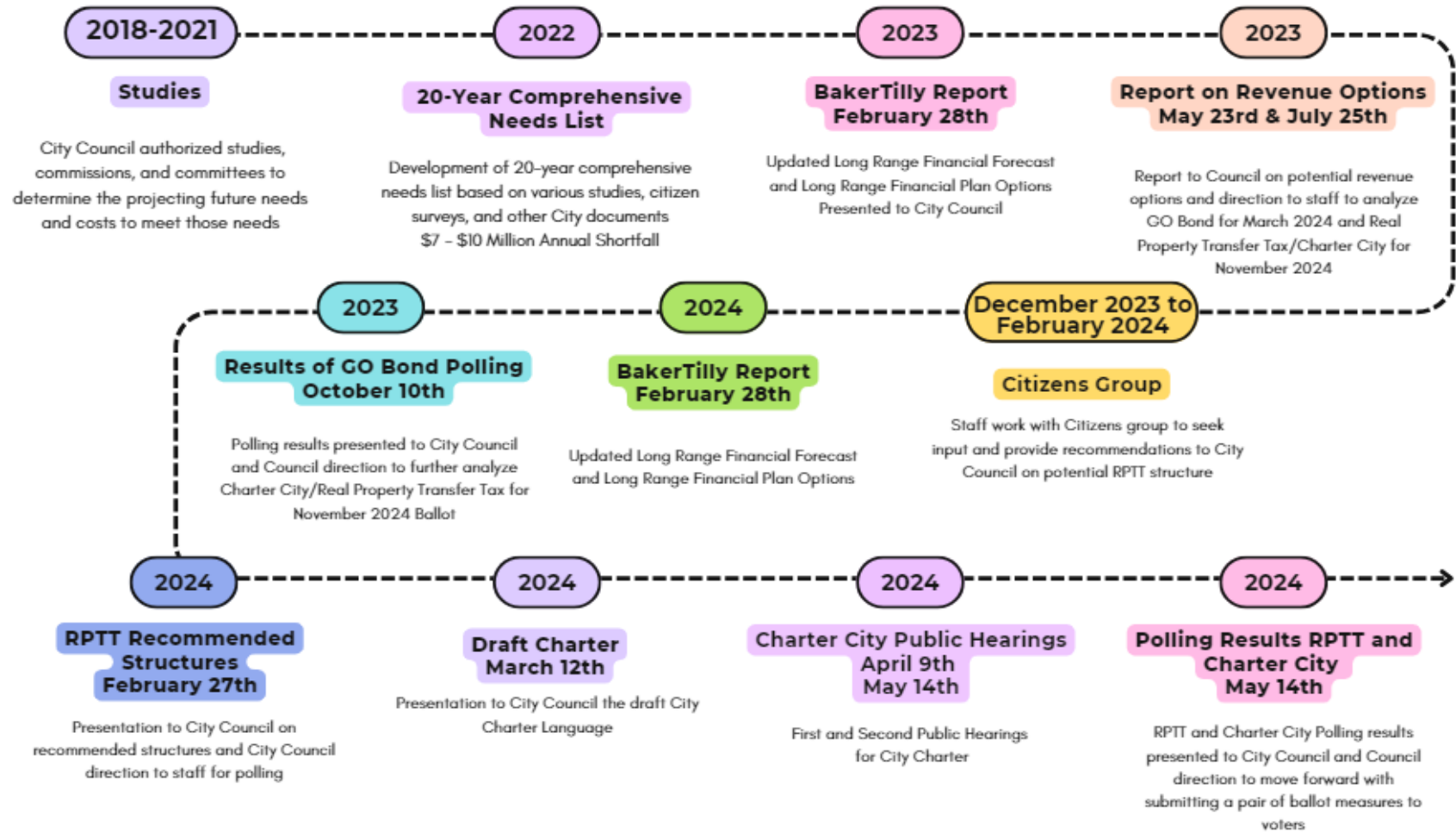
- Adopt 2 Resolutions Submitting a Package of Ballot Measures to the Voters
 - Charter City (likely A1)
 - Real Property Transfer Tax (likely A2)



Key Notes

- Estimated Need: \$7 - \$10 million annually
- Pair of Ballot Measures for Consideration
 - Charter City and Real Property Transfer Tax
- Estimated Revenue: \$5.3 million annually

Timeline





Characteristics of Proposed Charter

- Simple and “limited” charter
- Provide legal authority to enact a RPTT by voter approval*
- Continue to follow the General Law of the State of California in all other matters

* In order for the real property transfer tax to be implemented the City must become a charter city. Both the real property transfer tax measure and the city charter measure would be placed on the November 2024 ballot as a separate ballot measures.



Ballot Language Charter City – Likely A1

“To enhance local control over funding essential City services and generate funds that must stay local, shall the City of St. Helena Charter be adopted to establish St. Helena as a charter city with the ability to adopt local funding measures subject to voter approval, such as an increased real property transfer tax that could fund needed infrastructure improvements and public safety services throughout the City?”

YES

NO



Characteristics of RPTT – Graduated Rate

Sales Price	Tax Rate as a %	Tax Rate Per \$500.00
\$0 - \$999,999.99	-0-	-0-
\$1 m - \$5 m	1.5%	\$7.50
\$5,000,000.01 and over	3%	\$15.00



Ballot Language

Real Property Transfer Tax – Likely A2

City of St. Helena
Resolution No. 2024-____
Page 9

(B) A tax rate of fifteen dollars (\$15.00) for each five hundred dollars (\$500.00) or fractional part thereof on the entire purchase price of the property conveyed, when the total consideration or value of the interest of property conveyed (exclusive of the value of any lien or encumbrance remaining thereon at the time of sale) exceeds five million dollars (\$5,000,000.00).

(C) 3.22.030 – Persons Obligated.

Any tax imposed pursuant to Section 3.22.020 shall be paid by any person who makes, signs or issues any document or instrument subject to the tax, or for whose use or benefit the same is made, signed or issued. The transferor and transferee of the real property shall be jointly and severally liable for payment of this tax to the City.

3.22.040 - Exemptions.

No tax shall be imposed upon any of the following:

A. Any instrument in writing given solely to secure a debt;

Typographical Fix
Resolution - page 9



Ballot Language Real Property Transfer Tax – Likely A2

“To fund essential City services including repairing local streets/potholes, downtown sidewalks/infrastructure, maintaining emergency/fire response/evacuation routes, for general government use, shall St. Helena adopt a measure establishing a graduated real property transfer tax ranging from 1.5% - 3% of purchase price on sales over \$1,000,000 to be paid only by property buyers/sellers generating approximately \$5,300,000 annually until ended by voters, all funds staying in St. Helena/cannot be taken by the state, be adopted?”

YES

NO

City Council Action Tonight



- Adopt 2 Resolutions Submitting a Pair of Ballot Measures to the Voters
 - Charter City (likely A1)
 - Real Property Transfer Tax (likely A2)



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	June 11, 2024
FROM:	Joseph Leach, Public Works Director and City Engineer
SUBJECT:	Receive report and adopt a Resolution accepting the St. Helena Flood Project Condition Assessment Report.
RECOMMENDED ACTION:	Receive report and adopt associated Resolution.
PREVIOUS COUNCIL ACTION:	Reso 2004-015 adopted on 2/24/04: Council certified Final Environmental Impact Report for the Comprehensive Flood Protection Project. Reso 2004-016 adopted on 2/24/04: Council selected the Flood Control Project, adopted the Mitigation & Monitoring Reporting Plan, etc. and directed staff to commence funding and permitting of the preferred project. Reso 2006-071 adopted on 6/27/06: Council adopted an amendment to the CEQA document. Reso 2006-091 adopted on 7/11/06: Council authorized execution of a professional services agreement with Mead & Hunt. Reso 2007-007 adopted on 1/9/07: Council authorized execution of Amendment 1 of the professional services agreement with Mead & Hunt. Reso 2023-132 adopted on 10/10/23: Council authorized execution of professional services agreement with Mead & Hunt to perform a Condition Assessment.
STATEMENT OF THE PURPOSE:	Accept a Report documenting the condition of the St Helena Flood Project as evaluated professional engineering firm Mead & Hunt.
FINANCIAL IMPACT:	Beyond the continued monthly inspection by staff, monthly pest management services and seasonal maintenance of the facility/systems, staff has not determined the fiscal impacts to address the various recommended actions associated with this report.

BACKGROUND:

The St. Helena Flood Project has extensive history dating back to 1998. During the approval of the Hunter Subdivision in Fall 2023, a number of community members expressed concern over the integrity of the Flood Project. As noted above, at the October 10, 2023 Council meeting, the City Council authorized the execution of a professional services agreement with Mead & Hunt (MH), the original Engineer of

Record for the Flood Project. The Presentation (**Attachment 2**) includes a brief summary of the actions taken to develop this critical piece infrastructure that greatly benefits the community.

DISCUSSION:

The St Helena Flood Project Condition Assessment (**Attachment 1**) was based upon the following:

Pre-Inspection Document Review:

- Record Drawings
- Operations and Maintenance Manual
- City's Periodic Inspection Reports (10/30/2015 – 10/31/2023)
- Conservation Easement Monitoring Report (dated 11/12/2023)
- Pest Control Inspection and Treatment Reports

Field Inspection/Coordination with St Helena Public Works Staff:

- November 13, 2023

Consistent with the form utilized by City Staff to conduct the monthly inspection reports, MH followed the United States Army Corps of Engineers (USACE) Guidance for Periodic Inspection Procedures, including the systems and number of detailed items evaluated:

- Levee Embankment Systems (15 items)
- Floodwall Systems (9 items)
- Interior Drainage Systems (15 items)
- Pump Station Systems (21 items)
- Flood Damage Reduction Channels Systems (11 items)

The presentation and report provide details on the evaluation process and the rating system outcomes (i.e. "Acceptable", "Minimally Acceptable", "Unacceptable" or "Not Applicable") for the systems and the items that comprise that system. Other than the items noted below, the items for the various systems received either "Acceptable" or "Not Applicable" rankings.

The items below received a "**Minimally Acceptable**" ranking:

- Floodwall System, Component Item 1. Unwanted Vegetation Growth
- Floodwall System, Component Item 5. Tilting, Sliding or Settlement of Concrete Structures
- Floodwall System, Component Item 7. Monolith Joints
- Pump Station System, Component Item 6. Fencing and Gates

The following item received an "**Unacceptable**" ranking:

- Interior Drainage System, Component Item 9. Culverts/Discharge Pipes

Below represents the System, Component Item number, and proposed action from staff consistent with the recommendations in the Report.

- Floodwall System, Component Item 1. Unwanted Vegetation Growth. Staff will remove waterside vegetation within fifteen feet of the waterside face of the floodwall.
- Floodwall System, Component Item 5. Tilting, Sliding or Settlement of Concrete Structures. Staff will closely monitor this area during and directly after high-water events and document conditions. Additionally, staff will initiate a detailed study of this area to evaluate the need and extent of bank stabilization required.
- Floodwall System, Component Item 7. Monolith Joints. Staff will put into place a repair/replacement program for the monolith joints in the floodwall. Additionally, Staff will regularly inspect the joints for continued deterioration. Specifically, where the handrail anchors were installed close to a floodwall joint, staff will pursue repairs to remove the spalled concrete, coat any exposed reinforcement to prevent reinforcement corrosion, patch the concrete, and re-secure the handrail.
- Pump Station System, Component Item 6. Fencing and Gates. Staff will monitor the walls on the south side of the pump station on an annual basis for further tilting of the walls towards the inlet. If the cracks at the southeast and southwest corners continue to open further, staff will retain a consultant to perform a more detailed study to determine an appropriate course of action.
- Interior Drainage System, Component Item 9. Culverts/Discharge Pipes. Staff will pursue CCTV of the outfall/discharge pipes/culverts and provide the report to Mead & Hunt for review.

As noted under Fiscal Impacts, staff does not know the costs associated with the various mitigation measures but will follow city procedures to retain vendors (contractors or consultants) to remedy the items consistent with the recommendations.

ENVIRONMENTAL REVIEW:

The original development of the Flood Control Project was subject to CEQA and was approved by Council with associated amendments. The acceptance of the report is not subject to CEQA action.

GOAL:

Goal 1: Strengthen Financial Sustainability

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution - Accepting St Helena Flood Project Condition Assessment Report](#)
[01 - St Helena FPP - Assessment Report_041224](#)
[02 - St Helena Flood Project Assessment Presentation_050624](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

ACCEPTING THE 2024 CITY OF ST. HELENA FLOOD
PROJECT CONDITION ASSESSMENT REPORT

RECITALS

- A. With history dating back to 1998, the St. Helena Flood Project has extensive history from preliminary development, CEQA certification, permitting and funding processing and flood plain modification processing through the Federal Emergency Management Agency, etc.; and
- B. On October 10, 2023, the City Council adopted Resolution No. 2023-132 authorizing the execution of a professional services agreement with Mead & Hunt, the original Engineer of Record for the Flood Project, to perform a Condition Assessment; and
- C. On November 13, 2023, representatives from Mead & Hunt and the City of St Helena Underground Utilities Division of the Public Works Department conducted a field inspection of the project; and
- D. Utilizing inspection and evaluation criteria established by the United States Army Corps of Engineers (USACE) Guidance for Periodic Inspection Procedures, Mead & Hunt evaluated five project systems with a number of items within each system; and
- E. Pages 1 and 2 of the Report delineate recommended actions.

RESOLUTION

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

The City Council accepts the 2024 City of St. Helena Flood Project Condition Assessment (**Attachment 1**) as a final document.

Approved at a Regular Meeting of the St. Helena City Council on June 11, 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 Tzaopoulos, City Clerk



FINAL REPORT

Project Assessment Report

ST HELENA FLOOD PROTECTION PROJECT
CITY OF ST HELENA



PROJECT NUMBER 1950000-232215.01

April 12, 2024

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LIST OF CONTRIBUTORS

The following individuals contributed to the development of this document and assessment presented herein:

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1. Executive Summary

The Comprehensive Flood Protection Project (Project) is located within the City of St. Helena in Napa County. The Project is divided into five Systems, including the Levee Embankment, Floodwall, Interior Drainage, Pump Station, and Flood Damage Reduction Channel. Construction of the Project was completed in 2011, and the Project is operated and maintained by the City.

A visual field inspection was performed by Mead & Hunt engineers to evaluate the physical condition of the five Project Systems. In order to determine the rating of each Project System, the individual Components of each System were rated in accordance with the Project's Flood Damage Reduction Segment/System Inspection Forms.

- **Acceptable System:** All Components are rated as Acceptable.
- **Minimally Acceptable System:** If one or more Components are rated as Minimally Acceptable or one or more Components are rated as Unacceptable, and an engineering determination concludes that the Unacceptable items would not prevent the System from performing as intended during the next flood event.
- **Unacceptable System:** If one or more Components are rated as Unacceptable and would prevent the System from performing as intended, or a serious deficiency noted in past inspections (which had previously resulted in a minimally acceptable System rating) has not been corrected within the established timeframe, not to exceed two years.

The **Levee Embankment System** received an **Acceptable** rating because all system Components received an Acceptable rating.

The **Floodwall System** received a **Minimally Acceptable** rating because the system had Components that received Minimally Acceptable ratings. The Components that received less than acceptable ratings during the visual inspection are:

- **Floodwall System, Component Item 1. Unwanted Vegetation Growth – Minimally Acceptable**
Minimal vegetation growth was observed on the waterside of the floodwall, within fifteen feet of the floodwall.
Recommendation: Remove waterside vegetation within fifteen feet of the waterside face of the floodwall.
- **Floodwall System, Component Item 5. Tilting, Sliding or Settlement of Concrete Structures – Minimally Acceptable**
The tilting, sliding, and settlement of the "T" wall section at the interface with the "I" wall section just upstream of STA 37+23.50 was observed to be Minimally Acceptable. The tilting, sliding, and settlement of this "T" wall section is evidence that this section of wall has rotated towards Sulphur Creek in relation to the adjacent "I" wall section.
Recommendation: It is recommended that City staff closely monitor this area during and directly after a highwater events and document conditions. It is further recommended that a detailed study of this area be initiated in the near-term to evaluate the need and extent of bank stabilization required.

- **Floodwall System, Component Item 7. Monolith Joints – Minimally Acceptable**

There are sixty-six joints from the start to the end of the floodwall. Thirty-seven of the sixty-six joints showed a slight widening of the joint and had some type of repair or addition of the sealant at the surface of the joint. Of those thirty-seven joints, about half have some type of sealant repair completed by adding additional sealant. Many of these sealant repairs were completed in a way that did not result the joint sealant being put back to its original condition and still leaving the sealant with cracks. In addition, a single location was identified where the top handrail anchors of the baseplate were installed close to a joint in the concrete wall. The movement of the joint in the plane of the wall in combination with the stiff handrailing has caused the concrete to pop and spall off the top corner of the joint.

Recommendation: It is recommended that City staff put in place a repair/replacement program for the monolith joints in the floodwall. Further, City staff should regularly inspect the joints for continued deterioration. At the location where the handrail anchors were installed close to a floodwall joint, it is recommended to remove the spalled concrete, coat any exposed reinforcement to prevent reinforcement corrosion, patch the concrete, and re-secure the handrail.

The **Interior Drainage System** received a **Minimally Acceptable** rating because the system had a Component that received an Unacceptable rating, but it was determined this Component would not prevent the System from performing as intended.

- **Interior Drainage System, Component Item 9. Culverts/Discharge Pipes – Unacceptable**

The interior of the drainage culvert that passes through the levee embankment has not been visually inspected or inspected by video recording equipment within the past five years.

Recommendation: Perform a visual inspection and provide the report to the inspector for review.

The **Pump Station System** received a **Minimally Acceptable** rating because the system had a Component that received Minimally Acceptable rating. The Component that received a less than acceptable rating during the visual inspection is:

- **Pump Station System, Component Item 6. Fencing and Gates – Minimally Acceptable**

The Concrete Masonry Unit (CMU) perimeter wall (fence) is a Proto II wall system. Most of the wall is in good condition except for the short wall sections on the inlet (south) side of the pump station. The CMU Proto II walls on the south side of the pump station were tilting away from the interior of the compound and resulted in a crack at the top of the wall at each of the southeast and southwest corners.

Recommendation: The City staff should monitor the walls on the south side of the pump station on an annual basis for further tilting of the walls towards the inlet. If the cracks at the southeast and southwest corners continue to open further, a more detailed study is recommended.

The **Flood Damage Reduction Channels System** received an **Acceptable** rating because all system Components received an Acceptable rating.

Based on the results of the Project System ratings, our opinion is that the Project is in sound condition. The minimally acceptable Systems were found to not pose a significant risk to the integrity of the flood protection facilities.

2. Inspection Team and Date of Inspection

A. System Assessment

Due to heavy rainfall events since the Comprehensive Flood Protection Project's (Project) completion and the age of the facility, the City requested an assessment of the Project's flood protection features. To complete the Project assessment, Mead & Hunt, Inc. (Mead & Hunt) performed a visual inspection of the Project features. This inspection included the levee, floodwall, bank protection, detention basin, outlet culvert, pump station, and related drainage features.

B. Pre-Inspection

Pre-inspection documents of the Project were compiled and reviewed by the inspection team prior to the visual inspection. The documents included design documents, the operations and maintenance manual, previous periodic inspection reports (10/30/2015 to 10/31/2023), Conservation Easement Monitoring Report (dated 11/12/2023), Pest Control inspection and treatment reports, and record drawings.

C. Field Inspection

A visual field inspection was performed to evaluate the physical condition of the Project features. This inspection was performed by a multidisciplinary team of engineers. City maintenance crews were present during the field inspection to provide access to the stormwater pump station facility and answer questions during the inspection of the levee and floodwall.

D. Inspection Team

Jeff Kashiwada, PE – Civil Engineer, Mead & Hunt
Stephen Sullivan, PE – Senior Civil Engineer, Mead & Hunt
Todd Petrik, PE – Senior Engineer, Mead & Hunt
Brian Arroyo – City of St. Helena Operations
Dave Valerga – City of St. Helena Operations

E. Date of Inspection

November 13, 2023

3. System Background Information

A. Project Background and Purpose

Floods in 1986 and 1995 overtopped existing flood control structures along the Napa River, causing significant damage to the Vineyard Valley Mobile Home Park (VVMHP) and Hunts Grove Apartments, ultimately resulting in over \$50 million in damages to the City. In March 1998, with the passage of Measure A, a countywide 0.5 cent flood protection sales tax initiative, the City had the resources necessary to effectively study and implement a flood protection strategy. In October 1998, the City joined in a collaborative effort with the Napa County Board of Supervisors and the Napa County Flood Control District (NCFCD) to perform a joint study of the Napa River to better understand the hydraulics of flood flows in the Napa River from Deer Park Road to below Pope Street. The study's conclusions indicated a more serious flood hazard to the community than previously established by the Federal Emergency Management Agency (FEMA) and resulted in the enlargement of the 100-year flood plain.

Subsequently, the City received a grant from FEMA to further study potential ways to reduce flood damages, which the City used to conduct the Comprehensive Flood Protection Study (Study). The Study evaluated over 20 project elements and combinations of project elements involving the entire Napa River reach within the City's jurisdictional boundaries. The results of the Study led the City to focus on the most vulnerable reach, located between Pratt Avenue and the Pope Street Bridge.

The City conducted three years of consultations with the community and developed several possible alternatives. In January 2003, the City released a Draft Environmental Impact Report (EIR) analyzing three flood protection plans. Based on the comments received on the Draft EIR, the City decided to release a revised Draft EIR in August 2003, which analyzed the potential impacts of one of the plans. The City adopted the Final EIR in February 2004 with a preferred plan called the Enhanced Minimum Plan Modification A (EMP A), which involved:

- relocation of mobile homes,
- construction of a floodwall and levee system,
- excavation of flood overflow channels to increase flood conveyance,
- removal of hard bank protection structures and replacement with natural shoreline and aquatic/riparian habitat,
- planting of native riparian plant communities, and
- installation of bioengineered bank stabilization.

Shortly following the City Council's approval of the 2004 Plan, an environmental advocacy organization called Living Rivers Council (LRC) filed litigation against the City, alleging that the EIR certified by the City Council prior to project approval failed to satisfy the mandates of CEQA. Pursuant to settlement negotiations in 2005 between the City and LRC, a series of project refinements, proposed by LRC as part of a proposed Settlement Agreement between the parties, were considered and ultimately adopted by the City Council. These refinements were studied in an Addendum, which was considered by the City Council, along with the original EIR, prior to adopting the changes. The Addendum found, and the City Council concurred, that the refinements did not result in any new significant impacts nor any substantially more severe significant impacts than those disclosed in the original EIR, referred to as the "2005 Plan".

In 2006, the City identified a funding shortfall that would make the full implementation of the 2005 Plan impossible for the foreseeable future. As a result of this fiscal reality, and because of the pressing need to obtain improved flood control for St. Helena, the City out of necessity examined design alternatives that could substantially reduce project costs. A revised plan, referred to as the “2006 Plan,” embodied the project refinements adopted by the City in response to these changed circumstances. Notably, the City developed these refinements to be fully consistent with the express terms of the Settlement Agreement reached between the City and LRC to settle the CEQA litigation filed by LRC.

The 2006 Plan became the Comprehensive Flood Protection Project, and the design was prepared by Mead & Hunt, Inc. (Mead & Hunt) and SH+G Engineering (now Waterways Consulting, Inc.). The City was the Construction Manager with the primary responsibility of verifying that the work was constructed according to the plans and specifications. The City also provided full time construction inspection and verified that the environmental training and monitoring were being performed. Kleinfelder, Inc. provided sampling and testing services. The Project construction was completed in two phases, which were mainly conducted in the 2009 and 2010 construction seasons; however, limited construction activities extended into the following calendar year for both phases. The construction contract was awarded on April 14, 2009 and the City Council adopted Notice of Completion on April 12, 2011.

B. System Descriptions

The Comprehensive Flood Protection Project included construction of the following Systems. Refer to the Exhibit in **Appendix A** that outlines the locations of the Project Systems.

Levee Embankment – A new levee was constructed to the east along the alignment of Adams Street between the extension of Starr Avenue and the existing VVMHP floodwall on the north side of the park. Adams Street was not extended (as a road) along the levee as part of this project, but non-paved, gated gravel driveway was built to provide the required maintenance and emergency access to the Project area. The levee is approximately 2,000 lineal feet in length and was built with waterside and landside slopes of 3H:1V and a top width that varies from 20- to 48-feet wide.

Floodwall – A new setback floodwall was constructed to surround the remaining homes within the VVMHP. The floodwall was extended from the existing VVMHP floodwall location to the Sulphur Creek confluence with the Napa River, and upstream along the Sulphur Creek north bank for an approximate distance of 250 feet to the Paseo Grand Drive bridge. Approximately 1,350 feet of compaction grouting soil stabilization and ground improvement measures were completed along the floodwall alignment adjacent to the Napa River to establish the proper foundation conditions. The cast-in-place concrete floodwall is approximately 2,000 lineal feet long. The floodwall was constructed as a “T-wall,” except for a portion of the floodwall along Sulphur Creek/Napa River confluence and upstream along the creek which was constructed as an “I-wall.” The “I-wall” is 198 lineal feet long and supported on 2-foot diameter cast-in-place concrete piers.

Interior Drainage System – A detention basin and pump station (see separate System below) was constructed inboard of the new levee northwest of the existing VVMHP floodwall. The two existing storm

drains were diverted into this basin and the two existing storm drain outfalls into the Napa River were removed. A new storm drain culvert with a positive closure gate structure was constructed through the levee embankment. A collection pipe along the inboard side of the floodwall is routed to the storm drain manhole for the gravity culvert at the pump station.

Pump Station – A pump station was constructed to evacuate stormwater from the Interior Drainage System when the water surface elevation within the Napa River is too high to allow for gravity flow through the levee culvert.

Flood Damage Reduction Channel – A drainage ditch was constructed along the outboard edge of the new levee and connected to the existing ditch from Fulton Lane. The existing drainage ditch was diverted at this point northward into the vegetated swale that flows to the Napa River. A 36-inch storm drain was also constructed to route storm water from Starr Avenue west to near the start of the Adams Street Levee and discharges into the vegetated drainage ditch waterward of the levee.

4. Inspection Findings and Evaluations

A rating summary of the Project System Components based on our visual inspection are provided in the table below. The ratings were determined in accordance with the criteria set forth in the United States Army Corps of Engineers (USACE) Inspection Forms, which are the same forms used by City staff during their monthly inspections of the Project condition. The Exhibit in **Appendix A** outlines the Project Systems and locations of our visual inspection observations, and **Appendix B** includes select photographs of our visual inspection.

The condition of each Project System is determined based on the rating of the individual Components of each System, in accordance with the Project's Flood Damage Reduction Segment/System Inspection Forms.

- Acceptable System: All Components are rated as Acceptable.
- Minimally Acceptable System: If one or more Components are rated as Minimally Acceptable or one or more Components are rated as Unacceptable, and an engineering determination concludes that the Unacceptable items would not prevent the System from performing as intended during the next flood event.
- Unacceptable System: If one or more Components are rated as Unacceptable and would prevent the System from performing as intended, or a serious deficiency noted in past inspections (which had previously resulted in a minimally acceptable System rating) has not been corrected within the established timeframe, not to exceed two years.

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY		
A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable		
System	Component	Rating
Levee Embankments	Item 1. Unwanted Vegetation Growth	A
	Item 2. Sod Cover	A
	Item 3. Encroachments	A
	Item 4. Closure Structures	N/A
	Item 5. Slope Stability	A
	Item 6. Erosion/Bank Caving	A
	Item 7. Settlement	A
	Item 8. Depressions/Rutting	A
	Item 9. Cracking	A
	Item 10. Animal Control	A
	Item 11. Culverts/Discharge Pipes	N/A
	Item 12. Riprap Revetments and Bank Protection	N/A
	Item 13. Revetments Other than Riprap	N/A
	Item 14. Underseepage Relief Wells/Toe Drainage Systems	N/A
	Item 15. Seepage	N/A

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY		
A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable		
System	Component	Rating
Floodwalls	Item 1. Unwanted Vegetation Growth	M
	Item 2. Encroachments	A
	Item 3. Closure Structures	N/A
	Item 4. Concrete Surfaces	A
	Item 5. Tilting, Sliding or Settlement of Concrete Structures	M
	Item 6. Foundation of Concrete Structures	A
	Item 7. Monolith Joints	M
	Item 8. Underseepage Relief Wells/Toe Drainage Systems	A
	Item 9. Seepage	A
Interior Drainage System	Item 1. Vegetation and Obstructions	A
	Item 2. Encroachments	A
	Item 3. Ponding Areas	A
	Item 4. Fencing and Gates	N/A
	Item 5. Concrete Surfaces	A
	Item 6. Tilting, Sliding or Settlement of Concrete and Sheet Pile Structures	A
	Item 7. Foundation of Concrete Structures	A
	Item 8. Monolith Joints	A
	Item 9. Culverts/Discharge Pipes	U
	Item 10. Sluice/Slide Gates	A
	Item 11. Flap Gates/Flap Valves/Pinch Valves	A
	Item 12. Trash Racks	A
	Item 13. Other Metallic Items	A
	Item 14. Riprap Revetments of Inlet/Discharge Items	A
	Item 15. Revetments Other than Riprap	N/A
Pump Station	Item 1. Pump Stations Operating, Maintenance, Training, and Inspection Records	A
	Item 2. Pump Station Operations and Maintenance Equipment Manuals	A
	Item 3. Safety Compliance	N/A
	Item 4. Communications	A
	Item 5. Plant Building	N/A
	Item 6. Fencing and Gates	M
	Item 7. Pumps	A
	Item 8. Motors, Engines, Fans, Gear Reducers, Back Stop Devices, etc.	A
	Item 9. Sumps/Wet Well	A
	Item 10. Mechanical Operating Trash Rakes	N/A
	Item 11. Non-Mechanical Trash Racks	A
	Item 12. Fuel System for Pump Engines	N/A
	Item 13. Power Source	A

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY		
A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable		
System	Component	Rating
Pump Station (Continued)	Item 14. Electrical Systems	A
	Item 15. Megger Testing on Pump Motors and Critical Power Cables	A
	Item 16. Enclosures, Panels, Conduits and Ducts	A
	Item 17. Intake and Discharge Pipelines	A
	Item 18. Sluice/Slide Gates	N/A
	Item 19. Flap Gates/Flap Valves/Pinch Valves	A
	Item 20. Cranes	N/A
	Item 21. Other Metallic Items	A
Flood Damage Reduction Channels	Item 1. Vegetation and Obstructions	A
	Item 2. Shoaling	A
	Item 3. Encroachments	A
	Item 4. Erosion	A
	Item 5. Concrete Surfaces	A
	Item 6. Tilting, Sliding or Settlement of Concrete Structures	A
	Item 7. Foundation of Concrete Structures	A
	Item 8. Slab and Monolith Joints	A
	Item 9. Flap Gates/Flap Valves/Pinch Valves	N/A
	Item 10. Riprap Revetments and Banks	A
	Item 11. Revetments Other than Riprap	N/A

A. Levee Embankments System

The visual inspection of the levee began at the transition of the levee and floodwall on the waterside. The inspection team proceeded southwesterly to the beginning of the levee. Once inspection of the waterside slope was completed, the inspection team crossed the levee and inspected the landside slope, terminating at the transition of the levee and floodwall on the landside.

No unwanted vegetation growth was observed on either the waterside or landside of the levee. The levee slopes were recently mowed, and no trees or bushes were observed within the vegetation free zone (which extends 15 feet from the toe of the levee embankment). There was adequate coverage of sod over the waterside and landside levee slopes. Refer to *Levee Photo 1* in **Appendix B-1**.

No encroachments to the levee embankment were observed.

There are no closure structures along the levee segment of the Project.

No slides, sloughs, tension cracking, slope depressions, bulges, or any other slope stability issues of the levee embankment were observed.

No erosion or bank caving of the levee embankment was observed.

No depressions of the levee embankment that would indicate settlement were observed. The levee embankment was well established without any indications of surface irregularities which would cause water to pond.

Longitudinal cracking was observed in the upper portion of the landside slope. The cracking began approximately 350 feet north of the beginning of the levee and extended in segments along the levee approximately 150 feet in length. The cracking was observed to be less than an inch wide and less than 3 inches deep, well within the surface of the wide levee embankment. No vertical movement or sloughing was observed above or below the longitudinal cracking along the slope. In our opinion, these observed longitudinal cracks are normal desiccation cracking resulting from low surface moisture in the clay embankment soils that will close when the material expands during saturation. There is no indication of embankment deterioration or movement, and the surficial cracking does not pose any risk to the levee integrity. Refer to *Levee Photo 8* in **Appendix B-1**.

Evidence of burrowing animal activity was observed in both the waterside and landside slopes of the levee, in areas as identified on Exhibit A. The animal burrow holes were typically less than 2-inches in diameter and less than 6-inches deep. The City contracts with a commercial pest control company to routinely treat the levee embankment, and City staff routinely fills existing burrows with soil material. In our opinion, since the animal burrows were observed to be less than 6-inches deep and are well outside the core of the levee embankment, they do not pose any risk to the levee integrity. Refer to *Levee Photos 2 through 7* in **Appendix B-1**.

There are no revetments (riprap or other non-riprap) for the levee segment of this Project.

There are no under-seepage relief wells or toe drainage systems for the levee segment of this Project.

There were no areas of observed seepage for the levee segment of this Project.

B. Floodwall System

No unwanted vegetation growth was observed on the landside of the floodwall. There were no trees or bushes observed within the easement area on the landside of the floodwall (which typically extends 12 feet from the landside face of the wall).

Minimal vegetation growth was observed on the waterside of the floodwall, within 15 feet of the floodwall.

No encroachments to the floodwall system were observed.

There are no closure structures along the floodwall segment of the Project.

Concrete Surfaces: The concrete surfaces of the floodwalls were in good condition. There was no visible concrete spalling or corrosion of reinforcing bars. A survey of both the water-side and dry-side of the walls shows little to no cracking in the walls. The small cracks that were visible were very tight and did not have

any associated spalling of concrete on either side of the crack. There were a few locations along the length of the wall where a caulking sealant had been placed into the wider concrete cracks. This sealant was applied on the surface, and it appeared that the sealant had not been injected into the crack.

Tilting, Sliding or Settlement: The “T” wall section of the floodwall had no visible Tilting, Sliding, or Settlement for the entire length of the wall except for a short distance upstream of the transition point between the “T” wall and the “I” wall at STA 37+23.50 (see below Details of the “T” wall and “I” wall from the Project Record Drawings, and refer to *Floodwall Photos 5 through 9* in **Appendix B-2**. At the transition from “T” wall to “I” wall, the following was observed in the “T” wall section:

- The top of the “T” wall is approximately 1-1/2” lower than the top of the “I” wall. This implies the “T” wall is settling or has settled.
- The top of the “T” wall is tilting towards Sulphur Creek approximately 1-1/2”. The 1-1/2” distance is the difference measured between the face of the “T” wall and the adjacent “I” wall at the top of the wall. Since the “T” wall section offset is combined with 1-1/2” settlement stated above, this implies that the foundation and wall are rotating towards Sulphur Creek.
- A determination of the “T” wall sliding towards Sulphur Creek was not determined by direct measurements during this inspection. However, when the bottom of the “T” wall to “I” wall transition at ground level is viewed from the creek side, it appears that the faces of both walls are in the same plane. This too, supports the concept that the wall is tilting, or rotating towards Sulphur Creek.

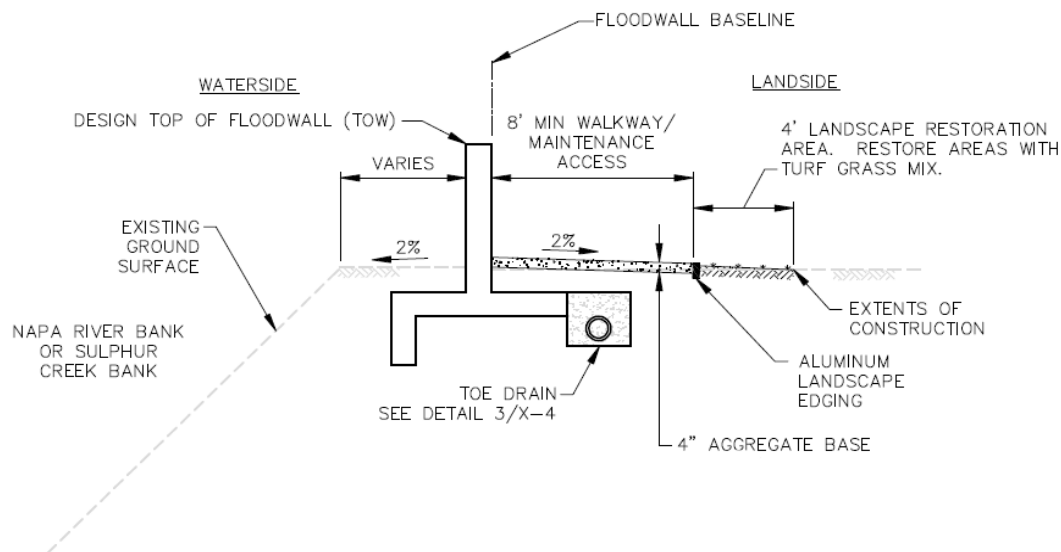


FIGURE 1. "T" WALL DETAIL (REFER TO RECORD DRAWINGS FOR CLARITY)

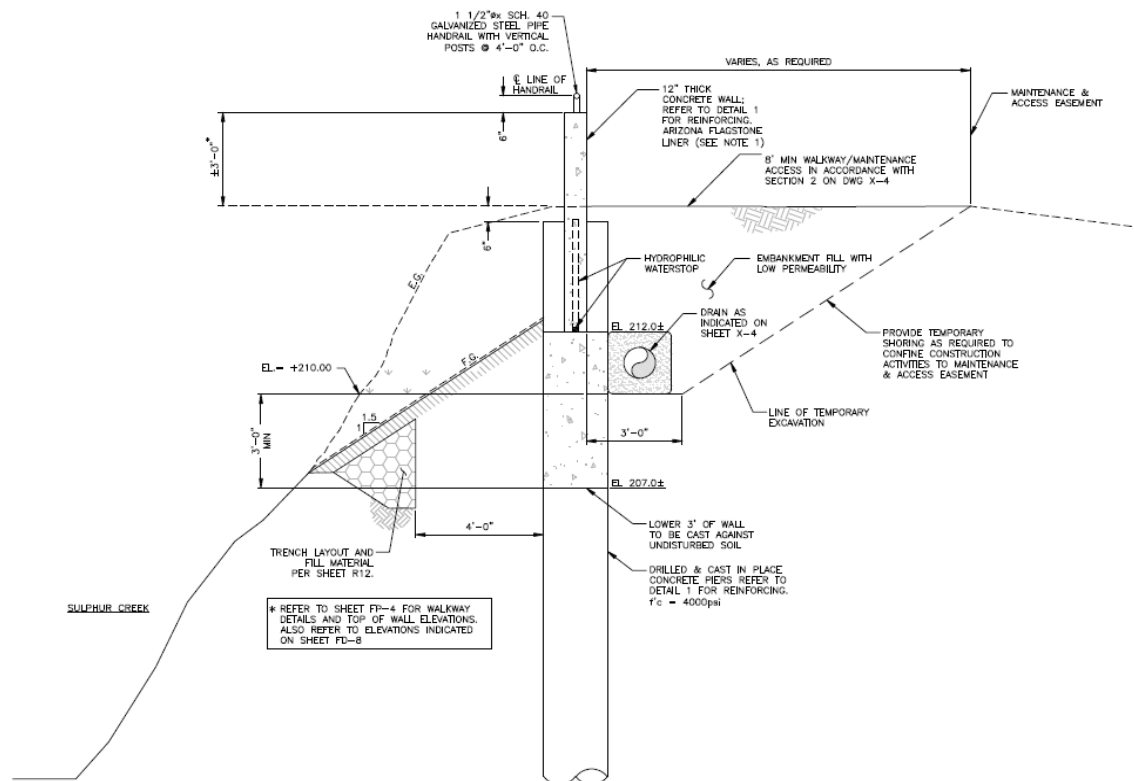


FIGURE 2. "I" WALL DETAIL (REFER TO RECORD DRAWINGS FOR CLARITY)

Foundations: The only foundations that are visible along the entire section of the floodwalls are short top sections of the drilled, cast-in-place concrete piers along the length of the "I" wall. There was no visual cracking or spalling of concrete, or corrosion of reinforcement visible in any of the piers that could be seen above grade.

Monolith Joints: For the purposes of this report, Monolith Joints are defined as joints between concrete placements. These joints in this floodwall vary in width between 1/2" to 1" with waterstops at the core and are filled with preformed expansion joint filler and sealed at the outside face of the concrete section with a joint sealant (see Detail below from the Project Record Drawings).

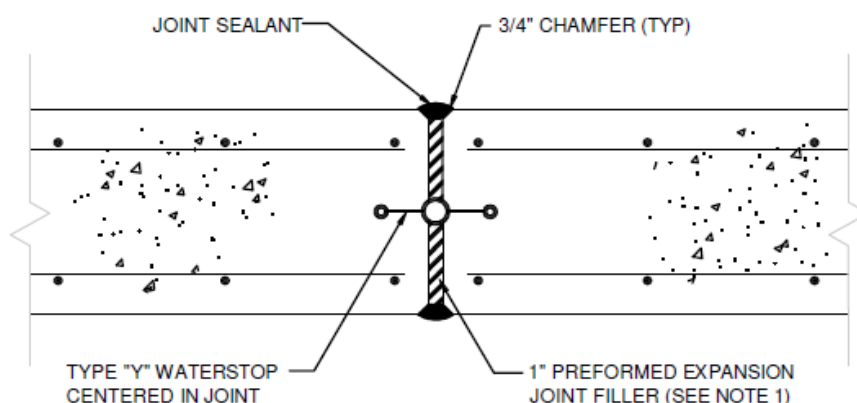


FIGURE 3. MONOLITH JOINT DETAILS

There are a total of sixty-six joints from the start to the end of the floodwall. Thirty-seven of the sixty-six joints showed a slight widening of the joint and had some type of repair or addition of the sealant at the out face of the joint. The in-plane widening of the joints is to be expected over time as the in-plane lengths of the concrete panel sections continue to expand and contract due to temperature changes. In about half of the joints, the sealant was able to stretch such that the sealant was still intact and did not show cracking or stretching. In the thirty-seven joints noted above, the in-plane widening resulted in the sealant tearing of varying degree. Refer to *Floodwall Photos 1 and 2* in **Appendix B-2**. Of those thirty-seven joints, about half have some type of sealant repair completed by adding in additional sealant. Many of these sealant repairs were surficial and did not result the joint sealant being put back to its original condition and still leaving the joint seals with cracks.

One other issue worth mentioning under Joints is a single location where the top handrail anchors of the baseplate were installed close to a joint in the concrete wall. The concrete joint is opening ever so slightly as the walls shrink in the plane of the wall and the stiff solid pipe handrailing stays fixed, which puts pressure on the anchor bolts against the joint face. The movement of the joint in the plane of the wall in combination with the stiff handrailing has caused the concrete to pop and spall off the top corner of the joint. Refer to *Floodwall Photos 3 and 4* in **Appendix B-2**.

Visible portions of the floodwall toe drainage piping appeared to be in acceptable condition. There were no visible issues with the piping and the inlets were free from debris.

There were no areas of observed seepage for the floodwall segment of this Project.

C. Interior Drainage System

For this assessment, the components of the Interior Drainage System include the storm drain pipeline parallel to Del Rio Court that connects to the detention basin and continues through the levee embankment (levee culvert), the detention basin, the levee culvert positive closure gate structure within the levee embankment, and the storm drain outfall structure. Refer to **Appendix A** for component locations.

The vegetation around the interior drainage system was well maintained, except for the area around the levee culvert outfall structure. The levee culvert outfall structure was not visible from the waterside bench between the toe of levee and terrace excavation. However, the inspection team was able to access the outfall structure from within the terrace excavation and determined the vegetation was adequately setback to allow for proper operation of the flap gate mounted to the outfall structure and drainage out of the levee culvert was not restricted. Refer to *Levee Photo 9* in **Appendix B-1**.

No encroachments to the interior drainage system were observed.

No areas of significant surface irregularities which would cause water to pond were observed for the interior drainage system.

There are no fences or gates as part of the interior drainage system.

The reinforced concrete detention basin weir, levee culvert positive closure structure, and levee culvert outfall structure were all in acceptable condition. There were no visible issues with the concrete surfaces, no observed tilting, sliding, or settlement, no observed issues with the structure foundations, and no observed issues with the structure joints.

Visible portions of reinforced concrete storm drain piping appeared to be in acceptable condition. However, the culverts received an Unacceptable rating because the condition of the pipe interiors has not been verified using television camera videotaping or other visual inspection methods within the past five years.

The slide gate within the positive closure structure appeared to be in acceptable condition. City operations staff indicated the slide gate is trial operated annually, prior to the beginning of the rainy season in accordance with the Operations & Maintenance Manual.

The flap gate mounted to the reinforced concrete outfall structure was in acceptable condition. The vegetation is maintained to allow unrestricted operation of the flap gate.

The galvanized steel trash rack for the detention basin weir was observed to be in acceptable condition, without any signs of damage or rust.

The detention basin weir metal grating and steel access cover for the positive closure gate structure at top of levee were observed to be in acceptable condition.

The rip rap in the detention basin around the weir structure, the pump station sump, and drainage ditches/swales were all in stable condition and well keyed into the surrounding grade. There were no signs of rip rap movement or settlement. At the levee culvert outfall structure, there was an observed void in the riprap behind the back wall of the structure on the westside. Refer to *Levee Photo 10* in **Appendix B-1**, but this appears to have been intentionally moved due to installation of the irrigation system for the terrace excavation plantings, with no evidence of adverse impact. No riprap movement, settlement, or erosion was observed.

There are no revetments other than riprap for the interior drainage system.

D. Pump Station System

The perimeter chain link vehicle and pedestrian gates were observed to have no damage and to be in good working order.

The Concrete Masonry Unit (CMU) perimeter wall (fence) is a Proto II wall system. The majority of the wall is in good condition except for the short wall sections on the inlet (south) side of the pump station. The CMU Proto II walls on the south side of the pump station were tilting away from the interior of the compound and resulted in a crack at the top of the wall at each of the southeast and southwest corners. The Proto II wall systems do not include any horizontal reinforcement extending around each of the corners in the top course of the wall. As such, the south-side walls tilt outward, and this opens the crack at the top of the wall. Refer to *Pump Station Photos 4 and 5* in **Appendix B-3**.

The pumps and motors appeared to be in adequate operational condition. City staff reported that the pumps and motors were last trial operated in October 2023. For the trial operation of the pump station, the system was set to "Automatic" mode and the floats were manually lifted to simulate high water conditions to allow the pump station programming to activate the pumps. Drawdown of the water inside the pump station sump was observed. The 60 HP lead and lag pumps both had adequate levels of oil. Refer to *Pump Station Photo 1* in **Appendix B-3**.

The reinforced concrete pump station sump was in acceptable condition. Minor cracking was observed at the corners of the elevated deck access hatch opening and along the interface of the elevated deck and the concrete wingwalls on both sides of the pump station inlet, including visible concrete repair work on the exterior face of both walls. Refer to *Pump Station Photos 2 and 3* in **Appendix B-3**.

The galvanized steel trash rack was observed to be in acceptable condition, without any signs of damage or rust.

The main power source for the pump station is provided by overhead utility service. An on-site generator was installed after completion of construction for the Project that can operate the pump station during instances of utility power outage. The on-site generator is trial operated monthly, with the last operation performed in October 2023 during the pump station operation as discussed above.

The pump station electrical and controls (including visible panels and conduits) appeared to be in sound operational condition. In October 2023, the City's electrician was on-site to perform re-wiring of the control panel. After completion of the work, the system was trial operated without issues.

Visible portions of the pump station discharge piping appeared to be in adequate condition. A portion of the protective tape wrap on the western discharge pipe within the vault on the top of the levee was peeling off but appears to be original construction with no signs of corrosion attack. Refer to *Pump Station Photo 6* in **Appendix B-3**. The pump station outfall structure was not visible during the visual inspection due to the vegetation growth. Following the site inspection, City staff cleared the vegetation and provided photographs of the outfall structure. Refer to *Pump Station Photo 7* in **Appendix B-3**. Based on the photographs, the flap gates mounted to the reinforced concrete outfall structure were in acceptable condition, and the vegetation is maintained to allow unrestricted operation of the flap gate.

The pump station sump metal access hatch and grating were observed to be in acceptable condition.

E. Flood Damage Reduction Channel System

For this assessment, the components of the Flood Damage Reduction Channel include the junction structure that combines stormwater from the storm drain pipeline routed from Starr Avenue and the existing ditch from the Fulton Lane, the outlet of the junction structure to the vegetated swale, and the vegetated swale that flows through the excavated terrace.

No unwanted vegetation growth was observed in the vicinity of the junction structure or swale.

No shoaling (sediment deposition) was observed in the swale.

No unwanted encroachments were observed in the vicinity of the junction structure or swale.

No erosion was observed in the vicinity of the junction structure or within the swale.

The reinforced concrete junction structure was observed to be in acceptable condition. There were no visible issues with the concrete surfaces, no observed tilting, sliding, or settlement, no observed issues with the structure foundations, and no observed issues with the structure joints.

There are no flap gates, flap valves, or pinch valves for the flood damage reduction channel system.

The rip rap at the outlet of the junction structure into the vegetated swale was in stable condition and well keyed into the surrounding grade. There were no signs of rip rap movement or settlement.

There are no revetments other than riprap for the flood damage reduction channel system.

5. Conclusions and Recommendations

A. Levee Embankment System

The **Levee Embankments System** received an **Acceptable** rating since all Components were observed to be in Acceptable condition. The City staff should continue to maintain the system in accordance with the Project Operations and Maintenance Manual and current practices. Continue to monitor the desiccation cracking to confirm there is no vertical movement of the levee embankment along the crack, the cracking is limited to the levee surface (less than 6 inches deep), and the cracking does not extend continuously through the levee crest. Continue the current animal burrow control program and monitor the depth of burrow holes to confirm the holes are limited to the levee surface (less than 6 inches deep). Consider the enhancement of predator activity by establishment of perches for bird species to control rodent populations.

B. Floodwall System

The **Floodwalls System** received a **Minimally Acceptable** rating because the system had Components that received Minimally Acceptable ratings, as discussed below.

The landside vegetation growth, encroachments, concrete surfaces, foundations, underseepage relief wells/toe drainage systems, and visible seepage Components were all observed to be in Acceptable condition. The City staff should continue to maintain and inspect these elements of the flood wall system in accordance with the Project Operations and Maintenance Manual and current practices.

Vegetation growth on the waterside of the floodwall was observed within 15 feet from the waterside face of the floodwall, resulting in a Minimally Acceptable rating. City staff should remove vegetation within this 15-foot zone on the waterside of the floodwall. While this vegetation should be removed, the vegetation does not currently threaten the operation or integrity of the floodwall.

The concrete surfaces of the Floodwall were observed to be in Acceptable Condition. The small, tight cracks in the surfaces of the wall are a common occurrence in concrete and likely occurred during the initial drying of concrete after placement. It is recommended that the City staff inspect the wall surfaces on a regular basis for any new cracks or to determine if any existing cracks are opening further.

The tilting, sliding, and settlement Component of the “T” wall section just upstream of STA 37+23.50 was observed to be Minimally Acceptable. The tilting, sliding, and settlement of this “T” wall section is evidence that this section of wall is gradually rotating towards Sulphur Creek. In the short term, City staff should monitor the slope downhill of the wall for further erosion and movement of the soils into the creek. It is recommended that the City closely monitor this area during and directly after a highwater events and document conditions. It is further recommended that a detailed study of this area be initiated in the near-term to evaluate the need and extent of bank stabilization required.

The monolith joints Component were observed to be Minimally Acceptable. Many of the joints have sealant that has deteriorated to the point where the sealant should be completely removed and replaced. It is recommended that City staff put in place a repair/replacement program for the monolith joints in the flood wall. Further, City staff should regularly inspect the joints for continued deterioration. It is important

to note that the joint sealant has no direct effect upon the watertightness of the floodwall during high water events, as the joint waterstops provide the water barrier. The sealant protects the waterstop from exposure that could deteriorate the waterstop material over time.

The joint at the handrailing anchor bolts was observed to be Minimally Acceptable. The spalled concrete should be removed and repaired. We recommend coating any exposed reinforcement to prevent any possible reinforcement corrosion prior to patching the concrete. The rail should be resecured to concrete. Modifications to the railing/anchorage should be made to provide for some in-plane movement to prevent future concrete damage.

C. Interior Drainage System

The **Interior Drainage System** received a **Minimally Acceptable** rating because the system had a Component that received an Unacceptable rating, but it was determined this item would not prevent the System from performing as intended.

With the exception of the reinforced concrete levee culvert, the Components of the Interior Drainage System were observed to be in Acceptable condition. The City staff should continue to maintain the system in accordance with the Project Operations and Maintenance Manual and current practices. Continue the routinely trial operation of the levee culvert slide gate located in the positive closure gate structure and exercise the flap gate located on the outfall structure in the terrace excavation to confirm proper function. Maintain vegetation within the terrace excavation to avoid growth that would restrict free discharge and routinely clear outfall structures to prevent development of any restrictions to flap gate opening and closing. It is recommended that the vegetation around the outfall structure be cleared to provide line of sight to the outfall structure from the bench at the top of the terrace excavation.

The culverts Component received an Unacceptable rating due to lack of visual inspection of the reinforced concrete levee culvert. However, since there was no evidence of any embankment depressions or irregularities that would signify an issue with the culvert condition, it was determined that there is no reason to believe the culvert is not capable of functioning as intended, and therefore the Interior Drainage System would receive a Minimally Acceptable rating. The condition of the culvert interiors shall be examined using television camera videotaping (i.e., CCTV) or by other visual inspection methods. Perform the visual inspection and provide the report to the inspector for their review during future periodic inspections.

D. Pump Station System

The **Pump Station System** received a **Minimally Acceptable** rating because the system had a Component that received Minimally Acceptable rating, as discussed below. The City staff should continue to maintain the system in accordance with the Project Operations and Maintenance Manual and current practices, including performing megger tests on pump motors and power cables during the annual load tests of the generator.

The perimeter chain link vehicle and pedestrian gates were observed to be in Acceptable Condition. City staff should continue with periodic maintenance to keep the gates in working order.

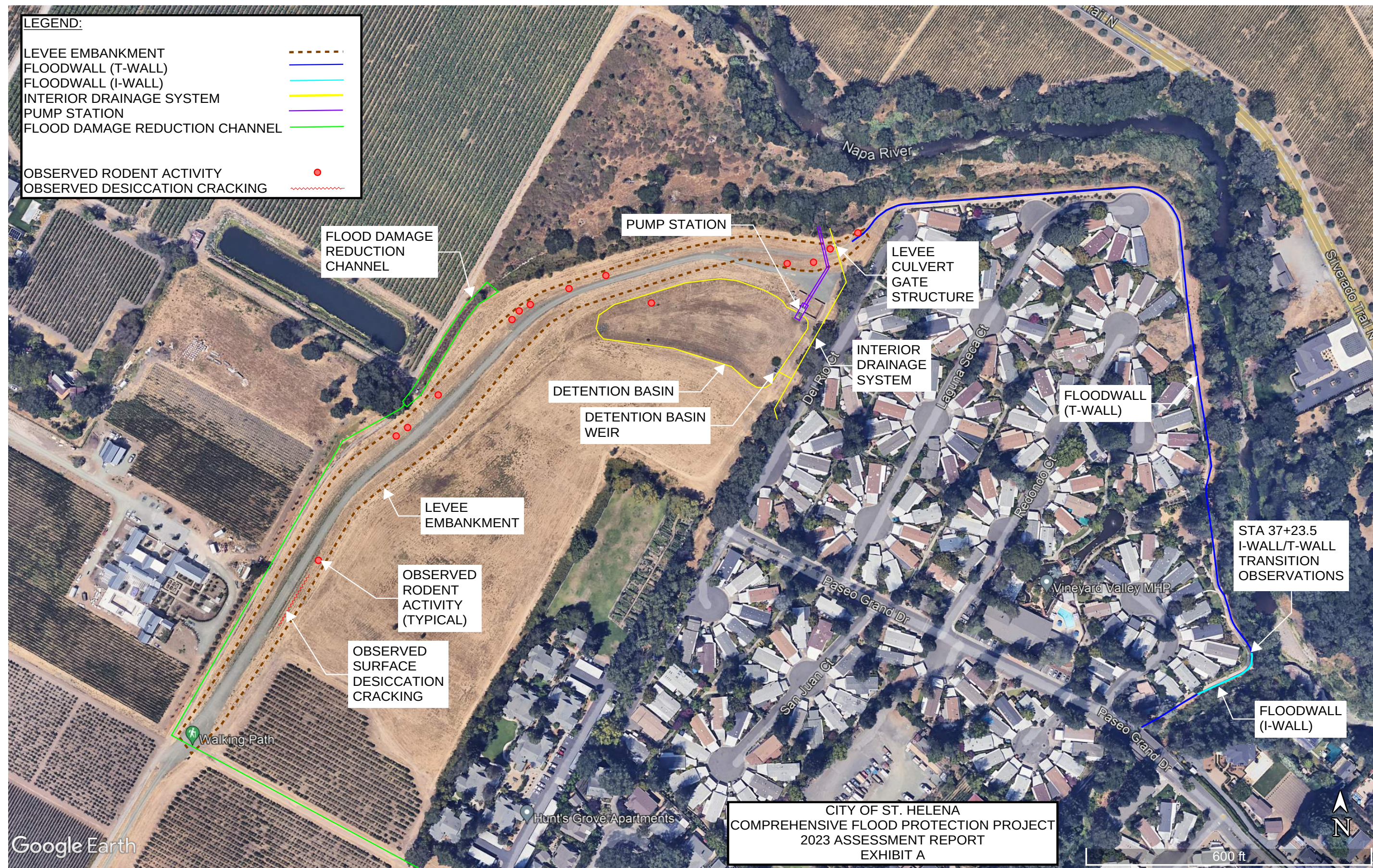
The Proto II Concrete Masonry Unit (CMU) perimeter wall (fence) was found to be in suitable condition except for the short wall sections on the inlet (south) side of the pump station, which were found to be in Minimally Acceptable condition. The City staff should monitor the walls on the south side of the pump station on a regular basis for further tilting of the walls towards the inlet. If the cracks at the southeast and southwest corners continue to open further, a more detailed study of this issue is recommended.

The concrete elevated deck and inlet walls in the Pump Station were observed to be in Acceptable condition. While there are small cracks in the elevated deck as noted above, these cracks are narrow, tight cracks that do not appear to be significant enough to be of concern at this time. The cracking and spalling of concrete on the upper corners of the wingwalls where they meet the elevated deck are considered negligible. The City staff should continue to monitor the cracking in the elevated deck and the upper corners of the wingwalls on a regular basis for further crack widening or continued spalling of the concrete on the wingwalls.

E. Flood Damage Reduction Channel System

The **Flood Damage Reduction Channels System** received an **Acceptable** rating because all system Components received an Acceptable rating. The City staff should continue to maintain the system in accordance with the Project Operations and Maintenance Manual and current practices. Continue to routinely mow grass and weeds, remove unwanted vegetation growth, and monitor for and repair any damage caused by erosion or other causes. No updates to the current operations, maintenance, and inspection program are recommended.

APPENDIX A Exhibit



APPENDIX B Photographs

B-1 Levee Photos

B-2 Floodwall Photos

B-3 Pump Station Photos

B-1 Levee Photos



Levee Photo 1: Waterside levee slope recently mowed with adequate vegetation setback.



Levee Photo 2: Typical rodent hole less than 3" in diameter and less than 6" deep.



Levee Photo 3: Typical rodent hole less than 3" in diameter and less than 6" deep.



Levee Photo 4: Typical rodent holes in top of levee. Holes are less than 3" in diameter and less than 6" deep.



Levee Photo 5: Typical rodent hole less than 3" in diameter and less than 6" deep.



Levee Photo 6: Typical rodent hole less than 3" in diameter and less than 6" deep.



Levee Photo 7: Rodent activity on waterside of levee near the Oak trees adjacent to the storm drain outfall to terrace excavation.



Levee Photo 8: Typical minor dessication crack on the landside of the levee, less than 6 inches in depth.



Levee Photo 9: Levee culvert outfall structure. Vegetation maintained to allow flap gate operation and free discharge.



Levee Photo 10: Southwest corner of levee culvert outfall structure. Rock moved for irrigation piping; no scour observed.

B-2 Floodwall Photos



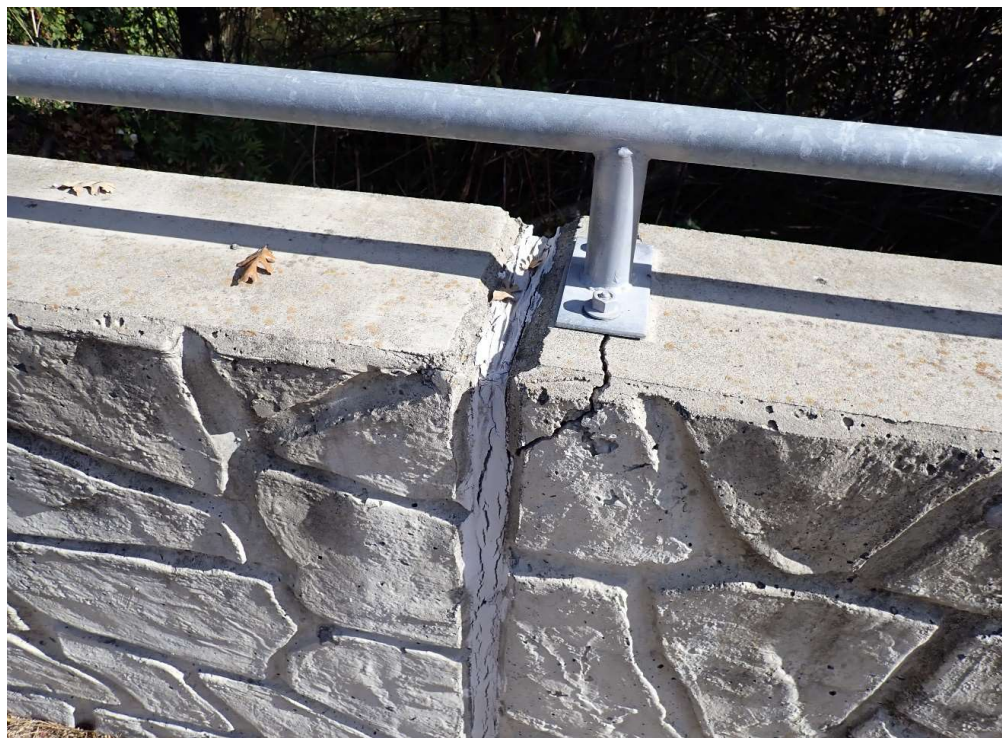
Floodwall Photo 1: Typical floodwall joint with caulking separation and previous repair work.



Floodwall Photo 2: Typical floodwall joint with caulking separation and previous repair work.



Floodwall Photo 3: Floodwall crack at handrail baseplate (waterside pictured)



Floodwall Photo 4: Floodwall crack at handrail baseplate (landside pictured)



Floodwall Photo 5: Joint movement at interface of T-wall and I-wall, Sta 37+23.5 (landside pictured).



Floodwall Photo 6: Joint movement at interface of T-wall and I-wall, Sta 37+23.5. Measured approximately 1.5" vertical deflection.



Floodwall Photo 7: Joint movement at interface of T-wall and I-wall, Sta 37+23.5. Measured approximately 1.25" horizontal offset.



Floodwall Photo 8: Joint movement at interface of T-wall and I-wall, Sta 37+23.5 (waterside pictured)



Floodwall photo 9: Joint movement at interface of T-wall and I-wall, Sta 37+23.5 (waterside pictured)

B-3 Pump Station Photos



Pump Station Photo 1: Lead and Lag Pumps, with Kohler generator and control panel in the background.



Pump Station Photo 2: Minor cracking along interface of pump sump elevated deck and wingwall with visible concrete repair work.



Pump Station Photo 3: Minor cracking along interface of pump sump elevated deck and wingwall with visible concrete repair work.



Pump Station Photo 4: Southeast corner of CMU perimeter wall cracking.



Pump Station Photo 5: Southwest corner of CMU perimeter wall cracking.



Pump Station Photo 6: West pump station discharge pipe inside valve vault with pipe tape wrap peeling off.



Pump Station Photo 7: Pump station discharge pipes concrete outfall structure with flap gates.

APPENDIX C References

C-1 St. Helena Flood Protection Project Pest Control Reports
C-2 Monitoring Report

C-1 St. Helena Flood Protection Project Pest Control Reports



Service Report

INVOICE #: 34367958

WORK DATE: 11/09/2023

BILL-TO 3483750

City of St. Helena Flood Wall
Flood Wall Zone A
1088 College Ave
Saint Helena, CA 94574-1169

Phone: 707-339-1053
Alt. Phone: 707-968-2750 xAP

LOCATION 3483750

City of St. Helena Flood Wall
Flood Wall Zone A
1572 Railroad Ave
Saint Helena, CA 94574-1169

Phone: 707-339-1053

Time In: 11/9/2023 7:04:00 AM

Time Out: 11/9/2023 8:42:47 AM

Customer Signature

Customer is unavailable to sign

Technician Signature

Ronald Vale

License #: CA - FR43382
CA - QAL120991

Purchase Order	Terms	Service Description	Quantity	Amount
None	DUE UPON RECEIPT	Burrowing Pest Control	1.00	640.00
				Subtotal 640.00
				Tax 0.00
				Total 640.00
				Prior Balance: 0.00
				Total Due: 640.00

GENERAL COMMENTS / INSTRUCTIONS

Inspected and found gopher activity in Levi wall. Treated accordingly with Percmachine. Thank you have a wonderful day.

CONDITIONS / OBSERVATIONS	Reported	Severity	Responsibility	Reviewed
None Noted.				

PRODUCTS APPLICATION SUMMARY

None Noted.

PEST ACTIVITY	# Areas	# Devices	Pest Totals
None Noted.			

DEVICE INSPECTION SUMMARY**AREA COMMENTS**

None Noted.

DEVICE INSPECTION EXCEPTIONS

None Noted.



Service Report

INVOICE #: 34367958

WORK DATE: 11/09/2023

DEVICE INSPECTION EXCEPTIONS

INSPECTION DETAIL

None Noted.

PRODUCTS APPLIED

None Noted.



Service Report

INVOICE #: 34367961

WORK DATE: 11/09/2023

BILL-TO 3484243

City of St. Helena Flood Wall
Flood Wall Zone B
1088 College Ave
Saint Helena, CA 94574-1169

Phone: 707-339-1053

LOCATION 3484243

City of St. Helena Flood Wall
Flood Wall Zone B
1572 Railroad Ave
Saint Helena, CA 94574-1169

Phone: 707-339-1053

Time In: 11/9/2023 7:04:00 AM

Time Out: 11/9/2023 8:43:09 AM

Customer Signature

Customer is unavailable to sign

Technician Signature

Ronald Vale

License #: CA - FR43382
CA - QAL120991

Purchase Order	Terms	Service Description	Quantity	Amount
None	DUE UPON RECEIPT	Burrowing Pest Control	1.00	640.00
				Subtotal 640.00
				Tax 0.00
				Total 640.00
				Prior Balance: 0.00
				Total Due: 635.00

Payment Date	Method	Reference	Payment Amount	Applied Amount
10/27/2023	Check	Scanned Payment	\$645.00	\$5.00

GENERAL COMMENTS / INSTRUCTIONS

Inspected this whole area on foot found no activity in this area at this time. Thank you have a wonderful day.

CONDITIONS / OBSERVATIONS	Reported	Severity	Responsibility	Reviewed
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None Noted.

PRODUCTS APPLICATION SUMMARY

None Noted.

PEST ACTIVITY	# Areas	# Devices	Pest Totals
---------------	---------	-----------	-------------

None Noted.

DEVICE INSPECTION SUMMARY**AREA COMMENTS**

None Noted.



Service Report

INVOICE #: 34367961

WORK DATE: 11/09/2023

DEVICE INSPECTION EXCEPTIONS

None Noted.

INSPECTION DETAIL

None Noted.

PRODUCTS APPLIED

None Noted.



Service Report

INVOICE #: 34367959

WORK DATE: 11/09/2023

BILL-TO 3484258

City of St. Helena Flood Wall
Flood Wall Zone C
1088 College Ave
Saint Helena, CA 94574-1366

Phone: 707-339-1053

LOCATION 3484258

City of St. Helena Flood Wall
Flood Wall Zone C
1572 Railroad Ave
Saint Helena, CA 94574-1169

Phone: 707-339-1053

Time In: 11/9/2023 7:04:00 AM

Time Out: 11/9/2023 8:41:45 AM

Customer Signature

Customer is unavailable to sign

Technician Signature

Ronald Vale

License #: CA - FR43382
CA - QAL120991

Purchase Order	Terms	Service Description	Quantity	Amount
None	DUE UPON RECEIPT	Burrowing Pest Control	1.00	960.00
				Subtotal 960.00
				Tax 0.00
				Total 960.00
				Prior Balance: 1934.40
				Total Due: 2894.40

GENERAL COMMENTS / INSTRUCTIONS

Walked entire length of floodwall found minor go for activity at and treated with Percmachine. Thank you have a wonderful day.

CONDITIONS / OBSERVATIONS	Reported	Severity	Responsibility	Reviewed
None Noted.				

PRODUCTS APPLICATION SUMMARY

None Noted.

PEST ACTIVITY	# Areas	# Devices	Pest Totals
None Noted.			

DEVICE INSPECTION SUMMARY**AREA COMMENTS**

None Noted.

DEVICE INSPECTION EXCEPTIONS

None Noted.



Service Report

INVOICE #: 34367959

WORK DATE: 11/09/2023

DEVICE INSPECTION EXCEPTIONS

INSPECTION DETAIL

None Noted.

PRODUCTS APPLIED

None Noted.



C-2 Monitoring Report



Conservation Easement Monitoring Report

Staff Use Only – Reviewed by:
Monitoring Supervisor: *OP 4/24/23*
Monitoring Chair: *SP 28 Nov 23*

Easement Name: St. Helena Flood Mitigation

Date & Time of Inspection: 11/12/2023 10:30AM

Current Landowner: City of St. Helena

Address, 1088 College Ave. St. Helena CA 94574, Phone 707 967-2793, Email: jleach@cityofsthenana.org

1. Purpose of the monitoring visit: ☒ Annual visit ☐ Landowner request ☐ Follow-up visit
2. Did the owner or representative accompany you on the inspection? ☐ YES ☒ NO

If yes, list name(s):

3. Describe route of travel (please include a map showing the route you traveled this year). Note: unless you are certain of your ability to view the entire property from your route, the route should be varied from year-to-year to ensure that the entire property is viewed.

Starting at East end of Adams Street, walked in clockwise directing along the walking path on the North side of the flood control berm, then southerly along bank of Napa River proceeding on social path across drainage outlet and returning to starting point along edge of boundary in with Hunter property. (See attached route map)

4. Describe current land use.

☐ Forever Wild ☐ Agriculture ☒ Open Space
☐ Residential ☒ Recreational ☐ Other:

5. Describe any reserved rights that have been exercised (see CE language).

Downed oak tree limbs that have fallen on pedestrian path have been cut and cleared for safe passage.

6. Describe any other human alterations since the easement was last monitored or that are previously unrecorded (for example: construction or improvements to buildings and roads; installation of fences; tree cutting or clearing; trash or hazardous materials; evidence of trespass; etc.). Please describe activity or alteration with: location; extent; purpose (if known); and responsible party (if known). Attach supporting documentation. Be as accurate and objective as possible.

A series of survey flag and monuments have been placed marking the common property line with the Hunter Property to the SW of the "detention basin".

7. Describe any natural alterations since the easement was last monitored (for example: fire; flood; landslides; insect infestation). Attach maps, photos (please sign, date, and label them with a description of what the photo is depicting) & illustrations as necessary.

None observed

8. Have there been – or are there any plans for – changes in the ownership, management, or status of the property? Neighboring properties? Does landowner have new contact information?

Yes. See above. Information obtained from City of St. Helena web site.

9. Record any questions or concerns of the landowner.

None

Monitoring Team: Richard Seiferheld, Susan Davis

Lead Monitor: Richard Seiferheld

Signature: Richard Seiferheld Date: 11-12-2023

Please indicate the number of the following attached to this report. Include Photo Index & Chain of Custody forms for any photographs.

Photographs:

Maps: 1

Index: ☐

Illustrations:

Checklist: ☒

Other (describe):

Remember: sign and date the Photo Index and route map.

Please return this original form, as soon as possible, to:

Land Trust of Napa County
1700 Soscol Avenue, Suite 20, Napa, 94559.

THANK YOU!

☐ Paper

☒ Electronic

☒ Agency:

City
Dept. Water Resources, Flood Control Program

Attn: Program Manager

770 Fairmont Ave

Suite 102

Glendale, CA 91203

MONITORING CHECKLIST

For the St. Helena Mitigation Conservation Easement

The following summary of the permitted rights and restrictions is intended to help guide the monitor's attention to potential changes that may occur and inform the monitor of the specific terms within the conservation easement. The monitor should always consult the original document for clarification or contact staff.

Purpose of the St. Helena Mitigation CE: Preserve and protect the natural, scenic, public recreational, and open space values of the Property and prevent use that impairs or interferes with them.

Date: 11/12/23 Richard A. Cooper held

Since the St. Helena Mitigation Conservation Easement was last monitored, has there been any...

Activities inconsistent with the purpose of the conservation easement? Yes ☐ No ☒

Subdivision of the Property? Yes ☐ No ☒

Placement or construction any residential or non-residential buildings, structures, roads or improvements? Yes ☐ No ☒

Installation of new or extension of existing utilities? Yes ☐ No ☒

Alteration of the surface of the land including excavation, removal of soil, sand, gravel, rock, peat, or sod? Yes ☐ No ☒

Alteration or manipulation of any water courses or wetland areas located on the property or construction or reservoirs or water collection or impoundment facilities? Yes ☐ No ☒

Pruning, felling, or removing of dead or living native trees except to prevent hazards, disease, or fire, or to maintain healthy native vegetation on the Property? Yes ☐ No ☒

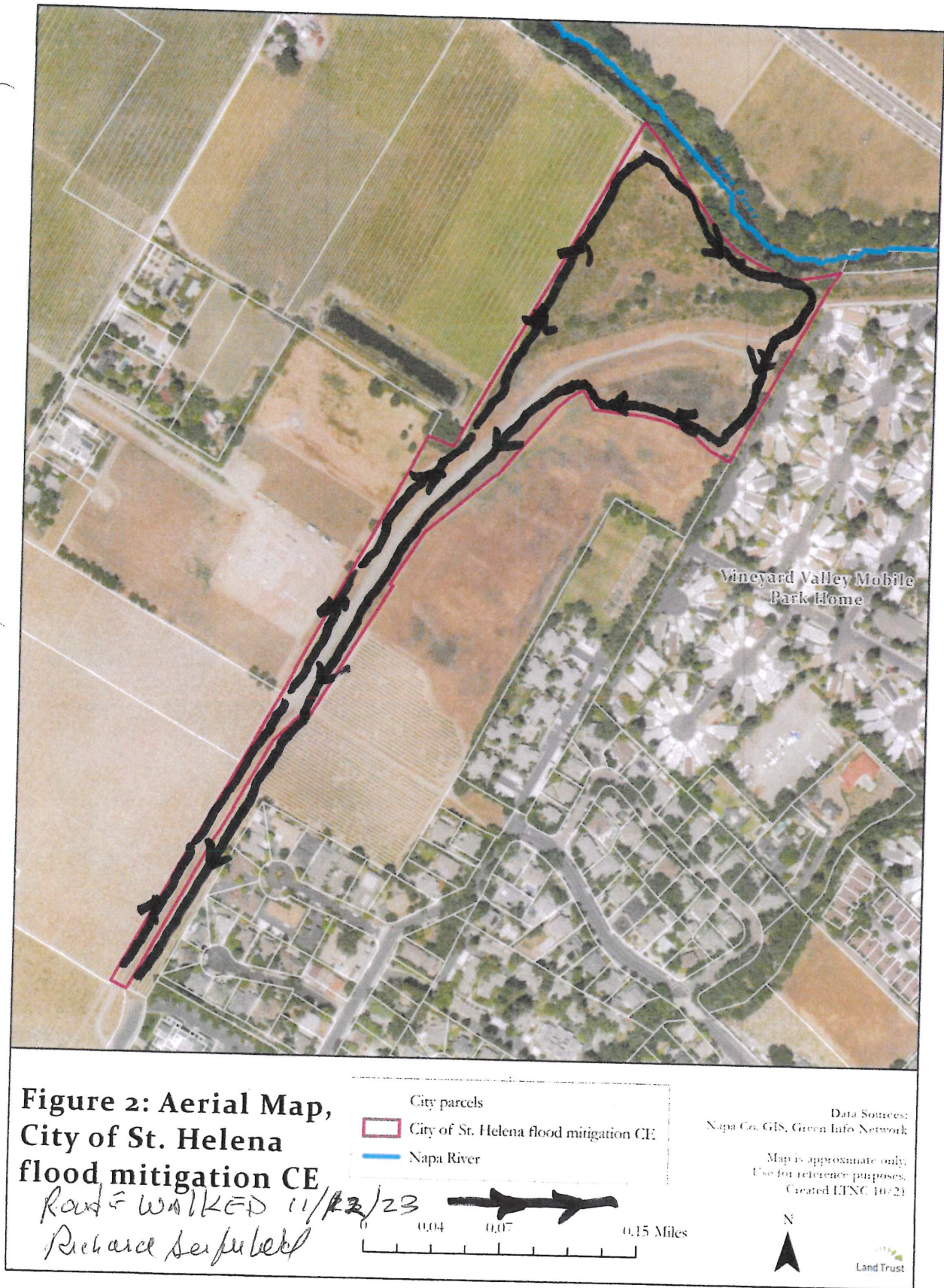
Dumping, spraying or other disposal of waste and debris? Yes ☐ No ☒

Evidence of agricultural, residential, commercial or industrial use or activity? Yes ☐ No ☒

Operation of any motorized vehicle off existing roads? Yes ☐ No ☒

Unseasonal watering? Yes ☐ No ☒

If you have answered any of the above in the affirmative, be sure to check the appropriate sections in the Deed of Conservation Easement. Pay particular attention to any exceptions or reservations recited. Please fill out page of the Monitoring Inspection Report with a detailed description and return it with the monitoring report & binder to the Land Trust Office. Thank you.





Flood Protection Project System Assessment

City of St. Helena

May 2024



Assessment Report Overview



Introduction & History



Process to Evaluate



Assessment Ratings & Recommendations

Introduction

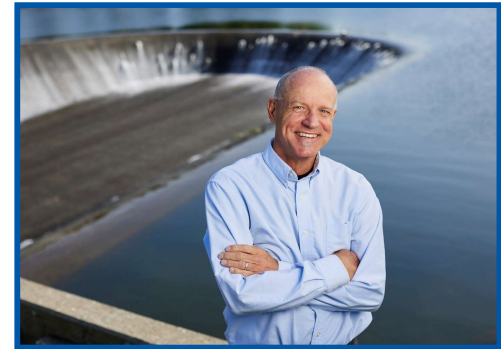
Project Team



Steve Sullivan, PE
Project Manager

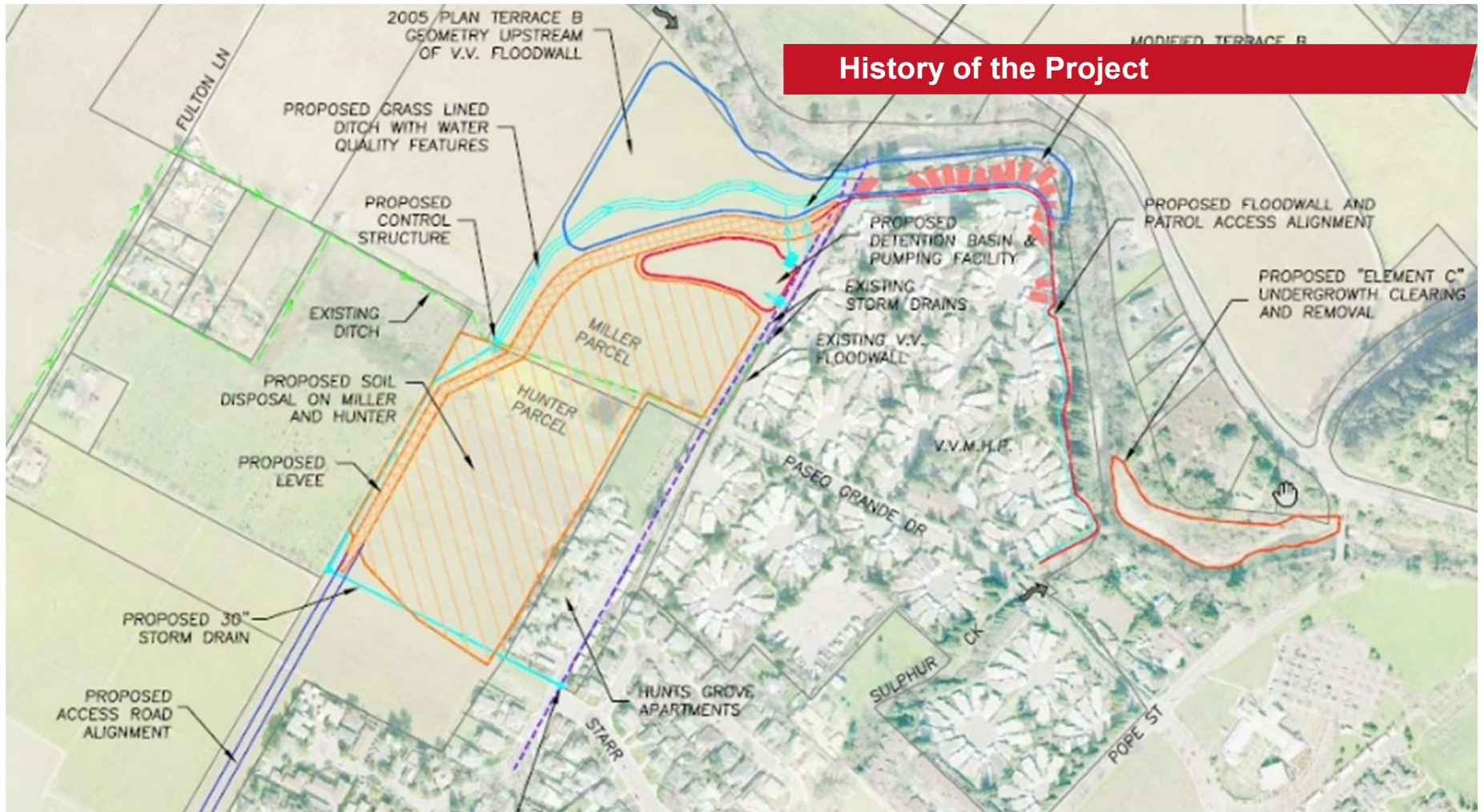


Jeff Kashiwada, PE
Design Engineer



Todd Petrik, PE
Structural Design

History of the Project



Project History

- In October 1998, the City kicked off a flood study in collaboration with Napa County.
- This study culminated in the “2001 Minimum Plan.”
- The City approved the Final EIR in Feb 2004, later amended (adopted July 2006).
- The “2006 Plan” was permitted in 2007.
- The permitting culminated with FEMA issuance of a Conditional Letter of Map Revision (CLOMR) on November 30, 2007.
- Project Bid and Construction Contract was awarded on April 14, 2009.
- Notice of Completion adopted by City April 12, 2011.
- LOMR requested by the City on December 11, 2011.
- LOMR adopted on June 19, 2012, effective November 5, 2012.



Process to Evaluate

Project Assessment

Pre-Inspection Review of:

- Record Drawings
- Operations and Maintenance Manual
- City's Periodic Inspection Reports (10/30/2015 – 10/31/2023)
- Conservation Easement Monitoring Report (dated 11/12/2023)
- Pest Control Inspection and Treatment Reports

Field Inspection:

- November 13, 2023
- M&H team and City Operations Staff

Flood Protection Project Systems

United States Army Corps of Engineers (USACE) Guidance for Periodic Inspection Procedures

- Levee Embankment Systems
- Floodwall Systems
- Interior Drainage Systems
- Pump Station Systems
- Flood Damage Reduction Channels Systems

Sample System Inspection Checklist

Levee Embankments

For use during Initial and Continuing Eligibility Inspections of levee segments / systems

Inspection Completed By: _____

Rated Item	Rating	Rating Guidelines	Location/Remarks/Recommendations
1. Unwanted Vegetation Growth ¹		A The levee has little or no unwanted vegetation (trees, bush, or undesirable weeds), except for vegetation that is properly contained and/or situated on overbuilt sections, such that the mandatory 3-foot root-free zone is preserved around the levee profile. The levee has been recently mowed. The vegetation-free zone extends 15 feet from both the landside and riverside toes of the levee to the centerline of the tree. If the levee access easement doesn't extend to the described limits, then the vegetation-free zone must be maintained to the easement limits. Reference EM 1110-2-301 or Corps policy for regional vegetation variance.	
		M Minimal vegetation growth (brush, weeds, or trees 2 inches in diameter or smaller) is present within the zones described above. This vegetation must be removed but does not currently threaten the operation or integrity of the levee.	
		U Significant vegetation growth (brush, weeds, or any trees greater than 2 inches in diameter) is present within the zones described above and must to be removed to reestablish or ascertain levee integrity.	
2. Sod Cover		A There is good coverage of sod over the levee.	
		M Approximately 25% of the sod cover is missing or damaged over a significant portion or over significant portions of the levee embankment. This may be the result of over-grazing or feeding on the levee, unauthorized vehicular traffic, chemical or insect problems, or burning during inappropriate seasons.	
		U Over 50% of the sod cover is missing or damaged over a significant portion or portions of the levee embankment.	
		N/A Surface protection is provided by other means.	
3. Encroachments		A No trash, debris, unauthorized farming activity, structures, excavations, or other obstructions present within the easement area. Encroachments have been previously reviewed by the Corps, and it was determined that they do not diminish proper functioning of the levee.	
		M Trash, debris, unauthorized farming activity, structures, excavations, or other obstructions present, or inappropriate activities noted that should be corrected but will not inhibit operations and maintenance or emergency operations. Encroachments have not been reviewed by the Corps.	
		U Unauthorized encroachments or inappropriate activities noted are likely to inhibit operations and maintenance, emergency operations, or negatively impact the integrity of the levee.	
4. Closure Structures (Stop Log, Earthen Closures, Gates, or Sandbag)		A Closure structure in good repair. Placing equipment, stoplogs, and other materials are readily available at all times. Components are clearly marked and installation instructions/procedures readily available. Trial erections have been accomplished in accordance with the O&M Manual.	

Key: A = Acceptable. M = Minimally Acceptable; Maintenance is required. U = Unacceptable. N/A = Not Applicable. FDR = Flood Damage Reduction



Flood Damage Reduction Segment / System
Inspection Report

Levee Embankments
Page 1 of 5

Mead
& Hunt

System Ratings

Acceptable System	Minimally Acceptable System	Unacceptable System
All items or components are rated as Acceptable.	One or more items are rated as Minimally Acceptable, or one or more items are rated as Unacceptable and an engineering determination concludes that the Unacceptable items would not prevent the system from performing as intended during the next flood event.	One or more items are rated as Unacceptable and would prevent the system from performing as intended, or a serious deficiency noted in past inspections (which had previously resulted in a minimally acceptable system rating) has not been corrected within the established timeframe, not to exceed two years.

A large, stylized ampersand graphic in a lighter shade of green, positioned on the left side of the slide.

Assessment Ratings and Recommendations

Levee Embankments System - Acceptable

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable		
System	Component	Rating
Levee Embankments	Item 1. Unwanted Vegetation Growth	A
	Item 2. Sod Cover	A
	Item 3. Encroachments	A
	Item 4. Closure Structures	N/A
	Item 5. Slope Stability	A
	Item 6. Erosion/Bank Caving	A
	Item 7. Settlement	A
	Item 8. Depressions/Rutting	A
	Item 9. Cracking	A
	Item 10. Animal Control	A
	Item 11. Culverts/Discharge Pipes	N/A
	Item 12. Riprap Revetments and Bank Protection	N/A
	Item 13. Revetments Other than Riprap	N/A
	Item 14. Underseepage Relief Wells/Toe Drainage Systems	N/A
	Item 15. Seepage	N/A

Levee Embankment Photos

- Levee Vegetation, Sod Cover, and Encroachments (Acceptable)



Levee Embankment Photos

- Cracking (Acceptable)



Levee Embankment Photos

- Rodent Control (Acceptable)
 - Less than 2 inches diameter
 - Less than 6 inches deep



Floodwalls System – Minimally Acceptable

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY

A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable

System	Component	Rating
Floodwalls	Item 1. Unwanted Vegetation Growth	M
	Item 2. Encroachments	A
	Item 3. Closure Structures	N/A
	Item 4. Concrete Surfaces	A
	Item 5. Tilting, Sliding or Settlement of Concrete Structures	M
	Item 6. Foundation of Concrete Structures	A
	Item 7. Monolith Joints	M
	Item 8. Underseepage Relief Wells/Toe Drainage Systems	A
	Item 9. Seepage	A

Floodwall Photos

- Tilting, Sliding or Settlement (Minimally Acceptable)

Mead
& Hunt



Field Inspection
November 13, 2023

Floodwall Photos

- Tilting, Sliding or Settlement (Minimally Acceptable)



Floodwall Photos

- Monolith Joint (Minimally Acceptable)



Interior Drainage System – Minimally Acceptable

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable		
System	Component	Rating
Interior Drainage System	Item 1. Vegetation and Obstructions	A
	Item 2. Encroachments	A
	Item 3. Ponding Areas	A
	Item 4. Fencing and Gates	N/A
	Item 5. Concrete Surfaces	A
	Item 6. Tilting, Sliding or Settlement of Concrete and Sheet Pile Structures	A
	Item 7. Foundation of Concrete Structures	A
	Item 8. Monolith Joints	A
	Item 9. Culverts/Discharge Pipes	U
	Item 10. Sluice/Slide Gates	A
	Item 11. Flap Gates/Flap Valves/Pinch Valves	A
	Item 12. Trash Racks	A
	Item 13. Other Metallic Items	A
	Item 14. Riprap Revetments of Inlet/Discharge Items	A
	Item 15. Revetments Other than Riprap	N/A

Pump Station System – Minimally Acceptable

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable		
System	Component	Rating
Pump Station	Item 1. Pump Stations Operating, Maintenance, Training, and Inspection Records	A
	Item 2. Pump Station Operations and Maintenance Equipment Manuals	A
	Item 3. Safety Compliance	N/A
	Item 4. Communications	A
	Item 5. Plant Building	N/A
	Item 6. Fencing and Gates	M
	Item 7. Pumps	A
	Item 8. Motors, Engines, Fans, Gear Reducers, Back Stop Devices, etc.	A
	Item 9. Sumps/Wet well	A
	Item 10. Mechanical Operating Trash Rakes	N/A
	Item 11. Non-Mechanical Trash Racks	A
	Item 12. Fuel System for Pump Engines	N/A
	Item 13. Power Source	A
	Item 14. Electrical Systems	A
	Item 15. Megger Testing on Pump Motors and Critical Power Cables	A
	Item 16. Enclosures, Panels, Conduits and Ducts	A
	Item 17. Intake and Discharge Pipelines	A
	Item 18. Sluice/Slide Gates	N/A
	Item 19. Flap Gates/Flap Valves/Pinch Valves	A
	Item 20. Cranes	N/A
	Item 21. Other Metallic Items	A

Pump Station Photos

- Fences and Gates – Minimally Acceptable



Flood Damage Reduction Channels System – Acceptable

CITY OF ST HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT NOVEMBER 2023 VISUAL INSPECTION RATING SUMMARY A=Acceptable; M=Minimally Acceptable; U=Unacceptable; N/A=Not Applicable		
System	Component	Rating
Flood Damage Reduction Channels	Item 1. Vegetation and Obstructions	A
	Item 2. Shoaling	A
	Item 3. Encroachments	A
	Item 4. Erosion	A
	Item 5. Concrete Surfaces	A
	Item 6. Tilting, Sliding or Settlement of Concrete Structures	A
	Item 7. Foundation of Concrete Structures	A
	Item 8. Slab and Monolith Joints	A
	Item 9. Flap Gates/Flap Valves/Pinch Valves	N/A
	Item 10. Riprap Revetments and Banks	A
	Item 11. Revetments Other than Riprap	N/A

Recommendations

Floodwall System – Component Item 1



Unwanted Vegetation Growth – Minimally Acceptable



Minimal vegetation growth was observed on the waterside of the floodwall, within fifteen feet of the floodwall.



Recommendation: Remove waterside vegetation within fifteen feet of the waterside face of the floodwall.

Floodwall System – Component Item 5



Tilting, Sliding or Settlement of Concrete Structures – Minimally Acceptable



The tilting, sliding, and settlement of the “T” wall section at the interface with the “I” wall section just upstream of STA 37+23.50 was observed to be Minimally Acceptable. The tilting, sliding, and settlement of this “T” wall section is evidence that this section of wall has rotated towards Sulphur Creek in relation to the adjacent “I” wall section.



Recommendation: *It is recommended that City staff closely monitor this area during and directly after a highwater event and document conditions. It is further recommended that a detailed study of this area be initiated in the near-term to evaluate the need and extent of bank stabilization required.*

Floodwall System – Component Item 7



Monolith Joints – Minimally Acceptable



Over half of the floodwall joints showed a slight widening of the joint and had some type of repair or addition of the sealant at the surface of the joint. Many of these sealant repairs were completed in a way that did not result in the joint sealant being put back to its original condition. In addition, a single location was identified where the top handrail anchors of the baseplate were installed close to a joint in the concrete wall, causing the concrete to pop and spall off the top corner of the joint.



Recommendation: *It is recommended that City staff put in place a repair/replacement program for the monolith joints in the floodwall. Further, City staff should regularly inspect the joints for continued deterioration. At the location where the handrail anchors were installed close to a floodwall joint, it is recommended to remove the spalled concrete, coat any exposed reinforcement to prevent reinforcement corrosion, patch the concrete, and re-secure the handrail.*

Interior Drainage System – Component Item 9



Culverts/Discharge Pipes – Unacceptable



The interior of the drainage culvert that passes through the levee embankment has not been visually inspected or inspected by video recording equipment within the past five years.



Recommendation: Perform a visual inspection and provide the report to the inspector for review.

Pump Station System – Component Item 6



Fencing and Gates – Minimally Acceptable



The Concrete Masonry Unit (CMU) perimeter wall (fence) is a Proto II wall system. The CMU Proto II walls on the south side of the pump station were tilting away from the interior of the compound and resulted in a crack at the top of the wall at each of the southeast and southwest corners.



Recommendation: *The City staff should monitor the walls on the south side of the pump station on an annual basis for further tilting of the walls towards the inlet. If the cracks at the southeast and southwest corners continue to open further, a more detailed study is recommended.*



Questions?