City of St. Helena
Regular City Council Meeting
Tuesday, October 22, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

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

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

Page

1. CALL TO ORDER

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

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

5. JOINT CITY COUNCIL AND FINANCING AUTHORITY NEW BUSINESS:

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

   5.1. 1) Recommended approval of a City Council Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the “Certificates”), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the “USDA”) and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing. 9 - 100

   2) Recommended approval of a City Council Resolution authorizing USDA obligation: (USDA mandated form authorizing similar and related actions): authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its wastewater facility to serve an area lawfully within its jurisdiction to serve.

3) Recommended approval of a St. Helena Financing Authority Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the "Certificates"), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the "USDA") and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing.

Estimated start time: 6:05 p.m.

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

6.

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

7. APPROVAL OF MINUTES

Estimated start time: 6:15 p.m.

7.1. Consideration and proposed approval of Regular Meeting Minutes of October 8, 2024 — 101 - 108
10-08-2024 Regular City Council - Minutes

8. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:25 p.m.

9. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:30 p.m.

10. PRESENTATIONS AND PUBLIC RECOGNITIONS

Estimated start time: 6:35 p.m.

10.1. 2024 Friends of Libraries Week Proclamation presented to Deanna Griffin, Executive Director of Friends & Foundation, St. Helena Public Library — 109

Proclamation

11. STAFF BRIEFING

Estimated start time: 6:45 p.m.

11.1. September 27, 2020 Glass Fire After Action Report Follow-up item to City Council by John Sorensen, Fire Chief

12. CONSENT ITEMS

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

Estimated start time: 6:55 p.m.

12.1. Quarterly Grant Report for FY 2023-24 Q4 for the reporting period ending June 30, 2024 and FY 2024-25 Q1 for the reporting period ending September 30, 2024. — 111 - 119

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Receive and file.

Staff Report - Pdf

12.2. Water Supply and Forecasting - September 2024 — 121 - 126

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

Staff Report - Pdf

12.3. Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Kearney and Andrea Water Main Replacement Project, Capital Improvement Project W21-01. — 127 - 139

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Approve attached Resolution.

Staff Report - Pdf

12.4. Approval of a Resolution approving and authorizing the purchase of — 141 - 148

Nicor Read-Rite Lids from PACE Supply for CIP Project W24-04 SMART Meter Deployment.

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

12.5. Resolution Approving and Authorizing Contractor Pre-Qualification of Bidders for CIP Project W24-04 SMART Meter Deployment 149 - 167

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
Adopt Resolution as presented.
Staff Report - Pdf

12.6. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY2024-091 in the amount of $35,000 with Oscar Larson & Associates for services to fulfill CIP Project No. W-101 Tank 2 Rehabilitation Project for a total not-to-exceed amount of $44,300. 169 - 182

CEQA Determination: Not a CEQA project
Prepared By: Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Staff recommends that the City Council authorize the City Manager to execute an amendment to the existing contract with Oscar Larson & Associates for an additional $35,000 for the Water Tank # 2 Rehabilitation (W-101) for a total not-to-exceed $44,300.
Staff Report - Pdf

12.7. Resolution Honoring Senator Bill Dodd's 25 Years in Public Service 183 - 185

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Adopt
Staff Report - Pdf

13. PUBLIC HEARINGS

13.1. Discussion of Potential Activities and Projects for Inclusion in the 2024 Community Development Block Grant (CDBG) Applications; and (1) Consideration of Approval of a Resolution Approving Applications for Funding, and (2) the Execution of a Grant Agreement and any Amendments thereto from the 2024 Funding Year of the State CDBG Program. 187 - 235

Estimated start time: 7:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Recommendation of Approval of a Resolution Approving Applications for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2024 Funding Year of the State CDBG Program.
Staff Report - Pdf

14. OLD BUSINESS

None

15. NEW BUSINESS

15.1. Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and Entering into an agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City. 237 - 321

Estimated start time: 7:05 p.m.

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities
Prepared By: Andrew Bradley, Program Manager
Recommendation:
Recommend allowing the City Manager to sign the Supercharger License Agreement with Tesla, Inc. so that the City of St. Helena can move forward with Tesla, Inc. to review plans and begin the permitting and approval process for adding 12 Level 3 Chargers to the City owned parking lot at Oak Avenue / Money Way.
Staff Report - Chargers for Oak Avenue / Money Way Lot 2024 - Pdf
Public Comment.Chris Fowler
Public Comment.Laura Keir
Public Comment.Chris Warner
Public Comment.Pam Smithers
Presentation

15.2. Consideration and Proposed Approval of a Resolution Establishing two Ad Hoc committees: (1) Finance Advisory Committee and (2) Strategic Water and Wastewater Advisory Group. 323 - 383

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Adopt the attached resolution establishing the two committees and beginning the recruitment process.
Staff Report - Pdf
Public Comment.Ross Allen
Public Comment.Sharon Dellamonica

Public Comment.Timothy Hall
Public Comment.Celeste Neeley
Public Comment.Kelly Wheaton
Public Comment.Lana Ivanoff
Public Comment.Laura Keir
Public Comment.Ed Wellington
Public Comment.Richard Seiferheld
Public Comment.Tom Belt
Public Comment.Ellen Kieval
Public Comment.Leslie Wilks
Presentation

15.3. Consideration of a Resolution authorizing the waiver of building and grading permit fees and certain development impact fees in an amount not to exceed $199,922 and use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed $1,100,042 for the remaining balance of development impact fees and water neutrality in lieu fees in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street (APN 009-660-005) in the High Density Residential district. 385 - 418

Estimated start time: 7:45 p.m.

CEQA Determination: Exempt
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Staff recommends that the City Council review and act on the request from Burbank Housing/OTSH to waive building and grading permit fees, certain development impact fees in amount not to exceed $199,922 and to use Affordable Housing Trust Funds and/or Measure E Funds in amount not to exceed $1,100,042 for the remaining balance of development impact and water neutrality fees in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street in the High Density Residential district.

Staff Report - Pdf
Presentation

16. CITY COUNCIL REPORTS:

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

B. Association of Bay Area Governments (ABAG) - General Assembly

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

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

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

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

17. ADJOURNMENT

The next Regular City Council meeting is scheduled for November 12, 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 October 18, 2024.



Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

If a person wishes to challenge the above actions in court, they may be limited

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	October 22, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	1) Recommended approval of a City Council Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the "Certificates"), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the "USDA") and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing. 2) Recommended approval of a City Council Resolution authorizing USDA obligation: (USDA mandated form authorizing similar and related actions): authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its wastewater facility to serve an area lawfully within its jurisdiction to serve. 3) Recommended approval of a St. Helena Financing Authority Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the "Certificates"), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the "USDA") and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolutions.
PREVIOUS COUNCIL ACTION:	September 14, 2021 - Resolution 2021-115: Acceptance of a Bank Proposal for Financing CIP S-52 December 14, 2021 - Resolution 2021-161: Approval of Installment Sale Financing to Provide Interim Financing of

	Wastewater System Improvements
STATEMENT OF THE PURPOSE:	The purpose of this report is to approve the repayment of the interim financing from Bank of the West with the USDA Loan, facilitated by approving an Installment Sale Agreement and Trust Agreement for the Certificates.
FINANCIAL IMPACT:	The total financial impact is the USDA financing in the amount of $9,362,000 amortized for a period of forty (40) years at the fixed interest rate of 2.25%. The annual payments from the Wastewater Enterprise Fund are estimated to be $355,222 per year. The payment for FY 2024-25 has been included in the FY 2024-25 Operating Budget. This permanent financing will provide certainty to the Wastewater enterprise fund as to the annual payments of principal and interest. Payments will be semi-annual principal installments and semi-annual interest installments. The precise payment amount will be based on the interest rate at the time of loan closing and may be different than the one listed above.

BACKGROUND:
As a part of the City's efforts to secure low interest funding to implement projects for the City's wastewater system, the City received a Letter of Conditions ("LOC") from the United States Department of Agriculture Rural Utilities Service ("USDA Loan"), dated August 6, 2021. The USDA Loan would fund $9,362,000 of project costs, has a proposed term of 40 years and a proposed interest rate of 2.25%. The 2.25% interest rate is a capped interest rate. If at the time of loan funding the interest rate is lower, the City would receive the lower interest rate.

The USDA Loan is a takeout financing only funded upon completion of the project. This requires the participant to provide interim funding through available cash resources or an interim financing. City staff and the City's Municipal Advisor discussed the need for the City to secure interim financing. It was determined that short-term financing sold as a direct placement would be the most cost-efficient structure. A direct placement is the sale of a bond or loan to a commercial bank or other lender that operates in the municipal lending space.

On Friday, August 20, 2021, a Request for Proposal ("RFP") was circulated to seventeen (17) lenders with responses due by Thursday, September 2, 2021. The City requested a loan with a final maturity date of October 1, 2024 and stated it would consider both fixed rate and variable rate alternatives. The City received four (4) RFP responses and recommended the interim financing from Bank of the West.

On September 14, 2021, City staff and the City's Financing Team briefed the City Council on the need for the interim financing and presented the various financing options for discussion. At that meeting, City staff and the Financing Team received direction to move forward in the preparation of documents for the Bank of the West option. The Bank of the West proposal was a variable rate alternative based on the Secured Overnight Financing Rate "SOFR" and structured as a draw-down loan, meaning the City only paid interest on amounts drawn. However, the City did pay an ongoing maintenance fee for reserving undrawn amounts. Staff stated they would bring the item back to the City Council for formal approval.

On December 14, 2021, the City Council and the St. Helena Financing Authority formally approved the interim financing with the Bank of the West. The transaction closed on March 3, 2022 and, if not otherwise repaid early, will mature on April 1, 2025. On average, the interest rate for the interim financing is 4.81%.

DISCUSSION:
The action for consideration in this staff report is to approve the repayment of the interim financing from Bank of the West, facilitated by approving an Installment Sale Agreement and Trust Agreement for the Certificates. Approval will provide permanent financing of the wastewater system improvements and approve all related actions and documents.

Documents for Review and Approval

1. ***Installment Sale Agreement (Exhibit 4):*** An agreement between the Authority (seller) and the City (purchaser) whereby the City will purchase from the Authority the Wastewater System improvements to be funded with the proceeds of the Certificates. In exchange, the City agrees to make installment payments to the Authority. The installment payments are equal to the debt service on the Certificates and the underlying USDA Loan Agreement.
2. ***Trust Agreement (Exhibit 5):*** A document by and among the Authority, the City and the City Administrative Services Director, as trust administrator (the "Trust Administrator") whereby the Trust Administrator agrees to make debt service payments directly to the USDA. This document governs all the terms and conditions of the Certificates including the role of the Trust Administrator, the principal payments along with the interest rate, the redemption provisions of the Certificates, establishes the funds and accounts for the Certificates, establishes the City obligations for reporting to the USDA, and remedies for Certificate holders in an event of default.

Estimates Costs of Issuance

The table below shoes the estimated budget of the proposed costs of issuance for the Certificates:

Role	Amount
Bond Counsel	50,000
Municipal Advisor (1)	2,500
Total	**52,500**

(1) Estimated amount based on hourly rate and expenses

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability

DOCUMENTS ATTACHMENTS:

Exhibit 1 - City of St. Helena_Bulletin1780-27 Loan Resolution
Exhibit 2 - City Council Resolution USDA
Exhibit 3 - Authority Resolution USDA
Exhibit 4 - Installment Sale Agreement - St. Helena USDA
Exhibit 5 - Trust Agreement - St. Helena USDA

Position 5

RUS BULLETIN 1780-27

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE **City Council**

OF THE **City of St. Helena**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Wastewater (sewer) treatment plant

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the **City of St. Helena**
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Nine Million Three Hundred Sixty-Two Thousand & 00 100

pursuant to the provisions of **Government Code Section 37350**; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning. financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly per-missible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and mainte-nance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed $ **0**

under the terms offered by the Government; that the **City Manager**

and **Administrative Services Director** of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the **City Council** of the **City of St. Helena** has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this _____ , _____ day of _____

(SEAL)

By _____
Anil Comelo

Attest:

Title **City Manager**

Cindy Tzafopoulos

Title **City Clerk**

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as **City Clerk** of the **City of St. Helena**

hereby certify that the **City Council** of such Association is composed of

5 members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and

held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____

_____

Cindy Tzafopoulos

Title **City Clerk**

CITY OF ST. HELENA

RESOLUTION NO. 2024-____

Resolution Authorizing: the execution and delivery of certificates of participation and an installment sale agreement to finance wastewater system improvements and approving related documents and actions

RECITALS

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

B. WHEREAS, the City has undertaken the construction of new treatment facilities for the Wastewater System, including a membrane bioreactor system, retrofitting and rehabilitation of aging facilities and various other related improvements (the "Project"), and to that end, the City in March 2022 obtained interim short-term financing from Bank of the West, to be replaced by long-term financing from the United States of America, acting through Rural Utilities Service, U.S. Department of Agriculture (commonly referred to as "USDA"); and

C. WHEREAS, the St. Helena Financing Authority (the "Authority") was established to assist the City with the financing and refinancing of projects like the Project; and

D. WHEREAS, the City, working together with the Authority, proposes to long-term finance the Project as described in the hereinafter defined Installment Sale Agreement, and it is in the public interest and for the public benefit that the City authorize and direct execution of the Installment Sale Agreement and certain other financing documents in connection therewith; and

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

F. WHEREAS, the documents below specified have been filed with the City Clerk and the members of the Council, with the aid of its staff, have reviewed such documents;

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

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

RESOLUTION

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

Section 1. Approval of Financing Proposal. Certificates of Participation (2024 Wastewater System Improvement Project) in an aggregate principal amount not to exceed $9,362,000 (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined.

Section 2. The below-enumerated documents are hereby approved, and the Mayor, City Manager, and Administrative Services Director (each, an "Authorized Officer") is hereby authorized and directed to execute those documents, with such changes, insertions and omissions as may be approved by such official, upon consultation with bond counsel, and the City Clerk is hereby authorized and directed to attest to such official's signature:

(a) the Installment Sale Agreement, relating to the Project, by and between the Authority, as seller, and the City, as purchaser (the "Installment Sale Agreement"), so long as the total principal amount of the Installment Sale Agreement does not exceed $9,362,000; and

(b) the Trust Agreement, by and among the Authority, the City and the City Administrative Services Director, as trust administrator (the "Trust Administrator"), relating to the financing, and the execution and delivery of the Certificates (the "Trust Agreement").

Section 3. An offer to purchase the Certificates, submitted to the City by the United States of America, acting through Rural Utilities Service, U.S. Department of Agriculture, is hereby approved, and any Authorized Officer is hereby authorized and directed to indicate the City's acceptance of such offer by the execution thereof, with such changes, insertions, and omissions as may be approved by such official, so long as the aggregate principal amount of the Certificates does not exceed $9,362,000.

Section 4. The Authorized Officers and any other officers of the City, are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to effect the purposes of this resolution and the financing herein authorized. Whenever in this resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer or subsequently ratified by such officer as the person to act on his or her behalf in the case such officer is absent or unavailable.

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

* * * * * * * * * * *

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

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

APPROVED:

_____
Paul Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

ST. HELENA FINANCING AUTHORITY

RESOLUTION NO. 2024-____

Resolution Authorizing: the execution and delivery of certificates of participation and an installment sale agreement to finance wastewater system improvements and approving related documents and actions

RECITALS

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

B. WHEREAS, the City has undertaken the construction of new treatment facilities for the Wastewater System, including a membrane bioreactor system, retrofitting and rehabilitation of aging facilities and various other related improvements (the "Project"), and to that end the City in March 2022 obtained interim short-term financing from Bank of the West, to be replaced by long-term financing from the United States of America, acting through Rural Utilities Service, U.S. Department of Agriculture (commonly referred to as "USDA"); and

C. WHEREAS, the St. Helena Financing Authority (the "Authority") was established to assist the City with the financing and refinancing of projects like the Project; and

D. WHEREAS, the City, working together with the Authority, proposes to long-term finance the Project as described in the hereinafter defined Installment Sale Agreement, and it is in the public interest and for the public benefit that the City authorize and direct execution of the Installment Sale Agreement and certain other financing documents in connection therewith; and

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

F. WHEREAS, the documents below specified have been filed with the Board Secretary and the members of the Board, with the aid of its staff, have reviewed such documents;

G. WHEREAS, the Board approves all of said transactions in furtherance of the public purposes of the City, and the Board wishes at this time to authorize all proceedings and

documents relating to assisting the City with the financing of the Project as described herein.

RESOLUTION

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

Section 1. Approval of Financing Proposal. Certificates of Participation (2024 Wastewater System Improvement Project) in an aggregate principal amount not to exceed $9,362,000 (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined.

Section 2. The below-enumerated documents are hereby approved, and the Chair, Vice Chair, Executive Director, Secretary, or Treasurer (each, an "Authorized Officer") is hereby authorized and directed to execute those documents, with such changes, insertions and omissions as may be approved by such official, upon consultation with bond counsel, and the Board Secretary is hereby authorized and directed to attest to such official's signature:

(a) the Installment Sale Agreement, relating to the Project, by and between the Authority, as seller, and the City, as purchaser (the "Installment Sale Agreement"), so long as the total principal amount of the Installment Sale Agreement does not exceed $9,362,000; and

(b) the Trust Agreement, by and among the Authority, the City and the City Administrative Services Director, as trust administrator (the "Trust Administrator"), relating to the financing, and the execution and delivery of the Certificates (the "Trust Agreement").

Section 3. An offer to purchase the Certificates, submitted to the City by the United States of America, acting through Rural Utilities Service, U.S. Department of Agriculture, is hereby approved, and any Authorized Officer is hereby authorized and directed to indicate the Authority's concurrence to such offer, if necessary.

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

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

* * * * * * * * * * *

Approved at a Regular Meeting of the St. Helena Financing Authority Board of Directors on October 22, 2024, by the following vote:

Chair Dohring: _____
Vice Chair Hall: _____
Boardmember Chouteau: _____
Boardmember Hardy: _____
Boardmember Summers: _____

APPROVED:

_____
Paul Dohring, Chair

ATTEST:

_____
Cindy Tzafopoulos, Secretary

INSTALLMENT SALE AGREEMENT

Dated as of November 15, 2024

by and between

ST. HELENA FINANCING AUTHORITY,
as Seller

and the

CITY OF ST. HELENA,
as Purchaser

For

$9,362,000
City of St. Helena
Certificates of Participation
(2024 Wastewater System Improvement Project)

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INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT (this "Agreement" or "Installment Sale Agreement"), dated as of November 15, 2024, by and between the ST. HELENA FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California, as seller (the "Authority"), and the CITY OF ST. HELENA, a municipal corporation and general law city organized and existing under the laws of the State of California, as purchaser (the "City");

W I T N E S S E T H:

WHEREAS, the City has previously entered into an Installment Sale Agreement, dated March 1, 2022 by and between the City and the Authority (the "2022 Installment Sale Agreement"), which was assigned to the Bank of the West, as assignee, as short-term financing for the construction of certain improvements to its wastewater system (the "Wastewater System") as more particularly described in Exhibit A hereto (the "Project"); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting the City in the financing and refinancing of capital improvements; and

WHEREAS, the City wishes to refinance 2022 Installment Sale Agreement; and

WHEREAS, to that end, the Authority will cause the execution and delivery of certificates of participation in the principal amount of $9,362,000 (the "Certificates"), under a Trust Agreement dated as of November 15, 2024 (the "Trust Agreement"), by and among the Authority, the City and the Administrative Services Director of the City of St. Helena, as trust administrator (the "Trust Administrator"), and apply the proceeds of the sale thereof to the acquisition of the Project; and

WHEREAS, the City has determined to purchase the Project from the Authority pursuant to this Installment Sale Agreement; and

WHEREAS, the City will make installment payments pursuant to this Installment Sale Agreement (the "Installment Payments") from the Net Revenues (as defined herein) of the Wastewater System in order to purchase the Project from the Authority; and

WHEREAS, the Installment Payments shall be secured by the Net Revenues of the Wastewater System on a parity with the installment payments payable under the Parity Obligations (defined in the Trust Agreement); and

WHEREAS, under the Trust Agreement, the Authority will assign its right to receive Installment Payments to the Trust Administrator for the benefit of the the Owner (as defined in the Trust Agreement) of the Certificate, initially the United States of America, acting through the Rural Utilities Service (or successor agency, bureau or division) of the United States Department of Agriculture (typically referred to as "USDA").

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

GENERAL

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in Exhibit A attached to the Trust Agreement shall, for all purposes of this Installment Sale Agreement, have the meanings specified therein.

Section 1.02. Representations, Covenants and Warranties. The City and the Authority represent, covenant and warrant to each other as follows:

(a) Each is validly organized and existing under the laws of the State.

(b) The laws of the State authorize each to enter into this Installment Sale Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out its obligations under each of the aforesaid agreements, and the each has duly authorized and executed such agreements.

(c) The execution and delivery of this Installment Sale Agreement, the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, and the consummation of the transactions contemplated by this Installment Sale Agreement and the Trust Agreement do not conflict with and do not result in a material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which each is now a party or by which each is bound or constitutes a default under any of such agreement or instrument.

(d) Each has authorized and executed this Installment Sale Agreement in accordance with the laws of the State.

(e) The City represents that the Project has not been the subject of a previous conveyance by the City (other than in connection with installment sale agreements entered into with the Authority for construction of the Project).

(f) The City represents that, other than the Parity Obligations, which are on parity with the Installment Payments, it has not issued or incurred any obligations payable out of the Gross Revenues or the Net Revenues.

Section 1.03. Written Certificates.

(a) **Contents**. Every certificate provided for in this Installment Sale Agreement with respect to compliance with any provision hereof shall include (a) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (c) a statement that, in the opinion of such person, he or she has made or caused to be made such examination or investigation as is necessary to enable him or her to express an informed opinion with respect to the subject matter referred to in the instrument to which his or her signature is affixed; (d) a statement of the assumptions upon which such certificate is based, and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

(b) Reliance. Any such certificate made or given by a City Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such City Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, as the case may be) upon a certificate or opinion of or representation by a City Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based is erroneous. The same City Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Installment Sale Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

Section 1.04. Exhibits. The following Exhibits are attached to, and by this reference are made a part of, this Installment Sale Agreement:

Exhibit A: Project Description
Exhibit B: Installment Payments Schedule

ARTICLE II

DEPOSITS; PAYMENTS ; CONSTRUCTION

Section 2.01. Deposit of Moneys. The Authority shall cause to be deposited with the Trust Administrator, for deposit in the funds as provided in the Trust Agreement, the amounts derived from the Certificate proceeds ($9,362,000.00) in the installments as and when disbursed by the Original Purchaser.

Section 2.02. Payment of Project Costs and Delivery Costs. Payment of the Project Costs and Delivery Costs shall be made from the moneys deposited with the Trust Administrator in the Project Fund, which shall be disbursed for such purpose in accordance and upon compliance with Sections 3.02 and 3.03, respectively, of the Trust Agreement. The City hereby covenants to pay necessary Project Costs and Delivery Costs in excess of amounts available from Certificate proceeds from any legally available source of funds.

Section 2.03. Unexpended Proceeds. In accordance with Section 3.04 of the Trust Agreement, all excess moneys remaining in the Project Fund and not required for payment of Project Costs shall be transferred to the Installment Payment Fund and applied to the prepayment of Certificates.

Section 2.04. Construction of Project. The Authority hereby appoints the City as its agent to acquire and construct the Project.

ARTICLE III

PROJECT SALE AND TITLE; INSTALLMENT PAYMENTS; NET REVENUES

Section 3.01. Sale. The Authority hereby sells, bargains and conveys the Project to the City, and the City hereby purchases the Project from the Authority upon the terms and conditions set forth in this Installment Sale Agreement.

Section 3.02. Title. The City and the Authority agree that title to the Project, and each component thereof, shall be deemed conveyed to and vested in the City upon the completion of the acquisition, construction and installation thereof. The Authority and its officers shall take all actions necessary to vest in the City all of the Authority's rights in and title to the Project.

Section 3.03. Assignment by the Authority. The Authority's right, title and interest in this Installment Sale Agreement, including the right to receive and enforce payment of the Installment Payments to be made by the City under this Installment Sale Agreement, have been assigned to the Trust Administrator, subject to certain exceptions, pursuant to the Trust Agreement.

The City understands and agrees that the Authority has assigned its right, title and interest (but not its duties or obligations) in this Installment Sale Agreement to the Trust Administrator pursuant to the Trust Agreement for the benefit of the Owners and the City assents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Trust Administrator at the Trust Administrator's principal corporate trust office or at such other place as the Trust Administrator may direct in writing, all payments payable by the City pursuant to this Installment Sale Agreement.

Section 3.04. Term of the Installment Sale Agreement. The Term of the Installment Sale Agreement shall be as defined in Exhibit A to the Trust Agreement, unless sooner terminated.

Section 3.05. Installment Payments.

(a) Obligation to Pay. The City agrees to pay to the Authority, its successors and assigns, as the purchase price of the Project, the Installment Payments, consisting of components of principal and interest, on the Installment Payment Dates and in the amounts specified in Exhibit B hereto, except such amounts shall be reduced by moneys on deposit in the Installment Payment Fund and credited to the payment of Installment Payments next due. The Installment Payments shall be payable solely from Net Revenues as hereinafter provided.

(b) Reduction Upon Partial Prepayment. If the City prepays less than all of the remaining principal components of the Installment Payments pursuant to Sections 4.02 and 4.03 hereof, the amount of such prepayment shall be applied (1) first to any interest owing but unpaid at the time of the prepayment, and (2) second to reduce the principal component of the subsequent remaining Installment Payments in any manner as directed by the City in a Written Certificate and the interest component of each subsequent remaining Installment Payment shall be reduced by the aggregate

corresponding amount of interest that would otherwise be payable with respect to the Certificate redeemed as a result of such prepayment.

(c) Rate on Overdue Payments. If the City should fail to make any of the payments required in this Section 3.05 so that there are insufficient moneys on hand in the Installment Payment Fund to pay any Installment Payment in full on an Installment Payment Date, the Installment Payment in default shall continue as an obligation of the City until the amount in default is fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date thereof at the rate of interest payable with respect to the Certificate.

Section 3.06. Special Obligation of the City.

(a) Limitations. The City's obligation to pay the Installment Payments shall be a special obligation limited solely to Net Revenues. Under no circumstances shall the City be required to advance any moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments, nor shall any other funds or property of the City be liable for the payment of the Installment Payments.

(b) Obligations Unconditional. The obligations of the City to make the Installment Payments from Net Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the City, the Authority or the Trust Administrator of any obligation to the City or otherwise with respect to the Project, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Trust Administrator.

(c) Obligations Specified. Until such time as all of the Installment Payments are fully paid or prepaid, the City:

(i) will not suspend, abate, or discontinue any payments provided for in Section 3.05 hereof;

(ii) will perform and observe all other agreements contained in this Installment Sale Agreement; and

(iii) will not terminate the Term of the Installment Sale Agreement for any cause, including, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Authority or the Trust Administrator to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Installment Sale Agreement.

(d) Authority Obligations. Nothing contained in this Section 3.06 shall be construed to release the Authority from the performance of any of the agreements on its

part herein contained, and if the Authority fails to perform any such agreements on its part, the City may institute such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in Section 3.06(b) above. The City may, however, at the City's own cost and expense and in the City's own name or in the name of the Authority prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect the City's right of possession, occupancy and use hereunder, and in such event the Authority hereby agrees to cooperate fully with the City and to take such action necessary to effect the substitution of the City for the Authority in such action or proceeding if the City so requests.

Section 3.07. Pledge of Net Revenues; Transfer to Pay Installment Payments; Release from Lien.

(a) Pledge of Net Revenues. The City hereby agrees that the payment of the Installment Payments shall be secured by a pledge, charge and lien upon Net Revenues on a parity with the pledge which secures all outstanding Parity Obligations, and Net Revenues sufficient to pay the Installment Payments as they become due and payable are hereby pledged, charged, assigned, transferred and set over by the City to the Authority and its assigns for the purpose of securing payment of the Installment Payments. The Net Revenues shall constitute a trust fund for the security and payment of the Installment Payments.

The Installment Payments and all Parity Obligations are equally secured by a pledge, charge and lien upon the Net Revenues and such moneys without preference or priority for series, issue, number or date and the payment of the interest on and principal of the Installment Payments shall be and are secured by said pledge, charge and lien upon the Net Revenues and such moneys.

(b) Transfer to Pay Installment Payments. The City has previously established a Wastewater Fund, which it will continue to hold and maintain for the purposes and uses set forth herein. The City shall deposit all Gross Revenues in the Wastewater Fund promptly upon the receipt thereof. In addition to withdrawals required to pay principal of and interest on the Parity Obligations, the City shall, on or before each Installment Payment Date, withdraw Net Revenues on deposit in the Wastewater Fund and transfer to the Trust Administrator for deposit into the Installment Payment Fund the amount indicated in Exhibit B attached hereto as required for the next occurring Installment Payment Date. Notwithstanding Exhibit B attached hereto, the City shall be obligated to make Installment Payments sufficient to pay all principal and interest then-due with respect to the Certificates.

(c) Release from Lien. Following the transfer described in paragraph (b) of this Section 3.07 with respect to each October 1 Installment Payment Date, Net Revenues on deposit in the Wastewater Fund in excess of amounts required for the payment of the Installment Payments and any Parity Obligations, and for the replenishment of the Reserve Fund in that Fiscal Year, shall be released from the lien of this Installment Sale Agreement and shall be available for any lawful purpose of the City.

Section 3.08. Rate Covenant; Rate Stabilization Fund.

(a) Rate Covenant. The City will, at all times while any of the Installment Payments remain unpaid, fix, prescribe and collect rates, fees and charges and manage the operation of the Wastewater System for each Fiscal Year so as to yield Gross Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts during such Fiscal Year:

(i) All current Operation and Maintenance Costs.

(ii) all payments required with respect to Parity Obligations during such Fiscal Year, if any.

(iii) amounts required to replenish the Reserve Fund, as required by Section 6.06 of the Trust Agreement.

(iv) amounts required to replenish any reserve fund required by any Parity Obligation, if any.

(v) In addition to the foregoing requirements, the City will, at all times while any Installment Payments remain unpaid, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the Wastewater System for each Fiscal Year so as to yield Net Revenues during such Fiscal Year equal to at least 110% of the annual Debt Service, including such annual debt service on Parity Obligations, in such Fiscal Year; provided, an adjustment may be made to the amount of Net Revenues as provided in Section 3.08(b).

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

(b) Rate Stabilization Fund. The City has previously established a Rate Stabilization Fund, which the City shall continue to hold and maintain for the purposes and uses set forth herein. The City may, during or within 210 days after a Fiscal Year, deposit any legally available funds into the Rate Stabilization Fund. The City may at any time withdraw moneys from the Rate Stabilization Fund and deposit such amounts into the Wastewater Fund.

Notwithstanding anything to the contrary provided herein, Net Revenues (but not other funds) deposited into the Rate Stabilization Fund shall not be taken into account as Net Revenues for purposes of the calculations in Sections 3.08(a)(v) and 3.09 in the Fiscal Year to which such deposit is attributable, and amounts withdrawn from the Rate Stabilization Fund and deposited into the Wastewater Fund, during or within 210 days after a Fiscal Year, may be taken into account as Gross Revenues for purposes of the calculations required under Sections 3.08(a)(v) and 3.09 in such Fiscal Year; provided, that the limitation set forth above shall apply only to Net Revenues deposited into the Rate Stabilization Fund in a Fiscal Year to avoid double-counting and not any other

legally available funds. The amounts in the Rate Stabilization Fund shall be invested in the Permitted Investments.

Section 3.09. Limitations on Future Obligations Secured by Net Revenues.

(a) No Obligations Superior to Installment Payments. In order to protect further the availability of the Net Revenues and the security for the Installment Payments and any Parity Obligations, the City hereby agrees that the City shall not, so long as any Certificates are outstanding, issue or incur any obligations payable from Gross Revenues or Net Revenues superior to the Installment Payments or such Parity Obligations.

(b) Parity Obligations. The City further covenants that, except for obligations issued or incurred to prepay the Installment Payments in full pursuant to Section 4.02 hereof, the City shall not issue or incur any Parity Obligations unless all of the following conditions are met:

(i) The City may not be in default under the terms of this Installment Sale Agreement.

(ii) the Net Revenues for the last completed Fiscal Year or any 12 consecutive months within the last 18 months preceding the date of execution of such Parity Obligation, plus an allowance for increased Net Revenues arising from any increase in the rates, fees and charges of the Wastewater System which was duly adopted by the governing board of the City prior to the date of the execution of such Parity Obligation but which, during all or any part of such 12 month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in rates, fees and charges had been in effect during the whole of such 12 month period, as shown by a Certificate of the City on file with the Assignee, shall have produced a sum equal to at least 110% of the annual Debt Service, including debt service on Parity Obligations, in such Fiscal Year as calculated after the execution of such Parity Obligation; *provided*, that in the event that all or a portion of such Parity Obligation is to be issued for the purpose of refunding and retiring any Parity Obligation then outstanding, interest and principal payments on the Parity Obligation to be so refunded and retired from the proceeds of such Parity Obligation being issued shall be excluded from the foregoing computation of maximum annual Debt Service; *provided, further*, that the City may at any time issue Parity Obligation without compliance with the foregoing conditions if the annual Debt Service for each Fiscal Year during which such Parity Obligation is outstanding will not be increased by reason of the issuance of such Parity Obligation; and provided further, an adjustment may be made in the amount of Net Revenues as provided in Section 3.08(b).

Section 3.10. Additional Payments. In addition to the Installment Payments, the City shall pay, from Net Revenues, when due all costs and expenses incurred by the Authority or Trust Administrator to comply with the provisions of the Trust Agreement and this Installment Sale Agreement, including, without limitation all Delivery Costs, compensation due to the Trust Administrator for its fees, costs and expenses incurred under the Trust Agreement, and all costs and expenses of attorneys, auditors, engineers and accountants.

Section 3.11. Payments to Reserve Fund. In addition to the Installment Payments, the City shall pay to the Trust Administrator, from Net Revenues,

(a) on a monthly basis, $_____ per month, until a total of $_____ (the "Reserve Requirement") has been accumulated, and

(b) such amounts as may be required to replenish the Reserve Fund if a draw therefrom or a valuation thereof determines that a deficiency exists therein, all in accordance with Section 6.06 of the Trust Agreement;

provided, however, that if the amount on deposit in the Reserve Fund reaches the Reserve Requirement, the City shall discontinue the payments to the Reserve Fund (except to the extent necessary to replenish the Reserve Fund), and any further interest earnings on the Reserve Fund shall be allocated under Section 8.03 of the Trust Agreement.

Section 3.12. Payments to Short-Lived Asset Reserve. In order to comply with the requirements of the Letter of Conditions dated August 6, 2021 issued by the Government in connection with its purchase of the Certificates, the City shall establish and maintain a separate fund (the "Short-Lived Asset Reserve") as a reserve for short-lived assets of the Wastewater System.

The District shall deposit a total of $_____ into the Short-Lived Asset Reserve not later than the first anniversary following the date the Project is completed and shall maintain such amount in the Short-Lived Asset Reserve for as long as any of the Certificates remain outstanding.

The District may withdraw amounts on deposit in the Short-Lived Asset Reserve from time to time to pay for timely replacement of "short-lived assets" of the Wastewater System, which for purposes of this Section shall mean any component or assets of the Wastewater System, including without limitation pumps, paint and small equipment, that will need to be repaired or replaced over a one- to fifteen-year period, the cost of which is not included within the definition of Operation and Maintenance Expenses.

Notwithstanding the foregoing, before each October 1 the City shall evaluate the status and condition of short-lived assets of the Wastewater System and, if such evaluation suggests that a lesser or greater deposit is required in order to provide for the timely replacement of any short-lived assets, the City may decrease the amount of the annual deposit into the Short-Lived Asset Reserve if a lesser amount is indicated, but shall increase the amount of the annual deposit into the Short-Lived Asset Reserve if a greater amount is indicated.

Earnings and gains resulting from investment of the Short-Lived Asset Reserve will be retained in the Short-Lived Asset Reserve and used for the purposes thereof.

Upon the redemption in full of all outstanding Certificates, the City shall close the Short-Lived Asset Reserve and the balance therein shall be released to the City and used for any legally permissible purpose of the Wastewater System.

ARTICLE IV

PREPAYMENT OF INSTALLMENT PAYMENTS

Section 4.01. Prepayment. The City shall have the right to prepay the Installment Payments, but only in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

Section 4.02. Optional Prepayment. Subject to the terms and conditions of this Section 4.02, the Authority hereby grants an option to City to prepay the Installment Payments in full, by paying the total unpaid principal component of the Installment Payments as set forth in Exhibit B, or in part, but not in an amount of less than the Denomination Amount or any integral multiple thereof, without premium or penalty.

The City may exercise this option on any date following written notice by the City to the Authority and the Trust Administrator of the exercise of such option at least 45 days prior to the date designated for prepayment.

In order to prepay the Installment Payments in full, the City shall deposit with the Trust Administrator, no later than the applicable prepayment date, (i) cash in an amount sufficient to pay the total unpaid principal component of such Installment Payments as set forth in Exhibit B, (ii) any Installment Payments then due but unpaid, and (iii) accrued interest to the prepayment date.

In order to prepay the Installment Payments in part, the City shall deposit with the Trust Administrator, no later than the applicable prepayment date, (i) an amount divisible by the Denomination Amount equal to the amount desired to be prepaid, (ii) any Installment Payments then due but unpaid, and (iii) accrued interest on the amount to be prepaid to the prepayment date.

Any partial prepayment shall be applied by the Authority or its assignee against Installment Payments in such order as directed by the City and consistent with Section 4.02 of the Trust Agreement, and the City shall prepare (or cause to be prepared) and provide to the Trust Administrator a revised schedule of Installment Payments reflecting such partial prepayment.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the City. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the City debt shall, after payment of interest, be applied to the installments last to become due under this Agreement and shall not affect the obligation of the City to pay the remaining installments as scheduled in the security instruments.

Section 4.03. Mandatory Prepayment From Net Proceeds of Insurance or Condemnation and from Unexpended Proceeds. The City shall be obligated to prepay the Installment Payments in whole or in part on any Installment Payment Date from and to the extent of

(a) any Net Proceeds of any insurance or condemnation award theretofore deposited in the Installment Payment Fund for such purpose pursuant to Section 5.07 hereof or pursuant to Section 7.02 of the Trust Agreement; and

(b) from any excess monies remaining in the Project Fund and not required for payment of Project Costs ("Unexpended Proceeds").

The City and the Authority hereby agree that such Net Proceeds and Unexpended Proceeds shall be credited towards the City's obligations under this Section 4.03. Except in the case of such prepayment of the Installment Payments in full, such payment shall be in addition to the Installment Payment required to be paid by the City on such date. Prepayment of Certificates pursuant to this Section shall be applied against the final unpaid principal installment of the Certificates.

Section 4.04. Credit for Amounts on Deposit. If the City elects or is required to prepay the Installment Payments in full under this Article IV, such that the Trust Agreement will be discharged by its terms as a result of such prepayment, all amounts then on deposit in the Installment Payment Fund, the Project Fund or the Reserve Fund shall be credited towards the amounts required to be so prepaid.

Section 4.05. Security Deposit. Notwithstanding any other provision hereof, the City may on any date secure the payment of Installment Payments, in whole or in part, by irrevocably depositing with the Trust Administrator an amount of cash which, together with other available amounts, is either (a) sufficient to pay all such Installment Payments, including the principal and interest components thereof, when due hereunder, or (b) invested in whole or in part in non-callable Defeasance Obligations in such amount as will, in the report of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay all such Installment Payments when due hereunder (including when due on any optional prepayment date pursuant to Section 4.02), as the City instructs at the time of said deposit. If the City makes a security deposit under this Section for the payment of all remaining Installment Payments, all obligations of the City hereunder, and the pledge of Net Revenues and all other security provided by this Installment Sale Agreement for said obligations, will cease and terminate, excepting only the obligation of the City to make, or cause to be made, all Installment Payments from such security deposit. A security deposit constitutes a special fund for the payment of such Installment Payments in accordance with the provisions hereof. Upon such deposit, the Authority will execute or cause to be executed any and all documents as may be necessary to release the security provided hereby to the extent of such deposit.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.01. Maintenance, Taxes and Assessments, Contests.

(a) Operation. The City covenants to operate the Wastewater System in an efficient and economical manner and operate, maintain and preserve the Wastewater

System in good repair and working order in accordance with customary standards and practices applicable to similar facilities

(b) Taxes and Assessments. The City shall also pay or cause to be paid all taxes and assessments of any type or nature charged to the Authority or the City or levied, assessed or charged against the Wastewater System or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of the Installment Sale Agreement as and when the same become due. The City shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Authority, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

(c) Contest. The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items, or the Project or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority.

Section 5.02. Modification of Project. The City may, at its own expense, remodel the Project or make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Installment Sale Agreement and shall be the prior written consent of the Original Purchaser. Such additions, modifications and improvements shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Project, upon completion of any additions, modifications and improvements made pursuant to this Section 5.02, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements.

Section 5.03. Installation of City's Equipment. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Project. All such items shall remain the sole property of the City, in which neither the Authority nor the Trust Administrator shall have any interest, and may be modified or removed by the City at any time provided that the City shall repair and restore any and all damage to the Project resulting from the installation, modification or removal of any such items. Nothing in this Installment Sale Agreement shall prevent the City from purchasing items to be installed pursuant to this Section 5.03 under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof.

Section 5.04. Public Liability and Property Damage Insurance.

(a) Insurance Policies. The City shall maintain or cause to be maintained, throughout the Term of the Installment Sale Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the City, its members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the construction or operation of the Wastewater System. Such policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and in each accident or event, and in a minimum amount of $250,000 (subject to a deductible clause of not to exceed $200,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $2,500,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City.

(b) Self-Insurance. If the City maintains self-insurance, it shall supply to the Trust Administrator a statement of sufficiency by an independent insurance consultant or the City's risk manager on an annual basis as described in Section 5.06 hereof.

(c) Application of Net Proceeds. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.05. Fire and Extended Coverage Insurance.

(a) Insurance Policies. The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of the Installment Sale Agreement, insurance against loss or damage to any structures constituting any part of the Wastewater System (excluding transmission and distribution pipelines and equipment in public and private rights-of-way) by fire and lightning, with extended coverage insurance but not including earthquake insurance. Such insurance shall be in an amount equal to the greater of 100% of the replacement cost of the Project or the then Outstanding principal amount of Certificates. Such insurance may be subject to a deductible clause of not to exceed ten percent of said replacement cost for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the City, and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City.

(b) Self-Insurance. If the City maintains self-insurance, it will supply to the Trust Administrator a statement of sufficiency by an independent insurance consultant or the City's risk manager on an annual basis as described in Section 5.06 hereof.

(c) Application of Net Proceeds. Net Proceeds of such insurance shall be applied as provided in Section 5.07 hereof.

Section 5.06. Insurance Net Proceeds; Form of Policies. The insurance required by Sections 5.04 and 5.05 above shall provide that all proceeds thereunder shall be payable to the Trust Administrator for the benefit of the Certificate Owners. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Installment Sale Agreement. All such policies shall provide that the Authority and the Trust Administrator are named as additional insureds and that the Trust Administrator shall be given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Trust Administrator shall not be responsible for the sufficiency of any insurance herein required or for the obtaining of such insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the City. The City shall cause to be delivered to the Trust Administrator annually, no later than the end of each Fiscal Year, a Written Certificate signed by a City Representative stating that the City is in compliance with Sections 5.04 and 5.05 of this Agreement. The Trust Administrator may conclusively rely on such certificate.

Section 5.07. Application of Net Proceeds.

(a) From Insurance Award. The Net Proceeds of any insurance award resulting from any damage to or destruction of the Project by fire or other casualty shall be deposited in the Insurance and Condemnation Fund by the Trust Administrator promptly upon receipt thereof and, if the City Representative notifies the Trust Administrator in writing of the City's determination that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of the City, then such Net Proceeds shall be promptly transferred by the Trust Administrator to the Installment Payment Fund to be applied as provided in Section 4.03 hereof.

All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by the City, upon receipt of a requisition, signed by the City Representative and, so long as all of the Outstanding Certificates are held by the Original Purchaser, the Owner of the Certificate stating with respect to each payment to be made

(i) the requisition number,

(ii) the name and address of the person, firm or corporation to whom payment is due,

(iii) the amount to be paid and

(iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation.

Any balance of the Net Proceeds remaining after such work has been completed shall be transferred to the Installment Payment Fund. The City covenants that it will commence such replacement, repair, restoration, modification or improvement or indicate that such replacement, repair, restoration, modification or improvement is not economically feasible within 180 days of receipt of such Net Proceeds.

(b) From Eminent Domain Award. The Net Proceeds of any eminent domain award shall be deposited in the Insurance and Condemnation Fund to be held and applied by the Trust Administrator pursuant to Section 7.02 of the Trust Agreement.

Section 5.08 Advances. If the City fails to perform any of its obligations under this Article V, the Authority may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as soon as possible, with interest at the rate of interest with respect to the Certificate from the date of the advance to the date of repayment.

ARTICLE VI

DISCLAIMER OF WARRANTIES; ACCESS; INDEMNITY

Section 6.01. Disclaimer of Warranties. The Authority makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City for the Project or any item thereof, or any other representation or warranty with respect to the Project or any item thereof. In no event shall the Authority be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement or the Trust Agreement for the existence, furnishing, functioning or City's use of the Project.

Section 6.02. Access to the Project and Records. To the extent permitted by law, the City agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have the right at all reasonable times to enter upon and to examine and inspect the Project. The City further agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by the City to perform its obligations hereunder. In addition, the City agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have the right at all reasonable times to inspect and examine all books, papers and records of the Authority and the City pertaining to the Project and the Certificate, to make copies thereof and to take non-privileged memoranda therefrom or with respect thereto as may be desired.

Section 6.03. Indemnity. The City shall and hereby agrees to indemnify and save the Authority and its successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of:

(a) the use, maintenance, condition or management of, or from any work or thing done on the Project by the City;

(b) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement;

(c) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project;

(d) any act or negligence of any assignee or sublessee of the City with respect to the Project; or

(e) the construction of the Project or the authorization of payment of the Project Costs or Delivery Costs by the City or the Authority.

No indemnification is made under this Section 6.03, or elsewhere in this Installment Sale Agreement for willful misconduct, negligence, or breach of duty under this Installment Sale Agreement by the Authority, its officers, agents, employees, successors or assigns.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default Defined. The following shall be "events of default" under this Installment Sale Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

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

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Installment Sale Agreement or the Trust Agreement, other than as referred to in clause (a) of this Section 7.01, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority, the Trust Administrator or the Owners of not less than 25% in aggregate principal amount of Certificate then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority, the Trust Administrator or such Owners, as applicable, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

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

(d) An event of default occurs and is continuing with respect to any Parity Obligations.

Section 7.02. Remedies on Default. Whenever any event of default referred to in Section 7.01 hereof shall have happened and be continuing, the Authority shall have the right, at its option and without any further demand or notice, to:

(a) declare all principal components of the unpaid Installment Payments, together with accrued interest at the rate or rates specified in the respective Outstanding Certificate from the immediately preceding Installment Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall become due and payable; and

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

Section 7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 7.04. Prosecution and Defense of Suits. The City shall promptly, upon request of the Authority or its assignee, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and, to the extent permitted by law, shall indemnify or cause to be indemnified the Authority and its assignee for all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

To the extent permitted by law, the City shall defend, or cause to be defended, against every suit, action or proceeding at any time brought against the Authority or its assignee upon any claim arising out of the receipt, application or disbursement of any of the Net Revenues or involving the rights or duties of the Authority or its assignee under this Installment Sale Agreement or the Trust Agreement; provided, that the Authority and its assignee at their election may appear in and defend any such suit, action or proceeding. The City shall indemnify or cause to be indemnified the Authority and its assignee against any and all liability claimed or asserted by any person, arising out of such receipt, application or disbursement. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect, even though all Installment Payments have been fully paid and satisfied, until a date which is three years following the payment of the last of the Installment Payments.

Section 7.05. No Additional Waiver Implied by One Waiver. If any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.06. Application of the Proceeds. The Trust Administrator, as assignee of the Authority, shall apply all amounts received under this Article VII as set forth in Section 13.03 of the Trust Agreement.

Section 7.07. Liability Limited to Net Revenues. Notwithstanding any provision of this Installment Sale Agreement, the City's liability to pay the Installment Payments and other amounts hereunder shall be limited solely to Net Revenues as provided in Sections 3.06 and 3.07 hereof. If Net Revenues are insufficient at any time to pay an Installment Payment in full, the City shall not be liable to pay or prepay such Installment Payment other than from Net Revenues.

Section 7.08. Trust Administrator and Certificate Owners to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VII have been assigned by the Authority to the Trust Administrator under the Trust Agreement, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trust Administrator and the Owners of the Certificate as provided in the Trust Agreement.

Section 7.09. Pro Rata Application of Net Revenues. If, at any time, there is a deficiency in Net Revenues available to pay the Installment Payments, any amounts due with respect to Parity Obligations (which may require the consent of the Original Purchaser as set forth in Section 3.09(b)(iv)), amounts required to replenish the Reserve Fund, or amounts required to replenish any reserve fund established for Parity Obligations, available Net Revenues shall be applied on a pro rata basis to the payment of such Installment Payments, to the payment of amounts due with respect to Parity Obligations, to the replenishment of the Reserve Fund, to the replenishment of any reserve fund established for Parity Obligations.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Assignment, Sale or Lease by the City.

(a) Assignment or Sale. This Installment Sale Agreement may not be assigned by the City, and the Wastewater System may not be sold by the City during the Term of this Installment Sale Agreement.

(b) Lease. The City may lease the Project, or any portion thereof, with the consent of the Owner of the Certificate so long as all of the Outstanding Certificate are held by the Original Purchaser thereof, and subject to all of the following conditions:

(i) This Installment Sale Agreement and the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(ii) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trust Administrator a true and complete copy of the documents accomplishing such lease;

(iii) No such lease by the City shall cause the Project to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State; and

(iv) No such lease shall cause the interest component of the Installment Payments to become subject to federal or State personal income taxes.

Section 8.02. Amendment of Installment Sale Agreement. The City will not alter, modify or cancel or agree or consent to alter, modify or cancel this Installment Sale Agreement, except as permitted by Article VII of the Trust Agreement, without the written consent of the Trust Administrator and the Authority,

Section 8.03. Binding Effect. This Installment Sale Agreement shall be for the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

Section 8.04. Applicable Law. This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8.05. Severability. If any provision of this Installment Sale Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.06. Captions. The captions or headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Installment Sale Agreement.

Section 8.07. Net Contract. This Installment Sale Agreement shall be deemed and construed to be a “net contract” and the City hereby agrees that the Installment Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 8.08. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

Section 8.09. Authority and City Representatives. Whenever under the provisions of this Installment Sale Agreement the approval of the Authority or the City is required, or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority by an Authority Representative and for the City by a City Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 8.10. Notices. All written notices to be given hereunder shall be given by mail first class, postage prepaid, to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such

notice shall be deemed to have been received 48 hours after deposit in the United States mail, with postage fully prepaid.

If to the City or the Authority	City of St. Helena 1088 College Avenue St. Helena, California 94574 Attention: Administrative Services Director Email: mkellogg@cityofsthelena.org
If to the Trust Administrator	Administrative Services Director City of St. Helena 1088 College Avenue St. Helena, California 94574 Email: mkellogg@cityofsthelena.org

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

Section 8.11. Execution in Counterparts. This Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS, the Authority has caused this Installment Sale Agreement to be duly executed in its name by its duly authorized officer; and the City has caused this Installment Sale Agreement to be duly executed in its name by its duly authorized officers, as of the date first above written.

ST. HELENA FINANCING AUTHORITY, *as Seller*

Attest

By _____ By _____
Secretary Executive Director

CITY OF ST. HELENA, *as Purchaser*

Attest

By _____ By _____
City Clerk City Manager

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Project consists of the financing and refinancing of the acquisition and construction of new treatment facilities to the Wastewater System, including the following improvements:

1. Installation of a packaged MBR treatment system;
2. Treatment pond retrofit for influent flow equalization and emergency storage;
3. Construction of a new influent lift station;
4. Retrofit of existing treatment pond distribution box structure and construction of mechanical screening and disposal system;
5. Construction of a sludge dewatering and disposal system;
6. Flow meter reconstruction;
7. Chlorine disinfection system upgrades;
8. Installation of an underground effluent pipeline for distribution to Pond 5 or the Napa River outfall;
9. Electrical improvements;
10. Supervisory Control and Data Acquisition (SCADA) system Integration;
11. Site improvements for WWTRP upgrades
12. Construction of a noise barrier wall.

EXHIBIT B
SCHEDULE OF INSTALLMENT PAYMENTS

Payment Date	Principal	Interest Rate	Interest	Semiannual Debt Service	Annual Debt Service

_____
*Commencing with the _____ 1, 2024 interest payment, it is assumed that total advances in the principal amount of $_____ have been drawn by said date.

TRUST AGREEMENT

Dated as of November 15, 2024

by and among

the
ADMINISTRATIVE SERVICES DIRECTOR OF THE CITY OF ST. HELENA,
as Trust Administrator

the
ST. HELENA FINANCING AUTHORITY,

and the

CITY OF ST. HELENA

$9,362,000
Certificates of Participation
(2024 Wastewater System Improvement Project)

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TRUST AGREEMENT

This TRUST AGREEMENT, made and entered into as of November 15, 2024, by and among the ADMINISTRATIVE SERVICES DIRECTOR OF THE CITY OF ST. HELENA, as trust administrator (the "Trust Administrator"), the ST. HELENA FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), as seller under the Installment Sale Agreement hereinafter defined, and the CITY OF ST. HELENA, a municipal corporation and general law city organized and existing under the laws of the State of California (the "City);

W I T N E S S E T H

WHEREAS, the City and the Authority have entered into an installment sale agreement (the "Installment Sale Agreement"), dated as of the date hereof, whereby the Authority has agreed to sell certain improvements to the City's wastewater system (the "Project") to the City and the City has agreed to purchase the Project from the Authority; and

WHEREAS, for the purpose of obtaining the moneys required to be deposited by it with the Trust Administrator for financing the construction of the Project, the Authority proposes to assign and transfer certain of its rights under the Installment Sale Agreement to the Trust Administrator and, in consideration of such assignment and the execution of this Trust Agreement, the Trust Administrator has agreed to execute and deliver a series of certificates of participation, evidencing direct, undivided fractional interests in the Installment Payments and Prepayments (each as hereinafter defined) to be made by the City, to provide the moneys required herein to be deposited by the Authority;

WHEREAS, the Installment Payments shall be secured by the Net Revenues of the Wastewater System (each as hereinafter defined) on a parity with the installment payments payable under the Parity Obligations (defined in the Trust Agreement); and

WHEREAS, the original purchaser and owner of the Certificates shall be the Government;

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

ARTICLE I
DEFINITIONS; AUTHORIZATION; EXHIBITS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in Exhibit A attached hereto shall, for all purposes of this Trust Agreement, have the meanings therein specified.

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

Section 1.03. Content of Written Certificates.

(a) Contents. Every certificate provided for in this Trust Agreement with respect to compliance with any provision hereof, except the certificate of destruction pursuant to Section 14.07, shall include (a) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (c) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; (d) a statement of the assumptions upon which such certificate is based, and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

(b) Reliance. Any such certificate made or given by a City Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such City Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, as the case may be) upon a certificate or opinion of or representation by a City Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same City Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Trust Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

Section 1.04. Exhibits. The following Exhibits are attached to, and by this reference are made a part of, this Trust Agreement:

Exhibit A: Definitions
Exhibit B: Form of Certificates of Participation
Exhibit C: Form of Disbursement Requisition from Project Fund

ARTICLE II
THE CERTIFICATE OF PARTICIPATION

Section 2.01. Authorization. The Trust Administrator is hereby authorized and directed upon written request from the Authority to execute and deliver, to the Original Purchaser, the Certificates in the principal amounts evidencing undivided fractional interests in the Installment Payments and the prepayments. The aggregate principal amount of the Certificates shall not in any case exceed the aggregate payments by the Original Purchaser therefor, as such payments and the dates thereof are endorsed on the fully registered Certificates. No provision is made for the Certificates to be executed and delivered in blocks or phases as the Original Purchaser's regulations for single delivery have been satisfactorily met.

Section 2.02. Date. Each Certificate shall be dated as of the date of delivery thereof.

Section 2.03. Maturity; Interest Rates. The Certificates shall mature on October 1 in the years and be payable in sinking fund principal amounts, and interest with respect thereto shall be computed at the Interest Rate of per annum as shown below:

Maturity Date (October 1)	Total Principal	Interest Rate

Section 2.04. Interest. Interest on the Certificates shall be payable semiannually on each Interest Payment Date to and including the date of final principal payment (or provision therefor under Section 14.01 hereof) or prepayment, whichever is earlier, determined on the Original Purchaser's aggregate payments for the single Certificates from the respective date(s) thereof, as such payments and dates thereof are endorsed on the single Certificates. Such interest shall represent the portion of Installment Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date. The portion of Installment Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Installment Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate. Interest shall be calculated on the basis of a year of 365 days and actual days elapsed. Each semiannual payment of interest

shall be in the amount of one-half of the annual amount of interest due. Unless otherwise requested by the registered owner, principal installments and interest hereon are payable by the Pre-Authorized Debit (PAD) payment process.

Interest on any Certificate shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless

(i) such Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or

(ii) such Certificate is executed after the close of business on the 15th day of the month immediately preceding the following Interest Payment Date and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or

(iii) such Certificate is executed on or before the first Interest Payment Date, in which event interest shall be payable from the date of delivery thereof;

provided, however, that if at the time of execution of any Certificate, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Payment of interest with respect to any Certificate shall be made to the person appearing on the registration books of the Trust Administrator as the Owner thereof as of the 15th day of the month preceding such Interest Payment Date, such interest to be paid by wire transfer (in the electronic funds transfer manner specified by the Government if the Government is the Owner) or by check mailed by first class mail to the Owner at the Owner's address as it appears on such registration books.

So long as the Government is the Owner of the Certificates, the Trust Administrator shall make all payments with respect to the Certificates through the Preauthorized Debit (PAD) System, or any other electronic funds transfer system that may be specified by the Government from time to time.

Section 2.05. Form of Certificate; Legends. The Certificates shall be delivered in the form of fully registered Certificates, without coupons, in the Denomination Amount or any integral multiple thereof, except that one Certificate may contain any odd amount, and no Certificate may have principal maturing in more than one year. The Certificates shall be numbered in such manner as the Trust Administrator deems appropriate. At the option of the Original Purchaser of the Certificate, a single, fully-registered Certificate may be executed and delivered, in lieu of serial, registered Certificates, which single Certificate shall mature in installments of the same principal amounts and on the same dates as the registered Certificate it represents. The single Certificate shall be substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein. The Certificates may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Trust Agreement as may be necessary or desirable to comply with custom, or otherwise.

Section 2.06. Execution. The Certificate shall be executed by and in the name of the Trust Administrator, at the written direction of the Authority, by the manual signature of an authorized signatory of the Trust Administrator.

Section 2.07. Transfer and Exchange. The following shall apply to transfers and exchanges of Certificates, provided that no transfer or exchange of Certificates shall be required to be made during the 15 days prior to the date of selection of Certificates for prepayment, or of any Certificate selected for prepayment:

(a) Transfer of Certificate. Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.11 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trust Administrator, duly executed. Whenever any Certificate shall be surrendered for transfer, the Trust Administrator shall deliver a new Certificate or Certificates of the same maturity, interest rate and aggregate principal amount in authorized denominations to the transferee thereof. The Trust Administrator may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

(b) Exchange of Certificate. Certificates may be exchanged at the Principal Trust Office, for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. The Trust Administrator may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Section 2.08. Certificate Mutilated, Lost, Destroyed or Stolen. If any Certificate becomes mutilated, the Trust Administrator, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like maturity and principal amount in authorized denominations in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trust Administrator of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trust Administrator shall be canceled by it and destroyed in accordance with Section 14.07 hereof, and the Trust Administrator shall deliver a certificate of destruction to the City.

If any Certificate becomes lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trust Administrator and, if such evidence is satisfactory to the Trust Administrator and if an indemnity satisfactory to the Trust Administrator and the Authority shall be given, the Trust Administrator, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trust Administrator shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen.

The Trust Administrator may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trust Administrator in carrying out the duties under this Section.

Any Certificate delivered under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificate secured by this Trust Agreement. The Trust Administrator shall not be required to treat both the original Certificate and any substitute Certificate as being Outstanding for the purpose of determining the principal amount of Certificate which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificate Outstanding hereunder; the Trust Administrator shall consider only

the substitute Certificate as Outstanding for such purpose. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trust Administrator may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trust Administrator.

Section 2.09. Payment. Except as otherwise provided herein, payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his address as it appears on the Registration Books as of such Regular Record Date. The principal and prepayment price with respect to the Certificate at maturity or upon prior prepayment shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificate at the Principal Trust Office. If the Government is the Owner of the single, fully-registered Certificate, surrender shall not be required for payment, except for final payment.

Section 2.10. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificate. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the holding and ownership of Certificate shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or such Owner's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before such notary or officer the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of the authority of such officer or member.

(b) The fact of the holding of Certificate by any Owner and the amount, the maturity and the numbers of such Certificate and the date of his holding the same may be proved by reference to the Certificate Register maintained by the Trust Administrator provided for in Section 2.11 hereof. The Trust Administrator may conclusively assume that such ownership continues until transfer as provided in Section 2.07(a) hereof.

(c) Nothing contained in this Article II shall be construed as limiting the Trust Administrator to such proof, it being intended that the Trust Administrator may accept any other evidence of the matters herein stated which the Trust Administrator may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trust Administrator in pursuance of such request or consent.

Section 2.11. Certificate Register. The Trust Administrator will keep or cause to be kept, at the Principal Trust Office, sufficient books for the registration and transfer of the Certificates which shall be open at all reasonable times with reasonable prior notice during normal business hours of the Trust Administrator to inspection by the City and the Authority; and, upon presentation for such purpose, the Trust Administrator shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

Section 2.12. CUSIP Numbers. The Trust Administrator, the City and the Authority shall not be liable for any defect or inaccuracy in any CUSIP number that appears on any Certificate or in any prepayment notice. The Trust Administrator may, in its discretion, include in any prepayment notice a statement to the effect that any CUSIP numbers on the Certificates have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the Trust Administrator, the City nor the Authority shall be liable for any inaccuracies in such numbers.

CUSIP numbers shall not be required if the Government is the Original Purchaser of a single, fully registered Certificate.

ARTICLE III
PROJECT FUND

Section 3.01. Project Fund. The Trust Administrator shall establish the Project Fund; shall keep the Project Fund separate and apart from all other funds, accounts and moneys held by the Trust Administrator; and shall administer the Project Fund as provided herein.

There shall be deposited in the Project Fund all of the proceeds of sale of the Certificates ($9,362,000), and any other funds from time to time deposited with the Trust Administrator for deposit in the Project Fund, in each case in the installments as and when disbursed by the Original Purchaser.

Section 3.02. Payment of Project Costs.

(a) Amounts in the Project Fund shall be disbursed on the Closing Date to prepay in full the obligations of the City under the 2022 Installment Sale Agreement, and thereafter amounts remaining in the Project Fund, if any, shall be disbursed for Project Costs.

(b) The Trust Administrator shall disburse moneys in the Project Fund to pay Project Costs only upon receipt of a sequentially numbered requisition, the form of which is attached as Exhibit C, with bills, invoices or statements attached, signed by a City Representative (and, if required, by the Government as the Certificate Owner).

(c) The Trust Administrator shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Project Fund for the payment of Project Costs in accordance with this Section, but the Trust Administrator shall not be responsible for such requisitions.

Section 3.03. Payment of Delivery Costs.

(a) Amounts in the Project Fund shall also be disbursed by the Trust Administrator to pay the Delivery Costs.

(b) The Trust Administrator shall disburse moneys in the Project Fund to pay the Delivery Costs only upon a receipt of a sequentially numbered requisition, the form of which is attached as Exhibit C, with bills, invoices or statements attached, signed by a City Representative (and, if required, by the Government as the Certificate Owner).

(c) The Trust Administrator shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Project Fund for the payment of Delivery Costs in accordance with this Section, but the Trust Administrator shall not be responsible for such requisitions.

(d) Any moneys not expended to pay Delivery Costs shall be used to pay the costs of the Project.

Section 3.04. Transfers of Unexpended Proceeds. The Trust Administrator is hereby directed that all unexpended moneys remaining in the Project Fund and not identified in writing by a City Representative and by the Owner to be required for payment of Project Costs or other capital improvements (the "Unexpended Proceeds") shall, on the date of completion of the Project or as soon thereafter as the Trust Administrator is so notified, be transferred to the Installment Payment Fund and applied to the prepayment of the Certificates.

ARTICLE IV
PREPAYMENT OF CERTIFICATE

Section 4.01. Prepayment.

(a) Generally. The Certificates shall not be subject to prepayment prior to maturity, except in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

(b) Prepayment From Net Proceeds of Insurance and Condemnation and from Unexpended Proceeds. The Certificates are subject to prepayment in whole on any date and in part on any Interest Payment Date from the (i) Net Proceeds of any insurance or condemnation award and (ii) Unexpended Proceeds, which are, in either case deposited in the Installment Payment Fund and credited towards the prepayment made by the City pursuant to Section 4.03 of the Installment Sale Agreement, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium.

(c) Optional Prepayment. In addition, the Certificates are subject to prepayment in whole or in part on any date, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, from the proceeds of optional prepayments made by the City pursuant to the Installment Sale Agreement. Refunds, extra payments and loan proceeds obtained from

outside sources for the purpose of optionally prepaying the Certificates in part shall, after payment of interest, be applied to the principal amount of Certificates last to become due under this Agreement and shall not affect the obligation to pay the remaining Certificates as scheduled.

Section 4.02. Selection of Certificates for Prepayment. Whenever provision is made in this Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates are called for prepayment, the Trust Administrator shall select the Certificates to be prepaid for prepayment in any order of maturity selected by the City and by lot within a maturity. The Trust Administrator shall promptly notify the City and the Authority in writing of the Certificates so selected for prepayment. So long as the Government is the sole owner of the Certificates, prepayment shall be made in inverse order of maturity.

Section 4.03. Notice of Prepayment.

(a) General. Notice of any such prepayment shall be given by the Trust Administrator on behalf and at the expense of the City by mailing a copy of a prepayment notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for prepayment to such Owner of the Certificate or Certificates to be redeemed (or such shorter period as agreed by the Owner) at the address shown on the Certificate Register maintained by the Trust Administrator; provided, however, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of the Certificates.

(b) Contents. All notices of prepayment shall be dated and shall state:

(i) the prepayment date,

(ii) the prepayment price,

(iii) if less than all Outstanding Certificates are to be prepaid, the identification (and, in the case of partial prepayment, the respective principal amounts) of the Certificates to be prepaid,

(iv) that on the prepayment date the prepayment price will become due and payable with respect to each such Certificates or portion thereof called for prepayment, and that interest with respect thereto shall cease to accrue from and after said date,

(v) the place where such Certificates are to be surrendered for payment of the prepayment price, which place of payment shall be the Principal Corporate Trust Office.

(c) Prepayment. Notice of prepayment having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the City shall default in the payment of the prepayment price) interest with respect to such Certificates or portions of Certificates shall cease to be payable.

Upon surrender of such Certificates for prepayment in accordance with said notice, such Certificates shall be paid by the Trust Administrator at the prepayment

price. Installments of interest due on or prior to the prepayment date shall be payable as herein provided for payment of interest. Upon surrender for any partial prepayment of any Certificates, there shall be executed and delivered for the Owner a new Certificate or Certificates of the same maturity in the amount of the unprepaid principal.

All Certificates which have been prepaid shall be canceled by the Trust Administrator, shall not be reissued and shall be destroyed pursuant to Section 14.07.

(d) CUSIP. The Trust Administrator shall have no responsibility for a defect in the CUSIP number that appears on any Certificates or in the prepayment notice. The prepayment notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of Certificates Owners and that the Trust Administrator and the City shall not be liable in any way for inaccuracies in said numbers.

Section 4.04. Partial Prepayment of Certificates. Upon surrender of any Certificate prepaid in part only, the Trust Administrator shall execute and deliver to the Owner thereof, at the expense of the City, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity.

Section 4.05. Effect of Notice of Prepayment. After notice has been given and the moneys for the prepayment, including interest to the applicable Interest Payment Date and premium, if any, having been set aside in the Installment Payment Fund, the Certificates to be redeemed shall become due and payable on the Interest Payment Date, and, upon presentation and surrender thereof at the Principal Trust specified in such notice, such Certificates shall be paid at the unpaid principal amount with respect thereto, and any unpaid and accrued interest to the Interest Payment Date.

If, on the Interest Payment Date, moneys for the prepayment of all the Certificates to be prepaid, together with interest to such Interest Payment Date, shall be held by the Trust Administrator so as to be available therefor on such Interest Payment Date, and, if notice of prepayment thereof shall have been given, then, from and after such Interest Payment Date, interest with respect to the Certificates to be prepaid shall cease to accrue and become payable. If such moneys shall not be so available on the Interest Payment Date, interest with respect to such Certificate shall continue to be payable at the same rates as it would have been payable had the Certificates not been called for prepayment. All moneys held by or on behalf of the Trust Administrator for the prepayment of particular Certificate shall be held in trust for the account of the Owners of the Certificate so to be prepaid. The Trust Administrator shall not be liable for any interest earned on the amounts so held.

Section 4.06. Purchase of Certificates. In lieu of prepayment of Certificates as provided in this Article IV, amounts held by the Trust Administrator for such prepayment may also be used on any Interest Payment Date, upon receipt by the Trust Administrator at least 90 days prior to the next scheduled Interest Payment Date of the written request of a City Representative, for the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the City may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificate were prepaid; *provided, however*, that no Certificate shall be purchased in lieu of prepayment with a trade settlement date less than 75 days prior to the relevant prepayment date. The aggregate principal amount of Certificates of the same maturity purchased in lieu of

prepayment pursuant to this Section 4.06 shall not exceed the aggregate principal amount of Certificates of such maturity which would otherwise be subject to such prepayment. Remaining moneys, if any, shall be deposited in the Installment Payment Fund.

ARTICLE V
INSTALLMENT PAYMENTS; INSTALLMENT PAYMENT FUND

Section 5.01. Assignment of Rights in Installment Sale Agreement.

(a) Assignment by the Authority. The Authority, for good and valuable consideration, does hereby irrevocably assign and transfer to the Trust Administrator, for the benefit of the Owner of the Certificates, all of its rights and interest in the Installment Sale Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including, without limitation, its rights to receive and collect Installment Payments from City under the Installment Sale Agreement, its rights to the pledge of Net Revenues, the right to receive and collect any proceeds of any insurance maintained thereunder, or of any condemnation award rendered with respect to the Project and the right to exercise such rights and remedies as are conferred on the Authority by the Installment Sale Agreement as may be necessary to enforce payment of the Installment Payments when due or otherwise to protect its interests in the event of a default by the City.

(b) Acceptance by the Trust Administrator. The Trust Administrator hereby accepts such assignment in trust for the purpose of securing, equally and proportionately, such payments and rights to the Owner of the Certificates delivered pursuant to this Trust Agreement, all subject to the provisions of this Trust Agreement.

(c) Application of Installment Payments. The Installment Payments shall be applied, and the rights assigned by the Authority to the Trust Administrator shall be exercised, by the Trust Administrator as provided in this Trust Agreement for the benefit of the Owner of the Certificates.

All Installment Payments, prepayments and such other amounts which the Authority may at any time be entitled to shall be paid directly to the Trust Administrator and, if the Authority receives or collects Installment Payments, such payments shall be deemed to be held or to have been collected or received by the Authority as agent of the Trust Administrator.

Section 5.02. Establishment of Installment Payment Fund. The Trust Administrator shall establish the Installment Payment Fund. All moneys at any time deposited by the Trust Administrator in the Installment Payment Fund shall be held by the Trust Administrator in trust for the benefit of the Owners of the Certificates, and shall secure payment of the Certificates.

So long as any Certificates are Outstanding, neither the City nor the Authority shall have any beneficial right or interest in the Installment Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trust Administrator as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Installment Payment Fund all Installment Payments and prepayments received by the Trust Administrator, including any moneys received by the Trust Administrator for deposit therein pursuant to Sections 4.06, 6.04 or 6.05 hereof or Article IV of the Installment Sale Agreement, and any other moneys required to be deposited therein pursuant to the Installment Sale Agreement or pursuant to this Trust Agreement.

Section 5.04. Application of Moneys. All amounts in the Installment Payment Fund shall be used and withdrawn by the Trust Administrator solely for the purpose of paying principal and interest with respect to the Certificates as they become due and payable, in accordance with the provisions of Article II hereof.

Section 5.05. Surplus. Any surplus remaining in the Installment Payment Fund, after payment of all Certificates, and accrued interest (if any) and payment of any applicable fees, costs and expenses to the Trust Administrator, or provision for such prepayment or payment having been made to the satisfaction of the Trust Administrator, shall be withdrawn by the Trust Administrator and remitted to the City.

ARTICLE VI
RESERVE FUND

Section 6.01. Establishment of Reserve Fund. The Trust Administrator shall establish the Reserve Fund, which the Trust Administrator shall keep separate and apart from all other funds and moneys held by the Trust Administrator. All moneys at any time on deposit in the Reserve Fund shall be held by the Trust Administrator in trust for the benefit of the Owners of the Certificates, and applied solely as provided herein.

Section 6.02. Deposits. There shall be deposited into the Reserve Fund the amounts specified in Section 3.11 of the Installment Sale Agreement.

Section 6.03. Transfers in Excess of Reserve Requirement. The Trust Administrator shall, on or before each April 1 and October 1, transfer any moneys in the Reserve Fund in excess of the applicable Reserve Requirement to the Project Fund or to the Installment Payment Fund, as provided in Section 8.03 hereof.

Section 6.04. Application in Event of Deficiency in the Installment Payment Fund. If, on any Interest Payment Date, the moneys available in the Installment Payment Fund do not equal the amount of the principal, interest and prepayment premium (if any) with respect to the Certificates then coming due and payable, the Trust Administrator shall apply the moneys available in the Reserve Fund to make delinquent Installment Payments on behalf of the City and transfer the amount necessary for this purpose to the Installment Payment Fund. Upon receipt of any delinquent Installment Payment with respect to which moneys have been advanced from the Reserve Fund such Installment Payment shall be deposited in the Reserve Fund to the extent of such advance.

Section 6.05. Transfer to Make All Installment Payments. If on any Installment Payment Date, the moneys on hand in the Reserve Fund and the Installment Payment Fund are sufficient to pay all of the Outstanding Certificates, including all principal and interest, the Trust

Administrator shall, upon the written direction of a City Representative, accompanied by all amounts then on hand in the Reserve Fund, deposit such funds in the Installment Payment Fund to be applied to the payment of the Installment Payments or prepayments on behalf of the City with respect to such Certificates, and such moneys shall be distributed to the Owners of such Certificates in accordance with Article II and Article IV of this Trust Agreement.

Section 6.06. Replenishment of Reserve Fund. The City shall maintain or cause to be maintained in the Reserve Fund amounts equal to the amounts required to be deposited therein pursuant to Section 3.11 of the Installment Sale Agreement, and thereafter the amount of the applicable Reserve Requirement.

If, on any date of computation, amounts on hand in the Reserve Fund are less than such required amounts because of a transfer therefrom made in accordance with Section 6.04 hereof, the City shall pay to the Trust Administrator, within one year from the date of such deficiency if caused by a drawing from Net Revenues, an amount necessary to bring the amounts on deposit in the Reserve Fund to the amount required to be maintained therein; provided, however, that the period of time permitted herein for the replenishment of the Reserve Fund by the City shall not affect any other provision of this Trust Agreement.

ARTICLE VII
INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN

Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award. Any Net Proceeds of insurance against accident to or destruction of any structure constituting any part of the Project collected by the City in the event of any such accident or destruction shall be transferred by the City to the Trust Administrator pursuant to Section 5.07 of the Installment Sale Agreement and the Trust Administrator shall deposit such moneys in a special fund designated as the “Insurance and Condemnation Fund” to be applied and disbursed by the Trust Administrator as provided in Section 5.07(a) of the Installment Sale Agreement.

Section 7.02. Application of Net Proceeds of Eminent Domain Award. If all or any part of the Project is taken by eminent domain (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be transferred by the City to the Trust Administrator for deposit in the Insurance and Condemnation Fund pursuant to Section 5.07(b) of the Installment Sale Agreement and shall be applied and disbursed by the Trust Administrator as follows:

(a) If the City determines that such eminent domain proceedings have not materially affected the operation of the Project, or the ability of the City to meet any of its obligations under the Installment Sale Agreement, and if the City determines that such proceeds are:

(i) not needed for repair, replacement or rehabilitation of the Project, upon receipt of a written certificate from the City the Trust Administrator shall transfer such proceeds to the Installment Payment Fund to be credited towards the prepayments required to be paid pursuant to Section 10.03 of the Installment Sale Agreement and applied to the prepayment of Certificate in the manner provided in Article IV hereof, or

(ii) needed for repair or rehabilitation of the Project, upon receipt of a written certificate from the City the Trust Administrator shall pay to the City, or to its order, from said proceeds such amounts as the City may expend for such repair or rehabilitation, upon the filing with the requisitions of the City Representative, substantially in the form described in Section 3.02 in connection with the payment of Project Costs.

(b) If (i) less than all of the Project is taken in such eminent domain proceedings, and if the City determines that such eminent domain proceedings have materially affected the operation of the Project or the ability of the City to meet any of its obligations under the Installment Sale Agreement or (ii) all of the Project is taken in such eminent domain proceedings, then upon receipt of written instruction from the City the Trust Administrator shall transfer such proceeds to the Installment Payment Fund to be credited toward the prepayment required to be paid pursuant to Section 4.03 of the Installment Sale Agreement and applied to the prepayment of Certificate in the manner provided in Article IV hereof.

Section 7.03. Excess Net Proceeds. After all of the Certificates have been retired and the entire amount of principal and interest with respect to the Certificates and any remaining fees and expenses of the Trust Administrator have been paid in full, the Trust Administrator shall transfer any remaining funds to the City.

Section 7.04. Cooperation. The Authority shall cooperate with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Installment Sale Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof.

ARTICLE VIII
MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trust Administrator under this Trust Agreement, except for those held in the Project Fund and the Delivery Cost Fund, are irrevocably held in trust for the benefit of the Owner(s) of the Certificates, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either the Authority, the Trust Administrator or the City or any Owner of Certificates, or any of them until after the Certificates have been paid in full.

Section 8.02. Investments Authorized. Moneys held by the Trust Administrator hereunder shall be invested and reinvested by the Trust Administrator, to the maximum extent practicable, in Permitted Investments. Unless otherwise directed, the Trust Administrator shall invest the affected moneys in Permitted Investments described in paragraph (g) of the definition thereof.

A City Representative may, by written order filed with the Trust Administrator, direct investment of moneys held by the Trust Administrator in specific Permitted Investments. Investments purchased with moneys on deposit in the Reserve Fund shall have a term not

greater than five years. Investments, if registrable, shall be registered in the name of and held by the Trust Administrator or the Trust Administrator's nominee.

The Trust Administrator may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trust Administrator may act as principal or agent in the making or disposing of any investment.

The Trust Administrator shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Article VIII.

The Trust Administrator shall be entitled to rely conclusively upon the written instructions of a City Representative directing investments as to the fact that each investment is permitted by the laws of the State and constitutes a Permitted Investment hereunder, and the Trust Administrator shall not be required to make further investigation with respect thereto.

To the extent that any of the requirements concerning any Permitted Investment embodies a legal conclusion, the Trust Administrator shall be entitled to conclusively rely upon a certificate from the appropriate party or an opinion of counsel to such party that such requirement has been met.

Section 8.03. Allocation of Earnings. All interest or income received by the Trust Administrator on investment of the Project Fund and the Installment Payment Fund shall, as received, be retained in the respective fund.

Amounts retained in the Installment Payment Fund pursuant to this Section 8.03 shall be applied as a credit against the Installment Payment due by the City pursuant to the Installment Sale Agreement on the Installment Payment Date following the date of deposit.

All interest or income received by the Trust Administrator on investment of the Reserve Fund shall be retained in the Reserve Fund if amounts on deposit in the Reserve Fund are less than the applicable Reserve Requirement. Pursuant to Section 6.03 hereof, if amounts then on deposit in the Reserve Fund equal or exceed the Reserve Requirement, such excess shall, as received, be transferred, prior to the date of completion of the Project, to the Project Fund, and after the date of completion of the Project, shall be transferred to the Installment Payment Fund and shall be applied as a credit against the Installment Payment due by the City pursuant to the Installment Sale Agreement on the Installment Payment Date following the date of deposit.

Transfers to the Installment Payment Fund from the Reserve Fund shall be made by the Trust Administrator on or prior to each Installment Payment Date.

Section 8.04. Accounting. The Trust Administrator shall furnish to the City a semi-annual accounting of all investments, transactions and disbursements made by the Trust Administrator. The Trust Administrator may commingle, at its sole discretion, any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trust Administrator hereunder shall be accounted for separately notwithstanding such commingling by the Trust Administrator.

Section 8.05. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 8.05, the City covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Trust Agreement or the Tax Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Tax Code) .

ARTICLE IX
THE TRUST ADMINISTRATOR

Section 9.01. Appointment of Trust Administrator. The Trust Administrator is hereby appointed by the Authority and the City for the purpose of receiving all moneys required to be deposited with the Trust Administrator hereunder and to allocate, use and apply the same as provided in this Trust Agreement.

(a) **General**. The Trust Administrator is hereby authorized to pay or redeem the Certificates when duly presented for payment at maturity, or on prepayment, and to cancel all Certificates upon payment thereof. The Trust Administrator shall keep accurate records of all funds administered by it and of all Certificates paid and discharged.

(b) **Successor**. So long as no Event of Default occurs and is continuing, the City may, with the written consent of the Owners, remove the Trust Administrator initially appointed, and any successor thereto, on 30 days' written notice and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company that is a corporation organized and doing business under the laws of any state, the City or the United States of America, authorized under such laws to exercise corporate trust powers, which has (or, in the case of a corporation included in a bank holding company system, the related bank holding company has) a combined capital and surplus of at least $50,000,000, and is subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding.

If such corporation publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01 the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trust Administrator shall not be effective until written acceptance of appointment by the successor Trust Administrator.

(c) **Resignation**. The Trust Administrator may at any time resign by giving written notice to the Authority and the City and by providing notice by first class mail,

postage prepaid, to the Owners at their addresses as shown on the Certificate registration books maintained by the Trust Administrator. Said mailing shall be made prior to the proposed effective date of resignation.

Upon receiving such notice of resignation, the City, with the written consent of the Owners, shall promptly appoint a successor Trust Administrator by an instrument in writing; *provided, however*, that if the City does not appoint a successor Trust Administrator within 30 days following receipt of such notice of resignation, the Authority may appoint a successor Trust Administrator and if the Authority does not appoint such successor Trust Administrator, the resigning Trust Administrator, at the expense of the City, may petition any appropriate court having jurisdiction to appoint a successor Trust Administrator.

Any resignation or removal of the Trust Administrator and appointment of a successor Trust Administrator shall become effective upon acceptance of appointment by the successor Trust Administrator and receipt by the Trust Administrator of any fees and expenses due and payable to it.

Section 9.02. Liability of Trust Administrator. The recitals of facts, covenants and agreements herein and in the Certificates contained shall be taken as statements, covenants and agreements of the Authority and the City, and the Trust Administrator neither assumes any responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Trust Agreement or of the Certificates nor shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon the Trust Administrator.

Section 9.03. Merger or Consolidation. Any company into which the Trust Administrator may be merged or converted or with which any of them may be consolidated or any company resulting from any merger, conversion or consolidation to which any of them shall be a party or any company to which the Trust Administrator may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trust Administrator without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.04. Protection and Rights of the Trust Administrator.

(a) Good Faith. The Trust Administrator shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trust Administrator shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

(b) Ownership Claims. The Trust Administrator shall not be bound to recognize any person as an Owner of any Certificate or to take any action at such Owner's request unless such Certificate shall be deposited with the Trust Administrator

or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trust Administrator.

(c) Counsel. The Trust Administrator may consult with counsel, who may be counsel to the City, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(d) Proof. Whenever in the administration of its duties under this Trust Agreement, the Trust Administrator shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the Written Certificate of the City Representative or Authority Representative and such Written Certificate shall be full warranty to the Trust Administrator for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trust Administrator may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(e) Owner. The Trust Administrator may may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trust Administrator; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding. If a successor Trustee is appointed in accordance with Section 9.05, the successor Trustee may become the Owner of the Certificates with the same rights it would have if it were not Trustee hereunder.

(f) Powers and Liability. The Trust Administrator may execute any of the powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of its duty hereunder, and the Trust Administrator shall not be liable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trust Administrator shall not be liable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(g) Limits of Liability. The Trust Administrator undertakes to perform such duties, and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement against the Trust Administrator. No provision in this Trust Agreement shall require the Trust Administrator to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. In accepting the duties hereby enumerated, the Trust Administrator acts solely as Trust Administrator for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the City or the Authority having any claim against the Trust Administrator arising from the Trust Agreement shall look only to the funds and accounts held by the Trust Administrator hereunder for payment except as otherwise provided herein. Under no circumstances

shall the Trust Administrator be liable in its individual capacity for the obligations evidenced by the Certificates. The Trust Administrator shall not be liable in its individual capacity with respect to any action taken or omitted to be taken by the Trust Administrator in good faith in accordance with the written request of the Owners of the Certificates.

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

(i) Enforcement; Knowledge. The Trust Administrator shall not be responsible for the sufficiency or enforceability of the Installment Sale Agreement or the assignment under the Trust Agreement of its rights to receive Installment Payments. The Trust Administrator shall not be deemed to have knowledge of any Event of Default hereunder or under the Installment Sale Agreement except failure by the City to make Installment Payments unless the Trust Administrator is specifically notified in writing of such Event of Default.

(j) Released and Unclaimed Funds. The Trust Administrator shall not be accountable for the use or application by the City or any other party of any funds which the Trust Administrator has released under this Trust Agreement. Subject to applicable escheat laws, any amounts unclaimed two years after the final prepayment or maturity date of the Certificates, whichever occurs first, shall be paid by the Trust Administrator to the City, and thereafter, the Owner of any Certificates remaining unpaid shall look to the City for the payment of such Certificates.

Section 9.05. Appointment of Successor Trustee. In the event that an Event of Default shall occur or if it shall otherwise be necessary for the Trust Administrator to enforce payment of the Installment Payments, prepayments or any other amount required to be deposited into the Installment Payment Fund or the Insurance and Condemnation Fund, or to exercise any of the remedies set forth in Article XIII hereof, or if it is determined that the Trust Administrator is unable to perform any of the other duties hereunder, the City, with the written consent of the Original Purchaser as the Owner, shall appoint a Trustee to succeed to the duties and responsibilities of the Trust Administrator hereunder, such appointment to be effective immediately upon written notice thereof to the Trust Administrator. Any Trustee appointed in such circumstances shall meet the requirements of the third paragraph of Section 9.01 hereof. Upon such appointment, the term “Trust Administrator” in this Agreement shall also refer to such Trustee.

ARTICLE X
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01. Amendments Permitted.

(a) With Consent. This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of at least 60% in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03, shall have been filed with the Trust Administrator.

No such modification or amendment may:

(1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificate, or

(2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Installment Sale Agreement, or

(3) modify any of the rights or obligations of the Trust Administrator without its written assent thereto.

Any such supplemental agreement shall become effective as provided in Section 10.02.

(b) Without Consent. This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only

(1) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or

(2) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interest of the Owners of the Certificates, or

(3) if and to the extent specified in an opinion of nationally recognized bond counsel filed with the City, the Authority and the Trust Administrator, to make such additions, deletions or modifications as may be necessary to assure compliance with section 148(f) of the Tax Code or otherwise as may be

necessary to assure exclusion from gross income for purposes of federal income taxation of the interest component of Installment Payments.

Any such supplemental agreement shall become effective upon its execution and delivery by the parties hereto or thereto as the case may be.

(c) Counsel. The Trust Administrator may obtain an opinion of legal counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trust Administrator may rely conclusively on such opinion.

Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners.

(a) General. This Trust Agreement or the Installment Sale Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificates is required pursuant to Section 10.01. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by the Trust Administrator to the Owner of each Certificate at his address as set forth in the Certificate Register, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section 10.02.

(b) Effective. Such supplemental agreement shall not become effective unless there shall be filed with the Trust Administrator the written consent of the Owners of at least 60% in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03) and a notice shall have been mailed as hereinafter provided in this Section 10.02. Each such consent shall be effective only if accompanied by proof of ownership of the Certificate for which such consent is given, which proof shall be such as is permitted by Section 2.11.

Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trust Administrator within five Business Days of the date when the notice of consent hereinafter in this Section 10.02 provided for has been mailed.

Any revocation received by the Trust Administrator later than five Business Days after such notice has been mailed shall be of no force and effect.

(c) Notice. After the Owners of the required percentage of Certificates have filed their consents to such supplemental agreement, the Trust Administrator shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement at the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto).

A record, consisting of the papers required by this Section 10.02 to be filed with the Trust Administrator, shall be conclusive proof of the matters therein stated until the

contrary is proved. Such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 10.03. Disqualified Certificates. Certificates owned or held by or for the account of the City or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the City (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement.

Section 10.04. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Installment Sale Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Installment Sale Agreement, as the case may be, for any and all purposes.

The City may adopt appropriate regulations to require each Certificate Owner, before such Owner's consent provided for in this Article X shall be deemed effective, to reveal the Certificates as to which such consent is given are disqualified as provided in Section 10.03.

Section 10.05. Endorsement or Replacement of Certificate Delivered After Amendments. The City may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Trust Administrator, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his Certificate for the purpose at the Principal Corporate Trust Office, a suitable notation shall be made on such Certificate. The City may determine that new Certificates, so modified as in the opinion of the City is necessary to conform to such Certificate Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Corporate Trust Office, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06. Amendatory Endorsement of Certificate. The provisions of this Article X shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificate held by such Owner, provided that due notification thereof is made on such Certificate.

ARTICLE XI
COVENANTS

Section 11.01. Compliance With and Enforcement of Installment Sale Agreement. The City and the Authority covenant and agree with the Owners of the Certificates to perform all obligations and duties imposed on them under the Installment Sale Agreement and this Trust Agreement. The City or the Authority, immediately upon receiving or giving any notice or communication or other document in any way relating to or affecting their respective interests in the Project which may or can in any manner affect such interest, will deliver the same, or a copy thereof, to the Trust Administrator. The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Installment Sale Agreement by the Authority thereunder.

Section 11.02. Payment of Taxes. The City will, subject to any right of challenge thereof, pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Project or any part thereof, promptly as and when the same shall become due and payable; and the City will keep the Trust Administrator advised in writing of such payments. The City will not suffer the Project, or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor.

Section 11.03. Observance of Laws and Regulations. The City will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it with respect to the Wastewater System by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City with respect to the Wastewater System to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04. Prosecution and Defense of Suits. The City shall promptly, upon request of the Trust Administrator or any Certificate Owner holding at least 25% in principal amount of the Certificates from time to time, take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project, whether now existing or hereafter developing and shall, to the extent permitted by law, prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trust Administrator and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.05. Further Assurances. The Authority, the City and the Trust Administrator (at the cost and request of the City or the Authority) will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners of the Certificates the rights and benefits provided herein.

Section 11.06. Filing. The City shall be responsible for the filing of any supplemental instruments or documents of further assurance as may be required by law in order to perfect or

renew the security interests created by this Trust Agreement. Neither the Trust Administrator nor the Authority shall be responsible for such filing.

Section 11.07. Private Activity Bond Limitation. The City shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Installment Sale Agreement to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

Section 11.08. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Installment Sale Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Tax Code.

Section 11.09. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates and the Installment Sale Agreement.

Section 11.10. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Trust Administrator or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Installment Sale Agreement to be "arbitrage bonds" within the meaning of section 148 of the Tax Code.

Section 11.11. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

ARTICLE XII
LIMITATION OF LIABILITY

Section 12.01. Limited Liability of City. Except for the payment of Installment Payments and prepayments when due in accordance with the Installment Sale Agreement and the performance of the other covenants and agreements of the City contained in said Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Installment Payments to the Owners by the Trust Administrator except as expressly set forth herein.

Section 12.02. No Liability of the Authority for Trust Administrator Performance. Neither the City nor the Authority shall have any obligation or liability to the other party or to the Owners of the Certificates with respect to the performance by the Trust Administrator of any duty imposed upon the Trust Administrator under this Trust Agreement.

Section 12.03. Indemnification of Trust Administrator. The City shall to the extent permitted by law indemnify and save the Trust Administrator, its officers, employees, directors

and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of:

(a) the use, maintenance, condition or management of, or from any work or thing done on, the Project by the Authority or the City;

(b) any breach or default on the part of the Authority or the City in the performance of any of their respective obligations under the Installment Sale Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Project;

(c) any act of the Authority or the City or of any of their respective agents, contractors, servants, employees or licensees with respect to the Project;

(d) any act of any assignee of, or purchaser from the Authority or the City or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Project;

(e) the acquisition, construction, installation and equipping of the Project or the authorization of payment of Project Costs or Delivery Costs;

(f) the actions of any other party, including but not limited to the ownership, operation or use of the Project by the Authority or the City,

(g) the Trust Administrator's exercise and performance of its powers and duties hereunder, or

(h) the offering and sale of the Certificates.

No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by the Trust Administrator, its officers or employees. The City's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of the Trust Administrator.

Section 12.04. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Authority, the Trust Administrator and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Authority, the Trust Administrator and said Owners.

ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. Pursuant to the Trust Agreement, the Authority transfers, assigns and sets over to the Trust Administrator all of the Authority's rights under the Installment Sale Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04

thereof), including without limitation the Authority's rights to exercise such rights and remedies conferred on the Authority pursuant to the Installment Sale Agreement as may be necessary or convenient

(i) to enforce payment of the Installment Payments, prepayments and any other amounts required to be deposited in the Installment Payment Fund or the Insurance and Condemnation Fund, and

(ii) otherwise to exercise the Authority's rights and take any action to protect the interests of the Trust Administrator or the Certificate Owners in an Event of Default.

Section 13.02. Remedies. If an Event of Default occurs, then and in each and every such case during the continuance of such Event of Default, the Trust Administrator may exercise any and all remedies available hereunder pursuant to law or granted pursuant to the Installment Sale Agreement.

Upon the occurrence of an Event of Default, the Trust Administrator may, and shall, at the written direction of the Owners of a majority of the principal amount of Certificates then Outstanding, by written notice to the City, declare the principal of the Installment Payments to be immediately due and payable, whereupon that portion of the principal of the Installment Sale Agreement thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Trust Agreement or in the Installment Payments to the contrary notwithstanding.

Remedies shall be cumulative with respect to the Trust Administrator and the Owners. If any remedial action is discontinued or abandoned, the Trust Administrator and the Owners shall be restored to their former positions.

Section 13.03. Application of Funds. All moneys received by the Trust Administrator pursuant to any right given or action taken under the provisions of this Article XIII or of Article VII of the Installment Sale Agreement, shall be applied by the Trust Administrator in the order following upon presentation of the several Certificates and the stamping thereon of the payment if only partially paid or upon the surrender thereof if fully paid:

(a) **First**, to the payment of the costs and expenses of the Trust Administrator hereunder (including, but not limited to, the costs and expenses of itself and its counsel) and, after such payment to the Trust Administrator, of the Certificate Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel, together with interest on all such amounts advanced as provided in the Installment Sale Agreement;

(b) **Second**, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate or rates specified in the respective Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and if such moneys are insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment first of interest unpaid and owing at the time of such Event of Default, and second to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any

installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trust Administrator in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trust Administrator shall deem most effectual to enforce any of its rights or duties hereunder.

Section 13.05. Non-waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement, or in the Certificates, shall affect or impair the obligation of the City, which is absolute and unconditional subject to Section 3.06 of the Installment Sale Agreement, to pay or prepay the Installment Payments as provided in the Installment Sale Agreement, or affect or impair the right of action, which is also absolute and unconditional, of the Certificate Owners to institute suit to enforce such payment. No delay or omission of the Trust Administrator or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trust Administrator or to the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trust Administrator or the Certificate Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trust Administrator or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trust Administrator to Control Proceedings. In the event that the Trust Administrator, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trust Administrator shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Certificates Outstanding hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 13.08. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless

(a) such Owner has previously given to the Trust Administrator written notice of the occurrence of an Event of Default hereunder;

(b) the Owners of at least a majority in aggregate principal amount of all the Certificates then Outstanding make written request upon the Trust Administrator to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name;

(c) said Owners have tendered to the Trust Administrator reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; provided, however, that so long as the Government is the sole Owner, this condition shall not apply; and

(d) the Trust Administrator refuses or omits to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trust Administrator.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Installment Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

Section 13.09. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Authority, the Trust Administrator and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Authority, the Trust Administrator and the Owners.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Defeasance. The Outstanding Certificates may be paid and discharged in any one or more of the following ways:

(a) Payment. By paying or causing to be paid the principal with respect to and interest with respect to all Certificates Outstanding, as and when the same become due and payable;

(b) Deposit. By depositing with the Trust Administrator, in trust, at or before maturity, money which, together with the amounts then on deposit in the Installment Payment Fund and the Reserve Fund, is fully sufficient to pay all Certificates Outstanding, including all principal and interest;

(c) Escrow. By irrevocably depositing with the Trust Administrator or an escrow agent, cash or Defeasance Obligations in such amount as an independent certified public accountant shall determine in a written report will, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Certificates (including all principal and interest) at or before their respective maturity dates; or

(d) Security Deposit. By depositing with the Trust Administrator, security for the payment of Installment Payments as more particularly described in Section 4.05 of the Installment Sale Agreement, said security to be held by the Trust Administrator, as agent for City, and to be applied by the Trust Administrator to Installment Payments representing the obligation of the City under the Installment Sale Agreement, as described in Section 4.05 of the Installment Sale Agreement;

(e) Effect. Notwithstanding that any Certificates shall not have been surrendered for payment, all rights hereunder of the Owners of the Certificates and all obligations of the Authority, the Trust Administrator and the City under this Trust Agreement with respect to all Outstanding Certificates shall cease and terminate, except only the obligation of the Trust Administrator to pay or cause to be paid, from Installment Payments paid by or on behalf of the City from deposits pursuant to paragraphs (b) through (d) of this Section 14.01, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) through (d) of this Section 14.01, the Certificates shall continue to represent direct, undivided and fractional interests of the Owners thereof in Installment Payments under the Installment Sale Agreement.

(f) Payment Date. All monies held or deposited pursuant to subsections (b) through (d), above, shall be used to pay and prepay Certificates on the earliest possible date.

(g) Surplus Funds. Any funds held by the Trust Administrator, at the time of one of the events described above in subsections (a) through (d) above, which are not required for the payment to be made to Owners, or for payments to be made to the Trust Administrator by the City (including attorneys' fees), shall be paid over to the City.

Section 14.02. Records. The Trust Administrator shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, the Authority, and the Owners of not less than 10% in aggregate principal amount of the Certificates Outstanding, or the agent of any of them, upon reasonable prior notice and during regular business hours.

Section 14.03. Notices. All written notices to be given under this Trust Agreement shall be given by mail first class, postage prepaid, to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail, with postage fully prepaid.

If to the City or the Authority	City of St. Helena 1088 College Avenue St. Helena, California 94574 Attention: Administrative Services Director Email: mkellogg@cityofsthelena.org
If to the Trust Administrator	Administrative Services Director City of St. Helena 1088 College Avenue St. Helena, California 94574 Email: mkellogg@cityofsthelena.org

Section 14.04. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 14.05. Binding Effect; Successors. This Trust Agreement shall be binding upon and be for the benefit of the parties hereto and their respective successors and assigns. Whenever in this Trust Agreement the Authority, the City or the Trust Administrator is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Authority, the City or the Trust Administrator shall bind and be for the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.06. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 14.07. Destruction of Canceled Certificate. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trust Administrator and the delivery to the City of any Certificate, the Trust Administrator may, in lieu of such cancellation and delivery, destroy such Certificate and deliver a certificate of such destruction to the City.

Section 14.08. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.09. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give to any person other than the Authority, the City, the Trust Administrator and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the City, the Trust Administrator and the Owners of the Certificates delivered hereunder.

Section 14.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.11. Payments Due on Other than Business Day. If the date for making any payment as provided in this Trust Agreement is not a Business Day, such payment may be made on the next succeeding Business Day with the same force and effect as if done on the date provided therefore herein.

Section 14.12. Payment of Unclaimed Moneys. Notwithstanding any provisions of this Trust Agreement, any moneys held by the Trust Administrator in trust for the payment of the principal or interest due with respect to any Certificate and remaining unclaimed two years from the date of prepayment of such Certificate, or if the law shall have been changed and a City has notified the Trust Administrator of such change or the Trust Administrator notifies the City, then on the date 30 days prior to the then applicable escheat provision of State law, shall, on such date, be repaid to the City free from the trusts created by this Trust Agreement, and all liability of the Trust Administrator with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the City as aforesaid, the Trust Administrator may (at the cost and request of the City) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trust Administrator with respect to the amounts so payable and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof. The Trust Administrator shall not be liable for any interest on funds held by it. The City shall not be liable for any interest on the sums paid to it pursuant to this Section 14.11 and shall not be regarded as a Trust Administrator of such money.

Section 14.13. Separability of Invalid Provisions. If any one or more of the provisions contained in this Trust Agreement or in the Certificates is for any reason held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date and year first above written.

ADMINISTRATIVE SERVICES DIRECTOR
OF THE CITY OF ST. HELENA,
as Trust Administrator

By _____
Administrative Services Director

ST. HELENA FINANCING AUTHORITY

Attest

By _____
Secretary

By _____
Executive Director

CITY OF ST. HELENA

Attest

By _____
City Clerk

By _____
City Manager

EXHIBIT A

DEFINITIONS

"***Authority***" means the St. Helena Financing Authority.

"***Authority Representative***" means the Chairman, Vice Chairman, Executive Director, Treasurer, or any persons authorized to act on behalf of the Authority under or with respect to the Trust Agreement or the Installment Sale Agreement and identified as such to the Trust Administrator in writing.

*"**Business Day**"* means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Trust Administrator has its principal trust office are authorized or obligated by law or executive order to be closed.

"***Certificate Register***" means the registration books relating to the Certificate maintained by the Trust Administrator in accordance with Section 2.12 of the Trust Agreement.

"Certificates" means the $9,362,000 City of St. Helena Certificates of Participation (2024 Wastewater System Improvement Project), dated the Closing Date, executed and delivered pursuant to the Trust Agreement.

"City" means the City of St. Helena, California.

"City Representative" means the Mayor or Vice Mayor, the City Manager, the Administrative Services Director, the City Clerk, the City Attorney, or any other official of the City authorized by the Council to act for the City.

"***Closing Date***" means November 15, 2024, the date upon which there is a physical delivery of the Certificate in exchange for the amount representing the purchase price of all or the first advance of a portion of the purchase price of the Certificate by the Original Purchaser.

"***Council***" means the City Council as the legislative body of the City.

"***Debt Service***" means the scheduled amount of interest and sinking fund amounts payable with respect to the Certificates during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning or during such period.

"***Defeasance Obligations***" means (a) cash, or (b) non-callable Federal Securities.

"***Delivery Costs***" means all items of expense directly or indirectly payable by or reimbursable to the City or the Authority relating to the refinancing and financing of the Project from the proceeds of the Certificate, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, financing discounts, legal fees and charges, financial and other professional consultant fees, costs of rating agencies or credit ratings, fees for execution, transportation and safekeeping of the Certificates, travel expenses and charges and fees in connection with the foregoing.

"Denomination Amount" means the minimum denomination of the Certificate, which is $1,000.

"***Event of Default***" means an event of default under Section 7.01 of the Installment Sale Agreement.

*"**Fair Market Value**"* means for purposes of valuing the Permitted Investments, the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "fair market value" means the acquisitions price in a bona fide arm's length transaction (as referenced above) if

(i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code,

(ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code,

(iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or

(iv) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest if the return paid by such fund is without regard to the source of investment.

The Trust Administrator shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of a City Representative in any written directions of a City Representative.

"***Federal Securities***" means direct general obligations (including obligations issued or held in book entry form on the books of the Department of the Treasury) of the United States of America, or obligations the timely payment of principal of and interest on which are guaranteed by, the United States of America.

"***Fiscal Year***" means any period of 12 consecutive months established by the City as its fiscal year and shall initially mean the period commencing July 1 of one year and ending on June 30 of the following year.

*"**Government**"* means the United States of America, acting through the Rural Utilities Service (or successor agency, bureau or division) of the United States Department of Agriculture.

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

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

"***Installment Payment***" means any payment required to be paid by the City to the Authority pursuant to Section 3.05 of the Installment Sale Agreement.

"***Installment Payment Date***" means each Interest Payment Date.

"***Installment Payment Fund***" means the fund designated "City of St. Helena Project Installment Payment Fund" established and held by the Trust Administrator pursuant to Article V of the Trust Agreement.

"***Installment Sale Agreement***" means the Installment Sale Agreement, dated as of the date of this Trust Agreement, by and between the Authority and the City, and any duly authorized and executed amendment or supplement thereto.

"***Insurance and Condemnation Fund***" means the fund by that name established pursuant to Article VII of the Trust Agreement and held by the Trust Administrator.

"***Interest Payment Date***" means April 1 and October 1 of each year, commencing April 1, 2025.

"***Interest Rate***" means the rate of interest to be paid on the Certificates which is [2.250]% per annum.

"***Net Proceeds***" means any insurance proceeds or condemnation award paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

"***Net Revenues***" means for any period System Revenues less Operation and Maintenance Costs for such period; provided that certain adjustments in the amount of System Net Revenue deemed collected during a Fiscal Year may be made in connection with amounts deposited in the Rate Stabilization Fund as provided in Section 3.08(b) of the Installment Sale Agreement.

"***Operation and Maintenance Expenses***" means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Wastewater System, determined in accordance with Generally Accepted Accounting Principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the Wastewater System in good repair and working order, and including all administrative costs of the City that are charged directly or apportioned to the operation of the Wastewater System, such as salaries and wages of employees, overhead, taxes (if any) and insurance premiums (including payments required to be paid into any self-insurance funds), and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms of this Trust Agreement or the Installment Sale Agreement, or of any agreement or of any resolution authorizing the execution of any Parity Obligations, such as compensation, reimbursement and indemnification of the Trust Administrator and the Authority and fees and expenses of independent certified public accountants; but excluding in all cases (i) payment of Parity Obligations and Subordinate Debt, (ii) costs of capital additions,

replacements, betterments, extensions or improvements which under Generally Accepted Accounting Principles are chargeable to a capital account, and (iii) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles.

"***Original Purchaser***" means the Government as the first purchaser of the Certificates upon their delivery by the Trust Administrator on the Closing Date.

"***Outstanding,***" when used as of any particular time with respect to a Certificate, means (subject to the provisions of Section 10.03 of the Trust Agreement) all Certificates theretofore executed and delivered by the Trust Administrator under the Trust Agreement except:

(a) Certificates theretofore canceled by the Trust Administrator or surrendered to the Trust Administrator for cancellation;

(b) Certificates for the payment or prepayment of which funds or eligible securities in the necessary amount, including accrued interest thereon, shall have theretofore been deposited with the Trust Administrator (whether upon or prior to the maturity or prepayment date of such Certificate), provided that, if such Certificates are to be redeemed prior to maturity, notice of such prepayment has been given as provided in Section 4.03 of the Trust Agreement or provision satisfactory to the Trust Administrator shall have been made for the giving of such notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trust Administrator pursuant to Section 2.09 of the Trust Agreement.

"***Owner***" or "***Certificate Owner***" or "***Owner of a Certificate****,"* or any similar term, means the person or entity in whose name a Certificate is registered.

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

"Parity Obligation Payments" means the payments scheduled to be paid by the City that are secured by a pledge of Net Revenues on a parity with the Installment Payments as provided herein.

"***Parity Obligations***" means all obligations of the City authorized and executed by the City other than the Installment Payments, the Parity Obligation Payments under which are secured by a pledge of the Net Revenues on a parity with the Installment Payments entered into or issued under and in accordance with Section 3.09 of the Installment Sale Agreement. As of the date of this Agreement, given the refunding of the 2022 Installment Sale Agreement, Parity Obligations consist of the obligations of the City under (i) the 2005 Installment Purchase Agreement, (ii) the 2012 Installment Purchase Agreement, (iii) the 2023 Installment Sale Agreement, and (iv) the 2024 Installment Sale Agreement.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein, provided that the same are of appropriate maturity and acquired at Fair Market Value and provided, further, that the investments as defined in the then-current version of the City's investment policy shall control:

(a) Federal Securities;

(b) bonds, debentures or notes issued by any of the following: Banks for Cooperatives, Federal Land Banks or Federal National Mortgage Association (including participation certificate and Federal Farm Credit Banks Consolidated System Bonds);

(c) bonds or obligations of the State of California which are rated "AA" or better by S&P;

(d) interest bearing demand or time deposits (including certificates of deposit) in national banks, state banks, federal savings and loan associations or state chartered savings and loan associations, which have deposits insured by the Federal Deposit Insurance Corporation (the "FDIC"); provided, however, that the portion of such certificates of deposit in excess of the amount insured by the FDIC, if any, shall be with a provider whose short term S&P rating is "A-1+" or better;

(e) repurchase agreements with

(i) any institution with long-term debt rated in one of the two highest Rating Categories by S&P;

(ii) with any corporation or other entity that falls under the jurisdiction of the Federal Bankruptcy Code, provided that:

(A) the term of such repurchase agreement is less than one year or due on demand;

(B) the Trust Administrator has possession of the collateral;

(C) the market value of the collateral is maintained as follows:

(1) if valued daily and with a remaining maturity of (a) one year or less, at 102%; (b) five years or less, at 105%; (c) ten years or less, at 106%; (d) fifteen years or less, at 108%; and (e) thirty years or less, at 114%;

(2) if valued weekly and with a remaining maturity of (a) one year or less, at 103%; (b) five years or less, at 111%; (c) ten years or less, at 112%; (d) fifteen years or less, at 114%; and (e) thirty years or less, at 120%;

(3) if valued monthly and with a remaining maturity of (a) one year or less, at 106%; (b) five years or less, at 118%; (c) ten years or less, at 123%; (d) fifteen years or less, at 128%; and (e) thirty years or less, at 138%; and

(4) if valued quarterly and with a remaining maturity of (a) one year or less, at 107%; (b) five years or less, at 120%; (c) ten years or less, at 130%; (d) fifteen years or less, at 133%; and (e) thirty years or less, at 140%

(D) failure to maintain the requisite collateral levels will require the Trust Administrator to liquidate the collateral immediately;

(E) the repurchase securities must be obligations of, or fully guaranteed as to principal and interest by, the United States of America; and

(F) the repurchase securities are free and clear of any third-party lien or claim; or

(iii) with financial institutions insured by the FDIC or any broker-dealer with "retail customers" which falls under the jurisdiction of the Securities Investors Protection Corp. ("SIPC"), provided that

(A) the market value of the collateral is maintained as described in (ii)(C) above;

(B) the Trust Administrator has possession of the collateral;

(C) the Trust Administrator has a perfected first priority security interest in the collateral;

(D) the collateral is free and clear of any third party lien or claim and, in the case of a broker-dealer with "retail customers" which falls under the jurisdiction of SIPC, the collateral was not acquired pursuant to a repurchase agreement or a reverse repurchase agreement;

(E) the repurchase securities must be obligations of, or fully guaranteed as to principal and interest by, the United States of America; and

(F) failure to maintain the requisite collateral levels will require the Trust Administrator to liquidate the collateral immediately; and

(f) money market funds consisting of Federal Securities, which are rated in the highest Rating Category by S&P; and

(g) the Local Agency Investment Fund of the State of California.

"***Prepayment***" means any payment applied towards the prepayment of the Installment Payments, in whole or in part, pursuant to Article X of the Installment Sale Agreement.

"Principal Amount" means the aggregate principal amount with respect to the Certificates, being $9,362,000.

"***Principal Trust Office***" means the office of the Trust Administrator at the offices of the City in St. Helena, California, or at such other address designated by the Trust Administrator by written notice filed with the City and the Authority.

"***Proceeds***" when used with reference to the Certificate, means the face amount of the Certificate, plus accrued interest and premium, if any, less original issue discount, if any.

"***Project***" means the improvements to the Wastewater System described in Exhibit A to the Installment Sale Agreement.

"***Project Costs***" means the costs of the acquisition, construction, rehabilitation, equipping, improvement or financing of improvements to, or part of, the Wastewater System constituting the Project, including the payment or prepayment of the 2024 Installment Payments.

"***Project Fund***" means the fund of that name established pursuant to Article III of the Trust Agreement and held by the Trust Administrator.

"Rate Stabilization Fund" means any fund established and held by the City as a fund for the stabilization of rates and charges imposed by the City with respect to the Wastewater System, which fund is established, held and maintained in accordance with Section 3.08 of the Installment Sale Agreement.

"***Rating Category***" means, with respect to any Permitted Investment, one or more of the generic categories of rating by S&P applicable to such Permitted Investment, without regard to any refinement or gradation of such rating category by a plus or minus sign.

"***Regular Record Date***" means the close of business on the 15th day of the month preceding each Interest Payment Date, whether or not such 15th day is a Business Day.

"***Reserve Fund***" means the fund of that name established under Article VI of the Trust Agreement and held by the Trust Administrator.

"***Reserve Requirement***" has the meaning set forth in the Installment Sale Agreement.

"***S&P***" means S&P Global Ratings, or its successors.

"***State***" means the State of California.

"***Subordinate Debt***" means indebtedness or other obligations (including leases and installment sale agreements) hereafter issued or incurred and secured by a pledge of and lien on Net Revenues subordinate to the Installment Payments.

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

"***Term of the Installment Sale Agreement***" means the time during which the Installment Sale Agreement is in effect which begins on the Closing Date and ends on the payment of the final Installment Payment, unless sooner terminated pursuant to the terms of the Installment Sale Agreement.

"Treasurer" means the person who is the City's Administrative Services Director or deputy or assistant thereto as the chief financial officer of the City.

"***Trust Administrator***" means the Treasurer, or any successor thereto, acting as Trust Administrator pursuant to the Trust Agreement.

"***Trust Agreement***" means this Trust Agreement, dated as of November 15, 2024, by and among the Trust Administrator, the Authority and the City, together with any amendments or supplements thereto permitted to be made thereunder.

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

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

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

"2023 Installment Sale Agreement" means the Installment Sale Agreement, dated December 19, 2023 by and between the City and the Authority, as amended or supplemented from time to time, certain of which obligations thereunder have been assigned by the Authority to JPMorgan Chase Bank, N.A., as assignee.

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

"***Written Certificate***" of the City means a written certificate signed in the name of the City by a City Representative as contemplated by and containing the elements required by Section 1.03 of the Trust Agreement and Section 1.03 of the Installment Sale Agreement.

EXHIBIT B

FORM OF CERTIFICATE OF PARTICIPATION

No. R-1 ***$_____***

CERTIFICATES OF PARTICIPATION
(2024 Wastewater System Improvements Project)
Evidencing the Direct, Undivided Fractional Interests of the Owner Thereof in Installment Payments to be Made by the CITY OF ST. HELENA As the Purchase Price for Certain Property Pursuant to an Installment Sale Agreement with the ST. HELENA FINANCING AUTHORITY

RATE OF INTEREST:	DATED DATE:
[2.250]%	November 15, 2024

REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

PRINCIPAL AMOUNT: ***NINE MILLION THREE HUNDRED SIXTY-TWO THOUSAND DOLLARS AND NO CENTS***

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a direct, undivided fractional interest in installment payments (the "Installment Payments") payable under the Installment Sale Agreement dated as of November 15, 2024 (the "Installment Sale Agreement") by and between the ST. HELENA FINANCING AUTHORITY (the "Authority"), a joint exercise of powers authority duly organized and existing under the laws of the State of California, and the CITY OF ST. HELENA, a municipal corporation and general law city, organized and existing under the laws of the State of California (the "City"). The Installment Payments and certain other rights and interests under the Installment Sale Agreement have been assigned to the Administrative Services Director of the City, as trust administrator (the "Trust Administrator"), having an office in the location described in the Trust Agreement referred to below.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Installment Sale Agreement, on the Maturity Dates identified below, or any earlier prepayment date, the principal amounts identified below representing a direct, undivided fractional share of the portion of the Installment Payments designated as principal as follows:

Maturity Date	Bond Numbers	Total Principal	Interest Rate

and to receive on April 1, 2025, and semiannually thereafter on October 1 and April 1 of each year (each an "Interest Payment Date") until payment in full of said principal the Registered Owner's direct, undivided fractional share of the Installment Payments designated as interest coming due during the interest period immediately preceding each of the Interest Payment Dates. Interest represented hereby shall be payable at the above stated Rate of Interest from the Interest Payment Date next preceding the date of execution of this Certificate unless (a) this Certificate is authenticated after the close of business on the 15th day of the month immediately preceding an Interest Payment Date (a "Record Date") and on or before such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (b) unless this Certificate is authenticated on or before the first Interest Payment Date, in which event interest shall be payable from the Dated Date identified above. The Registered Owner's share of the portion of the Installment Payments designated as interest is the result of the multiplication of the share of the portion of the Installment Payments designated as principal as shown and endorsed on the attached Certificate of Advances of Payment from the United States of America, by the Rate of Interest per annum identified above. Principal represented hereby is payable in lawful money of the United States of America upon surrender hereof at the Office of the Trust Administrator, and interest represented hereby is payable by check or draft mailed by first class mail by the Trust Administrator on each Interest Payment Date to the Registered Owner at such Owner's address as it appears on the registration books of the Trust Administrator as of the preceding Record Date. Interest shall be calculated on the basis of a year of 365 days and actual days elapsed. Each semiannual payment of interest shall be in the amount of one-half of the annual amount of interest due. Unless otherwise requested by the registered owner, principal installments and interest hereon are payable by the Pre-Authorized Debit (PAD) payment process.

This single Certificate is issued in lieu of and represents the Certificates above-mentioned, all of like date, tenor and effect, but differing in amounts and maturities.

This Certificate is executed and delivered by the Trust Administrator pursuant to the terms of a Trust Agreement by and among the Trust Administrator, the Authority and the City, dated as of November 15, 2024 (the "Trust Agreement"). The City has certified that it is authorized to enter into the Installment Sale Agreement and the Trust Agreement under the laws of the State of California, for the purpose of paying and reimbursing the payment of the costs of certain public capital improvements. Reference is hereby made to the Installment Sale Agreement and the Trust Agreement (copies of which are on file at the Office of the Trust Administrator) for a description of the terms on which the Certificates are delivered, the rights thereunder of the owners of the Certificates, the rights, duties and immunities of the Trust Administrator and the rights and obligations of the City under the Installment Sale Agreement, to all of the provisions of the Installment Sale Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The City is obligated under the Installment Sale Agreement to pay the Installment Payments from Net Revenues (as such term is defined in the Trust Agreement). The obligation of the City to pay the Installment Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Installment Payments does not

constitute a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificate is subject to prepayment in whole on any date and in part on any Interest Payment Date from the (i) Net Proceeds of any insurance or condemnation award and (ii) Unexpended Proceeds, which are, in either case deposited in the Installment Payment Fund and credited towards the prepayment made by the City pursuant to the Installment Sale Agreement, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium.

The Certificate is subject to prepayment in whole or in part on any date, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, from the proceeds of optional prepayments made by the City pursuant to the Installment Sale Agreement. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the City. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the City debt shall, after payment of interest, be applied to the installments last to become due under this Certificate and shall not affect the obligation of the City to pay the remaining installments as scheduled in the security instruments.

As provided in the Trust Agreement, notice of prepayment shall be mailed by the Trust Administrator by first class mail, postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the Registered Owner of the Certificate, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided herefor as specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

This Certificate is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Office of the Trust Administrator, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of authorized denomination or denominations, representing the same aggregate principal amount and representing the same rate of interest and maturity date, will be delivered to the transferee in exchange herefor. The City, the Authority and the Trust Administrator may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the City, the Authority and the Trust Administrator shall not be affected by any notice to the contrary.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances; provided that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

The Trust Administrator has no obligation or liability to the registered owners of the Certificates to make payments of principal, or interest with respect to the Certificates except from amounts on deposit for such purposes with the Trust Administrator. The Trust Administrator’s sole obligations are to administer for the benefit of the registered owners of the

Certificates the various funds and accounts established under the Trust Agreement and to perform the other duties expressly imposed upon it under the Trust Agreement.

The City has certified, recited and declared that all things, conditions and acts required by the laws of the State of California, the Installment Sale Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

This Certificate is given as evidence of a loan to the City made by the United States of America, acting through Rural Utilities Service, United States Department of Agriculture, pursuant to the Consolidated Farm and Rural Development Act, and shall be subject to the present regulations of the Rural Utilities Service or any successor agency thereto and to its future regulations not inconsistent with the express provisions hereof.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by the Trust Administrator, acting pursuant to the Trust Agreement.

Executed as of the Dated Date first written above.

ADMINISTRATIVE SERVICES DIRECTOR OF THE CITY OF ST. HELENA, *as TRUST ADMINISTRATOR*

By: _____
Mandy Kellogg
Administrative Services Director

FORM OF ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____
_____
_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) _____ _____ attorney, to transfer the same on the registration books of the Trust Administrator with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
Note: Signature(s) must be guaranteed by an eligible guarantor.

_____
Note: The signature(s) on this Assignment must correspond with the name (s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Certificate of Advances of Payment from United States of America, acting through Rural Utilities Service, United States Department of Agriculture

The following advances have been paid to and received by the City in the amount and on the date(s) set forth below, as evidenced by the Trust Administrator's signature set forth below, as evidenced by said Trust Administrator's signature set forth opposite "Date of Advance" and "Amount of Advance."

Date of Advance	Amount of Advance	Signature of The Trust Administrator
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

Total principal sum of the within Certificate advanced as of _____, 20__ is $_____.

Record of Prepayment in Advance of Maturity of Certificates Represented by this Certificate

The Record of prepayment in advance of maturity on the registered Certificate shall be substantially as follows:

Amount	Date
_____	_____
_____	_____
_____	_____

EXHIBIT C

$_____
CERTIFICATES OF PARTICIPATION
(2024 Wastewater System Improvements Project)
Evidencing the Direct, Undivided Fractional Interests of the Owner
Thereof in Installment Payments to be Made by the
CITY OF ST. HELENA
As the Purchase Price for Certain Property Pursuant
to an Installment Sale Agreement with the
ST. HELENA FINANCING AUTHORITY

WRITTEN REQUISITION NO. __ FOR DISBURSEMENT FROM PROJECT FUND

The undersigned hereby states and certifies that:

1. the undersigned is the duly appointed, qualified and acting _____of the City of St. Helena, a municipal corporation organized and existing under the laws of the State of California (the "City"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

2. the undersigned is a duly designated "City Representative", as such term is defined in that certain Trust Agreement, dated as of November 15, 2024 (the "Trust Agreement"), by and among the Administrative Services Director of the City of St. Helena, as trust administrator (the "Trust Administrator"), St. Helena Financing Authority (the "Authority") and the City;

3. Under Section 3.02 or Section 3.03 of the Trust Agreement, the Trust Administrator is hereby requested to disburse this date, from the Project Fund established under the Trust Agreement, to the payees set forth on Attachment I attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment of Project Costs or Delivery Costs, as applicable.

4. The amounts to be disbursed constitute Project Costs or Delivery Costs, as applicable; those amounts are required to be disbursed pursuant to a contract entered into therefor by or on behalf of the Authority or the City, or were necessarily and reasonably incurred; and said amounts are not being paid in advance of the time, if any, fixed for payment.

5. No amount set forth in this requisition was included in any requisition requesting disbursement previously filed with the Trust Administrator pursuant to Section 3.02 or Section 3.03 of the Trust Agreement.

6. Insofar as this requisition relates to payment for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered to the appropriate site for such purpose, or delivered for storage or fabrication at a place approved by the City.

7. If this requisition relates to payment to a contractor, no liens have been imposed on the Project as a result of said construction except liens that have not yet ripened or that would attach by operation of law.

8. any capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Trust Agreement.

Dated: _____, 20__

CITY OF ST. HELENA

By:
_____
Name: _____
Title: _____

ATTACHMENT I

Payee Name and Address	Purpose of Obligation	Amount

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, October 8, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at https://sthelena.civicweb.net/Portal/ or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers

Absent:

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

Xinia Gamero, Planning Technician, served as clerk in the absence of City Clerk Tzafopoulos. She provided information that item 13.2 would be addressed following item 9.1 under Staff Briefing. Additionally, item 13.1 is scheduled at a time certain of 7:00 p.m.

5. APPROVAL OF MINUTES

5.1 Consideration and proposed approval of Regular Meeting Minutes of September 24, 2024.

Vice Mayor Eric Hall moved to approve the Regular Meeting Minutes of September 24, 2024. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

6. PUBLIC FORUM:

No public comment was received.

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

Project Manager, Andrew Bradley reported on upcoming events in the City.

City Manager, Ethan Walsh noted there was no reportable action from the special Closed Session City Council meeting of October 8.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

9. STAFF BRIEFING

9.1 Presentation of SMART water meter operation in preparation for project implementation by Joseph Leach, Public Works Director and Lesley Milton, Asst. Public Works Director

Assistant Public Works Director, Lesley Milton made presentation on the SMART water meter operation.

10. CONSENT ITEMS

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

10.1 Consideration and acceptance of a Public Utility Easement Deed between the City of St. Helena and 1804 Main LLC.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends City Council approve the attached Resolution and accept the Public Utility Easement Deed between 1804 Main LLC and the City of St. Helena.

10.2 Second reading to adopt ordinance amending Section 15.36.050(A)(3) of the St. Helena Municipal Code to allow for certain traffic calming measures, including speed cushions under the approval of the Fire Chief.

CEQA Determination: Not a CEQA project
Prepared By: Jose Calderon, Engineering Technician II
Recommendation:
City Council waive the second reading of the Ordinance to amend section 15.36.050(A)(3) of the St. Helena Municipal Code and adopt.

10.3 This item was pulled.

~~Consideration and Proposed Approval of (1) A Resolution Establishing a Water Filtration Device Rebate Program and (2) Appropriating Use of Water Enterprise Fund Balance of $50,000.~~

10.4 This item was pulled.

~~Consideration and adoption of a Resolution (1) acknowledging the establishment of Capital Improvement Program Project W25-03 and budget of $282,000 as adopted by Council at the 9/24/24 meeting to develop a water management plan; 2) Authorizing the City Manager to execute a Professional Services Agreement with Luhdorff & Scalmanini (L&S) for the Assessment of Water Supply Strategies for an amount of $45,500, along with a 9.67% contingency, for a total not-to-exceed amount of $49,901; and (3) Authorizing the City Manager to execute a Professional Services Agreement with West Yost for the development of a Water Management Plan for an amount of $211,628, along with a 9.67% contingency, for a total not-to-exceed amount of $232,099.~~

Council Member Anna Chouteau moved to approve items 10.1 and 10.2 on consent. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

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

10.3 Consideration and Proposed Approval of (1) A Resolution Establishing a Water Filtration Device Rebate Program and (2) Appropriating Use of Water Enterprise Fund Balance of $50,000.

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Adopt attached Resolution.

Public Works Director, Joe Leach reported on the item.

No public comment was received.

Vice Mayor Eric Hall moved to approve item 10.3. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

10.4 Consideration and adoption of a Resolution (1) acknowledging the establishment of Capital Improvement Program Project W25-03 and budget of $282,000 as adopted by Council at the 9/24/24 meeting to develop a water management plan; 2) Authorizing the City Manager to execute a Professional Services Agreement with Luhdorff & Scalmanini (L&S) for the Assessment of Water Supply Strategies for an amount of $45,500, along with a 9.67% contingency, for a total not-to-exceed amount of $49,901; and (3) Authorizing the City Manager to execute a Professional Services Agreement with West Yost for the development of a Water Management Plan for an amount of $211,628, along with a 9.67% contingency, for a total not-to-exceed amount of $232,099.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends City Council approve the attached resolution.

Director Leach reported on the item.

Public comment was received by Lester Hardy.

Council Member Anna Chouteau moved to approve item 10.4. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

Council took a brief 10 minute recess at 7:50 p.m. and reconvened at 8:00 p.m.

11. PUBLIC HEARINGS

11.1 Review of the City's Affordable Housing In-Lieu Fees and Nonresidential/Commercial Linkage Fee Options and provide guidance to staff regarding the appropriate fees.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Receive direction from City Council on the recommended Affordable Housing Impact fees and Commercial Linkage fees to be adopted via Resolution on October 22, 2024.

Presentation was made on the City's Affordable Housing In-Lieu fees and Nonresidential/Commercial Linkage Fee options by Carlos Villareal and James Edison from Willdan.

Public Comment was received from Terrance McGrath.

Council Member Anna Chouteau moved to provide direction to approve staff's recommendation to move forward with the maximum feasible fees for hotel and commercial properties and 10% of maximum justified for other land uses. The motion was seconded by Mayor Paul Dohring and on roll call carried by the following vote:

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

The adoption of the fees will be brought back to City Council at a subsequent meeting.

Council Member Anna Chouteau moved to approve that hearing be continued to October 22.The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

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

11.2 Discussion of and Direction on the Potential Activities and Projects for Inclusion

in the 2024 Community Development Block Grant (CDBG) Applications.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Provide direction on the activities and projects to be considered for funding under the 2024 Community Development Block Grant program.

Senior Management Analyst, Martin Beltran reported on the item.

Public Comment was received by Hector Marroquin.

Council was in favor of the two identified potential projects recommended by staff and approved the final project list be brought back to City Council for approval.

Mayor Dohring called for a motion to extend meeting to 9:30 p.m. Council Member Anna Chouteau moved to continue the meeting until 9:30 p.m. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

12. OLD BUSINESS

13. NEW BUSINESS

13.1 Discussion Regarding Existing and Potential Shared Services with Napa County Agencies, and Presentation from Center for Public Safety Management (CPSM) of the Analysis of Fire and Emergency Medical Services (EMS).

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

Item was heard at a time certain of 7:00 p.m.

Administrative Services Director, Mandy Kellogg made presentation along with Mike Iacona from CPSM and City Manager Comelo.

Public comment was received by Chris Warner.

The Council received the presentation. No further action was requested by staff, and the presentation was filed.

13.2 Staff briefing regarding the process to rezone the Noble House Housing site.

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

Community Services Director, Maya DeRosa made presentation on the item.

Public comment was received by Lou Levine and Hector Marroquin

The Council discussed the item and recommended that staff await the proponent's decision to submit an application. Upon receipt of the application, staff will work expeditiously with the applicant to provide the community and Council with relevant information and analysis, allowing for Council to make an informed decision.

14. CITY COUNCIL REPORTS:

Mayor Dohring reported on the ATSC meeting.

14.1 A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

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

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

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

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:23 p.m.

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED: **ATTEST:**

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

PROCLAMATION

National Friends of Libraries Week

October 20 to 26, 2024

WHEREAS, *Friends & Foundation, St. Helena Public Library* is an independent charity that fundraises and advocates to benefit our treasured municipal library; and

WHEREAS, the work of *Friends & Foundation* facilitates the local, long-standing tradition of loyal private support that ensures enrichment at our thriving library; and

WHEREAS, the Board members and staff of *Friends & Foundation* listen closely to ensure that grants support the library's goals and needs as defined by professional Librarians and the advisory Library Board: in recent years, grants enabled purchase of a wide variety of print and electronic materials, well-used digital services and subscriptions, public programs and children's activities from the serious to the whimsical, and paid for staff time that allows for open hours into the evening six days a week; and

WHEREAS, *Friends & Foundation* reminds us that our library offers entertaining, thought-provoking, educational, and growth-sustaining materials and services all year long, to all ages; and

NOW, THEREFORE LET IT BE RESOLVED, that I, Paul Dohring, Mayor of the City of St. Helena, along with the St. Helena City Council, proclaim October 20 to 26, 2024 as *Friends of Libraries Week* in St. Helena, and urge all residents and library patrons to keep *Friends & Foundation* busy so they may continue to make our library and community strong.

Dated: October 22, 2024

_____

Paul Jamison Dohring, Mayor

City of St. Helena

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	October 22, 2024
FROM:	Martin Beltran, Senior Management Analyst
SUBJECT:	Quarterly Grant Report for FY 2023-24 Q4 for the reporting period ending June 30, 2024 and FY 2024-25 Q1 for the reporting period ending September 30, 2024.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To provide an update on grant activity for FY 2023-24 Q4 for the reporting period ending June 30, 2024 and FY 2024-25 Q1 for the reporting period ending September 30, 2024
FINANCIAL IMPACT:	None.

BACKGROUND:

This report covers grant activity for the 4th Quarter of Fiscal Year (FY) 2023-24 and 1st Quarter of the FY 2024-25.

DISCUSSION:

New Awarded Grant Applications in FY 2024 4th Quarter

The City of St. Helena did not receive any new grant awards during FY 2023-24 4th Quarter and FY 2024-25 1st Quarter.

Applications Pending

The City currently has four (4) applications pending.

Agency	Project	Amount
CalOES - HMGP: Emergency Backup Power	City Hall and Police Department Emergency Backup Power	$452,791
CalOES	FY 2024 State and Local Cybersecurity Grant Program (SLCGP)	$227,990
CDBG - Rental Subsistence Program	Rental assistance for low- to moderate-income households	$500,000

Agency	Project	Amount
EPA - Vocational Vehicles Sub-Program	St. Helena Clean Fleet Initiative: Zero-Emission Trucks for a Sustainable Future	$780,000

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

CalOES: State and Local Cybersecurity Grant Program (SLCGP) - An award of SLCGP funding will enable St. Helena to implement cybersecurity solutions that provide data protection, backup, and disaster recovery to enhance the City's resilience to cyberattacks. Implementation of data management software will ensure automatic backups, capturing data and transferring it to a secure hardened object storage appliance. The appliance will provide immutability with a scalable, secure on-premises ransomware-proof data backup. It also yields seamless on-premises-to-cloud data copy in Veeam Cloud Connect format, providing protected long-term data retention and enhancing the City's ability to recover from cyberattacks.

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

EPA: Vocational Vehicles Sub-Program - St. Helena's Zero-Emission Vehicle Initiative transitions to a sustainable fleet to enhance air quality and community health in Napa County. Funding would be used to replace three diesel heavy-duty trucks with zero-emission alternatives.

Active Grants

The active grants are grant awards with signed agreements. The chart in **Attachment 1** identifies the grant award, required match, and percent expended. Staff is currently managing approximately $5.8 million in active grant funds.

Non-Profit Grant Funding

FY 2023/24

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

recommendations were presented to City Council at the budget workshop meeting on May 23, 2023.

A total of 19 non-profit grant applications were approved for the FY 2023/24 grant period for a total of $140,000. The chart in **Attachment 2** identifies the grant type, grantee, project description, award amount, and percent expended as of September 30, 2024.

FY 2024/25

The FY 2024/25 grant application period closed on February 23, 2024. The City received 25 applications with a total of $292,339 in funding requests. The City Council working group, consisting of Mayor Dohring and Vice Mayor Hall, met to review applications with City staff to make recommendations for FY 2024-25 non-profit funding. The City received a large response to the program with cumulative funding requests exceeding the program budget by $172,339. Funding recommendations were presented to City Council on May 14, 2024.

A total of 19 non-profit grant applications were approved for the FY 2024/25 grant period for a total of $120,000. The chart in **Attachment 3** identifies the grant type, grantee, project description, and award amount.

The City also previously approved three-year Non-Profit Funding Agreements for the Boys & Girls Club, Rianda House, and Up Valley Family Centers in the amount of $30,000 for each organization for a total of $90,000 annually. Those funding agreements expire on June 30, 2025, and funding levels will be reevaluated during the FY 2025-26 and FY 2026-27 Biennial Budget process.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability

DOCUMENTS ATTACHMENTS:

Attachment 1: Grant Activity 4th Qtr FY24 and 1st Qtr FY 2025
Attachment 2: FY 2023-24 Non-Profit Grant Activity 4th Quarter
Attachment 3: FY 2024-25 Non-Profit Grant Awards

Active Grants

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Bulletproof Vest Partnership	Purchase of 4 Bulletproof Vests	$2,956		98.0%	2 new bulletproof vests have been purchased for new hires.
California Department of Forestry and Fire Protection - Volunteer Fire Capacity (VFC) Program	Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.	$17,555	-	87.0%	Grant agreement authorized during 11/14/2023 City Council meeting. Procurement of hose and radios for new Engine 17 using grant funds.
CalOES - HMGP Defensible Space/Fuel Management	Phase I - Defensible Space and Hazardous Fuels Reduction	$122,250	-	65.0%	Staff and Consultant completed the tasks outlined in Phase I. The deliverables were submitted to FEMA on 6/16/23 for review and approval. Awaiting authorization to proceed to Phase II of the project.
CalOES - HMGP: Emergency Backup Power	City Corporation Yard and Crinella Pump Station	$302,931	$100,977	46.2%	After an approved budget amendment the revised project cost is $403,908 and City's 25% non-Federal share is $100,977. Generator equipment has been ordered for both locations.
CalOES - HMGP: Wastewater Treatment Plant Backup Power	Wastewater Treatment Plant Emergency Backup Power	$1,361,326	$454,064	43.3%	The City submitted a 2nd budget amendment request for additional funding. The 2nd amendment was approved by CalOES and sent to FEMA for approval. The revised project cost is $1,815,390 and City's 25% non-Federal share is $454,064.
CDBG-CV2 & 3 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	$0	-	0.0%	An amendment was approved to reallocate funds from the Child Care Scholarship Program to the Utility Assistance Program.
CDBG-CV2 & 3 - Utility Assistance Program	Provide utility assistance to St. Helena Residents.	$271,053	-	55.0%	HCD approved a Revision to extend the assistance to up to six months and increase the maximum dollar amount to $3,000 per eligible household. Staff submitted a time only extension to extend the grant deadline until March 30, 2025.
CDBG - Economic Development	Business Assistance Program	$500,000	-	70.0%	Two business loans have been awarded.A new loan application was received in June 2024. Staff and Consultant had multiple communications with potential borrower regarding use of funds, projections, and program requirements.

Active Grants

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CDBG - Housing Competitve (2022)	Housing Rehabilitation Program - Single Family Residential	$500,000	-	0.0%	Owner-Occupied Rehabilitation (OOR) Program to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local building codes and for correction of all health and safety deficiencies.
CDBG - Public Services	Community Wellness and Mental Health Program	$498,281	-	10.8%	Initial outreach efforts began. On July 1, 2024, Aldea received the first referral for the CDBG program.
CDBG - Sewer Lateral Replacement Project	Sewer Lateral Replacement Project associated with Downtown Streetscape	$500,000	$ -	5.0%	Project preparations including scope, plans and specifications continue to progress. Properties/businesses interested in participating in the sewer lateral replacement program were asked to notify staff at their earliest convenience as we begin to finalize participants in the project.
Department of California Highway Patrol - CTFGP Grant	Cannabis Tax Fund Grant Program (GTFGP)	$146,419	-	80.3%	Purchased Ford Mustang Mach E, vehicle was outfitted, and sent officer to trainings and conducted directed DUI Enforcement with the grant.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, and Supplies)	$140,000	-	91.7%	
HCD - HOME Investment Partnership Program: Program	Funding to continue the Owner-Occupied Rehabilitation Program.	$500,000	-	8.5%	Housing Authority is working with applicants for project approval.
State of CA - Department of Alcoholic Beverage Control	Minor Decoy, Shoulder Tap, and IMPACT Program.	$20,000	-	0.0%	
State of CA - Department of Justice	Funding for School Resource Officer.	$454,788	-	50%	Entering final year of funding for School Resource Officer.
State of CA - Department of Parks and Recreation	Funding to Replace Crane Park Playground Equipment.	$177,952	-	0.0%	Deadline to utilize funds has been extended to 2028. After review of RFP's and feedback received from playground professionals, staff is working internally and in collaboration with State granting office to potentially modify project scope to maximize the use of funds and provide highest positive impact to park facilities.

Active Grants

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	$120,000	-	95.8%	The initial proposal was to build waste and recycling enclosures on Money way to help with consolidation. After investigation and costing, the grant was not sufficient to cover the cost of the project. Staff requested modification to the grant to replace all existing waste cans in all public parks and to add a paired recycling can and at some locations a composting can as well. The cans were purchased and delivered in Sept 2024.
US Department of Justice	FY 2023 Body-worn Camera Policy and Implementation Program to Support Law Enforcement Agencies	$34,000	$ -	48.4%	New equipment purchased from Motorola. 1st year of contract paid for. There is enough funds to pay for an additional two years.
US Department of Justice	Fiscal Year 2023 COPS Hiring Program (CHP)	$125,000	$ -	33.1%	Hired Officer Adriana Avalos. Avalos attended the academy and is now in training. The funds are being used to pay for the academy and her salary.

FY 2023/24 Non-Profit Grant Funding

Grantee	Project Description	Award Amount	Amount Expensed	Percent Expended
Cafeteria Kids Theater	Summer Drama in St. Helena	$1,000	$1,000	100%
Festival Napa Valley	How I see Music Education Program	$8,000	$8,000	100%
Friends of the Cameo	Faces of St. Helena	$8,500	$7,112	84%
Music in the Vineyards	MITV Connects	$3,000	$3,000	100%
Napa Valley College DAS Foundation	Viva Mariachi! St. Helena	$5,000	$5,000	100%
Nimbus Arts	Dia de los Muertos Community Celebration, free Teen Tuesday art program, Harvest Festival and St. Helena Holiday Event	$20,000	$20,000	100%
Rianda House	Visit Me Today	$7,500	$7,500	100%
St. Helena Cemetery Association	St. Helena Cemetery Chinese Monument Project	$10,000	$10,000	100%
St. Helena Community Band	St. Helena Community Band Yearly Performances	$10,000	$10,000	100%
St. Helena Community Garden	St. Helena Community Garden Supplies	$2,500	$1,981	79%
St. Helena Cooperative Nursery School	St. Helena Cooperative Nursery School	$7,000	$7,000	100%
St. Helena Farmers Market	Market Match Program	$9,000	$9,000	100%
St. Helena Historical Society	Educational Lecture Series and Cemetery Tour	$10,000	$9,888	99%
St. Helena Little League	SHLL Uniforms & Equipment	$5,000	$5,000	100%
St. Helena Preschool for All	St. Helena Preschool for All Scholarships	$12,000	$12,000	100%
Sustainable St. Helena	St. Helena Redwood Forest	$5,000	$5,000	100%
The White Barn	Napa Valley Puppet Festival	$3,000	$3,000	100%
Upstage Napa Valley	3rd Annual Upstate NV Playwright Festival (Playfest 2023)	$6,000	$6,000	100%
Upvalley Family Centers of Napa County	Ninos Activos / Active Kids | Bilingual Playgroups	$7,500	$7,500	100%
Totals		**$140,000**	**$137,981**	**98.6%**

FY 2024/25 Non-Profit Grant Funding

Grantee	Project Description	Award Amount	Amount Expensed	Percent Expended
Friends of the Cameo dba Cameo Cinema Foundation	Opening Night at Fork2Film Festival 2025	$5,000	-	0%
Napa Green	DEI Workshop Series: Giving, Receiving & Integrating Feedback	$5,000	-	0%
Napa Valley College	2nd Annual Viva Mariachi at St. Helena Festival	$5,000	-	0%
Napa Valley Festival Association, dba Festival Napa Valley	How I See Music	$5,000	-	0%
Napa Valley Museum	Napa Valley Museum of Art & Cultrue (the MAC) in St. Helena	$12,500	-	0%
Nimbus Arts	Nimbus Arts: Art All Year for St. Helena	$10,000	-	0%
Saint Helena Community Band	St Helena Community Band - Performances	$8,000	-	0%
Saint Helena Hospital Foundation	Women's Mobile Health Healthcare Initiative	$10,000	-	0%
St. Helena Community Garden	St. Helena Community Garden Update	$2,500	-	0%
St. Helena Cooperative Nursery School	St. Helena Cooperative Nursery School Grant 2024	$7,000	-	0%
St. Helena Little League	St. Helena Little League Uniforms & Equipment	$2,500	-	0%
St. Helena Historical Society	Visions of St. Helena	$5,500	-	0%
St. Helena Preschool For All	St. Helena Preschool For All Scholarships	$10,000	-	0%
St. Vincent de Paul (SVdP) Ministry of the St. Helena Catholic Church (SHCC)	Financial Assistance for Individuals and Families in the City of St. Helena, not limited to SHCC members.	$5,000	-	0%

FY 2024/25 Non-Profit Grant Funding

Grantee	Project Description	Award Amount	Amount Expensed	Percent Expended
Sustainable St. Helena - An Environmental Alliance	Napa Valley Community Forest	$5,000	-	0%
The Saint Helena Forum for Innovation and Creativity	Ongoing Free Virtual Humanities Based Cultural Presentations	$5,000	-	0%
Upstage Napa Valley	4th Annual Playwright Festival	$5,000	-	0%
UpValley Family Centers	Ninos Activos/Active Kids	$7,500	-	0%
We Care Animal Rescue	Pet Wellness Clinics for Low-Income Residents	$4,500	-	0%
Totals		**$120,000**	$0	**0.0%**

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 22, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	Water Supply and Forecasting - September 2024
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	***None.***

BACKGROUND:

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

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

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for September 2024. The water produced for September 2024 is down by -14% when compared to September 2023 and is down by -37% compared to the average of September 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	September 2023 (Acre-Feet)	September 2024 (Acre-Feet)
Bell Canyon	88	38.33	25.86
Stonebridge Wells	44	50.94	42.29
Napa Water	61	49.75	51.61
Total	**193**	**139.02**	**119.76**

- Percent change from September 2023: -14%
- Percent change from average of September 2018 - 2020: -37%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2026 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of October 1, 2024, Bell Canyon Reservoir elevation was at 415.63 feet representing approximately 1,912.28 acre feet (AF) and 80.22% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on October 1st in 2022, 2023, and 2024.

Year	2022	2023	2024
Bell Canyon Elevation Level	410.88 Ft.	417.75 Ft.	415.63 Ft.
Acre Feet	1,589 AF	2,066.04 AF	1,912.28 AF
Percent Capacity	66.67%	86.67%	80.22%

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

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at the time did not affect St. Helena as the City has multiple robust water sources not

affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

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

City of Napa Water Supply
Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of September 2024, Rutherford Pump Station was producing an average of 0.56 MG/day for a total of 51.61 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

MWR September 1-30 2024
Attachment 2 - Bell Canyon Water Storage Forecast
Attachment 3 - Bell Canyon Reservoir Storage Phase I II

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC __X__ PC__X__ FILE _____
RECEIVED: _____ BY: __

September 1-30, 2024

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	25.86	42.29	0.86	51.61	-0.44
AMOUNT PRODUCED in MG	8.42	13.78	0.28	16.81	-0.14
PERCENT	**21.7%**	**35.4%**		**43.3%**	-0.4%

WATER PRODUCED ~~DELIVERY~~ (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	39.01 **MG**	45.28 **MG**
MAXIMUM DAILY PRODUCED	n/a **MG**	n/a **MG**
MINIMUM DAILY PRODUCED	n/a **MG**	n/a **MG**
AVERAGE DAILY PRODUCED	1.30 **MG**	1.50 **MG**

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	122.57 **AF**	31.7%	123.12 **AF**	28.5%
	39.93 **MG**		40.10 **MG**	
NAPA WATER	156.22 **AF**	40.4%	153.60 **AF**	35.6%
	50.89 **MG**		50.03 **MG**	
STONEBRIDGE POTABLE WELLS	107.87 **AF**	27.9%	154.55 **AF**	35.8%
	35.14 **MG**		50.34 **MG**	
TOTAL WATER PRODUCED ~~DELIVERY~~ (ALL)	**386.66 AF**	**100.0%**	**431.27 AF**	**100.0%**

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.20 **MG/Sep. 1 -30**	0.15 **MG/Sep. 1-30**
NAPA VALLEY COLLEGE	0.08 **MG/Sep. 1 -30**	0.04 **MG/Sep. 1-30**

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	415.63 **FT.**	417.75 **FT.**
MONTHLY RISE OR DROP	-1.57 **FT.**	-0.80 **FT.**
CAPACITY AT END OF PERIOD	1912.28 **AF**	2066.04 **AF**
PERCENT OF FULL CAPACITY	80.2 **%**	86.7 **%**
RAINFALL IN THIS PERIOD	0.00 **IN**	0.08 **IN**
TOTAL RAINFALL SEASON TO DATE	0.1 **IN**	0.08 **IN**

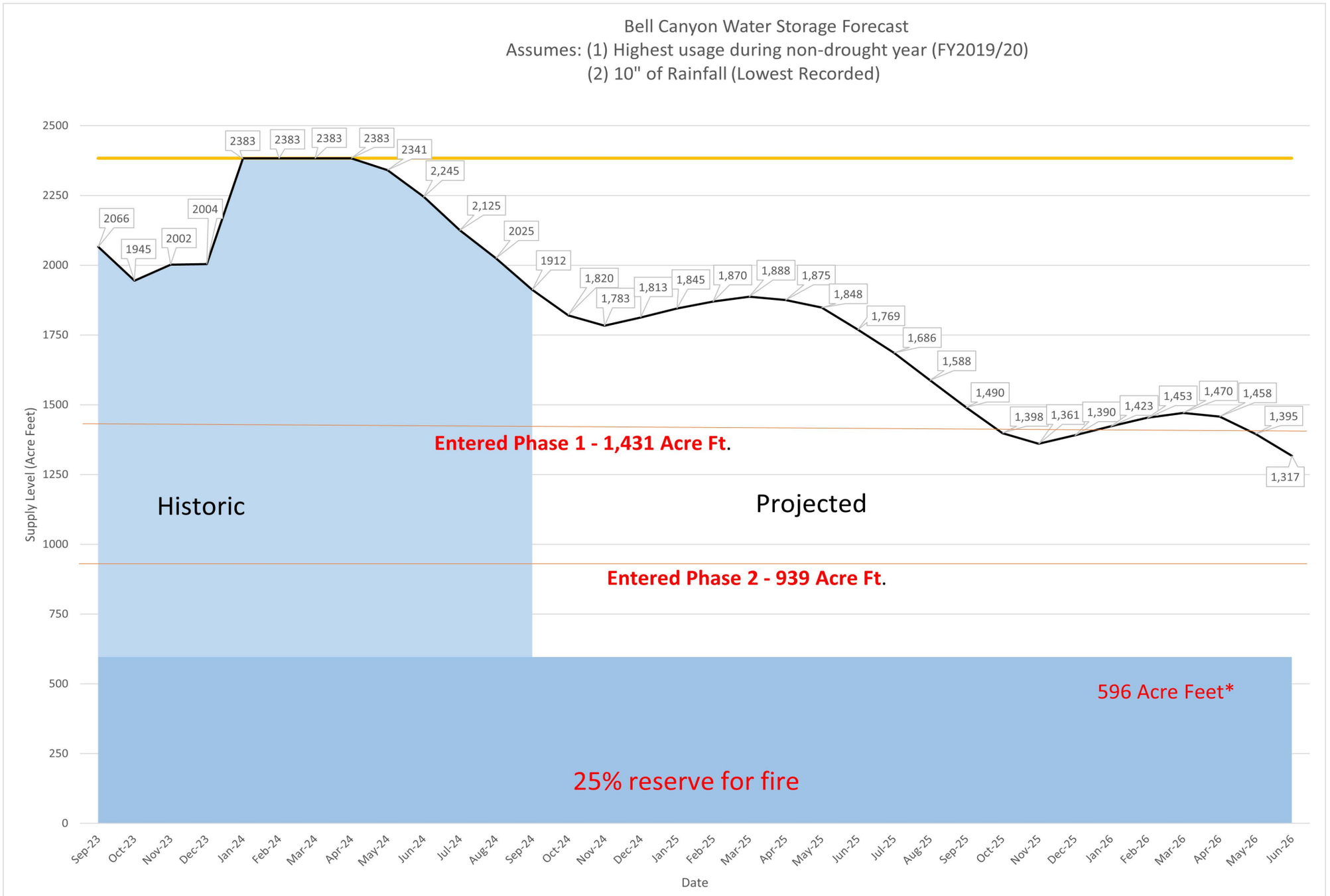
TEMPERATURES

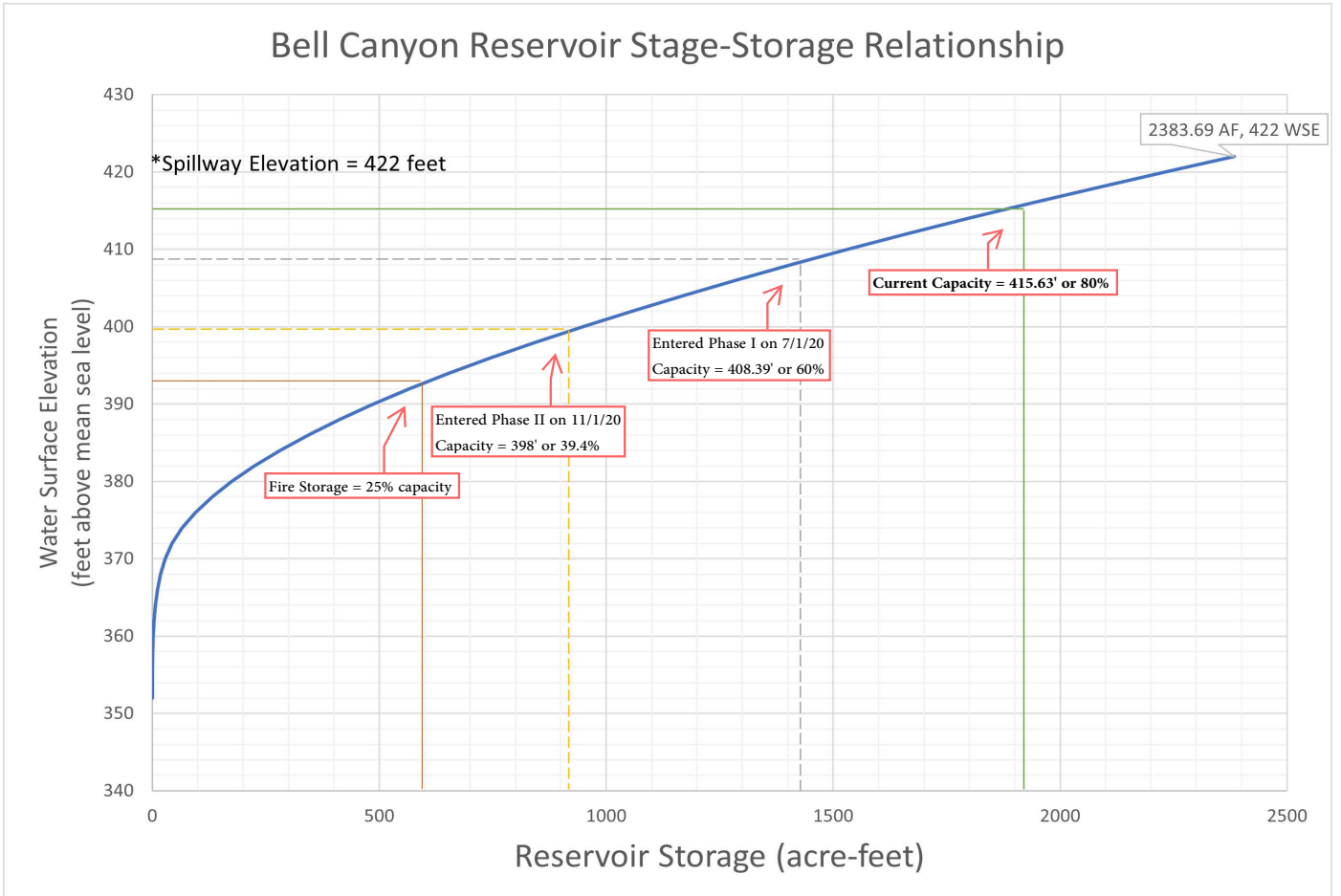
	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	53.8-98.5	46-86
AVERAGE	76	66

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.56 MG/day during September 2024.

DISCLAIMER: The data presented in this report is approximate and for informational purposes only. Updates will be provided if any errors are identified.


Bell Canyon Water Storage Forecast
Assumes: (1) Highest usage during non-drought year (FY2019/20)
(2) 10" of Rainfall (Lowest Recorded)
Supply Level (Acre Feet)
Date
2500
2250
2000
1750
1500
1250
1000
750
500
250
0
2066
1945
2002
2004
2383
2383
2383
2383
2341
2,245
2,125
2025
1912
1,820
1,783
1,813
1,845
1,870
1,888
1,875
1,848
1,769
1,686
1,588
1,490
1,398
1,361
1,390
1,423
1,453
1,470
1,458
1,395
1,317
Entered Phase 1 - 1,431 Acre Ft.
Entered Phase 2 - 939 Acre Ft.
Historic
Projected
596 Acre Feet*
25% reserve for fire
Sep-23
Oct-23
Nov-23
Dec-23
Jan-24
Feb-24
Mar-24
Apr-24
May-24
Jun-24
Jul-24
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26


Bell Canyon Reservoir Stage-Storage Relationship
*Spillway Elevation = 422 feet
2383.69 AF, 422 WSE
Current Capacity = 415.63' or 80%
Entered Phase I on 7/1/20
Capacity = 408.39' or 60%
Entered Phase II on 11/1/20
Capacity = 398' or 39.4%
Fire Storage = 25% capacity
Water Surface Elevation
(feet above mean sea level)
430
420
410
400
390
380
370
360
350
340
0
500
1000
1500
2000
2500
Reservoir Storage (acre-feet)

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 22, 2024
FROM:	Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Kearney and Andrea Water Main Replacement Project, Capital Improvement Project W21-01.
RECOMMENDED ACTION:	Approve attached Resolution.
PREVIOUS COUNCIL ACTION:	City Council approved the plans for this project on August 22, 2023, and awarded the contract to Maggiora & Ghilotti Inc. on March 12, 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 Kearney and Andrea Watermain Replacement Project, Capital Improvement Project W21-01.
FINANCIAL IMPACT:	The total financial impact of this project is $817,431, which was funded with Water Revenue Bonds.

BACKGROUND:

This project was developed with the intent to address the City's aged and undersized utility infrastructure and was included as part of the City's FY2024-2028 Capital Improvement Program. The project was originally developed in 2020/2021 but was not carried out as originally planned due to lack of funds and several staff transitions. The water rate increases provided a funding source for the water main replacement portion of this project thus allowing it to be carried out in FY 2024. The installation of curb ramps and pavement was funded through Measure T revenue.

The plans for this project were prepared by Green Valley Consulting Engineers and were approved by City Council in August 2023. The contract was awarded in March 2024, and work on this project began on April 8, 2024.

The scope of work for the Kearney and Andrea Watermain Project included the upsizing of approximately 2,000 linear feet of water main pipeline (from 4" to 6"), installing new upsized water services, removing and replacing curb ramps to meet ADA compliance, and installing new pavement. Additionally, components of four additional Capital Improvement Projects were included with the project to capture efficiencies and

significant cost savings. This includes W24-01 - Crane Avenue Water Distribution Fire Flow Improvements; S21-01 - WWTP Recycled Pipeline & Pump Station; S23-01 - Crane Park Irrigation Infrastructure; S23-02 - Existing Generator Removal for Emergency Back-Up Power WWTP.

DISCUSSION:
The project began April 1, 2024 and concluded July 18, 2024.

There were situations experienced during the course of the project and additional work requested that resulted with the issuance of four change orders resulting in an overall cost increase of $161,443. The change orders were paid for out of the project contingency.

- Change Order 1 - The City requested that the contractor perform a repair of the collapsed storm drain pipe on St. James Drive.
- Change Order 2 - Costs associated with the repair of a water service.
- Change Order 3 - Costs associated with a City-requested design change and field directive to restore the existing gutter pan.
- Change Order 4 - Costs associated with a City-request and field directive to install a line valve on Vallejo Street to better execute a needed water shutdown.

The total original project budget for W21-01 was $1.82M, the final breakdown for the total costs for the W21-01 Kearney and Andrea Water main project is as follows:

Expenditures	**Total Project Costs**
3110 - Design	$50,910
3160 - Construction Contract	$740,181
3170 - Contingency	$26,340
Total	**$817,431**

As a result, there is a cost savings of $1M on the project funded from the Water Revenue Bonds issued in 2024. That savings will be reallocated to other Water Capital Improvement Program projects.

A reconciliation of the total costs and funding sources for the construction contract is provided in **Exhibit A** & **Exhibit B**. This reconciliation acknowledges the numerous funding sources incorporated to deliver various components (including all or portions of noted CIP projects), illustrating staff creativity in developing/delivering projects to utilize construction efficiencies and economies of scale.

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

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution_Kearney NOC
Exhibit A
Exhibit B
CIP Pages

CITY OF ST. HELENA

RESOLUTION NO. 2024-

AUTHORIZATION TO ACCEPT THE WORK AND FINAL PROJECT CONSTRUCTION COSTS OF $1,598,318 AND DIRECTING THE FILING OF THE NOTICE OF COMPLETION FOR THE W21-01 ANDREA AND KEARNEY WATER MAIN REPLACEMENT PROJECT

RECITALS

A. The project plans for this work were approved by City Council on August 22, 2023; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220, on December 21, 2023, a notice inviting bids was posted and mailed to contractors inviting bids for the W21-01 Kearney and Andrea Water Main Replacement Project; and

C. On January 25, 2024, 8 bids were received and opened in accordance with applicable law; and

D. The lowest responsive bidder bidder for the project was Maggiora & Ghilotti of San Rafael in the amount of $1,275,990.00; and

E. On March 12, 2024, City Council awarded W21-01 Kearney and Andrea Water Main Replacement Project to Maggiora & Ghilotti in the amount of $1,436,830.00, authorized the City Manager to execute a construction contract in the amount of $1,436,830.00 with Maggiora & Ghliotti for the W21-01 Kearney and Andrea Water Main Replacement Project, and authorized the Director of Public Works to approve change orders not-to-exceed 15% of the contract amount; and

F. Four change order were issued during the course of the project in the amount of $161,443, and the final construction amount was $1,598,318; and

G. The project has been inspected and Maggiora & Ghilotti has completed the work in accordance with the contract documents for the project; and

H. If no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any amount due will be released to Maggiora & Ghilotti.

RESOLUTION

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

1. The contract entitled W21-01 Kearney and Andrea Water Main Replacement Project, with the final contract amount of $1,598,318, is accepted as complete; and
2. The Public Works Director/City Engineer is authorized to release retention and prepare a Notice of Completion for project W21-01 & project S23-01 as work for these projects were completed together, and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.
3. The project funding, including budget transfers, are depicted in the attached **Exhibit A** and **Exhibit B** and authorized under this action.

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

EXHIBIT A

RECONCILIATION OF FUNDING SOURCES, PROJECTS & CONTRACT FY2024-067

Project	Expenditure Category	Funding Source	Contract Amount	Project Expenses	Difference
W21-01 Kearney & Andrea Water Main					
	Construction	763	$740,181	$740,181	$0
	Contingency	763	$111,027	$26,340	-$84,687
TOTAL*			**$851,208**	**$766,521**	**-$84,687**
W24-01 Water Distribution Fire Flow Improvements					
	Construction	421	$149,340	$149,340	$0
	Contingency	421	$22,401	$30,868	$8,467
TOTAL			**$171,741**	**$180,208**	**$8,467**
R24-79 (FY25) Pavement Restoration					
	Construction	240	$344,609	$344,609	$0
	Contingency	240	$51,691	$104,280	$52,589
TOTAL			**$396,300**	**$448,889**	**$52,589**
S21-01 WWTP Recycled Pipeline & Pump Station					
	Construction	421	$130,000	$130,000	$0
	Contingency	421	$19,500	$0	-$19,500
TOTAL			**$149,500**	**$130,000**	**-$19,500**
S23-01 Crane Park Irrigation Infrastructure					
	Construction	773	$61,200	$61,200	$0
	Contingency	773	$9,180	$0	-$9,180
TOTAL			**$70,380**	**$61,200**	**-$9,180**
S23-02 Emergency Back-Up Power WWTP					
	Construction	773	$11,500	$11,500	$0
	Contingency	773	$1,725	$0	-$1,725
TOTAL			**$13,225**	**$11,500**	**-$1,725**
		CONTRACT TOTAL	**$1,652,354**	**$1,598,318**	**-$54,036**

***Design done previous to construction contract and not included in total for this reconciliation.**

EXHIBIT B

ADJUSTMENT TO CONTRACT FUNDING TO PROJECTS

From:	To:	Description	Contract Amount	Updated Contract Amount	Difference
FROM: MEASURE T					
240	741	Streets CIP	$51,691	$104,280	$52,589
TOTAL					**$52,589**
INTERNAL CONTRACT/PROJECT TRANSFER GO BOND FUND:					
S21-01		Water CIP	$19,500	$11,033	-$8,467
W24-01		Water CIP	$171,741	$180,208	$8,467
TOTAL					**$0**

Kearney and Andrea Water Main Replacement

Project No: W21-01

Category Water

Project Location: Kearney and Andrea

Responsible Department: Public Works



PROJECT PURPOSE & DESCRIPTION: The 4" water main on Kearney between Hillview Place and Adams Street needs to be replaced as well as the main on Andrea from Kearney to Oak Avenue.

NOTES: This project has been on hold since February 2021. Final Plan was completed. Green Valley Engineering contract includes construction management, design, and specifications. STH Contract: FY2021-013. The project consulting budget appears to have been exhausted and this is the reason that project design was halted.
FY 23 - per PW, push project construction to FY24. PW has requested a construction estimate from Green Valley. The construction estimate in the project has been rolled over from the previous estimate, with an approximate 10% increase to construction.
FY24 - included in rate study to be delivered in FY24
FY25 - awarded construction per Reso 2024-030 on 3/12/24; NOC presented to City Council on 10/22/2024 and budget reconciled to reflect actual costs related to this project.

EXPENDITURE ACCOUNTS: **Fund**: 763 **Dept**: 5030

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design	50,910							50,910
3150 - Construction Management								0
3160 - Construction Contract	711,874	28,307						740,181
3170 - Contingency		26,340						26,340
EXPENDITURE TOTALS	762,784	54,647						817,431
FUNDING SOURCES								
763-Water Capital Improvement	46,283							46,283
763-Water Capital Improvement - Bond	716,501	54,647						771,148
FUNDING TOTALS	762,784	54,647						817,431

Water Distribution Fire Flow Improvements

Project No: **W24-01**

Category **Water**

Project Location: **Citywide**

Responsible Department: **Public Works**

PROJECT PURPOSE & DESCRIPTION: Replace smaller diameter (6" or less) pipelines with larger diameter pipes; in total, 4,900 linear feet (0.9 miles) of fire flow improvements are recommended per 2021 Integrated Utility Master Plan.

NOTES: FY24 - $1.5M included in GO Bond funding (totals below from IUMP have $572,000 unaccounted of $1.5M)
Tranche 1 (FY23/24): PWFF-3 Vintage Ave Loop ($20k), PWFF-6 Crane ($142k), PWFF-8 Pine St ($65k), PWFF-9 Fulton ($85k); in-house design
Tranche 2 (FY26/27): PWFF-4 El Bonita ($50k), PWFF-5 Charter Oak ($76k), PWFF-10 6" Hydrant laterals ($15k), PWFF-11 4" Hydrant laterals ($15k)
Tranche 3 (FY29/30): PWFF-1 Zinfandel ($144k), PWFF-2 Inglewood Ave ($55k), PWFF-7 Spring St ($261k)
FY25 - authorized "Tranche 1 projects" design PSA per Reso 2024-037 on 3/26/24
FY25 - Rollover Funding Update: $180k spent using Rollover to FY25 funds as part of project W21-01 (NOC for W21-01 presented at CC meeting 10/22/2024), this leaves a balance of $130,601 remaining in the Rollover to FY25 funds as of 10/22/2024.

EXPENDITURE ACCOUNTS: **Fund**: 763 **Dept:** 5030

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design	1,399	52,601			2,000			56,000
3150 - Construction Management		15,000			5,000			20,000
3160 - Construction Contract		213,000			141,000			354,000
3170 - Contingency		30,000			8,000			38,000
EXPENDITURE TOTALS	1,399	310,601			156,000			468,000
FUNDING SOURCES								
421-Go Bonds	1,399	310,601			156,000			468,000
FUNDING TOTALS	1,399	310,601			156,000			468,000

Pavement Restoration FY24 Design/FY 25 Construction

Project No: R24-79

Category Streets

Project Location: St. Helena, CA 94574

Responsible Department: Public Works



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.
Design FY 24
Construction FY 25

NOTES: FY24 - new 5-year list to be adopted by Council in Fall 2023 after completion of updated Pavement Management Plan; budget based upon Measure T projection.
FY24 - Resolution 2024-075 - Adopted May 28, 2024 - Added Funds to Scope & authorized construction contract;
FY25 - Rollover Funding Update: $449k spent as part of project W21-01 (NOC for W21-01 presented at CC meeting 10/22/2024), this leaves a balance of $1,288,986 remaining in the Rollover to FY25 funds as of 10/22/2024.

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

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design	105,848	26,452						132,300
3150 - Construction Management								0
3160 - Construction Contract		1,440,049	1,102,500					2,542,549
3170 - Contingency		271,485						271,485
EXPENDITURE TOTALS	105,848	1,737,986	1,102,500					2,946,334
FUNDING SOURCES								
240-Measure T	105,848	1,737,986	1,102,500					2,946,334
FUNDING TOTALS	105,848	1,737,986	1,102,500					2,946,334

WWTP Recycled Pipeline and Pump Station

Project No: S21-01

Category Wastewater

Project Location: 1 Chaix Ln St. Helena

Responsible Department: Public Works



PROJECT PURPOSE & DESCRIPTION: Provide pump station to distribute recycled water to the WWTP spray fields and provide recycled water to City customers via mainline connection

NOTES: Have a contract with Hydroscience. $96,153 expended through May 18, 2022. Last invoice was paid on 1/11/22
FY24 - included $1.719M in GO Bond; see S23-01 for additional design $ to Crane Park; see S24-04 RW Master Plan
FY25 - pending execution of contract amendment with Hydroscience for design of pump station/storage tank(s) per Council action FY25Q2;
FY25 - Rollover Funding Update: $130k spent as part of project W21-01 (NOC for W21-01 presented at CC meeting 10/22/2024), this leaves a balance of $1,550,307 remaining in the Rollover to FY25 funds as of 10/22/2024.

EXPENDITURE ACCOUNTS: Fund: 773 **Dept:** 5059

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design	102,550	264,654						367,204
3160 - Construction Contract	22,847	1,396,153						1,419,000
3170 - Contingency		19,500						19,500
EXPENDITURE TOTALS	125,397	1,680,307						1,805,704
FUNDING SOURCES								
421-Go Bonds	22,847	1,680,307						1,703,154
764-Water Impact Fees	102,550							102,550
774-Wastewater Impact Fees								0
FUNDING TOTALS	125,397	1,680,307						1,805,704

Recycled Water - Crane Park Irrigation Infrastructure

Project No: **S23-01**

Category **Wastewater**

Project Location: **WWTP to Crane Park**

Responsible Department: **Public Works**

PROJECT PURPOSE & DESCRIPTION: Installation of necessary piping such that the Recycled Water Pipe is delivering recycled water to Crane Park's irrigation infrastructure.

NOTES: Per LMR Development Agreement
FY24 - RW main exists in Grayson from SR29 to Crane/Valley View; budget included in Rate Study; use for design/construction to connect to Crane Park irrigation if viable per S24-04 RW Master Plan
FY25 - pipeline from Grayson/Valley View intersection to future irrigation connection at Crane Park (south entrance) was constructed with R23-79 and authorized filing NOC per Reso 2024-112 (07/23/24);
FY25 - W21-01 NOC presented at CC meeting 10/22/2024, includes S23-01.

EXPENDITURE ACCOUNTS: **Fund:** 773 **Dept:** 5059

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3160 - Construction Contract		61,200						61,200
3170 - Contingency								0
EXPENDITURE TOTALS		61,200						61,200
FUNDING SOURCES								
773-Wastewater Capital Improvement		61,200						61,200
FUNDING TOTALS		61,200						61,200

Emergency Back-Up Power - WWTP

Project No: S23-02

Category Wastewater

Project Location: 1 Chaix Ln St. Helena

Responsible Department: Public Works



PROJECT PURPOSE & DESCRIPTION: This project will replace the existing emergency generator and related equipment at the Wastewater Treatment Plant. The upgrades increase generator capacities, update aging equipment, and will allow the City to provide backup power to an essential City facility during a disaster. This project is funded in part by Hazard Mitigation Grant Program (HMGP) funds secured from FEMA and California Office of Emergency Services.

NOTES: FY25 - awarded construction contract per Reso 2023-093 on 07/25/23; construction expected FY25Q3 w/ CIP No. C23-01; requested additional HMGP funds to address bid overage of $602,390;
FY25 - Rollover Funding Update: $11.5k spent on demo of generator as part of project W21-01 (NOC for W21-01 presented at CC meeting 10/22/2024), this leaves a balance of $944,184 remaining in the Rollover to FY funds as of 10/22/2024.

EXPENDITURE ACCOUNTS: **Fund:** 773 **Dept:** 5059

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3160 - Construction Contract	895,902	798,320						1,694,222
3170 - Contingency		157,364						157,364
EXPENDITURE TOTALS	895,902	955,684						1,851,586
FUNDING SOURCES								
773-Wastewater Capital Improvement - HMGP Funds	895,902	955,684						1,851,586
FUNDING TOTALS	895,902	955,684						1,851,586

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 22, 2024
FROM:	Lesley Milton, Assistant Director of Public Works - Operations
SUBJECT:	Approval of a Resolution approving and authorizing the purchase of Nicor Read-Rite Lids from PACE Supply for CIP Project W24-04 SMART Meter Deployment.
RECOMMENDED ACTION:	Approve the attached Resolution authorizing the purchase.
PREVIOUS COUNCIL ACTION:	June 25, 2024 - Approval of a resolution to authorize the purchase of SMART Advanced Meter Infrastructure from Badger Meter, Inc. for the replacement of all existing utility meter infrastructure, with a total cost not to exceed $1,056,966, as allocated in the budget for CIP Project W24-04 Smart Meter Deployment.
STATEMENT OF THE PURPOSE:	Approval of a Resolution approving and authorizing the purchase of Nicor Read-Rite Lids for CIP Project W24-04 SMART Meter Deployment.
FINANCIAL IMPACT:	The total cost of this action is $123,586 which includes sales tax and freight for the purchase of 760 each of B12 and 1,031 each of B16 RF friendly Nicor Read-Rite, through-lid model, water meter box lids. CIP Project W24-04 has approved funding of $1.97 million and is funded via bond proceeds as shown in Exhibit A.

BACKGROUND:

The City of St. Helena's 5-Year Capital Improvement Program (CIP) includes the SMART Meter Deployment Project (W24-04), an initiative aimed at enhancing the City's water metering infrastructure. This project focuses on replacing or retrofitting all City water meters with advanced SMART metering technology, which will facilitate real-time monitoring of water consumption and efficient data transmission via the AT&T cellular network.

To support the SMART meter deployment initiative, City staff sought external expertise, and on May 14, 2024, Council passed a resolution authorizing the City Manager to enter into a professional services agreement (PSA) with Haley & Aldrich Inc. (H&A) to provide Owner’s representative services for this project.

Subsequently, on June 25, 2024, the City Council adopted a resolution approving the acquisition of advanced SMART metering infrastructure from Badger Meter, Inc. That

procurement will replace the existing water meter infrastructure in alignment with the provisions of CIP Project W24-04. It is important to note that the previous procurement excludes the necessary RF friendly lids since Badger does not supply meter box lids. By procuring the lids now, as an owner provided material, the project is in a position to have the lids in stock for the contractor's use when the meter conversion project begins.

DISCUSSION:
Deployment of AMI SMART water meter infrastructure utilizes a cellular network to allow St. Helena to leverage cellular technology for the effective monitoring, invoicing, management, and communication of water consumption data throughout the City.

Deployment of AMI SMART water meter infrastructure utilizes a cellular network to allow St. Helena to leverage cellular technology for the effective monitoring, invoicing, management, and communication of water consumption data throughout the city.

The AMI SMART water meter system will not function properly unless the new meter infrastructure and radio frequency friendly lids are installed simultaneously. The existing meter box lids are constructed out of material (typically concrete) that will block the cellular signal from the meter endpoint to the cellular receiver rendering the new AMI meters useless.

To ensure that an adequate number of lids are available for the contractor to begin work upon award of the installation contract, and in light of extended lead-times to obtain materials, it is prudent for the City to order the initial number of lids now and the project bid documents will require the contractor to procure the remaining lids as a line item in the meter installation contract.

Nicor, Inc., Oldcastle Infrastructure, DFW Lids, and Armorcast are several manufacturers that offer radio frequency friendly water meter box lids. All of these manufacturers are represented by distributors. H&A reached out to the following distributors, PACE Supply, Ferguson/Cal-Steam, Hydro-Pro Solutions, and Sigmaco requesting quotes for any of the lid manufacturers that each distributor represents. H&A received distributor quotations as shown in the table below. Each quote is for 760 each B12 lids and 1,031 each B16 lids, plus a $5,000 freight budget and 8.25% sales tax. PACE Supply's quote for Nicor lids is the lowest quote received at $123,586.00.

PACE Supply:	Nicor	$123,586
	DFW Lids	$210,559
	Oldcastle	$218,033
	Armorcast Lids	$149,970
Ferguson/Cal-Steam:	Oldcastle	$180,506
Hydro-Pro Solutions:	Nicor	$125,945

Sigmaco	Nicor	$168,553

Nicor meter box lids are constructed from 100% virgin No-Break polymer and comply with Americans with Disabilities Act (ADA) slip-resistant standards, with a coefficient of static friction of 0.73 (dry) and not less than 0.50 (wet). Nicor lids are rated for H20 loading that will accommodate incidental traffic. Nicor lids maintain their physical properties and exhibiting resistance to thermal expansion, contraction, and deformation within a temperature range of -40 to 190 degrees Fahrenheit. Nicor lids are also a recommended provider by our meter supplier, Badger Meters, with a good track record of working well with the Badger endpoints of the AMI system. Based on additional information provided by Badger Meter, staff is confident that Nicor Read-Rite, through lid model water meter box lids are an appropriate choice for this application.

The quantities for these meter box lids were derived from field inspection data collected by city personnel. However, it is important to note that not all meter box lids have been included in these quote requests. As was mentioned earlier in this report, approximately 872-meter lids remain uninspected, resulting in undetermined dimensions and types. Those remaining meter box lids will be supplied by the installation contractor as a requirement of that installation contract.

Staff recommends that City Council authorize the purchase of 760 ea. B12 and 1,031 ea. B16 RF friendly Nicor Read-Rite, through-lid model, water meter box lids from PACE Supply in an amount not to exceed $123,586.00 which includes sales tax and shipping costs.

ENVIRONMENTAL REVIEW: None.

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_lids final
Exhibit A - W24-04 SMART Water Meters
Pace_Supply_Quote_2155545.2024-10-10

CITY OF ST. HELENA

RESOLUTION No. 2024-

APPROVAL OF A RESOLUTION AUTHORIZING THE PURCHASE OF NICOR RF FRIENDLY WATER METER BOX LIDS FOR CIP PROJECT W24-04 SMART METER DEPLOYMENT

RECITALS

A. On June 13, 2023, the comprehensive Five-Year Capital Improvement Plan (CIP) was officially adopted.

B. Included in the CIP is Project W24-04 SMART Meter Deployment (the “Project”), which focuses on leveraging advanced metering technology to improve accuracy and efficiency in the City’s water monitoring and billing.

C. On May 14, 2024, in effort to expeditiously implement this Project, City approved the execution of a contract with the on-call engineering firm Haley and Aldrich for engineering and construction management for Project W24-04.

D. During the June 25, 2024, City Council Meeting City authorized a sole source purchase of SMART Advanced Meter Infrastructure from Badger Meter, Inc. to replace/retrofit all existing utility meter infrastructure for a not to exceed cost of $1,056,966.44 as budgeted for CIP Project W24-04 Smart Meter Deployment.

E. The sole source purchase comprised Badger Meter High Resolution Encoders (HR-E LCD) and Orion Cellular C Endpoints for the retrofitted water meters. For the meters being replaced, the purchase included either E-Series G2 Ultrasonic Lead-Free Bronze Alloy Meters or E-Series Ultrasonic Cold-Water Stainless-Steel Meters, along with additional Orion Cellular C Endpoints.

F. To enhance the City's Water Meter Deployment Project, it is necessary to replace the existing cast iron or concrete lids with meter box lids made from radio frequency friendly materials, thereby ensuring clear signal transmission.

G. City proposes the authorization to purchase the Nicor Replacement lids for CIP Project W24-04 from PACE Supply for a total not to exceed $123,586.

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. Approve the purchase of Nicor Replacement lids from PACE Supply in the amount of $123,586. for CIP Project W24-04 SMART Meter Deployment.

3. Funding is as follows:

Funding Details	Fund	GL Account	Amount
Previously approved funding in Capital Improvement Program (Fund 763) utilizing Water Revenue Bonds	Water Capital Fund	763-50-30-31-60	123,586
Total			**123,586**

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

EXHIBIT A

Retrofit/Deploy SMART water meters

Project No: W24-04

Category Water

Project Location: Citywide

Responsible Department: Public Works

PROJECT PURPOSE & DESCRIPTION: Update all water meters to all customers to SMART meter technology.

NOTES: FY24 - updates all meters with current SMART meter technology so City can insure efficient meter operation AND customers can monitor usage in real-time.
FY25 - authorized design per Reso 2024-056 on 5/14/24 and purchase of meters per Reso 2024-100 on 6/25/24; issuance of RFB for install per RESO 2024-101 on 6/25/24; updated budgets per Rate Study escalation; schedule award FY25Q2 with construction on FY25Q3-FY26Q1; Accelerated schedule from original rate study & bond finance schedule due to significant water loss (e.g. 24% in FY24) & Re-Reads (i.e. 1000 in July 2024)

EXPENDITURE ACCOUNTS: **Fund**: 763 **Dept**: 5030

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design		406,000						406,000
3160 - Construction Contract		1,056,966	720,000					1,776,966
3170 - Contingency			70,889					70,889
EXPENDITURE TOTALS		1,462,966	790,889					2,253,855
FUNDING SOURCES								
763-Water Capital Improvement - Bond		1,462,966	790,889					2,253,855
FUNDING TOTALS		1,462,966	790,889					2,253,855

PACE SUPPLY CORP
4569 E. HOME AVENUE
FRESNO CA 93703
559-251-7581

Quote#	2155545
Quote Date	09/27/24
Page#	1

QUOTATION

CITY OF ST HELENA ~ 03435-00
1572 RAILROAD AVE

SAINT HELENA CA 94574

Ship To:

Expiration Date	10/27/24	Requested By	
FOB	ORIGIN	Prepared By	Brad Opitz bopitz@pacesupply.com
Online Quote	2155545	Salesperson	
Job Name			

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
		>>> SEGMENT: w-4 - NICOR METER BOX LIDS				
1	NS00159056	NICOR B12NLGRYWATOLTE Vend Part#:	58.00	760	EA	44080.00
2	NS00159060	NICOR B16NLGRYWATthOLTE meter box lid Vend Part#:	63.50	1031	EA	65468.50
3	NS00159065	NICOR VAULT RETROFIT KIT/RECESSED THRU LID HOLE #8.0BVKPWPLKWATTHOLTE	125.00	1	EA	125.00
4 4	NOTE:	FOB NICOR FACTORY				---------.-- 109673.50
		>>> SEGMENT: W-1 - DFW LIDS				
5	NS00159027	DFWB9C-AF4T SMALL NHK-LID Vend Part#:	80.00	1	EA	80.00
6	NS00159029	DFW1922C-AF4T SMALL NHK-LID Vend Part#:	83.00	760	EA	63080.00
7	NS00159033	DFWB16C-AF4T SMALL NHK-LID Vend Part#:	123.30	1031	EA	127122.30
8	NS00159034	DFW1324C-4T SMALL NHK-LID Vend Part#:	143.93	1	EA	143.93 ---------.-- 190426.23
		>>> SEGMENT: W-2 - OLDCASTLE LIDS				
9	NS00159046	FL12 OLDCASTLE FIBERLYTE LID FOR BADGER ORION AMR GRY Vend Part#:	95.11	760	EA	72283.60
10	NS00159049	FL16 OLDCASTLE FIBERLYTE LID W/BADGER ORION PROBE GRY Vend Part#:	120.77	1031	EA	124513.87
11	NS00159069	B9X METER LID W/BADGER ORION RECESSED HOLE AMR Vend Part#:	36.67	1	EA	36.67

Subtotal	
Estimated Sales Tax	
Estimated Freight	
Total	

PACE SUPPLY CORP
4569 E. HOME AVENUE
FRESNO CA 93703
559-251-7581

Quote#	2155545
Quote Date	09/27/24
Page#	2

QUOTATION

CITY OF ST HELENA ~ 03435-00
1572 RAILROAD AVE

SAINT HELENA CA 94574

Ship To:

Expiration Date	10/27/24	Requested By	
FOB	ORIGIN	Prepared By	Brad Opitz bopitz@pacesupply.com
Online Quote	2155545	Salesperson	
Job Name			

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
12	NS00159072	N30RP OLDCASTLE LID W/BADGER ORION RECESSED HOLE FOR AMR Vend Part#:	67.81	1	EA	67.81
						---------.-- 196901.95
		>>> SEGMENT: W-3 - ARMORCAST LIDS				
13	NS00159754	ARMORCAST PG1015C50550 LID WITH PROBE HOLE Vend Part#:	50.60	1	EA	50.60
14	NS00159756	ARMORCAST METER LID C001118576050X Vend Part#:	72.00	720	EA	51840.00
15	NS00159757	ARMORCST METER LID PG1121W52750 Vend Part#:	76.70	1031	EA	79077.70
16	NS00159758	ARMORCAST METER LID PG1324W54650 Vend Part#:	90.55	1	EA	90.55
						---------.-- 131058.85

Subtotal	628060.53
Estimated Sales Tax	52443.05
Estimated Freight	
Total	680503.58

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 22, 2024
FROM:	Lesley Milton, Assistant Director of Public Works - Operations
SUBJECT:	Resolution Approving and Authorizing Contractor Pre-Qualification of Bidders for CIP Project W24-04 SMART Meter Deployment
RECOMMENDED ACTION:	Adopt Resolution as presented.
PREVIOUS COUNCIL ACTION:	May 14, 2024 – Entered into Professional Services Agreement with Haley & Aldrich, Inc. for Owner's Representative Services. June 25, 2024 - Authorized Purchase of AMI SMART water meters from Badger Meter, Inc. and authorize bidding of project.
STATEMENT OF THE PURPOSE:	To approve pre-qualification of bidders for CIP Project W24-04 SMART Meter Deployment under SMC Chapter 3.04; Article 3 Public Works Projects; Section 3.04.310 Pre-qualification of bidders
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena's approved 5-Year Capital Improvement Program (CIP) includes Project W24-04 SMART Meter Deployment Project. The deployment of SMART water meters and the project to make the overall AMI system fully functional is an intricate exercise involving multiple city departments and a thorough understanding of how the AMI system functions, communicates, and integrates with other systems in order to make the system function properly and effectively provide the necessary, timely, data to allow the finance department to produce customer invoices for water consumption in order to collect the revenue necessary to properly operate the water purveyance system. The deployment of AMI SMART water meters is a specialty project that is not typically undertaken by general contractors or general plumbing contractors.

St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.310 Pre-qualification of bidders states:

> "Prospective bidders on a public works contract may be required to be pre-qualified in accordance with procedures adopted by city council resolution, subject to the provisions of California Public Contract Code Section 20101. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.120)."

DISCUSSION:
Deployment of AMI SMART water meter infrastructure is a complex project with a scope of work that includes the physical installation of a water meter and then the installation and commissioning of the AMI meter communication system. The contractor will be required to connect the meter to the AMI Orion system via cellular connectivity and then ensure that the communication system is fully functional and will remain functional such that necessary water consumption data is being transmitted continuously to the city. In addition, the AMI communication system will be required to integrate with the city's Springbrook utility billing system to ensure that water bills are being prepared and delivered to customers in a timely manner so that those bills can be paid and the revenue necessary to run the water purveyance system continues to flow.

To ensure that contractors who bid on CIP W24-04 SMART Water Meter Deployment Project have the necessary qualifications and experience to successfully perform all of the necessary functions involved in this meter deployment project, the Pre-Qualification Questionnaire, attached hereto as Exhibit A, has been prepared to evaluate prospective bidders/contractors in relation to their qualifications and experience in performing this type of meter deployment project. The questionnaire will be included in the bid documents for the project and will be evaluated based on the scoring system set forth in the prequalification questionnaire. Prior to opening each bid, the bidder's prequalification questionnaire will be evaluated and scored and only those bidders that are deemed appropriately pre-qualified, based on the information they submit, will have their bid opened and read aloud. Those bidders that are deemed unqualified based on the information submitted, will be deemed unqualified, be disqualified to bid on the project, and have their bid returned to them unopened.

ENVIRONMENTAL REVIEW: Not a CEQA Project

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Exhibit A Resolution.Prequalification.2024-10-09
Exhibit B. St Helena.SMART Meter.Prequal Questionnaire

CITY OF ST. HELENA

RESOLUTION No. 2024-

APPROVAL OF A RESOLUTION AUTHORIZING A SOLICITATION OF REQUEST FOR PREQUALIFICATION OF BIDDERS FOR CIP PROJECT W24-04 SMART METER DEPLOYMENT

RECITALS

A. On June 13, 2023, the comprehensive Five-Year Capital Improvement Plan (CIP) was officially adopted.

B. Included in the CIP is Project W24-04 SMART Meter Deployment (the "Project"), which focuses on leveraging advanced metering technology to improve accuracy and efficiency in the City's water monitoring and billing.

C. On May 14, 2024, in effort to expeditiously implement this Project, City approved the execution of a contract with Haley and Aldrich for owner's representative services for Project W24-04.

D. On June 25, 2024, City Council authorized a sole source purchase of SMART Advanced Meter Infrastructure from Badger Meter, Inc. to replace/retrofit all existing utility meter infrastructure for a not to exceed cost of $1,056,966.44 as budgeted for CIP Project W24-04 Smart Meter Deployment. Council also authorized staff to bid the project.

E. This project is unusual in the complexity of its scope considering the numerous communications and software interactions that are required to make the entire system function is it is intended and required in order to issue accurate water bills and generate necessary revenue for the water department.

F. To ensure that contractors who bid on CIP W24-04 SMART Water Meter Deployment Project have the necessary qualifications and experience to successfully perform all of the necessary functions involved in this meter deployment project, the Pre-Qualification Questionnaire, attached hereto as Exhibit A, has been prepared to evaluate prospective bidders/contractors in relation to their qualifications and experience in performing this type of meter deployment project.

RESOLUTION

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

1. The City Council hereby finds that the action to adopt this resolution to authorize the solicitation of requests for prequalification of bidders for CIP Project W24-04 Smart Meter Deployment is not a project subject to the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et. Seq.) (CEQA). Further, even if the adoption of the resolution is found to be a

project subject to CEQA, it is nevertheless exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Resolution may have a significant effect on the environment.; and

2. City Council herby approves the Pre-Qualification Questionnaire, attached hereto as Exhibit A and subject to such further changes and revisions as may be desired by the City Manager and Public Works Director, or designee, authorizes the City Manager and Public Works Director to solicit requests for pre-qualification of bidders for CIP Project W24-04 Smart Meter Deployment, authorizes the City Manager, Public Works Director, or designee, and Finance Director to serve as an administrative appeal board to hear and decide any appeal filed by a contractor of their pre-qualification score.

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

REQUEST FOR PRE-QUALIFICATION OF BIDDERS FOR
CIP W24-04 SMART WATER METER DEPLOYMENT PROJECT

Notice is hereby given that the City of St. Helena has determined that all firms biddings on the City of St. Helena's W24-04 SMART Water Meter Deployment Project (the "**Project**"), must be pre-qualified prior to submitting a bid on that Project.

Description of work:

The Project entails a comprehensive renovation of the St. Helena water metering infrastructure across residential, commercial, institutional, and governmental sectors. This initiative includes the replacement or retrofit of 2,654 water meters including, replacement of approximately 2,472 meters with E-Series Ultrasonic Meters and Cellular C Endpoints, along with the retrofitting of approximately 112 existing meters to utilize Cellular C Endpoints. Approximately 70 meters remain unclassified for replacement or retrofit due to insufficient field data. The currently unclassified meters will be evaluated and categorized for replacement or retrofit following the successful contractor's collection and analysis of the missing pre-construction data. The contractor is required to utilize a Work Order Management application to effectively gather and manage relevant data both prior to, during, and after construction. Additionally, the contractor must ensure that the upgraded meter infrastructure transmits data accurately to the City's billing system, Springbrook.

The Contractor will be accountable for the installation of the AMI systems, encompassing software integration, development of billing system transfer files, and data migration and verification. Management of pre- and post-construction data collection will be facilitated through a Work Order Management application. Additionally, the Contractor is required to restore meter sites to their original condition and will be held accountable for any repairs required due to improper installation practices or negligence.

It is mandatory that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by the City of St. Helena to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements**.** If two or more business entities submit a bid as part of a Joint Venture or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture shall be separately qualified to bid. The last date to submit a fully completed questionnaire is **Wednesday, October 30, 2024, at X:00 pm**, postmarks are not accepted. Contractor*s* are encouraged to submit pre-qualification packages at their earliest opportunity so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid opening for this Project. Contractors are advised that a formal or informal cost quotation for the Project is not requested by the City and should not be included with their submission of a pre-qualification package.
Answers to questions contained in the attached questionnaire are required. The City of St. Helena will use these answers as the basis of rating Contractors. The City of St. Helena reserves the right to check other sources available. The City of St. Helena's decision will be based on objective evaluation criteria.

The City of St. Helena reserves the right to adjust, increase, limit, suspend, or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the City of St. Helena in determining bidder responsibility prior to bid and to aid the City of St. Helena in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the City of St. Helena from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The firm of Haley & Aldrich, Inc., has provided engineering services to the City for this Project. Therefore, these firms, and any of their affiliates, partners, officers, employees, parent companies or subsidiaries are prohibited from being awarded the contract for the Project, subcontracting for a portion of the work on the Project, or supplying materials for the work on the Project and accordingly are ineligible and shall not be considered for pre-qualification as a bidder on this Project.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to:

City of St. Helena
Department of Public Works
1008 College Avenue
St. Helena, CA 94574
Attention: Lesley Milton, Assistant Public Works Director - Operations
Re: W24-04 SMART Water Meter Deployment Project Contractor Prequalification

The pre-qualification questionnaire answers submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of St. Helena and provide updated accurate information in writing, under penalty of perjury.

The City of St. Helena reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time to terminate the pre-qualification process for this Project.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of the City of St. Helena are open. The submission of a pre-qualification package is specific to this Project and is not a qualification for performing other City of St. Helena projects. Contractors who submit a complete pre-qualification package will be notified of their qualification status no later than X:00 pm on Wednesday October 30, 2024.[1]

The City of St. Helena may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided **by X:00 pm on Wednesday October 30, 2024,** or requested information is falsified. There is no appeal from a refusal for an incomplete or late application. The closing time for submission of pre-qualification packages will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Contractor's that meet the City's prequalification requirements will be requested to provide bids for performing the Project as presented in contract documents furnished to the qualified bidders in the fourth quarter of 2024. The contract for construction of the Project may be awarded, if at all, to the responsible, pre-qualified bidder, submitting the lowest responsive bid. Neither issuing this Notice, nor any other activity related to the pre-qualification process, commits or obligates the City to award a contract for the Project, to pay costs incurred in the preparation of a prequalification package submittal, or to procure or contract for any services. The City retains the right to reject any and all prequalification package submittals, to abandon this prequalification process in connection with the bidding and award of a contract for the Project, or to abandon the Project entirely.

_____ October 23, 2024

Joseph Leach, PE
Public Works Director/City Engineer
City of St. Helena

Date

* * * * *

INSTRUCTIONS TO CONTRACTORS

Answers to questions contained in the attached questionnaire, Part I through Part V Section III, information about _____ are required.

Each questionnaire shall be signed in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of St. Helena and provide updated accurate information in writing, under penalty of perjury.

The last date to submit a fully completed questionnaire is Wednesday, October 30, 2024, at X:00 pm, postmarks shall not be accepted. Contractors are encouraged to submit pre-qualification packages at their earliest opportunity, so that they may be notified of omissions of information to be remedied or of their pre-qualification status in advance of the bid advertisement for this Project.

PART I. CONTACT INFORMATION

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

_____

_____

_____

PART II RECENT PROJECTS COMPLETED

Contractor will be immediately disqualified if the answer to questions 1 is "no."[2]

Contractor will be immediately disqualified if the answer to any of questions 2, or 3 is "yes."[3]

1. Has Contractor completed three (3) or more projects in the last five (5) years involving all of the following elements: (1) comprehensive renovation of water metering infrastructure across residential, commercial, institutional, and governmental sectors. (2) replacement or retrofit of water meters with E-Series Ultrasonic Meters and Cellular C Endpoints. (3) retrofit of existing meters to utilize Cellular C Endpoints. (4) installation of AMI systems, encompassing software integration, development of billing system transfer files, and data migration and verification. (5) Management of pre- and post-construction data collection through a computerized work order management application. (6) restoration of meter locations/sites to their original condition and perform any repairs required due to improper installation practices or negligence. (7) ensure that the upgraded meter infrastructure transmits data accurately to Springbrook billing system.

☐ Yes ☐ No

If yes, Contractor shall provide information about **ALL** projects completed within the last five (5) years. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

1. Project Name: _____

Agency: _____

Agency Contact (name and current phone number):

_____

_____

Description of Project, Scope of Work Performed:

_____

_____

Original Contract Value _____
Value of Change Orders _____

Total Value of Construction (including change orders): _____
Original Scheduled Completion Date: _____
Time Extensions Granted (number of days): _____
Actual Date of Completion: _____

2. Project Name: _____

Agency: _____

Agency Contact (name and current phone number):

_____

_____

Description of Project, Scope of Work Performed:

_____

_____

Original Contract Value _____
Value of Change Orders _____
Total Value of Construction (including change orders): _____
Original Scheduled Completion Date: _____
Time Extensions Granted (number of days): _____
Actual Date of Completion: _____

3. Project Name: _____

Agency: _____

Agency Contact (name and current phone number):

_____

_____

Description of Project, Scope of Work Performed:

_____

_____

Original Contract Value _____
Value of Change Orders _____

Total Value of Construction (including change orders): _____
Original Scheduled Completion Date: _____
Time Extensions Granted (number of days): _____
Actual Date of Completion: _____

4. Project Name: _____

Agency: _____

Agency Contact (name and current phone number):

_____

_____

Description of Project, Scope of Work Performed:

_____

_____

Original Contract Value _____
Value of Change Orders _____
Total Value of Construction (including change orders): _____
Original Scheduled Completion Date: _____
Time Extensions Granted (number of days): _____
Actual Date of Completion: _____

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

2. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

3. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes☐ No

If "yes," attach a separate signed page describing each citation.

4. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:
NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

* * * * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____
(Name)

PART III - SCOREABLE QUESTIONS AND SCORING INSTRUCTIONS

History of the business and organizational performance;

The Score Needed for Prequalification

To prequalify, a contractor shall be required to have a passing score of 67 on this portion of the questionnaire (of a maximum score of 96).

Questions about History of the Business and Organizational Performance
(18 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

   3 years or more = 2 points
   4 years = 3 points 5 years = 4 pts.
   6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?
   ☐ Yes☐ No

   "No" = 3 points" "Yes" = 0 points

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).
   ☐ Yes ☐ No

   "No" = 3 points" "Yes" = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
   ☐ Yes☐ No

   No = 5 points Yes = 0 points

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?
   ☐ Yes☐ No
   If yes, list the number of instances liquidated damages have been assessed and paid and the dollar amount in each instance.
   _____ _____ _____ _____

No projects with liquidated damages of more than $50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than $50,000 = 3 points

Any other answer: 0 points

6. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
☐ Yes☐ No

No = 5 points Yes = 0 points

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
☐ Yes☐ No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration?**
☐ Yes☐ No

If yes, list the number of instances: _____.

If the firm's average gross revenue for the last three years was less than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?
☐ Yes☐ No

If yes, list the number of instances: _____.

If your firm's average gross revenues for the last three years was less than $50 million scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
☐ Yes☐ No

If yes, list the number of claims: _____.

5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
<u>Subtract</u> five points for "Yes" if more than 2 such claims

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes☐ No

If yes, list the number of instances: _____.

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No
No = 5 points Yes = <u>subtract</u> 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes☐ No

No = 5 points Yes = <u>subtract</u> 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes☐ No

No = 5 points Yes = <u>subtract</u> 5 points

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____%

5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any rate higher than 1.10 per cent.

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?
☐ Yes☐ No

No = 5 points Yes = 0 points

17. Divide Contractor's assets by the Engineer's Estimate of Construction of the Project and provide the quotient in the following space: _____

10 points if the quotient is equal to or greater than 20.
7 points if the quotient is less than 20 but equal to or greater than 10.
5 points if the quotient is less than 10 but equal to or greater than 3.
3 points if the quotient is less than 3.

Example: If Contractor's assets as reported on their audited financial statement are $154,000,000 and the Engineer's Estimate of Construction of the Project is $15,400,000, then $154,000,000 ÷ $15,400,000 = 10. Therefore, insert the quotient of 10 in the space above.

18. Divide Contractor's available bonding capacity by Contractor's aggregate limit bonding capacity and provide the quotient in the following space: _____

10 points if the quotient is equal to or greater than 0.6.
7 points if the quotient is less than 0.6 but equal to or greater than 0.4.
5 points if the quotient is less than 0.4 but equal to or greater than 0.2.
3 points if the quotient is less than 0.2.

Example: If, as provided on the notarized statement from Contractor's surety, the available bonding capacity is $15,000,000 and aggregate bonding capacity is $100,000,000, then $15,000,000 ÷ $100,000,000 = 0.15. Therefore, insert the quotient of 0.15 in the space above.

AK #4824-3962-0782 v1

[1] For this purpose a business day is considered Monday – Friday, 9:00 am until 5:00 pm, excluding legal holidays.

[2] A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 5.

[3] A contractor disqualified solely because of a "Yes" answer given to question 8, 9 or 11 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 22, 2024
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY2024-091 in the amount of $35,000 with Oscar Larson & Associates for services to fulfill CIP Project No. W-101 Tank 2 Rehabilitation Project for a total not-to-exceed amount of $44,300.
RECOMMENDED ACTION:	Staff recommends that the City Council authorize the City Manager to execute an amendment to the existing contract with Oscar Larson & Associates for an additional $35,000 for the Water Tank # 2 Rehabilitation (W-101) for a total not-to-exceed $44,300.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Approval of Amendment No. 1 to continue work on the CIP Project W-101 Tank 2 Rehabilitation.
FINANCIAL IMPACT:	The estimated fiscal impact of this contract amendment is $35,000 for a not-to-exceed amount of $44,300. The Adopted FY 2024-25 CIP includes $35,000 for design in Rollover to FY25 utilizing Water Revenue Bond Funds (763).

BACKGROUND:

The City of St. Helena entered into an initial agreement with Oscar Larson & Associates preliminary investigation and condition validation services for the Tank 2 Rehabilitation Project. The City now would like to execute an amendment to perform engineering, planning, and construction management services related to the rehabilitation of Tank #2. This task order involves the preparation of Plans, Specifications, and Construction Cost Estimates (PS&E) for the project.

DISCUSSION:

The purpose of this agenda item is to seek City Council approval for an amendment to the existing contract FY2024-091 with Oscar Larson & Associates for additional design and engineering services required for the rehabilitation and recoating of Water Tank No. 2 (Project W-101). After the initial "existing conditions" validation and assessment, tasks were identified that are necessary for the completion of the project and to ensure the longevity and safety of the tank.

The proposed amendment increases the contract amount by $35,000 to cover newly identified tasks necessary to ensure the continued functionality, safety, and longevity of Water Tank # 2. These tasks include additional inspections, design for the replacement of tank vent and overflow screens, hillside stabilization, and other maintenance and repair work. Approval of this amendment is critical to allowing the project to move forward with these added scope items, which were not part of the original contract.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution - FY2024-091 Amendment No 1
W-101 Tank 2 Rehabilitation Project
Amendment No. 1 - St. Helena Water Tank 2

CITY OF ST. HELENA

RESOLUTION NO. 2024-

A Resolution of the City of St. Helena City Council Authorizing: the City Manager to execute Amendment No. 1 to STH Contract 2024-091 with Oscar Larson & Associates in the amount of $35,000 to fulfill CIP Project No. W-101 Tank 2 Rehabilitation Project for a total not-to-exceed amount of $44,300.

RECITALS

A. On June 18, 2024 the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Tank #2 Rehabilitation; and

B. The City of St. Helena is committed to ensuring the integrity and longevity of its water infrastructure to support safe and reliable water services; and

C. As part of Public Work's ongoing efforts to rehab Tank #2, staff have identified additional scope changes that require further design and engineering services beyond the original project scope; and

D. The City of St. Helena and Oscar Larson & Associates now desire to amend the Agreement for FY2024-091 for an additional $35,000 for a total not-to-exceed $44,300.

RESOLUTION

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

1. Authorize the City Manager to execute Amendment No. 1 to STH Contract 2024-091 with Oscar Larson & Associates in the amount of $35,000 to fulfill CIP Project No. W-101 Tank 2 Rehabilitation Project for a total not-to-exceed amount of $44,300.

2. Funding is as follows:

Funding Details	Fund	GL Account	Amount
Previously approved funding in Capital Improvement Program (Fund 763) utilizing Water Revenue Bonds	Water Capital Fund	763-50-30-31-10	44,300
Total			**44,300**

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Kenealy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Tank 2 Rehabilitation

Project No: **W-101**

Category **Water**

Project Location: **APN 022-420-019**

Responsible Department: **Public Works**



PROJECT PURPOSE & DESCRIPTION: Rehabilitate Tank 2 at Lower Reservoir. Rehabilitation includes sandblasting, coating of interior, and sanitization of tank.

NOTES: FY24 - included in proposed Rate Study w/ proposed schedule for project delivery.
FY25 - issue PSA for Tank 2 Rehab FY25Q1 for construction in FY25Q2-Q3; project budget updated based upon escalated values in Rate Study. YTD Includes design work from original project FY16-FY22

EXPENDITURE ACCOUNTS: **Fund**: 763 **Dept**: 5030

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design	58,809	94,000	24,000					176,809
3150 - Construction Management		94,000	24,000					118,000
3160 - Construction Contract		658,000	28,000					686,000
3170 - Contingency		94,000	-29,000					65,000
EXPENDITURE TOTALS	58,809	940,000	47,000					1,045,809
FUNDING SOURCES								
763-Water Capital Improvement - Bond	58,909	940,000	47,000					1,045,909
FUNDING TOTALS	58,909	940,000	47,000					1,045,909

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT WITH OSCAR LARSON & ASSOCIATES; STH CONTRACT NO: FY2024-091 FOR TANK #2 REHABILITATION FOR AN ADDITIONAL $35,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $44,300.

This first Amendment to Professional Services Agreement STH Contract: 2024-091 dated June 18, 2024 ("Agreement") is made as of this 8th. day of October, 2024 by and between the City of St. Helena, a municipal corporation ("City"), and Oscar Larson & Associates ("Consultant").

RECITALS

A. On June 18, 2024, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Tank #2 Rehabilitation; and

B. The City of St. Helena is committed to ensuring the integrity and longevity of its water infrastructure to support safe and reliable water services.; and

C. As part of Public Work's ongoing efforts to rehab Tank #, staff have identified additional scope changes that require further design and engineering services beyond the original project scope; and

D. The City of St. Helena and Oscar Larson & Associates now desire to amend the Agreement for FY2024-091 for an additional $35,000 for a total not-to-exceed $44,300.

AGREEMENT

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

1. Section 4. A Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed $44,300... "

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: P.E.

Print Name: KENNETH G. DAKLIN

Title: PROJECT MANAGER

OSCAR LARSON & ASSOCIATES CONSULTANTS

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

Oscar Larson & Associates
Consulting Engineers, Inc.
• Engineering
• Planning
• Construction Management

317 Third Street • Suite 5 • Eureka, CA 95501
phone: 707-445-2043 • toll free: 800-660-2043
e-mail: larson@olarson.com
website: www.olarson.com

TRANSMITTAL

TO: Joseph Leach	Date: September 20, 2024
Lesley Milton	Job No. 7402.1
Stephanie Killingsworth	Reference:
	VIA:
	☐ Messenger ☐ Fax No.:
SUBJECT JOB: St. Helena Water Tank #2 PS&E's	☐ Mail ☒ e-mail:
	☐ UPS ☐ FedEx ☐ Other:
SUBMITTED HEREWITH:	**FOR ACTION INDICATED:**
Contract Task Order No. 1 for Repaint of Water Tank No. 2	☒ return signed/executed document to this office
	☐ for your comment or report ☐ call me
	☒ per your request
	☐ for your information ☐ for your action

REMARKS:

Attached is the proposed Task Order (amendment) to the existing City and Oscar Larson & Associates agreement. This work will produce a set of Plans, Specifications and Construction Cost Estimate (PS&E) to complete the work at the Tank No. 2 site.

We request that you review this submittal with intent of proceeding with the completion of this project.

Please respond with any questions.

Copy: File	By: 
	Kenneth G. Davlin, PE, Project Manager

Oscar Larson & Associates TASK ORDER FORM		JN: 7402.1 Task Order #: 1
Project Name:	Tank 2 Rehabilitation for City Project W-101 - Repaint Water Tank #2	
Client:	City of St. Helena Department of Public Works	
Task Requested By:	City Engineer	
Date of Request:	September 20, 2024	
Estimated Completion:	Approximately 18 Weeks after Consultant's Receipt of Notice to Proceed	

Target Estimate: Additional Costs for this Task Order Amendment		
☒ W-101: $35,000.00		
Compensation is to be made on a time and materials basis utilizing the fee schedule in effect at the time the services are provided. The services as estimated, and shown in this Task Order and which are to be provided are ☐ are not ☒ subject to the payment of prevailing wages.		

Task Description:

1. **City Project W-101 Tank #2 Recoating**

1.1. Consultant is to perform the work of this Task Order to prepare Plans, Specifications and Construction Cost Estimate (PS&E) for the work of the Project. The Plan List of Attachment 1 lists the plan sheets estimated to be required for the project. Work includes work by the Consultant to provide services during the City management of the bidding process, including one contractor pre-bid conference, responses to RFI's, evaluation and recommendations on contractor bids. Construction inspection, construction management and 11 month-inspections will be additional work.

1.2. Consultant is to complete the work in approximate accordance with the Schedule of Attachment 2, after Consultant's receipt of authorization to proceed. Consultant will submit 100% PS&E's to City approximately four weeks after Consultant's receipt of City review comments on 90% PS&E's. Consultant requests extension of existing contract to 18 weeks after Consultant's receipt of a Notice to Proceed. Time of performance will depend upon unplannable conditions upon both parties resulting from any virus pandemic issues and the timing of decisions by City.

1.3. Prepare and submit, along with 100% PS&E's to City Engineer, an application for a Building Permit. The period of time for processing of the Building Permit may extend the schedule of Attachment 2. City will pay all fees.

1.4. Tank #2 – Design and PS&E's:

1.4.1. City requests that Consultant perform an inspection of the bonding strength of the existing tank exterior paint by taking samples of the exterior paint, preparing and submitting a report of findings to City. If additional recoating of paint on the exterior of the tank is found to be necessary, the report may become an addendum to the PS&E package prior to bid opening, or a change order to a contractor's contract if results are obtained after bid opening, both at additional cost.

1.4.2. Additional work to the previous tank PS&E scope is:

1.4.2.1. City additionally requests existing eight (8) tank vent screens be replaced by Contractor with new mesh screen per AWWA recommendations. This work was not a part of the original design scope, and OLA agrees to add the design requirements and amend the PS&E's.

1.4.2.2. City additionally requests existing tank overflow screens be replaced with new mesh screen per AWWA recommendations. This work was not part of the original design scope and OLA agrees to add the design requirements and to amend the PS&E's.

1.4.2.3. Engineer will include within the PS&E's a work scope for the contractor to remove grass and weeds on the ground surface within the fenced area.

Oscar Larson & Associates TASK ORDER FORM	JN: 7402.1 Task Order #: 1
Project Name:	Tank 2 Rehabilitation for City Project W-101 - Repaint Water Tank #2
Client:	City of St. Helena Department of Public Works
Task Requested By:	City Engineer
Date of Request:	September 20, 2024
Estimated Completion:	Approximately 18 Weeks after Consultant's Receipt of Notice to Proceed

1.4.2.4. Engineer will include a work scope for the contractor to install a no more than 36-inch high retaining structure at the toe of the encroaching soils from the northerly hillside, and a treatment to the slope to stabilize the soil sloughing of the upgrade soil hillside.

1.4.2.5. City requests that the existing manway on the south side of tank be replaced with a new manway, due to existing damage to the existing manway. This was not a part of the original design scope. OLA agrees to add the requirement to the design and to the PS&E's.

1.4.2.6. Where Consultant had prepared Drawing C5.0, notes 2 and 3 in the 50% design submittal, which notes referred to City removing and replacing cathodic protection hand holes, anodes, wires and other tank components; City additionally has now requested the Contractor, and not the City, do the work of removing, reinstalling, and/or replacing the entire cathodic system, and that the additional work of Consultant be included within this Task Order. Consultant agrees to add this work to the PS&E's. Consultant will revise the PS&E's with recommendations to City that the cathodic system will not be installed nor will be operational until after the 11-month inspection is performed by contractor to confirm that the tank is in satisfactory physical and operating condition; at which time the contractor will install and test the cathodic system. Consultant's work regarding the 11-month inspection will be extra work within the construction management addendum.

1.5. City agrees to pay an additional $35,000.00 to Consultant for the revised and additional work requested for the work of this Task Order.

1.6. Consultant agrees to prepare the tank Project PS&E's to be bid as a single project with a single set of PS&E's for approval, bidding, funding and construction. Estimated number of plan sheets is 5, as shown in Attachment 1 to this Task Order.

1.7. This work scope does not include any electrical system design.

1.8. The estimated project schedule is shown in Attachment 2 to this Task Order.

1.9. The basis of the cost for services is shown in Attachment 3 to this Task Order.

2. Parties agree to assign Kenneth G. Davlin, PE, as the Project Manager of Consultant's design team, and Gregory M. Hall, PE, as Project Engineer.

3. Permit fees, permit processing costs, any environmental studies, permits or reports, the payment of or reporting upon prevailing wages to this project, any construction management or inspection, and any additional field investigations and reports will be additional costs to this work scope.

Justification: Requested by Client.

Oscar Larson & Associates **TASK ORDER FORM**		JN: 7402.1 Task Order #: 1
Project Name:	Tank 2 Rehabilitation for City Project W-101 - Repaint Water Tank #2	
Client:	City of St. Helena Department of Public Works	
Task Requested By:	City Engineer	
Date of Request:	September 20, 2024	
Estimated Completion:	Approximately 18 Weeks after Consultant's Receipt of Notice to Proceed	

Client's Authorization Signature:	*Title:*	*Date:*

Oscar Larson & Associates Use Only	
Job #: 7402.1 **Phase:** **Project Manager:** Kenneth G. Davlin, PE	**Identifier Used on Billings:** **TO #:** 1
Comments:	
☒ *Task assignment accepted*	☐ *Request modification and reissuance of task request*

Consultant's Authorization Signature:	*Title:*	*Date:*
Kenneth G. Davlin, PE	Project Manager	

Attachments:

1. List of Plan Sheets for Project W-101

   G1 Cover Sheet
   G2 Notes, Legend and Abbreviations
   C1 Site Plan
   C2 Tank Photo and Handhold Detail
   C3 Site Detail Sheet

2. Project Time Schedule

3. Estimate of Consultant's Costs

City of St. Helena Attachment 1 to Task Order #1

W-101 - Tank #2 Recoating

SHEET NO.	DRAWING NO.	DESCRIPTION
1	G1	COVER SHEET
2	G2	NOTES, LEGEND AND ABBREVIATIONS
3	C1	SITE PLAN
4	C2	TANK PHOTO AND HANDHOLD DETAIL
5	C3	SITE DETAIL SHEET

City of St. Helena
Engineering and Design Services for Revised W-101 (Tank #2)

	Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22
1	Project Management																						
2	Exterior Paint Sampling and Report																						
3	Prepare 90% Plans & Submit to City (General, Civil, Detail Plans)																						
	W-101 (Tank #2)																						
	W-101 City Review & Response																						
4	Prepare 90% Specs & Submit to City																						
	W-101 (Tank #2)																						
	W-101 City Review & Response																						
5	Prepare 90% Cost Opinion & Submit to City																						
	W-101 (Tank #2)																						
	W-101 City Review & Response																						
6	Prepare 100% PS&E's & Submit to City																						
	W-101 (Tank #2)																						
	W-101 City Review & Acceptance/Process																						
7	City Bid Process - 5 Weeks																						
	W-101 (Tank #2)																						
8	OLA Support During Bidding																						
	W-101 (Tank #2)																						
9	City Contractor Award Process																						
	W-101 (Tank #2)																						

Oscar Larson & Associates
Engineering - Planning - Construction Management

City of St. Helena **Water Storage Tank No 2**

12-Sep-24

Estimated Man-hours and Proposed Budget for Preparation of PS&E's for 16 week Project plus Two weeks for City Award

	Task	Principal In Charge	Project Manager	Project Engineer	Design Engineer	Drafter	Clerical	Travel Time	Total Labor	Expenses	Subconsultant	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	$	15%	$	$
		$220	$210	$146	$100	$90	$82	$60		$		
	Project Management - 18 Weeks	-	18.0				20.0		$ 5,420	$ 813		$ 6,233
											$ -	
1	**Project Kick Off & Meetings**										$ -	
	Kick Off Meeting/Coord with City			8.0				8.0	$ 1,168	$ 475	$ -	$ 1,643
	Site Inspection - Not Required at this time								$ -	$ -	$ -	$ -
			-	-	-	-	-		$ -	$ -	$ -	$ -
2	**Paint Sample Subcontractor**		2.0	4.0			2.0		$ 1,168	$ 175		$ 1,343
	Paint Adhesion Samples and Report per ASTM D3359			4.0			1.0		$ 666	$ 100	$ 4,025	$ 4,791
3	**Geotechnical Investigation**											$ -
	Previously Completed - None PLanned			-	-	-	-	-	$ -			
									$ -			
9	**Prepare Plans**								$ -			
	Sheet 1- Cover Sheet		1.0	2.0	-	2.0			$ 682	$ 102	$ -	$ 784
	Sheet 2 - Notes and Legend		1.0	2.0	-	2.0			$ 682	$ 102	$ -	$ 784
	Sheet 3 - Site Plan		1.0	4.0	-	2.0			$ 974	$ 146	$ -	$ 1,120
	Sheet 4 - Tank Photos and Handhole Detail		1.0	4.0	-	2.0			$ 974	$ 146	$ -	$ 1,120
	Sheet 5- Detail Sheet		1.0	10.0	-	4.0	-		$ 2,030	$ 305	$ -	$ 2,335
	90% Submittal to City	-	1.0	6.0	4.0	-	2.0		$ 1,650	$ 248	$ -	$ 1,898
	100% Submittal to City		1.0	6.0	4.0	-	2.0		$ 1,650	$ 248	$ -	$ 1,898
									$ -			
10	**Prepare Specifications**								$ -			
	50% Submittal to City- (Complete)		-	-			-		$ -	$ -	$ -	$ -
	90% Submittal to City		2.0	12.0	-		6.0		$ 2,664	$ 400	$ -	$ 3,064
	100% Submittal to City		2.0	6.0	-		4.0		$ 1,624	$ 244	$ -	$ 1,868
									$ -			
11	**Prepare Cost Estimate**		2.0	10.0	4.0		1.0		$ 2,362	$ 354	$ -	$ 2,716
									$ -			
12	**Respond to RFI's & Other Bidding Services**		2.0	12.0	4.0		4.0		$ 2,900	$ 435	$ -	$ 3,335
									$ -			
13	**Perform Construction Inspection**		-	-	-	-	-		$ -	$ -	$ -	$ -
	Amendment to consultant's agreement								$ -			
14	**Prepare Record Drawings**		-	-	-	-	-		$ -	$ -	$ -	$ -
	Amendment to consultant's agreement								$ -			
	Total	-	35.0	90.0	16.0	12.0	42.0	8.0	26,614.0	4,292.1	4,025.0	34,931.1
					-							
	Budget Estimate - Rounded Up				-							**$ 35,000**

1. Construction Contract will be open for 12 months beyond completion of construction. Consultant will inspect Paint at 11th month after construction.
If Paint meets specs, Contract will schedule one month for Contractor to comnnect the CPS system and then contract will be complete at end of 12th month.
2. Consultant and City will sign change order at 12th month for Engineer to perform inspection, reports to City of Contractor CPS connection and Contract close out.
3. Consultant contract for Construction management will be an amendment to contract at time of Contractor Award.
4. in the event that the adhesion tests find paint bonding deficiencies, there will need to be an amendment to add work to this scope.

Oscar Larson & Associates
Engineering - Planning - Construction Management

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	October 22, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	Resolution Honoring Senator Bill Dodd's 25 Years in Public Service
RECOMMENDED ACTION:	Adopt
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	Honoring Senator Dodd
FINANCIAL IMPACT:	N/A

DISCUSSION:

Senator Bill Dodd has spent 25 years in public service and is ending a stellar political career representing California's 3rd Senate District in the heart of the scenic North San Francisco Bay Area. The fifth-generation Californian grew up in Napa and was a successful business owner before being elected to the Napa County Board of Supervisors in 2000, the state Assembly in 2014, and the state Senate in 2016. During his tenure, he established himself as the most prolific lawmaker in the Legislature, authoring 126 bills that were signed into law.

DOCUMENTS ATTACHMENTS:

Attachment 1 - Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Resolution Honoring Senator Bill Dodd's 25 Years in Public Service

RECITALS

Whereas, Sen. Bill Dodd has spent 25 years in public service and is ending a stellar political career representing California's 3rd Senate District in the heart of the scenic North San Francisco Bay Area. The fifth-generation Californian grew up in Napa and was a successful business owner before being elected to the Napa County Board of Supervisors in 2000, the state Assembly in 2014, and the state Senate in 2016. During his tenure, he established himself as the most prolific lawmaker in the Legislature, authoring 126 bills that were signed into law; and

Whereas, the 3rd Senate District includes all of Napa and Solano and Yolo counties and portions of Contra Costa, Sacramento and Sonoma counties – but we proudly call Bill "ours." He has worked tirelessly for the benefit of all the residents of our county; and

Whereas, those efforts include chairing the Senate Governmental Organization Committee, co-chairing the Senate Select Committee on California's Wine Industry, and serving on several other important committees; and

Whereas, Senator Dodd's work has spanned many topics – from improving public education and the environment to data privacy and protecting seniors. As a senator representing wildfire-torn Napa and Sonoma counties, he has been a leader on wildfire safety and prevention legislation, authoring numerous bills to protect Californians from future infernos and accompanying utility rate hikes; and

Whereas, before his election to the Senate, he represented the 4th Assembly District. In the Assembly, he advanced a balanced, sustainable budget that invests in our education system from preschool through higher education, and promoted career technical education, and he helped establish the state's Earned Income Tax Credit. He helped create the Berryessa Snow Mountain National Monument – preserving over 330,000 acres of the California Coast Ranges in Napa, Yolo, Solano, Lake, Colusa, Glenn and Mendocino counties; and

Whereas, before entering the State legislature, Senator Dodd served for 14 years on the Napa County Board of Supervisors. His accomplishments include being instrumental in completing Napa's flood control project, and securing $1 billion of investment in local businesses. He served on numerous government and boards and commissions, most importantly including the Metropolitan Transportation Commission; and

Whereas, before entering public service in 2000, Senator Dodd, a proud graduate of California State University, Chico was a successful small business owner. He owned and operated one of the largest full-service Culligan Water operations in California, and

served as president of the water quality industry's state and national trade associations. He served his community locally through his participation in many activities, including a term on the Napa County Grand Jury. The Napa Chamber of Commerce recognized the philanthropic efforts of Senator Dodd and his wife Mary by awarding Senator Dodd "Citizen of the Year" for their fundraising for local charities; and

Whereas, Senator Dodd has supported initiatives that provided financial assistance benefiting the City of St. Helena. His efforts have included regional and local infrastructure investments across Napa County, where St. Helena is located. For instance, he has been involved in securing funds through programs aimed at improving roads and transportation networks. Specifically, St. Helena was allocated funding as part of a broader road and maintenance investment initiative targeting local cities and counties in the region; and

Whereas, Senator Dodd has supported efforts aligned with transportation and safety improvements, and his influence has helped bring resources into smaller municipalities like St. Helena. These efforts reflect his commitment to addressing infrastructure challenges throughout the district; and

Whereas, Senator Dodd leaves a legacy of devotion not only to public service and his constituents, but also to his family. We all know how important family is to Senator Dodd and how devoted he has been to his wife Mary, their five grown children, and their thirteen grandchildren.

RESOLUTION

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

1. The City of St. Helena honors Senator Bill Dodd's 25 years in public service.

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024 by the following vote:

Mayor Dohring:

Vice Mayor Hall:

Council Member Chouteau:

Council Member Kenealy:

Council Member Summers:

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Finance

DATE:	October 22, 2024
FROM:	Martin Beltran, Senior Management Analyst
SUBJECT:	Discussion of Potential Activities and Projects for Inclusion in the 2024 Community Development Block Grant (CDBG) Applications; and (1) Consideration of Approval of a Resolution Approving Applications for Funding, and (2) the Execution of a Grant Agreement and any Amendments thereto from the 2024 Funding Year of the State CDBG Program.
RECOMMENDED ACTION:	Recommendation of Approval of a Resolution Approving Applications for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2024 Funding Year of the State CDBG Program.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve the list of activities and projects that should be included in the application submittals for funding under the 2024 Community Development Block Grant program.
FINANCIAL IMPACT:	If each activity/project is awarded, the total financial impact is estimated to be $3.6 million in additional grant revenues.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program authorizes the use of funds to assist low- and moderate-income families or aid in the prevention or elimination of slums or blight.

On August 30, 2024, the California Department of Housing and Community Development (Department) announces the availability of approximately $34 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2024 funding year. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods.

The City is required to conduct public outreach regarding potential CDBG projects/activities that could be considered for the current application period including holding a public hearing to discuss the potential application(s) and allow for public input.

Project/Activity Selection

In order to be considered eligible, a suggested project/activity must address one or more of the three national objectives:

1. Benefit to low- and moderate-income persons; or
2. Aid in the prevention or elimination of slums and blight; or
3. To meet an urgent need.

The benefit to low- and moderate-income persons is the most predominately used National Objective. In order to benefit low- or moderate-income persons, the project/activity must either benefit an area that is comprised of at least 51% low- or moderate-income households, or the program benefits individually qualified households (i.e., each participating household is income certified).

Application deadlines are as follows:

CDBG NOFA Releases	August 30, 2024
Submission Portal for All Solicitation Opens	October 29, 2024
Application for Competitive Solicitation Closes	December 30, 2024
Application for OTC Solicitation Closes	When funds are exhausted or December 30, 2024, whichever comes first

Eligible cities and counties may submit Community Development and Housing applications for CDBG funds under the 2024 NOFA for a maximum of $3.6 million for up to three activities.

The maximum number of applications a jurisdiction can apply for is three (3) applications in this 2024 NOFA and are as follows:

- 1 Over-the-Counter (OTC) Project + 1 OTC Program + 1 Competitive -OR-
- 1 OTC Project + 2 Competitive -OR-
- 1 OTC Program + 2 Competitive.

*Note: 2 OTC Project, 2 OTC Program, or 3 Competitive applications are not allowed

The funding limits for the 2024 NOFA are as follows:

- Total grant award for all activities combined per jurisdiction shall not exceed $3.6 million.
- Competitive Applications shall not exceed $300,000.
- OTC Project application limit shall not exceed $3.3 million.
- OTC Program application limit shall not exceed $1.5 million.

Activity Limits

i) Competitive Applications
- Public Service – up to $300,000
- Planning – up to $300,000

ii) Over-the-Counter (OTC) Applications
- Projects – up to $3.3 million
- Housing Programs – up to $1.5 million
  - A Housing Program can include the following activities.
    - 13A – Housing Counseling
    - 13B – Single Family (1 - 4 units) Homeownership Assistance
    - 14A – Single Family (1 - 4 units) Housing Rehabilitation
    - 14F – Single Family (1 - 4 units) Energy Efficiency Improvements
    - 15 – Code Enforcement

Economic Development Programs – up to $1.5 million
An Economic Development Program can include the following activities.
- 18A – Economic Development Direct Financial Assistance to For-Profit Business
- 18B – Economic Development Technical Assistance
- 18C – Economic Development: Microenterprise Assistance

A comprehensive list of eligible activities under this NOFA can be found in Attachment 3: CDBG Matrix Code Categories.

DISCUSSION:
On October 8, 2024, a public hearing was held to discuss potential projects/activities to include in the 2024 application. Based on discussions in the October 8, 2024 public hearing, City staff is making the following recommendations for activities to be included in the 2024 NOFA applications:

Over the Counter Program: Economic Development - Funding request of $750,000
Funding will be used for a Business Assistance Program for the purpose of establishing a business assistance revolving loan fund, which will provide 1% interest loans to small and medium sized businesses in the City of St. Helena to assist with job creation and retention of low-moderate income jobs. In addition, the program will be structured that in specific cases where businesses show an extreme financial need, the loans may be forgiven.

The City was previously awarded $500,000 under the CDBG 2021 NOFA for Economic Development for Business Assistance. This program offered forgivable loans to businesses affected by the Covid-19 pandemic to help them retain or create jobs for low-to-moderate income individuals. The success of this program will enhance the appeal of the 2024 application.

Rehabilitation: Energy Efficiency Improvements for multiple sites - Funding request not-to-exceed of $2,850,000

The City is exploring opportunities to enhance energy efficiency at various affordable housing locations throughout the City, including Hunt's Grove and Stonebridge Housing. It was identified that both sites would be benefit from energy efficient upgrades. These would include electrical panel upgrades and electrical heat pump replacements. Part of the upgrades would include the purchase and installation of EV chargers for both sites. EV chargers are allowable under CDBG, however, it must be undertaken in conjunction with and incidental to the rehabilitation of a dwelling unit(s).

A component of the proposed project will expand and improve parking for Hunt's Grove Apartments. The apartment complex was built on City property and has been in existence since 1991. The property is leased to Hunt's Grove (Bridge Housing Corporation) and is comprised of affordable housing units. There has been an on-going parking related issue at Hunt's Grove Apartments. The City previously submitted an application for the Hunt's Grove parking lot improvements project as part of the 2021 CDBG NOFA.

The proposed project costs are still being finalized based on a needs assessment that City staff is conducting with the two property sites. Staff is continuing to work with both properties and will develop a finalized plan for the project and cost details prior to application submittal. Staff is recommending the maximum allowable not-to-exceed project amount of $2,850,000, but it is likely that the grant request will be submitted for a lower amount as the specifications and costs are refined.

To document and formalize the Council's direction, a Resolution prepared by HCD is required to be adopted and submitted as part of the application. Therefore, staff recommends the Council adopt the Resolution shown in Attachment 1.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Attachment 1: Resolution
Attachment 2: 2024 CDBG Notice of Funding Availability
Attachment 3: Matrix Code Categories

Resolution of the Governing Body

RESOLUTION NO. 2024-

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2024 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the **City** of St. Helena as follows:

SECTION 1:
The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $3,600,000 for the following CDBG activities, pursuant to the and 2024 CDBG NOFA:

List activities and amounts

Activity (*e.g. Public Services, Infrastructure, etc.*)	Dollar Amount Being Requested for the Activity
Economic Development: Business Assistance	$ 750,000
Project: Rehabilitation Energy Efficiency Improvements for multiple sites	$ 2,850,000
	$
	$
	$

SECTION 2:
The **City Council** hereby approves the use of Program Income in an amount not to exceed $0.00 for the CDBG activities described in Section 1.

SECTION 3:
The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:
The **City Council** hereby authorizes and directs the Mayor or designee*, to execute and deliver all applications and act on the **City**'s behalf in all matters pertaining to all such applications.

SECTION 5:
If an application is approved, the Mayor or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement), any recordable or

nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:
If an application is approved, the Mayor or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the **City** of St. Helena held on 10/22/2024 by the following vote:

AYES:	ABSENT:
NOES:	ABSTAIN:

Paul Jamison Dohring, Mayor
City Council

STATE OF CALIFORNIA
City of St. Helena

I, Cindy Tzafopoulos, **City** Clerk of the **City** of St. Helena, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 22nd day of October, 2024 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Cindy Tzafopoulos, **City** Clerk of the **City** of St. Helena, State of California

By: Cindy Tzafopoulos, City Clerk

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE
651 Bannon Street, 7th Floor
Sacramento, CA 95811
(916) 263-2771
www.hcd.ca.gov

August 30, 2024

MEMORANDUM FOR: **All Potential Applicants**

FROM: Jenny Cho, Deputy Director
Division of Federal Financial Assistance

SUBJECT: **2024 Community Development Block Grant Program Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is announcing the release the 2024 Notice of Funding Availability (NOFA) for approximately $34 million in federal funds for the Community Development Block Grant (CDBG) program.

Funding for this NOFA is available to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing and Community Development Act of 1974, as amended, and **24 Code of Federal Regulation (CFR) Part 570 Subpart I** "State Community Development Block Grant Program." These regulations require the state to make funds available to the state's non-entitlement Units of General Local Government (UGLGs). Units of General Local Government are defined by HUD as political subdivisions of the state, which in California are towns, cities, and counties. Only non-federally recognized Tribes can receive funding through applications submitted by non-entitlement Units of General Local Government. No direct funding from the Department can be provided to Tribes, Tribally-Designated Housing Entities, or nonprofits.

Applicants are encouraged to set-up profiles in the eCivis Portal at **eCivis Portal | Login** as early as possible. Profile set-up instructions and other technical assistance can be found in the eCivis Grants Network External User Manual found on the Department's CDBG webpage under the "Resources" tab.

Applicants are encouraged to begin the application process early to ensure successful submission before the application deadline. If you have issues logging into the portal or have questions on how to complete the online application, please contact the Department at cdbg@hcd.ca.gov.

To receive CDBG program NOFA FAQs, emails, and other information and updates, please sign up for emails and check the "Federal Programs" box. **If you have any questions, please submit them** to **cdbg@hcd.ca.gov.**

All activities in this NOFA are subject to availability of funds and continuing HUD and legislative authority.

Attachments

Community Development Block Grant Program
2024 Notice of Funding Availability

Gavin Newsom, Governor
State of California

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

Division of Financial Assistance, Federal Programs Branch, **Community Development Block Grant Program**
651 Bannon Street, 7th Floor, Sacramento, CA 95811
Email: cdbg@hcd.ca.gov

August 30, 2024

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I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) announces the availability of approximately $34 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2024 funding year.

The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods.

Applicants are expected to plan activities that will reduce disparities and increase racial and socioeconomical equity in their communities. Applicants are to ensure all eligible persons receive equitable access to services, and are served with dignity, respect, and compassion regardless of circumstance, ability, or identity, which includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance abuse vulnerabilities, people with limited English proficiency, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support.

All applications will be reviewed for completeness and compliance with state and federal requirements. Only complete and compliant applications will be eligible for application review, approval, and potential funding per **42 U.S.C. §5302(a)**, **24 CFR Part 570** and the **State CDBG Guidelines**.

B. Estimated Timeline

CDBG NOFA Releases	August 30, 2024
Submission Portal for All Applications Opens	October 29, 2024, at 9AM P.D.T.
Application for Competitive Solicitation Closes	December 30, 2024, at 3PM P.D.T.
Application for OTC Solicitation Deadline	When funds are exhausted or December 30, 2024, at 3PM P.D.T., whichever comes first
Contract Execution for Competitive Applications	May 2025

Contract Execution for OTC Applications	Rolling basis starting May 2025
Expenditure Deadline	2 years, 9 months from contract execution

Applications submitted before the application open date or after the respective closing date or deadline will not be accepted. There will be no exceptions. The Department **recommends Applicants plan to submit their application(s) well before the application deadline** to provide opportunity for troubleshooting if needed.

Each application will be digitally time-stamped upon submittal.

If this NOFA is undersubscribed, unawarded funds may be made available under a subsequent NOFA. If funds become disencumbered between this NOFA release and the application deadline, the disencumbered funds may be made available under this NOFA or any subsequent NOFA's, at the department's discretion. If disencumbered funds exceed applications, the disencumbered funds will be made available under a subsequent NOFA.

C. What is new in this NOFA

1. A comprehensive list of eligible activities under this NOFA can be found here: **IDIS CDBG Matrix Code/National Objective Table**.
2. Public Service and Planning activities are eligible under a Competitive Application process.
3. Housing Program and Economic Development Program activities are eligible under an Over-The-Counter application process.
4. Economic Development Programs and Housing Programs with multiple activity types (e.g., ED Assistance to For-Profits and Micro-Enterprise Assistance or Homeownership Assistance and Housing Rehabilitation) will be considered as a single application and, if awarded, will be funded under a single Standard Agreement.
5. Maximum number of applications a jurisdiction can apply for has **increased** from one (1) application in the 2023 NOFA Amendment #1 to three (3) applications in this 2024 NOFA and are as follows:
    - 1 OTC Project + 1 OTC Program + 1 Competitive **-OR-**
    - 1 OTC Project + 2 Competitive **-OR-**
    - 1 OTC Program + 2 Competitive.

    ****Note**: 2 OTC Project, 2 OTC Program, or 3 Competitive applications are **NOT** allowed.

6. Funding limits have been updated as follows:
    i) Total grant award for all activities combined per jurisdiction shall not exceed $3.6 million.
    ii) Competitive Applications shall not exceed $300,000.
    iii) OTC Project application limit shall not exceed $3.3 million.
    iv) OTC Program application limit shall not exceed $1.5 million.
7. Application Process
    i) A complete application consists of:
        a. One Main Application **-AND-**
        b. One Sub Application **PER** Matrix Code
            *For a complete Housing or Economic Development Program application, a Sub Application is required for **each** activity (matrix code) for the program.
    ii) All applications must be submitted through the eCivis Grants Network Portal before the applicable closing date and/or deadline.
8. Applications must demonstrate Build America, Buy America (BABA) compliance, as applicable.
9. In accordance with **CDBG Program Guidelines** Section 202(a)(2), 50 Percent Rule, Grantees shall be ineligible to apply for any additional CDBG funds for Public Services or Planning activities unless, at the time of application submission, the grantee has expended at least 50 percent of CDBG funds previously awarded for such an activity. To encourage timely expenditure, this will mean ANY Planning grant or Public Service grant, regardless of matrix code.
10. For all CDBG-funded programs including Public Services and Housing or Economic Development programs, threshold documentation of site control can be satisfied with a current lease for the location from which the program will operate and a signed statement from the authorizing official that the grantee intends to extend the lease upon expiration. A new or renewed lease must be submitted at expiration of the current lease.
11. Membership in local Continuum of Care (CoC) is now a requirement for activities involving homelessness assistance.
12. Permit requirements have been added to competitive projects.
13. Authorized Signatory for cities must be the Mayor or Mayor pro tempore unless there is an ordinance or municipal code designating another position.

14. Completed Law and Authority topic worksheets must be included with all Environmental Review Records.
15. All OTC applications must demonstrate readiness to the satisfaction of the Department.

D. Authorizing Legislation

Funding under this NOFA is made available pursuant to the Housing and Community Development Act of 1974. This NOFA should be read in conjunction with the following statutes, regulations, and guidelines that establish state and federal CDBG requirements. Relevant legal authorities include, but are not limited to, the following:

- **24 Code of Federal Regulations (CFR) §570.480, et. Seq**, Federal CDBG Regulations
- **24 CFR Part 58**, Environmental Review Procedures
- **2 CFR Part 200**, Uniform Grant Administration Requirements
- **Health & Safety Code (HSC) §§50825-50834**, State of California CDBG program
- **CDBG Final Program Guidelines**
- **2020-2024 State of California Consolidated Plan**
- **2024-2025 State of California Annual Action Plan**

If there are changes to federal or state statutes, regulations, guidelines, or other laws governing the CDBG program, or if funding is modified by Congress, HUD, the Department, or the state Legislature, these changes may become effective immediately and apply to activities under this NOFA.

Note: The Housing and Community Development Act of 1974 (HCDA) is codified as Title **42 U.S.C. §5301, et. seq.**: thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA **105(a)(22)** and **42 U.S.C. §5305(a)(22)** are references to the same statute language. For the purposes of this NOFA, we will use the **42 U.S.C. §5301** citations for references to the federal statutes.

In administering this NOFA, if there is a conflict between the federal statutes or regulations and state statutes or guidelines, the federal statutes and regulations shall prevail. All activities in this NOFA are subject to availability of funds and continuing HUD and California legislative authority. The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions.

The Department will notify interested parties through listserv emails and by posting notification on the Department website if the Department rescinds, suspends, or

amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.

II. Allocation and Funding

Funds will be allocated in accordance with federal regulations found in **24 CFR §570** and state statute, as found in **HSC §50827, et seq.** For more information, please reference the **CDBG Guidelines, Section 200**.

The table below include the estimated percentage of Funding Allocations for the 2024 NOFA:

Funding Allocation	Percentage	Estimated Dollar Amount
Local Administration	7%	$2,500,000.00
Competitive Awards (Public Service) (24 CFR 570.201(e)(1))	≤15%	$5,400,000.00
Competitive Awards (Planning) (24 CFR 570.483(b)(5))	≤10%	$3,600,000.00
Over-the-Counter Awards (Housing Projects, Economic Development Projects, Housing Programs, Economic Development Programs)	59%	$20,500,000.00
Colonias Set-Aside (Section 916 of the National Affordable Housing Act)	Set-aside of 5%	$1,800,000.00
Non-federally recognized Tribes Set-Aside (HSC §50831)	Set-aside of 1.25%	$455,000.00

***Note:** The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice.

A. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in 42 U.S.C. §5302(a), 24 CFR Part 570, and the State CDBG Guidelines.

III. Program Requirements

All Program Requirements, Application Requirements, Application Threshold and Initial Requirements, and Application and Activity Requirements set forth in Sections III-VI must be met. Failure to timely satisfy all of the requirements will result in disqualification.

A. Eligible Applicants

1. Only non-entitlement Units of General Local Government such as cities, counties and municipalities are eligible to apply. Federally recognized Tribes, non-federally recognized Tribes, and nonprofits may receive assistance only by entering into a subrecipient agreement*, a Memorandum of Understanding, or a contract with an eligible Applicant.

   *A subrecipient agreement is a written agreement in effect for each subrecipient before giving out any CDBG funds and remaining in effect for the period during which a subrecipient has control over any CDBG funds, including Program Income. At a minimum, a subrecipient agreement must contain content required by the federal CDBG regulations at 24 CFR §570.503.

2. Applicants must meet one or more of the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:
   i) An eligible Applicant may apply on its own behalf.
   ii) An eligible Applicant may apply on behalf of one or more other eligible Applicants.
   iii) Two or more eligible Applicants, which share an activity, may submit a joint application.
   iv) An eligible Applicant may apply on behalf of an eligible subrecipient including a non-federally recognized Tribe or nonprofit.
   v) In addition to Activity and application limits identified in this NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's Jurisdiction when the Applicant is applying for funds set aside by the California State Legislative for non-federally recognized Tribes (HSC §50831) and/or Colonias.

B. Non-Entitlement Status

CDBG program funds are provided as grants to Non-Entitlement Units of General Local Government (UGLGs). These UGLGs are encouraged to partner with federally- and non-federally recognized Tribes, districts, agencies, nonprofit service providers, and other community organizations, whenever appropriate, to prepare and submit applications for CDBG funding, and to administer and complete CDBG-funded programs and projects.

Incorporated cities located in an urban county as defined by **42 U.S.C. §5302 (a)(6)** must formally elect to be excluded from participation in the urban county entitlement status. HUD and the Department must be notified that the city has elected to be excluded from the urban county participation as per **24 CFR 570.307(g)** for it to be eligible for the state CDBG program. Only eligible activities from eligible Applicants will be considered for an award.

Applications for eligible activities outside the Applicant's Jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the State CDBG program and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

C. Housing Element Compliance

As per **HSC §50829**, the Applicant must, at a minimum, submit a draft or adopted housing element to the Department in accordance with the requirements listed in **Government Code (GC) §65580, et seq**., and **GC §65585** (see Appendix B) prior to an application submission. Jurisdictions who fail to complete the Housing Element compliance process in a timely manner will be ineligible for funding until the Housing Element meets requirements pursuant to **H.S.C. 50829** and **50830**. Per **CDBG Guidelines, Section 202(a)(4)**, by the time of award funding, the Applicant must have complied with all the Housing Element requirements listed in **H.S.C. 50829** and **50830**.

D. Growth Control Limitations

Applicants that have adopted growth controls, including, but not limited to, restrictions on residential building permits and residential buildable lots, that do not meet the exception criteria in **HSC §50830 (b) and (c)** are ineligible for funding as per **HSC §50830**. Applicants intending to apply for CDBG funds are required to submit a signed 2024 CDBG Application Certifications and Statement of Assurances form that certifies the Applicant has not adopted any residential growth controls or adopted residential growth controls meet the applicable exception criteria. Failure to submit an executed Application Certifications and Statement of Assurances at the time of application will result in Applicant ineligibility.

E. Limits for Administration and Planning

1. Program Administration

   The Department can use 3 percent of the total funding +$100,000 for administration costs.

2. General Administration (GA)

   i) Applicants may request up to 7 percent of the total CDBG grant funding requested by that Applicant for General Administration (GA). For detailed information regarding General Administration costs, see **Chapter 6: Financial Management** of the current posted version of the CDBG Grants Management Manual (GMM), as may be amended, which is found on the CDBG page of the Department's website.

   ii) The calculation to determine the maximum allowable General Administration amount is the amount of Activity expenses plus Activity Delivery expenses, multiplied by 7 percent. Appendix G has been provided for ease of calculation.

   iii) In general, there should be minimal GA. Staff time and/or work completed directly on a specific Activity should be reported as Activity Delivery Cost (ADC) whereas the overall management of the CDBG Program, such as NOFA webinars and Office Hours, should be reported as GA.

   iv) For detailed information regarding ADC, see **Chapter 6: Financial Management** of the current posted version of the CDBG GMM, as may be amended, which is found on the CDBG page of the Department's website.

   v) GA should be requested in the Main Application for the aggregate amount of all Sub Applications.

3. GA for Program Income (PI) funds is 17 percent of the annual PI receipts for the most recently completed Department Program Year (e.g., for PY 2023, receipts PY 2022 (July 1, 2022 – June 30, 2023).
4. Applicants may elect to assign more funds to Activity costs and take less than the 7 percent (17 percent for Program Income) as their GA allocation.
5. For project budgets with both grant award and PI as funding sources, applications must identify how much GA will be from each source to ensure that GA stays within the appropriate program caps.

F. Insufficient Demand

If there is insufficient demand under this NOFA, the Department will make the unused funding available under subsequent CDBG NOFA(s).

G. Eligible Activities

For a complete list of eligible activities allowed under the HCDA, go to **42 U.S.C. §5305** and **Chapter 2** of the current version of the CDBG Grants Management Manual which is found on the CDBG page of the Department's website. For a list of eligible activities allowed under this NOFA, go to: **IDIS CDBG Matrix Code/National Objective Table (ca.gov)**.

Pursuant to both federal and state laws all CDBG costs must:

1. be eligible;
2. be necessary;
3. be reasonable;
4. not be used to supplant local or state resources; and
5. be guarded against fraud.

H. Application Limits

1. Each Jurisdiction can submit up to three (3) applications during this NOFA cycle.
    i) 1 OTC Project + 1 OTC Program + 1 Competitive **-OR-**
    ii) 1 OTC Project + 2 Competitive **-OR-**
    iii) 1 OTC Program + 2 Competitive.

    ****Note**: 2 OTC Project, 2 OTC Program, or 3 Competitive applications are **NOT** allowed.
2. The two (2) Competitive Applications can be 2 Public Service, 2 Planning, or 1 Public Service and 1 Planning Application.
3. The maximum combined award amount per jurisdiction is $3.6 million. Each activity must have a unique Sub Application with a complete budget, National Objective, scope of work, and milestone timeline.
4. For Housing and Economic Development Programs with multiple matrix codes, the Main Application's Budget will need to breakdown the total amount requested by each matrix code activity.
5. Applicants are encouraged to review the sample draft Standard Agreement in Appendix K as a sample of the applicable terms and conditions required for CDBG funded activities.
6. The $3.6 million per jurisdiction limits do not apply to Colonias and Native American set-asides. The maximum activity limits are listed below. Program Income (PI) included in an activity budget does not count against the Jurisdiction's maximum award limit.
7. Activity Limits
    i) Competitive Applications

- Public Service – up to $300,000
- Planning – up to $300,000

ii) Over-the-Counter (OTC) Applications

- Projects – up to $3.3 million
- Housing Programs – up to $1.5 million
    - A Housing Program can include the following activities. Each activity must have its own Sub Application.
        - ◇ 13A – Housing Counseling
        - ◇ 13B – Single Family (1 - 4 units) Homeownership Assistance
        - ◇ 14A – Single Family (1 - 4 units) Housing Rehabilitation
        - ◇ 14F – Single Family (1 - 4 units) Energy Efficiency Improvements
        - ◇ 15 – Code Enforcement
- Economic Development Programs – up to $1.5 million
    - An Economic Development Program can include the following activities. Each activity must have its own Sub Application.
        - ◇ 18A – Economic Development Direct Financial Assistance to For-Profit Business
        - ◇ 18B – Economic Development Technical Assistance
        - ◇ 18C – Economic Development: Microenterprise Assistance

8. Code Enforcement – Changes. Different from previous years, to align with HUD's directive regarding code enforcement programs, the Code Enforcement activity will only be eligible under the Housing Program application. Per HUD, code enforcement is defined as a process whereby local governments gain compliance with ordinances and regulations regarding health and housing codes, land use and zoning ordinances, sign standards, and uniform building and fire codes. The CDBG program expects the focus of code enforcement to be on health and safety issues in **buildings and structures**.
    - To gain compliance with HUD's intent for the program, applicants are required to demonstrate a $1:$2.50 ratio of code enforcement to housing rehabilitation availability. That is to say, for every $1 of code enforcement funds requested, Applicants must have $2.50 in demonstrated or applied for funds for a Housing Rehabilitation Program.

a. "Demonstrated" refers to housing rehabilitation program(s) already in existence within the Applicant's jurisdiction.

b. "Applied for" funds refers to a housing rehabilitation program through this Application.

I. Additional Requirements

1. Americans with Disabilities Act and Physical Accessibility Requirements
    i) The Grantee shall ensure compliance with all applicable state and federal building codes and accessibility laws and standards. All developments shall adhere to the accessibility requirements set forth in: (i) California Building Code Chapters 11A and 11B; (ii) the federal Fair Housing Act (**42 U.S.C. § 3601** et seq.) and its regulations at **24 CFR part 100** (particularly **24 CFR 100.205**), and its design and construction requirements, including ANSI A117.1-1986, and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994; and (iii) the Americans with Disabilities Act of 1990 (**42 U.S.C. § 12101 et seq.)** and its Title II and Title III regulations at **28 CFR parts 35 and 36**; and Section 504 of the Rehabilitation Act of 1973 (**29 U.S.C. § 794**) and the implementing HUD regulations at **24 CFR Part 8**.
2. Construction Standards/Requirements
    i) All residential construction Projects, where applicable, must comply with the housing construction codes of the State of California. All units must meet these codes as well as any locally adopted codes and ordinances. Housing construction codes for building in California follow federal and state laws, regulations, and adaptions for construction of single family and multifamily units. The **State Housing Law Program** within the Department continuously refines the building standards to ensure they comply with new or changing laws and regulations and develops statewide building standards for new construction of all building types and accessories. The **State Housing Law Program** also develops the building standards necessary to provide accessibility in the design and construction of all housing other than publicly funded housing. The building standards are published as the **California Building Standards Code** under the California Code of Regulations, Title 24, and construction standards in the Standard Agreement must meet or exceed all applicable requirements for housing or building construction. Tribal Entities with Projects on Native American Lands are required to follow their own tribal building codes or the International Building Code.

IV. Application Requirements

A. National Objectives

CDBG-funded activities must meet the following National Objective:

- Benefit LMI persons

At least 70 percent of the funds awarded must benefit LMI individuals or households. No activity or portion of a program assisted by these funds may exclude from its benefits the lowest income-eligible group. Individual activities must meet the Low- to Moderate-Income National Objective as defined and described in detail in **Chapter 2** of the CDBG GMM:

B. Milestones

All CDBG program-funded activities must be timely implemented in accordance with the milestones defined in the Standard Agreement. Milestones should be project/program specific and a reflection of significant progress. Applicants must include at least five (5) milestones per Activity application. The first and last milestone will be prepopulated and cannot be edited by Applicants. Failure to meet the first milestone identified, is a material breach of the Standard Agreement and will result in a for-cause termination of this Agreement.

- **First Milestone**: Activity Initiation. Must be completed no later than 60 days from the Effective Date of the Standard Agreement.
- **Milestone Two**: [populated by Applicant] – examples below
- **Milestone Three**: [populated by Applicant] – examples below
- **Milestone Four**: [populated by Applicant] – examples below
- **Final Milestone**: Activity closeout (must be completed no later than 90 days after the Expenditure Deadline).

TIP: The Department recognizes that Applicants' proposed milestone dates are estimates. Instead of using an actual date for all optional milestones, please utilize time frames. For example:

Milestone One (required): Activity Initiation. Must be completed no later than 60 days from the Effective Date of the Standard Agreement.
Milestone Two: Release Invitation for Bid (IFB) within 90 days of Standard Agreement execution by HCD.
Milestone Three: Execute contract with a General Contractor within 120 days of Standard Agreement execution by HCD.
Milestone Four (optional): Begin construction within 9 months of Standard Agreement execution by HCD.

Milestone Five: Record Notice of Completion within 2 months of project completion.
Milestone Six (required): Activity closeout (must be completed no later than 90 days after the Expenditure Deadline).

If necessary, prior to Standard Agreement execution, your CDBG representative may update milestones if changes need to be made.

Additional milestones are optional, though encouraged for best practice of Activity implementation. Applicants are encouraged to evaluate feasibility of meeting milestones and build time for unexpected delays into the milestone schedules. Milestones may not extend beyond the term of the Standard Agreement. All milestones proposed by Applicants are subject to the review and approval of the Department in its discretion.

C. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued federal and state authority of the Department to operate the CDBG program. In the event that funds are not available, the CDBG Program or Act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above.

This NOFA is not a commitment of funds to any Activity or Applicant and the submission of an application does not guarantee an award to an Applicant.

V. Application Threshold and Initial Requirements

All applications are required to meet and pass threshold requirements at the time of application submission, as determined by the Department. Over-the-Counter applications that do not meet threshold will not be reviewed for award and may be immediately disqualified or reverted to draft. Competitive Applications that do not meet threshold will not move on to scoring and may be immediately disqualified.

The Department **strongly recommends** a careful review of the application and application instructions **PRIOR** to beginning the application.

A. Eligible Applicant

1. Applicant must be an Eligible Applicant as defined under Section III. Program Requirements of this NOFA.

2. Applicant must demonstrate to the satisfaction of the Department that it is compliant with the financial management requirements of **2 CFR §200**.

B. Single Audit

Applicant must provide the Department with its most recent single audit (as submitted to the State Controller's Office), if applicable. If the Applicant had or has single audit findings identified in the audit, the Applicant must include the remediation plan/agreement; the Applicant will be deemed ineligible for funding through the CDBG program until the findings are resolved or a remediation plan or agreement is established. Any and all single audit findings are included in this evaluation.

This requirement is **not** limited to federal funds administered by the Department. If an Applicant is not subject to single audit requirements, the Applicant is not required to submit an audit.

If an Applicant is not required to submit an annual single audit, they must provide documentation directly from the State Controller's Office (SCO) to such effect.

C. Site Control

Applicant must submit evidence of site control.

1. If securing federal funding is contemplated for any stage of a project at the time a project site is acquired, grantee must complete a NEPA environmental review record prior to completing the acquisition. **Failure to do this will result in a choice-limiting action, which prohibits the project from receiving any federal funds in the future.** If a site is to be acquired for a CDBG-funded project, regardless of whether CDBG funds are used for acquisition or development and construction, evidence of site control must be provided. Acceptable evidence of site control may be conveyance documentation with substantiation that the transfer is contingent on completion of a NEPA environmental review record and securing federal funds.
2. Construction-related activities must have documented site control for the year in which the application is submitted and for the duration of the Standard Agreement. Public facilities are subject to a five-year no change in use restriction. This restriction will be recorded against the property, will run with the land, and remain in effect regardless of the ownership of the property.
3. If project/activity is in a public right of way or easement, the grantee must submit an opinion of counsel that all necessary rights, easements, and permits have been obtained.
4. If site control is expected to expire during the open activity period, the Applicant must document that either an alternative site will be made available or that the

activity operators intend to extend or renew the site control on the existing site. All activities will need to provide proof of intent to extend site control and submit documentation upon site control extension. Site control must be maintained through the operation period of the activity.

5. Acceptable evidence of site control include: a conditional purchase agreement or enforceable option for projects involving acquisition, a deed or lease, or a title report showing ownership of the property vested in the applicable entity. The determination as to what constitutes acceptable evidence of site control shall be made by the Department in its sole discretion.

D. Statement of Assurances (Appendix D)

Applicant must submit the fully executed Certifications and Statement of Assurances (see Appendix D), including the Jurisdiction's name, initialing all pages [where applicable], and completing the last page. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and/or debarment.

E. Public Participation

Pursuant to **24 CFR §570.486**, Applicants must follow CDBG Public Participation regulations. Applicants must provide documentation that the Department's **Citizen Participation Plan** requirements have been met. Documentation must include proof of public noticing, information provided during the public meeting, and public comments received during the public participation, including Jurisdiction responses to comments. Additional information about public participation requirements can be found in CDBG **Grants Management Manual Chapter 4.**

F. Resolution

1. Applicant must submit a completed Authorizing Resolution **using the required Department-approved Authorizing Resolution form**, which has been duly approved by the Applicant's governing board. The Authorizing Resolution designates a person or persons responsible for, and authorized to, execute and deliver all documents related to the application of CDBG funds and, if awarded, the execution of a Standard Agreement with the Department.
2. See Appendix C for the Department-approved Authorizing Resolution form as well as instructions on how to complete it.
3. If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so **in addition to** preparing the Authorizing Resolution form provided by the Department. **Applicants must submit their approved resolutions on the form provided by the**

Department by the application due date. Failure to provide an acceptable resolution at the time of application will result in a delay executing the Standard Agreement.

4. **Authorized Signatory for Contracts involving a City Jurisdiction Recipient**: Pursuant to **California Government Code sections 40601 and 40602**, the mayor or mayor pro tempore must sign any written contracts and conveyances made or entered into by the city, unless the city has an ordinance or municipal code provision in effect that specifically allows or designates contracts to be signed by an officer other than the mayor or mayor pro tempore. Accordingly, if the city does not have a city ordinance or municipal code provision described above, then the Department requires that the mayor or mayor pro tempore sign the Standard Agreement as the authorized signer for the city and provide to the Department the Resolution from the City Council authorizing the mayor to sign the Standard Agreement and related documents on behalf of the city. The mayor or mayor pro tempore may not delegate to a third party his or her authority to sign documents unless there is a city ordinance or municipal code provision in effect that expressly authorizes such delegation and a duly authorized resolution reflecting such delegation is provided to the Department. If the city does have an ordinance or municipal code provision as described above, the Department requires the city to provide a copy of such ordinance or municipal code, as well as the Resolution that indicates the name and title of the city official authorized to sign the Standard Agreement and related documents. The Resolution required by this section must be in form and content acceptable to the Department.

G. TIN

Applicant must submit the required **Government Agency Taxpayer ID (TIN)** Form found in the Files tab of each program solicitation. The submitted TIN form must include FEIN, accurate payment information to be complete, and must not have been signed more than one (1) year before submission.

H. Budget

Applicant must complete CDBG budget found in the Grants Network portal. Required budget information includes direct costs only. Direct costs for Activity, GA, and Program Income, if applicable, must be completed and clearly identified. Do **not** include any information on indirect cost, match, or cost share.

A Budget must be completed for the Main and every Sub Application. Failure to complete the Budget for the Main and every Sub Application may result in an immediate disqualification.

I. Sources and Uses Chart

Applicants must submit a Sources and Uses Chart which evidences the commitment of all funds required to complete the applied for CDBG project or program. The application will guide Applicants that are using multiple funding sources to upload a comprehensive Activity Sources and Uses Chart. Grantees may use their own form, or the template Sources and Uses Chart found in the Files tab of the application. Evidence of commitment of any funding sources other than CDBG needed for a project to be feasible must be uploaded at application.

J. System for Award Management (SAM)

Pursuant to **24 CFR Part 5**, all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, subrecipients, etc., that are conducting business with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants, and subrecipients must register with the **System for Award Management (SAM)** to do business with the U.S. government and have debarment checks that return a registration status of “Active” and “No Active Exclusion Records” under the Exclusion Summary. See **Chapter 5** of the CDBG GMM for additional guidance.

The Department will not award or distribute any CDBG program funds to Applicants and Applicant partners, including contractors, subrecipients, and consultants that are debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, and/or unregistered in SAM from federally assisted programs. Applicants are not required to perform debarment checks on individual Applicant or partner employees or individual persons unless that person is acting as a contractor, consultant, subrecipient, or program partner and will be receiving payment directly from CDBG funds. Debarment checks for Applicant and all applicant partners must be completed before award of funds.

K. State Objectives

The Applicant must answer the questions regarding Affirmatively Furthering Fair Housing and Disaster Resiliency in the application form.

L. National Environmental Policy Act of 1969 (NEPA)

Pursuant to 24 CFR 570.604 Environmental Standards, the regulations in 24 CFR Part 58 specify how the National Environmental Policy Act of 1969 (NEPA), must be met. Applicants must demonstrate compliance by submission of a complete, current, and applicable Environmental Review Record with the appropriate level of review form, completed **Related Federal Laws and Authority topic worksheets**, and all

supporting documentation. For more information regarding the Related Federal Laws and Authority, please visit the **HUD Exchange website**.

Required NEPA process, training, and current forms are available on the **HUD Exchange** website. Additional HUD guidance can be found on the **Orientation to Environmental Reviews** page and in **Chapter 3** of the CDBG Grants Management Manual.

If CDBG funds will be used for GA Activities, a GA NEPA Environmental Review Record must be submitted specifying the applicable exemption in **24 CFR §58.34(a)**.

For Business Assistance and Housing Assistance activities that operate as a program but, as per HUD, require a Tiered Review process with site specific environmental reviews for NEPA clearance, both a GA NEPA review and Tier 1 NEPA review are required at time of application.

M. Construction Projects

All construction projects applying for funding under this NOFA must demonstrate readiness at the time of application, including but not limited to, the submission of the following items:

- Independent Cost Estimate
- Completed NEPA Environmental Review Record for the project.
- Bid-ready Plans and Specs
- Certification from Engineer that Plans and Specs are bid-ready.
- Certification from City that bid docs are ready.
- Construction timeline (Gantt Chart preferred)
- Demonstration and Certification that jurisdiction has the capacity and knowledge to manage the project.
- Demonstration and Certification that developer is experienced.
- List of required permits including anticipated date of obtaining the permit and any prerequisites needed to obtain the permit. Specifics regarding permit acquisition should be detailed in the application Narrative and Milestones.
- Written commitments for any and all third-party funding that is needed to complete the project.

N. Economic Development (ED) Programs Only

The Applicant must demonstrate capacity and experience to operate an ED Program. Capacity and experience may be documented through one of the following options:

1. The Applicant has hired staff that are able to dedicate capacity to the operation of a CDBG-funded ED Program. These staff must have at least:
    i) Three years of CDBG ED experience; or
    ii) Five years of commercial underwriting experience plus two years of general CDBG experience; **-OR-**
2. The Applicant has prepared a draft request for proposals (RFP) or subrecipient selection process for a qualified consultant or nonprofit ED group with direct experience in implementation of the ED activities proposed in the ED Program application.
    i) A request for proposals or a subrecipient selection process must be completed within 60 days of applicant's receipt of the Standard Agreement. A copy of the executed agreement with the selected subrecipient or contractor must be provided to the Department within 120 days of execution of the Standard Agreement. These must be listed as milestones in the application. **-OR-**
3. The applicant has identified at least three (3) qualified consultants or nonprofit ED groups with direct experience in implementation of the ED activities proposed in the ED Program application.
4. The Applicant commits to partnering with the Small Business Development Centers or a similar organization that has direct experience in CDBG ED program design, implementation, and commercial underwriting. This commitment will be a resolution, memorandum of understanding, or similar formal statement and will be required at application.

VI. Application and Activity Requirements

A. Federal Cross-Cutting Requirements

At time of application submission, all applications must comply with and provide documentation of HUD's federal cross-cutting requirements found at **24 CFR §570.600, et seq**, and summarized in XII: Federal Program Requirements of this NOFA.

B. Application Verification

Applicants must certify upon submission that their application is true and correct to the best of their knowledge. **Selecting an input field or uploading a blank document to circumvent the application requirements invalidates the application certification and will result in immediate disqualification**. Applicants that intentionally input false information or that intentionally upload blank documents will have their good standing with the Department revoked and may be determined to be ineligible for other Department funding. Applicants are warned that intentionally

providing false information to the Department may constitute fraud.

C. Application Submission

1. Applicants are ultimately responsible for what is submitted in an application, even if the application was prepared by a consultant. Applicants that rely on consultants or grant writers to prepare the CDBG application must carefully and thoroughly review the application for completeness and correctness prior to submittal.
2. Applications submitted through the eCivis Grants Network Portal must be submitted by a jurisdiction's Profile account.
3. All documents requiring signature must be executed by the Authorized Representative identified in the applicant's Authorizing Resolution.
4. All application certifications must be certified by a staff member of the applying jurisdiction.
5. A complete application consists of one Main Application and at least one Sub Application. Failure to submit a Main or a Sub Application will be considered an incomplete application. Incomplete applications WILL NOT be reviewed. We recommend reaching out to your CDBG representative for confirmation of receipt.

D. Timely Submittal

Applicants are strongly encouraged to give plenty of time for submitting prior to the application cutoff date and at least several hours prior to the cutoff time.

If an input field, upload requirement, or application component is not functioning correctly, or if there are system outages or other system failures prior to submittal, please contact cdbg@hcd.ca.gov **as soon as possible prior to the cutoff time to document the issue so that applications are not disqualified due to technical difficulties. Failure to contact the Department with system issues will not exempt Applicants from application verification requirements.**

E. Gap Funding

CDBG is intended to provide stop-gap funding for crucial infrastructure, public safety, housing, and social service projects. CDBG funds may not be obligated to Activities that are documented to already have sufficient funding for the Activity as described, or that have identified multiple funding sources for the same costs, resulting in overfunding of the Activity. **CDBG funds must be "but-for" funding for every Activity and may not be used to supplant local or state resources**. CDBG grant funds cannot be used to replace funds that have been budgeted and/or

expended from another funding source for the same Activity (i.e., there cannot be any Duplication of Benefit.) Pre-agreement costs are generally eligible provided that the initial funding for those costs is identified as a temporary funding source (such as a loan from a local fund wherein the loan is float-funding the CDBG Activity pre-agreement costs, but such costs must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are budgeted to be part of the CDBG Activity.

F. Good Standing

The Applicant, and any co-Applicant, together with all respective affiliates, must be in good standing with the Department (i.e., are current on all loan and/or grant obligations, have a satisfactory past performance history in all their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements). Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

G. Racial Equity

Applicants should prioritize the advancement of racial equity in all CDBG programs and across systems and units of government in the Jurisdiction. The Department asks Applicants to be leaders in the community, facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system, and other partners to promote racial equity practices.

All Applicants must identify the work performed to ensure racial equity in access to programs, projects, and activities funded with CDBG resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision, and desired outcomes in Programs and Projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/ Latinx, Asian, Pacific Islanders, and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, and homelessness.

Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive equitable services, and support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity.

When applying for 2024 CDBG funds, Applicants should consider:

1. What are the community's racial demographics and the demographics of those experiencing homelessness, housing, and economic insecurity?
2. What are the outcomes of the CDBG programs based on race? What are the requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address them?
3. How do underserved and marginalized communities learn about and access the CDBG program? What marketing and communication strategies are used to increase equitable access to CDBG programming?
4. How does the grant-making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care, and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?
5. How are the voices of Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities and those having lived with the experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?
6. How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs? How would these funds address the capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?
7. At application, applicants should provide a list of organizations with which the jurisdiction has partnerships that are addressing racial equity in the housing and homelessness response system, the Economic Development sector, and the health care sector and describe how you partner with them.

The Department may require successful Applicants to submit related racial and ethnic data metrics of their CDBG programming on a **quarterly reporting basis.**

H. Homelessness Assistance

If you are seeking funding for homelessness assistance, generally defined as activities falling under matrix codes 03C or 03T, you must be a participating member of your local homelessness Continuum of Care (CoC). To demonstrate this, please submit a letter on CoC letterhead signed by the CoC coordinator that states that your jurisdiction is a participating member of the Continuum of Care.

I. Scoring

Qualifying Competitive Applications will be scored according to the evaluation

criteria outlined in Appendix F. Applications requiring the least number of corrections will score higher than applications needing corrections.

1. Community Need Score (Formerly known as Needs Score)
   Community Need Score use publicly available data from the U.S. Census Bureau's American Community Survey to measure poverty, housing, and ED needs. These statistics are used to rank all eligible Non-Entitlement Jurisdictions and the rankings are translated into numeric scores. The score summarizes the severity of a community's need for a specific Activity relative to other communities. The Department will prepare the Community Need Score and provides the scores as Appendix A to this NOFA.
2. Scoring (Formerly known as Activity Readiness Score)
   Activity readiness is an indicator of Applicant preparedness for Activity implementation. The Scoring Matrix is provided as Appendix F to this NOFA.
   i) Applicants are expected to have necessary contracts and subrecipient agreements in place at the time of application submittal. Fully executed contracts and agreements will score higher than draft contracts and agreements. Applicants that will not be using contracts or subrecipient providers to carry out the Activity and will instead use Applicant staff must clearly document that staff have the experience and capacity necessary to successfully complete the Activity. Documentation may include position description(s) for the identified staff, resumes, or Curriculum Vitae for each staff person involved in the implementation of the Activity, organizational chart, and estimated workload.

Qualifying Competitive Applications will be ranked based on highest score. Applicants will be notified of their point score and the Final Award List will be posted to the CDBG webpage.

J. Readiness

Housing and Economic Development Program applications must demonstrate readiness to be considered for funding. To be considered “ready,” a program will need to provide the following at application submission:

1. Draft or final program guidelines,
2. An underwriter either secured or a draft RFP/RFQ to be released within 60 days of Standard Agreement execution by the Department, and
3. A marketing plan/strategy.

VII. Application Submission

A. Workshops

The Department is conducting a series of both live and pre-recorded application

workshops. These workshops will include training on:

i) Resolutions: What is required and why
ii) Public Participation
iii) How to complete the correct level of Environmental Review
iv) How to pull a debarment check
v) How to pick the correct National Objective
vi) How to pick the correct Matrix Code
vii) How to write a narrative and milestones
viii) Single Audit
ix) How to address racial equity in your CDBG funded projects and programs
x) Completing the 2024 NOFA Application and Budget
xi) CDBG 2024 NOFA Review

Applicants are **required** to attend these workshop sessions. It is important to attend and engage in the live webinars to ensure a complete and accurate application is submitted. If they are unable to attend the live virtual workshop, Applicants must certify that they have reviewed these workshops on the CDBG website. The website also provides Training and Technical Assistance materials on the CDBG program, the CDBG Program Redesign, using Grants Network, and preparing a CDBG program application in Grants Network.

Excessive corrections may result in disqualification, or an application being reverted to draft to reapply. Please visit the Department's **website** for upcoming information.

B. Submission Process

Applicants must follow instructions in this NOFA, the online application, and the CDBG program Guidelines. The Department strongly encourages Applicants to have all required documents on hand when completing the application. Failure to follow instructions and timely submit all required documentation **will result in disqualification**. Once submitted, applications must stand on their own. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information but are unable to accept any new documentation that would provide an unfair advantage over other applications. It is **strongly** recommended that all documents be reviewed and saved to their own electronic files PRIOR to submission.

The CDBG Application and all required attachments must be submitted to the Department through the **eCivis Portal**. Applicants must certify that all information is

true and complete to the best of their knowledge, under penalty of perjury. Per 83 FR 5848 "Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729.''

Applicants that do not have an account with the eCivis Portal should create an account through the eCivis website. Use the "Create an account" option to initiate a profile. See the available training on the CDBG webpage to learn how to open an account. There is no cost associated with an eCivis Portal account.

A complete application consists of one Main Application **and** **at least** one Sub Application. Failure to submit a Main or a Sub Application will be considered an incomplete application. Incomplete applications **WILL NOT** be reviewed. We recommend reaching out to your CDBG representative or CDBG@hcd.ca.gov for confirmation of receipt.

C. Applicant Responsibility

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity to ensure that each and every requirement of those funding sources is compatible with all Department program requirements and restrictions. Incompatibility of funding sources may result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by Department in its sole and absolute discretion.

D. Disclosure of Application

Information provided in the Application will become public record available for review by the public pursuant to the California Public Records Act (GC §7920, et. seq). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act, without prior notice to the Applicant. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identifying information (PII). By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request and without advance notice to the Applicant.

VIII. Application Review

All applications submitted by the application deadline (Competitive Applications) or

until funds are exhausted (OTC Applications) that pass the Threshold evaluation phase will be reviewed for Activity eligibility. Activities that do not meet program eligibility requirements will be disqualified for funding.

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. This includes, but is not limited to, authorizing an eligible increase in funding to any Applicant after the Department makes an award under this NOFA.

A. Review Process

1. OTC Applications
    i) Applications will be reviewed in the order received for minimum Threshold Requirements.
    ii) If an application meets the minimum Threshold Requirements, funds may be allocated for an award.
    iii) Once all funds are allocated and the Department has announced that all funds have been exhausted, additional OTC Applications may not be reviewed.
2. Competitive Applications
    i) All applications will be reviewed for minimum Threshold Requirements as outlined in this NOFA.
    ii) Applications that meet minimum Threshold Requirements will be scored as outlined in Appendix F - CDBG Scoring Matrix.

IX. Award Recommendations

Applications that are eligible, complete, timely submitted, and that satisfy all threshold requirements may be recommended for funding, subject to the availability of funds for the activity(ies) applied for. Applicants recommended for award will officially be notified of awards via an award letter sent via email. Subsequently, the grantee will receive award notification through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards or that fail threshold will be officially notified via email that their application was not awarded or failed to pass threshold. The Final Award List will be posted on the Department's CDBG webpage. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

X. Appeal Criteria and Process

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and the NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

The Department will provide opportunity to appeal any disagreed points assessment, pursuant to the appeals process as set forth in the NOFA. Disqualifying threshold determinations shall also follow a similar process, which shall be set forth in greater detail in the NOFA. For reference, all such appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review, and/or initial score letter, as applicable, representing the Department's decision made in response to the application.

A. Competitive Application Appeals

1. Basis of Appeals
    i) Applicants may appeal HCD's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award (including point scoring and tie breaker).
    ii) At the sole discretion of the Department, the Department's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform the Department's threshold, scoring, and feasibility determinations.
    iii) No Applicant shall have the right to appeal a decision of HCD relating to another Applicant's application (e.g., eligibility, award).
    iv) Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of HCD.
    v) The appeal process provided herein applies solely to decisions of HCD made pursuant to this NOFA.
2. Process
    i) To file an appeal, Applicants must submit to HCD, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional

information will be considered if this information would result in a Competitive advantage to an Applicant. Once the written appeal is submitted to HCD, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to HCD at cdbg@hcd.ca.gov according to the deadline set forth in HCD review letters.

3. Filing Deadline
    i) Appeals must be received by HCD no later than five (5) business days from the date of HCD's threshold review, or initial score letters, as applicable, representing HCD's decision made in response to the application.

B. OTC Application Appeals

1. Basis of Appeals
    i) Applicants may appeal HCD's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award.
    ii) At the sole discretion of HCD, the HCD's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform HCD's determinations.
    iii) No Applicant shall have the right to appeal a decision of HCD relating to another Applicant's application (e.g., eligibility, award, etc.)
    iv) Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Policies and Procedures and this NOFA. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of HCD.
    v) The appeal process provided herein applies solely to decisions of HCD made pursuant to this NOFA.
2. Process
    i) To file an appeal, Applicants must submit to HCD, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a Competitive

advantage to an Applicant. Once the written appeal is submitted to HCD, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to HCD at cdbg@hcd.ca.gov according to the deadline set forth in HCD's written determination letters.

3. Filing Deadline
   i) Appeals must be received by HCD no later than five (5) business days from the date of HCD's written determination letter made in response to the application.

XI. Awards Announcement and Grant Implementation

A. Awards Announcements

The Department anticipates awards will be announced no later than May 2025. OTC awards will be announced on a rolling basis as applications are recommended for funding until funds are exhausted. All awards are subject to availability of funds and compliance with all applicable legal requirements of the Program. Until all awards are announced, the CDBG staff will not be able to discuss applications or the status of applications.

B. Standard Agreements

Successful Applicants (awardees) will enter into a Standard Agreement with the Department. A draft, sample Standard Agreement is included as Appendix E to this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. The form and content of the sample draft Standard Agreement is subject to revision without prior notice. A condition of award will be that a Standard Agreement must be executed by the awardee within 30 days (contracting period) of the awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period may result in award cancellation. Award cancellations are final.

Funding awarded through this NOFA will have a 33-month (two (2) years and nine (9) months) expenditure and liquidation period.

To ensure that the Standard Agreement(s) are being sent to the correct individual, **Applicants MUST complete ALL required sections of the profile section of the application and must let the Department know in writing if the contact information has changed since the time of application submittal by emailing** cdbg@hcd.ca.gov. Standard Agreements and communication during this process will be with the email address designated in the profile section of the Application.

XII. Federal Program Requirements

A. Federal Cross-Cutting Requirements

The CDBG program is administered under the rules and regulations promulgated primarily in **24 CFR §570.600, et seq.** These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state CDBG program.

The following is a list of some of the most commonly applicable federal cross-cutting requirements. This is not an exhaustive list.

i) Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
ii) Labor Standards (Davis-Bacon and related laws)
iii) Achieving a HUD National Objective
iv) Public participation requirements
v) Fair Housing and Affirmatively Furthering Fair Housing
vi) Equal Opportunity and Non-Discrimination in federal Grant Programs
vii) Federal Procurement Guidelines
viii) National Flood Insurance Program compliance
ix) Relocation and displacement requirements
x) Employment and Contracting Opportunities Section 3 Compliance
xi) Lead-based paint requirements
xii) No use of debarred, ineligible, or suspended contractors or sub-recipients
xiii) Uniform Administrative Requirements and Cost Principles
xiv) Conflict of interest prohibitions
xv) Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
xvi) Compliance with Eligibility Restrictions for certain resident aliens
xvii) Federal reporting requirements
xviii) Grant and subrecipient monitoring requirements
xix) Build America, Buy America Act (BABA) requirements

B. Build America, Buy America Act (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). **Pub. L. 117-58**. The Act establishes a domestic content procurement preference, the BAP, for federal programs that permit federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, as defined below, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, **41 U.S.C. 8301**. Note, while HUD has issued a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (**87 FR 26219**), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Additional details on fulfilling the BABA requirements can be found on **HUD's website Build America, Buy America (BABA)**.

The following should be included in all contracts and agreements with Subrecipients, contractors, developers and subgrantees, and in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors:

> The parties to this contract must comply with the requirements of the Build America, Buy America (BABA) Act, **41 U.S.C. 8301** note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project.* Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Financial Report 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
>
> *The term "infrastructure project," in this context, is defined in **2 CFR 184.3** and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

C. Relocation Plan Requirements

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must

provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA**) and any applicable State relocation requirements. Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants must include relocation costs in project budgets.

Applicants must provide relocation assistance to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

D. Procurement Requirements

Pursuant to **24 CFR §570.489(g),** all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (*i.e.*, administrative sub-contractor, Davis-Bacon consultant, etc.) at time of monitoring or upon the Grantee's request.

Requirements for federal procurement can be found at **2 CFR §200.317-327**. Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. False, Fictitious or Fraudulent Claims

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under **18 U.S.C. §287, 1001** and **31 U.S.C. §3729**.

1. Detecting, Preventing, and Reporting Fraud

   Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused. The Department wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

2. Combatting Fraud

   The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

   HUD cannot combat fraud alone; they rely on Department and CDBG NOFA Applicants to combat CDBG program fraud. HUD also relies on Applicants for,

and people receiving, HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is **1-800-347-3735**. This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDGB program, anyone working in the CDBG program, contractors, and the public. You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

i) **By email**:
hotline@hudoig.gov

ii) **By phone**:
Call toll free: 1-800-347-3735

iii) **By fax**:
202-708-4829

iv) **By mail:** Department of Housing & Urban Development

HUD OIG, Office of Investigation, Room 1200
Field Office
One Sansome Street
San Francisco, CA 94104
(213) 534-2518

HUD OIG, Office of Investigation
Suite 4070
Regional Office
300 North Los Angeles Street
Los Angeles, CA 90012
(213) 534-2518

F. Whistleblower Protection Acts

(Federal Whistleblower Protection Act (**5 U.S.C Section 2302(b)(8)**)

The Federal Whistleblower Protection Act (WPA) protects employees from retaliation for making protected disclosures. The WPA also provides penalties for supervisors who retaliate against Whistleblowers.

1. A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
    i) a violation of any law, rule, or regulation,
    ii) gross mismanagement,
    iii) a gross waste of funds,
    iv) an abuse of authority, or
    v) a substantial and specific danger to public health or safety.
2. In general, an employee or Applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:
    i) Informing a supervisor or someone higher up in management,
    ii) Submitting a complaint to the OIG by emailing the OIG at oig@ftc.gov,
    iii) Filing a complaint with the Office of Special Counsel (OSC) http://www.osc.gov/

G. The California Whistleblower Protection Act

The California Whistleblower Protection Act (Title 2, Division 1, Chapter 6.5, Article 3.5, Gov. Code §§ 8548-8548.5) authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:

i) Violates any state or federal law or regulation,
ii) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
iii) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.

There are many ways to file a complaint:

i) **By Telephone**:
You may call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed

Monday through Friday from 8:00 a.m. to 5:00 p.m. If you call when the hotline is not being staffed, or staff is occupied with other calls, you may leave a voicemail message requesting a return call.

ii) **By Mail or Facsimile**:
You may file a complaint in the form of a letter to the State Auditor addressed as follows:

Investigations
California State Auditor
P.O. Box 1019
Sacramento, CA 95812

Or you may **fax** the letter to the State Auditor at (916) 322-2603.

iii) As an alternative, you may complete the electronic version of the complaint form (which is available on the State Auditor website at auditor.ca.gov), print it out, and return it by mail or facsimile as stated above.

iv) **Online**:
Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at
https://app.scoutcms.com/CaStateAuditorWhistleblowerComplaint

v) The State Auditor will not undertake an investigation unless there is a basis for believing that your complaint has sufficient merit to warrant spending resources on an investigation. Your complaint should therefore include:

a. A clear and concise statement of what you Compare alleging to be improper activity and why you believe it is improper.

b. The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.

c. The names and contact information for any witnesses who can confirm the truth of what you are saying.

d. Copies of any documents that will support what you are saying. (You should not submit original documents, as they cannot be returned.)

XIII. LIST OF APPENDICES

Appendices are located in the eCivis Grants Network under the 'Files' tab on within each specific program solicitation.

Appendix A: Community Need Score

Appendix B: Housing Element and Growth Control Requirements

Appendix C: Resolution Template of the Governing Body

Appendix D: 2024 CDBG Application Certifications and Statement of Assurances

Appendix E: Sample DRAFT Standard Agreement

Appendix F: 2024 CDBG Scoring Matrix

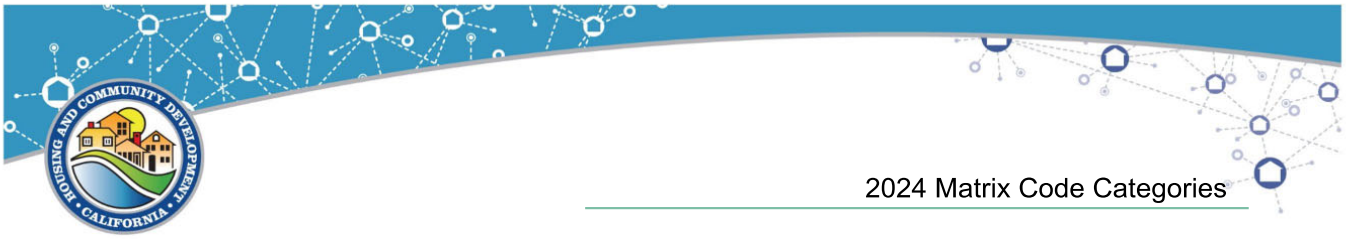
Appendix G: General Admin Calculator

2024 Matrix Code Categories

Competitive Applications

Public Service

- 03T - Operating Costs Homeless/AIDS Patients
- 05A - Senior Services
- 05B - Services for Persons with Disabilities
- 05C - Legal Services
- 05D - Youth Services
- 05E - Transportation Services
- 05F - Substance Abuse Services
- 05G - Services for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- 05H - Employment Training
- 05I - Crime Awareness
- 05J - Fair Housing Activities
- 05K - Tenant/Landlord Counseling
- 05L - Child Care Services
- 05M - Health Services
- 05N - Abused and Neglected Children
- 05O - Mental Health Services
- 05P - Screening for Lead Based Paint/Lead Hazards
- 05Q - Subsistence Payments
- 05T - Security Deposits
- 05V - Neighborhood Cleanups
- 05W - Food Banks
- 05Z - Other Public Services Not Listed in 05A-05Y
- 14J - Housing Services, excluding Housing Counseling, Supporting HOME Program
- 14K - Housing Counseling, Supporting HOME Program



Planning

- 20A - State Planning-only

Over-the-Counter Applications

Housing Program

- 13A - Housing Counseling
- 13B - Homeownership Assistance - excluding Housing Counseling
- 14A - Rehab: Single-Unit Residential
- 14F - Rehab: Energy Efficiency Improvements
- 15 - Code Enforcement

Economic Development Program

- 18A - ED Assistance to For-Profits
- 18B - Economic Development: Technical Assistance
- 18C - Micro-Enterprise Assist.

Projects

- 01 - Acquisition of Property
- 03A - Senior Centers
- 03B - Handicapped Centers
- 03C - Homeless Facilities not operating costs
- 03D - Youth Centers
- 03E - Neighborhood Facilities
- 03F - Parks, Recreational Facilities
- 03G - Parking Facilities
- 03H - Solid Waste Disposal Improvements
- 03I - Flood Drainage Improvements
- 03J - Water/Sewer Improvements
- 03K - Street Improvements
- 03L - Sidewalks
- 03M - Child Care Centers

- 03N - Tree Planting
- 03O - Fire Stations/Equipment
- 03P - Health Facilities
- 03Q - Facilities for Abused and Neglected Children
- 03R - Asbestos Removal
- 03S - Facilities for AIDS Patients (not operating costs)
- 03Z - Other Public Improvements Not Listed in 03A-03S
- 04 - Clearance and Demolition
- 14B - Rehab: Multi-Unit Residential
- 14D - Rehab: Other Publicly Owned Residential Buildings
- 14E - Rehab: Publicly or Privately Owned Commercial/Industrial
- 14G - Rehab: Acquisition
- 16A - Residential Historic Preservation

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration/Planning

DATE:	October 22, 2024
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and Entering into an agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City.
RECOMMENDED ACTION:	Recommend allowing the City Manager to sign the Supercharger License Agreement with Tesla, Inc. so that the City of St. Helena can move forward with Tesla, Inc. to review plans and begin the permitting and approval process for adding 12 Level 3 Chargers to the City owned parking lot at Oak Avenue / Money Way.
PREVIOUS COUNCIL ACTION:	• September 27, 2016 - City Council adopted a resolution authorizing EVgo to install DC Fast Charging Stations in the same parking lot. The two chargers can charge up to four vehicles. The contract expired with EVgo in September 2024. • August 23, 2022 - The City Council received a report in response to 2021-2022 Napa County Civil Grand Jury Report titled "Napa County's Climate Action Committee: Where's the Action?" ... one of the items listed that the City of St. Helena had done was install the EVgo chargers. • April 24, 2018 - The City Council approved the planned Downtown Restroom Project bid package and project. The restrooms were completed in December 2020.
STATEMENT OF THE PURPOSE:	The goals of this project are to provide more electric vehicle (EV) charging for all EV vehicle types in St. Helena, help further our climate action goals, and induce desirable demographic of EV drivers to visit, shop, and dine in St. Helena.
FINANCIAL IMPACT:	There is no direct fiscal impact as a result of this action. Under the proposed Agreement, Tesla will be responsible for all costs associated with electric service upgrades, equipment procurement, installation, maintenance, operation, and electricity use related to the Tesla charging stations.

BACKGROUND:
The City of St. Helena entered into an agreement with EVgo to install two chargers, charging up to four vehicles in the Oak Avenue / Money Way Downtown Parking Lot on September 20, 2016. That agreement expired on September 5, 2024. On February 21, 2024 EVgo was sent a Letter of Termination notifying them that the City of St. Helena would not be renewing its agreement to keep the current chargers. Staff from the City of St. Helena met with Tesla and Integrative Charging to provide options that would help the City provide more charging capacity to residents, community members, businesses, and visitors. The City also looked at the option of owning, operating, and maintaining chargers (for example through ChargePoint), but determined that initial startup costs, ongoing maintenance, and setting pricing were outside of the City's expertise and could create a financial liability.

DISCUSSION:
The community has a great need for more EV chargers that are available to the public. The City currently has four (4) Level 3 Chargers (in the Oak Avenue / Money Way parking lot) and six (6) Level 2 Chargers (at City Hall). The EVgo Level 3 Chargers in the Oak Avenue / Money Way parking lot are currently underutilized because they can only charge up to 2 vehicles with the CCS1 connector and up to two vehicles with the CHAdeMO connector (which is not available on many vehicles). The EVgo chargers do not have a connector that supports the NACS connection, which includes Tesla and newer vehicles from all manufacturers. The Level 2 Chargers at City Hall support vehicles with the J1772 and NACS connector. The chargers at City Hall are currently used to charge the Police Department's two (2) Ford Mustang Mach-E's and one (1) Tesla, plus they are available and used by the public.

Providing additional Level 3 Chargers will help the City get closer to meeting its Climate Action goals and get the City closer to the estimated 60 public chargers that are needed within City limits by Napa County* and the California Energy Commission (AB 2127, 2024 - https://www.energy.ca.gov/publications/2024/assembly-bill-2127-second-electric-vehicle-charging-infrastructure-assessment). Having these chargers near the City's downtown core/Main Street can also help induce more EV drivers to come and visit, shop, eat, and taste in St. Helena, helping support our many local businesses, restaurants, and tasting rooms. (*Napa County took countywide data and estimates for the need of EV chargers and then split up into jurisdictions based on population.)

In researching EV connection types and needs, it is clear that NACS is quickly becoming (or has become) the industry standard and that was confirmed by SAE International (an industry leader in connecting and educating engineers while promoting, developing and advancing aerospace, commercial vehicle and automotive engineering) when they announced in June 2023 that it would standardize the Tesla-developed North American Charging Standard (NACS) connector. They said that, "This will ensure that any supplier or manufacturer will be able to use, manufacture, or deploy the NACS connector on electric vehicles (EVs) and at charging stations across North America" (Source: https://www.sae.org/news/press-room/2023/06/sae-international-announces-standard-for-nacs-connector).

The NACS port is becoming an industry standard, while it was developed by Tesla and is used on all Tesla models, it is being adopted by many other vehicle manufacturers and is becoming the standard for most major manufactures. The following manufacturers will have NACS as standard on their new EV's and many have or will be sending NACS adapters to current vehicle owners: Audi (2025), BMW (2025), Ford (2024), Genesis (2024), GM (2025), Honda (2025), Hyundai (2024), Jaguar (2025), Kia (2024), Lexus (2025), Lucid (2025), Mazda (2025), Mercedes-Benz (2025), Mini (2025), Nissan (2025), Polestar/Volvo (2025), Porsche (2025), Rivian (2025), Rolls-Royce (2025), Scout Motors (2025), Stellantis (Chrysler, Dodge, Jeep, Maserati, and Ram - 2025), Toyota (2025), and Volkswagen (2025).(Source: https://www.caranddriver.com/news/a44388939/tesla-nacs-charging-network-compatibility/ and https://www.cnet.com/home/electric-vehicles/stellantis-adopting-teslas-electric-vehicle-charging-standard-by-2025/).

In looking at options to install additional Level 3 Charging in St. Helena, the City looked at three (3) options. The City could own and operate chargers. This scenario would involve the City purchasing chargers (for example from ChargePoint), then hire a consultant and contractor to go through the process of getting approvals and power from PG&E, then install, manage, and maintain the chargers for their life expectancy, replacing and/or repairing them as needed. While the City could see some revenue from this option over time, it would involve a large initial outlay of funds, require additional staff to manage the project and maintain the equipment, and administrative staff to manage pricing and billing and/or working with a charging network for billing (like ChargePoint). The City also looked at two turnkey providers: Integrative Charging and Tesla.

Integrative Charging: Would install and maintain the equipment (up to 12 Level 3 Chargers). They would install the chargers in phases, beginning with two (2) chargers that could charge up to four (4) vehicles. Then based on demand could install more chargers over time. The chargers would be part of a charging network (ChargePoint, Autel, Electrify America, EVgo, Blink Charging, etc.), and in time the City would be part of a revenue share that could (based on usage) give the City between $250 and $500 per month). Since the charging network and equipment is unknown, the up time of the chargers is not quantifiable and the phased approach would cause the charging site to have multiple disruptions over time.

Tesla would install and maintain equipment (12 Level 3 Chargers). They would install the chargers all at once. They plan to use the Tesla Super Charger with Magic Dock (version 4), that has both a NACS and CCS1 connector built in. These chargers and chargers across their network maintain an average of a 99+% up time. These chargers are available to all vehicles (not just Tesla). Tesla vehicles are automatically enrolled in a membership program that offers lower charging prices to them, however non-Tesla owners can purchase a membership to receive the same rates as Tesla owners. Nonmembers of the program are also welcome to charge at a slightly higher rate. EVgo and other charging providers also have similar membership programs that allow

members to charge at one rate and nonmembers to charge at a higher rate. In August 2024 JD Power found that Tesla chargers has the most consistent relatability and highest customer experience (Public EV Charging Sees Consistent Progress for Two Consecutive Quarters, J.D. Power Finds: Tesla Destination, Tesla Supercharger Rank Highest in Respective Segment, https://www.jdpower.com/business/press-releases/2024-us-electric-vehicle-experience-evx-public-charging-study).

When working with Tesla and Integrative Charging the City reviewed multiple locations including the lot at Oak Avenue/Money Way, the St. Helena Public Library, Lewis Station Park (Church Street), City Hall (1088 College Ave), parking lot of Safeway, parking lot of Sunshine Foods, and City parking spots along Railroad Avenue (near Adams Street). The parking lot next to the Fire Station and Lyman Park (near the old City Hall at 1480 Main Street) was not considered because of lot line adjustments with the sale of the land that are anticipated. The Catholic School site was also not considered because of its unknown future.

The following are considerations that both charging providers looked at when determining viable charging location sites:

- Proximity to activities (retail, dining, tasting, restrooms, etc.)
  - City Hall and Library removed
- Proximity to railroad tracks (additional setbacks required)
  - Railroad Avenue, Lewis Station, and Safeway removed
- Proximity to suitable PG&E power supply
  - All sites were not fully vetted because they were ineligible on other criteria
- Proximity to overhead powerlines (cannot be directly below powerlines and requires a setback)
  - Railroad Avenue and Lewis Station removed
- Ability to allow for EV parking spaces that can accommodate ADA needs (van accessible)
  - Railroad Avenue and Lewis Station removed
- Parking lot size and configuration
  - Sunshine Foods removed (would have required a redesign of parking spaces and flow for entire parking lot)
- Prior Experience with Organization
  - Safeway removed (in many other cases charging providers have gotten property owner approval to have charging at the location, but have not received corporate approval from Safeway. Seeking the approval can take 18 to 24 months or more and is not guaranteed. As of August 2024 Safeway's parent company (Albertsons) is in talks with Kroger for a corporate merger that is under review by the Federal Trade Commission. This could cause further delays to any project seeking approval for EV charging in their parking lots.
- Private versus Public Ownership of Property
  - City owned facilities provide the quickest path towards getting more EV chargers in St. Helena and will help to show other businesses the

importance of providing charging, when possible, at their business(es) and in their parking lot(s). Working on private property could create significant delays including the need for property owner and tenant approvals. Beyond this, the charging provider would need to do additional work with PG&E to ensure that any site could get the power needed to support Level 3 Chargers (which are significant and PG&E has already confirmed that the Oak Avenue / Money Way lot can be supplied with the electricity needed for chargers). St. Helena businesses, especially along Main Street, are in a unique position that they do not have parking lots of their own (for the most part) and utilizing a public facility is a way that the City can help support all businesses.

- In an effort to further incentivize businesses to add Level 2 and/or Level 3 Chargers to their parking lots and to meet St. Helena's Climate Action goals, St. Helena may consider expanding its Home EV Charging rebate and waived permit fees to businesses/commercial properties. This incentive, plus incentives that may be available from MCE and/or PG&E can all work together to help meet the estimated need for chargers by Napa County and the California Energy Commission (CEC).

The Oak Avenue / Money Way Lot meets all of the necessary criteria to provide increased Level 3 Charging in St. Helena. The proposal is to add 12 Level 3 Chargers to the lot. With equipment this would involve 16 total parking spaces for charging infrastructure and parking spots for vehicles to use while charging. The 12 parking spaces would include one (1) ADA van accessible space. This space would be available for any EV to use while charging, but would include a sign at the space encouraging drivers to "use last" (only using if the other 11 chargers are being used). This leaves 12 spaces available for general parking including one (1) ADA parking space and one (1) ADA van accessible space. In its current configuration the parking lot includes 28 parking spaces, four (4) are used by the EVgo chargers. Once 12 Level 3 Chargers are installed there would be a total of 24 parking spaces: 12 for EV's to use while charging, and 12 for general use. PG&E has also confirmed that they are able to supply the necessary power to the parking lot for the chargers to work to their full potential.

In continuing to review options presented by Tesla and Integrative Charging, City staff determined that Tesla, Inc had the most robust plan to allow all EV types to charge and would provide the best customer service and "up time" to drivers (nationwide up time average, meaning the chargers are not broken, is 99%). Tesla is planning to use their Level 3 Magic Dock (version 4) chargers that include adapters for both CCS1 and NACS ports. While there is not a contractual obligation to require tech upgrades overtime, with the installation of these chargers that use the newest technology, the adoption of the NACS style charger as standard by the auto industry, and Tesla's proven track record in providing the most reliable network with highest customer experience (JD Power study referenced above), plus free market forces and competition in the charging space can help ensure that the chargers installed continue to be used by EV's for the contracted duration. These chargers would not only help the community and visitors, but could be used by the St. Helena Police Department's two (2) Ford

Mustang Mach-E's and one (1) Tesla. While other vehicles in the department's fleet are able to be used by multiple officers as they switch between shifts and can be in service around the clock, currently the two (2) Mach-E's use the Level 2 Chargers at City Hall, meaning they need up to 12 hours of charge time between shifts. These chargers could also be used by any additional EV's the City purchases in the future.

Project Timeline:

- September 4: Presentation to and Recommendation by ATSC to City Council
- October 8: Presentation and Recommendation from City Council
- Q4 2024: Agreement Signed with Charging Partner, Building Plans Submitted to City for Approval
- 1Q or 2Q 2025: Installation and Activation of New Chargers
    - Could be delayed by PG&E timeline (how quickly they are able to drop new equipment)

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life

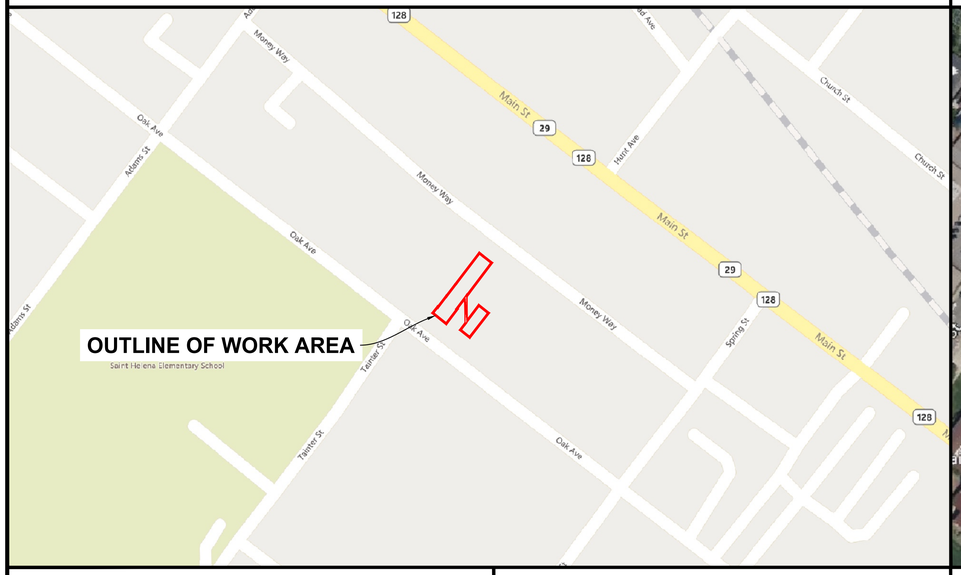
DOCUMENTS ATTACHMENTS:

St Helena, CA, 1301 Money Way - CD50 [427859] (08.15.2024)

Level 3 Charging - Oak Avenue Lot - October 22, 2024
EV Charger - Tesla Inc Resolution

TESLA SUPERCHARGER
(12) SUPERCHARGERS
ST HELENA - CITY PARKING LOT
1301 MONEY WAY, ST HELENA, CA. 94574
APN: 009-240-013-000
TRT: 427859

VICINITY MAP



AERIAL MAP



PROJECT TEAM

PROJECT MANAGER

DIAMOND ENGINEERING SERVICES
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BENICIA, CA 94510
CONTACT: LANCE STREET
E-MAIL: LANCE@DESBUILDERS.COM

PROJECT ARCHITECT:

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NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 4216 FOR ALL UNDERGROUND WORK.
2. THERE ARE NO OTHER EV CHARGERS LOCATED ON THIS PROPERTY.

SUPERCHARGER PROJECT SCOPE

QUANTITY	INSTALL THE FOLLOWING SYSTEM COMPONENTS
1	SWITCHBOARD
3	SUPERCHARGER CABINETS
12	SUPERCHARGER POSTS
2	PARKING LOT LIGHTS
2	WIFI REPEATERS
1	VAN ACCESSIBLE SIGN
2	BOLT DOWN BOLLARDS
6	DRILLED BOLLARDS
	INSTALL ASPHALT OVERLAY AND PARKING STRIPING AT EV STALLS.

SHEET INDEX

SHEET NO.	DESCRIPTION
G 001	COVER PAGE
G 002	GENERAL INFORMATION
G 003	NOTES
G 101	SITE PLAN
D 101	DEMOLITION PLAN
A 101	AREA PLAN
A 102	UTILITY EQUIPMENT PLAN
A 103	ACCESSIBLE PARKING PLAN
A 501	DETAILS
S 501	STRUCTURAL DETAIL
S 502	STRUCTURAL DETAIL
E 201	ELECTRICAL SINGLE LINE DIAGRAM
E 202	ELECTRICAL DETAILS
E 501	TRENCH DETAILS
E 801	TITLE 24

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TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

COVER PAGE

REVISIONS

No.	DESCRIPTION	DATE
A	CD50. FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

G001

ABBREVIATIONS

AC	ALTERNATING CURRENT
ADA	AMERICANS WITH DISABILITIES ACT
ESS	ENERGY STORAGE SYSTEM
BLDG	BUILDING
CLR	CLEAR
CONC	CONCRETE
COMM	COMMUNICATION
DC	DIRECT CURRENT
DIA	DIAMETER
DIST	DISTANCE
EQ	EQUAL
EGC	EQUIPMENT GROUNDING CONDUCTOR
(E)	EXISTING
EMT	ELECTRICAL METALLIC TUBING
EV	ELECTRIC VEHICLE
GAB	GRADED AGGREGATE BASE
GALV	GALVANIZED
GEC	GROUNDING ELECTRODE CONDUCTOR
GND	GROUND
HVAC	HEATING, VENTILATION, & AIR CONDITIONING
I	CURRENT
IMP	CURRENT AT MAX POWER
INV	INVERTER
ISC	SHORT CIRCUIT CURRENT
KVA	KILOVOLT AMPERE
KW	KILOWATT
KWH	KILOWATT-HOUR
LV	LOW-VOLTAGE
MAX	MAXIMUM
MIN	MINIMUM
MV	MEDIUM-VOLTAGE
NEC	NATIONAL ELECTRIC CODE
NIC	NOT IN CONTRACT
NRTL	NATIONALLY-RECOGNIZED TESTING LABORATORY
NTS	NOT TO SCALE
OC	ON CENTER
PCC	POINT OF COMMON COUPLING
PLC	POWER LINE COMMUNICATION
PV	PHOTOVOLTAIC
PP	POWERPACK
PVC	POLYVINYL CHLORIDE
RSD	RAPID SHUTDOWN
SCCR	SHORT CIRCUIT CURRENT RATING
SCH	SCHEDULE
SQ	SQUARE
SS	STAINLESS STEEL
SSD	SEE STRUCTURAL DRAWINGS
STC	STANDARD TESTING CONDITIONS
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
W	WATT

ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS

1. ELECTRIC VEHICLE CHARGING STATION EQUIPMENT IN THIS DESIGN MEET THE REQUIREMENTS OF THE CALIFORNIA ELECTRICAL CODE, THE SOCIETY OF AUTOMOTIVE ENGINEERS, THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION, AND ACCREDITED TESTING LABORATORIES SUCH AS UNDERWRITERS LABORATORIES, AND RULES OF THE PUBLIC UTILITIES COMMISSION OR A MUNICIPAL ELECTRIC UTILITY COMPANY REGARDING SAFETY AND RELIABILITY.
2. THE INSTALLATION OF THIS EVCS AND ASSOCIATED WIRING, BONDING, DISCONNECTING MEANS AND OVERCURRENT PROTECTIVE DEVICES MEET THE REQUIREMENTS OF ARTICLE 625 AND ALL APPLICABLE PROVISIONS OF THE CALIFORNIA ELECTRICAL CODE.
3. INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS HAVE BEEN INCORPORATED INTO THE LOAD CALCULATIONS OF THE NEW OR EXISTING ELECTRICAL SERVICE AND MEETS THE REQUIREMENTS OF THE CALIFORNIA ELECTRICAL CODE. THE ELECTRIC VEHICLE CHARGING EQUIPMENT IN THIS DESIGN IS CONSIDERED A CONTINUOUS LOAD.
4. THE ANCHORAGE OF ALL FLOOR-MOUNTED OR WALL-MOUNTED ELECTRIC VEHICLE CHARGING STATION EQUIPMENT MEET THE REQUIREMENTS OF THE CALIFORNIA BUILDING OR RESIDENTIAL CODE AS APPLICABLE PER OCCUPANCY, AND THE PROVISIONS OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. MOUNTING OF CHARGING STATIONS DO NOT ADVERSELY AFFECT BUILDING ELEMENTS.

GENERAL NOTES

1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS, CONTRACT AND CONSTRUCTION DOCUMENTS.
2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT,APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE PLANS AND IN THE CONTRACT DOCUMENTS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRM THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER PRIOR TO BID SUBMITTAL.
4. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONTRACT AND CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES, INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. IF THE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT AND CONSTRUCTION DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW AND RESOLVE THE CONFLICT WITH DIRECTION FROM THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION TO THE SATISFACTION OF THE PROPERTY OWNER.
8. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR AND DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE.
9. THE CONTRACTOR IS TO KEEP THE GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH, AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
10. DRAWINGS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
11. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK,WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
12. SUBCONTRACTOR INITIATED CHANGES SHALL BE SUBMITTED IN WRITING FOR APPROVAL BEFORE MAKING ANY CHANGES. DEVIATION FROM PLANS BEFORE WRITTEN APPROVAL FROM THE DRAWINGS PLACES LIABILITY ON THE SUBCONTRACTOR.
13. APPROVALS FROM BUILDING INSPECTORS SHALL NOT CONSTITUTE AUTHORITY TO DEVIATE FROM THE DRAWINGS.
14. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800) 227-2600, AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY EXCAVATION.
15. ALL SURFACES SHALL BE PATCHED AND PAINTED AROUND NEW DEVICES AND EQUIPMENT TO MATCH EXISTING FINISHES.
16. NEW PAVEMENT INSTALLED AS PART OF THIS PROJECT SHALL MATCH EXISTING PAVEMENT SECTION. ASPHALT AND GAB DEPTHS SHALL BE MAINTAINED.
17. CONTRACTOR NEEDS TO HAVE THE BUSINESS NAME ON ALL TRUCKS.
18. CONTRACTOR MUST HAVE A CURRENT BUSINESS LICENSE WITHIN THE PERMITTING JURISDICTION.

BUILDING CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST APPLICABLE VERSION OF THESE CODES.

1. 2022 CALIFORNIA BUILDING CODE (CBC)
   WORK PERFORMED SHALL COMPLY WITH THE FOLLOWING:

PART 1, 2022	CALIFORNIA ADMINISTRATIVE CODE	
PART 2, 2022	CALIFORNIA BUILDING CODE	CBC (2021 IBC)
PART 2.5, 2022	CALIFORNIA RESIDENTIAL CODE	CRC (2021 IRC)
PART 3, 2022	CALIFORNIA ELECTRICAL CODE	CEC, NFPA 70 (2020 NEC)
PART 4, 2022	CALIFORNIA MECHANICAL CODE	CMC (2021 UMC)
PART 5, 2022	CALIFORNIA PLUMBING CODE	CPC (2021 UPC)
PART 6, 2022	CALIFORNIA ENERGY CODE	CEC (2021 IECC)
PART 8, 2022	CALIFORNIA HISTORICAL BUILDING CODE	CHBC
PART 9, 2022	CALIFORNIA FIRE CODE	CFC (2021 IFC)
PART 10, 2022	CALIFORNIA EXISTING BUILDING CODE	CEBC (2021 IEBC)
PART 11, 2022	CALIFORNIA GREEN BUILDING STANDARD CODE	CGBSC (2021 IGBC)
PART 12, 2022	CALIFORNIA REFERENCED STANDARD CODE	CRSC

ALL APPLICABLE LOCAL & STATE ORDINANCES, CODES AND REGULATIONS AND 2022 CALIFORNIA STATE STANDARDS CODE & AMENDMENTS.

2. LOCAL BUILDING CODE
3. CITY/COUNTY ORDINANCES
4. NFPA 76 FIRE PROTECTION OF TELECOMMUNICATIONS FACILITIES
5. NFPA 110-16 EMERGENCY & STANDBY POWER SYSTEMS.

SCOPE OF WORK

UTILITY	PG&E - RULE 29			
CATEGORY	ITEMS	TESLA	TESLA CONTRACTOR	UTILITY
PRIMARY	PROVIDE ROAD CUTS / ROAD BORES			X
	PRIMARY TRENCHING			X
	PROVIDED & INSTALL PRIMARY CONDUIT			X
	INSTALL PULL ROPE			X
	PROVIDE & INSTALL PRIMARY FEEDERS			X
	PAVEMENT REPLACEMENT			X
TRANSFORMER	PROVIDE & INSTALL TRANSFORMER PAD			X
	PROVIDE & INSTALL TRANSFORMER			X
	PROVIDE & INSTALL BOLLARDS AT TRANSFORMER			X
SECONDARY	PROVIDE ROAD CUTS / ROAD BORES			X
	TRENCHING			X
	PROVIDE & INSTALL CONDUIT FROM SWITCHBOARD OUT 5' TO TRANSFORMER		X	
	PROVIDE & INSTALL CONDUIT FROM TRANSFORMER TO SWITCHBOARD STUB OUT			X
	INSTALL PULL ROPE			X
	PROVIDE & INSTALL SECONDARY CONDUCTORS			X
	TERMINATE SECONDARY CONDUCTORS AT TRANSFORMER			X
	TERMINATE SECONDARY CONDUCTORS AT SWITCHBOARD			X
	PAVEMENT REPLACEMENT			X
SWITCHBOARD	PROVIDE SWITCHBOARD & PRE-CAST FDN.	X		
	INSTALL SWITCHBOARD & PRE-CAST FDN.		X	
	PROVIDE BOLLARDS AT SWITCHBOARD	X		
	INSTALL BOLLARDS AT SWITCHBOARD		X	
	PROVIDE & INSTALL METER			X
EQUIPMENT	PROVIDE PRECAST CHARGE POST BASE (WHERE OCCURS)	X		
	INSTALL PRECAST CHARGE POST BASE (WHERE OCCURS)		X	
	PROVIDE & INSTALL POUR IN PLACE CHARGE POST FDN. (WHERE OCCURS)		X	
	PROVIDE TESLA CHARGE POSTS	X		
	INSTALL TESLA CHARGE POSTS		X	
	PROVIDE TESLA SUPERCHARGER PRECAST FOUNDATION	X		
	INSTALL TESLA SUPERCHARGER PRECAST FOUNDATION		X	
	PROVIDE TESLA SUPERCHARGER CABINETS	X		
	INSTALL TESLA SUPERCHARGER CABINETS		X	
	PROVIDE ACCESSIBLE PARKING SIGNS	X		
	PROVIDE & INSTALL ACCESSIBLE PARKING SIGN POSTS (WHERE OCCURS)		X	
	PROVIDE BOLLARDS (BOLT DOWN) (WHERE OCCURS)	X		
	INSTALL BOLLARDS (BOLT DOWN) (WHERE OCCURS)		X	
	PROVIDE BOLLARDS (DRILLED PIER) (WHERE OCCURS)	X		
	INSTALL BOLLARDS (DRILLED PIER) (WHERE OCCURS)		X	
	PARKING LOT STRIPING LINE BLACKOUT (AT ALL NEW TESLA EV STALLS)		X	
	PARKING LOT NEW STRIPING AT NEW TESLA EV STALLS		X	
	PROVIDE TRASH RECEPTACLE	X		
	INSTALL TRASH RECEPTACLE (ON NEW CONCRETE POURED PAD)		X	
	INSTALL PARKING LOT LIGHT POLE FOUNDATION (WHERE OCCURS)		X	
	PROVIDE PARKING LOT LIGHT POLE WITH LIGHT FIXTURE (WHERE OCCURS)	X		
	INSTALL PARKING LOT LIGHT POLE WITH LIGHT FIXTURE (WHERE OCCURS)		X	

TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

GENERAL INFORMATION

REVISIONS

No.	DESCRIPTION	DATE
A	CD50, FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

G002

SUPERCHARGER NOTES

1. NEUTRAL MUST BE INCLUDED FOR PROPER OPERATION OF TESLA SUPERCHARGERS.
2. ALL CONDUIT FURNISHED AND INSTALLED BY CONTRACTOR. ALL WIRING FURNISHED BY TESLA AND INSTALLED BY CONTRACTOR.
3. ALL BUSHINGS AND WIRING INTERNAL OF PROPOSED SERVICE EQUIPMENT PROVIDED BY MANUFACTURER. ANY MODIFICATIONS SHALL REQUIRE ENGINEERING APPROVAL PRIOR TO ANY CHANGES BEING MADE.
4. ALL ALUMINUM(AI) CONDUCTORS TO RECEIVE ANTI-OXIDATION COATING DURING INSTALLATION. ALL OTHER CONDUCTORS ARE COPPER UNLESS OTHERWISE NOTED.
5. THE FOLLOWING CHARGING CABINETS AND THE CHARGING POSTS USED ON THIS PROJECT COMPLY WITH THE FOLLOWING STANDARDS:

- IEC 61851-23: 2014 / EN 61851-23: 2014
- UL 2202: 2009(R2012)
- CAN CSA C22.2 NO. 107.1-01(R2011)

6. THE AFOREMENTIONED STANDARDS IDENTIFY THE REQUIREMENTS MET BY THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO:

- PROTECTION AGAINST ELECTRIC SHOCK
- OVERLOAD AND SHORT CIRCUIT PROTECTION
- FAULT PROTECTION
- DEGREES OF PROTECTION AGAINST ACCESS TO HAZARDOUS LIVE PARTS
- THE INTERNAL COMPONENTS OF THE SYSTEM ARE PROPRIETARY. ANY QUESTIONS CONCERNING ACTUAL INTERNAL PROTECTIVE DEVICES MUST BE COORDINATED DIRECTLY WITH TESLA.

7. TESLA SUPERCHARGER SIGNAL WIRING RATED 1000V AND USED FOR POWER LIMITED CLASS 1 CIRCUITS SHALL BE PERMITTED TO RUN IN CONDUITS, CABLE TRAYS, WIRE WAYS, OR RACEWAYS ALONG WITH ASSOCIATED DC CONDUCTORS AS ALLOWED PER CEC 725.48(B)(1) AND 620.36.
8. SUPERCHARGER CABINET AC CONDUCTORS SIZED UNDER ENGINEERING SUPERVISION USING THERMAL MODELING SOFTWARE. SPECIFICATIONS ABOUT THE TRENCHING REQUIREMENTS ARE SHOWN IN E-501
9. FOR DC RUNS IN EXCESS OF 330 FEET, CONTACT TESLA.
10. UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC. THE ABOVEGROUND PORTION OF AN UNDERGROUND/ABOVEGROUND TRANSITION SHALL BE SCHEDULE 80 PVC.
11. ABOVEGROUND CONDUITS EXPOSED TO VEHICULAR OR EQUIVALENT PHYSICAL DAMAGE SHALL BE RMC. ABOVEGROUND CONDUITS NOT EXPOSED TO VEHICULAR OR EQUIVALENT DAMAGE SHALL BE PERMITTED TO BE EMT.
12. IF APPROVED BY TESLA CONSTRUCTION MANAGER, ALTERNATIVE CONDUIT MATERIALS SUCH AS FLEXIBLE OR FIBERGLASS ARE PERMISSIBLE IF INSTALLED PER MANUFACTURER INSTALLATION GUIDELINES AND LOCAL CODES.
13. WIRE SPLICES ARE NOT PERMITTED TO EXTEND WIRE RUN LENGTH. CONTRACTOR IS RESPONSIBLE FOR RERUNNING FULL LENGTH OF WIRE IF RUN LENGTH IS MISCALCULATED.
14. SPECIAL INSPECTION IS REQUIRED FOR ALL POST-INSTALLED CONCRETE ANCHORS

ELECTRICAL GENERAL NOTES

1. PROVIDE ALL ELECTRICAL WORK AND MATERIALS AS SHOWN ON THE DRAWINGS, AS CALLED FOR HEREIN, AS IS NECESSARY TO FURNISH A COMPETE INSTALLATION.
2. THE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ADOPTED CALIFORNIA ELECTRICAL CODE, STATE OF CALIFORNIA TITLE 24, ALL OTHER APPLICABLE CODES AND ORDINANCES AND THE REQUIREMENTS OF THE FIRE MARSHALL.
3. THE CONTRACTOR SHALL BE RESPONS1BLE FOR THE SAFETY AND GOOD CONDITION OF ALL MATERIALS AND EQUIPMENT FOR THE ENTIRE INSTALLATION AND UNIT COMPLETION OF WORK, ERECT AND MAINTAIN APPROVED AND SUITABLE BARRIERS, PROTECTIVE DEVICES AND WARNING SIGNS, BE FULLY RESPONSIBLE FOR ANY LOSS OR INJURY TO PERSONS OR PROPERTY RESULTING FROM NEGLIGENCE AND / OR ENFORCEMENT OF ALL SAFETY PRECAUTIONS & WARNINGS.
4. ALL WIRING SHALL BE MANAGED IN A PROFESSIONAL, WORKMAN-LIKE MANNER AND MUST BE SUPPORTED, SECURED, AND PROTECTED TO PREVENT DAMAGE.
5. AC CIRCUIT CONDUCTORS SHALL BE IDENTIFIED BY PHASE AND SYSTEM PER ART 210.5 OR 215.12. UNLESS OTHERWISE REQUIRED BY ART 210.5(1) OR AHJ, COLOR-CODING OF POWER CONDUCTORS SHALL BE AS FOLLOWS:

CONDUCTOR	277/480V	120/208V
PHASE A	BROWN	BLACK
PHASE B	ORANGE	RED
PHASE C	YELLOW	BLUE
NEUTRAL	GRAY	WHITE

6. DC CIRCUIT CONDUCTORS SHALL BE IDENTIFIED PER ART 210.5 OR 215.12:

CONDUCTOR	STD COLOR	ALT COLOR
DC+	RED	RED-STRIPED
DC-	BLACK	BLACK-STRIPED

7. ALL SAW CUTTING, TRENCHING, BACK FILLING AND PATCHING SHALL BE PART OF THIS CONTRACT.
8. TERMINATIONS OF AC, DC, AND COMMUNICATIONS CONDUCTORS SHALL BE PROFESSIONALLY AND LEGIBLY LABELED WITH CIRCUIT SCHEDULE IDENTIFIER, CONDUCTOR SIZE (AS APPLICABLE) AND TERMINATION TORQUE.
9. ALL EQUIPMENT SHALL BE LISTED BY A NRTL IN COMPLIANCE WITH ART 110.3. WHERE EXISTING NRTL LISTING CANNOT BE MAINTAINED, ENGINEERING APPROVAL SHALL BE OBTAINED PRIOR TO EQUIPMENT MODIFICATION, AND THE EQUIPMENT SHALL BE RELISTED BY A SUITABLE NRTL.
10. UNDERGROUND CONDUCTORS & CABLES TO BE INSTALLED IN CONDUIT UON.
11. ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR MULE TAPE.
12. ALL WIRES SHALL BE PROVIDED WITH STRAIN RELIEF AT ALL ENTRY INTO BOXES AS REQUIRED BY NRTL LISTING.
13. REFER TO MANUFACTURER'S CURRENT PLANNING AND INSTALLATION MANUAL FOR TORQUE SPECS FOR ALL BOLTS AND TERMINAL CONNECTIONS.
14. ALL CONDUCTOR TERMINATIONS ON BUSSING OR TRANSFORMER SPADES SHALL BE MADE WITH HIGH-PRESS CRIMP LUGS UON.
15. ALL TERMINATIONS OF ALUMINUM CONDUCTORS SHALL BE PROPERLY INSTALLED WITH BEST PRACTICES INCLUDING BUT NOT LIMITED TO:

- USE OF TERMINATION EQUIPMENT RATED FOR ALUMINUM AT THE CONDUCTOR TEMPERATURE, CURRENT, AND VOLTAGE
- ALLOWANCE FOR MOVEMENT DUE TO THERMAL EXPANSION/CONTRACTION
- PROPER COATING OF EXPOSED ALUMINUM WITH ANTI-OXIDIZATION COMPOUND
- USE OF CALIBRATED DEVICES TO TORQUE AND MARK TERMINALS TO REQUIRED SETTINGS

16. DUCT SEAL COMPOUND SHALL BE APPLIED WHEREVER CONDUITS TRANSITION INDOOR/OUTDOOR OR UNDERGROUND/ABOVEGROUND. REFER TO EQUIPMENT NOTES FOR ADDITIONAL DUCT SEAL REQUIREMENTS.
17. BELL ENDS SHALL BE INSTALLED WHEREVER CONDUIT ENTERS EQUIPMENT FROM UNDERGROUND AND WHEREVER POTENTIAL FOR DAMAGE TO CONDUCTORS IS PRESENT AT ANY POINT. BELL ENDS SHALL NOT PREVENT THE USE OF GROUNDING FITTINGS OR COUPLERS WHEN REQUIRED.
18. ALL STUB-UPS WITHIN FLOOR-MOUNTED EQUIPMENT SHALL BE 3-5" ABOVE FINISHED GRADE.
19. ALL CONDUITS EXPOSED TO VEHICULAR OR EQUIVALENT PHYSICAL DAMAGE SHALL BE RIGID GALVANIZED STEEL.
20. GROUND LUGS SHALL BE RATED FOR THEIR ENVIRONMENT AND CONDITION OF USE.
21. CLEAN PREMISES DAILY OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK PREMISES IN A COMPLETE AND UNDAMAGED CONDITION.
22. COMPRESSION FITTINGS TO BE USED ON ALL CONDUITS (NO SETSCREWS).
23. THE GFPE DEVICE MUST BE FIELD TESTED PRIOR TO BEING PUT INTO SERVICE AS REQUIRED BY CEC 230.95(C).

CONCRETE NOTES

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318 MOST CURRENT EDITION.
2. CONTRACTOR SHALL VERIFY SITE CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES FOR RESOLUTION PRIOR TO PROCEEDING.
3. CONCRETE SHALL CONFORM TO ASTM C-94.
4. CEMENT SHALL CONFORM TO ASTM C150, TYPE II.
5. CONCRETE - MATERIALS: AGGREGATE, ASTM C-33; WATER, POTABLE; TRANSIT MIX, ASTM C-94; ADMIXTURE, ONLY WITH WRITTEN APPROVAL. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACE IN ACCORDANCE WITH C.B.C. SECTION 1903 AND ACI 318. STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY CONCRETE WHICH FAILS TO ATTAIN SPECIFIED STRENGTH IN 28 DAYS IF SO DIRECTED BY THE ENGINEER.
   5.1. THE CONTRACTOR SHALL PROVIDE CONCRETE WITH THE FOLLOWING SPECIFIED 28 DAY STRENGTH (F'c)

5.1.1.	CONCRETE PAD/SLAB	2,500 PSI, NO SPECIAL INSPECTION REQUIRED
5.1.2.	FOUNDATION PIERS	2,500 PSI, NO SPECIAL INSPECTION REQUIRED
5.1.3.	CEMENT SHALL BE ASTM C150, PORTLAND CEMENT TYPE II U.N.O.	

6. REINFORCING SHALL BE FREE OF LOOSE RUST OR OTHER DELETERIOUS COATING.
7. REINFORCING AND TIE DOWN ANCHORS SHALL BE SECURED IN PLACE PRIOR TO POURING THE FOUNDATION CONCRETE.
8. THE GENERAL CONTRACTOR SHALL SUPERVISE AND BE RESPONSIBLE FOR THE METHODS AND PROCEDURES OF CONCRETE PLACEMENT.
9. ALL CONCRETE WITH SURFACES EXPOSED TO STANDING WATER SHALL BE AIR-ENTRAINED WITH AN AIR-ENTRAINING AGENT CONFORMING TO ASTM 260, C494, C618, C989 AND C1017. TOTAL AIR CONTENT SHALL BE IN ACCORDANCE WITH TABLE 1904.2.1 OF THE C.B.C.
10. REINFORCING STEEL SHALL CONFORM TO ASTM A615 (INCLUDING SUPPLEMENTS1), GRADE 60, FY=60,000PSI EXCEPTIONS, ANY BARS SPECIFICALLY 40 NOTED ON THE DRAWINGS SHALL BE GRADE 40, FY=40,000 PSI. GRADE 60 REINFORCING BARS INDICTED ON THE DRAWINGS TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING COMPLYING WITH ASTM A615(S1) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A.W.S. D14 ARE SUBMITTED.
11. REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 315 AND 318. LAP ALL CONTINUOUS REINFORCEMENT AT LEAST 309 BAR DIAMETERS OR A MINIMUM OF 2'-0". PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
12. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185
13. SPIRAL REINFORCEMENT SHALL BE DEFORMED WIRE CONFORMING TO ASTMA615. GRADE 60, FY 60,000PSI.
14. USE Fy=60 ksi, TYPICAL AND 60 KSI FOR TIES AND STIRRUPS. REINFORCING MIN. COVER SHALL BE AS FOLLOWS:
15. NO BARS PARTIALLY EMBEDDED N HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY DIAMOND ENGINEERING SERVICES (DES)
    CONCRETE PROTECTION (COVER) FOR REINFORCING STEEL SHALL BE AS FOLLOWS.

15.1.	FOOTING AND OTHER UNFORMED SURFACES, EARTH FACE	3"
15.2.	FORMED SURFACES EXPOSED TO EARTH OR WEATHER (#6 BARS OR LARGER)	2"
	(#5 BARS OR LARGER	1-1/2"
15.3.	SLABS AND WALLS (INTERIOR FACE)	3/4"

16. BARS SHALL BE SUPPORTED ON CHAIRS OR CONCRETE BRICKS.
17. MINIMUM LAP SPLICE SHALL BE 48 BAR DIAMETERS UNLESS OTHERWISE NOTED.
18. MINIMUM BEND DIAMETER SHALL BE 6 BAR DIAMETERS UNLESS OTHERWISE NOTED.
19. CONCRETE SHALL BE PLACED AGAINST FIRM UNDISTURBED NON EXPANSIVE SOIL AT DEPTH SHOWN. WHERE OTHER CONDITIONS ARE ENCOUNTERED DURING EXCAVATION THE ENGINEER OF RECORD SHALL BE NOTIFIED AND REMEDIAL MEASURES PRESCRIBED PRIOR TO PROCEEDING WITH WORK.
20. BOTTOM OF FOOTING TRENCHES SHALL BE CLEAN AND LEVEL. REMOVE DEBRIS PRIOR TO PLACING CONCRETE.
21. ANCHOR BOLTS SHALL CONFORM TO ASTM F1554 GRADE 55 AND WITHOUT SIGNIFICANT RUST.
22. PROVIDE A 3/4" CAMPHOR AT EXPOSED EDGES OF CONCRETE.
23. NON-SHRINK GROUT SHALL BE FURNISHED BY AN APPROVED MANUFACTURE AND SHALL BE MIXED AND PLACED IN STRICT ACCORDANCE WITH THE MANUFACTURE'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL 7,000 PSI.
24. ANCHORS INSTALLED IN CONCRETE SHALL BE HOT DIPPED GALVANIZED PER A123/A123M-00 OR STAINLESS STEEL.
25. REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED PRIOR TO PLACING CONCRETE.
26. CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY MOTORIZED VIBRATORY MEANS AND THOROUGHLY WORKED AROUND REINFORCEMENT. EMBEDDED ITEMS AND INTO CORNERS OF FORMS.
27. FOUNDATION DESIGN IS BASED ON THE MINIMUM REQUIREMENTS OF CHAPTER 18 OF THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE VOLUME II (CBC) AND SPECTRAL RESPONSE VALUES. THE ANALYSIS IS BASED ON THE MINIMUM REQUIREMENTS OF CHAPTER 18 OF THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE VOLUME II (CBC) AND SPECTRAL RESPONSE VALUES PROVIDED BY USGS, INCLUDED IN THE APPENDIX.

TESLA
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PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

NOTES

REVISIONS

No.	DESCRIPTION	DATE
A	CD50, FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

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G003

1 **SITE PLAN**

SCALE: 1" = 20'-0"

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SITE PLAN

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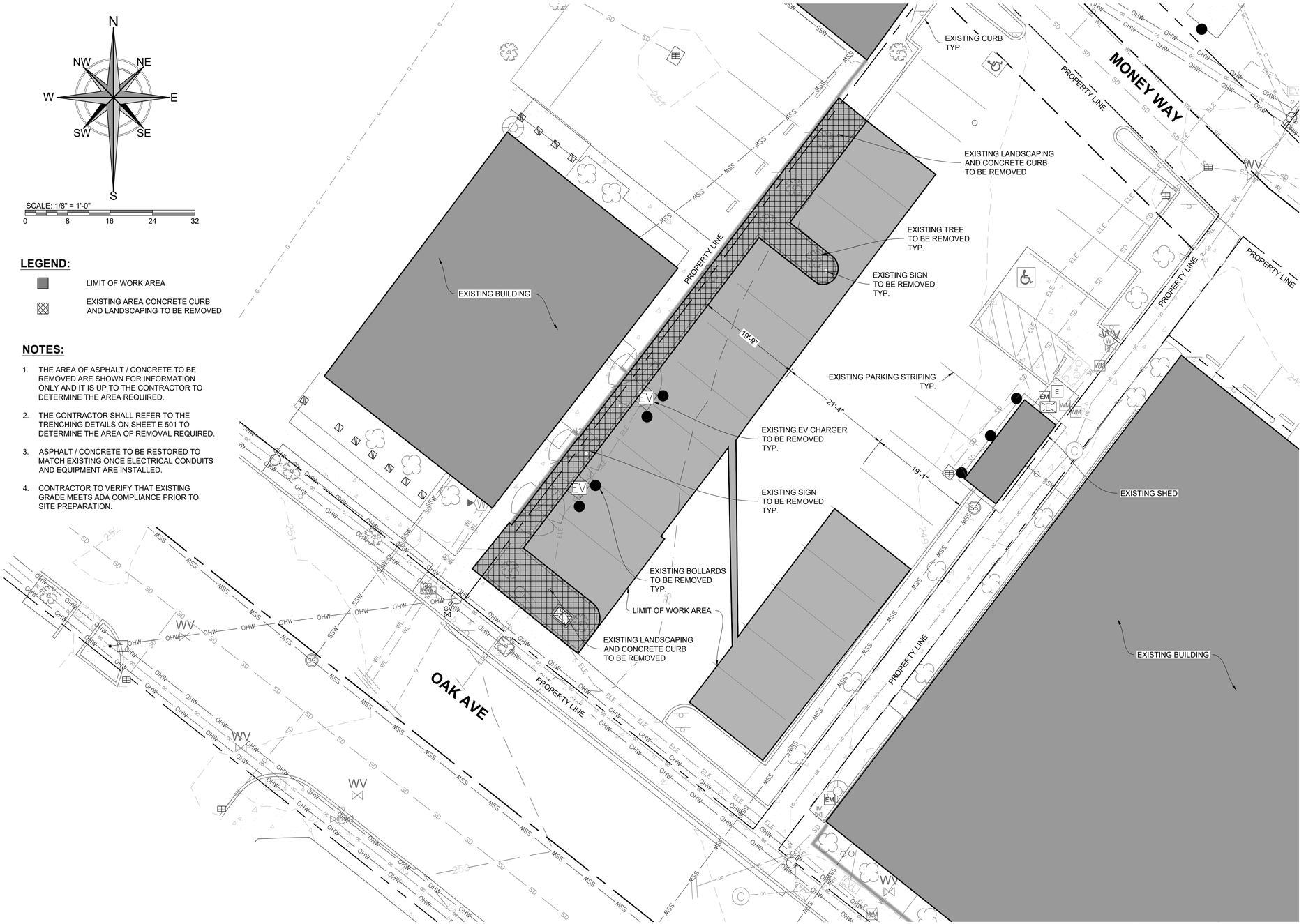
G101

LEGEND:

- LIMIT OF WORK AREA
- EXISTING AREA CONCRETE CURB AND LANDSCAPING TO BE REMOVED

NOTES:

1. THE AREA OF ASPHALT / CONCRETE TO BE REMOVED ARE SHOWN FOR INFORMATION ONLY AND IT IS UP TO THE CONTRACTOR TO DETERMINE THE AREA REQUIRED.
2. THE CONTRACTOR SHALL REFER TO THE TRENCHING DETAILS ON SHEET E 501 TO DETERMINE THE AREA OF REMOVAL REQUIRED.
3. ASPHALT / CONCRETE TO BE RESTORED TO MATCH EXISTING ONCE ELECTRICAL CONDUITS AND EQUIPMENT ARE INSTALLED.
4. CONTRACTOR TO VERIFY THAT EXISTING GRADE MEETS ADA COMPLIANCE PRIOR TO SITE PREPARATION.



1 **DEMOLITION PLAN**

SCALE: 1/8" = 1'-0"

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DEMOLITION PLAN

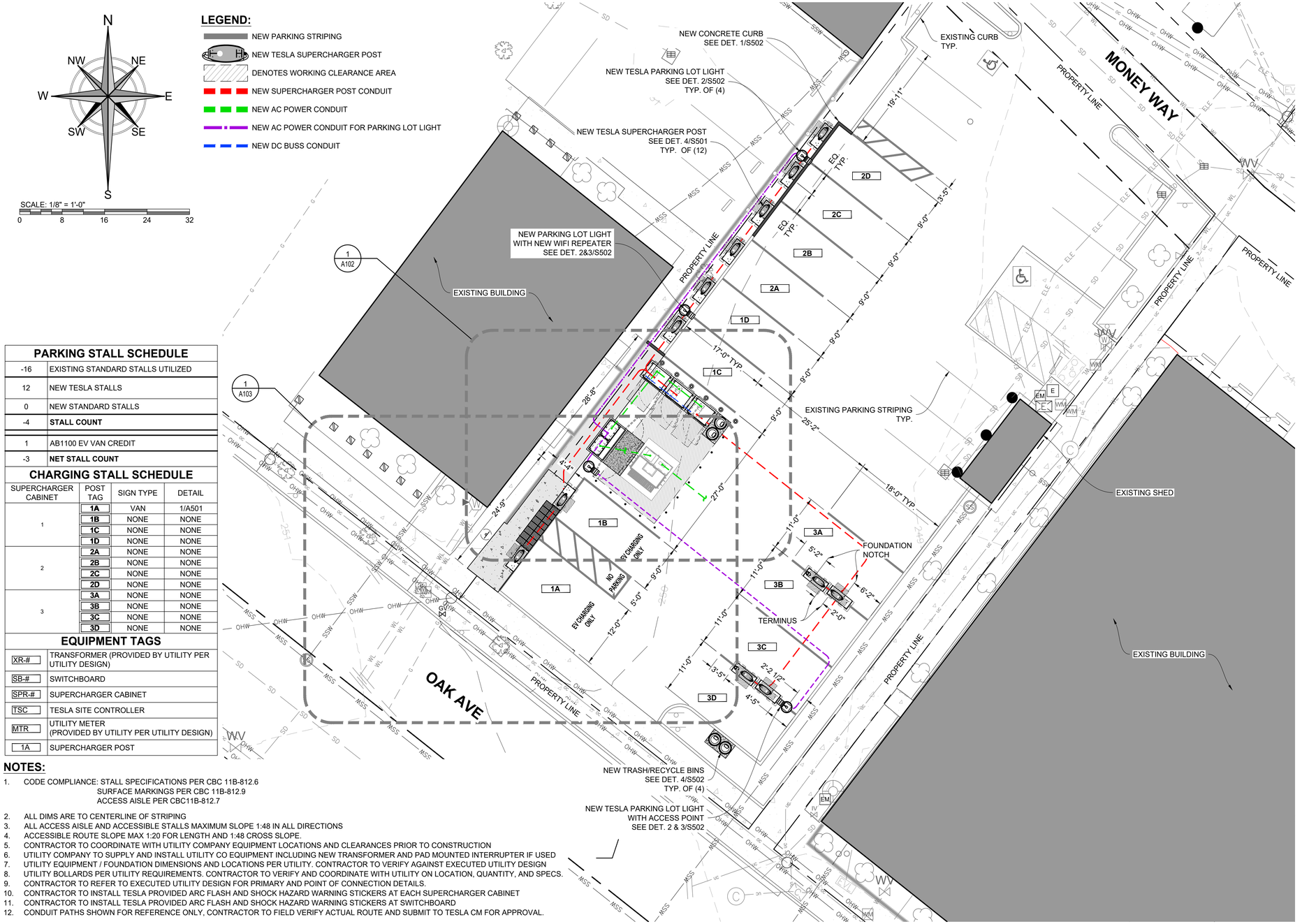
REVISIONS

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D101



PARKING STALL SCHEDULE

-16	EXISTING STANDARD STALLS UTILIZED
12	NEW TESLA STALLS
0	NEW STANDARD STALLS
-4	**STALL COUNT**
1	AB1100 EV VAN CREDIT
-3	**NET STALL COUNT**

CHARGING STALL SCHEDULE

SUPERCHARGER CABINET	POST TAG	SIGN TYPE	DETAIL
1	1A	VAN	1/A501
	1B	NONE	NONE
	1C	NONE	NONE
	1D	NONE	NONE
2	2A	NONE	NONE
	2B	NONE	NONE
	2C	NONE	NONE
	2D	NONE	NONE
3	3A	NONE	NONE
	3B	NONE	NONE
	3C	NONE	NONE
	3D	NONE	NONE

EQUIPMENT TAGS

XR-#	TRANSFORMER (PROVIDED BY UTILITY PER UTILITY DESIGN)
SB-#	SWITCHBOARD
SPR-#	SUPERCHARGER CABINET
TSC	TESLA SITE CONTROLLER
MTR	UTILITY METER (PROVIDED BY UTILITY PER UTILITY DESIGN)
1A	SUPERCHARGER POST

NOTES:

1. CODE COMPLIANCE: STALL SPECIFICATIONS PER CBC 11B-812.6
   SURFACE MARKINGS PER CBC 11B-812.9
   ACCESS AISLE PER CBC11B-812.7
2. ALL DIMS ARE TO CENTERLINE OF STRIPING
3. ALL ACCESS AISLE AND ACCESSIBLE STALLS MAXIMUM SLOPE 1:48 IN ALL DIRECTIONS
4. ACCESSIBLE ROUTE SLOPE MAX 1:20 FOR LENGTH AND 1:48 CROSS SLOPE.
5. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY EQUIPMENT LOCATIONS AND CLEARANCES PRIOR TO CONSTRUCTION
6. UTILITY COMPANY TO SUPPLY AND INSTALL UTILITY CO EQUIPMENT INCLUDING NEW TRANSFORMER AND PAD MOUNTED INTERRUPTER IF USED
7. UTILITY EQUIPMENT / FOUNDATION DIMENSIONS AND LOCATIONS PER UTILITY. CONTRACTOR TO VERIFY AGAINST EXECUTED UTILITY DESIGN
8. UTILITY BOLLARDS PER UTILITY REQUIREMENTS. CONTRACTOR TO VERIFY AND COORDINATE WITH UTILITY ON LOCATION, QUANTITY, AND SPECS.
9. CONTRACTOR TO REFER TO EXECUTED UTILITY DESIGN FOR PRIMARY AND POINT OF CONNECTION DETAILS.
10. CONTRACTOR TO INSTALL TESLA PROVIDED ARC FLASH AND SHOCK HAZARD WARNING STICKERS AT EACH SUPERCHARGER CABINET
11. CONTRACTOR TO INSTALL TESLA PROVIDED ARC FLASH AND SHOCK HAZARD WARNING STICKERS AT SWITCHBOARD
12. CONDUIT PATHS SHOWN FOR REFERENCE ONLY, CONTRACTOR TO FIELD VERIFY ACTUAL ROUTE AND SUBMIT TO TESLA CM FOR APPROVAL.

1 AREA PLAN

SCALE: 1/8" = 1'-0"

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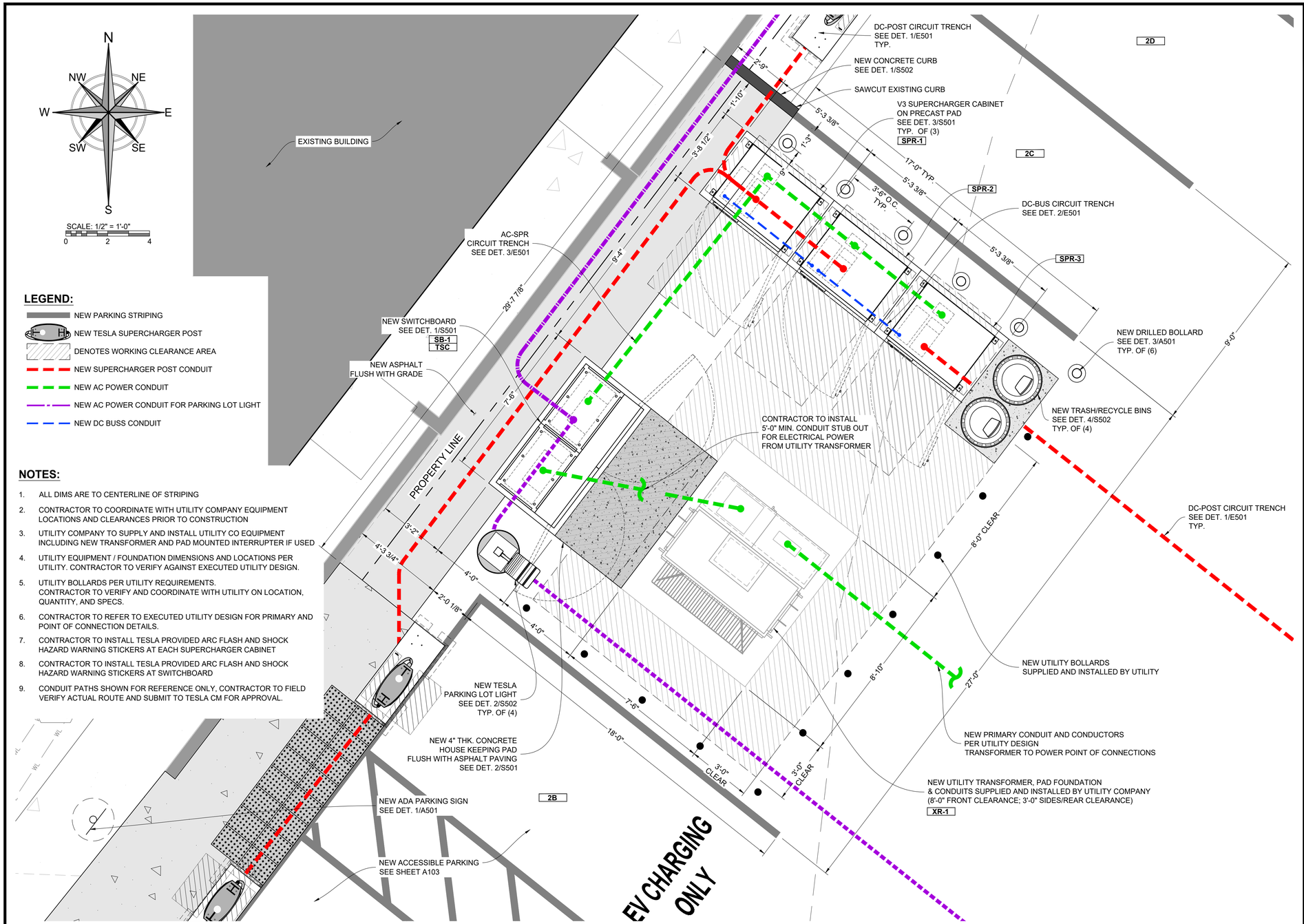
AREA PLAN

REVISIONS

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1 **UTILITY EQUIPMENT**

SCALE: 1/2" = 1'-0"

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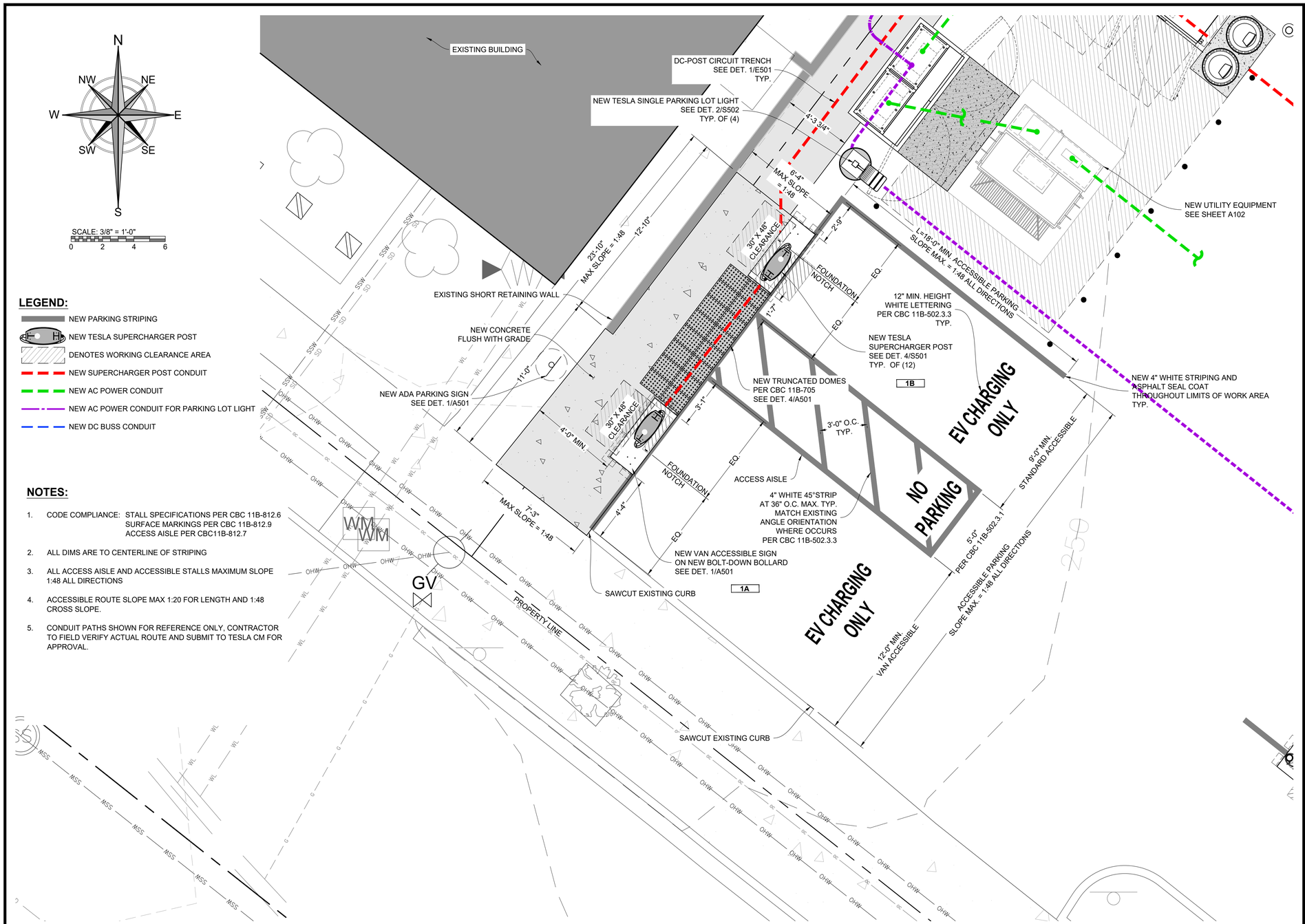
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(12) SUPERCHARGERS

UTILITY EQUIPMENT PLAN

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A102



1 ACCESSIBLE PARKING PLAN

SCALE: 3/8" = 1'-0"

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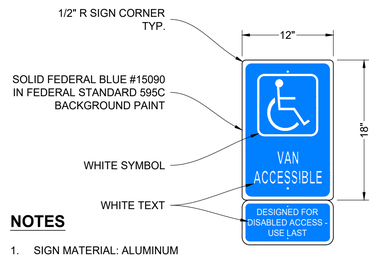
ACCESSIBLE PARKING PLAN

REVISIONS		
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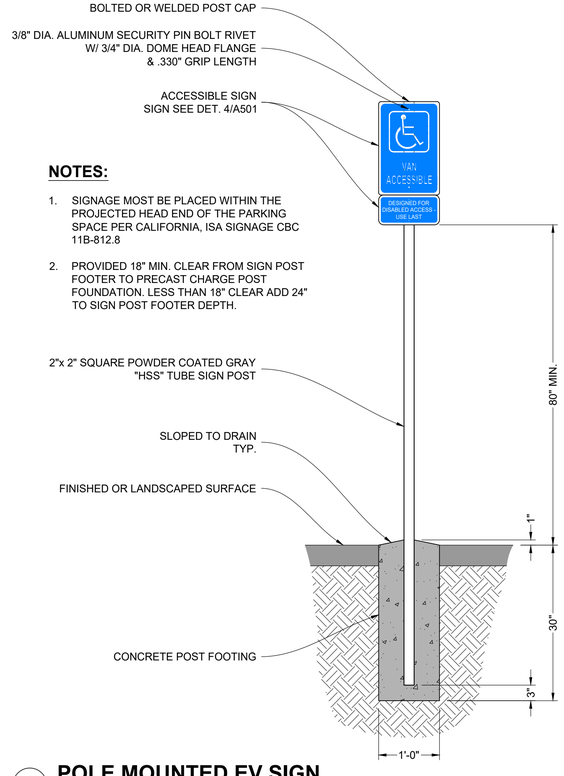


NOTES

1. SIGN MATERIAL: ALUMINUM
2. IDENTIFICATION SIGNS SHALL BE REFLECTORIZED WITH A MINIMUM AREA OF 70 SQUARE INCHES PER CBC 11B-812.8.6.

2 EV VAN ACCESSIBLE STALL PARKING SIGN

SCALE: 1 1/2" = 1'-0"



NOTES:

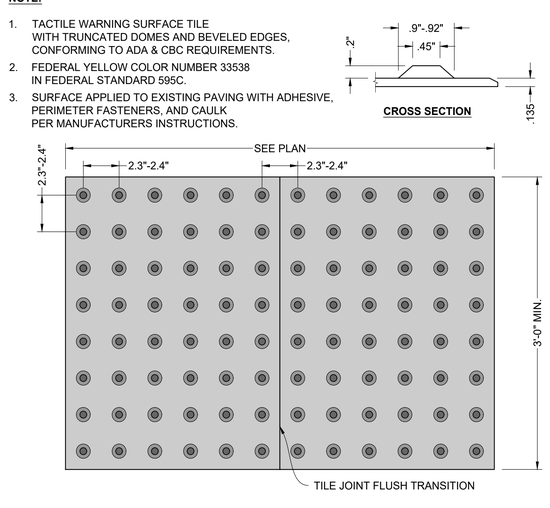
1. SIGNAGE MOST BE PLACED WITHIN THE PROJECTED HEAD END OF THE PARKING SPACE PER CALIFORNIA, ISA SIGNAGE CBC 11B-812.8
2. PROVIDED 18" MIN. CLEAR FROM SIGN POST FOOTER TO PRECAST CHARGE POST FOUNDATION. LESS THAN 18" CLEAR ADD 24" TO SIGN POST FOOTER DEPTH.

1 POLE MOUNTED EV SIGN VAN & STANDARD

SCALE: 1" = 1'-0"

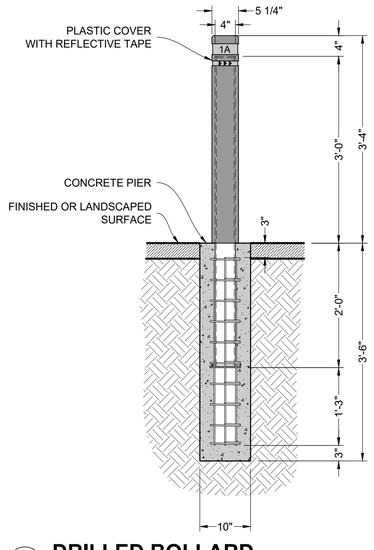
NOTE:

1. TACTILE WARNING SURFACE TILE WITH TRUNCATED DOMES AND BEVELED EDGES, CONFORMING TO ADA & CBC REQUIREMENTS.
2. FEDERAL YELLOW COLOR NUMBER 33538 IN FEDERAL STANDARD 595C.
3. SURFACE APPLIED TO EXISTING PAVING WITH ADHESIVE, PERIMETER FASTENERS, AND CAULK PER MANUFACTURERS INSTRUCTIONS.



4 TACTILE SURFACE TILE W/ TRUNCATED DOMES EXISTING

SCALE: NONE



3 DRILLED BOLLARD

TESLA PART#: 1838200-00-A SCALE: 1" = 1'-0"

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DETAILS

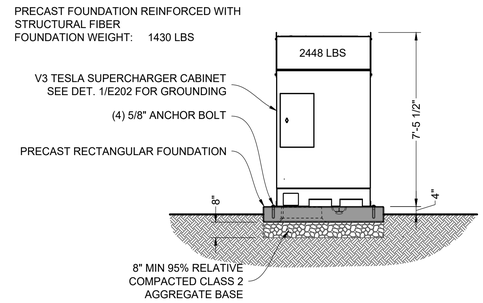
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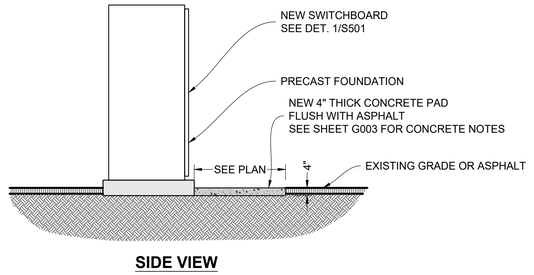
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A501



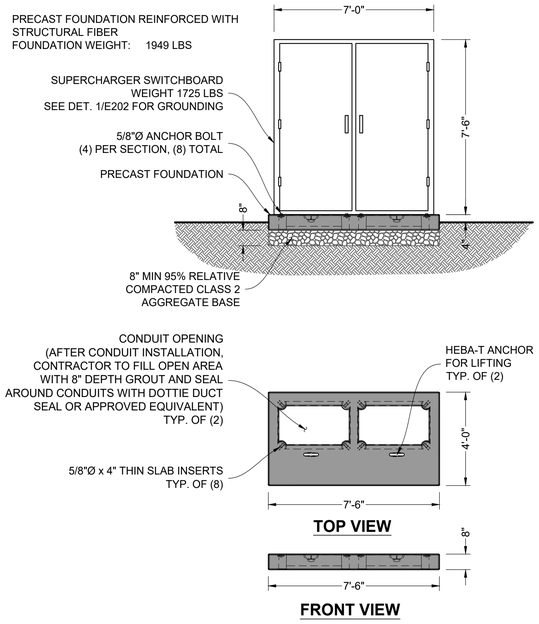
3 V3 SUPERCHARGER CABINET PRECAST FOUNDATION DETAIL

SCALE: 3/8" = 1'-0"



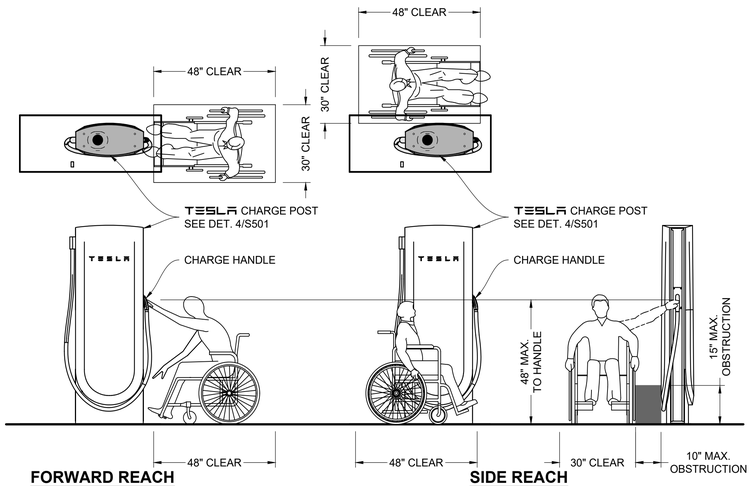
2 HOUSEKEEPING PAD DETAIL

SCALE: 3/8" = 1'-0"



1 SWITCHBOARD AND PRECAST FOUNDATION DETAIL

SCALE: 3/8" = 1'-0"



NOTES:

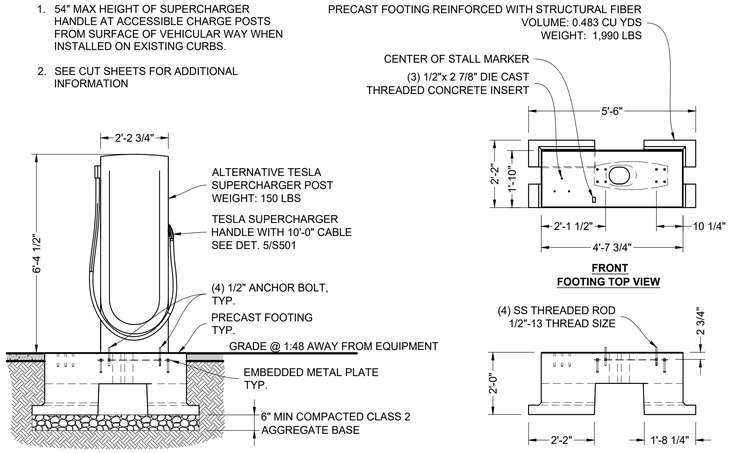
1. DETAIL IS A REFERENCE TO 2022 CBC CHAPTER 11B-308.3
2. PER FIGURE 11B-308.3.1 MAXIMUM UNOBSTRUCTED HIGH SIDE REACH SHALL BE 48" MAXIMUM IN HEIGHT.
3. PER FIGURE 11B-308.3.1 MAXIMUM OBSTRUCTION SHALL BE 10" MAXIMUM IN DEPTH AND 15" MAXIMUM IN HEIGHT.
4. TESLA EV CHARGE POST BASE TO BE INSTALLED FLUSH WITH FINISH GRADE.

5 TESLA SUPERCHARGER POST ADA DETAIL

SCALE: 1/2" = 1'-0"

NOTES:

1. 54" MAX HEIGHT OF SUPERCHARGER HANDLE AT ACCESSIBLE CHARGE POSTS FROM SURFACE OF VEHICULAR WAY WHEN INSTALLED ON EXISTING CURBS.
2. SEE CUT SHEETS FOR ADDITIONAL INFORMATION



4 TESLA SUPERCHARGER POST DETAIL

SCALE: 1/2" = 1'-0"

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DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

STRUCTURAL DETAIL

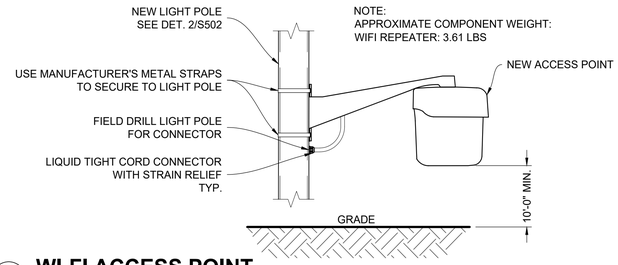
REVISIONS

No.	DESCRIPTION	DATE
A	CD50. FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28

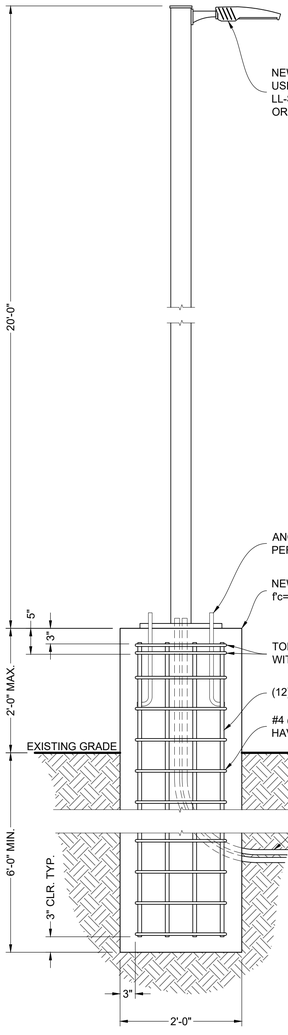
Draw/Check By: ACU / LBS

S501



3 WI-FI ACCESS POINT LIGHT POLE MOUNTING DETAIL

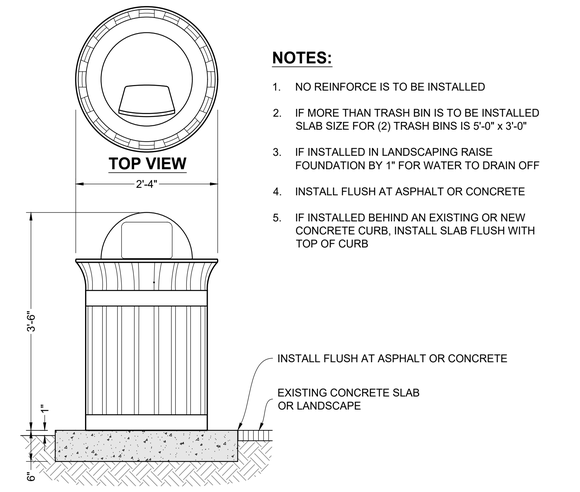
SCALE: 1 1/2" = 1'-0"



NOTE:
CONTINUOUS SPECIAL INSPECTION
OF PLACEMENT OF ANCHOR BOLTS
AND REINFORCEMENT INTO
NEW CONCRETE PIER.

2 LIGHT POLE FOUNDATION SINGLE LIGHT

SCALE: 1" = 1'-0"

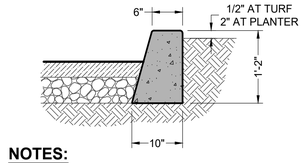


NOTES:

1. NO REINFORCE IS TO BE INSTALLED
2. IF MORE THAN TRASH BIN IS TO BE INSTALLED SLAB SIZE FOR (2) TRASH BINS IS 5'-0" x 3'-0"
3. IF INSTALLED IN LANDSCAPING RAISE FOUNDATION BY 1" FOR WATER TO DRAIN OFF
4. INSTALL FLUSH AT ASPHALT OR CONCRETE
5. IF INSTALLED BEHIND AN EXISTING OR NEW CONCRETE CURB, INSTALL SLAB FLUSH WITH TOP OF CURB

4 TRASH BIN

SCALE: 1" = 1'-0"



NOTES:

1. STEEL TROWEL FINISH CONCRETE CURB WITH 1/2" RUNDED EDGES.
2. PROVIDE EXPANSION JOINT AT 45'-0" O.C. MAX.
3. TOOLED JOINTS AT 15'-0" O.C. MAX.

1 CONCRETE CURB

SCALE: 1" = 1'-0"

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ST HELENA, CA. 94574
(12) SUPERCHARGERS

STRUCTURAL DETAIL

REVISIONS

No.	DESCRIPTION	DATE
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Job No.: TSD24 28
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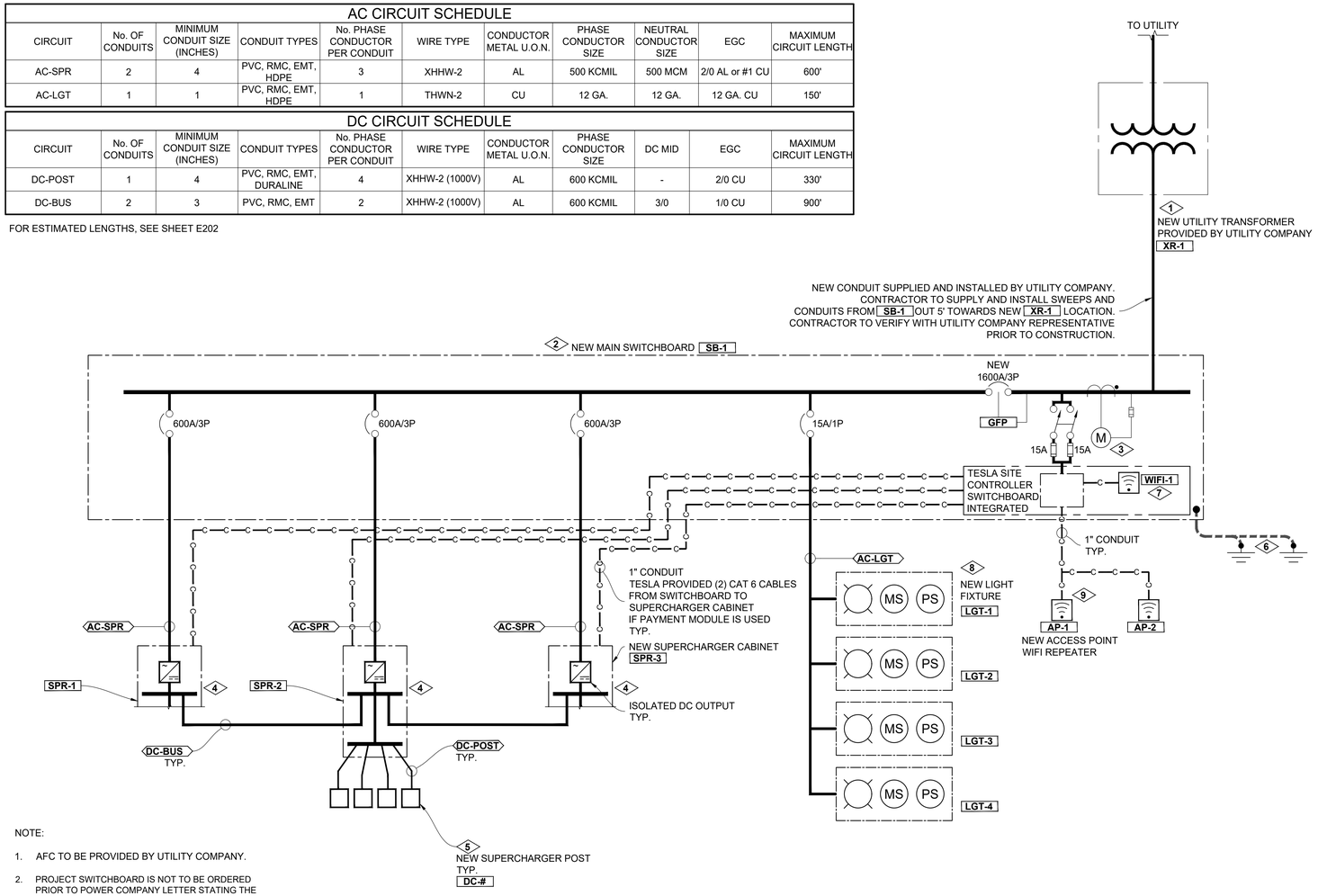
AC CIRCUIT SCHEDULE

CIRCUIT	No. OF CONDUITS	MINIMUM CONDUIT SIZE (INCHES)	CONDUIT TYPES	No. PHASE CONDUCTOR PER CONDUIT	WIRE TYPE	CONDUCTOR METAL U.O.N.	PHASE CONDUCTOR SIZE	NEUTRAL CONDUCTOR SIZE	EGC	MAXIMUM CIRCUIT LENGTH
AC-SPR	2	4	PVC, RMC, EMT, HDPE	3	XHHW-2	AL	500 KCMIL	500 MCM	2/0 AL or #1 CU	600'
AC-LGT	1	1	PVC, RMC, EMT, HDPE	1	THWN-2	CU	12 GA.	12 GA.	12 GA. CU	150'

DC CIRCUIT SCHEDULE

CIRCUIT	No. OF CONDUITS	MINIMUM CONDUIT SIZE (INCHES)	CONDUIT TYPES	No. PHASE CONDUCTOR PER CONDUIT	WIRE TYPE	CONDUCTOR METAL U.O.N.	PHASE CONDUCTOR SIZE	DC MID	EGC	MAXIMUM CIRCUIT LENGTH
DC-POST	1	4	PVC, RMC, EMT, DURALINE	4	XHHW-2 (1000V)	AL	600 KCMIL	-	2/0 CU	330'
DC-BUS	2	3	PVC, RMC, EMT	2	XHHW-2 (1000V)	AL	600 KCMIL	3/0	1/0 CU	900'

FOR ESTIMATED LENGTHS, SEE SHEET E202



NOTE:

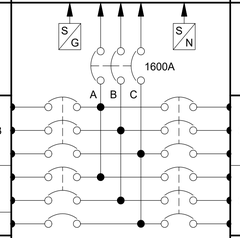
1. AFC TO BE PROVIDED BY UTILITY COMPANY.
2. PROJECT SWITCHBOARD IS NOT TO BE ORDERED PRIOR TO POWER COMPANY LETTER STATING THE PROJECT'S AFC (AVAILABLE FAULT CURRENT)

No.:	EQUIPMENT NOTES:
1	NEW UTILITY TRANSFORMER XR-1 • SIZE AND PRIMARY VOLTAGE PER UTILITY • SECONDARY 480Y/277V
2	NEW MAIN SWITCHBOARD SB-1 • 480/277 VAC, 1600A • 1000 MAIN BREAKER, 100% RATED, LSIG, ENERGY REDUCING • 65 kAIC RATED
3	NEW UTILITY METER
4	NEW SUPERCHARGER CABINET SPR-# • (3) SUPERCHARGER CABINETS • 480VAC, 3PH, 4W • 465A MAX AC INPUT • DC OUTPUT TP (4) CHARGE POSTS MAX. EACH SUPERCHARGER CABINET • 85 kA SCCR
5	NEW SUPERCHARGER POST DC-# • 250 KW • (12) SUPERCHARGER POSTS • 180VDC - 500VDC
6	GROUNDING ELECTRODE CONDUCTOR "GEC" • COPPER GROUND RODS • SEE DETAIL 1/E202 FOR MORE INFORMATION
7	NEW WIFI BROADCAST UNIT IN SWITCHBOARD WIFI-# • INTERNALLY FUSED IN CONTROLS COMPARTMENT • UNIT PRE-INSTALLED IN SWITCHBOARD • CRADLEPOINT & RX30 POE SWITCH TO SUPPLY ACCESS POINT UNIT(S)
8	NEW LIGHT FIXTURE LGT-# • LINMORELED 75 WATT LL-SL1-SM-75WD-40K-T3-UNV-BRN-SA-SN • 75W, 120-277VAC • INTEGRATED PHOTO AND MOTION SENSOR • POLE MOUNTED • LED MODULE WITH 4000K LIGHTING COLOR TEMPERATURE CAST PER FIXTURE • POLE & FIXTURE COLOR BRONZE (4) TOTAL FIXTURES
9	NEW ACCESS POINT AP-# • ARUBA #AP-565 SUPPLEMENTARY ACCESS POINT • FED FROM BROADCAST UNIT • COMES WITH ACCESSORY MOUNTING BRACKET • POWER OVER ETHERNET • SEE STRUCTURAL DRAWINGS FOR GROUNDING (2) TOTAL REPEATERS

PANEL CIRCUIT AND LOAD SCHEDULE

CIRCUIT NUMBER	LOAD DESCRIPTION	LOAD QUANTITY	LOAD UNIT (V.A.)	LOAD PER PHASE (V.A.) ØA	ØB	ØC	TRIP	AMP / POLE
1				129000	0	0		
3	SUPERCHARGER #1	1	387000	0	129000	0	600	600/3
5				0	0	129000		
7				50	0	0		
9	CONTROLLER	1	100	0	50	0	15	15/2
11	LIGHTS	4	75	300	0	0	15	15/1
	SUB TOTALS VA			129350	129050	129000		
	SUB TOTALS AMPS			155.8	155.4	155.3		

TO METER MAIN



SERVICE: 277/480 VAC PANEL DESCRIPTION: SWITCHBOARD

AMP / POLE	TRIP	LOAD PER PHASE (V.A.) ØA	ØB	ØC	LOAD UNIT (V.A.)	QUANTITY	DESCRIPTION	CIRCUIT NUMBER
		129000	0	0				2
600/3	600	0	129000	0	387000	1	SUPERCHARGER #2	4
		0	0	129000				6
		129000	0	0				8
600/3	600	0	129000	0	387000	1	SUPERCHARGER #3	10
		0	0	129000				12
		258000	258000	258000			TOTAL KVA	1161.4
		310.7	310.7	310.7			TOTAL AMPS	1398.6

SINGLE LINE LEGEND

SYMBOL	DESCRIPTION
	BUSS
	SHIELDED CAT6 CABLE
	CONDUCTORS
	CIRCUIT BREAKER
	LUG KIT
	CURRENT TRANSFORMER
	POWER TRANSFORMER
	EQUIPMENT ENCLOSURES
M	METER
	AC-DC OR DC-AC CONVERTER
MS PS	LIGHT WITH MOTION AND PHOTO SENSOR

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ST HELENA, CA. 94574
(12) SUPERCHARGERS

ELECTRICAL SINGLE LINE DIAGRAM

REVISIONS No.	DESCRIPTION	DATE
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Job No.: TSD24 28
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E201



NOTE: ATTACH TO EXTERIOR OF CONTROLS COMPARTMENT PANEL

NOTE: ATTACH TO FRONT OF SWITCHGEAR

NOTE: ATTACH TO SWITCHGEAR MAIN DISCONNECT

PLACARD NOTES:

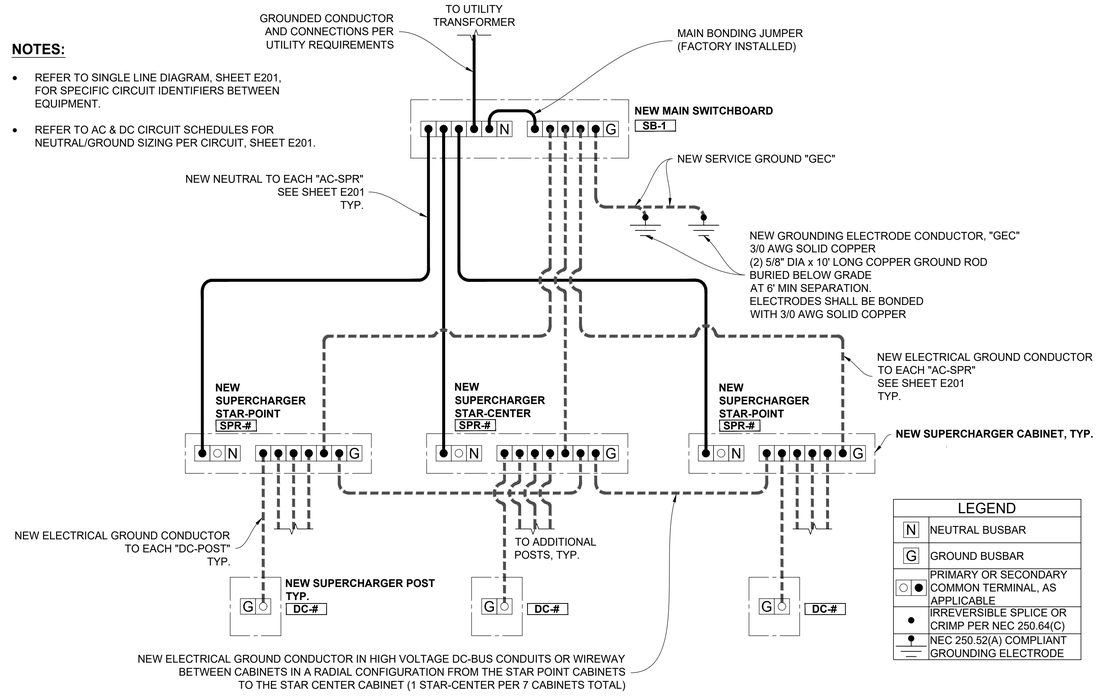
1. PLACARDS TO BE MADE OF RED PHENOLIC PLASTIC WITH WHITE LETTERING.
2. ATTACH WITH RIVETS OR SELF TAPPING SCREWS.
3. ADDITIONAL PLACARDS REQUIRED FOR ARC FLASH LABELS.
4. TESLA TO PROVIDE ALL PLACARDS AND ARC FLASH LABELS.
5. CONTRACTOR TO INSTALL.

2 SYSTEM PLACARDS

SCALE: NONE

NOTES:

- REFER TO SINGLE LINE DIAGRAM, SHEET E201, FOR SPECIFIC CIRCUIT IDENTIFIERS BETWEEN EQUIPMENT.
- REFER TO AC & DC CIRCUIT SCHEDULES FOR NEUTRAL/GROUND SIZING PER CIRCUIT, SHEET E201.



1 GROUNDING DIAGRAM

SCALE: NONE

AC SUPERCHARGER LENGTHS

SUPERCHARGER	TOTAL NUMBER OF CONDUITS	LINEAR LENGTH IN FEET SWITCHBOARD TO SUPERCHARGER	ESTIMATED LENGTH IN FEET*
1	2	17	42
	LENGTH OF AC AL WIRE PER CONDUIT**		168
	LENGTH OF AC AL WIRE ***		336
2	2	22	47
	LENGTH OF AC AL WIRE PER CONDUIT**		188
	LENGTH OF AC AL WIRE ***		376
3	2	27	52
	LENGTH OF AC AL WIRE PER CONDUIT**		208
	LENGTH OF AC AL WIRE ***		416
TOTAL LENGTH OF AC AL WIRE ****			1128
TOTAL LENGTH OF EGC *****			282

NOTES:

1. SEE SHEET E 201 FOR WIRE CONFIGURATION.

* AC CONDUCTORS: 25 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.

** ESTIMATED LENGTH OF AL WIRE = SUM OF ESTIMATED LENGTH x 4 WIRES PER SUPERCHARGER

*** LENGTH = LENGTH OF AC AL WIRE PER CONDUIT x # OF CONDUITS

**** TOTAL LENGTH = SUM OF AC LENGTHS

***** TOTAL LENGTH OF EGC = LENGTH x # SETS

DC CHARGING POST LENGTHS

SUPERCHARGER	CHARGE POST	LINEAR LENGTH IN FEET	ESTIMATED DC WIRE LENGTH IN FEET*
1	1A	46	68
	1B	32	54
	1C	12	34
	1D	21	43
2	2A	35	57
	2B	44	66
	2C	53	75
	2D	62	84
3	3A	51	73
	3B	56	78
	3C	73	95
	3D	78	100
CONDUIT LENGTH			827
TOTAL CONDUCTOR LENGTH**			3308
TOTAL LENGTH OF EGC & COMM CABLE			827

NOTES:

1. SEE SHEET E 201 FOR WIRE CONFIGURATION.

2. ANY DC RUN OVER 330' SHALL BE BROUGHT TO THE ATTENTION OF THE TESLA CONSTRUCTION MANAGER.

* 22 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.

** ESTIMATED LENGTH OF DC AL WIRE = SUM OF ESTIMATED LENGTH x 4 WIRES PER SUPERCHARGER

4 AC & DC ESTIMATED LENGTHS

MAIN SWITCHBOARD SB-1, MCB 1600A ZPOWER			
		PHASE	GROUND
DESIGNATION	FRAME AMPS	1,600	1,600
	AIC kA	65	65
FRAME	MFR	EATON	
	TYPE MODEL	MPN-616	MPN-616
TRIP UNIT	SENSOR AMPS	1,600	1,600
	PLUG AMPS	1,600	1,600
	DESCRIPTION	LSI, 1600AF, 200-1600AP	GF, 800-6000AF
	TYPE/MODEL	MAGNUM PXR 20	MAGNUM PXR 20
TRIP UNIT SETTINGS (1600A TRIP)	LONG DELAY PICKUP (I_L)	1 (1600A)	
	LONG DELAY TIME (t_L)	24s	
	SHORT DELAY PICKUP (I_{SD})	2.5 (4000A)	
	SHORT DELAY TIME (I^2t)	0.1s	
	INSTANTANEOUS PICKUP (I_I)	6 (9600A)	
	GROUND FAULT PICKUP (I_g)		0.75 (1200A)
	GROUND FAULT DELAY TIME (t_g)		0.5s

SUPERCHARGER CABINET BREAKERS
PD-3 THERMAL-MAG TRIP UNIT (600A TRIP)
INSTANTANEOUS (I): 5 (3000A)

3 BREAKER SETTINGS

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4255 PARK ROAD
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ELECTRICAL DETAILS

REVISIONS

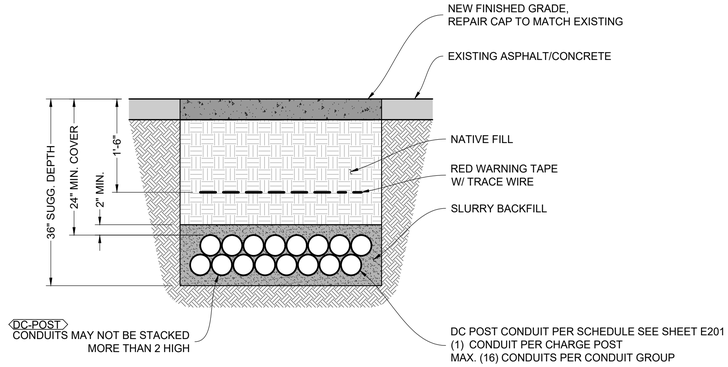
No.	DESCRIPTION	DATE
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Job No.: TSD24 28
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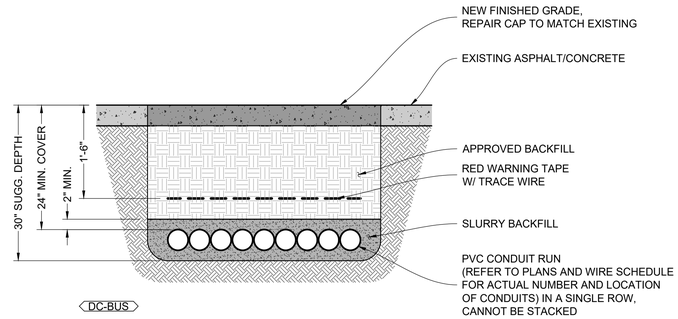
TRENCHING NOTES:

1. THE DC-BUS, DC-POST, AND AC-SPR TRENCH DESIGNS ARE THE RESULT OF A THERMAL ANALYSIS OF THE CONDUCTORS UNDER LOAD. FOR PROPER PROTECTION THEY MUST BE FOLLOWED.
2. APPROVED BACKFILL IS REQUIRED TO MEET THE DESIGNED RHO VALUES USE THE SPECIFIED BACKFILL LISTED BELOW OR TEST NATIVE SOIL CONDITIONS TO CONFIRM MAX DEFINED RHO VALUES.
3. **RHO 60 BACKFILL** - CONCRETE BACKFILL WITH MIN 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI MUST BE USED TO ACHIEVE MAX RHO 60.
4. **RHO 90 BACKFILL** - LOW STRENGTH FLUIDIZED THERMAL (SLURRY) BACKFILL WITH MIN 28 DAY COMPRESSIVE STRENGTH OF 150 PSI MUST BE USED TO ACHIEVE MAX RHO 90
5. FOR TRENCHES WITH MIXED CIRCUIT TYPES, APPLY THE CONDUIT SPACING FOR THE CIRCUIT TYPE WITH THE LARGER SPACING REQUIREMENT
6. CONDUIT TO BE INSTALLED TO A MAX COVER OF 24". COVER MAY BE REDUCED PER THE NEC TABLE 300.5.



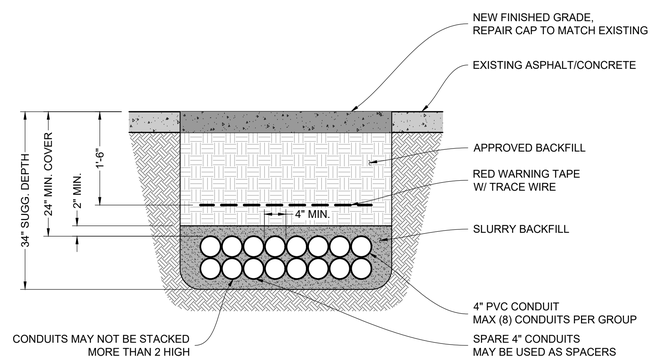
1 "DC-POST" CIRCUITS TRENCH - RHO 60
16 CONDUITS OR LESS

SCALE: NONE



2 "DC-BUS" CIRCUITS TRENCH - MAX RHO 90

SCALE: NONE



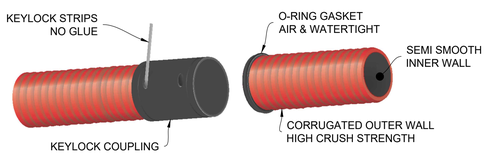
3 "AC-SPR" CIRCUITS TRENCH - MAX RHO 90

SCALE: NONE

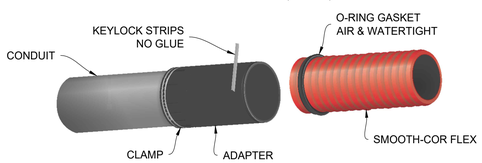
NOTE:

1. DURALINE SMOOTH-COR FLEX CONDUIT HAS BEEN CERTIFIED FOR USE IN TESLA'S SUPERCHARGER SYSTEM AS DC-POST CONDUIT.
2. TESTING REPORTS FOR COMPLIANCE WITH UL1660, UL 1990, AND UL651A STANDARDS ARE AVAILABLE UPON REQUEST
3. PVC TO BE UTILIZED FOR ALL 90-DEGREE TRANSITIONS.

DURALINE SMOOTH-COR FLEX TO SMOOTH-COR FLEX COUPLER



DURALINE SMOOTH-COR FLEX TO HDPE, PVC, THREADED GALVANIZED STEEL



4 DURALINE SMOOTH-COR FLEX CONDUIT

SCALE: NONE

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4255 PARK ROAD
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TRENCH DETAILS

REVISIONS

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Job No.: TSD24 28

Draw/Check By: ACU / LBS

E501

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
This document is used to demonstrate compliance with requirements in 110.9, 130.0, 130.2, 140.7, and 141.0(b)2I, for outdoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e)6, 180.1(a) and 180.2(b)4Bv for outdoor lighting scopes using the prescriptive path for multifamily and mixed-use occupancies. Multifamily includes dormitory and senior living facilities.	
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 1 of 7)**
Project Address: 1301 MONEY WAY, ST HELENA, CA. 94574	**Date Prepared:** 2024-08-14T18:44:58-04:00

A. GENERAL INFORMATION

01	Project Location (city)	St Helena	04	Total Illuminated Hardscape Area (ft²)	8000
02	Climate Zone	2			
03	Outdoor Lighting Zone per Title 24 Part 1 10.114 or as designated by Authority Having Jurisdiction (AHJ):				
☐	LZ-0: Very Low - Undeveloped Parkland	☐ LZ-2: Moderate - Urban Clusters	☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval		
☒	LZ-1: Low - Rural Areas	☐ LZ-3: Moderately High - Urban Areas			
05	Occupancy Types within Project				
• All Other Occupancies					

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e)6 or 141.0(b)2I. / 180.2(b)4Bv for alterations.

My Project Consists of:

01	02
☒ New Lighting System	Must Comply with Allowances from 140.7 / 170.2(e)6
☐ Altered Lighting System	Is your alteration Increasing the connected lighting load (Watts)? ○ Yes ○ No

03	04	05
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered	Calculation Method
☐ < 10% ☐ >= 10% and < 50% ☐ >= 50%		

Please proceed to Table F. Outdoor Lighting Fixture Schedule to define the project's luminaires.

[1] FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 2 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(e)6 or 141.0(b)2I. / 180.2(b)4Bv												Compliance Results			
01		02		03		04		05	OR	06	=	07	≥	08	09
General Hardscape Allowance 140.7(d)1 / 170.2(e)6 (See Table I)	+	Per Application 140.7(d)2 / 170.2(e)6 (See Table J)	+	Sales Frontage 140.7(d)2 (See Table K)	+	Ornamental 140.7(d)2 / 170.2(e)6 (See Table L)	+	Per Specific Area 140.7(d)2 / 170.2(e)6 (See Table M)		Existing Power Allowance 141.0(b)2I. / 180.2(b)4Bv (See Table N)		**Total Allowed** (Watts)		**Total Actual** (Watts)	**07 must be >= 08**
306.2	+	----	+	----	+	----	+	----	OR	----	=	306.2	≥	300	COMPLIES
Shielding Compliance (See Table G for Details)															COMPLIES
Controls Compliance (See Table H for Details)															COMPLIES

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 3 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e)6 all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)2I, only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (ie, existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Watts per luminaire[1, 2]	How is Wattage determined	Total Number Luminaires[2]	Luminaire Status[3]	Excluded per 140.7(a) / 170.2(e)6A	Design Watts	Cutoff Req. > 6,200 initial lumen output 130.2(b) / 160.5(c)1[4]	Field Inspector	
									Pass	Fail
E 201	UNMORELED 75 WATT ☐ Linear	75	Mfr. Spec	4	New	☐	300	Provided	☐	☐
						Total Design Watts:	300			

** NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.*
EX: Luminaire is lighting a statue; EXCEPTION 2 to 130.2(b)

[1] FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b)
[2] For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.
[3] Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.
[4] Compliance with mandatory shielding requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by 130.2(b)/ 160.5(c)

STATE OF CALIFORNIA
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CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 4 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

G. SHIELDING REQUIREMENTS (BUG)

This table includes fixtures of >=6,200 initial lumens indicated on Table F as needing to comply with Shielding Requirements. Maximum lumens can be found in Title 24, Part 11, Section 5.106.8.

01	02	03	04	05	06	07	08	09	10	11	12	
Name or Item Tag	Complete Luminaire Description	Backlight Rating[2]			Uplight Rating[2]			Glare Rating (Lumens)[3]			Field Inspector	
		Mounting Height[1]	Max Allowable Backlight Rating[3]	Backlight Rating Per Design	Lighting type	Max Allowable Uplight Rating[3]	Uplight Rating Per Design	Mounting Height[1]	Max Allowable Glare Rating[3]	Glare Rating Per Design	Pass	Fail
E 201	LINMORELED 75 WATT	2 MH from property line	No Limit	B1	Area Lighting	U0	U0	> 2 MH from property line	G1	G1	☐	☐

[1] FOOTNOTES: Mounting Height is labeled MH in this table.
[2] Authority Having Jurisdiction may ask for Luminaire cut sheets or other documentation to confirm luminaire type, uplight ratings and glare ratings used for compliance per 130.2(b)/ 160.5(c)
[3] BUG ratings with a lower number than the 'Max Allowable' are compliant. Ex. If Max Allowable is Bug Rating B4, then B0, B1, B2 and B3 are all compliant.

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit

Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01	02	03	04	05	
Area Description	Shut-Off 130.2(c)1 / 160.5(c)	Auto-Schedule 130.2(c)2 / 160.5(c)	Motion Sensor 130.2(c)3 / 160.5(c)	Field Inspector	
				Pass	Fail
EV Charging: "E 201"	Photocontrol	NA: Not permitted by H&LS	Provided	☐	☐

[1] FOOTNOTES: Text has been abbreviated, please refer to Table 160.5-A to confirm compliance with the specific light source technologies listed.
[2] Authority having jurisdiction may ask for cutsheets or other documentation to confirm compliance of light source.
[3] Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are excepted from ii and iii.

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CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 5 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))

This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowance is per Table 140.7-A/Table 170.2-K while "Use it or lose it" Allowances are per Table 140.7-B /Table 170.2-S. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.

	01				
	"Use it or lose it" Allowance (select all that apply) (select all that apply)				
☒ General Hardscape Allowance Table I (below)	☐ Per Application Table J	☐ Sales Frontage Table K	☐ Ornamental Table L	☐ Per Specific Area Table M	

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A for Nonresidential & Hotel/Motel

02	03	04	05	06	07	08	09
Area Description	Area Wattage Allowance (AWA)			Linear Wattage Allowance (LWA)			Total General AWA + LWA (Watts)
	Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	
EV Charging	7000	0.016	112	340	0.13	44.2	156.2
				Initial Wattage Allowance for Entire Site (Watts):			150
				Instances of Initial Wattage Allowance (LZ 0 only)[1]			
				Total General Hardscape Allowance (Watts):			306.2

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 6 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This section does not apply to this project.

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-LTO-E - Must be submitted for all buildings

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

Form/Title	Systems/Spaces To Be Field Verified
NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls are added to <= 20 luminaires.	EV Charging: "E 201"

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 7 of 7)**
Project Address: 1301 MONEY WAY, ST HELENA, CA. 94574	**Date Prepared:** 2024-08-14T18:44:58-04:00

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Lance Street	Documentation Author Signature: Digitally signed by Lance Street DN: cn=Lance Street, o=DES Builders, ou=220, email=lance@DESBuilders.com, c=US Date: 2024-08-14 15:48:21 -07'00'
Company: DIAMOND ENGINEERING SERVICES	Signature Date: 8/14/24
Address: 4255 Park Rd.	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: Benicia, CA 94510	Phone: 602-317-6683

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Bruce Lyon	Responsible Designer Signature: Digitally signed by Bruce DN: cn=Bruce, email=bruce@edsbuildair.com, c=US Date: 2024.08.14 15:48:39 -07'00'
Company: DIAMOND ENGINEERING SERVICES	Date Signed: 8/14/24
Address: 4255 Park Rd.	License: C-22800
City/State/Zip: Benicia, CA 94510	Phone: 925-332-2284

TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

TITLE 24

REVISIONS

No.	DESCRIPTION	DATE
A	CD50. FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

E801

Plan For EV Chargers In St. Helena

St. Helena City Council

Presented by Anil Comelo, City Manager and Andrew Bradley, Program Manager

October 22, 2024

City Council Goals

- Goal 2: Improve Infrastructure & Further Environmental Sustainability

- Goal 5: Enhance Quality of Life

Key Decisions

- Do we need EV chargers?
- If yes, where should they be located?
- What type of chargers should the City install?
- Should the City own and maintain the chargers?

EV Chargers at City Hall

- The City has six (6) Level 2 Chargers at City Hall
- New Level 3 Chargers will help the City get closer to meeting Climate Action goals
- County estimates need for 60 chargers by 2025

Current Chargers at Money Way Lot





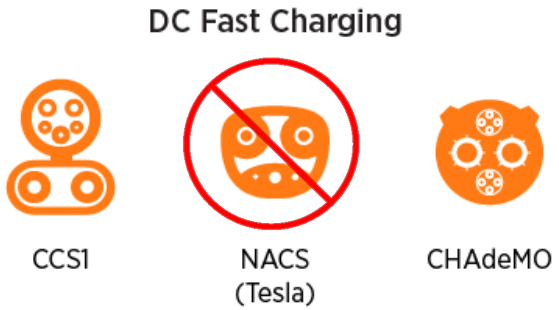






EVgo Chargers at Money Way Lot

- EVgo
  - Approved by City Council in September 2016 and contract expires in September 2024
  - Can charge up to four (4) vehicles using only CCS1 and CHAdeMO connections



NACS Connector - Industry Standard

- North American Charging System (NACS) is recognized as the international standard for EV's by SAE International
- The NACS (NACS/SAE J3400) port is becoming an industry standard



NACS Connector

- Manufacturers will have NACS as standard on new EV's:
  - Audi (2025)
  - BMW (2025)
  - Ford (2024)
  - Genesis (2024)
  - GM (2025)
  - Honda (2025)
  - Hyundai (2024)
  - Jaguar (2025)
  - Kia (2024)
  - Lexus (2025)
  - Lucid (2025)
  - Mazda (2025)
  - Mercedes-Benz (2025)
  - Mini (2025)
  - Nissan (2025)
  - Polestar/Volvo (2025)
  - Porsche (2025)
  - Rivian (2025)
  - Rolls-Royce (2025)
  - Scout Motors (2025)
  - Stellantis (2025)
    - Chrysler
    - Dodge
    - Jeep
    - Maserati
    - Ram
  - Toyota (2025)
  - Volkswagen (2025)

Charging Options

- ChargePoint
- Intergrative Charging
- Tesla





ChargePoint

- Would require the City to buy, install, manage, and maintain equipment.
  - Costly. City does not have staff that can maintain specialized equipment
- Could provide some revenue to City over time

Integrative Charging

- Would install and maintain equipment (up to 12 Level 3 Chargers)
  - No guarantee of what equipment, connectors, or network would be used.
  - Would install in phases
- City could have limited revenue share ($250 to $500 per month depending on usage)

Tesla

- Would install and maintain equipment (12 Level 3 Chargers)
  - Level 3 Chargers with “Magic Dock”
    - Works for vehicles with CCS1 and NACS
      - No adapter required
  - 99% “up time” average across their network
  - Most vehicles are moving to the NACS connector by 2025
  - Tesla network is open to all vehicle models

Location Considerations

	City Hall	Library	Lewis Station	RR Parking	Safeway	Sunshine Foods	Oak & Money
Retail & Dining	No	No	Yes	Yes	Yes	Yes	Yes
RR Tracks	No	No	Yes	Yes	Yes	No	No
PG&E Power	-	-	-	-	-	-	Yes
Overhead Lines	No	No	Yes	Yes	No	No	No
Space for ADA	Yes	Yes	No	No	Yes	Yes	Yes
Parking Layout	Yes	Yes	No	No	Yes	No	Yes
Meets Criteria	No	No	No	No	No	No	Yes

Location Considerations (examples)







- Railroad Avenue and Lewis Station Park
  - Too close to RR and Powerlines
  - Space constraints
- Sunshine Foods
  - Small shared lot
  - Angled parking would need reconfigured

Staff Recommendation

- **Tesla at Oak Avenue / Money Way Parking Lot**
- Work with Tesla to install 12 Level 3 chargers
  - “Magic Dock” Chargers
- Tesla will determine rate to be charged
- Will reduce parking for non-charging vehicles by 12
- No cost to the City
- 10-year contract
- City can cancel after 10 years with 18 months notice

Current vs. Future Configuration

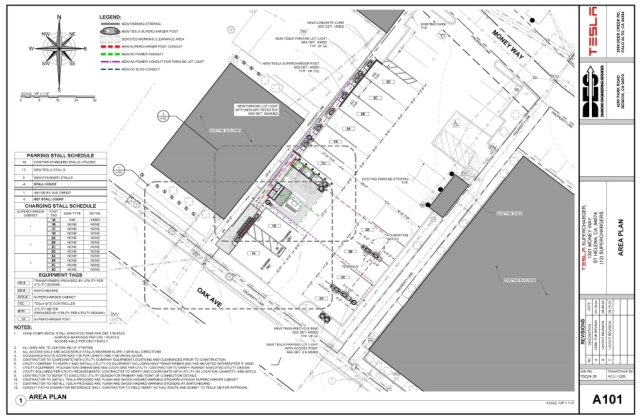
- Current Parking lot configuration
  - 28 total spaces
    - 4 used by EVgo (1 ADA)
    - 24 for general parking (2 ADA)

- Tesla Charging lot configuration:
  - 24 total spaces (4 would be used by infrastructure)
    - 12 EV (1 ADA)
    - 12 General (2 ADA)

Oak Avenue / Money Way Lot

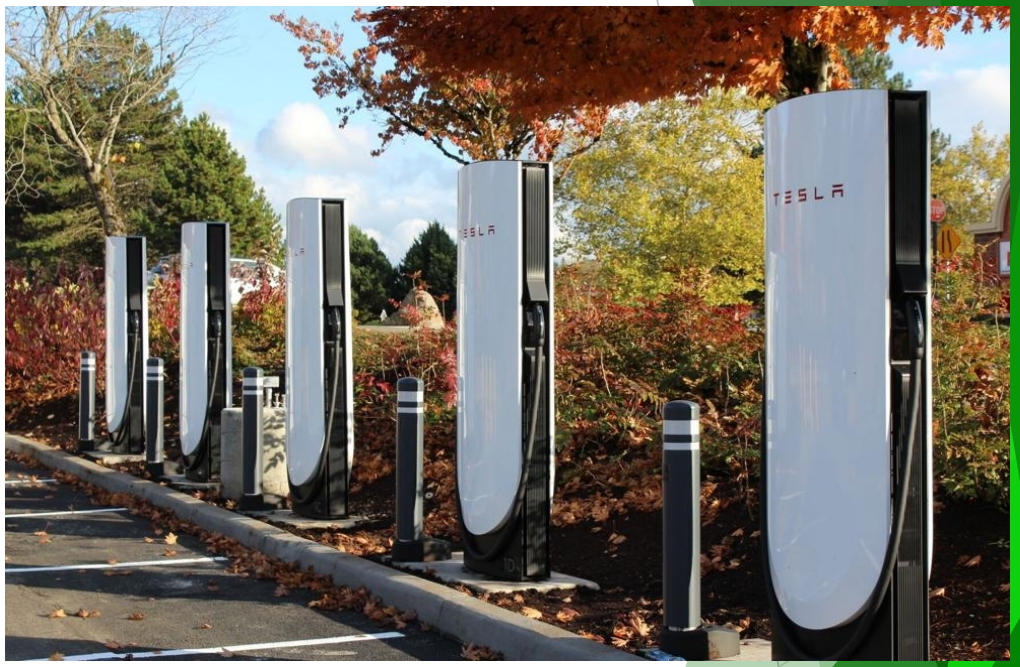
- 12 Level 3 Chargers
  - 11 chargers + one (1) ADA van space
  - ADA space “use last”
- 12 spaces available for general parking
  - Includes two (2) ADA spaces
- Meets all requirements from providers and PG&E has already confirmed power infrastructure is available for location.





Tesla Magic Dock Charging Station v4

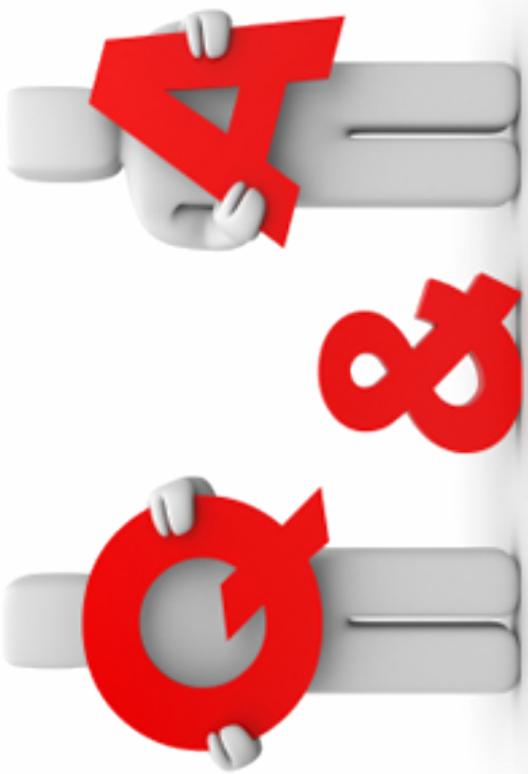




- Magic Dock Chargers could be used by vehicles with NACS and CCS1 connection points
  - This includes St. Helena Police Department's Ford Mustang Mach-E's

Potential Implementation Timeline

- Sep 4: Presentation to ATSC
- Oct 22: Recommendation to City Council
- Q4 2024: Agreement Signed with Charging Partner, Building Plans Submitted to City for Approval
- 1Q or 2Q 2025: Installation and Activation of New Chargers



CITY OF ST. HELENA

RESOLUTION No. 2024-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE AGREEMENT WITH TESLA, INC. FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TWELVE (12) LEVEL 3 CHARGING STATIONS (SUPERCHARGERS) IN THE OAK STREET/MONEY WAY PUBLIC PARKING LOT FOR A TERM OF TEN (10) YEARS.

RECITALS

A. The City of St. Helena wishes to promote clean transportation to reduce Greenhouse Gases and other harmful vehicle emissions; and
B. Electric vehicles have zero tailpipe emissions, and are widely being adopted in California; and
C. Under California State Clean Air and Greenhouse Gas Reduction Policy, auto manufactures are required to continue to produce and sell electric vehicles in the State of California; and
D. City Staff looked at several Electric Vehicle Charging Service Providers and Options for adding additional electrical vehicle charging infrastructure and options at the Oak Street/Money Way Public Parking Lot in St. Helena; and
E. Of the three options reviewed, Tesla, Inc provided a zero cost, turnkey proposal to the City; and
F. The City Attorney's Office has approved the terms negotiated by City Staff and Tesla, Inc.

RESOLUTION

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

1. Authorizes the City Manager to execute the Site Agreement with Tesla, Inc.
2. Approves the installation of twelve (12) Tesla, Inc “Superchargers” at the Oak Street/Money Way Public Parking Lot.

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Patrick Kenealy: _____
Council Member Billy Summers: _____

APPROVED:

_____
Paul Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

From: Chris Fowler
To: Cindy Tzafopoulos
Subject: [External] October 22 City Council Meeting Public Comment
Date: Sunday, October 20, 2024 6:09:16 PM

Hi Cindy, hope you had a wonderful weekend! Can you include this for Tuesday's meeting, please.

Cheers,
Chris

Dear Mayor & Council,

This in regards to Agenda Item 15.1. While I admire The City wanting to move in a positive direction for a cleaner, greener world, 12 Tesla EV spaces in the Money Way parking lot seems a little much at this time. Our business, Alan's, is directly adjacent to this parking lot, and with the exception of the weekend, I see this parking lot probably more than any other person in town.

What I see, first, are under-utilized EV chargers. I'm sure having Tesla chargers in there will help usage, but I'm not sure 12 of them is the right number at this time. Second, not all the time, but often enough, I see a very full parking lot. Eliminating 4 total public spaces for (what is essentially private) infrastructure, and cutting total non-EV spaces by 50% seems abrupt and large.

Is there a way to 'scale-up' this project over the coming years? Maybe beta test it with 6, and revaluate in a year or so?

As a post-script that is proximity related, is it possible to get actual signage on the restroom building itself? We get at least a couple people a week that come into our shop looking for them. While I always love seeing and meeting new people, chatting about picture framing or their visit to our wonderful town, isn't what they are really interested in. I have asked and broached this with a handful of City staff and elected officials in the past, and it continues to fall on deaf ears.

Respectfully,

Chris Fowler

Alan's St. Helena
1310 Oak Avenue
Saint Helena, CA 94574

707.963.9294
Chris@AlansSaintHelena.com

From: Mcknz
To: Public Comment
Subject: [External] EV chargers Item 15.3
Date: Saturday, October 19, 2024 5:55:37 PM

Considering the fact that we have extremely limited parking in Downtown Saint Helena and only one actual "City Parking Lot", partitioning off more EV restricted parking spaces In the only parking lot available should be rejected. 12 more spots is how I read the below statement (from the minutes) which would encompass most of the available spots!!!
All spots should be open to any type of vehicle as most of us still drive gas powered cars!!

Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and Entering into an agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City.

Thanks,
Laura Keir

City Council Agenda Item 15.1, October 22, 2024 - Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and Entering into an agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City

Comments and Recommendations of Christopher Warner, October 21, 2024

Background

I appreciate staff's diligence in coming up with its recommendation to convert 12 existing parking spaces at the Money Way/Oak Avenue public parking lot to electric vehicle (EV) charging spaces. However, the staff recommendation is incomplete and deficient in several respects and should not be adopted without further information and modifications.

The appendix to these comments includes information City staff has provided me in response to my questions. Although the information clarifies some aspects of the staff recommendation, it does not change my opinion that the staff recommendation is deficient and needs to be modified to address the following key defects:

(1) The elimination of 12 of 24 public parking spaces is not justified because Saint Helena has an acute shortage of adequate off-street public parking to support Main Street businesses, an issue the Downtown Specific Plan needs to address before any public parking spaces in the Money Way/Oak Avenue public lot are eliminated;

(2) The staff recommendation and responses provide no justification for the need for Level 3 EV chargers in St. Helena, because the Energy Commission report cited by the staff provides only goals, not a current or forecast market evaluation, and in any case the report does not provide any justification for the need to eliminate existing public parking spaces and locate the Level 3 chargers in St. Helena. The City has not demanded access to Tesla's forecast of utilization of its chargers, nor did the City provide for access to similar utilization data for the existing EVgo chargers when the City granted EVgo the right to install its chargers on City property in 2016. This market utilization data is essential for evaluating the need for EV chargers and the use of City property and assets.

(3) The staff recommendation and response are incorrect in asserting that the Tesla license is at no cost to the City and therefore can be exempt from competitive procurement open to all third parties; in fact, the City is providing access and use of valuable City property and assets with no compensation for 10 years – that is a significant "cost" to the City.

My comments and recommendations are based on my private professional expertise and experience since 2008 advising, counseling and consulting with clients in the electric vehicle industry, including electric vehicle charging site hosts, owners and operators as well as national auto industry marketing firms as well as Pacific Gas and Electric Company.

Comments and Recommendations

1. **Failure to Evaluate the Impact of Reducing Parking Spaces Available to Visitors and Community Members and to Coordinate with Downtown Specific Plan Parking Considerations.**

The City and community have an acute shortage of off-street parking for Main Street visitors and community members. Yet the staff recommendation assumes without evidence that the conversion of 12 of 24 Money Way/Oak Avenue parking spaces to EV public charging spaces will not have any environmental or service impacts on parking available for all Main Street visitors and community members. Even if the EV charging spaces were also available for non-EV parking, the general response of the public to EV parking spaces is to assume they are reserved for EV parking only.

Given the acute shortage of off-street public parking, this assumption of no adverse impacts on available Main Street parking is not credible, particularly if the 12 new public charging stations are exclusively available or intended to be exclusively available to EV drivers only. This adverse impact on available parking may also be exacerbated by the staff recommendation that the additional EV charging station parking spaces be available for City electric vehicles, presumably for longer duration than the intended charging by temporary visitors and community members.

The staff recommendation provides no documented justification for this reduction in parking spaces available to all visitors and community members, nor does it even provide a justification for its recommendation of 12 Tesla EV charging spaces instead of some other number.

The staff recommendation and 10-year lease with Tesla should not be approved until the adverse environmental and service impacts on the availability of off-street parking to all Main Street visitors and community members is evaluated, coordinated with the Downtown Specific Plan proceedings, and reviewed by the Council.

2. **Failure to Negotiate Adequate Compensation and/or Profit Sharing with Tesla for the Value of Using City-Owned Property and Assets as the Site of Tesla's Level 3 Public Charging Stations.**

Without competitive procurement, the staff recommendation would provide Tesla for free a 10-year license of City property at the Money Way/Oak Avenue public parking lot, with no sharing of Tesla profits or revenues that Tesla obtains at the City site. The staff recommendation apparently assumes Tesla is providing the City a "benefit" by agreeing to own and maintain the Level 3 charging stations without charge to the City. This is a false assumption, because Tesla reportedly already is a successful owner and exclusive operator of thousands of Tesla Supercharger sites across the country, without requiring compensation from site hosts for operating or maintenance costs.

To the contrary, it would be a reasonable commercial term in site host licenses to Tesla or to any other public charging provider that the charging provider be required to provide reasonable compensation to the site host for use and access to the property owned by the site host for the charging station. This compensation should and can include a reasonable form of profit or

revenue sharing or annual license fee paid by Tesla or other charging provider to St. Helena for use of the City's assets and property.

The staff recommendation and 10-year lease with Tesla or any other charging provider should not be approved until the City negotiates a reasonable profit or revenue sharing compensation arrangement as consideration of the charging provider's 10-year license to use the City's property and assets. In addition, the license should include a "most favored nation" clause that obligates Tesla or any other charging provider to provide compensation at no less than the highest provided to other site hosts. The license should also include a "market out" clause that allows the City to terminate the license prior to the end of the 10-year term if forecast Tesla or other charging provider revenue or profits from the charging stations do not meet minimum amounts forecast and agreed upon by the City and the charging provider.

3. **Failure to Evaluate and Demonstrate the Need for Additional Level 3 EV Chargers in St. Helena and at the Money Way/Oak Avenue Location Based on a Current Market Evaluation.**

The staff recommendation fails to provide and demonstrate a current market evaluation showing the level of need and market demand, if any, for Level 3 EV chargers in St. Helena and at the Money Way/Oak Avenue location. Instead, it cites a California Energy Commission report on statewide "need" for Level 3 EV charging stations based on statewide regulatory "goals" which are not based on actual current EV charging market conditions or on actual forecasts of future market demand, including site-specific market demand for Level 3 charging stations in St. Helena, both historically at the existing EVgo chargers at the Money Way/Oak Street location, or in the future based on forecast St. Helena specific market forecasts.

Moreover, the staff recommendation's assumption that providing additional Level 3 public charging stations in St. Helena will stimulate incremental growth in EV light vehicle travel to St. Helena or additional EV light vehicle use in St. Helena has no factual support. To the contrary, 90 percent of light vehicle EV charging takes place at home, not at public charging locations, and industry data indicates the 2024 slow down in EV purchases and regional EV travel in the U.S. and California are primarily attributable to range anxiety of the vehicles themselves as well as lack of available affordable EV models.

Most new EVs now have a 250- 300 mile range, and new models coming out in the next few years are likely to be more affordable, rendering as false any assumption that availability of local public EV charging stations has any measurable impact on the purchase or use of EVs.

The staff recommendation and 10-year lease with Tesla or any other charging provider should not be approved until an actual market forecast and need for EV Level 3 public charging demand in St. Helena is provided for review and analysis of the need and number of charging stations.

4. **Failure to Conduct a Formal Competitive Procurement for Third-Party Owned Level 3 Charging Stations Without Compensation for Access and Use of City Property and Assets.**

The staff recommendation references informal discussions with two third-party EV Level 3 public charging station providers, Tesla and Integrative Charging. However, staff did not

conduct informal discussions with other third-party providers or a formal public competitive procurement open to all third-party public charging station providers.

Integrative Charging does not appear to be a nationally successful third-party charging station provider with a volume of charging station ownership and operation comparable to other third-party national public charging station providers, such as Tesla, EVgo, and other recent third-parties awarded federal and state rebates under the nationwide NEVI program, including in California under the competitive bidding process conducted the California Energy Commission.

Tesla is a leading provider of Level 3 public charging stations, but is not the only such nationally successful provider and bidder in Level 3 public charging station competitive procurements by individual states such as California under the federal NEVI program.

The staff recommendation and 10-year license with Tesla should not be approved until a formal competitive procurement is conducted for EV Level 3 public charging stations open to all third-party Level 3 public charging station providers and including reasonable compensation for the licensee's access and use of City property and assets.

Conclusion

The City Council should not approve the staff recommendation until these comments and modifications to the Staff recommendation are adopted.

Chris Warner

1434 Grayson Avenue

St. Helena

415-309-9572

October 21, 2024

APPENDIX 1: Staff Response to Questions, Received October 21, 2024

CEC Report:

- **EV_ChargingStation_Projections_CEC - Napa County by Jurisdiction (attached):** This is a document from the Napa County took recommendations from the California Energy Commission, to arrive at the numbers they took Countywide data and then split it out to the jurisdictions (County, cities, town) based on population. The California Energy Commission has come up with new projections since the creation of this Excel document that actually reflect a need for even more Level 3 Chargers in Napa County, while reducing the number of Level 2 Chargers needed. The revised for Napa County are 937 by 2025, 3802 by 2030, and 8109 by 2035 for Level 2 Chargers. For Level 3 (fast) Chargers the recommendations are 84 (2025), 321 (2030), and 644 (2035), this is up from what the document says (63 fast chargers by 2025 for the County.
- After being presented with options that included both Level 2 and Level 3 Chargers staff determined that it would be best to only offer Level 3 Chargers in the Oak Avenue / Money Way parking lot to encourage people to explore our Main Street while charging and not to leave their vehicles in the lot for an extended period of time (as they would have to do with a Level 2 Charger).

Agreements:

- https://sthelena.civicweb.net/document/3604 - EVgo Contract begins on page 6.
- Tesla Supercharger Agreement - St. Helena CA - 1301 Money Way – Tesla Agreement (attached).

EVgo Usage:

- EVgo has been unresponsive to multiple requests for a variety of information and the City does not have usage data for EVgo's current chargers.
- In speaking with Tesla they are motivated to come to St. Helena because of proprietary data they have that shows a need for EV chargers in our area. They are willing to invest in our community because they believe there will be usage.

Sole-Source:

- An RFP process was not needed because there is no cost to the City. The City did look at other options as referenced in the staff report (Tesla, Integrative Charging, and ChargePoint). Based on research of the options and that Tesla was willing to install the chargers all at once (rather than in phases like Integrative Charging) Tesla was determined to be the best fit. If there was a cost to the City (the ChargePoint option) then we may have needed to go through an RFP process.

CEQA:

- CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities.
    - This was a similar finding to the determination used in 2016 for the EVgo Chargers.
    - It should be noted that in a parking study completed in July 2024 (PDF) the area being studied for the Downtown Specific Plan there are 639 marked and un-marked street parking spaces and 354 spaces in parking lots (of those 77 are in public parking lots).

APPENDIX 2: LA Times story, July 18, 2024 on slowdown in EV sales growth in California

Statewide EV sales growth sees a drop. Tesla, once a California darling, hit hard

Tesla sales in California have taken a downward turn. So have the state's EV sales broadly.

(David Zalubowski / Associated Press)

By Russ Mitchell Staff Writer

July 18, 2024 **Updated** 6:41 PM PT

When does a sales-growth downturn move from a temporary blip to a longer-term trend? Maybe right now.

After years of rapid expansion, electric vehicles sales growth in California trended down in the middle of last year and now has turned negative: 101,443 all-electric cars were registered in the state in 2024's second quarter, down from 102,730 in the second quarter of 2023, a drop of 1.2%.

As recently as last summer, that growth rate was positive at 55%. It fell to 16% growth in the fourth quarter last year, 2% in the first quarter this year, and now has gone negative.

EV sales growth is an important factor in determining whether the state can meet its goal of banning carbon-emitting new car sales by 2035.

ADVERTISING

Unit sales of EVs were up 11% this quarter compared with last, by 11,554 vehicles, but because of seasonal variation, comparing quarterly growth with the same quarter the previous year is a standard way of measuring business health.

Meanwhile, the market share of all-electric cars is roughly flat, according to the California New Car Dealers Assn. It stood at 21.9% of all vehicles sold through the first half of this year. It had risen over 22% at one point last year. Under the state's climate plan, market share must reach 35% by 2026, requiring an annual sales growth rate of about 20%.

Tesla, once the darling of California car buyers, was hit hard. It's still by far the EV sales leader, but Tesla's California sales plunged 24.1% in the second quarter. Nationally, according to Kelley Blue Book, Tesla sales dropped 6.3% for the second quarter, even as total EV sales climbed 7.3%.

There are no hard data to suggest why Americans, and Californians in particular, are turning against Tesla. But the Tesla trend in the Golden State doesn't look good.

Tesla "is facing mounting challenges. Its market share dipped 2.3 points from last year. ... Tesla's allure seems to be wearing off, signaling potential trouble for the direct-to-consumer manufacturer," the car dealers group said in a news release.

Tesla famously sells directly to customers and doesn't use car dealers, so a bit of dealer group schadenfreude can be expected. But the numbers the group released are reliably produced by industry-standard data collection from Experian Automotive.

Besides Tesla, other second-quarter EV losers include Volvo, down 66.5%, and Polestar, down 61.9%. Both brands sell EVs made in China, hit hard by heavy Biden administration tariffs. Volkswagen was down 34.5%. Chevrolet was down 50.6% — but that's mainly because it discontinued the popular Chevy Bolt EV, with promises to reintroduce a new version. If the Bolt had still been for sale, there's a good chance that statewide EV sales would have been in positive territory.

Winners include Audi, up 77.4%; BMW, up 59.5%; Kia, up 72.3%; and Toyota, up 108% — although those increases come off a fairly small sales base.

Overall California auto sales were up 4.8% in the second quarter. Gasoline-battery hybrids are a bright spot — up 21%. Sales of plug-in hybrids, which can drive a few dozen miles on batteries alone, fell slightly.

If the flat EV sales growth trend continues, it could mean trouble for Gov. Gavin Newsom's EV mandate: By 2035, auto manufacturers will be allowed to sell only electric cars in California, 80% of them all electric, 20% plug-in hybrids.

From: Erika Opp
To: Erika Opp
Subject: FW: [External] public comment item 15.1
Date: Tuesday, October 22, 2024 9:47:20 AM

On Oct 22, 2024, at 7:40 AM, Pamela Smithers <psmithrs@comcast.net> wrote:

Dear City Council Members,

Thank you for the opportunity to comment on Item 15.1 on tonight's agenda. Hopefully the discussion will be short, and everyone understands the need for encouraging electric vehicles. But after seeing the other comments about the lack of parking, I feel the need to offer this information.

We see what we are looking for. For all the "we lack parking", remember that we had a study done very recently (a year or two), which in fact found that there is no lack of parking in the downtown area. Maybe on Main Street, but not on Oak, or the surrounding area. And with all the visitor Teslas and other EVs parked on Main Street, these spots will likely be freed up when the EVs move to the lot to charge.

Tesla charging stations are unfailingly reliable (unlike other brands of charging stations, unfortunately) and therefore sought out. This is a good brand for our public lot, it will draw folks to our town. I'm seeing an uptick at the existing charging stations on Oak; the spots are often in use, demonstrating the popularity of electric vehicles.

So we can use more stations, and many brands use Tesla chargers. Folks may not be aware that Tesla charging stations are now available to not just the Tesla brand but to *almost all car brands* except Nissan Leaf and Mitsubishi Outlander. So almost all electric vehicles will be able to use the new Tesla chargers.

In case these facts about parking availability, usage, charger reliability and desirability are not persuasive, I offer this inspiration read online this morning.

"I've been reflecting on a summer of experiencing the beauty of the world, and how incomprehensible it is that we do not protect what we are so lucky to have. The earth is, as poet William Stafford wrote, "a great friend undeserved." We do what we can for our own gardens but how long will we survive if massive improvements aren't seized and fostered. Sometimes I feel that we're having tea in the kitchen while the house is on fire."

Thank you for your service to our community and thank you for supporting changes that will protect our earth for future generations.

Pam Smithers
1819 Vallejo Street
St Helena, CA
707-696-0530

Plan For EV Chargers In St. Helena

St. Helena City Council

Presented by Anil Comelo, City Manager and Andrew Bradley, Program Manager

October 22, 2024

City Council Goals

- Goal 2: Improve Infrastructure & Further Environmental Sustainability

- Goal 5: Enhance Quality of Life

Key Decisions

- Do we need EV chargers?
- If yes, where should they be located?
- What type of chargers should the City install?
- Should the City own and maintain the chargers?

EV Chargers at City Hall

- The City has six (6) Level 2 Chargers at City Hall
- New Level 3 Chargers will help the City get closer to meeting Climate Action goals
- County estimates need for 60 chargers by 2025
  - Level 2 and Level 3
- CA Energy Commission estimates Napa County needs 84 Level 3 chargers by 2025 and 644 by 2035

Current Chargers at Money Way Lot





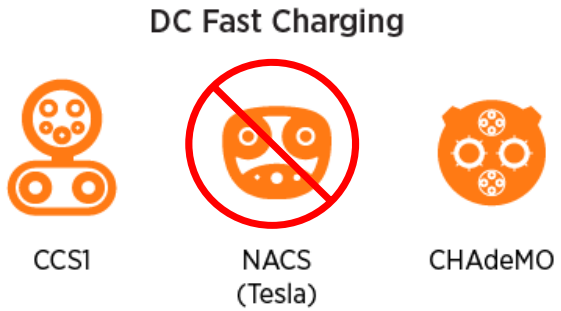






EVgo Chargers at Money Way Lot

- EVgo
  - Approved by City Council in September 2016 and contract expires in September 2024
  - Can charge up to four (4) vehicles using only CCS1 and CHAdeMO connections



NACS Connector - Industry Standard

- North American Charging System (NACS) is recognized as the international standard for EV's by SAE International
- The NACS (NACS/SAE J3400) port is becoming an industry standard



NACS Connector

- Manufacturers will have NACS as standard on new EV's:
  - Audi (2025)
  - BMW (2025)
  - Ford (2024)
  - Genesis (2024)
  - GM (2025)
  - Honda (2025)
  - Hyundai (2024)
  - Jaguar (2025)
  - Kia (2024)
  - Lexus (2025)
  - Lucid (2025)
  - Mazda (2025)
  - Mercedes-Benz (2025)
  - Mini (2025)
  - Nissan (2025)
  - Polestar/Volvo (2025)
  - Porsche (2025)
  - Rivian (2025)
  - Rolls-Royce (2025)
  - Scout Motors (2025)
  - Stellantis (2025)
    - Chrysler
    - Dodge
    - Jeep
    - Maserati
    - Ram
  - Toyota (2025)
  - Volkswagen (2025)

Charging Options

- ChargePoint
- Intergrative Charging
- Tesla





ChargePoint

- Would require the City to buy, install, manage, and maintain equipment.
  - Costly. City does not have staff that can maintain specialized equipment
  - Could provide some revenue to City over time

Integrative Charging

- Would install and maintain equipment (up to 12 Level 3 Chargers)
  - No guarantee of what equipment, connectors, or network would be used.
  - Would install in phases
- City could have limited revenue share ($250 to $500 per month depending on usage)

Tesla

- Would install and maintain equipment (12 Level 3 Chargers)
  - Level 3 Chargers with “Magic Dock”
    - Works for vehicles with CCS1 and NACS
      - No adapter required
  - 99% “up time” average across their network
  - Most vehicles are moving to the NACS connector by 2025
  - Tesla network is open to all vehicle models

Location Considerations

	City Hall	Library	Lewis Station	RR Parking	Safeway	Sunshine Foods	Oak & Money
Retail & Dining	No	No	Yes	Yes	Yes	Yes	Yes
RR Tracks	No	No	Yes	Yes	Yes	No	No
PG&E Power	-	-	-	-	-	-	Yes
Overhead Lines	No	No	Yes	Yes	No	No	No
Space for ADA	Yes	Yes	No	No	Yes	Yes	Yes
Parking Layout	Yes	Yes	No	No	Yes	No	Yes
Meets Criteria	No	No	No	No	No	No	Yes

Location Considerations (examples)







- Railroad Avenue and Lewis Station Park
  - Too close to RR and Powerlines
  - Space constraints
- Sunshine Foods
  - Small shared lot
  - Angled parking would need reconfigured

Staff Recommendation

- **Tesla at Oak Avenue / Money Way Parking Lot**
- Work with Tesla to install 12 Level 3 chargers
  - "Magic Dock" Chargers
- Tesla will determine rate to be charged
- Will reduce parking for non-charging vehicles by 12
- No cost to the City
- 10-year contract
- City can cancel after 10 years with 18 months notice

Current vs. Future Configuration

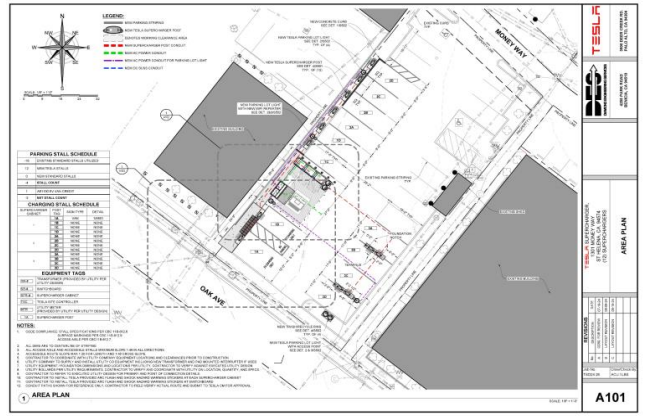
- Current Parking lot configuration
  - 28 total spaces
    - 4 used by EVgo (1 ADA)
    - 24 for general parking (2 ADA)

- Tesla Charging lot configuration:
  - 24 total spaces (4 would be used by infrastructure)
    - 12 EV (1 ADA)
    - 12 General (2 ADA)

Oak Avenue / Money Way Lot

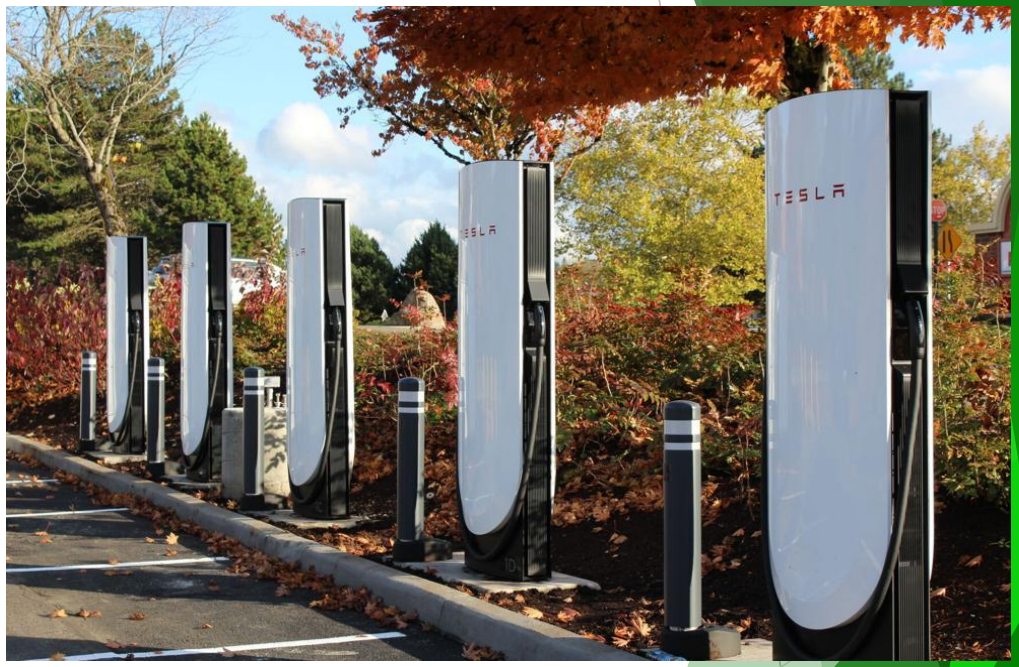
- 12 Level 3 Chargers
  - 11 chargers + one (1) ADA van space
  - ADA space “use last”
- 12 spaces available for general parking
  - Includes two (2) ADA spaces
- Meets all requirements from providers and PG&E has already confirmed power infrastructure is available for location.


TESLA SUPERCHARGER
(12) SUPERCHARGERS
ST HELENA - CITY PARKING LOT
1301 MONEY WAY, ST HELENA, CA. 94574
APN: 009-240-013-000
TRT: 427859
VICINITY MAP
AERIAL MAP
OUTLINE OF WORK AREA
SITE LOCATION
PROJECT TEAM
CALL BEFORE YOU DIG
SUPERCHARGER PROJECT SCOPE
SHEET INDEX
NOTES
COVER PAGE
G001


PARKING STALL SCHEDULE
CHARGING STALL SCHEDULE
EQUIPMENT TAGS
NOTES:
AREA PLAN
MONEY WAY
OAK AVE
AREA PLAN
A101

Tesla Magic Dock Charging Station v4

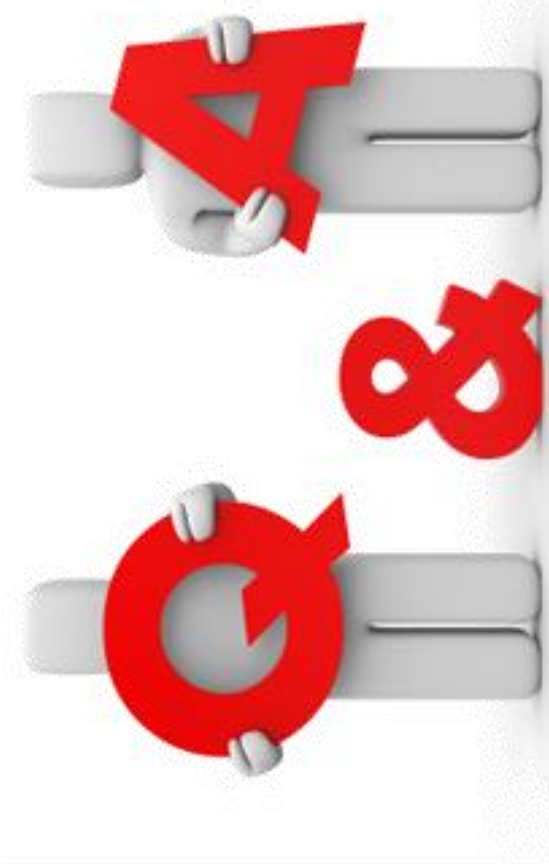




- Magic Dock Chargers could be used by vehicles with NACS and CCS1 connection points
  - This includes St. Helena Police Department's Ford Mustang Mach-E's

Potential Implementation Timeline

- Sep 4: Presentation to ATSC
- Oct 22: Recommendation to City Council
- Q4 2024: Agreement Signed with Charging Partner, Building Plans Submitted to City for Approval
- 1Q or 2Q 2025: Installation and Activation of New Chargers



Questions from Comments

- Parking
  - July 2024 Parking Study for Downtown Specific Plan
    - 639 marked and unmarked street parking spaces
    - 354 parking spaces in parking lots (77 in public lots)
    - DSP will evaluate current parking spaces and options for additional parking spaces (garage, PG&E lot on Mitchell, etc.)
    - Study area showed parking occupancy at 85% or below, including in Oak Avenue parking lot, this includes peak times (weekday and weekend)

Questions from Comments

- Parking
  - This plan doesn't eliminate 12 spaces, it restricts them to EV's while charging
    - Could encourage vehicle turnover, bringing more people to St. Helena businesses

Questions from Comments

- Enforcement of “EV Only”
  - EV parking only is enforceable when posted (CA Code)
  - Idling after charging is complete is charged by provider

Questions from Comments

- Chargers
  - Level 3 – Tesla V4 Supercharger (newest technology)
    - Currently limited to 250kWh, but capable of up to 350 kWh
    - Designed to be compatible and open to all EV's
    - Designed to keep hardware and footprint with updates as needed internally
    - Tesla has a nationwide uptime of 99.97% (Impact Report 2023)
    - Chargers get power from clean sources when available, when not available Tesla pays offsets

Questions from Comments

- Utilization Expectations
  - Anticipates 50 to 120 vehicles per day to use chargers
    - Varies based on season, day of week, etc.
  - Will increase as more EV's on the road
    - As more chargers are available, auto customers are more likely to consider buying EV's in the future
  - Doing in phases would impact customer experience
    - Increased wait times by drivers lowers customer experience
    - Increases time parking lot would be "under construction"
  - Plans to build 40+ Superchargers in Napa Valley
    - St. Helena's 12 are based on current demand and forecasted demand

Questions from Comments

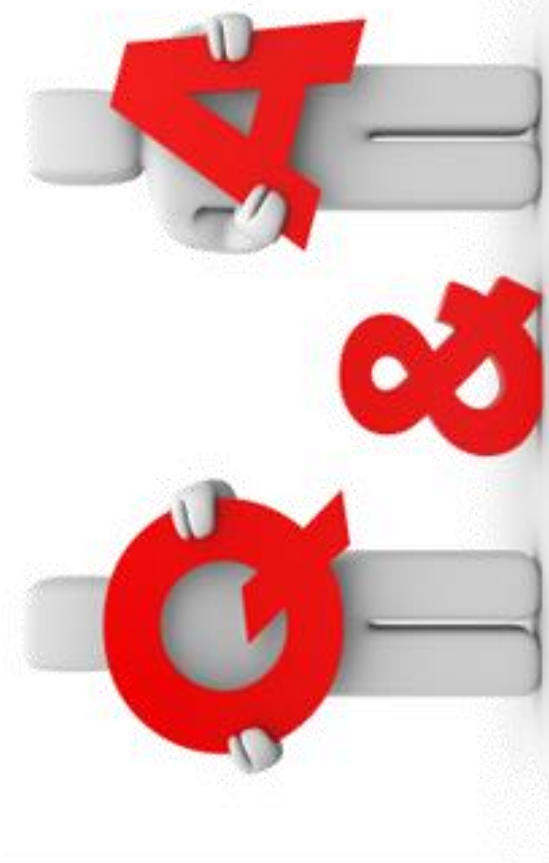
- Costs
  - Investment to build is $550,000 to $600,000
    - There are also regular maintenance costs, working with utility, etc.
    - Estimated cost recovery period is 10 to 15 years
  - For the City a similar project could be more than $1,000,000
    - Due diligence, demand studies and analysis, hardware, working with utility for infrastructure.
    - Plus, regular maintenance costs for the life of the chargers.

Questions from Comments

- Timeline and Parking Lot Condition
  - Tesla is motivated to begin work as soon as possible to meet their goals (40+ new Superchargers in Napa Valley)
  - Tesla has completed their due diligence, market research, and planning.
  - Working with PG&E could be the “delay” and why Tesla give themselves a longer window to install chargers
  - Will ensure parking lot looks good after construction
    - Topcoat/slurry seal (as needed), curbs and ramps (as needed, primarily for ADA), striping, replacement of any damaged/removed landscaping

Questions from Comments

- Rates (non-member)
  - Current EVgo rates:
    - $0.44 to $0.64/kWh
    - $0.99 session fee
    - Charger are 50 kWh
  - Tesla Fees (in area – Fairfield, Napa, Santa Rosa, Sonoma, Vallejo, Windsor)
    - $0.53 to $0.60/kWh
    - Up to $1/min idling (after charging is complete)
    - Chargers are 250 kWh



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	October 22, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration and Proposed Approval of a Resolution Establishing two Ad Hoc committees: (1) Finance Advisory Committee and (2) Strategic Water and Wastewater Advisory Group.
RECOMMENDED ACTION:	Adopt the attached resolution establishing the two committees and beginning the recruitment process.
PREVIOUS COUNCIL ACTION:	10/24/23 - City Council established Water and Wastewater Exploratory Committee 11/28/23 - City Council appointment of Water and Wastewater Exploratory Committee Members 8/27/24 - City Council received Water and Wastewater Exploratory Committee Recommendation and provided direction to staff 8/27/24 - City Council indicated interest in establishing a Finance Committee
STATEMENT OF THE PURPOSE:	Institute two separate citizen ad hoc committees to enhance transparency, improve financial planning, and provide technical assistance as directed by City Council.
FINANCIAL IMPACT:	There is no need for allocation of monies for the establishment of the Finance Advisory Committee and Strategic Water/Wastewater Advisory Group. That said, this establishment will increase staff time required to prepare for meetings and follow-up on research and other tasks associated with the work of the committees.

BACKGROUND:

In accordance with several City Council Goals staff was directed to bring back two committee recommendations for discussion and consideration. The purpose of the two committees align with the following Council Goals:

- Goal 1: Strengthen Fiscal Resilience
- Goal 2: Improve Infrastructure & Further Environmental Sustainability
- Goal 3: Pursue Water Security & Prudent Management of Water Resources
- Goal 4: Provide Effective Community Information & Opportunities for Engagement

DISCUSSION:

Beginning in 2023, the City Council has expressed an interest in establishing a finance committee and in October 2023 the City Council established a committee to explore the formation of a water/wastewater enterprise advisory group. On August 27, 2024, City Council provided direction for the Council Ad Hoc group comprised of Mayor Dohring and Council Member Summers to work with staff to refine specific tasks that could be assigned to a water/wastewater committee. The same day Vice Mayor Hall expressed interest in the establishment of a finance committee. There was broad consensus and staff agreed to bring a report back to City Council for future consideration.

Based on City Council direction and interest the following committees are being brought to City Council for consideration and approval.

Finance Advisory Committee

The City of St. Helena is committed to promoting transparent governance and maintaining sound financial practices. The creation of an Ad Hoc Finance Advisory Committee will provide a structured forum for detailed review of financial matters and will assist the City Council by offering recommendations regarding budgeting, financial policies, and other fiscal issues. The establishment of this committee will help ensure that the City's financial resources are managed effectively and transparently. It will assist in long-term planning and strengthen public trust. Attachment A provides a summary of this committee.

Strategic Water and Wastewater Advisory Group

The purpose of the Strategic Water and Wastewater Advisory Group (SWAG) is to be an added resource to City Council and City staff by being available to provide technical assistance, evaluate long-term needs and develop plans to address those needs and to serve as a trusted resource as staff manages various projects, as assigned by City Council.

This group will be in place for a one-year trial period. Attachment B provides a summary of this committee as well as the recommended tasks for the trial period.

Timeline

The recommended timeline is as follows:

- October 22, 2024 - City Council establish bot the Finance Advisory Committee and the Strategic Water/Wastewater Advisory Group
- October 23, 2024 - Application period begins
- November 7, 2024 - Application period closes
- November 12, 2024 - Candidate interviews and appointments
- January 2025 - First meetings of the new committees.

ENVIRONMENTAL REVIEW:

n/a

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

Attachment A - Finance Committee Recommendation
Attachment B - Strategic Water and Wastewater Advisory Group Recommendation
Resolution - Establishing Finance Advisory Committee and Strategic Water and Wastewater Advisory Group

Finance Committee

As with other Council appointed committees, this Committee will serve in an advisory capacity to the City Council.

Purpose:
The purpose of the Committee is to ensure that public funds are allocated and used efficiently, transparently, and in alignment with the City's strategic priorities and policies.

Composition, Structure, and Term:

1. As with other Committees of the City Council, this Committee will be Brown Act compliant.
2. Committee will have regularly scheduled meetings each quarter starting in January 2025.
3. The Committee will be comprised of five regular voting members serving 2-year staggering terms. Because the committee is being established mid-year, the initial terms will be as follows:
    a. Three committee members will serve an initial 2-year term expiring June 30, 2027; and
    b. Two committee members will serve an initial 1-year term expiring June 30, 2026.

Tasks:
Members of the Committee and the Committee as an entity serve in an advisory capacity to the City Council, as directed by the City Council and aligned with City Council Goals and Objectives, and City staff's workplan. Tasks of this Committee will be directed by the City Council and may include:

1. Collaborate with staff to develop a long-range financial plan:
    a. Project revenue and expenditures for 20-years to assess fiscal sustainability.
    a. Create a model which aligns the City's fiscal resources to strategic goals.
    b. Incorporate reserve targets (assigned and unassigned).
    c. Capital planning to ensure identified infrastructure projects are funded.
    d. Recommend revenue offsets to meet the City's long-term needs.
    e. Identify and provide a mitigation plan for key financial risks.
2. Provide input as part of the preparation of the two-year operating and capital budget in Spring 2025.

   a. Prioritization of programs for funding and/or cuts depending on availability of resources.
3. Provide input on the prioritization and funding for the replacement of major equipment and vehicles.
4. Review options for various City facilities including a Parks & Recreation Office/Building and a permanent City Hall.
5. Advise on actions related to pension liability.

Strategic Water and Wastewater Advisory Group (SWAG)

As with other Council appointed committees, this Committee will serve at the will of the City Council.

Purpose:
The purpose of the Committee is to be an added resource to City Council and City staff by being available to provide technical assistance, evaluate long-term needs and develop plans to address those needs, and to serve as a trusted resource as staff manages various projects, as assigned by City Council.

Philosophy:
The philosophy of the Committee is to look ahead and to build a culture where members of the community can collaborate with and be supportive of staff in a collegial, respectful manner. It will not be a forum to override council priorities/direction or seek to manage staff or projects. The Committee will be forward-thinking in nature, with a focus on current policy issues and long-term planning through policy development that provides sustainability for our community.

Trial Period:
City Council is establishing this Committee for a trial period of 12 months with regularly scheduled meetings every two months, starting in January 2025, meeting a minimum of 5 times during the trial period. The trial period is intended to allow rapport to be built with the Committee members, City Council, and City staff, and for the Committee to gain a better understanding of Enterprise needs and how this Committee can be utilized as a valuable and trusted resource for the City.

Composition, Structure, and Term:
As with other Committees of the City Council, this Committee will be Brown Act compliant with the following composition:
(1) comprised of highly skilled professionals in technical or business disciplines,
(2) composed of five regular voting members and one alternate,
(3) one member may represent business/commercial sector or may be a ratepayer residing outside the City limits.

If the Committee is deemed to be an effective resource worthy of continuance past the trial period, City Council will be asked to take action to extend the existence of the committee and/or convert it to a standing committee. The term of a Committee member shall be four years with staggered terms.

Duties:

Members of the Committee and the Committee as an entity serve in an advisory capacity to the City Council on matters pertaining to the Water and Wastewater Enterprises ("Enterprises"), present and future, as directed by the City Council and aligned with City Council Goals and Objectives, and City staff's workplan and capacity. These matters could include policy formation/updates related to:

1. The protection, integrity, use and reuse of the City's water resources.
2. Development and implementation of programs that achieve City Council goals and objectives related to water supply management, water conservation, water reuse, water demand management, and wastewater management.
3. Attendance and reports on relevant countywide commissions and committees.

Based on the adopted City Council goals and current staff workplan, the Committee will have the following tasks during its trial term:

Task 1
Task: Review outside expert's initial findings and provide feedback to staff on any overlooked areas or new issues to be addressed regarding recurring discolored water in the City's water system and provide feedback to staff on proposed mitigation plan and public awareness program. Provide quarterly progress reports to City Council Ad Hoc Water Committee.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability
Affiliated Staff Workplan: NEW: Public Works Department will identify and implement a lasting solution to the recurring discolored water in the City's water system.
Additional Information: Key Objectives Identified: 1. Assessment: Hire an external engineering consultant, and work with a consultant to assess the system and identify the root cause(s). 2. Solution: Propose a solution or mitigation plan within six months, aiming for a 90% reduction in discolored water incidents within a year. 3. Impact: Reduce resident complaints by 65% within he first year of implementation. It is estimated a proposed solution will be brought to City Council July 2025 and completed by August 30, 2025.

Task 2
Task: Research and prepare a report for the City Council on the feasibility of solar at Stonebridge Wells and the Wastewater Treatment Plant.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability
Affiliated Staff Workplan: 2.300 Exploration of solar on water/wastewater infrastructure
Additional Information: City staff is currently exploring solar on Bell Canyon Reservoir as part of SCADA and microgrid project.

Task 3
Task: Create survey template and database citywide to see whether respondents would be interested in utilizing recycled water, when available.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability
Affiliated Staff Workplan: 2.614 Develop Recycled Water Master Plan
Additional Information: A key element in developing a Recycled Water Master Plan is determining the interest in utilizing recycled water. The City currently does not have a baseline to determine the demand for recycled water use.

Task 4
Task: Research and prepare a report exploring uses for tertiary water.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 2.615 Explore use of tertiary water (resulting from treatment at the WWTP) to expand the amount of potable water by further treatment and/or mission with water at the reservoir.
Additional Information: Is also tied with Task 2.

Task 5
Task: There are two phases to Task 5: Phase 1 - Provide feedback to staff during the internal review process for both the Water Management Plan being prepared by West Yost and the Assessment of Water Supply Strategies being prepared by Luhdorff & Scalmanini. Phase 2 - Review and provide feedback to staff on the DRAFT Water Management Plan and the DRAFT Assessment of Water Supply Strategies (Estimated June 2025).
Affiliated City Council Goal(s): Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 3.110 Update Water Neutrality Policy and Safe Yield Analysis 3.810 Evaluate and pursue additional water resources (e.g. alternative municipal well, Sites Reservoir in Coluse County, Adventist Health Wells, Rector Dam surplus water, etc.) 3.900 Investigate feasibility of using recycled/reclaimed wastewater for either groundwater recharge or for mixing with our domestic water supplies
Additional Information: On October 8, 2024, City Council approved a contract with West Yost for the development of a Water Management Plan and a contract with Luhdorff & Scalmanini for an Assessment of Water Supply Strategies. Once completed, the DRAFT plan will need to be reviewed and feedback provided to staff for the consultant. Once the Water Management Plan is complete, the next step will include workplan items: 3.110 Update Water Neutrality Policy and Safe Yield Analysis, and 3.500 Review current water allocations during Phase II and Phase III Water Emergency and recommend changes, and 2.1100 Explore limits on City's capacity to provide water to residents beyond the existing RHNA cycle The next steps could result in additional tasks delegated to the Committee.

Task 6
Task: Review and make recommendations on the current Phase II Water Penalty structure, including, but not limited to penalty structures imposed by other entities.
Affiliated City Council Goal(s): Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 3.600 Review current penalty structure for the Phase II and Phase III water emergency.
Additional Information:

Task 7
Task: Research and make recommendations to refine, if necessary, the City's incentive and rebate programs including, but not limited to leak repair, water conservation rebates, and enhancements and help for low income and/or seniors.
Affiliated City Council Goal(s): Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 3.700 Develop and refine incentive programs (leak repair, gray water, customer assessment services, other rebates/incentives) and enhancements and help for low income and/or seniors.
Additional Information:

Task 8
Task: Research and complete applications for grants as they apply to water and wastewater enterprises.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure & Further Environmental Sustainability Goal 3: Pursue Water Security & Prudent Management of Water Resources Goal 8: Implement Capital Improvement Plans (CIP) Projects
Affiliated Staff Workplan: n/a
Additional Information: The City has actively searched for grants and working with California Consulting; however, most grants we do not qualify for due to the size of our community and because we are not considered a disadvantaged community.

Task 9
Task: Recommend to City Council Water Ad Hoc Committee other tasks the Committee considers beneficial for the City.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure & Further Environmental Sustainability Goal 3: Pursue Water Security & Prudent Management of Water Resources Goal 8: Implement Capital Improvement Plans (CIP) Projects
Affiliated Staff Workplan: n/a
Additional Information: The City Council has an established Water Ad Hoc Committee, currently composed of Mayor Dohring and Council Member Chouteau. Quarterly, the Council Ad Hoc Committee may assign or shift tasks to the Strategic Water and Wastewater Advisory Group

Evaluation of Trial Period

At the end of the 12-month trial period, City Council will seek input from City Council Ad Hoc Committee, members of SWAG, and City staff to evaluate the efficacy and effectiveness of the Committee. The City Council will determine if this Committee continues to exist. The evaluation will be subjective and considerations of the success of the committee include but is not limited to: (1) staff considers the Committee was beneficial to their work product, (2) the Committee's focus, efforts, productivity, and time requirements aligned well with staffing capacity, and (3) the Committee advanced the goals and objectives of the City Council.

CITY OF ST. HELENA

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ESTABLISHING TWO AD HOC COMMITTEES: A FINANCE ADVISORY COMMITTEE AND A STRATEGIC WATER AND WASTEWATER ADVISORY GROUP.

RECITALS

A. In accordance with several City Council goals, staff was directed to bring two committee recommendations to City Council for consideration; and

B. The purposes set out for both committees align with the following established City Council Goals:

Goal 1: Strengthen Fiscal Resilience

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 3: Pursue Water Security & Prudent Management of Water Resources

Goal 4: Provide Effective Community Information & Opportunities to Engage

Goal 7: Optimize Organizational Effectiveness; and

C. The City Council desires to establish the following two Ad Hoc committees:
   1. Finance Advisory Committee
   2. Strategic Water and Wastewater Advisory Group (SWAG).

RESOLUTION

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

1. Establish an Ad Hoc Finance Advisory Committee for the purposes identified in the Finance Committee Summary (Attachment 1); and

2. Establish a Strategic Water and Wastewater Advisory Group (SWAG), on a one-year trial basis for the purposes identified in the Strategic Water and Wastewater Advisory Group Summary (Attachment 2); and

3. Provide notice to applicants seeking to participate in the Finance Advisory Committee and/or the Strategic Water and Wastewater Advisory Group; and

4. Applications will be accepted from October 23, 2024 through November 7, 2024; and

5. Candidate interviews and appointments are scheduled for November 12, 2024.

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

From: Ross@gmail
To: cityclerk
Subject: [External] Item 15.2 10/22 agenda
Date: Monday, October 21, 2024 10:46:12 AM

Hello -

I respectfully request that agenda Item 15.2 on Tuesday's CC meeting be removed or tabled **until the new members are seated after the election.**

A significant number of citizens, including myself, believe that more time is needed to consider this issue and make our opinions known to the Council.

Item 15.2 has a long-term impact on our City, and so it should be put off to be considered by those newly-elected to serve.

Thank you,
- Ross Allen,
643 Pratt Avenue, St. Helena

From: sharon dellamonica
To: cityclerk
Subject: [External] Agenda item 15.2 on Tuesday, Oct. 22 City Council Meeting
Date: Monday, October 21, 2024 10:11:10 AM

Please remove or table agenda item 15.2 on the Oct. 22nd agenda. The public has not had sufficient time to address this. What's the rush to push this through before the election? More attempts to disenfranchise the public while masquerading as the opposite.
Sharon Dellamonica
St. Helena, CA

From: Tim Hall
To: cityclerk
Subject: [External] Independent Commission on Water & Wastewater
Date: Monday, October 21, 2024 11:30:52 AM

Please recognize my support for an **independent**, citizen-led and only staff-supported Water and Wastewater Commission that is permanent, not temporary.
Furthermore, this commission should be seated with Council appointed members, ONLY AFTER the new City Council is elected and seated.
The current agenda item should be TABLED at the upcoming CC meeting to allow the newly elected CC take a vote on establishing a permanent, independent commission and the make-up of the commission.
We must have independent voices not directed or managed by city staff to get to the bottom of the problems and recommend solutions to the City Council for action.

Regards,
Timothy Hall
657 Pratt Ave.

From: CN
To: cityclerk
Subject: [External] Tuesday agenda item
Date: Monday, October 21, 2024 10:53:44 AM

Please table the Ad Hoc Water Committee and finances committee that appears on Tuesdays agenda. St. Helena citizens would be better served for this item to wait until the new city council is seated. An independent committee that reports to the city council should be decide by those members of the city council that will be serving through its formations and future.

Thanks,
Celeste Neeley
Sent from my iPhone

From: Kelly Wheaton
To: cityclerk
Subject: [External] For Tuesdays Meeting Agenda Items 15.2
Date: Sunday, October 20, 2024 9:58:31 PM

Re: Formation of a Water and Wastewater Committee and a Financial Committee

To the St Helena Mayor and Council Members,

I have waited a few days to write this comment while I was waiting for my anger to subside. And to be honest it has not. The thing about anger is it is jet fuel that propels one forward, for better or worse.

These remarks are not aimed at the Council, nor the staff although I address them here. They are aimed at the public record and any litigation or legislation that may someday ensue. And to the handful of citizens that still care enough to read the agenda, even as they know nothing they say or do will make a damned bit of difference. While the staff and some city council members are smugly applauding themselves for this coup, you should not be so quick to congratulate yourselves on staving off much needed independent oversight. Your goals as set May 9th 2023.

- **Goal 1:** Strengthen Fiscal Resilience
- **Goal 2:** Improve Infrastructure & Further Environmental Sustainability
- **Goal 3:** Pursue Water Security & Prudent Management of Water Resources
- **Goal 4:** Provide Effective Community Information & Opportunities for Engagement
- **Goal 5:** Enhance Quality of Life
- **Goal 6:** Improve Employee Recruitment, Retention, & Morale
- **Goal 7:** Optimize Organizational Effectiveness
- **Goal 8:** Implement Capital Improvement Plans (CIP) Projects

Let's take a closer look. Yesterday by happenstance I had two conversations with pro-business leaders. In order to protect them against retaliation I will not give you a clue, but know this--- they are disgusted and appalled at the City Staff and the majority of City council members. Desperation has led to ill conceived Measures and lies. I did not suggest these things, they told me. There was so much we agreed on it should be a warning to the status quo.

Of the above goals if you were to poll the public the only goal that you the Council might receive a passing grade on is Goal 6. The problem is the Administrative staff and to a large extent the council exists in an insular bubble. They think “Provide Effective Community Information & Opportunities for Engagement ” means lecturing, dictating, propagandizing and paying lip service--- this fulfills this goal. They do not want community involvement or engagement except to fulfill the look of giving the community a voice. The reason there is such a HUGE turnover in Committee members is not that they don't care---it's that they have so little input into anything. They are patronized and then told what to do. So they quit. And don't get me started on the humiliating process that you put them through. Utterly shameful.

As all of you know it has been over 3.5 years that we were working with first Mayor Ellsworth and then Mayor Dohring to get an INDEPENDENT, PERMANENT Water and Wastewater Commission appointed that would be an advisory group to the City Council, reporting to them directly. Two WASH (Water Advocates St Helena) members were on the exploratory Committee. First one resigned early in the year and then the committee all but dissolved. We were waiting to give it another try when the new council is seated. And in what is the worst betrayal by Mayor Dohring, he worked with staff to put forward this bogus proposal for a Committee that is neither independent or permanent and to push it through before the election when they have the votes to try to circumvent something that would actual serve the council and replace it with an impossible, CYA committee for the staff.

The staff doesn't want you to know they are balancing the budget through overcharging the Water and Wastewater Enterprises in violation of Prop 218. They don't want you to know that they paid $13,000 to have a consultant come up with a plan to make it look like it is justified. They have no proper accounting of how their time is spent as required by law. They hope they can continue to get away with it.

They hope that you won't notice that year after year your water rates go up and up and up but the quality of your water and the amount lost to leaks goes up and up and up. They try to trick you into thinking SMART METERS will save money and stop leaks. They will not. They will actually lead to more of your water bills going higher as the old meters don't register the flow as effectively. They do nothing to fix leaks or water quality. The staff and council know how to prioritize more money for themselves. More perks, higher salaries and fancier job titles while screwing you the taxpayer all in the name of retention and morale. What do you think the effect of these rates is on retention of residents and their morale. The bottom line is I don't think they care. And I don't think the current council writ large even thinks about the citizenry on a day to day basis. Some of them don't return calls or emails.

Any decision that makes it to the council 99 times out of a hundred is decided before the public has 4 days to respond. The deal is sealed just waiting for a signature. The public cannot affect any decision; they are frozen out at every step.

The Water and Wastewater Rate Study is a perfect example of how the staff controlled every step of the process and wrote the recommendations before the committee had an opportunity to make their recommendations. They were sent to the City Council as a done deal. It is only when the majority of the committee threatened to resign were they able to make the recommendations to the city council that was their work product (rather than the staff's). It is not that the Staff are bad people.it is that they have too much power and think they know what is best for a community that they don't even live in.

This proposal is a sham. The city manager and Assistant City Manager know that. The mayor and Vice Mayor and other council members know that too. It will not matter whether two people write or twenty or a hundred. It will not matter what I say or a few others at the hearing the staff will do everything in its power to push it through. Been there down that---whether it is Hunter or Fir Hill or a hundred other decisions. The deal is all but inked. But make no mistake the accounting is coming one way or another. You can pat each other on the backs but we see you. We see how both Assistants to the City Manager at over $200K each were shifted over to public works where they can draw their salaries from the Water Enterprises. You can fool some of the people some of the time but people are catching on. When a Public Relations guy is now a Project Manager in Public Works we have a big problem.

Goal 7: Optimize Organizational Effectiveness I would rate that an F. We hve added layers of bureaucracy ---but not improved effectiveness or delivery of services at all. The CM and PR guy spend inordinate amounts of time trying to convince you not to trust your own eyes.

If the council wants to prove me wrong, take these two committees and table them until after the election and so that their structure, goals etc can have public input. This won't happen because the Council doesn't care what you want. All their polling is designed to get the answers they want. They do nothing to foster real, honest communication. They think communication is them telling you what to think. They have no idea what public service is. And they either don't know what was meant by a Citizen's Advisory Commission or simply don't care. Shame on you!

Kelly Wheaton
1335 Inglewood Ave

From: lana ivanoff
To: cityclerk
Subject: [External] Water Ad Hoc committee
Date: Saturday, October 19, 2024 5:50:07 PM

City Council Members….
I am requesting that you consider tabling item 15.2, on the 10/22/24, CC Agenda…..Consideration of Proposed Approval of a Resolution Establishing two AdHoc committees (1) Finance Advisory, (2) Strategic Water/WasteWater Advisory group.
I feel very strongly that both these committees should be set up by the new council.
With 2 seats, plus the possibility of the Mayor's seat being turned over, I think this is something that should be decided upon by the newly seated members.
Also, it was my understanding that the original proposed idea was for a Commission to be set up, not another Ad Hoc Committee.
Council should know that those serving on Ad Hoc committees, and residents throughout town, are tired of their recommendations being ignored, or changed, or influenced/directed by staff recommendations.
It's time to listen to the citizens of St Helena….their ideas, and frustrations. There is so much outside talent in this town, and ignoring their input is getting old.
Please consider tabling 15.2 until a new CC is seated.

Thanks you
Lana Ivanoff

Sent from my iPad

From: Mcknz
To: Public Comment
Subject: [External] Consideration and Proposed Approval of a Resolution Establishing two Ad Hoc committees: (1) Finance Advisory Committee Wastewater and Water (2) and Strategic Advisory Group.
Date: Saturday, October 19, 2024 5:41:17 PM

I highly encourage and recommend that this item be tabled until the new City Council is seated. They will be the governing body to deal with this matter.

Thanks,
Laura

From: Ed Wellington
To: cityclerk
Subject: [External] Independent Water / Wastewater Commission
Date: Monday, October 21, 2024 12:20:22 PM

It has been over 3.5 years that we were working with first Mayor Ellsworth and then Mayor Dohring to get an INDEPENDENT, PERMANENT Water and Wastewater Commission appointed that would be an advisory group to the City Council, reporting to them directly. Two WASH (Water Advocates St Helena) members were on the exploratory Committee. First one resigned early in the year and then the committee all but dissolved. We NEED to establish this committee ASAP! The water rates are exorbitant and the quality is third world. The fact that multiple $200k positions were moved to the water funding source creates much suspicion of misuse of funds.

Edward Wellington
US Army Veteran - Retired

From: Richard Seiferheld
To: cityclerk
Subject: [External] Agenda item 15.2 on 10/22/24 CC meeting.
Date: Monday, October 21, 2024 2:05:04 PM

Please remove or table agenda item 15.2 on the Oct. 22nd agenda. The public has not had sufficient time to address this.

Sent from my iPhone
Richard Seiferheld
(707) 695-0915
seiferheld@me.com

From: Cindy Tzafopoulos
To: Erika Opp
Subject: FW: [External] Oct. 22, 2024 City Council Meeting Agenda Item 15.2
Date: Monday, October 21, 2024 4:40:33 PM

Public comment.

From: TOM BELT <tmbelt@comcast.net>
Sent: Monday, October 21, 2024 4:22 PM
To: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.gov>
Subject: [External] Oct. 22, 2024 City Council Meeting Agenda Item 15.2

I request agenda item 15.2 be tabled until the new city council has been elected and seated. Providing St. Helena water and wastewater customers with an additional voice that is regularly scheduled would be a huge improvement from the current status quo where no citizen input is offered relating to how St. Helena's enterprise funds are managed.

Tom Belt

From: EK
To: cityclerk
Subject: [External] Agenda Item 10-22-24
Date: Tuesday, October 22, 2024 3:26:42 PM

Dear City Council Members,

I respectfully request that you table Agenda Item 15.2 until the new city council has been elected and installed. Any advisory group on water and wastewater *must* be comprised of *St. Helena citizens*.

Sincerely,
Ellen Kieval

From: LESLIE WILKS
To: cityclerk
Subject: [External] Water rates
Date: Tuesday, October 22, 2024 7:47:41 PM

City Clerk & the City Council of St Helena,

I do not want St Helena's water rates to go towards balancing the city's budget or paying the salaries of city employees.

Leslie Wilks
1320 Allyn Avenue
St Helena, CA94574
Sent from my iPhone

Establishing Two Independent Committees:

1. Finance Committee

2. Strategic Water/Wastewater Advisory Committee

City Council Meeting

October 22, 2024

Background – Finance Ad Hoc Committee

- 2023 – City Council Expressed Interest in Establishing a Finance Committee
- August 27, 2024 – Vice Mayor Hall expressed interest in establishing a finance committee.
  - Broad consensus by Council
  - Staff agreed to bring a report back to City Council for future consideration

Finance Ad Hoc Committee Recommendation

- ***Purpose:***
  - Ensure that public funds are allocated and used efficiently, transparently, and in alignment with City's strategic priorities and policies
- ***Composition:***
  - 5 members (alternating 2-year terms)
  - Quarterly Meetings
- ***Tasks:***
  - Collaborate with staff to develop a long-range financial plan
  - Provide input as part of the preparation of the two-year operating and capital budget in Spring 2025
  - Prioritization of programs for funding and/or cuts depending on resources
  - Review options for various City Facilities
  - Advise on actions related to pension liability

Background – Water/Wastewater Exploratory Committee

- October 2023 – Resolution 2023-138 - Council Established an Exploratory Committee to:
  - Identify issues for which qualified volunteers can best support the Water and Wastewater Enterprises
  - Make a recommendation to City Council on how to best organize and advisory body for this purpose
  - It was anticipated the exploratory committee would operate for approximately 6 months and conclude no later than June 30, 2024.

Background – Water/Wastewater Exploratory Committee

- Exploratory Committee met 6 times
  - January 10, 2024 – June 28, 2024
  - Committee unanimously supported a recommendation to bring to Council
- August 27, 2024 – Committee Recommendation brought to City Council

Background – Water/Wastewater Exploratory Committee

8/27/24 Committee Recommendation brought to City Council

- ***Purpose*** – to be an added resource to City Council and City staff
- ***Philosophy*** – forward-thinking with a focus on current policy issues and long-term planning through policy development
- ***Trial Period*** – 24 months
- ***Duties*** – align with City Council Goals and Objectives and staff's current workplan
- ***Anticipated Focus during Trial Period:***
  - Water supplies and distribution
  - Water demand and conservation management
  - Wastewater treatment and collection
  - Water quality
  - Citizen input and education

Background – Water/Wastewater Exploratory Committee

8/27/24 City Council Direction based on Recommendation

- City Council Ad Hoc group (Dohring & Summers) work with staff to refine tasks
- Shorten trial period to 12 months

Strategic Water/Wastewater Advisory Group

Task 1:
Review outside expert's initial findings and provide feedback to staff on any overlooked areas or new issues to be addressed regarding recurring discolored water in the City's water system and provide feedback to staff on proposed mitigation plan and public awareness program.

Provide quarterly progress reports to City Council Ad Hoc Water Committee.

Task 2:
Research and prepare a report for the City Council on the feasibility of solar at Stonebridge Wells and the Wastewater Treatment Plant.

Task 3:
Create survey template and database citywide to see whether respondents would be interested in utilizing recycled water, when available.

Task 4:
Research and prepare a report exploring uses for tertiary water.

Strategic Water/Wastewater Advisory Group

Task 5:
There are two phases to Task 5:
Phase 1 - Provide feedback to staff during the internal review process for both the Water Management Plan being prepared by West Yost and the Assessment of Water Supply Strategies being prepared by Luhdorff & Scalmanini.

Phase 2 - Review and provide feedback to staff on the DRAFT Water Management Plan and the DRAFT Assessment of Water Supply Strategies (Estimated June 2025).

Task 6:
Review and make recommendations on the current Phase II Water Penalty structure, including, but not limited to penalty structures imposed by other entities.

Task 7:
Research and make recommendations to refine, if necessary, the City's incentive and rebate programs including, but not limited to leak repair, water conservation rebates, and enhancements and help for low income and/or seniors.

Strategic Water/Wastewater Advisory Group

Task 8:
Research and complete applications for grants as they apply to water and wastewater enterprises.

Task 9:
Recommend to City Council Water Ad Hoc Committee other tasks the Committee considers beneficial for the City.

Strategic Water/Wastewater Advisory Group

End of Trial Period – January 2026

- City Council will seek input from City Council Ad Hoc Committee, members of SWAG, and City staff to evaluate the efficacy and effectiveness of the Committee.
- City Council will determine if this Committee continues to exist.
- The evaluation will be subjective and considerations of the success of the committee include but is not limited to:
    (1) staff considers the Committee was beneficial to their work product,
    (2) the Committee's focus, efforts, productivity, and time requirements aligned well with staffing capacity, and
    (3) the Committee advanced the goals and objectives of the City Council.

Staff Recommendations

Adopt a resolution establishing:

1. Finance Committee
2. Strategic Water/Wastewater Advisory Group

Recommended Next Steps:

- Open recruitment: 10/23
- Recruitment closes: 11/7
- Council applicant interviews: 11/12
- Appointment of Committees: 11/12

Strategic Water/Wastewater Advisory Group

Task 1
Task: Review outside expert's initial findings and provide feedback to staff on any overlooked areas or new issues to be addressed regarding recurring discolored water in the City's water system and provide feedback to staff on proposed mitigation plan and public awareness program. Provide quarterly progress reports to City Council Ad Hoc Water Committee.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability
Affiliated Staff Workplan: NEW: Public Works Department will identify and implement a lasting solution to the recurring discolored water in the City's water system.
Additional Information: Key Objectives Identified: 1. Assessment: Hire an external engineering consultant, and work with a consultant to assess the system and identify the root cause(s). 2. Solution: Propose a solution or mitigation plan within six months, aiming for a 90% reduction in discolored water incidents within a year. 3. Impact: Reduce resident complaints by 65% within he first year of implementation. It is estimated a proposed solution will be brought to City Council July 2025 and completed by August 30, 2025.

Strategic Water/Wastewater Advisory Group

Task 2
Task: Research and prepare a report for the City Council on the feasibility of solar at Stonebridge Wells and the Wastewater Treatment Plant.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability
Affiliated Staff Workplan: 2.300 Exploration of solar on water/wastewater infrastructure
Additional Information: City staff is currently exploring solar on Bell Canyon Reservoir as part of SCADA and microgrid project.

Strategic Water/Wastewater Advisory Group

Task 3
Task: Create survey template and database citywide to see whether respondents would be interested in utilizing recycled water, when available.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability
Affiliated Staff Workplan: 2.614 Develop Recycled Water Master Plan
Additional Information: A key element in developing a Recycled Water Master Plan is determining the interest in utilizing recycled water. The City currently does not have a baseline to determine the demand for recycled water use.

Strategic Water/Wastewater Advisory Group

Task 4
Task: Research and prepare a report exploring uses for tertiary water.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure and Further Environmental Sustainability Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 2.615 Explore use of tertiary water (resulting from treatment at the WWTP) to expand the amount of potable water by further treatment and/or mission with water at the reservoir.
Additional Information: Is also tied with Task 2.

Strategic Water/Wastewater Advisory Group

Task 5
Task: There are two phases to Task 5: Phase 1 - Provide feedback to staff during the internal review process for both the Water Management Plan being prepared by West Yost and the Assessment of Water Supply Strategies being prepared by Luhdorff & Scalmanini. Phase 2 - Review and provide feedback to staff on the DRAFT Water Management Plan and the DRAFT Assessment of Water Supply Strategies (Estimated June 2025).
Affiliated City Council Goal(s): Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 3.110 Update Water Neutrality Policy and Safe Yield Analysis 3.810 Evaluate and pursue additional water resources (e.g. alternative municipal well, Sites Reservoir in Coluse County, Adventist Health Wells, Rector Dam surplus water, etc.) 3.900 Investigate feasibility of using recycled/reclaimed wastewater for either groundwater recharge or for mixing with our domestic water supplies
Additional Information: On October 8, 2024, City Council approved a contract with West Yost for the development of a Water Management Plan and a contract with Luhdorff & Scalmanini for an Assessment of Water Supply Strategies. Once completed, the DRAFT plan will need to be reviewed and feedback provided to staff for the consultant. Once the Water Management Plan is complete, the next step will include workplan items: 3.110 Update Water Neutrality Policy and Safe Yield Analysis, and 3.500 Review current water allocations during Phase II and Phase III Water Emergency and recommend changes, and 2.1100 Explore limits on City's capacity to provide water to residents beyond the existing RHNA cycle

Strategic Water/Wastewater Advisory Group

Task 6
Task: Review and make recommendations on the current Phase II Water Penalty structure, including, but not limited to penalty structures imposed by other entities.
Affiliated City Council Goal(s): Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 3.600 Review current penalty structure for the Phase II and Phase III water emergency.
Additional Information:

Strategic Water/Wastewater Advisory Group

Task 7
Task: Research and make recommendations to refine, if necessary, the City's incentive and rebate programs including, but not limited to leak repair, water conservation rebates, and enhancements and help for low income and/or seniors.
Affiliated City Council Goal(s): Goal 3: Pursue Water Security & Prudent Management of Water Resources
Affiliated Staff Workplan: 3.700 Develop and refine incentive programs (leak repair, gray water, customer assessment services, other rebates/incentives) and enhancements and help for low income and/or seniors.
Additional Information:

Strategic Water/Wastewater Advisory Group

Task 8
Task: Research and complete applications for grants as they apply to water and wastewater enterprises.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure & Further Environmental Sustainability Goal 3: Pursue Water Security & Prudent Management of Water Resources Goal 8: Implement Capital Improvement Plans (CIP) Projects
Affiliated Staff Workplan: n/a
Additional Information: The City has actively searched for grants and working with California Consulting; however, most grants we do not qualify for due to the size of our community and because we are not considered a disadvantaged community.

Strategic Water/Wastewater Advisory Group

Task 9
Task: Recommend to City Council Water Ad Hoc Committee other tasks the Committee considers beneficial for the City.
Affiliated City Council Goal(s): Goal 2: Improve Infrastructure & Further Environmental Sustainability Goal 3: Pursue Water Security & Prudent Management of Water Resources Goal 8: Implement Capital Improvement Plans (CIP) Projects
Affiliated Staff Workplan: n/a
Additional Information: The City Council has an established Water Ad Hoc Committee, currently composed of Mayor Dohring and Council Member Chouteau. Quarterly, the Council Ad Hoc Committee may assign or shift tasks to the Strategic Water and Wastewater Advisory Group

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Planning

DATE:	October 22, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration of a Resolution authorizing the waiver of building and grading permit fees and certain development impact fees in an amount not to exceed $199,922 and use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed $1,100,042 for the remaining balance of development impact fees and water neutrality in lieu fees in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street (APN 009-660-005) in the High Density Residential district.
RECOMMENDED ACTION:	Staff recommends that the City Council review and act on the request from Burbank Housing/OTSH to waive building and grading permit fees, certain development impact fees in amount not to exceed $199,922 and to use Affordable Housing Trust Funds and/or Measure E Funds in amount not to exceed $1,100,042 for the remaining balance of development impact and water neutrality fees in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street in the High Density Residential district.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	To facilitate the development of affordable workforce housing through reducing cost burden to applicant by waiving development related fees or utilizing city funds for affordable housing.
FINANCIAL IMPACT:	As noted in the staff report, the total fiscal impact would be to utilize $1,100,042 from the Affordable Housing Fund (Fund 751)/Measure E (Fund 752) funds to cover development impact fees and water neutrality in lieu fees. There is sufficient funding in these accounts to cover this request.

BACKGROUND:

On April 12, 2024, the applicant, Burbank Housing and Our Town St. Helena (OTSH), submitted a SB 330 application in order to vest an application to build 40 affordable apartment units on the subject site. Subsequently, on August 30, 2024, after

discussions with staff about financial needs, the applicant submitted a request for a fee waiver (Attachment 2). On October 11, 2024, the applicant submitted a planning application for Minor Design Review, Density Bonus and a Minor Sign Permit (Please see site plan, Attachment 3). The application is under administrative review by staff for consistency with the development standards and objective design standards prior to the applicant submitting for a building and grading permit.

The 1.8 acre site is located adjacent to Highway 29, between Mills Lane and Dowdell Lane. The site is noted is a Housing Opportunity Site in the certified 6th Cycle Housing Element and was recently rezoned from Service Commercial (SC) to High Density Residential (HR) in the spring of this year.

This site was also identified as the future affordable housing site to serve the Farmstead hotel development. However, due to financing challenges the hotel development has not yet initiated its plans to move forward with construction and other funding obligations per the development agreement. Burbank Housing plans to develop the subject site with "stand alone" affordable workforce housing-meaning without any improvements/commitments needed from the proposed Farmstead hotel.

DISCUSSION:

Development of affordable housing is extremely difficult, especially in high cost areas like St. Helena. In order to secure the financing necessary to develop this affordable housing project, the applicant plans to apply for low income housing tax credits, which are frequently used as a means to secure capital investment for the development of affordable housing. However, even with this investment, affordable housing generally will have a financing gap, due to the low rents that are charged to tenants. The applicant intends to make these units available at an affordable rent to tenants who earn no more than 60% of the Area Median Income for Napa County, which is well below market rents. The applicant has indicated that their project will not be feasible if they are obligated to pay the impact fee and processing fees described below. Additionally, the applicant has indicated that they meeting the City's water neutrality requirements through retrofitting or payment of in-lieu fees would make their affordable housing project infeasible. Prior to the applicant submitting its application for low income housing tax credits, the applicant would like to confirm that the City is will to waive and/or pay the processing and impact fees outlined in this staff report as these additional fees would impact the viability of the project. In addition to considering fee waivers, the City Council may authorize staff to utilize the Affordable Housing Trust Fund and Measure E funds as outlined below.

Affordable Housing Trust Fund

Per St. Helena Municipal Code (SHMC) Section 17.30.050, monies deposited in the housing fund along with any interest earnings on such monies shall be used solely to increase and improve the supply of housing affordable to households of moderate, low and very low income households, including, but not limited to acquisition of property and property rights; cost of construction including costs associated with planning, administration, and design, as well as actual building or installation, as well as any other

costs associated with the construction or financing of affordable housing. Monies in the housing fund may be disbursed, hypothecated, collateralized or otherwise employed for these purposes from time to time as the Community Development Director, City Attorney and City Council determine is appropriate to accomplish the purposes of the housing fund. The AHTF currently has an unencumbered balance of $862,000.

Measure E Funds

Measure E increased the existing transient occupancy tax (TOT) on the rental of hotel rooms by 1% from 12% to 13% within St. Helena. All revenues from the increase are restricted to programs and services for affordable and workforce housing. Affordable and workforce housing services and programs funded from Measure E include activities to increase, improve and preserve the City's supply of rental and for-sale housing for households earning up to 120% of area median income (AMI). Examples include construction of new affordable housing, conversion of market rate units to affordable units, preservation, rehabilitation, or maintenance of affordable units, and acquisition of real property for any of the programs. The City of St. Helena's Measure E fund currently has an unencumbered balance of $1,015,630.

Building/Impact Fees

Development impact fees are imposed on new development or conversions within the City to pay for public improvements related to civic improvement projects, public safety, sewer projects, water projects, traffic mitigation, parks, and storm drainage. SHMC Section 3.32.120(A) states that a developer of any project, including any new building or addition to or conversion of any existing building, subject to the fees described in SHMC Sections 3.32.050 through 3.32.100 may apply to the City Council for a reduction or adjustment of the fee(s), or a waiver of the fee(s), based upon the absence of any reasonable relationship between the nature of the impact of the development and either the amount of the fee charged or the type of facilities to be financed.

The Building Department estimates the following development impact and water neutrality fees would apply to the project:

Public Safety**	$ 64,506.00
Civic Improvement**	$ 79,392.00
Parks	$ 604,371.60
Water	$ 69,964.20
Sewer	$ 77,904.40
Storm Drainage	$ 30,268.20
Traffic	$ 40,192.20
Fire Sprinklers**	$ 10,361.25
Building Permit**	$ 44,862.99
Grading Permit**	$ 800.00
Water Neutrality*	$ 277,341.00
TOTAL	***$1,299,963.84***

*Utilizes Public Works staff calculation - Attachment 4
** Fees proposed to be waived - see below

Staff Response: Based on information provided below, the City Council may consider waiving the following fees without the use of AHTF or Measure E Funds:

1. *The addition of forty new housing units on a vacant site would not create a significant new demand on civic improvement or public safety. For this reason, the $79,392 civic improvement and $64,506 public safety impact fees could be waived.*
2. *The project will require fire sprinklers and the fee ($10,361) the City collects when fire sprinklers are proposed generally is to cover staff time to process and inspect. The City Council could elect to waive this fee which would not significantly impact the general fund.*
3. *The project will require both a building permit and grading permit prior to construction occurring. The City Council could elect to waive the fee for the building permit ($44,863) and grading permit ($800).*

The sum total of the above fees that could be waived is $199,922. The City Council has chosen to waive fees in the past for affordable housing projects, such as 951 Pope Street. It is important to note that because it is expected this subject project would contribute to the demand for parks, water, sewer, storm drain and traffic, those fees should not be waived but utilize Affordable Housing Trust Fund/Measure E funds to help mitigate those future impacts.

The remaining development impact fees and water neutrality in lieu fees ($1,100,042) would need to be paid by the Affordable Housing Trust Fund and/or Measure E Funds if approved by the Council.

Water Neutrality In-Lieu Fees
SHMC Section 13.12.030(B) (summarized below) requires any development application be accompanied with the requisite fee, unless the fee has been waived by action of the Council.

B. If the city council determines that retrofitting of existing residential or nonresidential buildings is impractical or constitutes an unusual hardship on an applicant, it may authorize the payment to the city of an in-lieu retrofit fee in lieu of complying with the requirements of subsection A of this section.

Public Works estimated the cost of the water neutrality in lieu fee assuming that the landscaping would be using potable water. (Please see Attachment 4) The applicant has indicated that the cost associated with the water neutrality fee is cost prohibitive to the viability of the development, thus the request from the applicant that the City provide the funds.

Summary:

In total, $199,922 in permit fees, fire sprinkler fees and impact fees for public safety and civic improvements are being requested to be waived. The remaining balance ($1,100,042) which covers impact fees for park, water, sewer, storm drain, traffic and water neutrality is being requested to be paid for using AHTF and/or Measure E monies.

The waiver and/or payment of fees would be contingent on the applicant actually constructing a 40 unit affordable housing development that would contribute to meeting the City's regional housing needs allocation for low and very low income households.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1-Fountain St Resolution Final
Attachment 2- Fountain Revised Fee Waiver Request FINAL
Attachment 3-Fountain St Site plan landscape concept
Attachment 4-Water Neutrality Fee Waiver calculation PW

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Resolution of the City Council of the City of St. Helena authorizing the waiver of building and grading permit fees and certain development impact fees in an amount not to exceed $199,922 and the payment of remaining development impact fees and water neutrality in lieu fees from the Affordable Housing Trust Fund and/or Measure E Funds in an amount not to exceed $1,100,042 in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street in the City of St. Helena, California

WHEREAS, SHMC Section 3.32.120(A) authorizes the City Council to waive the fees described in SHMC Sections 3.32.050 through 3.32.100; and

WHEREAS, per SHMC Section 17.30.050, monies deposited in the housing fund along with any interest earnings on such monies shall be used solely to increase and improve the supply of housing affordable to households of moderate, low and very low income households, including, but not limited to acquisition of property and property rights; cost of construction including costs associated with permit fees as well as actual building or installation, as well as any other costs associated with the construction or financing of affordable housing; and

WHEREAS, all revenues from Measure E are restricted to programs and services for affordable and workforce housing. Affordable and workforce housing services and programs funded from Measure E include activities to increase, improve and preserve the City's supply of rental and for-sale housing for households earning up to 120% of area median income (AMI); and

WHEREAS, the addition of forty housing units on a vacant site would not create a significant new demand on civic facilities nor require new public safety funding. Therefore, the City Council is waiving the $79,393 civic improvement fee and $64,506 public safety fee; and

WHEREAS, the project will require fire sprinklers and the fee ($10,361) the City collects when fire sprinklers are proposed generally is to cover staff time to process and inspect. The City Council waives this fee which would not significantly impact the general fund; and

WHEREAS, the project will require both a building permit and grading permit prior to construction occurring. The City Council finds the need for affordable housing justifies waiving the fee for the building permit ($44,862) and grading permit ($800);and

WHEREAS, the sum total of permit and impact fee's being waived is not to exceed $199,922. The remaining development impact fees and water neutrality in lieu fees will be paid by the Affordable Housing Trust Fund and/or Measure E Funds in an amount not to exceed $1,100,042.

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

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

SECTION 2. To approve the waiver of building and grading permit fees and certain development impact fees in an amount not to exceed $199,922 authorizing the use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed $1,100,042 for the remaining fee balance in order to accommodate a 40-unit affordable housing project at 0 Fountain Street (APN 009-660-005) in the High Density Residential district.

Approved at a Regular Meeting of the St. Helena City Council on October 22, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

August 30, 2024

Ms. Maya De Rosa
Mr. Aaron Hecock
Senior Planner
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574

RE: Request for Fee Waiver - Revised
0 Fountain Court, St. Helena

Dear. Mr. Hecock,

In April, a preliminary application pursuant to SB330 was submitted to the City for the development of a 40-unit multifamily 100% affordable workforce housing project located on a 1.8-acre (gross) parcel on Fountain Court between Mills Lane and Dowdell Lane (Project) in St. Helena (City). On April 12, 2024 the City confirmed that the submitted SB 330 preliminary application was legally sufficient, that the Project obtained vested rights as of April 12, 2024, and that the Project is subject only to the City ordinances, policies, and standards adopted and in effect as of April 12, 2024.

As such, pursuant to Section 3.32.120(A) of the City's Municipal Code at this time we respectfully request the City waive fees associated with the Project, currently estimated at $1,293,551 (see attached spreadsheet).

As the City is aware, Affordable housing financing is extremely challenging and affordable housing development must rely on multiple tools to close project funding gaps. As a 100% affordable housing development, the requested impact fee waiver is necessary to ensure the financial feasibility and economic viability of the development and to close a project funding gap. Per Section 17.30.050 of the City's Municipal Code, monies deposited in the housing fund are to be used solely to increase and improve the supply of housing affordable to households of moderate, low and very low income households, including, but not limited to acquisition of property and property rights; cost of construction including costs associated with planning, administration, and design, as well as actual building or installation, as well as any other costs associated with the construction or financing of affordable housing. Similarly, all revenues from Measure E are restricted to programs and services for affordable and workforce housing to increase, improve and preserve the City's supply of rental and for-sale housing for households earning up to 120% of area median income (AMI).

We respectfully request the City Council consider this request no later than August such that we may timely file our planning application within the 180-day vesting period afforded to us under the law.

Sincerely,

Larry Florin
Burbank Housing

Jennifer La Liberte
Our Town St. Helena

Fountain Court Workforce Housing Community - Fee Waiver Request
8/30//2024

City Fees		
Building Permit	$	44,862.99
Grading Permit	$	800.00
Public Safety	$	64,506.00
Civic Improvement	$	79,392.00
Park	$	604,371.60
Water	$	69,964.20
Sewer	$	77,903.40
Storm Drain	$	30,268.20
Traffic	$	40,192.20
Housing	NA	
Subtotal	$	1,012,260.59
Fire		
Sprinklers	$	10,361.25
Subtotal	$	10,361.25
Water Neutrality		
In-Lieu	$	270,928.96
Subtotal	$	270,928.96
Total Fee Waiver Request	**$**	**1,293,550.80**

Permit Details
City of St. Helena

PERMIT NUMBER
BD2407-001

Description: **49620 sf multi family 380 sf trash enclosure**			
Type: **MULTI FAMILY RES**	Subtype: **NEW**	Status: **UNDER REVIEW**	Applied: **7/1/2024 KC**
Parcel No: **009660005**	Site Address: **0 FOUNTAIN ST. ST. HELENA,CA 94574**		Approved:
Subdivision:	Block: Lot:		Issued:
Lot Sq Ft: **0**	Building Sq Ft: **0**	Zoning:	Finaled:
Valuation: **$28,840,657.00**	Occupancy Type:	Construction Type:	Expired:
No. Buildings: **0**	No. Stories: **0**	No. Unites: **0**	
Details:			

Process Summary

ADDITIONAL SITES

CHRONOLOGY

CONDITIONS

CONTACTS

NAME TYPE	NAME	ADDRESS1	CITY	STATE	ZIP	PHONE	FAX	EMAIL
OWNER	PHELPS FAMILY HOLDINGS LLC	C/O PHELPS PARTNERSHIP	RANCHO SANTA FE	CA	92067			

FINANCIAL INFORMATION

DESCRIPTION	ACCOUNT	QTY	AMOUNT	PAID	PAID DATE	RECEIPT #	CHECK #	METHOD	PAID BY	CLTD BY
CALIF BUILDING STD ADMIN FEE	101-2154	0	$1,154.00	$0.00						
Total Paid for CALIF BUILDING STD ADMIN FEE:			$1,154.00	$0.00						

Permit Details
City of St. Helena

PERMIT NUMBER
BD2407-001

DESCRIPTION	ACCOUNT	QTY	AMOUNT	PAID	PAID DATE	RECEIPT #	CHECK #	METHOD	PAID BY	CLTD BY
CIVIC IMPROVEMENT IMPACT FEES RESIDENTIAL/CONVERSIONS	713-3620	49620	$79,392.00	$0.00						
Total Paid for CIVIC FACILITIES IMPACT:			$79,392.00	$0.00						
GRADING PERMIT	101-3381	0	$800.00	$0.00						
Total Paid for GRADING PERMIT:			$800.00	$0.00						
MFR/HOTEL/CARE-NEW BLD-INSPECTIONS	101-3120	49620	$25,327.20	$0.00						
MFR/HOTEL/CARE-NEW BLD-PLAN CHECK	101-3120	49620	$14,632.50	$0.00						
Total Paid for MULTI FAMILY RES/HOTEL/CARE OCC:			$39,959.70	$0.00						
MULTI-FAMILY RESIDENTIAL	734-3331	49620	$604,371.60	$0.00						
Total Paid for PARKS IMPACT:			$604,371.60	$0.00						
PUBLIC SAFETY RESIDENTIAL/CONVERSIONS	216-3290	49620	$64,506.00	$0.00						
Total Paid for PUBLIC SAFETY IMPACT:			$64,506.00	$0.00						
SINGLE FAMILY RESIDENTIAL	774-3490	49620	$77,903.40	$0.00						
Total Paid for SEWER IMPACT FEE:			$77,903.40	$0.00						
SMI - RESIDENTIAL	101-2153	0	$3,749.29	$0.00						
Total Paid for SMI - RESIDENTIAL:			$3,749.29	$0.00						
SINGLE FAMILY RESIDENTIAL	742-3333	49620	$30,268.20	$0.00						
Total Paid for STORM DRAIN IMPACT FEE:			$30,268.20	$0.00						

Permit Details
City of St. Helena

PERMIT NUMBER
BD2407-001

DESCRIPTION	ACCOUNT	QTY	AMOUNT	PAID	PAID DATE	RECEIPT #	CHECK #	METHOD	PAID BY	CLTD BY
SINGLE FAMILY RESIDENTIAL	740-3336	49620	$40,192.20	$0.00						
Total Paid for TRAFFIC MITIGATION:			$40,192.20	$0.00						
SINGLE FAMILY RESIDENTIAL	764-3890	49620	$69,964.20	$0.00						
Total Paid for WATER SYSTEM IMPACT:			$69,964.20	$0.00						
TOTALS:			$1,012,260.59	$0.00						

INSPECTIONS

INSPECTION TYPE	INSPECTOR	SCHEDULED DATE	COMPLETED DATE	RESULT	REMARKS	NOTES
SMOKE DETECTORS-CO2						

PARENT PROJECTS

REVIEWS

REVIEW TYPE	REVIEWER	SENT DATE	DUE DATE	RETURNED DATE	STATUS	REMARKS	NOTES

BOND INFORMATION

ATTACHMENTS

Attachment Type	CREATED	OWNER	DESCRIPTION	PATHNAME	SUBDIR	ETRAKIT ENABLED
DOC	7/1/2024	KATHLEEN COLLINS	Permit Details	Permit Details.pdf		
DOC	7/18/2024	KATHLEEN COLLINS	Permit Details_1	Permit Details_1.pdf		
DOC	7/18/2024	KATHLEEN COLLINS	Permit Details_2	Permit Details_2.pdf		
DOC	8/14/2024	KATHLEEN COLLINS	Permit Details_3	Permit Details_3.pdf		

Permit Details
City of St. Helena

PERMIT NUMBER
FD2407-001

Description: **496 HEADS**			
Type: **FIRE**	Subtype: **FIRE SPRINKLER-RESIDENTIAL NEW**	Status: **UNDER REVIEW**	Applied: **7/18/2024 KC**
Parcel No: **009660005**	Site Address: **0 FOUNTAIN ST. ST. HELENA,CA 94574**		Approved:
Subdivision:	Block: Lot:		Issued:
Lot Sq Ft: **0**	Building Sq Ft: **0**	Zoning:	Finaled:
Valuation: **$501,960.00**	Occupancy Type:	Construction Type:	Expired:
No. Buildings: **0**	No. Stories: **0**	No. Unites: **0**	
Details:			

Process Summary

ADDITIONAL SITES

CHRONOLOGY

CONDITIONS

CONTACTS

NAME TYPE	NAME	ADDRESS1	CITY	STATE	ZIP	PHONE	FAX	EMAIL
OWNER	PHELPS FAMILY HOLDINGS LLC	C/O PHELPS PARTNERSHIP	RANCHO SANTA FE	CA	92067			

FINANCIAL INFORMATION

DESCRIPTION	ACCOUNT	QTY	AMOUNT	PAID	PAID DATE	RECEIPT #	CHECK #	METHOD	PAID BY	CLTD BY
CALIF BUILDING STD ADMIN FEE	101-2154	0	$21.00	$0.00						
Total Paid for CALIF BUILDING STD ADMIN FEE:			$21.00	$0.00						

Permit Details
City of St. Helena

PERMIT NUMBER
FD2407-001

DESCRIPTION	ACCOUNT	QTY	AMOUNT	PAID	PAID DATE	RECEIPT #	CHECK #	METHOD	PAID BY	CLTD BY
FIRE SPRINKLERS - RESIDENTIAL	101-3120	496	$10,275.00	$0.00						
Total Paid for FIRE SPRINKLERS - RESIDENTIAL:			$10,275.00	$0.00						
SMI - RESIDENTIAL	101-2153	0	$65.25	$0.00						
Total Paid for SMI - RESIDENTIAL:			$65.25	$0.00						
TOTALS:			$10,361.25	$0.00						

INSPECTIONS

PARENT PROJECTS

REVIEWS

REVIEW TYPE	REVIEWER	SENT DATE	DUE DATE	RETURNED DATE	STATUS	REMARKS	NOTES

BOND INFORMATION

ATTACHMENTS

Attachment Type	CREATED	OWNER	DESCRIPTION	PATHNAME	SUBDIR	ETRAKIT ENABLED
DOC	7/18/2024	KATHLEEN COLLINS	Permit Details	Permit Details.pdf		

WATER NEUTRAL REPORT

Fountain Court Workforce Housing Community
St. Helena, CA
APN: 009-660-005

Prepared by
BKF Engineers
200 4th Street, Suite 300
Santa Rosa, Ca 95401



July 29, 2024

I. BACKGROUND

In order to comply with the City of St. Helena's Water Neutral Policy, the attached water analysis has been prepared for the Fountain Court Workforce Housing Community (Project) located at Fountain Court, St. Helena (APN 009-660-005) (Property). This analysis documents the theoretical proposed water consumption for the new Project and the in-lieu fee necessary to off-set the demand.

II. EXISTING THEORETICAL DOMESTIC WATER DEMAND

The Property has no current connection to the City of St. Helena domestic water system. Therefore, the existing demand associated with the Property is zero (0) gallons per day.

III. PROPOSED THEORETICAL DOMESTIC WATER DEMAND

The proposed development consists of 40 multifamily attached rental units consisting of a mix of 1, 2 and 3 bedroom units with associated common area including a kitchen and restroom as well as a restroom associated with the management office. The proposed water demand is calculated based upon water usage from water fixtures and appliances based on the number of occupants as laid out by the City of St. Helena Water Neutral Policy for Development as follows:

Fixture Type	Theoretical Water Demand
Showerhead	8 min/shower/day/occupant
Lavatory faucet	0.25 min/3 times/day/occupant
Kitchen faucet	4 min/day/occupant
Toilet	3 flushes/day/occupant
Clothes Washer	0.37 load/day/occupant
Dish Washer	0.1 load/day/occupant

Water usage from water fixtures and appliances meet the minimum requirements of the 2022 California Green Building Standards Code (Title 24, Part 11) as follows:

Fixture Type	Theoretical Water Demand
Showerhead	1.8 gallons per minute
Lavatory faucet	1.2 gallons per minute
Kitchen faucet	1.8 gallons per minute
Toilet	1.28 gallons per flush
Clothes Washer	14 gallons per load
Dish Washer	4.25 gallons per load

Following the guidelines of the City of St. Helena policy, the analysis is to be completed based on two (2) occupants per bedroom. Based on the City of St. Helena Water Neutral Policy for

Development we have calculated the theoretical domestic water demand to be approximately 5,684 gallons per day for the Project; see the attached calculations.

IV. PROPOSED THEORETICAL LANDSCAPE WATER DEMAND

Landscape irrigation will be provided by the City of St. Helena. It is anticipated that there will be approximately 19,809 square feet of landscaped area. The landscaping will consist of drought resistant vegetation with low irrigation water demand. The estimated daily irrigation demand for the Project is approximately 531 gallons per day; see the attached calculations.

V. PROPOSED MITIGATION - IN-LIEU RETROFIT FEES

The Project will result in the use of approximately 6,215 gallons per day. Since the Property has no existing water usage, conservation measures incorporated into the Project design would not be able to achieve neutrality. Therefore, the Project proposes to pay an in-lieu retrofit fee equivalent to the cost of retrofitting showerheads, bathroom and kitchen faucets, and toilets in existing residential buildings to achieve the required water savings.

The theoretical residential water usage for residences with old fixtures is summarized in the table below:

Fixture	Flow Rate[1]	Flow Duration	Daily Use Per Occupant	# Occupants	Gallons Per Day
Showerheads	2.5 gallons per minute	8 min	1	6	120
Lavatory Faucets	2.2 gallons per minute	0.25 min	3	6	9.9
Kitchen Faucets	2.2 gallons per minute	4 min	1	6	52.8
Toilets	1.6 gallons per flush	1 flush	3	6	28.8
				Total	211.5

[1]*Source: LEED v4 Indoor Water Use Reduction Calculator*

The theoretical residential water usage for residences with retrofitted low flow fixtures is summarized in the table below:

Fixture	Flow Rate	Flow Duration	Daily Use Per Occupant	# Occupants	Gallons Per Day
Showerheads	1.8 gallons per minute	8 min	1	6	86.4
Lavatory Faucets	1.2 gallons per minute	0.25 min	3	6	5.4
Kitchen Faucets	1.8 gallons per minute	4 min	1	6	43.2
Toilets	1.28 gallons per flush	1 flush	3	6	23.04
				Total	158.04

A residence with old fixtures uses approximately 222 gallons per day (gpd), while a residence that has been retrofitted with low fixtures will use approximately 158 gpd, representing an overall savings of approximately 64 gpd as summarized in the table below.

	Gallons Per Day
Theoretical Water Use with Old Fixtures	211.5
Theoretical Water Use with Retrofits	158.04
Total Savings	(53)

The calculation for the number of residences that would need to be retrofitted based on the anticipated demand for the Project is summarized in the table below:

	Gallons Per Day
Project New Water Demand	6215
Water Savings per Residence w/Retrofit	53
Number of Residences to Retrofit	116

In order to offset the anticipated water demand for the Project, 116 residences will need to be retrofitted. The anticipated material cost to retrofit an existing residence are summarized in the table below:

Material Cost per Residence	Quantity	Cost Per Unit[1]	Total Cost
Toilets[2]	2	$ 322.01	$ 644.03
Lavatory Faucets[3]	2	$ 89.85	$ 179.69
Kitchen Faucets[4]	2	$ 214.81	$ 429.62
Shower Heads[5]	2	$ 96.13	$ 192.26
Total Material Cost per Residence			$ 1,445.60

The anticipated labor cost to retrofit an existing residence are summarized in the table below.

Installation Cost per Residence	Hours	Quantity	Cost Per Hour[6]	Total Cost
Toilets	1.5	2	$ 177.00	$ 265.50
Lavatory Faucets	1.5	2	$ 177.00	$ 265.50
Kitchen Faucets	1.5	2	$ 177.00	$ 265.50
Shower Heads	0.5	2	$ 177.00	$ 88.50
Total Labor Cost per Residence				$ 885.00

The total cost to retrofit per residence is $2,330.60. The total cost to retrofit 116 residences is $270,928.96.

VII. CONCLUSION

The Project will result in the use of approximately 6,215 gallons of water per day. The Project will use water efficient fixtures and conservation measures to the maximum extent practicable. In order to offset the water demand associated with the Project, 116 residences would need to be retrofitted resulting in a financial impact of $270,928.96.

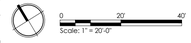
Given the affordable nature of the Project and inherent limitations with publicly funded affordable housing financing sources, retrofitting of existing residential buildings is impractical and the Project would instead need to pay an in-lieu fee as provided for by St. Helena Municipal Code Section 13.12.030(B). To off-set this financial impact to the Project, as provided for by St. Helena Municipal Code Section 3.32.120(A), the Project proponents request the City Council

[1] Includes 8% sales tax
[2] Kohler K-3999-0 https://a.co/d/08NSKJ0p
[3] American Standard 7385004.002 https://a.co/d/0jfDUB7p
[4] American Standard 7441300.002 https://a.co/d/0brO5vqd
[5] HammerHead Showers® ALL METAL 3-Spray Handheld Shower Head https://a.co/d/076cOy8x
[6] https://www.angi.com/articles/what-are-common-handyman-prices.htm

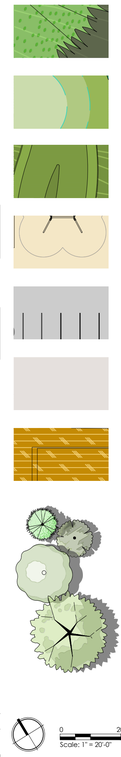
waive the in-lieu water neutrality fee and utilize monies available in the Housing Trust Fund, which is intended to advance affordable housing projects in the community, to cover the cost of the Project's water neutrality in-lieu fees.



Layout Plan



LEGEND




St Helena stone elements


Stone wall with bench top


Community tables


Trellis

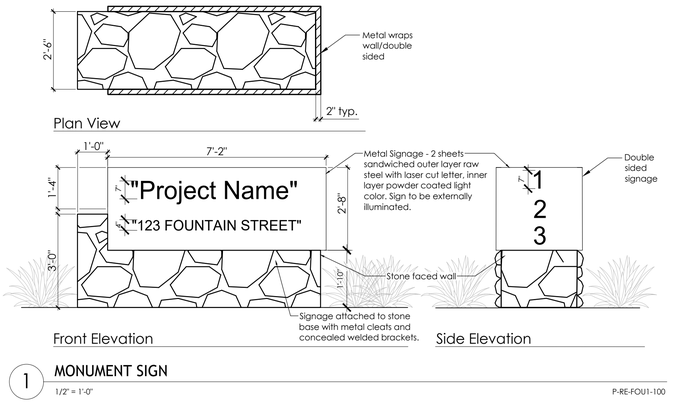

Wire fence with wooden frame


Circular bench around specimen tree


Planted berms


Natural pathway


Good neighbor fence



1 MONUMENT SIGN

1/2" = 1'-0"

P-RE-FOU1-100

**All images are examples only. Final selection to be specified in CDs

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landscape architecture and planning, inc.
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707.546.3561 | www.quadriga-inc.com

ID	DATE	NAME

Project:

FOUNTAIN STREET WORKFORCE HOUSING

FOUNTAIN CT., ST. HELENA, CA 94574

Client:

BURBANK HOUSING

Our Town St. Helena
It all begins at home.

BURBANK HOUSING AND OUR TOWN ST. HELENA

LANDSCAPE PLAN

JOB #: 2300

SCALE: Per Plan

L.01

From: Maya DeRosa
To: Maya DeRosa
Subject: RE: Request for memo on water neutrality in lieu fees for Fountain Ct.
Date: Monday, October 14, 2024 5:02:46 PM
Attachments: image001.png

From: Eric Janzen <ejanzen@cityofsthelena.gov>
Sent: Monday, October 14, 2024 11:58 AM
To: Maya DeRosa <MDeRosa@cityofsthelena.gov>
Cc: Joseph Leach <jleach@cityofsthelena.gov>; Ethan Walsh <Ethan.Walsh@bbklaw.com>
Subject: RE: Request for memo on water neutrality in lieu fees for Fountain Ct.

Water neutrality review:
The baseline reported by the applicant is 0 (zero) GPD. This is an undeveloped lot with no prior water usage.

Public Works Staff reviewed the proposed plan and find that a total of 83 bedrooms are proposed. Under the water neutrality policy, this equates to 166 persons (2 per bedroom). Using the City's standard LEED water usage for fixtures and appliances, this equals 5801 GPD of domestic water use that must be offset.

WATER NEUTRALITY CALCULATOR - BASIC LEED VALUES

Fixture	flow rate (gal/min or gal/flush)	flow duration (minutes, flush, load)	Daily Uses per Occupant	Number of Occupants	GPD
showerheads	2.0	8.0	1.00	166	2656
sink faucets	1.5	0.3	3.00	166	187
kitchen faucet	1.5	4.0	1.00	166	996
toilet	1.3	1.0	3.00	166	647
clothes washer	19.7	1.0	0.37	166	1210
dishwasher	6.3	1.0	0.10	166	105
				Total GPD	5801

The project also proposes to use potable water for landscape irrigation at a rate of 531 GPD for a total water usage offset of 6,332 GPD.

The applicant has estimated an equivalent retrofit water savings of 53 GPD for retrofitting an older 3-bedroom home with new fixtures. This equates a total of 119 homes must be retrofitted (6,332 GPD / 53GPD savings per home = 119 homes).

The applicant has estimated that each home would cost $2,3360 to retrofit. Public Works Staff have reviewed this estimate and have no objections.

The in-lieu fee is calculated as follows:
5,801 GPD domestic + 531 GPD irrigation / 53 GPD savings per home = 119 homes
*$2,330.60 * 119 = $277,341 in lieu fee (w/ potable water irrigation)*

<end of calculation memo>

ERIC JANZEN
ASSISTANT DIRECTOR OF PUBLIC WORKS
City of St. Helena | Public Works
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 967-2831 | ejanzen@cityofsthelena.gov | https://www.cityofsthelena.gov/publicworks

**Our email addresses have changed to .gov

City Council
October 22, 2024

0 Fountain Street Affordable Housing and Request for Fee Waivers and Utilizing Affordable Housing Funds

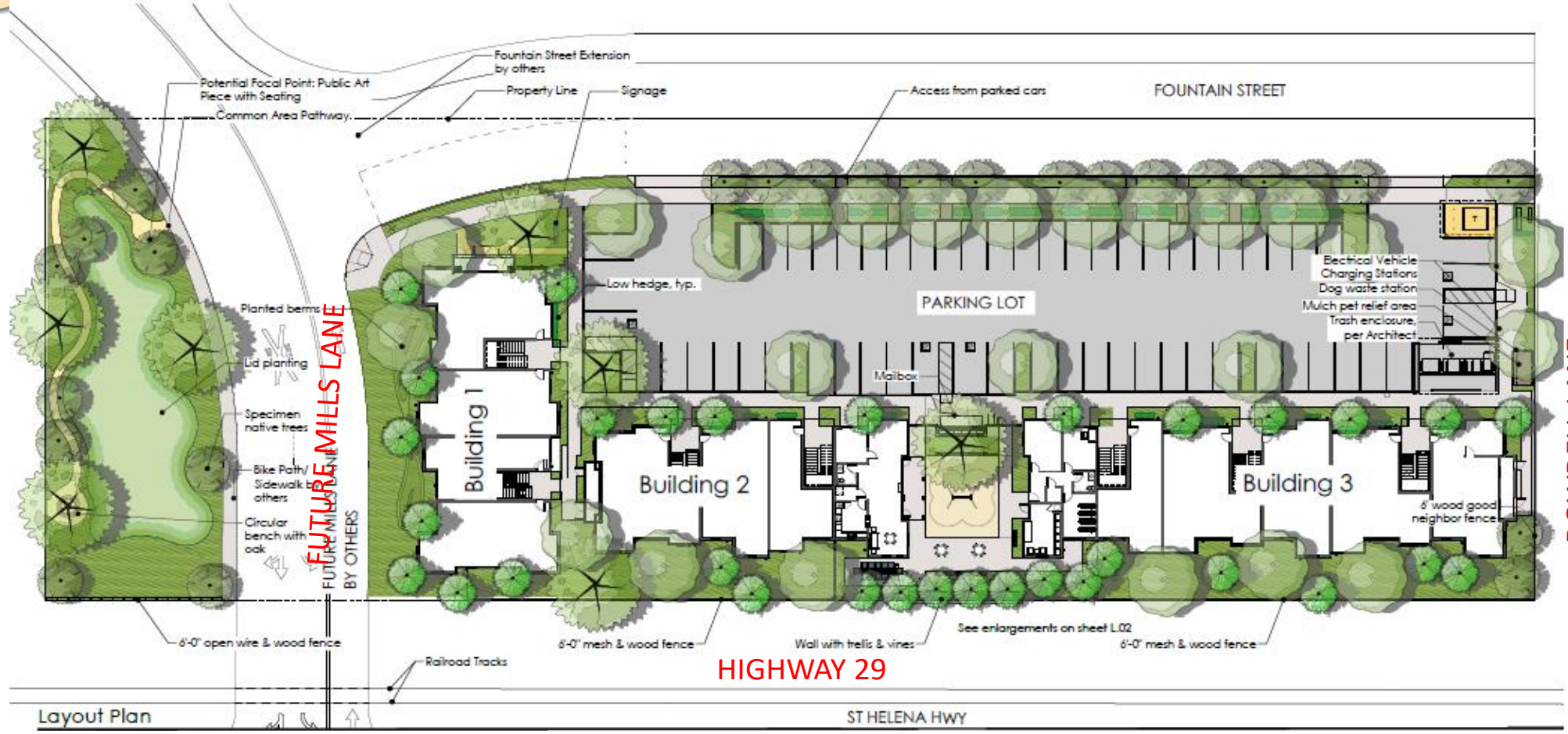
Background

- Site located near intersection of Dowdell and Highway 29
- Site was originally identified as future affordable housing site to serve the planned Farmstead hotel
- Housing Element Opportunity Site upzoned from Service Commercial to High Density Zoning in May 2024

Background

- **Eligible for streamlined review with SB 330 application- filed on April 12, 2024 by applicant Burbank Housing and OTSH**
- **August 30, 2024, the applicant submitted to City a request for fee waivers**
- **October 11, 2024, the applicant filed a Minor Design Review, Density Bonus and Minor Sign Permit in association with proposal to construct 40 affordable housing units**

Site Plan


Fountain Street Extension by others
Potential Focal Point: Public Art Piece with Seating
Property Line
Signage
Access from parked cars
FOUNTAIN STREET
Common Area Pathway
Low hedge, typ.
PARKING LOT
Electrical Vehicle Charging Stations
Dog waste station
Mulch pet relief area
Trash enclosure, per Architect
Mailbox
Planted berms
Lid planting
Specimen native trees
Bike Path/ Sidewalk by others
Circular bench with oak
FUTURE MILLS LANE
BY OTHERS
Building 1
Building 2
Building 3
6' wood good neighbor fence
DOWDELL LANE
6'-0" open wire & wood fence
6'-0" mesh & wood fence
Wall with trellis & vines
See enlargements on sheet L.02
6'-0" mesh & wood fence
Railroad Tracks
HIGHWAY 29
Layout Plan
ST HELENA HWY

Summary of Fees :40 unit multi-family

Public Safety**	$ 64,506.00
Civic Improvement**	$ 79,392.00
Parks	$ 604,371.60
Water	$ 69,964.20
Sewer	$ 77,904.40
Storm Drainage	$ 30,268.20
Traffic	$ 40,192.20
Fire Sprinklers**	$ 10,361.25
Building Permit**	$ 44,862.99
Grading Permit**	$ 800.00
Water Neutrality	$ 277,341.00
TOTAL	**$1,299,963.84**

****Fees to be waived= $199,922**

Remaining Fees utilizing Measure E/Affordable Housing Trust Fund= $1,100,042

Affordable Housing Trust Fund

- **Monies are to be used for:**
  - **Increasing and improving the supply of housing for moderate , low and very low income households**
  - **property acquisition**
  - **Cost of construction**
  - **Costs associated with planning and administration**
  - **Any other costs associated with the construction or financing of affordable housing**

Measure E Fund

- Measure E is an existing Transit Occupancy Tax (TOT) applied to rented hotel rooms
- Revenues from Measure E are restricted to programs and services related to affordable and workhouse housing
- Activities to increase, improve and preserve the City's supply of rental and for-sale housing for households earning up to 120% of the Area Median Income
- The project would be eligible to utilize Measure E funds

Financial Impact

- **Utilize $1,100,042 from Affordable Housing Trust Fund (AHTF) and Measure E Fund to cover development impact fees and water neutrality in lieu fees.**
- **There is currently $862,000 in the AHTF**
- **There is currently $1,015,630 in the Measure E fund**

Recommended Action

Staff recommends that the City Council:

Review and act on the request from Burbank Housing/OTSH to waive building and grading permit fees, certain development impact fees in amount not to exceed $199,922 and to use Affordable Housing Trust Funds and/or Measure E Funds in amount not to exceed $1,100,042 for the remaining balance of development impact and water neutrality fees in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street in the High Density Residential district.

Questions and Discussion