City of St. Helena
Regular City Council Meeting
Tuesday, June 24, 2025 @ 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.

The City Council meeting will be live-streamed on Comcast 28 and on the City's website

Public comment **for meetings will be accepted via email to publiccomment@cityofsthelena.gov. 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: Michelle Deasy, City Council Members: Aaron Barak, Kate Spadarotto, Billy Summers

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

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

   Estimated start time: 6:10 p.m.

   5.1. Public Comment.Bucky Swisher — 13 - 15
   Public Comment.Lulii Lyman

6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
   Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members

may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1. Parks and Recreation Chair Report 17 - 22

Presentation

7.2. Measure H Oversight Committee Chair Report

8. STAFF BRIEFING

9. 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: 6:25 p.m.

9.1. Consideration and Proposed Adoption of a Resolution Adopting a List of Projects for Fiscal Year 2025-26 funded by SB1: The Road Repair and Accountability Act of 2017. 23 - 27

CEQA Determination: Not a CEQA project
Prepared By: Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - FY25/26 SB1 Project List - Pdf

9.2. Approval of a Resolution Establishing Appropriation Limits for Fiscal Year 2025-26 and the Selection of Current Year Adjustment Factors. 29 - 39

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

Staff Report - 2026 GANN Limit - Pdf

9.3. Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase 1 Project. 41 - 45

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Approve the Resolution.

Staff Report - Notice of Completion - S24-01 Sewer Inspection Project - Pdf

9.4. Consideration of a resolution approving (1) a temporary closure of Tainter Street between Kearney Street and Oak Avenue on Sunday, 47 - 50

July 20, 2025, from 6:00 a.m. to 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages and the operation of mobile food vendors on this public street for the Guelaguetza St. Helena 2025 event scheduled for Sunday, July 20, 2025, from approximately 11:00 a.m. to 6:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Approval of the attached resolution.

Staff Report - Street Closure of Tainter Street for Guelaguetza St. Helena 2025 - Pdf

9.5. May 2025 Review and Forecasting of City Water Supply Availability. 51 - 56

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

Staff Report - Pdf

9.6. Consideration of a resolution authorizing the purchase of a Bobcat 24" High-Flow Planer for a total not-to-exceed amount of $20,950 for Public Works Operations. 57 - 62

CEQA Determination: Not a CEQA project
Prepared By: Juan Gonzalez
Recommendation:
Approval of the attached resolution.

Staff Report - Purchase of a Bobcat 24" High-Flow Planer for Public Works Operations - Pdf

9.7. Second reading and adoption of an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the Fire Hazard Severity Zones as recommended by CalFire and to provide authorization for fees for the inspection of properties that are sold in high or very high fire hazard severity zones. 63 - 71

CEQA Determination: Exempt
Prepared By: John Sorensen, Fire Chief
Recommendation:
Recommend that the City Council:
1. Conduct the second reading and adopt an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the fire hazard severity zones; and 2. provide authorization for fees for the inspection of properties that are sold in HIGH or VERY HIGH fire hazard severity zones.

Staff Report - 2nd Reading and Adoption of an Ordinance to Designate New Fire Hazard Severity Zones - Pdf

9.8. Approval of a resolution authorizing the purchase and installation of new perimeter security fencing at the Corporation Yard from R & S Erection of Richmond, Inc. for an amount not-to-exceed $151,580, 73 - 85

including tax and contingency, to be funded from the FY2024/25 Public Works Administration budget.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Deputy City Manager
Recommendation:
Staff recommends that the City Council approve the construction contract for the purchase and installation of new perimeter security fencing at the Corporation Yard for an amount not-to-exceed $151,580, including tax and contingency, to be funded from unspent professional contracts in the Public Works Administration budget.

Staff Report - Pdf

9.9. Approval of Resolution authorizing a cost-sharing model and Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District with a three-year term, in which the District will fund 75% of the cost of a School Resource Officer, reimbursing the City approximately $160,000 annually. 87 - 103

CEQA Determination: Exempt
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Staff recommends that the City Council approve the cost-sharing model and Memorandum of Understanding (MOU).

Staff Report - Memorandum of Understanding: School Resource Officer Program (SRO) - Pdf

9.10. Proposed Approval of a Resolution: 105 - 393
(1) Approving Amendment #4 to the Memorandum of Understanding Between the City of St. Helena and the Police Officers' Association (POA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and
(2) Approving the Memorandum of Understanding Between the City of St. Helena and the St. Helena Employees Association (SHEA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and
(3) Approving Amendment #1 to the Memorandum of Understanding Between the City of St. Helena and the St. Helena Professional Firefighters Association (SHPFA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and
(4) Approving Amendment #12 to the Unrepresented Compensation Program for a One-year period Commencing on July 1, 2025 and expiring on June 30, 2026; and
(5) Adopting and Approving the Publicly Available Pay Schedules in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the Police Officers' Association (POA), St. Helena Employees Association (SHEA), Unrepresented Compensation Program, and certain Part-time Classifications.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:
Staff recommends approval of the attached resolution.

Staff Report - MOU and Salary Schedule Approval - Pdf
Public Comment .St Helena Employees Association

9.11. Consideration and Proposed Approval of a Resolution Rescinding Resolution No. 2019-109 and Adopting the Amended Investment Policy P-FI-0002 for the City of St. Helena. 395 - 423

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

Staff Report - Investment Policy Update - Pdf

9.12. Consideration and Proposed Approval of a Resolution Extending the Waiving of Sign Fees for Businesses. 425 - 431

CEQA Determination: Not a CEQA project
Prepared By: Jackie Oneal, Senior Planner
Recommendation:
Staff recommends the City Council approve the attached resolution.

Staff Report - Consideration and Proposed Approval of a Resolution Extending the Waiving of Sign Fees for Businesses - Pdf

9.13. Adoption and second reading of an Ordinance approving an amendment the Zoning Map to rezone the property at 1030 Fulton Lane from Service Commercial (SC) to Twenty-Acre Agriculture (A-20) to accommodate the future construction of a single-family home. 433 - 443

CEQA Determination: Exempt
Prepared By: Jackie Oneal, Senior Planner
Recommendation:
Adoption by title only and waive the second reading of the proposed Ordinance to:

1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are in compliance with the California Environmental Quality Act pursuant to Section 15303, Class 3; and
2. Adopt the attached resolution approving General Plan Amendment 2025-001 to update General Plan Figure 2.1 to change the General Plan land use designation of the property located at 1030 Fulton Lane from Service Commercial to Agriculture; and
3. Introduce and waive first reading of the attached Ordinance for Zoning Map Amendment ZMA 2025-001 to rezone the property located at 1030 Fulton Lane from Service Commercial to Twenty-Acre Agriculture and incorporate these changes into the General Plan and Zoning Maps.

Staff Report - Adoption and second reading of an Ordinance approving a Zoning Map Amendment for the parcel located at 1030 Fulton Lane -

Pdf

9.14. Consideration and adoption of a Resolution: (1) Awarding the R25-79 Pavement Restoration Project to JD General Engineering Corp in the amount of $1,420,640; (2) Authorizing the City Manager to execute the Construction Contract with JD General Engineering Corp; (3) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% of the contract amount; (4) Allocating a Portion of the Contract Work and Funding to Project R19-05 (Crane Portion) to Achieve Cost Savings; (5) Determining the Project to be Exempt from the Requirements of the California Environmental Quality Act (CEQA); (6) Requesting a budget increase for project R19-05 of $324,539; and (7) Requesting budget amendments to properly account for purchases in the Operating Budget. 445 - 453

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

Staff Report - R25-79 Pavement Restoration Project - Contract Award - Pdf

9.15. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 4 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of $486,900 with HydroScience Engineers for services to fulfill CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of $2,507,296 and approve updated budget for CIP Project S-52 reallocating funds from FY2025-26 GO Bond Funds to FY2024-25. 455 - 469

CEQA Determination: Not a CEQA project
Prepared By: Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Approval of Amendment No. 4 and updated CIP Budget.

Staff Report - Pdf

9.16. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement STH Contract: FY20204-091 in the amount of $18,700 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 $63,000. 471 - 478

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 Amendment No. 2 to the existing contract with Oscar Larson & Associates for an additional $18,700 for the Water Tank #2 Rehabilitation (W-101) for a total not-to-exceed $63,000.

Staff Report - Oscar Larson & Associates Amendment No. 2 for Tank 2 Rehab project - Pdf

9.17. Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Oscar Larson & Associates, in an amount not-to-exceed $123,800 for Capital Improvement Project W24-02 Napa Intertie Pump Station (Rutherford) Replacement. 479 - 523

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: Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with Oscar Larson & Associates for a not-to-exceed amount of $123,800 for CIP Project W24-02 Napa Intertie Pump Station (Rutherford) Replacement.

Staff Report - PSA with Oscar Larson & Associates for W24-02 - Pdf
Resolution Oscar Larson W24-02 v1
PSA Oscar Larson W24-02
CIP Page W24-02

10. PUBLIC HEARINGS

Estimated start time: 6:30 p.m.

10.1. Approval of a Resolution adopting new Planning Fees in response to new planning application types. 525 - 547

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Finance Manager, Maya DeRosa, Community Development Director
Recommendation:
Staff recommends approval of the attached resolution adopting the new planning application fees, which will take effect on September 1, 2025.

Staff Report - Approval of New Planning Fees - Pdf
Presentation

10.2. Introduction and Waive of First Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills 549 - 564

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Finance Manager
Recommendation:
Adoption by title only and waive the first reading of the proposed Ordinance amending Sections 13.04.100 and 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code regarding procedures for delinquent water bills and provisions for the disconnection of water service, and procedures for handling delinquent sewer accounts.

Staff Report - Update on Utility Billing Penalties - Pdf

Public Comment.Christopher Warner

11. NEW BUSINESS

Estimated start time: 7:15 p.m.

11.1. Discussion and Direction Regarding the Use of Modular Housing Units at the Water and Wastewater Treatment Plants for Staff Housing. 565 - 583

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Deputy City Manager
Recommendation:
Staff recommends that the City Council discuss and provide direction regarding the installation of modular, premanufactured housing units at the Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) to support the recruitment and retention of staff and use Water/Wastewater Enterprise Funds for this purpose.

Staff Report - Pdf
Presentation

11.2. Appeal of utility bill by Dene Properties LLC 585 - 601

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Finance Manager
Recommendation:
Staff is seeking direction from City Council regarding the appeal. A single resolution with 3 options has been provided for Council consideration/direction: (1) Deny the appeal; OR (2) Grant appeal for full refund; OR (3) Grant appeal for partial refund.

Staff Report - Dene Properties LLC Utility Bill Appeal - Pdf
Presentation

11.3. Review and discussion of the proposed temporary street closures and operation of mobile food vendors for the 2025 St. Helena Porchfest on Sunday, September 28, 2025. 603 - 746

CEQA Determination: Not a CEQA project
Prepared By: Dave Jahns, Director of Community Services, Rebecca White, Administrative Assistant
Recommendation:
Review the event proposal and provide feedback and direction to staff. Based on feedback and direction received, Staff anticipates bringing forward a formal request for approval or denial of the road closure requests at the July 22, 2025, City Council meeting.

Staff Report - 2025 St. Helena Porchfest - Pdf
Presentation
Public Comment.Rachel Williams
Public Comment.Ralf Lindner
Public Comment.Renee Rolke
Public Comment.Rico Luna
Public Comment.Robert Monaghan
Public Comment.Ruben Mendez

Public Comment.Shannon Eworonsky
Public Comment.Stan Knight
Public Comment.Susan Arthur
Public Comment. Colleen Gillaspy
Public Comment. Darlene Walsh
Public Comment.Alan Galbraith
Public Comment.Alan Galbraith2
Public Comment.Alexandra Meraud
Public Comment.Allison Miller
Public Comment.Amy Carraba-Salazar
Public Comment.Annie Schaefer
Public Comment.Christopher Regalado
Public Comment.Cindy Collins
Public Comment.Dennis VanKeuren
Public Comment.Desirae Luna
Public Comment.Eduardo Gutierrez
Public Comment.Elaine Honig
Public Comment.Lara Fielding
Public Comment.Forrest Hill
Public Comment.George and Kathleen Myers
Public Comment.Glenn Price
Public Comment.Jerry v Gastelum
Public Comment.Kim Phinney
11.3 Public Comment.Kim Phinney attachment
Public Comment.Lorraine (DeeDee) Greeni
Public Comment.Luis Hurtado
Public Comment.Luis Segura
Public Comment.Marisa Nokes
Public Comment.Mary Wilson
Public Comment.Oscar De Haro
Public Comment.Leslie Wilks
Public Comment.Graham Jones
Public Comment.Sarah Price
Public Comment.Sheila Kay Franks
Public Comment.Chris Price
Public Comment.Leslie Stanton
Public Comment.Mila Holt
Public Comment.Chris Myers
Public Comment.Mariam Hansen
Public Comment.Bernadette Fay
Public Comment.Jeff Farmer
Public Comment.Olivia Dodd

11.4. Approval of a resolution appointing applicants to the Active Transportation & Sustainability Committee, Parks and Recreation Commission, Library Board of Trustees and consider leaving the recruitment open for the unfilled terms of office until filled. 747 - 750

CEQA Determination: Not a CEQA project
Prepared By: Erika Opp, Administrative Analyst

Recommendation:
Staff recommends adopting a resolution appointing applicants to the following committees:

Active Transportation Sustainability Committee

Library Board of Trustees

Parks & Recreation Committee

Staff Report - Resolution appointing applicants to various boards, commissions and committees - Pdf

12. CITY COUNCIL REPORTS:

12.1. 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. Napa County Local Agency Formation Commission (LAFCO)

H. Napa Valley Transportation Authority (NVTA)

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

J. Upper Valley Waste Management Agency

K. Napa County Groundwater Sustainability Plan Advisory Committee

L. Napa County Regional Climate Action Committee

M. Council Ad Hoc and Standing Committee Reports

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for July 22, 2025 at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on June 19, 2025.

Erika Opp, Administrative Analyst

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

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

From:	Bucky Swisher
To:	City Clerk; Paul Dohring; Michelle Deasy; Aaron Barak; Kate Spadarotto; Billy Summers
Subject:	[External] To the Saint Helena City Council, Regarding the Property Adjacent to Lyman Park I"m writing to ask that the city not sell the property next to Lyman Park. This site is a valuable asset that should remain in public hands and be utilized for ...
Date:	Sunday, June 22, 2025 1:04:47 PM

To the Saint Helena City Council,
Regarding the Property Adjacent to Lyman Park

I'm writing to ask that the city not sell the property next to Lyman Park. This site is a valuable asset that should remain in public hands and be utilized for the benefit of the entire community.
Ideally, I think the property should be restored to its original purpose as a City Hall and Police Department. However, if that isn't financially feasible, I urge the Council to consider alternative community-oriented purposes. Such uses would uphold and enhance the town's unique character and serve the community, whereas a luxury development would only degrade it.

Thank you for your consideration.

Bucky Swisher

2300 Barnett Rd
Pope Valley
94567

From: LuLii
To: Public Comment
Subject: [External] Lyman Park/City Hall
Date: Sunday, June 22, 2025 7:20:54 PM

Hello,
please pass onto city council.

Hello Council,
My Grandfather and Great Grandmother donated Lyman Park to the city of SH.
Our concerns on the decision to sell the city hall building next door are to prioritize the health of the park as much a possible. Shade, tree roots etc.
My personal opinion is that if we sell that property the money would be spent fairly quickly and the city will have given a top prime location on main street that in 20-50 yrs from now the city may regret as it will be out of city hands. The particular location is different from all the others as it is in a prime location of our town and hooked right along side a beautiful park, there are so many options if we are creative.
Hopefully a conclusion can come not to sell it, rather make into something the city can make a profit from. The recent Star article written by Scott Andersen was well written in my opinion.
Regarding the park itself, regardless of the future happenings please hire an arborist and specialist that can determine keeping the park at its healthiest state and obviously making sure anything even close to the property line is inspected fully.
If you would like more information please let me know. I sent Michelle Deasy some of my more detailed thoughts if needed.
Thanks so much,
Lulii V. Lyman

Parks & Recreation Commission Annual Report

Tuesday 24th June

John Thompson, Commissioner

Commissioners

Doug Boeschen – Chair

Jim Anderson – Vice Chair

Courtney Andrain

Stephanie Smithers

John Thompson

Henry Ray – Youth Advisory Member

Commissioner Role

We serve as an **advisory voice** for the community, helping shape the vision and policies for public parks, recreational programs, and facilities.

- **Advise city leadership** – Development, maintenance, and improvement of parks and recreation services.
- **Review and recommend** - Policies, budgets, and programming to ensure they meet the needs of residents.
- **Engage the public –** Seek community input and encouraging participation in recreational opportunities.
- **Promote collaboration** – City, residents and local organizations to enhance recreational offerings and preserve green spaces

Priorities

1. Community Engagement & Recreation Programs
2. Strategic Support for Parks & Recreation Management
3. Commissioner Subcommittee Projects

Initiatives

- **Equitable Recreation**: Expanding outreach programs for Latino residents – Community Soccer Night, Spanish Film Series
- **Parks as inclusive community hubs:** Sports, events and gathering spaces (pickleball, kids soccer and baseball, bocce adult leagues).
- **Fiscal responsibility**: Adopting “Less is more” approach to balancing upgrades with budget constraints.
- **Public Works collaboration**: Prioritizing maintenance efforts for efficiency and reduced costs.
- **Future goals**: Enhancing trails and open space accessibility, improving overall infrastructure cost effectively and encouraging public participation in commission meetings and decision-making.

Thank You!

Questions?

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposed Adoption of a Resolution Adopting a List of Projects for Fiscal Year 2025-26 funded by SB1: The Road Repair and Accountability Act of 2017.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve the Fiscal Year 2025-26 project list funded by SB1: The Road Repair and Accountability Act of 2017.
FINANCIAL IMPACT:	There is no additional financial impact with the adoption of the resolution approving the RMRA Project List for FY 2025-26.

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. A percentage of Road Maintenance and Rehabilitation Account (RMRA) account funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of RMRA funds in FY2025-26, the City is required to submit to the California Transportation Commission a list of projects to be made eligible to receive RMRA funds in FY2025-26 by July 1, 2025. The list of projects proposed to be funded with these funds shall include:

- A description of the project;
- The location of each proposed project;
- A proposed schedule for the project's completion; and
- The estimated useful life of the improvement.

DISCUSSION:

The City must adopt by resolution a list of projects to be made eligible to receive fiscal year funding from the RMRA. This is the sixth year in which the City is receiving SB 1

funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1. The City is recommending continuing the Downtown Sidewalk and Pedestrian Project and the Napa Valley Vine Trail: Gap Closure Yountville to St. Helena Project on the FY 2025-26 project list.

The recommended action to adopt the project list will ensure the City continues to receive SB 1 revenues. The SB 1 funds do carryover from year to year and any unused funds can be spent on other City funded projects in accordance with local needs and priorities so long as the projects are consistent with SB 1 and adopted by City Council.

Staff recommends that City Council approve the SB 1 street project list for FY 2025-26 in order to meet the July 1, 2025 deadline.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

DOCUMENTS ATTACHMENTS:

Resolution - SB 1 Project List
Exhibit A - SB1 Project List V2

CITY OF ST. HELENA

RESOLUTION NO. 2025-

ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025/26 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

RECITALS

A. Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

B. SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

C. The City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

D. The City, will receive an estimated $132,300 in RMRA funding in Fiscal Year 2025- 26 from SB 1; and

E. This is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

F. The City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

G. The funding from SB 1 will help the City maintain and rehabilitate streets, roads, bridges, add active transportation infrastructure throughout the City this year and similar projects into the future; and

H. The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will

help the City increase the overall quality of our road system and over the next decade will bring our streets and roads into a good to excellent condition; and

I. The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide; and

J. The project is exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities.

RESOLUTION

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

1. The foregoing recitals are true and correct; and
2. The following list of proposed projects in Exhibit “A” will be funded in-part or solely with fiscal year 2025/26 Road Maintenance and Rehabilitation Account revenues.

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Paul Dohring: _____
Vice Mayor Deasy: _____
Councilmember Barak: _____
Councilmember Spadarotto: _____
Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Erika Opp, Acting City Clerk

Project Details

Title	Description	Location	Component	Priority Status	Est. Schedule		Useful Life		Assem	Senate
					Start	Complete	Min	Max		
Downtown Sidewalk and Pedestrian Project - Phase I / Phase II	This project will include: Project includes design and construction of the downtown sidewalk and pedestrian improvement project. Improvements include replacing sidewalks, curb ramps, bulb outs, landscape and utilites. | Project has been delayed due to the pandemic, staffing vacancies, and funding requirements	Main Street (Highway 29) from Mitchell Drive to Pine Street	Pre-Construction	Carried Over 23/24	25-Aug	26-Mar	15	30	4	3
Napa Valley Vine Trail: Yountville to St. Helena	This project will include: Cost Estimating, Preliminary Design | Project will include design and construction of the Napa Valley Vine Trail. Improvements include the installation of pedestrian and bicycle facilities through the City of St. Helena corridor.	Main Street, Oak Avenue, and Railroad Avenue in City of St. Helena.	Pre-Construction	Carried Over 23/24	26-Jan	27-Jan	15	30	4	3
R25-79 Pavement Restoration Project	This project will include: Pavement restoration, ADA curb ramps, striping, complete streets.	S Crane Avenue, Signorelli	Construction	New	Jul-25	Dec-25	15	30	4	3
R24-02 Oak Avenue Rehabiliation	This project will include: Pavement restoration, ADA curb ramps, striping, complete streets.	Oak Avenue from Madron Avenue to Mitchell Drive	Construction	New	Jan-26	Dec-26	15	30	4	3

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	June 24, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of a Resolution Establishing Appropriation Limits for Fiscal Year 2025-26 and the Selection of Current Year Adjustment Factors.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to set the FY 2025-26 appropriation limit per California State law requirements.
FINANCIAL IMPACT:	There is not financial impact since the Appropriation Limit is higher than the Appropriations subject to Limit for Fiscal Year 2025-26.

BACKGROUND:

State law requires the City to set an appropriation limit after adoption of the annual budget. This limit is commonly known as the "Gann Limit." The limit is based on appropriations (formal authorization by the City Council to spend funds) only from proceeds of taxes, as defined by the law and statewide reporting guidelines. The appropriation limit amount is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors are allowed to be used in combination to provide the greatest increase or least decrease in the annual appropriation limit.

In November 1979, the people of California added Article XIII-B to the State Constitution, which placed limitations on the appropriations of State and local governments. In June 1990, the people approved Proposition 111, which, among other things, amended the Article XIII-B. The amendment created a new base year of FY 1986-87, allowed annual increases based on the city or county population growth and assessed valuation growth of non-residential property, provides for exclusion of capital expenditures over $100,000, and requires an annual independent auditor review of the calculations. Statewide reporting guidelines were developed to define and implement the changes and establish the annual audit requirements.

The City's appropriation limit and the appropriations subject to the limit are calculated based on the statewide reporting guidelines and are reviewed by the independent auditor for compliance with the State law and guidelines. The appropriations limit has

increased significantly since 1987 by applying the higher of county or city population growth rates and the percentage of non-residential assessed valuation growth. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION:
The appropriations limit for FY 2025-26 is $70,215,004. This increased from the prior year by an increase in the Statewide Per Capita Personal Income of 6.44% in combination with the 1.13% decrease in City population growth rate for a cumulative compound change factor of 1.0630(1.0644 x 0.9987).

The FY 2025-26 appropriations of $17,156,889 is the portion funded from proceeds of taxes that are subject to the limit. This amount is $53,058,115 or 75.57% under the appropriation limit.

The FY 2025-26 GANN Limit Calculation Sheets and supporting documents are included as Attachment A and Attachment B.

ENVIRONMENTAL REVIEW:
None.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

Resolution - 2025-26 GANN Limit
Attachment A - GANN Limit Calculations FY 2026
Attachment B - Price Factor and Population Information FY2026

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution of the City Council of the City of St. Helena Approving the Appropriation Limit for Fiscal Year 2025-26 and the Selection of Current Year Adjustment Factors.

RECITALS

A. The people of California on November 6, 1979 added Article XIII-B to the State Constitution placing various limitations on the appropriations of the State and local governments; and

B. The State Legislature adopted Chapters 1205 and 1342 of the 1980 Statutes which implemented Article XIII-B; and

C. The people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and

D. The provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to recalculate the appropriations limit; and

E. This Government Code provides the process in which to calculate the appropriation limit and requires cities to adopt a resolution setting the annual appropriation limit; and

F. The City of St. Helena has complied with the provisions of Article XIII-B in determining the appropriations limit for Fiscal Year 2025-26.

RESOLUTION

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

1. The annual adjustment factors used to calculate the FY 2025-26 appropriations limit shall be the change in statewide per capita personal income percentage of 6.44% and the change in City population growth rate of -0.13%; and

2. The FY 2025-26 appropriation limit shall be $70,215,004; and

3. The City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Erika Opp, Acting City Clerk

ATTACHMENT A

CITY OF ST. HELENA
APPROPRIATIONS LIMITATION SUMMARY
Fiscal Year 2025-26

PROCEEDS OF TAXES	$	17,156,889
EXCLUSIONS	$	-
APPROPRIATIONS SUBJECT TO LIMITATION	$	17,156,889
CURRENT YEAR LIMIT	$	70,215,004
OVER (UNDER) LIMIT	$	(53,058,115)
AVAILABLE CAPACITY AS A % OF LIMIT		75.57%

In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIIIB of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.

In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.

The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2025-26

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2025-2026 estimated revenues		$	20,771,957
Less:			
Nonproceeds of tax		$	(3,615,068)
Plus:			
User fees in excess of costs		$	-
Total appropriations subject to limit:		$	17,156,889

APPROPRIATION LIMIT

Fiscal year 2024-2025 appropriation limit:		$	66,052,614
A. Cost of living adjustment [1]	1.0644		
B. Population adjustment [2]	0.9987		
Change Factor (A x B)	1.0630		
Increase in appropriation limit		$	4,162,390
FISCAL YEAR 2025-2026 APPROPRIATION LIMIT		$	70,215,004
REMAINING APPROPRIATION CAPACITY		$	53,058,115
AVAILABLE CAPACITY AS A PERCENT OF LIMIT			75.57%

[1] Based on percentage change in California per capita income.
[2] Based on annual population change for St. Helena.

CITY OF ST. HELENA
Spending Limit Calculation
Fiscal Year 2025-26

REVENUE SOURCE	PROCEEDS OF TAX	NON-PROCEEDS OF TAX	TOTAL
Property tax	6,143,732		6,143,732
Retail sales/use tax	5,288,595		5,288,595
Transient occupancy tax	4,175,069		4,175,069
Business license tax	180,350		180,350
Real property transfer tax	155,000		155,000
Motor vehicle in-lieu	1,007,652		1,007,652
Public Safety Sales Tax		86,676	86,676
Franchise Taxes		611,753	611,753
Charges for Services		791,943	791,943
Other Revenues		2,081,187	2,081,187
SUBTOTAL	$ 16,950,398	$ 3,571,559	$ 20,521,957
PERCENT OF TOTAL	82.60%	17.40%	100.00%
INTEREST INCOME	$ 206,491	$ 43,509	$ 250,000
TOTAL - GENERAL FUND	$ 17,156,889	$ 3,615,068	$ 20,771,957

(excludes interfund transfers & Sales Tax Set-Aside)

CITY OF ST. HELENA
Appropriation Limitation Adjustments Since 2005

BUDGET YEAR	PRICE FACTOR	POPULATION FACTOR	CHANGE FACTOR	PRIOR YEAR APPROP LIMIT	CURRENT APPROP LIMIT
2004/2005	1.0328	1.0099	1.0430	33,109,700	34,534,236
2005/2006	1.0526	1.0150	1.0684	34,534,236	36,895,998
2006/2007	1.0396	0.9119	0.9480	36,895,998	34,978,144
2007/2008	1.0460	1.0150	1.0617	34,978,144	36,586,269
2008/2009	1.0429	-1.0029	1.0400	36,586,269	38,049,720
2009/2010	1.0062	1.0114	1.0177	38,049,720	38,722,084
2010/2011	0.9746	1.0069	0.9813	38,722,084	37,998,939
2011/2012	0.9749	1.0069	0.9816	37,998,939	37,300,777
2012/2013	1.0377	1.0068	1.0448	37,300,777	38,970,224
2013/2014	1.0512	1.0029	1.0542	38,970,224	41,084,299
2014/2015	0.9977	1.0124	1.0101	41,084,299	41,498,079
2015/2016	1.0382	1.0209	1.0599	41,498,079	43,983,746
2016/2017	1.0537	1.0123	1.0667	43,983,746	46,915,725
2017/2018	1.0369	1.0025	1.0395	46,915,725	48,768,533
2018/2019	1.0367	1.0059	1.0428	48,768,533	50,856,632
2019/2020	1.0385	1.0023	1.0409	50,856,632	52,936,086
2020/2021	1.0373	0.9954	1.0325	52,936,086	54,658,013
2021/2022	1.0573	0.9961	1.0532	54,658,013	57,564,537
2022/2023	1.0755	0.9848	1.0592	57,564,537	60,969,617
2023/2024	1.0444	0.9954	1.0396	60,969,617	63,383,756
2024/2025	1.0362	1.0057	1.0421	63,383,756	66,052,614
2025/2026	1.0644	0.9987	1.0630	66,052,614	70,215,004

ATTACHMENT B

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

May 2025

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: 1.0644 x 1.0028 = 1.0674

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
American Canyon City	Napa	2.94	21,757	22,396	22,396
Calistoga City	Napa	-0.41	5,181	5,160	5,160
Napa City	Napa	0.28	77,520	77,736	77,736
St Helena City	Napa	-0.13	5,356	5,349	5,349
Yountville City	Napa	-0.54	2,056	2,045	2,638
Balance of County	Napa	-0.30	21,840	21,775	22,845
Incorporated	Napa	0.73	111,870	112,686	113,279
County Total	Napa	0.56	133,710	134,461	136,124

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase 1 Project.
RECOMMENDED ACTION:	Approve the Resolution.
PREVIOUS COUNCIL ACTION:	On August 8, 2023, City Council awarded the contract to APS Environmental for the S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase 1 Project.
STATEMENT OF THE PURPOSE:	Direct the filing of the Notice of Completion for the S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase 1 Project.
FINANCIAL IMPACT:	See summary below.

BACKGROUND:

The Integrated Utility Master Plan (IUMP) is a comprehensive engineering report detailing the City's water, sanitary sewer and storm water utility infrastructure. The IUMP provides in-depth analysis of the existing network and provides the strategy to develop a more sustainable and resilient utility infrastructure. The IUMP outlines a workplan composed of numerous projects that have been identified to address deficiencies and increase resilience. The S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase 1 Project was developed in accordance with the IUMP, and is a foundational component of the strategy to address the City's sanitary sewer infrastructure needs.

The project was comprised of two components. First, 400 manholes and 115,000 linear feet of sewer pipeline are thoroughly cleaned to dislodge and remove sediment and debris. Second, robotic cameras were deployed to inspect and document the condition of sanitary sewer manholes and mainlines. The documentation will be analyzed and used to identify needed repairs and to scope future rehabilitation projects.

On June 19, 2023, a *Notice Inviting Bids* was posted to the City's website and area contractor exchanges. On July 20, 2023 six bids were received and opened publicly. APS Environmental of North Highlands was found to be the lowest responsible and responsive bidder with a base bid of $318,700. On August 8, 2023 City Council awarded the contract to APS Environmental for the S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase I Project.

DISCUSSION:
The project occurred in Spring of 2024, during which the entirety of the City's sewer system was cleaned, inspected and video recorded. The data was transferred to the City in the form of inspection reports, videos and GIS data. The data is used to analyze, strategize and prioritize sewer repair and replacement projects, the first replacement project will begin in the fall of 2025.

Expenditure Summary - S24-01 Sewer Inspection Project

Expenditures	Award	Actual
Original Contract Items	$318,700	$318,700
Contingency	$47,805	$31,123
Total	**$366,505**	**$349,822**

APS Environmental's final construction contract amount is $349,822, including the release of the retention. Upon approval of the resolution accepting the completion of the project, staff will file the appropriate notifications with the County and closeout the project.

ENVIRONMENTAL REVIEW: This action is not considered a project under CEQA.

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:

CIP S24-01
S24-01 NOC Resolution

Closed-Circuit Television (CCTV) Inspection Program, Phase I

Project No: S24-01

Category Wastewater

Project Location: Citywide

Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 773-5059-

STATUS: Completed

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
The Closed-Circuit Television (CCTV) Inspection Program - Phase I is a citywide wastewater infrastructure evaluation initiative. The project involves the CCTV inspection of approximately 63,000 linear feet of gravity sewer mains in order to: identify pipes in poor condition and those contributing to excessive inflow and infiltration(I/I), assign defect ratings to prioritize repair or replacement needs, differentiate high-priority segments (e.g., pipes near water bodies) from lower-priority segments, and develop a data-driven CIP for future rehabilitation and replacement projects. This project supports long-term asset management and system reliability.

PROJECT NOTES:
•FY24 - Project funded through GO Bond Tranche 1.
- Funding added to project scope and executed a contract for full-system CCTV inspection services per Resolution 2023-99, adopted August 8, 2023.
•FY25 - Project acceptance anticipated in FY25 Q3, following completion of inspection and reporting.
-NOC being presented to City Council June 24, 2025.
•FY26 - anticipate completion of remaining trunk line CCTV during FY25Q4.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design	318,700							318,700
3170 - Contingency	31,123							31,123
EXPENDITURE TOTALS	349,823							349,823
FUNDING SOURCES								
421-Go Bonds	349,823							349,823
FUNDING TOTALS	349,823							349,823

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION ACCEPTING THE WORK AND DIRECTING THE FILING OF THE NOTICE OF COMPLETION FOR THE S24-01 CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION PROGRAM, PHASE 1 PROJECT.

RECITALS

A. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 public Works Projects; Section 3.04.220 on June 19, 2023 a notice inviting bids was posted; and

B. On July 20, 2023 six (6) bids were received and opened in accordance with applicable law; and

C. The lowest responsive and responsible bidder for the Project was APS Environmental of North Highlands in the amount of $318,700; and

D. On August 8, 2023 City Council awarded the S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase I Project to APS Environmental in the amount of $318,700, authorized the City Manager to execute a construction contract in the amount of $318,000 with APS Environmental for S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase I Project, and authorized the Director of Public Works to approve change orders not-to-exceed 15% of the contract amount; and

E. The final construction contract amount is $349,822; and

F. The project has been inspected and APS Environmental has completed the work in accordance with the contract documents for the project; and

G. If no liens or claims have been filled within 35 days of filing the Notice of Completion, the retained payment funds, and any amount due will be released to APS Environmental.

RESOLUTION

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

1. The contract entitled S24-01 Closed-Circuit Television (CCTV) Inspection Program, Phase I Project, with the final project construction costs of $349,822 is accepted as complete; and

2. The Public Works Director/City Engineer is authorized to release retention and prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder; and

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Erika Opp, Acting City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration of a resolution approving (1) a temporary closure of Tainter Street between Kearney Street and Oak Avenue on Sunday, July 20, 2025, from 6:00 a.m. to 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages and the operation of mobile food vendors on this public street for the Guelaguetza St. Helena 2025 event scheduled for Sunday, July 20, 2025, from approximately 11:00 a.m. to 6:00 p.m.
RECOMMENDED ACTION:	Approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorize the temporary closure of Tainter Street for the Guelaguetza St. Helena 2025 event and allow the possession of open alcoholic beverages and the operation of mobile food vendors on the closed portion of the public street.
FINANCIAL IMPACT:	None.

BACKGROUND:

Ballet Folklorico "El Valle" de St. Helena is a 501(c) (3) nonprofit community organization that was founded in 2010 and is dedicated to preserving and promoting the rich traditions of Mexican Folklore through dance. In honor of the organization's 15-year anniversary, the organization is hosting Guelaguetza St. Helena 2025, which is a cultural festival honoring the traditions of Oaxaca and the broader Mexican heritage. The event will bring together ballet folklorico groups from around California to engage the community and highlight the significance of folkloric dance.

DISCUSSION:

Guelaguetza St. Helena 2025 is a free event open to the public. The event will require the temporary closure of Tainter Street between Kearney Street and Oak Avenue for the placement of food and alcohol vendors, as well as the safe passage of event attendees. The closure will take place from 6:00a.m. to 6:00p.m. on Sunday, July 20, 2025, with the event itself taking place from approximately 11:00a.m. to 6:00p.m.

The event organizers will be taking the lead on communicating and coordinating with all residences and businesses within a 1,000-foot radius of the of the road closure, per the

conditions of the road closure form. There will be a barricade equivalent to K-rail that will prevent errant vehicles driving through the closed portion of Tainter Street during the event.

Mobile food and alcohol vendors will operate on the closed portion of street. The event organizers are responsible for coordinating with their vendors to secure the necessary ABC licensing for the sale of alcohol.

The event organizers are aware the event will require a permit from the Police Department if amplified music is being utilized.

The event organizers will continue to coordinate and update City staff members from the Police and Public Works Departments and follow through with any additional requirements that staff may have for the actual event.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution Authorizing (1) a Temporary Closure of Tainter Street Between Kearney Street and Oak Avenue on Sunday, July 20, 2025, from 6:00 A.M. to 6:00 P.M.; and (2) Authorizing Possession of Open Alcoholic Beverages and the Operation of Mobile Food Vendors on this Public Street for the Guelaguetza St. Helena 2025 Event Scheduled for Sunday, July 20, 2025, from Approximately 11:00 A.M. to 6:00 P.M.

RECITALS

A. Ballet Folklorico "El Valle" de St. Helena is a 501(c) (3) nonprofit community organization that is dedicated to preserving and promoting the rich traditions of Mexican Folklore through dance; and

B. Ballet Folklorico “El Valle” de St. Helena is hosting Guelaguetza St. Helena 2025, a cultural festival honoring the traditions of Oaxaca and the broader Mexican heritage which is a free event open to the public; and

C. The closure of Tainter Street between Kearney Street and Oak Avenue is required for this event for the placement of mobile food and alcohol vendors and the safe passage of event attendees; and

D. St. Helena Municipal Code Section 9.04.010 authorizes the Council, by permit, to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot; and

E. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public office or employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Guelaguetza St. Helena 2025 event outweigh the anticipated inconvenience to the neighborhood and citizens, and authorize closure of
    - Tainter Street between Kearney Street and Oak Avenue on Sunday, July 20, 2025, from 6:00a.m. to 6:00p.m.

2. Mobile food vendors are permitted to park and operate on the closed portion of Tainer Street during the event.

3. The possession of open containers of alcohol is permitted on the closed portion Tainter Street during the event.

4. Temporarily closing a portion of the subject street is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

5. The City Manager is directed to provide reasonable levels of City staff support to accomplish the closure of the street and related activities.

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Erika Opp, Acting City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	May 2025 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena publishes a monthly water report on the City website (www.cityofsthelena.gov/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 May 2025. The water produced for May 2025 is up by 6% when compared to May 2024 and is down by 29% compared to the average of May 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	May 2024 (Acre-Feet)	May 2025 (Acre-Feet)
Bell Canyon	49	11.79	22.16
Stonebridge Wells	31	33.34	22.97
Napa Water	61	48.92	54.10
Total	**141**	**94.05**	**99.23**

- Percent change from May 2024: 6%
- Percent change from average of May 2018 - 2020: -29%

Bell Canyon Reservoir

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

As of June 1, 2025, Bell Canyon Reservoir elevation was at 420.87 feet representing approximately 2,298.03 acre-feet (AF) and 96.4% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 AF 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 June 1st in 2023, 2024, and 2025.

Year	2023	2024	2025
Bell Canyon Elevation Level	421.64 Ft.	421.44 Ft.	420.87 Ft.
Acre Feet	2,356 AF	2,341 AF	2,298.03 AF
Percent Capacity	98.9%	98.22%	96.4%

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 AF, significantly above the 1,481 AF 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 May 2025, Rutherford Pump Station was producing an average of 0.56 MG/day for a total of 54.10 AF for the month.

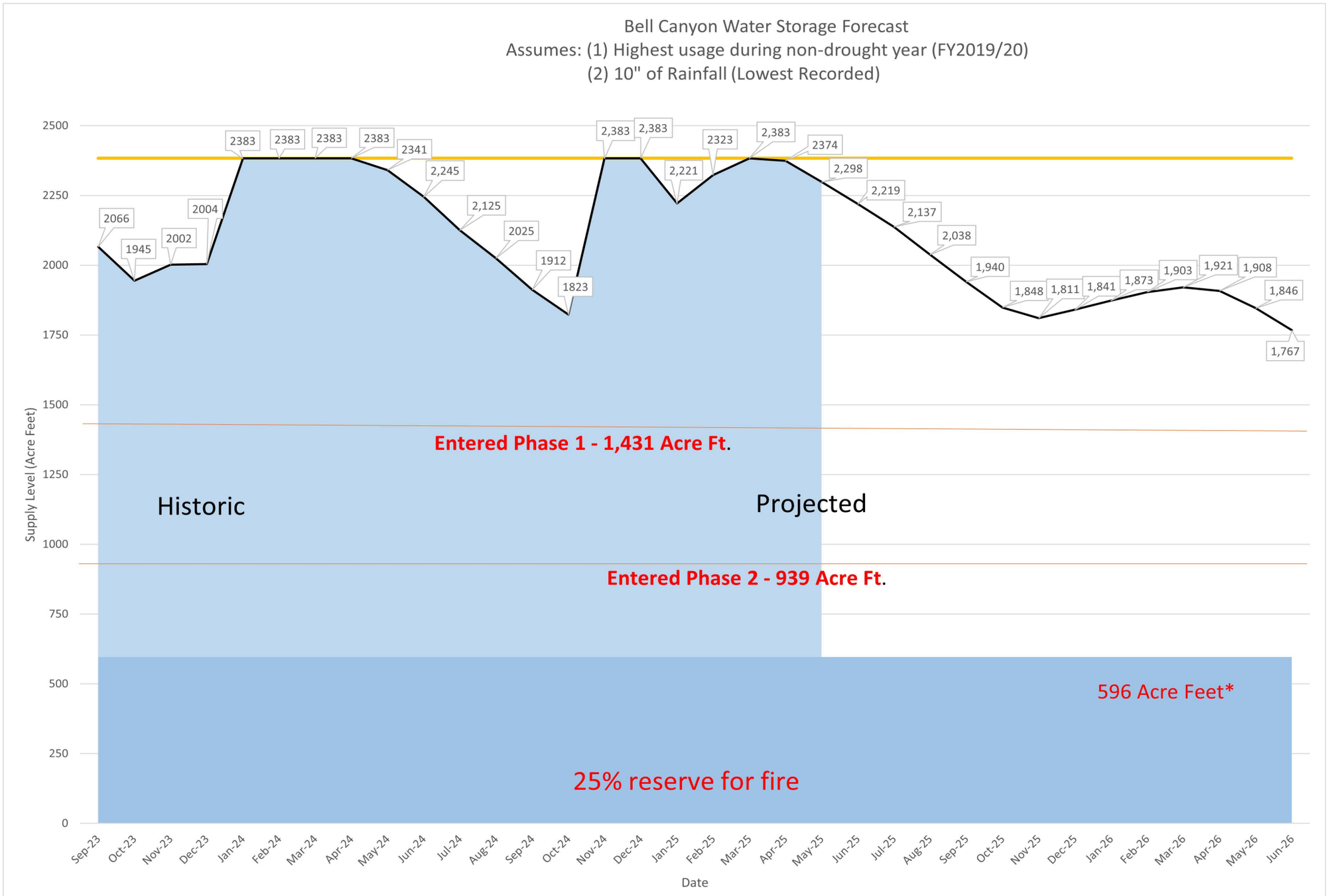
ENVIRONMENTAL REVIEW: Not Applicable.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

Attachment 2 - Bell Canyon Water Storage Forecast
Attachment 3 - Bell Canyon Reservoir Storage Phase I II
MWR May 1-31 2025


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
1823
2,383
2,383
2,221
2323
2,383
2374
2,298
2,219
2,137
2,038
1,940
1,848
1,811
1,841
1,873
1,903
1,921
1,908
1,846
1,767
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
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Mar-25
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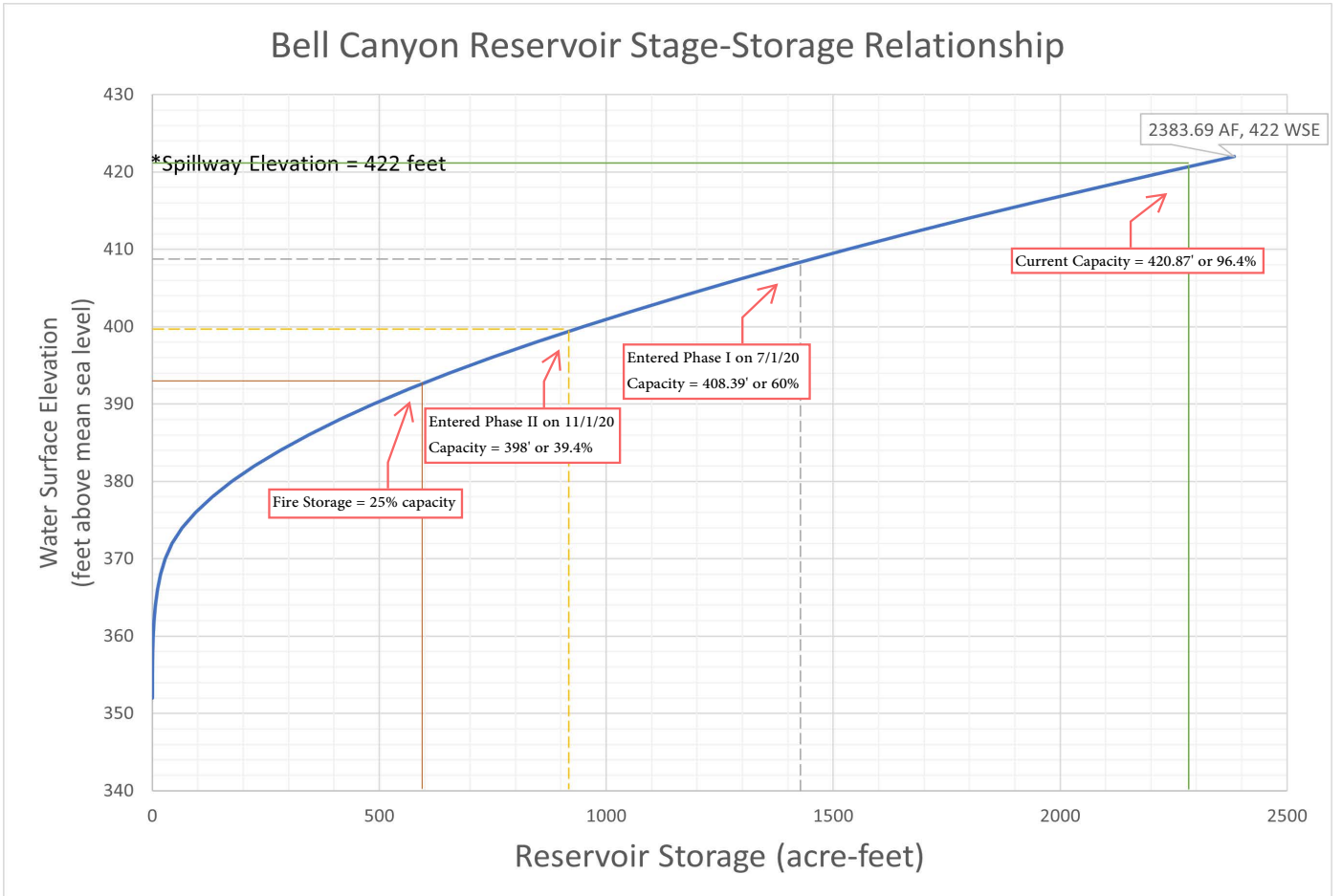
Apr-26
May-26
Jun-26


Bell Canyon Reservoir Stage-Storage Relationship
*Spillway Elevation = 422 feet
2383.69 AF, 422 WSE
Current Capacity = 420.87' or 96.4%
Entered Phase I on 7/1/20
Capacity = 408.39' or 60%
Entered Phase II on 11/1/20
Capacity = 398' or 39.4%
Fire Storage = 25% capacity
Water Surface Elevation
(feet above mean sea level)
430
420
410
400
390
380
370
360
350
340
0
500
1000
1500
2000
2500
Reservoir Storage (acre-feet)

CITY OF ST. HELENA
MONTHLY WATER REPORT

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

May 1-31, 2025

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	22.16	22.97	0.31	54.10	-0.44
AMOUNT PRODUCED in MG	7.22	7.48	0.10	17.62	-0.14
PERCENT	**22.4%**	**23.3%**		**54.8%**	-0.4%

WATER PRODUCED ~~DELIVERY~~ (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	32.32 **MG**	30.64 **MG**
MAXIMUM DAILY PRODUCED	n/a **MG**	n/a **MG**
MINIMUM DAILY PRODUCED	n/a **MG**	n/a **MG**
AVERAGE DAILY PRODUCED	1.04 **MG**	0.98 **MG**

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	275.12 **AF**	26.4%	245.25 **AF**	18.7%
	89.62 **MG**		79.89 **MG**	
NAPA WATER	475.56 **AF**	45.6%	551.58 **AF**	42.1%
	154.91 **MG**		179.67 **MG**	
STONEBRIDGE POTABLE WELLS	292.68 **AF**	28.1%	513.43 **AF**	39.2%
	95.34 **MG**		167.24 **MG**	
TOTAL WATER PRODUCED ~~DELIVERY~~ (ALL)	**1043.36 AF**	**100.0%**	**1310.26 AF**	**100.0%**

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	n/a **MG/May. 1 -31**	0.17 **MG/May. 1-31**
NAPA VALLEY COLLEGE	0.10 **MG/May. 1 -31**	0.02 **MG/May. 1-31**

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	420.87 **FT.**	421.44 **FT.**
MONTHLY RISE OR DROP	-1.01 **FT.**	-0.56 **FT.**
CAPACITY AT END OF PERIOD	2298.03 **AF**	2341.24 **AF**
PERCENT OF FULL CAPACITY	96.4 **%**	98.2 **%**
RAINFALL IN THIS PERIOD	0.00 **IN**	1.09 **IN**
TOTAL RAINFALL SEASON TO DATE	48.18 **IN**	23.43 **IN**

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	47.8-97.8	46.4-89.1
AVERAGE	72.8	67.75

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.56 MG/day during May 2025.

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

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Juan Gonzalez
SUBJECT:	Consideration of a resolution authorizing the purchase of a Bobcat 24" High-Flow Planer for a total not-to-exceed amount of $20,950 for Public Works Operations.
RECOMMENDED ACTION:	Approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Approve the purchase of a Bobcat 24" High-Flow Planer to allow operations to perform routine road restoration and resurfacing tasks.
FINANCIAL IMPACT:	The total financial impact of this purchase is $20,950 which is available in the FY24-25 budget.

BACKGROUND:

The City's streets division team routinely performs road restoration and resurfacing tasks, including full-depth milling, trenching, and pothole repair in asphalt and concrete surfaces. Traditional milling equipment has presented challenges such as limited maneuverability in tight spaces and slower debris removal. The Bobcat 24" High-Flow Planer will be an instrumental addition to our fleet due to its compact size, high precision, and ability to attach to existing equipment.

DISCUSSION:

The Bobcat 24" High-Flow Planer presents several operational advantages for our pavement maintenance activities. Its compact design and precision controls make it highly suitable for urban environments, tight work zones, and detailed milling tasks such as utility trenching. A major benefit is its effectiveness in pothole repair. The unit allows for controlled milling of deteriorated pavement, which is essential for preparing a clean, well-defined area before patching. In addition, this unit allows for spot pavement restoration in instances of utility repairs for the City's water and wastewater systems.

Staff has identified Bobcat of Santa Rosa as a Sourcewell-compliant vendor that can provide a Bobcat 24" High-Flow Planer for a total cost of $20,950, which includes delivery and taxes. Sourcewell is a cooperative purchasing program that manages solicitation requirements and offers members easy access to an established network of awarded contracts. It combines the buying power of more than 50,000 government, education, and nonprofit organizations to save agencies time and money. The City's

purchasing policy allows for purchasing through Sourcewell-compliant vendors in lieu of competitive bidding.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution
ST HELENA, CITY - 24 PLANER - NC1224346

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution Authorizing the Purchase of a Bobcat 24" High-Flow Planer from Bobcat of Santa Rosa for a Total Not-to-Exceed Amount of $20,950 for Public Works Operations.

RECITALS

A. The City's streets division team routinely performs road restoration and resurfacing tasks; and

B. Traditional milling equipment has presented challenges such as limited maneuverability in tight spaces and slower debris removal; and

C. Staff has identified a Bobcat 24" High-Flow Planer as an ideal piece of equipment to integrate into the fleet for road maintenance due to its compact size, high precision, and ability to attach to existing equipment; and

D. Bobcat of Santa Rosa has been identified as a Sourcewell-compliant vendor that can provide the Bobcat 24" High-Flow Planer for a total not-to-exceed amount of $20,950.

RESOLUTION

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

1. Authorizes the purchases of a Bobcat 24" High-Flow Planer from Bobcat of Santa Rosa for a total not-to-exceed amount of $20,950.

2. Funding is as follows:

Description	Fund	GL Account	Amount
FY 24-25 Budgeted Funds	General Fund	101-50-15-26-30	$10,475
FY 24-25 Budgeted Funds	Water Distribution	561-50-31-26-30	$5,238
FY 24-25 Budgeted Funds	Wastewater Collections	571-50-20-26-30	$5,238

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:
Council Member Barak:
Council Member Spadarotto:
Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

Bobcat

Product Quotation
Quotation Number: **NC1224346**
Quote Sent Date: **Jun 02, 2025**
Expiration Date: **Jul 02, 2025**

Your Bobcat Contact
Nolan Clark
Phone:
Email: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF ST HELENA G13259

Bobcat Dealer
Bobcat of Santa Rosa, Santa Rosa, CA
3675 SANTA ROSA AVE
SANTA ROSA, CA, 95407

Bill to
CITY OF ST HELENA 3262342
1088 COLLEGE AVE
ST HELENA, CA, 94574

Item Name	Item Number	Quantity	Price Each	Total
Planer - High Flow - 24"	7478393	1	18,759.84	18,759.84
	Total for Planer - High Flow - 24"			18,759.84
			Quote Total - USD	18,759.84
			Dealer P.D.I.	100.00
			Destination Charges	534.00
			TAX 8.25%	1,555.94
			Quote Total - USD	**20,949.78**

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:
Quotation Number:: **NC1224346** Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____

Addresses

Delivery Address_____

Billing Address (if different from ship to):_____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of:_____

Tax Exempt ID:

Federal:_____

State:_____

Expiration Date:_____

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Fire

DATE:	June 24, 2025
FROM:	John Sorensen, Fire Chief
SUBJECT:	Second reading and adoption of an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the Fire Hazard Severity Zones as recommended by CalFire and to provide authorization for fees for the inspection of properties that are sold in high or very high fire hazard severity zones.
RECOMMENDED ACTION:	Recommend that the City Council: 1. Conduct the second reading and adopt an ordinance adding Chapter 8.44 to Title 8 of the St. Helena Municipal Code adopting the fire hazard severity zones; and 2. provide authorization for fees for the inspection of properties that are sold in HIGH or VERY HIGH fire hazard severity zones.
PREVIOUS COUNCIL ACTION:	June 10, 2025 - Council heard the introduction and waived of first reading of the proposed ordinance.
STATEMENT OF THE PURPOSE:	To adopt and ordinance to designate Fire Hazard Severity Zones.
FINANCIAL IMPACT:	The future financial impact is unknown. Many staff hours will be required for inspection and code enforcement activities in the High and Very High Fire Hazard Severity Zones.

BACKGROUND:

In September 2021, Senate Bill 63 was approved by Governor Newsom. Senate Bill 63 included an act to amend California Government Code Section 51178. The amendment was effective on January 1, 2022, and directed the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones (FHSZ) based on consistent statewide criteria and the severity of the fire hazard that is expected to prevail in those areas. In addition, moderate, high, and very high FHSZs are based on fuel loading, slope, fire weather, and other relevant factors that have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

In September 2022, Assembly Bill 211 was approved by Governor Newsom. Assembly Bill 211 amended California Government Code Section 51179 and requires local agencies to designate, by ordinance, moderate, high, and very high FHSZ's within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178. It amended California Government Code Section 51179 and requires local

agencies to designate, by ordinance, moderate, high, and very high FHSZ's within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

In February 2025, the Office of the State Fire Marshal released the FHSZs in Local Responsibility Area map for review. The map is attached to this staff report and identifies moderate, high, and very high FHSZs within the City of St. Helena. The Office of the State Fire Marshal developed the Area map for review.

DISCUSSION:

Fire Hazard Severity Zones Map

The Office of the State Fire Marshal developed the recommended City of St. Helena FHSZ Map using a science-based and field-tested model that assigns a hazard score based on the factors that influence fire likelihood and fire behavior. The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. Many factors are considered, such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for an area.

California's updated FHSZ maps classify areas into Moderate, High, and Very High hazard levels based on factors like terrain, vegetation, fire history, and climate conditions. These classifications have different impacts depending on the zone classification. Below is a breakdown of what each zone means for developers and/or residents:

<u>Moderate FHSZ</u>

- Disclosure of the FHSZ classification required at time of sale

<u>High FHSZ</u>

- New construction will be required to adhere to Wildland-Urban Interface (WUI) standards of the California Building Code (effective January 1, 2026)
- Disclosure of the FHSZ classification required at the time of sale

<u>Very High FHSZ</u>

- Increased CEQA review requirements for projects
- New subdivisions in to be designed with multiple evacuation routes to ensure safe egress during a wildfire
- Subdivisions in very high FHSZ may need to include built-in fuel breaks to slow the spread of a wildfire
- Subdivisions in very high FHSZ must include provisions for defensible space, requiring vegetation clearance within a specific distance of structures
- New construction and renovations in designated zones must adhere to WUI Chapter 7-A standards of the California Building Code.
- Homeowners in very high FHSZ must maintain defensible space around their homes, requiring clearing/maintaining of vegetation within a 100-foot radius (or to the property line).
- Disclosure of the FHSZ classification required at time of sale

The FHSZ Map was created by CAL FIRE under the direction of the State Fire Marshal without the local jurisdictional input or influence. Under California Government Code Section 51179(b)(3), "A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency." In other words, local agencies are not permitted to decrease or remove areas from the CAL FIRE recommended fire hazard severity zone map, but they may designate areas as a higher hazard than what the CAL FIRE map indicates. The proposed ordinance seeks to adopt the CAL FIRE map for the City of St. Helena FHSZ without any changes.

Inspection Fees

If the City is requested or required to conduct any inspections of real property located in High or Very High-Risk Hazard Severity Zones, the City may charge a fee for such inspections. The City Council shall set and update the fee by resolution as a separate action item.

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

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

ST HELENA - Ordinance Adopting High Fire Severity Zone Map-c1 BBK
EXHIBIT A -FHSZ_City_LRA_MAP StHelena

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ADDING CHAPTER 8.44 TO TITLE 8 OF THE ST. HELENA MUNICIPAL CODE ADOPTING THE FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY CALFIRE AND TO PROVIDE AUTHORIZATION FOR FEES FOR THE INSPECTION OF PROPERTIES THAT ARE SOLD IN HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE

WHEREAS, the Legislature has declared in Government Code section 51175, subdivision (a), that: fires are extremely costly, not only to property owners and residents, but also to local agencies; fires pose a serious threat to preservation of public peace, health and safety; it is necessary for cities, counties, special districts, state agencies and federal agencies to work together to bring raging fires under control; and preventative measures are needed to ensure preservation of the public peace, health and safety; and

WHEREAS, the Legislature has declared in Government Code section 51175, subdivision (b), that prevention of fires is not a municipal affair, but instead is a matter of statewide concern; and

WHEREAS, Government Code section 51175 et seq. authorizes the California Department of Forestry and Fire Protection ("CALFIRE") to recommend Fire Hazard Severity Zones in the City of St. Helena ("City"); and

WHEREAS, pursuant to Government Code section 51179, the State Fire Marshal has published maps depicting areas designated as Moderate, High, and Very High Fire Hazard Severity Zones, has recommended that local agencies adopt these zones through local ordinance and Government Code section 51179, subdivision (a) requires the City to designate by ordinance Moderate, High, and Very High Fire Hazard Severity Zones in its jurisdiction within 120 days after receiving recommendations from CALFIRE; and

WHEREAS, the City received from CALFIRE a map titled the "City of St. Helena – Napa County Local Responsibility Area Fire Hazard Severity Zones" dated February 24, 2025 ("CALFIRE MAP"), attached hereto as Exhibit "A"; and

WHEREAS, the Fire Chief has reviewed the map and believes it accurately represents the Moderate, High, and Very High Fire Severity Zones within the City and the City desires to adopt the map; and

WHEREAS, pursuant to Government Code Section 51179, subdivision (e), CALFIRE has prepared a model ordinance that among other things, allows a fire chief to designate Moderate, High, and Very High Fire Hazard Severity Zones and requires building officials to enforce provisions of Title 24 California Code of Regulations, California Building Code, Part 2, Chapter 7A, in all Fire Hazard Severity Zones; and

WHEREAS, pursuant to Government Code section 51181, the State Fire Marshal is required to periodically review areas in the state identified as Very High Fire Hazard

Severity Zones, and, as necessary, make recommendations on revisions to said zones; and

WHEREAS, the Legislature enacted Section 1102.19 of the Civil Code requiring either, on or after July 1, 2021, any seller of any real property located in a High or Very High Risk Fire Hazard Severity Zone to provide a disclosure notice to any buyer of any real property stating the property is in compliance with a local vegetation management ordinance or for any buyer of real property to obtain said documentation when any seller of real property fails to provide the same; and

WHEREAS, Article XI, Section 7 of the California Constitution permits a City to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws, including imposing reasonable fees for services provided by the City.

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

SECTION 1. Recitals. The above recitals are true and correct and hereby incorporated into this Ordinance.

SECTION 2. Amendment. Chapter 8.44 is hereby added to the City of St. Helena Municipal Code as follows:

§ 8.44.010 Fire Hazard Severity Zones:

The City of St. Helena – Napa County Local Responsibility Area Fire Hazard Severity Zones (CALFIRE Map February 24, 2025) is hereby adopted by the City for the purposes of identifying Moderate, High, and Very High Risk Areas within the Fire Hazard Severity Zones and for application of the provisions of Chapter 7A of the California Building Code, Materials and Construction Methods for Exterior Wildfire Exposure.

§ 8.44.020 Inspection Fees for Real Properties in High or Very High Risk Hazard Severity Zone:

If the City is requested or required to conduct any inspections of real property located in High or Very High Risk Hazard Severity Zones, the City may charge a fee for such inspections. The City Council shall set and update the fee by resolution.

SECTION 3. Maps. Pursuant Section 2 of this Ordinance, the map attached as Exhibit A is hereby adopted.

SECTION 4. Posting. The City shall post a notice at the office of the Napa County Recorder, Napa County Assessor, and Napa County Planning Agency identifying the

location of the Moderate, High, and Very High Fire Hazard Severity Zones in the CALFIRE MAP adopted pursuant to this Ordinance.

SECTION 5. Transmittal. The City shall transmit a copy of this Ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

Section 7. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 8. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall publish or post the Ordinance in accordance with California Government Code section 36933.

Section 9. Effective Date. This Ordinance shall take effect thirty (30) days from and after the date of its final passage and adoption.

INTRODUCED on June 10, 2025, and **PASSED AND ADOPTED** by the City Council of the City of St. Helena on _____, 2025, by the following vote:

Mayor Dohring: ____
Councilmember Barak: ____
Councilmember Deasy: ____
Councilmember Spadarotto: ____
Councilmember Summers: ____

APPROVED:

_____
Paul Jamison Dohring, Mayor

83578.00005\43673811.1

ATTEST:

_____
Erika Opp, Deputy City Clerk
CITY OF ST. HELENA

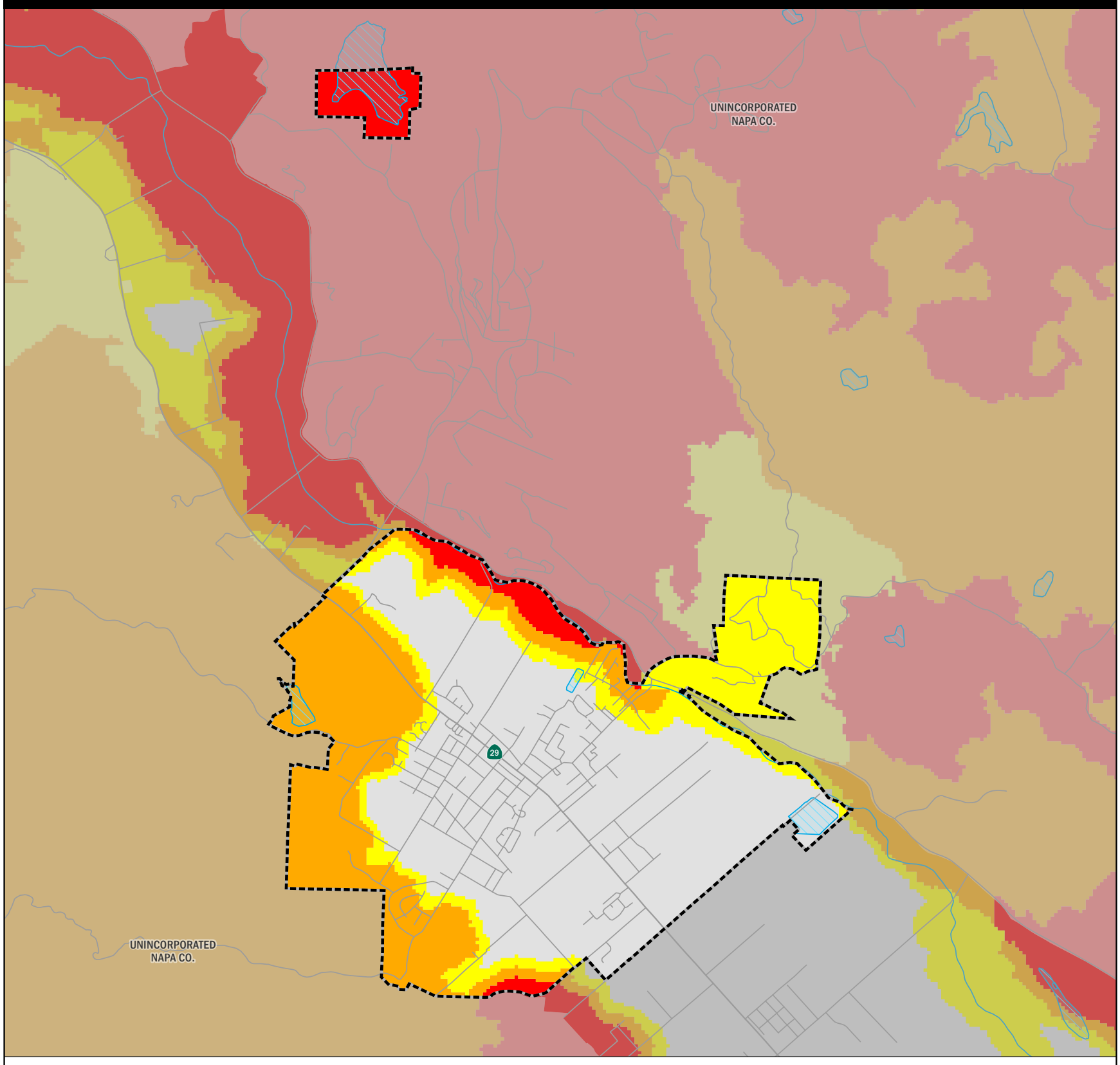
EXHIBIT A FIRE HAZARD SEVERITY ZONES

CITY OF ST. HELENA – NAPA COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

February 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate

Mi 0 1
Km 0 1 2

Projection: NAD 83 California Teale Albers
Scale: 1:36,000 at 11" x 17"

Incorporated City Waterbody

Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Approval of a resolution authorizing the purchase and installation of new perimeter security fencing at the Corporation Yard from R & S Erection of Richmond, Inc. for an amount not-to-exceed $151,580, including tax and contingency, to be funded from the FY2024/25 Public Works Administration budget.
RECOMMENDED ACTION:	Staff recommends that the City Council approve the construction contract for the purchase and installation of new perimeter security fencing at the Corporation Yard for an amount not-to-exceed $151,580, including tax and contingency, to be funded from unspent professional contracts in the Public Works Administration budget.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To contract for services to install new perimeter fencing and automatic gates at the City's Corporation yard to protect the City's assets.
FINANCIAL IMPACT:	The estimated cost is $151,580 including tax and contingency. Sufficient funds are available in the Public Works Administration Operating Budget. A budget transfer in the amount of $151,580 from 101-50-00-21-30 (Professional Contracts) to 101-50-06-26-30 (Capital Equipment) is included to properly account for this purchase. No additional appropriation is required.

BACKGROUND:

The existing perimeter fencing at the City's Corporation Yard is outdated, makeshift, and does not provide adequate security for the personnel or the critical infrastructure housed within the facility. The current fence is composed of modular chain link panels, many of which are secured by ad hoc mechanisms and sit directly on the ground without footings or permanent anchoring. The vehicle and pedestrian access points are currently closed only with chains and keyed locks, offering minimal deterrence to unauthorized access.

The Corporation Yard serves as the primary storage and staging area for essential City vehicles, equipment, and maintenance tools, including those recently authorized for purchase by the City Council such as the backhoe, crack sealer, and wastewater

collection pumps. These assets represent a significant financial investment and are vital to maintaining City operations and public safety.

DISCUSSION:
Staff proposes the replacement of approximately 460 linear feet of perimeter fencing at the Corporation Yard. The new security fencing will include:

- Powder-coated steel fencing panels, professionally installed and anchored
- Motorized vehicle access gate with remote and keypad entry
- Pedestrian man gate with digital access control via assigned passcodes for staff

Upgrading the fencing will provide a significant improvement in security and operational integrity for City-owned infrastructure. It will:

- Deter theft and vandalism of vehicles, tools, and critical infrastructure
- Enhance the safety of staff members working in or accessing the site
- Support asset management efforts by extending the lifespan of expensive equipment
- Complement other recent Council-approved investments in equipment preservation and facility improvement

The proposed upgrades align with a broader initiative to improve site conditions and proactively protect public resources. Staff reached out to 12 different vendors/contractors, primarily local organizations to attempt to procure the best and local pricing. We received three bids and after review of pricing and services, staff recommends contracting with R & S Erection of Richmond, Inc. for this service.
The total project cost is estimated as follows:

Item	Cost Estimate
Base Cost (fencing and gate system)	$127,299
Sales Tax (8.25%)	$ 10,502
Contingency (10%)	$ 13,780
Total Estimated Cost	**$151,580**

This cost will be absorbed from unspent professional contracts funding in the Public Works Administration FY 2024/25 operating budget.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution Corp Yard Fencing v2
OFFER_Est_To_Automate_Gate__new_fencing_and_automatic_slide_gate_2025_3_20
Image (25)
Image (23)
Image (24)
Image (22)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH R&S ERECTION OF RICHMOND, INC. FOR THE INSTALLATION OF PERIMETER SECURITY FENCING AT THE CORPORATION YARD IN AN AMOUNT NOT-TO-EXCEED $151,580.

RECITALS

A. The existing perimeter fencing at the City's Corporation Yard is makeshift and inadequate, offering limited security for personnel and critical infrastructure; and

B. The Corporation Yard houses essential City vehicles and equipment recently authorized for purchase, which are vital to maintaining City operations and public safety; and

C. Staff have proposed replacing approximately 460 linear feet of fencing with powder-coated steel fencing, a motorized vehicle gate, and a secure pedestrian entry system to enhance safety and operational integrity; and

D. R&S Erection of Richmond, Inc. submitted a quote and scope of work for the installation of the new security fencing for a not-to-exceed amount of $151,580, including tax and contingency; and

E. Sufficient funds are available in the FY2024-25 Public Works Administration Operating Budget, and a budget transfer will be made to Public Works Government Buildings to account for the expense.

RESOLUTION

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

1. Authorizes the City Manager to execute a contract with R&S Erection of Richmond, Inc. for the installation of perimeter security fencing at the Corporation Yard in an amount not-to-exceed $151,580; and

2. Authorizes a budget transfer in the amount of $151,580 as shown below; and

3. Funding is as follows:

Description	Fund	GL Account	Amount
Budget Decrease – Professional Contracts	101-General	101-50-00-21-30	($151,580)
Budget Increase – Capital Equipment	101-General	101-50-06-26-30	$151,580

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

R & S ERECTION OF RICHMOND, INC.
1826 Seventh Street
Richmond, California 94801
Ph: (510) 232-2062 Fax: (510) 232-8340
Cont. Lic. No. 731562

OFFER
517101

Customer Info		Job Info

City Of St. Helena
1088 College Avenue
St. Helena, CA 94574

Attn: **Juan Gonzalez**

1405 Charter Oak Avenue
Re: Est To Automate Gate
1405 Charter Oak Ave
St Helena, CA 94574

Date	Offer No	Submitted By	Reference
3/20/2025	517101	Gary Huskinson	new fencing and automatic slide gate

Description	Amounts
R&S Erection of Richmond Inc. proposes to furnish and install: (1) 125' of 6' chain link - 9ga fabric - 1-5/8 posts - 3 rows of barb (1) Make repairs to existing chain link fence - Add rails to secure gap under neath existing fence (1) 25'0" by 6'0" steel slide gate - Gate to be constructed of 2"x4" square tubing - 3/4 pickets spaced 2 1/4" apart - Powder coated black (3) 3"x3" posts - Guide, receiving and fall over - Powder coated black (2) 6" covered guide rollers (1) 50" concrete footing for installation of v-groove track and operator pad - 14" x 24" (1) Liftmaster CSL24UL slide gate operator Features: The CSL24UL is rated for gates 50 ft. long or 1,500 lbs. Includes 30ft of #41 black oxide chain and (2) 7ah batteries(MBAT) Wireless dual gate communication. 24V/DC Battery Backup System Plug-in loop detector board 5-year commercial warranty (1) Operator Stand (3) 5' monitored safety edges (1) Liftmaster wireless edge kits (2) Liftmaster wireless edge transmitters (1) Liftmaster thru beam photo eye (2) Liftmaster plug in loop detector (1) 7 day timer to keep gate held open during business hours (1) Gooseneck pedestal (1) Wireless keypad (1) Knox emergency key switch (1) Fire box	$99,495.90

(1) Free Exit Loop to open the gate from the secure side when a truck passes over (2) New reversing ground loops, to stop or reverse the gate to the open position in the event a vehicle drives over the sensing area while the gate is in the closing cycle Loops are saw cut and covered in a two part epoxy (1) 38" X 7' Transom Pedestrian Gate - 1/2 pickets - Expanded Metal Covering - Powder Coated black - 4" X 4" Posts Anchored into the Concrete (1) Overhead Transom to Match (1) Set Of Mammoth 180 Hinges (1) Keypad lever set by other All plans and permits to be completed by other Electrical to be completed by other Job is bid for prevailing wage		
R&S Erection of Richmond Inc. proposes to furnish and install: (1) run 100' of electrical to operator stand - Trenching will be 24" deep - PG&E sand will be 4" below and above conduit - operator will be on its own 115volt breaker Bid at prevailing wage	$28,713.80	OPTION
R&S Erection of Richmond Inc. proposes to furnish and install: (1) 450' of 7' tall ornamental steel spear top fencing - 3/4 pickets spaced 4" apart - Powder coated black (1) 25'0" by 6'0" steel slide gate - Gate to be constructed of 2"x4" square tubing - 3/4 pickets spaced 2 1/4" apart - Powder coated black (3) 3"x3" posts - Guide, receiving and fall over - Powder coated black (2) 6" covered guide rollers (1) 50" concrete footing for installation of v-groove track and operator pad - 14" x 24" (1) Liftmaster CSL24UL slide gate operator Features: The CSL24UL is rated for gates 50 ft. long or 1,500 lbs. Includes 30ft of #41 black oxide chain and (2) 7ah batteries(MBAT) Wireless dual gate communication. 24V/DC Battery Backup System Plug-in loop detector board 5-year commercial warranty (1) Operator Stand (3) 5' monitored safety edges (1) Liftmaster wireless edge kits (2) Liftmaster wireless edge transmitters (1) Liftmaster thru beam photo eye (2) Liftmaster plug in loop detector (1) 7 day timer to keep gate held open during business hours (1) Gooseneck pedestal (1) Wireless keypad (1) Knox emergency key switch	$127,298.08	ALTERNATE

(1) Fire box

(1) Free Exit Loop to open the gate from the secure side when a truck passes over
(2) New reversing ground loops, to stop or reverse the gate to the open position in the event a vehicle drives over the sensing area while the gate is in the closing cycle
Loops are saw cut and covered in a two part epoxy

(1) 38" X 7' Transom Pedestrian Gate
- 1/2 pickets
- Expanded Metal Covering
- Powder Coated black
- 4" X 4" Posts Anchored into the Concrete
(1) Overhead Transom to Match
(1) Set Of Mammoth 180 Hinges
(1) Keypad lever set by other

All plans and permits to be completed by other
Electrical to be completed by other

Job is bid for prevailing wage

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
3/20/2025	25% Deposit, 75% Completion	30 Days	4/19/2025	$99,495.90

Submitted By	Phone No	Email
Gary Huskinson, Sales/Service		

Terms & Conditions

R&S will not accept any additional contract and/or agreements sent by customer, contractor or others. R&S will perform work only after R&S's offer has been signed.

WARRANTY: One year on labor, One year on new materials, limited to defects on new equipment. Does not cover acts of vandalism or acts of nature.

Offer does not include permits and fees. All permits and fees by others.

Offer does not include electrical and phone line and conduits all electrical to be brought within 3' of equipment as needed.

Offer does not include cost to repair any damage to under ground utilities during installation.

Offer does not include programming of tenant list, R&S will set up software and train. All data entry by others.

Offer does not include any monthly service fees.

Work to be preformed during normal business hours Monday-Friday 8:00 AM to 4:30 PM

Warranty work to be performed during normal business hours 8:00 am to 4:30 pm. Monday through Friday, excluding weekends and holidays.

All concrete work by others.

Price Does Not Include First Service Call

No Warranty on Existing Controls and Components

Price Subject to Change Upon Final Job Inspection

Reversing Edges are battery operated and must be checked on a regular basis for proper operation

Photo Eye Misalignment Not Covered Under Warranty

Special Order 4-6 Week Lead Time

Note Job is Bid at Prevailing Wage

Signature

ACCEPTED BY	PRINT NAME	EMAIL ADDRESS	DATE

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S RICHMOND THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OR THE OR THE DESIRED WORK.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less that fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

A 3% CONVENIENCE CHARGE WILL BE ADDED TO ALL PAYMENTS MADE BY CREDIT CARD OVER $1,000.00

Note: By signing this contract, you grant R&S Erection of Richmond, Inc. permission to edit, copy, exhibit, publish, or distribute photos, videos and/or other digital media for its promotional and/or marketing purposes, including on web-based platforms, without payment or other consideration as well as agree that the promotional and/or marketing materials will become the property of R&S Erection of Richmond, Inc.

1. As herein used the terms "erected" and erection" shall have the same meaning as "installed" and "installation", the term "closure" includes the terms "door", "grille", "shelter" and "gate", and the term "CUSTOMER" includes any part to whom R & S becomes obligated by contract to sell any of the products or to perform any of the services described on the face of the OFFER.
2. If an agreement for the sale or erection by R & S of any of the products or the performance of any of the services described on the face of this OFFER results from R & S accepting an order from CUSTOMER therefore, CUSTOMER agrees that, by placing an order based on this OFFER, CUSTOMER will be bounded by all of the terms and conditions of this OFFER which shall constitute the whole of that contract regardless of any inconsistent provision in CUSTOMER'S printed order form.
3. Prices are quoted in U.S. dollars, net to R & S at their office address set forth on the face of this OFFER and unless otherwise stated are firm 30 days from date hereof.
4. R & S will not be obligated to sell or perform unless payment accompanies CUSTOMER'S acceptance or order unless R & S agrees to extend credit to CUSTOMER in which event CUSTOMER agrees to pay R & S, in addition to the total price shown on the face of this OFFER, interest on the unpaid balance remaining 30 days after performance by R & S at the rate of 1 % per month. The annual percentage rate on the said interest is 21% per
5. CUSTOMER'S obligation to pay the agreed price of this OFFER, shall not be conditioned upon receipt by CUSTOMER of any invoice which R & S may agree to render as of the date of shipment of the product or the completion of the services.
6. Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the precedes of said products, for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this offer and CUSTOMER'S acceptance of this OFFER or order to R & S based on this OFFER and R & S's acceptance of said order, if any, shall constitute a security agreement evidencing such security interest and CUSTOMER by accepting this OFFER or by placing an order based on this OFFER appoints R & S CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest.
7. Notwithstanding any terms regarding which party will pay for transportation of the products and the risk of loss of all products sold shall pass to CUSTOMER when they are delivered to buyer, to the JOBSITE, or to a common carrier for transportation to the specified destination.
8. CUSTOMER, at its own expense, shall guarantee that the wall construction around opening is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. When R & S provides the erection pursuant to this offer, CUSTOMER, at its own expense, shall guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of their work.
9. Prices quoted for services are based upon performing erection work during normal straight-time hours. If it is repaired that the services be performed at any other time. CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional cost incurred by R & S or R & S's subcontractor.
10. Unless otherwise stated herein, this OFFER is for the furnishing only of the component parts of the products, or the repairs and services specified herein and this OFFER does not include unloading or distribution or the preparation or furnishing by R & S of openings, jambs, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or, when motor operators are part of the products furnished, any wire, wiring, fuses, or conduit, stud work for carrying, supporting, or attaching power units.
11. Unless otherwise exp stated in this OFFER, all surfaces of iron or steel (except stainless steel) parts of closures which surfaces are designed to be exposed to the weather after erected and when the closure is in a closed position, and which are not otherwise protected against rusting will be given a primer coat of the standard paint used by R & S.
12. Products offered herein may be tendered by R & S in either a single or multiple deliveries in lots determined by R & S.
13. The shipment in products or performance of services may be postponed by R & S in the event of delay in any required performance by CUSTOMER or by architects, engineers, or by others, or delays caused by strike, fire, flood, accidents, carriers, inability to obtain suitable and sufficient labor or materials, or other contingencies beyond the control of R & S. "Required performances" may include the furnishing of specifications of wall openings or other information to R & S as well as approval of or other action upon drawings. One copy of each drawing required to be submitted to CUSTOMER or any engineer, architect, or other person for approval shall be returned to R & S with other signed approval noted thereon or an explicit written or graphic statement of any desired correction or other change.
14. R & S shall not be liable for any consequential damages resulting from delays in shipments, erection or repairs unless, before the contract to ship, erect or repairs made, R & S is fully informed in writing by CUSTOMER of any and all facts material to be possibility of incurring prospective damages including the potential monetary extent of the same.
15. Under so circumstances shall there be any allowance for or reimbursement for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.
16. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice of any claimed breach promptly after its discovery and in any event within one year from date of performance by R & S and does not include consequential damages and is limited to the repair or replacement, without change, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection performed by R & S shall be borne by CUSTOMER.
17. CUSTOMER and R & S agree that if legal action be instituted to enforce any term, condition or covenant act forth herein, then the prevailing party shall be entitled to recover all costs of suit actually incurred and such attorney fees as may be awarded by the court in addition of any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the OFFER which shall have jurisdiction over the subject matter of this contract shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California Law.
18. No oral or prior agreements, or understandings related to the subject matter hereof shall be binding upon R & S. No person has authority to depart from the terms and conditions set forth in this OFFER unless authorized in writing signed by the authorized agent or representative of R & S.

A 3% FEE WILL BE APPLIED TO ALL PAYMENTS MADE BY CREDIT CARD

Note: By signing this contract, you grant R&S Erection of Richmond, Inc. permission to edit, copy, exhibit, publish, or distribute photos, videos and/or other digital media for its promotional and/or marketing purposes, including on web-based platforms, without payment or other consideration as well as agree that the promotional and/or marketing materials will become the property of R&S Erection of Richmond, Inc.

MAGNUM

NO
UNAUTHORIZED
PERSONNEL BEYOND
THIS POINT
ALL VISITORS TO CITY PROPERTY
MUST FIRST CONTACT THE
PUBLIC WORKS DEPARTMENT AT
707-968-2658
CALIFORNIA PENAL CODE SEC. 602
CITY OF ST. HELENA
CORP YARD
1405 CHARTER OAK AVE
NO DELIVERIES
NOON - 1:00 PM
AFTER 3:00 PM

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Police

DATE:	June 24, 2025
FROM:	Justin Tharp, Lieutenant
SUBJECT:	Approval of Resolution authorizing a cost-sharing model and Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District with a three-year term, in which the District will fund 75% of the cost of a School Resource Officer, reimbursing the City approximately $160,000 annually.
RECOMMENDED ACTION:	Staff recommends that the City Council approve the cost-sharing model and Memorandum of Understanding (MOU).
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To affirm the continued presence of a law enforcement officer in the City's schools in partnership with the local school district, with the purpose of fostering community trust, enhancing school safety, and promoting proactive engagement between officers, students, and families.
FINANCIAL IMPACT:	The total estimated fiscal impact is $212,830 for FY 2025–26, of which $159,630 is estimated to be reimbursed by the School District leaving a net impact to the City of $53,200. The total estimated fiscal impact is $219,223 for FY 2026–27, of which $164,419 is estimated to be reimbursed by the School District leaving a net impact to the City of $54,804. These amounts have been incorporated into the FY 2025–26 and FY 2026–27 Biennial Budget, which was adopted by the City Council on June 10, 2025.

BACKGROUND:

Since 2018, the City's School Resource Officer (SRO) position has been funded through the California Department of Justice's Tobacco Grant Program (Proposition 56). This grant was established to support local law enforcement agencies in reducing the illegal sale and marketing of tobacco products to minors. Over the past several years, this funding has played a critical role in maintaining a consistent law enforcement presence in the City's schools and strengthening the partnership between the Police Department and the local school district.

School Resource Officers (SROs) are sworn law enforcement officers assigned to work in schools to ensure the safety and security of students, staff, and school property. In addition to responding to incidents on campus and supporting emergency preparedness efforts, SROs help prevent crime and violence through regular patrols and close collaboration with school administrators.

Beyond their public safety duties, SROs serve as mentors, educators, and trusted adults for students. They help build positive relationships through daily interactions and provide classroom presentations on topics such as substance abuse prevention, cyber safety, bullying, and students' rights and responsibilities. Their presence supports early intervention strategies, reinforces a positive school climate, and fosters long-term community engagement between youth, families, and law enforcement.

As of July 2025, the Tobacco Grant Program will conclude in its current form and will no longer be available as a funding source for the SRO position. With the conclusion of this grant, the City must evaluate options for sustaining this important role and continuing its commitment to school safety, youth engagement, and strong interagency collaboration.

DISCUSSION:
In anticipation of the continued need for school safety services, the Chief of Police and the Superintendent of the School District have engaged in a collaborative effort to identify a sustainable funding solution for the School Resource Officer (SRO) program.

Recognizing the vital role the SRO plays in promoting a safe and supportive learning environment, both entities have agreed to implement a cost-sharing model that ensures the program's continuity for the next three fiscal years, beginning in July 2025.

Under the terms of this agreement, the School District will fund 75% of the total cost of the SRO position, while the Police Department will contribute the remaining 25%. This cost-sharing arrangement reinforces the long-term viability of maintaining a dedicated SRO presence on school campuses and reflects a shared investment in the safety and well-being of students, staff, and the broader community. The cost share for fiscal year 2025-26 and 2026-27 is detailed below:

Fiscal Year	School District Share	City Share	Total Cost
2025-26	$159,630	$53,200	$212,830
2026-27	$164,419	$54,804	$219,223

The City will notify the School District per the terms of the agreement the FY 2027-28 cost share once it has been finalized.

A three-year Memorandum of Understanding (MOU) has been drafted to outline the responsibilities and expectations of both the School District and the Police Department

regarding the SRO position. The MOU provides a formal framework to support operational coordination and financial commitments over the duration of the agreement.

This agreement highlights the joint commitment of the City and the School District to maintaining secure, welcoming educational environments and fostering positive, trust-based relationships between law enforcement personnel and the youth they serve. The partnership is consistent with the community's broader objectives of engagement, safety, and proactive public service.

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 5: Enhance Quality of Life
Goal 6: Improve Employee Recruitment, Retention, & Morale
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution MOU SHUSD v1 FINAL
St. Helena MOU for SRO Program 2025

CITY OF ST. HELENA

RESOLUTION NO.2025- __

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA UNIFIED SCHOOL DISTRICT ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF THE SCHOOL RESOURCES OFFICER AND 75% ST. HELENA SCHOOL DISTRICT SHARED COSTS AGREEMENT FOR A ST. HELENA POLICE OFFICER ANNUAL FOR FISCAL YEARS 2025-26 THROUGH 2027-28.

RECITALS

A. The City of St. Helena ("City") provides a School Resources Officer ("SRO") to the St. Helena Unified School District ("SHUSD") beginning in the spring of the 2022-23 school year through the 2024-26 school year, which was funded through a Proposition 56 Tobacco Grant ("Prop 56"); and

B. The parties have a shared interest in sustaining the SRO position for the 2025-26 through the 2027-28 school year to benefit students; and

C. The SRO position is a sworn law enforcement officer employed by the City; and

D. SHUSD has requested to enter a Memorandum of Understanding (MOU) with the City of Saint, and

E. The MOU is written and understood by both parties to provide direction, responsibilities, duties, and roles of the SRO; and

F. The SRO position FY 2025-26 through FY 2027-28 is 75% paid for by SHUSD and 25% by the City of St. Helena; and

G. The total estimated costs for the SRO position is starting at $212,830 in 2025-26, SHUSD share is estimated at $156,630; and

H. Overtime worked by the SRO while in an SRO capacity will be funded by the SHUSD.

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. The City Council of the City of St. Helena hereby approves a Memorandum of Understanding between the City of St. Helena and the St. Helena Unified School District for the July 1, 2025, through June 30, 2028, school year (Exhibit A).

3. The City Council of the City of St. Helena hereby authorizes the City Manager to execute the Memorandum of Understanding in substantial conformity of Exhibit A subject to City Attorney approval.

4. The term of this agreement shall be for a period of July 1, 2025, through June 30, 2028."

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor, Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

SCHOOL RESOURCE OFFICER
MEMORANDUM OF
UNDERSTANDING
Between the St. Helena Police Department
and the St. Helena Joint Unified School District

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the St. Helena Police Department ("Police Department") and the St. Helena Joint Unified School District ("District"). The District and Police Department shall be jointly referred to in this MOU as the "Parties".

WHEREAS, the Police Department agrees to provide a School Resource Officer ("SRO") to the District for a School Resource Officer Program ("SRO Program") in the District; and

WHEREAS, the District and Police Department desire to set forth in this MOU specific terms and conditions to govern any SRO Program in the District.

SECTION 1. PURPOSE OF MOU

This MOU formalizes the relationship between the Parties in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the SRO Program as a joint cooperative effort between the District and the Police Department. The success of this program relies upon the effective communication between all involved employees, the principal of each individual District school, and other key staff members of each organization.

SECTION 2. TERM

The term of this MOU shall begin on July 1, 2025 and end on June 30, 2028. The Parties may renew this MOU only by a separate written agreement or addendum hereto, which must be executed by both Parties. Notwithstanding the foregoing, either party may terminate this MOU with or without cause upon thirty days written notice to the other party.

SECTION 3: EFFECTIVE DATE

The MOU shall become effective on the date last written below (“Effective Date”).

SECTION 4. MISSION, GOALS, AND OBJECTIVES

The SRO Program aims to create and maintain a safe, secure, and orderly learning environment for students, teachers, and staff. The SRO Program aims to reduce and prevent school-related violence and crime by assigning a SRO to monitor and protect District schools and facilities during the term of this MOU as described herein.

The SRO Program aims to:

1. Maintain a safe and secure environment on school grounds.

2. Reduce incidents of school violence.

3. Reduce the number of criminal offenses committed by juveniles and others on District property.

4. Establish a rapport between the SRO and the student population.

5. Establish rapport between the SRO and parents, faculty, staff, and administrators.

The SRO Program aims to establish a channel of communication between the Police Department and students, parents, and teachers. The SRO will endeavor to serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will endeavor to promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

SECTION 5. ORGANIZATIONAL STRUCTURE

A. Supervision. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the Police Department. The SRO is employed and retained by the Police Department, and in no event will be considered an employee of the District. Therefore, the District shall not be responsible for providing worker's compensation insurance or any other protective insurance coverage or employment benefit to the SRO that is based upon the relationship of employer and employee.

B. Contact Person. The Police Department and the District shall each name a contact person who will monitor the SRO Program. Each principal will designate a contact person for the school who will facilitate communication.

SECTION 6. PROCEDURES FOR SELECTION OF SRO

A. Selection. The SRO position will be filled per Police Department directives and shall include direct input and collaboration with the District such as the following:

1. Officer Massella will continue as the District's SRO through the 2025-2026 school year, provided he remains employed by the Police Department.

2. Upon the expiration of Officer's Masssella's term as SRO, the Police Department will initiate the recruitment process.

3. Once SRO applications are received, an interview process will commence.

4. The District will designate four members to serve on the oral panel. Irrespective of the panel's total composition, a majority of the District's representatives must concur with the panel's recommendations for a candidate to advance as the SRO.

5. The Chief of Police or an appointed designee will participate as a nonvoting member of the panel.

6. The District reserves the right, at any point during the contract term, to request a change in the currently assigned SRO. Upon receiving such a notice, the Police Department shall promptly commence a new selection process.

B. SRO Program Structure. The SRO Program shall utilize the SRO TRIAD concept as set forth by National Association of School Resource Officers (NASRO).

1. Under this framework, the SRO is first and foremost a law enforcement officer. The SRO is responsible for carrying out all duties and responsibilities of a law enforcement officer and remains at all times under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives.

2. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, **except to support staff in maintaining a safe school environment**.

3. The SRO is not a formal counselor or educator, and will not act as such. However, the SRO may be a resource to assist students, faculty, staff, and all persons involved with the school in a support role or mentoring capacity. The SRO may also, help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. These opportunities may build rapport between the students and staff.

4. The Police Department recognizes, however, that the District shall maintain full, final, and plenary authority over curriculum and instruction in the District, including the instruction of individual students. The Parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Police Department or its employees, and the Police Department and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

SECTION 7. DUTIES AND RESPONSIBILITIES

A. SRO. The responsibilities of the SRO will include but are not be limited to:

1. Enforce criminal laws and protect the students, staff, and public at large against criminal activity consistent with the SRO's duties as an officer of the Police Department. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Police Department. School authorities shall be notified as quickly as reasonably possible when the SRO takes any direct law enforcement action involving a student, on-campus or

off-campus, during school hours.

2. Complete reports for the Police Department and investigate crimes committed on campus.

3. Coordinate, whenever reasonably practical in the SRO's judgment, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO will not participate in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Take appropriate enforcement action on criminal matters as necessary in accordance with the SRO's duties as an officer of the Police Department. The SRO should, whenever reasonably practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

5. The SRO will wear the appropriate Police Department issued uniform with normal accessories. The Police Department may allow an exception to this rule based on investigatory or policing needs.

6. The SRO should be highly visible throughout the campuses, yet be unpredictable in his or her movements. For officer safety reasons, the SRO should not establish any set routine, which allows predictability in their movements and their locations.

7. Confer with the principals to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

8. Comply with all laws, regulations, and policies of the Police Department, and school board policies, including but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act in a manner inconsistent with his or her duties as a law enforcement officer. Further, any existing rights or benefits of personnel assigned under this MOU shall not be abridged, and remain in full effect.

9. The District believes, and by ratifying this MOU, determines that providing safe school sites for children to learn is a legitimate educational interest. Thus, if and only if it is required to provide for the safety and security of school sites, SROs shall have direct access to student records, as authorized

by 34 Code of Federal Regulations part 99.31(a)(1)(i)(A)-(B). SROs will be under the direct control of the District with respect to the use and maintenance of education records and shall be subject to the re-disclosure requirements of 34 Code of Federal Regulations part 99.33(a). The SRO will sign an acknowledgement of these conditions prior to the start of his or her assignment, in the form attached hereto as Exhibit B "Use of Educational Records".

10. Provide information concerning questions about law enforcement topics to students and staff.

11. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.

12. Participate in Restorative Justice activities.

13. Provide supervised classroom instruction on a variety of law-related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.

14. The SRO is encouraged to attend school special events, such as school dances, football games, Board meetings, and community events.

15. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.

16. As requested by the District, attend meetings of parent and faculty groups to solicit their support and understanding of the SRO Program and to promote awareness of law enforcement functions.

17. The SRO should be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.

18. Report schedule conflicts to the District.

B. SRO Supervisor. The SRO supervisor will endeavor to:

1. Coordinate work assignments of the SRO.

2. Ensure SRO compliance with Police Department directives.

3. Coordinate schedules and work hours of the SRO, such as vacation requests and sick leave.

4. Complete the SRO's annual performance evaluation. The SRO Supervisor should request feedback from the school's designated contact person during the evaluation process.

C. District. The responsibilities of the District include but are not limited to:

1. The District shall provide the SRO with a private, appropriately furnished and climate-controlled office space at the high school and middle school sites as needed or requested by the Police Department.

2. As feasible, the District shall provide the SRO with a reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. District administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.

3. The District shall comply with the notification and other requirements of Education Code section 48902, which provides:

(a) The principal of a school or the principal's designee shall, before the suspension or expulsion of any pupil, notify law enforcement authorities of any acts of the pupil that may violate Section 245 of the Penal Code.

(b) The principal of a school or the principal's designee shall, within one school day after suspension or expulsion of any pupil, notify, by telephone or other appropriate methods law enforcement authorities of any acts of the pupil that may violate subdivision (c) or (d) of Section 48900 of the Education Code.

(c) Notwithstanding subdivision (b) of Education Code section 48902, the principal of a school or the principal's designee shall notify the law enforcement authorities of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Education Code section 48915 committed by a pupil or non-pupil on a school site to law enforcement.

(d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not

civilly or criminally liable as a result of making any report authorized by Education Code section 48900 et seq. unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.

(e) The principal of a school or the principal's designee reporting a criminal act committed by a school age individual with exceptional needs, as defined in Education Code section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in Section 1415(k)(6) of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g et seq.).

If notification is provided as discussed above, and no juvenile or criminal charges are to be filed and no administrative action is to be taken by the school administration/District office, any contraband should be confiscated by the SRO according to Police Department policy and properly disposed of.

4. District administration shall timely notify the SRO with the names of specific individuals who are not allowed on school property, and, if necessary, shall notify the SRO of any anticipated problems resulting from disciplinary action taken against a student.

5. The District shall work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year.

6. The District shall provide the Police Department with updated copies of laws, rules, regulations, and school board policies applicable to employees of the School District including, but not limited to, laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

7. The District acknowledges and agrees that the SRO's presence does not relieve the District or school staff of their legal requirements under the mandatory reporting laws of California to report child abuse or endangerment in writing to outside legal authorities.

SECTION 8. COMPENSATION

A. District will pay for 75% of the salary, inclusive of employment benefits and any overtime incurred in connection with SRO-related duties of the SRO, for the for the services provided under this MOU as set forth in Exhibit A “Service Rates,” attached hereto and incorporated herein by reference. The Finance Division may revise the Service Rates annually based on personnel costs, provided that revised Service Rates will apply only after the Police Department has given the District thirty days’ notice of the revised Service Rates.

B. The Finance Division will submit an invoice to the District quarterly, and District will pay the Police Department the amount referenced in the invoice within thirty (30) days of the District's receipt of the invoice.

SECTION 9. ENFORCEMENT

Although the SRO has been placed in a formal educational environment, he/she is not relieved of the official duties of a law enforcement officer. The SRO may intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations may be issued and arrests made when appropriate and in accordance with California state law and department policy. The SRO and the Police Department will have the final decision on whether criminal charges shall be filed.

The Police Department reserves the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident, natural disaster, or for any other reason.

SECTION 10. HOLD HARMLESS

C. To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold each other free and harmless from and against any and all damages, liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, to property or persons, including wrongful death, based or asserted upon any act or omission of the Parties, or their respective officials, officers, agents, employees, volunteers and independent contractors, arising out of or in any way related to this MOU, including without limitation the payment of all consequential damages, attorneys' fees, costs of suit, and any other costs of any nature without restriction. . Following a determination of the percentage of fault and/or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

D. The District and the Police Department mutually covenant and agree that neither Party will insure the actions of the other, and each Party will assume its own responsibility in connection with any claims made by a third party against the Police Department and/or the District subject to the provisions of paragraph A.

E. The Police Department shall not be obligated or liable hereunder to any party other than the District.

SECTION 11. NOTICE

Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by e-mail, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to the St. Helena Joint Unified School District

Jodi McClay, Ed.D., Superintendent
St. Helena Joint Unified School District
465 Main Street
St. Helena, CA 94574

If to the City of St. Helena

Anil Comelo, City Manager
1088 College Avenue
St. Helena, CA 94574

SECTION 12. INTEGRATION

This MOU contains the entire agreement between the Parties with respect to its subject matter and supersedes any oral or written understanding that may have existed prior to its execution.

SECTION 13. AMBIGUITIES.

The Parties have each carefully reviewed this MOU and have agreed to each of its terms. No ambiguity shall be construed against either party.

SECTION 14. AUTHORITY

The person signing this Agreement for the District hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the District. The person signing this Agreement for the Police Department hereby represents and warrants that he or she is fully authorized to sign on behalf of the Police Department.

SECTION 15: NO THIRD PARTY BENEFICIARY

This MOU, or any provision herein, does not create and shall not be construed as creating any rights enforceable by any person not a party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year last written below.

St. Helena Joint Unified School District

Jodi McClay, Ed.D.
Superintendent

DATE:

City of St. Helena

Anil Comelo
City Manager

DATE:

ATTEST:

Erika Opp, Acting City Clerk

APPROVED AS TO LEGAL FORM:

Ethan Walsh
Best Best & Krieger LLP

Exhibit A

St. Helena Police Department - Service Rates as of Effective Date.

Title	Estimated Annual Salary	Estimated District Share (75% of Annual Salary)
FY26 School Resource Officer	$212,830	$159,630
FY27 School Resource Officer	$219,223	$164,419

Exhibit B

Use of Educational Records

I, ___[Name]____, was assigned as a School Resource Officer at St. Helena Joint Unified School District on ____[Date]____.

By signing below, I confirm that:

(1) I will access educational records in my capacity as a School Resource Officer for the St. Helena Joint Unified School District if and only if it is required to provide for the safety and security of school sites.

(2) I understand and agree that the St. Helena Joint Unified School District shall have direct control of my use and maintenance of such educational records.

(3) I understand that I may only use the information for the purpose which disclosure was made and that I will comply with the re-disclosure requirements set forth under 34 Code of Federal Regulations part 99.33.

(4) I have had sufficient time to review this Acknowledgement and fully understand its contents.

_____
Print Name

_____ _____
Signature Date

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	June 24, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed Approval of a Resolution: (1) Approving Amendment #4 to the Memorandum of Understanding Between the City of St. Helena and the Police Officers' Association (POA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and (2) Approving the Memorandum of Understanding Between the City of St. Helena and the St. Helena Employees Association (SHEA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and (3) Approving Amendment #1 to the Memorandum of Understanding Between the City of St. Helena and the St. Helena Professional Firefighters Association (SHPFA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and (4) Approving Amendment #12 to the Unrepresented Compensation Program for a One-year period Commencing on July 1, 2025 and expiring on June 30, 2026; and (5) Adopting and Approving the Publicly Available Pay Schedules in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the Police Officers' Association (POA), St. Helena Employees Association (SHEA), Unrepresented Compensation Program, and certain Part-time Classifications.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve amendments to the Memorandum of Understandings (MOUs) and Unrepresented Program and approve and adopt salary schedules for classifications in POA, SHEA, and Unrepresented classifications, which includes Mid-Management, Executive, and Part-time staff, effective July

	1, 2025.
FINANCIAL IMPACT:	The total fiscal impact of the salary and benefit adjustments is approximately $368,500. The total increase has been included in the Fiscal Year 2025-26 and Fiscal Year 2026-27 Biennial Budget adopted by City Council on June 10, 2025.

BACKGROUND:
The City of St. Helena has three represented collective bargaining groups - St. Helena Police Officers' Association (POA), St. Helena Professional Firefighters Association (SHPFA), St. Helena Employees Assocation (SHEA) - as well as one group of unrepresented employees, which includes Mid-Management, Executive, and Part-time classifications.

In accordance with the Meyers-Milias-Brown Act (MMBA), the City engages in labor negotiations with each of the represented bargaining units to establish terms and conditions of employment, including wages, benefits, and working conditions. Similarly, the City maintains an Unrepresented Compensation Program to define and periodically update compensation and benefits for Mid-Management and Executive classifications.

All current Memorandums of Understanding (MOUs) for the represented groups, as well as the Unrepresented Compensation Program, are scheduled to expire on June 30, 2025. Labor negotiations for successor agreements began in March 2025 and have recently concluded. The City and its labor unions have reached tentative one-year agreements to amend compensation and benefit structures, effective for the term of July 1, 2025 to June 30, 2026.

These agreements reflect a collaborative effort to address ongoing recruitment and retention challenges, while remaining mindful of the City's continuing fiscal constraints.

Formal adoption of the amended agreements and updated salary schedules will ensure compliance with negotiated terms and allow implementation of the changes with the first full pay period in July 2025.

DISCUSSION:
Outlined below are key provisions from the agreements reached with each of the bargaining units:

Police Officers' Association (POA)
The POA bargaining unit is comprised of the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, Records Supervisor, Property & Evidence Technician, and Police Officer Trainee which represent 13 budgeted positions.

The attached agreement reflects the agreed-upon changes with the following key components:

- Term - The contract is for a one-year term, effective July 1, 2025 through June 30, 2026
- Annual Cost of Living Adjustment (COLA) - 3% COLA effective July 1, 2025
- Deferred Compensation Plan (457) with an employer match up to $75 per month
- Educational Reimbursement - Increased from $1,500 per fiscal year to $3,500 per fiscal year
- Retiree Service Weapon Purchase Option
- Retirement Health Savings Plan (RHS) - Employee contributions only
- ROTH (457) - Employee contributions only
- Subsistence Reimbursement for approved meals during offsite training - Amended as follows:
    - Breakfast - Increased from $10 to $15 per meal
    - Lunch - Increased from $15 to $25 per meal
    - Dinner - Increased from $25 to $35 per meal

The agreed upon updates to the POA MOU are provided as ***Attachment 1*** (redlined version) and ***Attachment 2*** (clean version). Additional amendments have been incorporated throughout the document to clarify existing practices and improve overall language consistency.

St. Helena Employees Association (SHEA)

The SHEA bargaining unit is comprised of 35 different classifications, of which represent 37 budgeted positions.

The attached agreement reflects the agreed-upon changes with the following key components:

- Term - The contract is for a one-year term, effective July 1, 2025 through June 30, 2026
- Annual Cost of Living Adjustment (COLA) - 3% COLA effective July 1, 2025
- Certificate Pay - Increase from $50 per month to $100 per month
- December 26th Paid Day Off for FY2025-26 only
- Deferred Compensation Plan (457) - Increase employer match from $50 per month to $75 per month
- Insoles/Orthotics - Included with safety boot purchase/replacement
- Tuition Reimbursement - Up to $3,500 per fiscal year
- Retirement Health Savings Plan (RHS) - Employee contributions only
- ROTH (457) - Employee contributions only
- December 26th Paid Day Off for FY2025-26 only

The agreed upon updates to the SHEA MOU are provided as ***Attachment 3*** (redlined version) and ***Attachment 4*** (clean version). Additional amendments have been

incorporated throughout the document to clarify existing practices and improve overall language consistency.

St. Helena Professional Firefighters Association (SHPFA)

The SHPFA bargaining unit is comprised of the following classifications: Firefighter, Fire Engineer, and Fire Captain which represent 6 budgeted positions.

The attached agreement reflects the agreed-upon changes with the following key components:

- Term - The contract is for a one-year term, effective July 1, 2025 through June 30, 2026
- 401(a) Money Purchase Plan - In lieu of a salary increase, the City shall establish a 401(a) account and make employer contributions as follows:
  - July 1, 2025 - 2% pre-tax base salary contribution
  - January 1, 2025 - Additional 2% pre-tax base salary contribution
- Deferred Compensation Plan (457) with an employer match up to $25 per month
- Retirement Health Savings Plan (RHS) - Employee contributions only
- ROTH (457) - Employee contributions only
- Tuition Reimbursement - Up to $3,500 per fiscal year for academic degrees or $750 per year for job-related courses

The agreed upon updates to the SHPFA MOU are provided as ***Attachment 5*** (redlined version) and ***Attachment 6*** (clean version). Additional amendments have been incorporated throughout the document to clarify existing practices and improve overall language consistency.

Unrepresented Compensation Program

The Unrepresented Compensation Program defines compensation and benefits for mid-management and executive classifications. There are currently 16 budgeted positions within these classifications.

The attached program reflects changes with the following key components:

- Term - The program is for a one-year term, effective July 1, 2025 through June 30, 2026
- Annual Cost of Living Adjustment (COLA) - 3% COLA effective July 1, 2025
- December 26th Paid Day Off for FY2025-26 only
- Longevity Pay - 2.5% of base pay to each permanent employee on the 5th anniversary of continuous employment effective January 1, 2026
- Retirement Health Savings Plan (RHS) - Employee contributions only
- ROTH (457) - Employee contributions only
- Tuition Reimbursement - Increased from $1,500 per fiscal year to $3,500 per fiscal year

The agreed upon updates to the Unrepresented Compensation Program are provided as ***Attachment 7*** (redlined version) and ***Attachment 8*** (clean version). Additional amendments have been incorporated throughout the document to clarify existing practices and improve overall language consistency.

Salary Schedules

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

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.
- Identifies the position title for every employee position.
- Shows the pay rate for each classification.
- Indicates the time base for each pay rate.
- CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation.

Based on salary adjustments outlined in the MOUs and the Unrepresented Compensation Program it is necessary to adopt new salary schedules for Fiscal Year 2025-26 effective July 1, 2025 (***Attachments 9 - 13***). In addition, staff proposed an increase for the part-time classifications that is equivalent to the recommendations in MOUs to ensure the part-time salaries are in-line with the rest of the organization.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

DOCUMENTS ATTACHMENTS:

Resolution - MOU Updates and Salary Schedule Adoption
Attachment 1 - Fourth Amendment POA MOU 2025-06-24 - Redline
Attachment 2 - Fourth Amendment POA MOU 2025-06-24 - Clean
Attachment 3 - SHEA MOU 2025.06.18 Full Document - Redline
Attachment 4 - SHEA MOU 2025.06.18 Full Document - Clean

Attachment 5 - SHPFA MOU 2025.06.24 Full Document - Redline
Attachment 6 - SHPFA MOU 2025.06.24 Full Document - Clean
Attachment 7 - Twelfth Amendment Unrepresented Comp Program 2025-06-24 - Redline
Attachment 8 - Twelfth Amendment Unrepresented Comp Program 2025-06-24 - Clean
Attachment 9 - Executive Salary Schedule Effective 07.01.2025
Attachment 10 - MidManagement Salary Schedule Effective 07.01.2025
Attachment 11 - Part-time Salary Schedule Effective 07.01.2025
Attachment 12 - POA Salary Schedule Effective 07.01.2025
Attachment 13 - SHEA Salary Schedule Effective 07.01.2025

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution of the City Council of the City of St. Helena Approving: (1) Amendment #4 to the Memorandum of Understanding Between the City of St. Helena and the Police Officers' Association (POA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and (2) The Memorandum of Understanding Between the City of St. Helena and the St. Helena Employees Association (SHEA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and (3) Amendment #1 to the Memorandum of Understanding Between the City of St. Helena and the St. Helena Professional Firefighters Association (SHPFA) for a One-year Contract Commencing on July 1, 2025 and expiring on June 30, 2026; and (4) Approving Amendment #12 to the Unrepresented Compensation Program for a One-year period Commencing on July 1, 2025 and expiring on June 30, 2026; and (5) Adopting and Approving the Publicly Available Pay Schedules in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for members covered under the Police Officers' Association (POA), St. Helena Employees Association (SHEA), Unrepresented Compensation Program, and certain Part-time Classifications.

RECITALS

A. The St. Helena Police Officers Association (POA) Memorandum of Understanding (MOU), St. Helena Employees Association (SHEA), St. Helena Professional Firefighters Association (SHPFA), and Unrepresented Compensation Program expires on June 30, 2025; and

B. Negotiations between the POA, SHEA, and SHPFA and the City have resulted in a one-year agreement expiring June 30, 2026. The amendments to the agreements are in the attachments as follows: POA – Attachment 1 and Attachment 2, SHEA – Attachment 3 and Attachment 4, SHPFA – Attachment 5 and Attachment 6, and Unrepresented Compensation Program – Attachment 7 and Attachment 8; and

C. The City of St. Helena contracts with the California Public Employee Retirement System (“CalPERS”) to provide retirement benefits for its employees; and

D. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

E. On June 24, 2025, via this resolution City Council is ratifying one-year agreements with the POA, SHEA, SHPFA, and the members covered under the Unrepresented Compensation Program which includes an increase to base salary for its members, as well as certain part-time classifications; and

F. Staff updated the pay scale with an effective date of July 1, 2025.

RESOLUTION

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

1. The City Council hereby approves and incorporates by reference the attached Memorandum of Understanding between St. Helena Police Officers Association and the City of St. Helena for the period July 1, 2025 - June 30, 2026; and
2. The City Council hereby approves and incorporates by reference the attached Memorandum of Understanding between St. Helena Employees Association and the City of St. Helena for the period July 1, 2025 - June 30, 2026; and
3. The City Council hereby approves and incorporates by reference the attached Memorandum of Understanding between St. Helena Professional Firefighters Association and the City of St. Helena for the period July 1, 2025 - June 30, 2026; and
4. The City Council hereby approves and incorporates by reference the attached Unrepresented Compensation Program for the period July 1, 2025 - June 30, 2026; and
5. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule for members included in the POA MOU, SHEA MOU, SHPFA MOU, covered by the Unrepresented Compensation Program, and certain part-time classifications and contained in Attachment 9, Attachment 10, Attachment 11, Attachment 12, and Attachment 13 are hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and
6. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications; and
7. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City’s website and will be made available for public inspection for not less than five years.

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA POLICE OFFICERS' ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

July 1, 2025~~2~~ – June 30, 2026~~5~~

~~Adopted on June 13, 2017 - July 1, 2017 – June 30, 2022First Amendment - Adopted on February 11, 2020~~
~~Second Amendment - Adopted on July 14, 2020 – July 1, 2020 – June 30, 2022~~
~~Third Amendment - Adopted on June 28, 2022 – July 1, 2022 – June 30, 2025~~

ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Police Officers' Association, hereinafter referred to as "Association," pursuant to California Government Code Section 3500 et seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2
RECOGNITION

2.1 The City of St. Helena recognizes the Association as the recognized and exclusive representative for the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, Records Supervisor,~~Community Service Officer~~ Property & Evidence Technician, and Police Officer Trainee.

2.2 This recognition is exclusive of (1) management employee~~s~~, (2) temporary employees and (3) part-time employees.

2.3 (a) The term "Peace Officer" is defined as any member who is ~~a~~ full-time sworn personnel per 830.1 PC.

(b) The term "Dispatcher" is defined as any member who is a full-time ~~d~~Dispatcher, Records Supervisor, and/or ~~% time~~ Property & Evidence Technician~~Community Service Officer (CSO)~~.

(c) The term “Police Officer Trainee” is defined as any member who is a full-time non-sworn police trainee.

ARTICLE 3
ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

3.1 Reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of this MOU.

3.2 Reasonable use of one bulletin board at the Police Department.

3.3 The right to payroll deductions made for payment of Association dues and for City-approved programs.

3.4 The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

3.5 The use of City facilities for regular, normal and lawful Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3.6 Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the Police department or with established safety or security requirements.

ARTICLE 4
CITY RIGHTS

To insure that the City is able to carry out its constitutional and statutory functions and responsibilities, the City retains its rights, including but not limited to the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work in accord with past practice; to expand or diminish services; to subcontract any work or operations in accord with its past practice as necessary to maintain public safety; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Grievance Defined: A grievance is a formal allegation by a member of the Association who has been adversely affected by an alleged violation of the specific provisions of the MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

5.2 Procedure:

Step 1: Informal Discussion. Within ten (10) calendar days of the occurrence of an act in dispute, an employee shall discuss it with his or her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, she or he may proceed to the next step.

Step 2: Department Head's Determination. Any dispute not resolved at Step 1 may be submitted to the Police Chief or his designee in writing within ten (10) calendar days after the supervisor's response citing the specific provision of this Agreement in dispute. A copy shall be provided to the immediate supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee by the Police Chief or his designee who shall attempt to resolve the matter. The Police Chief or his designee shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 3: City Manager Review. Any dispute not resolved at Step 2 may be submitted in writing, with copies of Step 2 response, within five (5) calendar days after the Police Chiefs or his designee's response, to the City Manager. In the event that a dispute is referred to the City Manager, he or she shall schedule a meeting within five (5) calendar days with the employee to discuss the matter. After consideration of the facts, the City Manager shall give his or her written decision to the employee within five (5) calendar days after the meeting.

Step 4: City Council Review. If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options:

1. Refuse to hear the appeal, or
2. Make a decision on the documentation submitted, or
3. Hold a hearing after which they shall make a decision. The decision of the City Council shall be final.

ARTICLE 6
HOURS OF WORK

6.1 Work ~~W~~week. The work ~~-~~week for full ~~-~~time personnel will be defined by the FLSA public safety definition. The City and the POA recognize this to mean employees will work 160 hours in a 28 ~~-~~day period. The current schedule is a 12-hour shift schedule. Other schedules may be implemented should this need occur. The City will explore with the POA alternative schedules to meet the operating needs of the department.

6.2 Shift Change Notification. The Department shall make every effort to maintain the employee's scheduled days off on a consistent basis during the posted four (4) month rotation period. Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

6.3 Meal ~~-T~~times. Meal ~~-~~time for shift employees and non-shift employees is thirty (30) minutes.

6.4 Meal ~~-T~~time Call-Out for Shift Employees. Shift personnel receive meal ~~-~~time as paid time and shall be subject to call-out during the meal ~~-~~time.

6.5 Rest Periods. Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as meal time.

6.6 Missed Rest Periods and Meal ~~-T~~times. For shift employees, since meal ~~-~~time and rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

6.7 Definition of Shift Employees. Shift employees are those assigned to positions, the duties of which are performed on a 24-hour a day, 7-day a week basis, and include Police Officer, Police Corporal Police Sergeant, Property & Evidence Technician~~Community Service Officer~~, Records Supervisor, Dispatcher~~/Clerk~~ and Police Officer Trainee.

6.8 Graveyard Shift. Effective the first full pay period in July 2023, shift employees assigned to work the graveyard shift (6:00 p.m. to 6:00 a.m.) will receive shift differential pay in the amount of two (2) percent of base pay for assignment to the "graveyard" shift. ~~""~~

6.9 The City shall maintain the "two on-two off' system ~~(employees provided at least two days off between their old and new schedules to limit total days worked consecutively)~~ during shift rotations to the best of the City's ability and based on available staffing. This article shall be open to meet and confer.

ARTICLE 7
OVERTIME

7.1 Hours Paid. Employees will be paid regular pay for working their regular assigned hours. Employees will be paid overtime at the rate of time and one-half for all hours worked in excess of their regular scheduled hours on a given day or for hours worked in excess of FLSA standards for public safety employees. An example of this would include an employee that is regularly assigned to a 12-hour shift would be paid overtime should their work-day exceed 12 hours. Employees assigned on a 3/4 time basis or employees assigned to an 8--hour day will be paid overtime should their work-day exceed 8 hours.

7.2 Overtime

A. Regular Overtime Rate. Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., longevity, special duty, educational compensation).

B. Minimum Units of Overtime. Overtime is recorded and paid on the basis of fifteen (15) minute increments (rounded up or down) to the nearest fifteen (15) minute increment. As an example, working seven (7) minutes beyond/before a shift would equal no paid overtime, while working eight (8) minutes beyond/before a shift would equal fifteen (15) minutes of overtime paid to that employee.

7.3 Hours Worked. Holidays, vacation, compensatory time off and sick leave shall constitute hours worked for the purposes of computing overtime.

7.4 Compensatory Time Off. Notwithstanding the provisions of this section, police employees may be granted compensatory time off for overtime credit, at the discretion of the Police Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.

7.5 Scheduling Compensatory Time Off. Requests to use compensatory time off shall be granted with due regard for operational necessity, such as staffing levels. Employees requesting CTO will submit a request to the scheduling supervisor. If granting the CTO request creates the need for coverage, a sign-up will be posted, if no employee signs up to work 72 hours prior to the requested leave, the CTO request will be denied.

7.6 Department Meetings. All department meetings called by the Chief attended by police employees on off-duty time shall be paid overtime at the rate of time and one-half.

7.7 Call Back Pay. Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 +1/2) of the employee's

regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.

7.8 Court Time Pay. Employees who are subpoenaed to appear in court, at a time when they are not working, about events arising out of their employment, shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay. If such court appearance neither begins nor ends contiguous to the employee's scheduled shift, the employee will be compensated for a minimum of three (3) hours for each required appearance. Employees who have been subpoenaed to appear, and are cancelled from such appearance with less than forty-eight (48) hours notice, shall receive two (2) hours pay at their overtime rate.

7.9 Vacation Call Back. An employee called in to work during ~~his or~~ their regularly scheduled vacation period shall be compensated at a rate of one and one-half (1+ ½) times their ~~or his~~ regular rate of pay for all time worked.

7.10 Double-back Pay. When an employee is required to work two scheduled shifts within any twenty-four hour period, the first two hours of the second shift period worked will be at the overtime rate, provided that this provision shall not apply in any situation when the scheduling was done for the convenience of the employee or as a result of a "shift swap."

7.11 Training Travel.

A. Employees assigned to training will have their normal work hours adjusted to reflect work hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. The first and last day of class will reflect a ten~~-~~-hour work~~-~~day (1/2 hour travel each direction and one hour for lunch are not compensated.) If the first or last day of training is less than ten hours, the employee shall have the option of completing the work day at SHPD, or taking compensatory time off. Travel time is considered portal to portal.

B. If travel to a training site occurs during non-normal working hours, or on a scheduled day off, the employee shall be compensated at time and one half (1 + ½).

C. Employees will not be compensated for travel to pick-up or drop off a ~~c~~City vehicle.

D. Subsistence reimbursement will be according to P.O.S.T. guidelines, however the ~~subsistence~~ reimbursement for approved meals during offsite~~, overnight~~ training will be governed by the City's Administrative Policy "Training~~Employee Reimbursements~~ & Travel" ~~& Training Administrative Policy~~(P-FI-0023) and in no circumstances be less than $15 for breakfast, $25 for lunch and $35 for dinner. No receipts are required. If a motel room is unavailable at the P.O.S.T. rate, the difference will be reimbursed based upon receipts, single occupancy,

government rates. Lodging will not be reimbursed for the night prior to start of training, if training is within a 30-mile radius of point of departure. (refer map, Appendix D)

ARTICLE 8
SALARY

8.1 Effective July 1, 2025~~2~~, all bargaining unit members shall receive a Cost of Living (COLA) increase of ~~five~~three (~~5~~3) percent.

~~Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a floor of three (3) percent and a ceiling of five (5) percent.~~

~~8.2 Equity Adjustment. The City will provide equity adjustments for POA represented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 8.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each POA position as of May 2022.~~

~~Chart 1~~

~~**Position Title**~~	~~**% out of 95% Market Median**~~
~~Community Services Officer~~	~~No comparable~~
~~Dispatch Supervisor~~	~~-21.7%~~
~~Dispatcher~~	~~-16.6%~~
~~Police Lieutenant/Commander~~	~~-23%~~
~~Police Officer~~	~~-25.4%~~
~~Sergeant~~	~~-23.3%~~

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~~Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:~~

~~7/1/22 – Equity Adjustment of two and one-half (2 ½) percent~~

~~1/1/23 – Equity Adjustment of two (2) percent~~

~~7/1/23 – Equity Adjustment of two (2) percent~~

~~1/1/24 – Equity Adjustment of two (2) percent~~

~~7/1/24 – Equity Adjustment of two (2) percent~~

~~1/1/25 – Equity Adjustment of two (2) percent~~

ARTICLE 9
INCENTIVE PAY

9.1 Additional monthly salary compensation shall be received by an employee attaining POST Certificates, as follows:

POST Intermediate Certificate	$100.00
POST Advanced Certificate	$200.00
POST Records Supervisor Certificate	$100.00

Effective the first full per period in July 2024, additional monthly salary received by an employee attaining POST Certificates shall be as follows:

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

9.2 Employees who are fluent in both English and Spanish, both verbal and written, will receive incentive pay in the amount of five (5) percent of ~~his or~~ their base salary. Fluency is determined through an interview and written examples that demonstrate this skill. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

9.3 Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of additional $150.00 per month. Competency at this level is determined through a demonstration of this skill to a community panel as selected by the Chief of Police. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

ARTICLE 10
LONGEVITY

Longevity pay shall be granted to any permanent employee on ~~his or~~ their fifth anniversary of continuous employment at the rate of two and one-half (2 ½) percent of present salary. At their ~~/his~~ tenth anniversary, the percentage increment shall be five (5) percent; at the fifteenth-year anniversary, the percentage increment shall be seven and one-half (7 ½) percent; at the twentieth year anniversary and thereafter, the increment shall be ten (10) percent.

ARTICLE 11
SPECIAL ASSIGNMENT

11.1 An officer, while assigned to the position of Motorcycle Officer, Range Master or Reserve Coordinator with at least six (6) regularly working reserve officers under supervision, shall receive additional compensation of $200.00 per month. This shall be part of the regular pay.

11.2 Officers or Dispatchers assigned as a Field Training Officer~~s~~ or Communication Training Officer shall receive an additional seven (7) percent of their daily salary, per day, while assigned to the trainee.

~~11.3 A Dispatcher designated as Records Coordinator shall receive additional compensation of five (5) percent of his or their regular salary.~~

11.4 Officers working special duty for film making or similar work, which work is paid for by a film production company or similar enterprise, shall be paid for a minimum of four hours at the regular overtime rate.

11.5 Officers, while assigned to the Investigator position, School Resource Officer, or K-9 Handler shall receive an additional compensation of three (3) percent of base salary when acting as an Investigator, School Resource Officer, or K-9 Handler.

11.6 Police service dog handler is paid for through the Citizens' Option for Public Safety (COPS). This program continues as long as funds from this program is available.

1. A Police service Dog handler ("Handler") who is regularly assigned the responsibility for the care, shelter and feeding of a police Dog shall be indemnified by the CITY for all such costs. Expenses related to the care, shelter and feeding of a police Dog include the following: medical costs, veterinarian costs, food, construction and maintenance of a shelter, and kennel costs during the Handler's vacation.

2. Handler shall be compensated in accordance with the POA Memorandum of Understanding for attendance at monthly training sessions related to their assigned police Dog.

3. All expenses provided for by the CITY under Section 1 shall be pre-approved by the Chief of Police or his designate before such reimbursement will be granted to the Handler, and the Handler shall furnish proof to the satisfaction of the CITY for such expenditure.

4. Handlers shall be of the ~~rank~~ Police Officer rank. The assignment shall be voluntary. Once accepted for the assignment, the Handler shall remain subject to all Police Department regulations, except as provided herein.

5. The police Dog is the property of the City of St. Helena. The Handler may voluntarily keep the police Dog at ~~his/t~~heir place of residence, subject to recall by the CITY~~ITY~~.

6. The Handler is responsible for the care and feeding of the police Dog. If at any time the Handler is unable to use the police Dog because of its poor health, which is due to the Handler's negligence, the Handler may be disciplined, removed from the canine program, and the police Dog removed from the Handler's custody. If at any time the police Dog is forced to be retired from police service because of its poor health, which is due to the Handler's negligence, the CITY may seek damages from the Handler for the lost value of the remaining years, or fraction thereof, of expected service of the police Dog. The damages to which the CITY will be entitled to is the sum of $10,344.00. Multiplied by a fraction, the numerator of which is the remaining years or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is expected years of service of a police Dog.

7. Upon termination of employment with the CITY or participation in the canine program, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY. The purchase price shall be the sum of $10,344.00, multiplied by a fraction, the numerator of which is the remaining years, or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is, the expected years of service of the police Dog. When the police Dog is retired from service due to age, health or injury, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY for $1.00. Upon purchase of a police Dog by the Handler, the CITY thereby relinquishes all control over the care, feeding and maintenance of the police Dog and any responsibility to pay for such services, including the payment of compensation to the Handler under this Agreement, as well as any liability for the actions of the police Dog. Any and all such control, responsibility, and liability for the police Dog will be assumed by the Handler on the day of the purchase.

8. For purposes of this section, the date upon which the police Dog is first put into active duty with its Hander shall be the date from which the expected years of service of the police Dog shall commence.

9. The handler is authorized to drive a marked police car, equipped with a canine cage, between home and work. In addition to other City or Department policies regarding use of vehicles, the following provisions apply:

   a) Vehicle shall be used for official City business only. When commuting, the handler shall not deviate from a direct path between home and work or stop enroute for personal business.

   b) Handler must have his valid driver license and department ID in his possession when operating the vehicle. (The Police Department uniform will be considered department ID.)

   c) Only law enforcement personnel will operate the vehicle.

   d) When handler is on vacation or other leave, or is on a trip away from home, the City vehicle must be left at the Police Department.

   e) When commuting, the handler will not engage in law enforcement activity when outside the St. Helena City limits, unless requested to assist another agency. It is appropriate for the handler to use the police radio to advise another jurisdiction of observed criminal violations.

      1) This subsection does not apply should the handler witness a felony or serious incident where a person's safety is at risk. As soon as practical, the handler shall notify the agency of jurisdiction.

10. CITY will compensate EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the California prevailing minimum wage at the overtime rate of time and a half. As of January 1, 2025~~2~~, the minimum wage is $16~~5~~.0~~5~~0 per hour which equals $~~22.50~~24.75 per hour at time and a half. At this rate, the EMPLOYEE will be paid $2~~4~~2.7~~5~~0 per hour times 365 (days in the year) divided by the number of paychecks in the year (24), excluding the 3rd paycheck of the month which occurs twice annually. This rate calculates to $376~~42~~.41~~9~~ per paycheck.

    As the prevailing minimum wage is adjusted, the same calculations shown above will be used to determine the new pay per paycheck.

ARTICLE 12
EDUCATIONAL REIMBURSEMENT

Each employee is eligible for reimbursement for up to a maximum of $300.00 during any fiscal year for tuition and fees for Spanish language classes at Napa Valley College (or approved equivalent institution) that will aid the employee in the performance of his or her duties. Reimbursement will be paid upon obtaining a passing grade or a certificate of completion. These classes are scheduled on the employees own time and are not considered on-duty hours.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to $~~31~~,0500 per fiscal year ~~for expenses incurred~~ for the cost of books and tuition incurred for which the employee earns college credits for classes taken in pursuit of an academic degree from an accredited college or university, which would promote professional development within City of St. Helena employment. The program is voluntary.

Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.

~~education for which the employee earns college credits from an accredited college, which would promote professional development. The program is voluntary.~~

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ARTICLE 13
SICK LEAVE

13.1 Accrual. Sick leave with pay shall accrue to employees in the classified service at the rate of one work day for every calendar month of service, with no limit to accumulated time.

13.2 Administration. An employee who must absent himself/herself from work shall notify his/her immediate superior or department head at least two hours prior to the beginning of his/her shift, unless circumstances of the illness prevents such advance notice, but in no case later than the start of the his/her tour of duty and may be required to provide a physician's certificate for absence due to illnesses of more than three working days or at the request of the department head. Any employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine the state of the employee's health.

13.3 Reasons for Granting. Sick leave shall be granted to eligible employees in the following cases:

A. Personal illness or incapacity resulting from causes beyond the employee's control;

B. Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse, or child) and of sufficient nature to require his or her personal care and attention and only until other adequate arrangements can be made.

C. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.

13.4 Sick Leave Abuse. When it is determined by investigation that sufficient evidence exists to demonstrate an employee has or is abusing the sick leave privilege, the Department Head, upon approval by the City Manager, may suspend that employee's use of the sick leave benefit for such period of time as is determined necessary to deter future abuse, which may be in addition to any other disciplinary action that may be appropriate.

13.5 All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility shall be restored to him/her in whole by the City Manager upon re-employment.

13.6 Employees who are on authorized vacation or holiday leave and become ill, or are otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided satisfactory evidence is presented to the City Manager indicating the total number of days to be so charged.

13.7 Sick Leave Accrual Incentive.

A. Upon separation in good standing from employment with ten years of service to the City, the City will pay an employee for unused sick leave in the following amount: the total number of hours of sick leave accumulated, multiplied by the hourly rate of pay of the employee at the time of separation, divided by two.

B. Retiring employees have the option that the number of hours of accumulated sick leave times the hourly rate of the employee at the time of retirement may be applied towards health insurance premiums until such amount is depleted. Insurance premiums paid under this provision may apply towards any health or dental insurance policy normally available to employees, subject to any limitations imposed by the insurance company. Such policies may include coverage of dependents of the employee.

C. Effective July 1, 2020, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1,

2020. No new sick leave hours will be eligible for the conversation or payout benefits described in Section 13.7 of the MOU beginning July 1, 2020. Those employees who have accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed in a separate bank and will be permitted to convert them in accordance with the provisions of Section 13.7.

ARTICLE 14
VACATION LEAVE

14.1 Eligibility. Employees shall be entitled to annual full or prorated vacation leave with pay except employees who have served less than six months in the service of the City.

14.2 Earning and Accrual Rates. Vacation shall be earned and accrued by regular employees at the following rates:

A. Full time Sworn Officers shall earn and accrue vacation at the rate of no less than fifteen days per year; non-sworn full time Police Officer Trainee, Dispatchers, Records Supervisor, and Property & Evidence Technician~~Community Service Officers~~ shall earn and accrue vacation at the rate of no less than ten days per year.

B. After six years of continuous employment, Sworn Officers, Dispatchers, Records Supervisor, and Property & Evidence Technician~~Community Service Officer~~ will earn and accrue vacation at the rate of sixteen days per year, and the rate of earning and accrual shall increase after each additional full year of employment to a maximum accrual rate of twenty days per year.

14.3 Vacation may be taken the first day following the completion of six months service but not in units of less than two hours.

14.4 If operating necessities are such that an employee cannot take all of her or his accrued vacation within an accrual year, the balance may be carried forward to the next year, however, the maximum accumulation of vacation leave shall be 45 days. For purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.

14.5 Employees separated from City service shall be paid a lump sum for all vacation accrued prior to separation.

14.6 Effective July 1, 2017, every permanent employee shall be allowed to cash out up to 40 hours of accrued vacation leave per calendar year provided the employee maintains a minimum of 80 hours in his/her vacation leave bank. Eligible employees may cash out vacation leave pursuant to this subsection once per year by submitting a request to the Human Resources Department no later than December 15.

ARTICLE 15
SCHEDULING PAID LEAVE

Vacation and holiday time off shall be scheduled by seniority choice. A "time off request sheet" (includes holiday and vacation credit) shall be posted in December of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied. Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. "Bumping" is not permitted without the consent of the affected employee. Requests for vacation or other time off on the actual day of the following holidays (New Year's Eve, New Year's Day, MLK Day, President's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, Christmas Day) will only be approved if the vacancy does not require another employee to involuntarily cover the shift and will be treated like requests for Compensatory Time Off detailed in section 7.5. The above identified holidays collectively do not coincide with City-paid and designated holidays and are not associated with the holiday compensation set forth in Article 16 below.

ARTICLE 16
HOLIDAYS

16.1 In lieu of holiday time off, employees normally required to work holidays shall receive additional holiday compensation on a prorated basis on each paycheck, for a total of twenty-six (26) paychecks annually, for the hours of twelve (12) recognized city holidays. Member's compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation.

16.2 Holiday accrual: Full time employees 3.69 hours per pay period.

Part time (3/4 time) employees 2.77 hours per pay period.

One Floating Holiday - Unspecified Personal Convenience Holiday

Three Additional Floating Holidays - Employees continuously employed by the City for at least five years shall be granted three additional Unspecified Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue.

16.3 Non-shift employees who are not normally required to work holidays, shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday the preceding Friday shall be observed. When a holiday falls on a Sunday, the following

Monday shall be observed. City-paid and designated holidays to be taken off are enumerated in the City's Employee Handbook under Rule 9, Section 9.1 "Holidays."

ARTICLE 17
BEREAVEMENT LEAVE

Employees shall be allowed a leave of absence on full pay, for up to seven calendar days when the absence is due to a death in the immediate family. Those in the immediate family are: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 18
MATERNITY LEAVE

The City Manager may grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Such request shall be accompanied by a recommendation and explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. Employee benefits will continue to be paid by the City during approved short-term leave.

ARTICLE 19
JURY LEAVE

19.1 Employees called as trial jurors shall be entitled to absent themselves from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received for jury service, except travel pay.

19.2 Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If such employee is released from jury duty after serving less than their shift hours, inclusive of meal and driving time, such employee may be required to report to the Police Department to serve the remainder of their shift. Employees may also use vacation or CTO to complete the remainder of the shift. Such shift assignment may be made by the Chief of Police in due consideration of operational need and circumstances.

ARTICLE 20
ADMINISTRATIVE LEAVE

An employee who is determined to be disabled and unable to perform his or her normal duties may, at the discretion of the City Manager, be assigned to be on Administrative Leave. During such Administrative Leave, the employee may be assigned to have "normal" work hours of 9:00 a.m. to 5:00 p.m. and days off of Saturday and Sunday. If any fixed holidays occur during the time of disability, the employee will be assumed to be "off on holiday" and will not receive additional pay for the holiday. During the period of assignment to Administrative Leave, the employee may be required to testify in court or perform other functions the employee is capable of performing.

ARTICLE 21
HEALTH AND WELFARE INSURANCE AND BENEFITS

21.1 Health Insurance:

A. The City will pay for health insurance coverage for the employee and all dependents. Employees hired prior to July 1, 1990 who have no dependents will receive a salary supplement of $65 per month in lieu of the dependent coverage. It is the City's intent that during the term of this MOU, medical benefits shall remain at the current level.

B. Effective July 1, 2005, deductible rates for employees were changed to lower the increases in health costs.

C. In the event City's health insurance premiums increase more than five percent (5%) on July 1 of any given year, the city can amend the health plan to the next higher deductible tier to offset costs. In the event the health insurance premiums increase more than fifteen percent (15%) after deductibles have been amended, the members agree to split the cost increase 75%/25%, with the employee paying 25%.

D. In order to bring employees in this bargaining unit to parity with other City employees in terms of the applicable deductibles in health plans offered, effective July 1, 2017, the City will change the Anthem health insurance plan provided to employees from the $500 deductible plan to the $250 deductible plan. The City may make future changes in deductibles to this and other plans as specified in Section 21.1(C).

21.2 Dental Insurance: The City will pay for each employee the full premium for Dental Insurance Benefits covering the employee and all dependent family members.

21.3 Life Insurance: The City will pay for each employee the full premium for term life insurance in the amount of $25,000. The employee will have the option to purchase additional insurance up to an additional ~~$20,000~~$30,000 or more if allowed by the insurance vendor.

21.4 Disability Insurance: The City will pay for each employee the full premium for a disability insurance plan covering the employee.

21.5 Effective July 1, 2017 subject to REMIF approval, the City will obtain and pay the full premium for a REMIF vision plan for all full-time employees and their dependent family members.

21.6 Physical Fitness: During shifts when staffing is available and at the discretion of the Chief of Police or on-duty supervisor, officers, Supervisors and Non-sworn Staff shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour and is only during lunch breaks

ARTICLE 22
UNIFORM ALLOWANCE

22.1 Employees shall receive an annual uniform allowance as follows:

Sworn Personnel	$1,250.00
Police Officer Trainee, Dispatcher, Records Supervisor, ~~and~~ Property & Evidence Technician~~CSO Personnel~~	$1,000.00

22.2 The Uniform Allowance will be paid out proportionately with each of the twenty-six (26) paychecks~~.~~.

22.3 Officers assigned to motorcycle duties shall be issued:

1) 1 pair of Police motorcycle boots
2) 2 pairs of Police motorcycle pants
3) 1 Police motorcycle leather jacket
4) 2 sets of riding gloves (1 cold weather and 1 warm set)
5) Protective eyeglasses (not to exceed $150.00)

22.4 Officers assigned by the Chief of Police to bicycle patrol shall be issued appropriate safety equipment to include:

1) Gloves
2) Helmet
3) Padded shorts
4) Padded Pants
5) Protective Eyeglasses
6) Pedal retention devices
7) Inclement weather clothing.

Officers assigned to bicycle patrol must agree to a regular assignment of bicycle duty prior to appointment to this position.

ARTICLE 23
LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three months. No such leave shall be granted except upon written request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department heads may grant a permanent or probationary employee leave of absence without pay for time not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer.

ARTICLE 24
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24.1 Sworn Personnel

24.1.1 The City shall enroll all eligible sworn employees in a retirement plan provided by the Public Employees' Retirement System that conforms to the State Required PEPRA laws. Employees hired into a PERS retirement system before January 1, 2013 will be considered "Classic" employees. Employees hired into

a PERS retirement system, for the first time, or after a six-month separation, on January 1, 2013 or after will be considered "New" employees.

24.1.2 "Classic" employees' retirement benefits will be computed at three percent of salary for each year of service, for retirement at age fifty, supplemental to Social Security, and based on the single highest year's salary.

a. Member Contributions – Employees covered by section 24.1.2 shall continue to pay, through payroll deduction, the full 9.0% member contribution rate.

24.1.3 "New" employees' retirement benefits will be computed at 2.7 percent of salary for each year of service, for retirement at age fifty-seven, supplemental to Social Security, and based on a three-year average (of the three highest years of salary).

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.1.3 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

24.2 Non-Sworn Personnel

24.2.1 The City will enroll non-sworn employees in a retirement plan provided by the Public Employees' Retirement System with the same benefits provided to miscellaneous employees of the City.

24.2.2 "Classic" Tier One employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age fifty-five, supplemental to Social Security, and based on the highest twelve (12) consecutive month period as specified by Government Code Section 20042.

a. Member Contributions – Employees covered by section 24.2.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.3 "Classic" Tier Two employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

a. Section 24.2.3 shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, Section 24.2.3 shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as

stated in Government Code Section 7522.02 (c) and related CalPERS reciprocity (Classic Member) requirements.

b. Member Contributions – Employees covered by section 24.2.3 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.4 "New" employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty-two, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.2.4 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

ARTICLE 25
DEFERRED COMPENSATION (457) & RETIREMENT HEALTH SAVINGS (RHS) PLANS~~PLAN~~

25.1 The City offers a D~~d~~eferred C~~c~~ompensation P~~p~~lan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed seventy-five dollars ($75.00) per month. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

25.2 The City agrees to establish a Retirement Health Savings Plan through MissionSquare. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

ARTICLE 26
RETIREE SERVICE WEAPON PURCHASE OPTION

It is the intent of the City to allow ~~R~~retiring sworn employees of the City who qualify for the issuance of a retiree identification card endorsed for concealed carry per Department Policy 220 to purchase their City-issued service weapon (handgun) at the determined fair market value at time of retirement. The transfer of the firearm shall take place through a licensed firearms dealer and all costs related to the transfer of the firearm will be the responsibility of the retiree. A Department Policy will be required to effectuate this provision and the Association and City agree to meet and confer over the specific language for implementation.

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ARTICLE 2765
SHIFT SWAPS

The practice of shift swaps and absence without relief will be permitted, subject in each instance to the approval of the Police Chief or his designated representative. Shift swaps shall be rank for rank, exceptions permitted only by the Police Chief, and absence without relief shall be without pay.

ARTICLE 2876
DISCIPLINARY ACTION

26.1 Disciplinary Authority

A. The Chief of Police shall have the right, for reasonable cause, to reprimand or suspend without pay for up to and including three (3) calendar days any regular employee.

B. The City Manager shall have the right, for reasonable cause and for any regular employee to:

1. demote,
2. dismiss,
3. reduce in pay, or
4. suspend without pay for up to thirty (30) calendar days.

26.2 Discipline Procedure

C. An authorized departmental manager or supervisor proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges in writing to the Chief of Police or his designee within seven (7) calendar days of receipt of notification. Failure of the employee to make a written response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the responsible authority in reaching his/her decision to propose the action.

D. The City Manager will hear employee's responses on all contemplated disciplinary actions which propose a penalty more severe than a three-day suspension

without pay. The Chief of Police will hear those responses where less severe discipline is proposed.

E. If the employee elects to respond in person, a meeting shall be scheduled with the City Manager or Chief of Police, whichever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

F. If after the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

G. The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

H. The provisions of the Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

26.3 Appeal

I. Right of Appeal: When formal disciplinary action has been taken by the City Manager or Chief of Police and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

J. Appeal Procedure: A regular employee who has been demoted, dismissed, reduced in pay or significantly suspended without pay (excess of one day), may appeal to the City Council within fourteen (14) calendar days after having been furnished a copy of the notice of discipline by filing a written answer to charges and requesting a hearing with an impartial arbitrator thereon. Upon receipt by the City Council of the request for a hearing with an arbitrator, the City Council will initiate the hearing procedure.

K. Hearing Procedure:

1. Appointment of Arbitrator

a) The parties to the selection of the arbitrator shall be the City and the employee, who may be represented by the Association, by independent counsel or by him or herself.

b) An arbitrator shall be selected jointly by the parties within fourteen calendar days of receipt by the City Manager of the request for such arbitration from the employee.

c) In the event the parties are unable to agree on an arbitrator within the fourteen day period, the City shall solicit from the State of California Mediation / Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrator's names from the list until one arbitrator remains.

d) If the arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated, unless the parties can otherwise mutually agree on an arbitrator.

e) The cost of the impartial arbitrator will be shared, with one-half being paid by the City and one-half being paid by the Association or the individual employee.

2. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.

3. The hearing shall be conducted in the manner most conducive to determination of the truth, and the arbitrator shall not be bound by technical rules of evidence.

4. The arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. The arbitrator shall base his/her finding on the preponderance of evidence.

5. Each side will be permitted an opening statement and closing argument. The City shall first present their witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.

6. A court reporter will be retained by the City to take a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay the necessary costs.

7. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

8. Both the City and the employee may be represented by legal counsel.

9. The arbitrator shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The arbitrator may consider the records of any relevant prior disciplinary actions against the employee which are final.

10. The arbitrator may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to him/her reaching a fair and proper decision.

11. The arbitrator shall prepare a recommended decision and forward it to the City Council after the matter of appeal was taken under submission by the arbitrator. The recommended decision shall set forth which charges the arbitrator sustains or does not sustain and the reasons therefore.

12. After receiving the recommendation of the arbitrator, the City Council may sustain or reject any or all of the charges filed against the employee. The City Council may sustain, reject or modify disciplinary action invoked against the employee.

ARTICLE 2~~987~~
LAYOFF PROCEDURE

27.1 In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. The order of layoff shall be:

a) Part-time and temporary employees in the affected classification shall be separated first.

b) Probationary employees in the affected classification shall be separated next.

c) Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.

27.2 An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is a position in which the

employee formerly held permanent status. The employee must exercise his or her displacement rights in writing within five (5) working days from receipt of layoff notification.

27.3 When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.

27.4 Should there be a vacancy in the classification from which an employee was laid off within twelve (12) months, the employee shall be eligible for reinstatement. Reinstatement shall be in the reverse order of layoff.

ARTICLE 30~~29~~8
SEPARABILITY

Notwithstanding any provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles or Subsections thereof affected. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 31~~0~~29
TERM

The term of this agreement shall commence on its ratification by the City and the Association and expire on June 30, 2026~~5~~.

APPROVALS

This Memorandum Of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA POLICE OFFICERS' ASSOCIATION

Joe Higby, Labor Negotiator

_____

~~Melissa Brown~~Iris Solana, President

_____

Randall Stephenson, Vice President

CITY OF ST. HELENA

_____

Anil Comelo~~James McCann~~, ~~Interim~~ City Manager

ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA POLICE OFFICERS' ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

July 1, 2025 – June 30, 2026

ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Police Officers' Association, hereinafter referred to as "Association," pursuant to California Government Code Section 3500 et seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2
RECOGNITION

2.1 The City of St. Helena recognizes the Association as the recognized and exclusive representative for the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, Records Supervisor, Property & Evidence Technician, and Police Officer Trainee.

2.2 This recognition is exclusive of (1) management employee, (2) temporary employees and (3) part-time employees.

2.3 (a) The term "Peace Officer" is defined as any member who is full-time sworn personnel per 830.1 PC.

(b) The term "Dispatcher" is defined as any member who is a full-time Dispatcher, Records Supervisor, and/or Property & Evidence Technician.

(c) The term “Police Officer Trainee” is defined as any member who is a full-time non-sworn police trainee.

ARTICLE 3
ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

3.1 Reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of this MOU.

3.2 Reasonable use of one bulletin board at the Police Department.

3.3 The right to payroll deductions made for payment of Association dues and for City-approved programs.

3.4 The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

3.5 The use of City facilities for regular, normal and lawful Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3.6 Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the Police department or with established safety or security requirements.

ARTICLE 4
CITY RIGHTS

To insure that the City is able to carry out its constitutional and statutory functions and responsibilities, the City retains its rights, including but not limited to the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work in accord with past practice; to expand or diminish services; to subcontract any work or operations in accord with its past practice as necessary to maintain public safety; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Grievance Defined: A grievance is a formal allegation by a member of the Association who has been adversely affected by an alleged violation of the specific provisions of the MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

5.2 Procedure:

Step 1: Informal Discussion. Within ten (10) calendar days of the occurrence of an act in dispute, an employee shall discuss it with his or her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, she or he may proceed to the next step.

Step 2: Department Head's Determination. Any dispute not resolved at Step 1 may be submitted to the Police Chief or his designee in writing within ten (10) calendar days after the supervisor's response citing the specific provision of this Agreement in dispute. A copy shall be provided to the immediate supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee by the Police Chief or his designee who shall attempt to resolve the matter. The Police Chief or his designee shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 3: City Manager Review. Any dispute not resolved at Step 2 may be submitted in writing, with copies of Step 2 response, within five (5) calendar days after the Police Chiefs or his designee's response, to the City Manager. In the event that a dispute is referred to the City Manager, he or she shall schedule a meeting within five (5) calendar days with the employee to discuss the matter. After consideration of the facts, the City Manager shall give his or her written decision to the employee within five (5) calendar days after the meeting.

Step 4: City Council Review. If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options:

1. Refuse to hear the appeal, or
2. Make a decision on the documentation submitted, or
3. Hold a hearing after which they shall make a decision. The decision of the City Council shall be final.

ARTICLE 6
HOURS OF WORK

6.1 Workweek. The workweek for full-time personnel will be defined by the FLSA public safety definition. The City and the POA recognize this to mean employees will work 160 hours in a 28-day period. The current schedule is a 12-hour shift schedule. Other schedules may be implemented should this need occur. The City will explore with the POA alternative schedules to meet the operating needs of the department.

6.2 Shift Change Notification. The Department shall make every effort to maintain the employee's scheduled days off on a consistent basis during the posted four (4) month rotation period. Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

6.3 Mealtimes. Mealtime for shift employees and non-shift employees is thirty (30) minutes.

6.4 Mealtime Call-Out for Shift Employees. Shift personnel receive mealtime as paid time and shall be subject to call-out during the mealtime.

6.5 Rest Periods. Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as meal time.

6.6 Missed Rest Periods and Mealtimes. For shift employees, since mealtime and rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

6.7 Definition of Shift Employees. Shift employees are those assigned to positions, the duties of which are performed on a 24-hour a day, 7-day a week basis, and include Police Officer, Police Corporal Police Sergeant, Property & Evidence Technician, Records Supervisor, Dispatcher and Police Officer Trainee.

6.8 Graveyard Shift. Effective the first full pay period in July 2023, shift employees assigned to work the graveyard shift (6:00 p.m. to 6:00 a.m.) will receive shift differential pay in the amount of two (2) percent of base pay for assignment to the “graveyard” shift.

6.9 The City shall maintain the “two on-two off’ system during shift rotations to the best of the City’s ability and based on available staffing. This article shall be open to meet and confer.

ARTICLE 7
OVERTIME

7.1 Hours Paid. Employees will be paid regular pay for working their regular assigned hours. Employees will be paid overtime at the rate of time and one-half for all hours worked in excess of their regular scheduled hours on a given day or for hours worked in excess of FLSA standards for public safety employees. An example of this would include an employee that is regularly assigned to a 12-hour shift would be paid overtime should their workday exceed 12 hours. Employees assigned on a 3/4 time basis or employees assigned to an 8-hour day will be paid overtime should their workday exceed 8 hours.

7.2 Overtime

A. Regular Overtime Rate. Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., longevity, special duty, educational compensation).

B. Minimum Units of Overtime. Overtime is recorded and paid on the basis of fifteen (15) minute increments (rounded up or down) to the nearest fifteen (15) minute increment. As an example, working seven (7) minutes beyond/before a shift would equal no paid overtime, while working eight (8) minutes beyond/before a shift would equal fifteen (15) minutes of overtime paid to that employee.

7.3 Hours Worked. Holidays, vacation, compensatory time off and sick leave shall constitute hours worked for the purposes of computing overtime.

7.4 Compensatory Time Off. Notwithstanding the provisions of this section, police employees may be granted compensatory time off for overtime credit, at the discretion of the Police Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.

7.5 Scheduling Compensatory Time Off. Requests to use compensatory time off shall be granted with due regard for operational necessity, such as staffing levels. Employees requesting CTO will submit a request to the scheduling supervisor. If granting the CTO request creates the need for coverage, a sign-up will be posted, if no employee signs up to work 72 hours prior to the requested leave, the CTO request will be denied.

7.6 Department Meetings. All department meetings called by the Chief attended by police employees on off-duty time shall be paid overtime at the rate of time and one-half.

7.7 Call Back Pay. Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 +1/2) of the employee's

regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.

7.8 Court Time Pay. Employees who are subpoenaed to appear in court, at a time when they are not working, about events arising out of their employment, shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay. If such court appearance neither begins nor ends contiguous to the employee's scheduled shift, the employee will be compensated for a minimum of three (3) hours for each required appearance. Employees who have been subpoenaed to appear, and are cancelled from such appearance with less than forty-eight (48) hours notice, shall receive two (2) hours pay at their overtime rate.

7.9 Vacation Call Back. An employee called in to work during their regularly scheduled vacation period shall be compensated at a rate of one and one-half (1+ ½) times their regular rate of pay for all time worked.

7.10 Double-back Pay. When an employee is required to work two scheduled shifts within any twenty-four hour period, the first two hours of the second shift period worked will be at the overtime rate, provided that this provision shall not apply in any situation when the scheduling was done for the convenience of the employee or as a result of a "shift swap."

7.11 Training Travel.

A. Employees assigned to training will have their normal work hours adjusted to reflect work hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. The first and last day of class will reflect a ten-hour workday (1/2 hour travel each direction and one hour for lunch are not compensated.) If the first or last day of training is less than ten hours, the employee shall have the option of completing the workday at SHPD, or taking compensatory time off. Travel time is considered portal to portal.

B. If travel to a training site occurs during non-normal working hours, or on a scheduled day off, the employee shall be compensated at time and one half (1 + ½).

C. Employees will not be compensated for travel to pick-up or drop off a City vehicle.

D. Subsistence reimbursement will be according to P.O.S.T. guidelines, however the reimbursement for approved meals during offsite training will be governed by the City's Administrative Policy "Training & Travel" (P-FI-0023) and in no circumstances be less than $15 for breakfast, $25 for lunch and $35 for dinner. No receipts are required. If a motel room is unavailable at the P.O.S.T. rate, the difference will be reimbursed based upon receipts, single occupancy, government rates. Lodging will not be reimbursed for the night prior to start of

training, if training is within a 30-mile radius of point of departure. (refer map, Appendix D)

ARTICLE 8
SALARY

8.1 Effective July 1, 2025, all bargaining unit members shall receive a Cost of Living (COLA) increase of three (3) percent.

ARTICLE 9
INCENTIVE PAY

9.1 Additional monthly salary compensation shall be received by an employee attaining POST Certificates, as follows:

POST Intermediate Certificate	$100.00
POST Advanced Certificate	$200.00
POST Records Supervisor Certificate	$100.00

Effective the first full per period in July 2024, additional monthly salary received by an employee attaining POST Certificates shall be as follows:

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

9.2 Employees who are fluent in both English and Spanish, both verbal and written, will receive incentive pay in the amount of five (5) percent oftheir base salary. Fluency is determined through an interview and written examples that demonstrate this skill. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

9.3 Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of additional $150.00 per month. Competency at this level is determined through a demonstration of this skill to a community panel as selected by the Chief of Police. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

ARTICLE 10
LONGEVITY

Longevity pay shall be granted to any permanent employee on their fifth anniversary of continuous employment at the rate of two and one-half (2 ½) percent of present salary. At their tenth anniversary, the percentage increment shall be five (5) percent; at the fifteenth-year anniversary, the percentage increment shall be seven and one-half (7 ½) percent; at the twentieth year anniversary and thereafter, the increment shall be ten (10) percent.

ARTICLE 11
SPECIAL ASSIGNMENT

11.1 An officer, while assigned to the position of Motorcycle Officer, Range Master or Reserve Coordinator with at least six (6) regularly working reserve officers under supervision, shall receive additional compensation of $200.00 per month. This shall be part of the regular pay.

11.2 Officers or Dispatchers assigned as a Field Training Officer or Communication Training Officer shall receive an additional seven (7) percent of their daily salary, per day, while assigned to the trainee.

11.4 Officers working special duty for film making or similar work, which work is paid for by a film production company or similar enterprise, shall be paid for a minimum of four hours at the regular overtime rate.

11.5 Officers, while assigned to the Investigator position, School Resource Officer, or K-9 Handler shall receive an additional compensation of three (3) percent of base salary when acting as an Investigator, School Resource Officer, or K-9 Handler.

11.6 Police service dog handler is paid for through the Citizens' Option for Public Safety (COPS). This program continues as long as funds from this program is available.

1. A Police service Dog handler ("Handler") who is regularly assigned the responsibility for the care, shelter and feeding of a police Dog shall be indemnified by the CITY for all such costs. Expenses related to the care, shelter and feeding of a police Dog include the following: medical costs, veterinarian costs, food, construction and maintenance of a shelter, and kennel costs during the Handler's vacation.

2. Handler shall be compensated in accordance with the POA Memorandum of Understanding for attendance at monthly training sessions related to their assigned police Dog.

3. All expenses provided for by the CITY under Section 1 shall be pre-approved by the Chief of Police or his designate before such reimbursement will be granted to the Handler, and the Handler shall furnish proof to the satisfaction of the CITY for such expenditure.

4. Handlers shall be of the Police Officer rank. The assignment shall be voluntary. Once accepted for the assignment, the Handler shall remain subject to all Police Department regulations, except as provided herein.

5. The police Dog is the property of the City of St. Helena. The Handler may voluntarily keep the police Dog at their place of residence, subject to recall by the CITY.

6. The Handler is responsible for the care and feeding of the police Dog. If at any time the Handler is unable to use the police Dog because of its poor health, which is due to the Handler's negligence, the Handler may be disciplined, removed from the canine program, and the police Dog removed from the Handler's custody. If at any time the police Dog is forced to be retired from police service because of its poor health, which is due to the Handler's negligence, the CITY may seek damages from the Handler for the lost value of the remaining years, or fraction thereof, of expected service of the police Dog. The damages to which the CITY will be entitled to is the sum of $10,344.00. Multiplied by a fraction, the numerator of which is the remaining years or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is expected years of service of a police Dog.

7. Upon termination of employment with the CITY or participation in the canine program, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY. The purchase price shall be the sum of $10,344.00, multiplied by a fraction, the numerator of which is the remaining years, or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is, the expected years of service of the police Dog. When the police Dog is retired from service due to age, health or injury, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY for $1.00. Upon purchase of a police Dog by the Handler, the CITY thereby relinquishes all control over the care, feeding and maintenance of the police Dog and any responsibility to pay for such services, including the payment of compensation to the Handler under this Agreement, as well as any liability for the actions of the police Dog. Any and all such control, responsibility, and liability for the police Dog will be assumed by the Handler on the day of the purchase.

8. For purposes of this section, the date upon which the police Dog is first put into active duty with its Hander shall be the date from which the expected years of service of the police Dog shall commence.

9. The handler is authorized to drive a marked police car, equipped with a canine cage, between home and work. In addition to other City or Department policies regarding use of vehicles, the following provisions apply:

   a) Vehicle shall be used for official City business only. When commuting, the handler shall not deviate from a direct path between home and work or stop enroute for personal business.

   b) Handler must have his valid driver license and department ID in his possession when operating the vehicle. (The Police Department uniform will be considered department ID.)

   c) Only law enforcement personnel will operate the vehicle.

   d) When handler is on vacation or other leave, or is on a trip away from home, the City vehicle must be left at the Police Department.

   e) When commuting, the handler will not engage in law enforcement activity when outside the St. Helena City limits, unless requested to assist another agency. It is appropriate for the handler to use the police radio to advise another jurisdiction of observed criminal violations.

      1) This subsection does not apply should the handler witness a felony or serious incident where a person's safety is at risk. As soon as practical, the handler shall notify the agency of jurisdiction.

10. CITY will compensate EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the California prevailing minimum wage at the overtime rate of time and a half. As of January 1, 2025, the minimum wage is $16.50 per hour which equals $24.75 per hour at time and a half. At this rate, the EMPLOYEE will be paid $24.75 per hour times 365 (days in the year) divided by the number of paychecks in the year (24), excluding the 3rd paycheck of the month which occurs twice annually. This rate calculates to $376.41 per paycheck.

    As the prevailing minimum wage is adjusted, the same calculations shown above will be used to determine the new pay per paycheck.

ARTICLE 12
EDUCATIONAL REIMBURSEMENT

Each employee is eligible for reimbursement for up to a maximum of $300.00 during any fiscal year for tuition and fees for Spanish language classes at Napa Valley College (or approved equivalent institution) that will aid the employee in the performance of his or her duties. Reimbursement will be paid upon obtaining a passing grade or a certificate of completion. These classes are scheduled on the employees own time and are not considered on-duty hours.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to $3,500 per fiscal year for the cost of books and tuition incurred for which the employee earns college credits for classes taken in pursuit of an academic degree from an accredited college or university, which would promote professional development within City of St. Helena employment. The program is voluntary.

Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.

ARTICLE 13
SICK LEAVE

13.1 Accrual. Sick leave with pay shall accrue to employees in the classified service at the rate of one work day for every calendar month of service, with no limit to accumulated time.

13.2 Administration. An employee who must absent himself/herself from work shall notify his/her immediate superior or department head at least two hours prior to the beginning of his/her shift, unless circumstances of the illness prevents such advance notice, but in no case later than the start of the his/her tour of duty and may be required to provide a physician's certificate for absence due to illnesses of more than three working days or at the request of the department head. Any employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine the state of the employee's health.

13.3 Reasons for Granting. Sick leave shall be granted to eligible employees in the following cases:

A. Personal illness or incapacity resulting from causes beyond the employee's control;

B. Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse, or child) and of sufficient nature to require his or her

personal care and attention and only until other adequate arrangements can be made.

C. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.

13.4 Sick Leave Abuse. When it is determined by investigation that sufficient evidence exists to demonstrate an employee has or is abusing the sick leave privilege, the Department Head, upon approval by the City Manager, may suspend that employee's use of the sick leave benefit for such period of time as is determined necessary to deter future abuse, which may be in addition to any other disciplinary action that may be appropriate.

13.5 All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility shall be restored to him/her in whole by the City Manager upon re-employment.

13.6 Employees who are on authorized vacation or holiday leave and become ill, or are otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided satisfactory evidence is presented to the City Manager indicating the total number of days to be so charged.

13.7 Sick Leave Accrual Incentive.

A. Upon separation in good standing from employment with ten years of service to the City, the City will pay an employee for unused sick leave in the following amount: the total number of hours of sick leave accumulated, multiplied by the hourly rate of pay of the employee at the time of separation, divided by two.

B. Retiring employees have the option that the number of hours of accumulated sick leave times the hourly rate of the employee at the time of retirement may be applied towards health insurance premiums until such amount is depleted. Insurance premiums paid under this provision may apply towards any health or dental insurance policy normally available to employees, subject to any limitations imposed by the insurance company. Such policies may include coverage of dependents of the employee.

C. Effective July 1, 2020, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversation or payout benefits described in Section 13.7 of the MOU beginning July 1, 2020. Those

employees who have accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed in a separate bank and will be permitted to convert them in accordance with the provisions of Section 13.7.

ARTICLE 14
VACATION LEAVE

14.1 Eligibility. Employees shall be entitled to annual full or prorated vacation leave with pay except employees who have served less than six months in the service of the City.

14.2 Earning and Accrual Rates. Vacation shall be earned and accrued by regular employees at the following rates:

A. Full time Sworn Officers shall earn and accrue vacation at the rate of no less than fifteen days per year; non-sworn full time Police Officer Trainee, Dispatchers, Records Supervisor, and Property & Evidence Technician shall earn and accrue vacation at the rate of no less than ten days per year.

B. After six years of continuous employment, Sworn Officers, Dispatchers, Records Supervisor, and Property & Evidence Technician will earn and accrue vacation at the rate of sixteen days per year, and the rate of earning and accrual shall increase after each additional full year of employment to a maximum accrual rate of twenty days per year.

14.3 Vacation may be taken the first day following the completion of six months service but not in units of less than two hours.

14.4 If operating necessities are such that an employee cannot take all of her or his accrued vacation within an accrual year, the balance may be carried forward to the next year, however, the maximum accumulation of vacation leave shall be 45 days. For purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.

14.5 Employees separated from City service shall be paid a lump sum for all vacation accrued prior to separation.

14.6 Effective July 1, 2017, every permanent employee shall be allowed to cash out up to 40 hours of accrued vacation leave per calendar year provided the employee maintains a minimum of 80 hours in his/her vacation leave bank. Eligible employees may cash out vacation leave pursuant to this subsection once per year by submitting a request to the Human Resources Department no later than December 15.

ARTICLE 15
SCHEDULING PAID LEAVE

Vacation and holiday time off shall be scheduled by seniority choice. A "time off request sheet" (includes holiday and vacation credit) shall be posted in December of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied. Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. "Bumping" is not permitted without the consent of the affected employee. Requests for vacation or other time off on the actual day of the following holidays (New Year's Eve, New Year's Day, MLK Day, President's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, Christmas Day) will only be approved if the vacancy does not require another employee to involuntarily cover the shift and will be treated like requests for Compensatory Time Off detailed in section 7.5. The above identified holidays collectively do not coincide with City-paid and designated holidays and are not associated with the holiday compensation set forth in Article 16 below.

ARTICLE 16
HOLIDAYS

16.1 In lieu of holiday time off, employees normally required to work holidays shall receive additional holiday compensation on a prorated basis on each paycheck, for a total of twenty-six (26) paychecks annually, for the hours of twelve (12) recognized city holidays. Member's compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation.

16.2 Holiday accrual: Full time employees 3.69 hours per pay period.

Part time (3/4 time) employees 2.77 hours per pay period.

One Floating Holiday - Unspecified Personal Convenience Holiday

Three Additional Floating Holidays - Employees continuously employed by the City for at least five years shall be granted three additional Unspecified Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue.

16.3 Non-shift employees who are not normally required to work holidays, shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday the preceding Friday shall be observed. When a holiday falls on a Sunday, the following

Monday shall be observed. City-paid and designated holidays to be taken off are enumerated in the City's Employee Handbook under Rule 9, Section 9.1 "Holidays."

ARTICLE 17
BEREAVEMENT LEAVE

Employees shall be allowed a leave of absence on full pay, for up to seven calendar days when the absence is due to a death in the immediate family. Those in the immediate family are: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 18
MATERNITY LEAVE

The City Manager may grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Such request shall be accompanied by a recommendation and explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. Employee benefits will continue to be paid by the City during approved short-term leave.

ARTICLE 19
JURY LEAVE

19.1 Employees called as trial jurors shall be entitled to absent themselves from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received for jury service, except travel pay.

19.2 Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If such employee is released from jury duty after serving less than their shift hours, inclusive of meal and driving time, such employee may be required to report to the Police Department to serve the remainder of their shift. Employees may also use vacation or CTO to complete the remainder of the shift. Such shift assignment may be made by the Chief of Police in due consideration of operational need and circumstances.

ARTICLE 20
ADMINISTRATIVE LEAVE

An employee who is determined to be disabled and unable to perform his or her normal duties may, at the discretion of the City Manager, be assigned to be on Administrative Leave. During such Administrative Leave, the employee may be assigned to have "normal" work hours of 9:00 a.m. to 5:00 p.m. and days off of Saturday and Sunday. If any fixed holidays occur during the time of disability, the employee will be assumed to be "off on holiday" and will not receive additional pay for the holiday. During the period of assignment to Administrative Leave, the employee may be required to testify in court or perform other functions the employee is capable of performing.

ARTICLE 21
HEALTH AND WELFARE INSURANCE AND BENEFITS

21.1 Health Insurance:

A. The City will pay for health insurance coverage for the employee and all dependents. Employees hired prior to July 1, 1990 who have no dependents will receive a salary supplement of $65 per month in lieu of the dependent coverage. It is the City's intent that during the term of this MOU, medical benefits shall remain at the current level.

B. Effective July 1, 2005, deductible rates for employees were changed to lower the increases in health costs.

C. In the event City's health insurance premiums increase more than five percent (5%) on July 1 of any given year, the city can amend the health plan to the next higher deductible tier to offset costs. In the event the health insurance premiums increase more than fifteen percent (15%) after deductibles have been amended, the members agree to split the cost increase 75%/25%, with the employee paying 25%.

D. In order to bring employees in this bargaining unit to parity with other City employees in terms of the applicable deductibles in health plans offered, effective July 1, 2017, the City will change the Anthem health insurance plan provided to employees from the $500 deductible plan to the $250 deductible plan. The City may make future changes in deductibles to this and other plans as specified in Section 21.1(C).

21.2 Dental Insurance: The City will pay for each employee the full premium for Dental Insurance Benefits covering the employee and all dependent family members.

21.3 Life Insurance: The City will pay for each employee the full premium for term life insurance in the amount of $25,000. The employee will have the option to purchase additional insurance up to an additional $30,000 or more if allowed by the insurance vendor.

21.4 Disability Insurance: The City will pay for each employee the full premium for a disability insurance plan covering the employee.

21.5 Effective July 1, 2017 subject to REMIF approval, the City will obtain and pay the full premium for a REMIF vision plan for all full-time employees and their dependent family members.

21.6 Physical Fitness: During shifts when staffing is available and at the discretion of the Chief of Police or on-duty supervisor, officers, Supervisors and Non-sworn Staff shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour and is only during lunch breaks

ARTICLE 22
UNIFORM ALLOWANCE

22.1 Employees shall receive an annual uniform allowance as follows:

Sworn Personnel	$1,250.00
Police Officer Trainee, Dispatcher, Records Supervisor, Property & Evidence Technician	$1,000.00

22.2 The Uniform Allowance will be paid out proportionately with each of the twenty-six (26) paychecks.

22.3 Officers assigned to motorcycle duties shall be issued:

1) 1 pair of Police motorcycle boots

2) 2 pairs of Police motorcycle pants

3) 1 Police motorcycle leather jacket

4) 2 sets of riding gloves (1 cold weather and 1 warm set)

5) Protective eyeglasses (not to exceed $150.00)

22.4 Officers assigned by the Chief of Police to bicycle patrol shall be issued appropriate safety equipment to include:

1) Gloves

2) Helmet

3) Padded shorts

4) Padded Pants

5) Protective Eyeglasses

6) Pedal retention devices

7) Inclement weather clothing.

Officers assigned to bicycle patrol must agree to a regular assignment of bicycle duty prior to appointment to this position.

ARTICLE 23
LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three months. No such leave shall be granted except upon written request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department heads may grant a permanent or probationary employee leave of absence without pay for time not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer.

ARTICLE 24
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24.1 Sworn Personnel

24.1.1 The City shall enroll all eligible sworn employees in a retirement plan provided by the Public Employees' Retirement System that conforms to the State Required PEPRA laws. Employees hired into a PERS retirement system before January 1, 2013 will be considered "Classic" employees. Employees hired into

a PERS retirement system, for the first time, or after a six-month separation, on January 1, 2013 or after will be considered "New" employees.

24.1.2 "Classic" employees' retirement benefits will be computed at three percent of salary for each year of service, for retirement at age fifty, supplemental to Social Security, and based on the single highest year's salary.

a. Member Contributions – Employees covered by section 24.1.2 shall continue to pay, through payroll deduction, the full 9.0% member contribution rate.

24.1.3 "New" employees' retirement benefits will be computed at 2.7 percent of salary for each year of service, for retirement at age fifty-seven, supplemental to Social Security, and based on a three-year average (of the three highest years of salary).

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.1.3 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

24.2 Non-Sworn Personnel

24.2.1 The City will enroll non-sworn employees in a retirement plan provided by the Public Employees' Retirement System with the same benefits provided to miscellaneous employees of the City.

24.2.2 "Classic" Tier One employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age fifty-five, supplemental to Social Security, and based on the highest twelve (12) consecutive month period as specified by Government Code Section 20042.

a. Member Contributions – Employees covered by section 24.2.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.3 "Classic" Tier Two employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

a. Section 24.2.3 shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, Section 24.2.3 shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as

stated in Government Code Section 7522.02 (c) and related CalPERS reciprocity (Classic Member) requirements.

b. Member Contributions – Employees covered by section 24.2.3 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.4 "New" employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty-two, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.2.4 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

ARTICLE 25
DEFERRED COMPENSATION (457) & RETIREMENT HEALTH SAVINGS (RHS) PLANS

25.1 The City offers a Deferred Compensation Plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed seventy-five dollars ($75.00) per month. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

25.2 The City agrees to establish a Retirement Health Savings Plan through MissionSquare. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

ARTICLE 26
RETIREE SERVICE WEAPON PURCHASE OPTION

It is the intent of the City to allow retiring sworn employees of the City who qualify for the issuance of a retiree identification card endorsed for concealed carry per Department Policy 220 to purchase their City-issued service weapon (handgun) at the determined fair market value at time of retirement. The transfer of the firearm shall take place through a licensed firearms dealer and all costs related to the transfer of the firearm will be the responsibility of the retiree. A Department Policy will be required to effectuate this provision and the Association and City agree to meet and confer over the specific language for implementation.

ARTICLE 27
SHIFT SWAPS

The practice of shift swaps and absence without relief will be permitted, subject in each instance to the approval of the Police Chief or his designated representative. Shift swaps shall be rank for rank, exceptions permitted only by the Police Chief, and absence without relief shall be without pay.

ARTICLE 28
DISCIPLINARY ACTION

26.1 Disciplinary Authority

A. The Chief of Police shall have the right, for reasonable cause, to reprimand or suspend without pay for up to and including three (3) calendar days any regular employee.

B. The City Manager shall have the right, for reasonable cause and for any regular employee to:

1. demote,
2. dismiss,
3. reduce in pay, or
4. suspend without pay for up to thirty (30) calendar days.

26.2 Discipline Procedure

C. An authorized departmental manager or supervisor proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges in writing to the Chief of Police or his designee within seven (7) calendar days of receipt of notification. Failure of the employee to make a written response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the responsible authority in reaching his/her decision to propose the action.

D. The City Manager will hear employee's responses on all contemplated disciplinary actions which propose a penalty more severe than a three-day suspension without

pay. The Chief of Police will hear those responses where less severe discipline is proposed.

E. If the employee elects to respond in person, a meeting shall be scheduled with the City Manager or Chief of Police, whichever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

F. If after the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

G. The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

H. The provisions of the Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

26.3 Appeal

I. Right of Appeal: When formal disciplinary action has been taken by the City Manager or Chief of Police and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

J. Appeal Procedure: A regular employee who has been demoted, dismissed, reduced in pay or significantly suspended without pay (excess of one day), may appeal to the City Council within fourteen (14) calendar days after having been furnished a copy of the notice of discipline by filing a written answer to charges and requesting a hearing with an impartial arbitrator thereon. Upon receipt by the City Council of the request for a hearing with an arbitrator, the City Council will initiate the hearing procedure.

K. Hearing Procedure:

1. Appointment of Arbitrator

a) The parties to the selection of the arbitrator shall be the City and the employee, who may be represented by the Association, by independent counsel or by him or herself.

b) An arbitrator shall be selected jointly by the parties within fourteen calendar days of receipt by the City Manager of the request for such arbitration from the employee.

c) In the event the parties are unable to agree on an arbitrator within the fourteen day period, the City shall solicit from the State of California Mediation / Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrator's names from the list until one arbitrator remains.

d) If the arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated, unless the parties can otherwise mutually agree on an arbitrator.

e) The cost of the impartial arbitrator will be shared, with one-half being paid by the City and one-half being paid by the Association or the individual employee.

2. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.

3. The hearing shall be conducted in the manner most conducive to determination of the truth, and the arbitrator shall not be bound by technical rules of evidence.

4. The arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. The arbitrator shall base his/her finding on the preponderance of evidence.

5. Each side will be permitted an opening statement and closing argument. The City shall first present their witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.

6. A court reporter will be retained by the City to take a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay the necessary costs.

7. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

8. Both the City and the employee may be represented by legal counsel.

9. The arbitrator shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The arbitrator may consider the records of any relevant prior disciplinary actions against the employee which are final.

10. The arbitrator may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to him/her reaching a fair and proper decision.

11. The arbitrator shall prepare a recommended decision and forward it to the City Council after the matter of appeal was taken under submission by the arbitrator. The recommended decision shall set forth which charges the arbitrator sustains or does not sustain and the reasons therefore.

12. After receiving the recommendation of the arbitrator, the City Council may sustain or reject any or all of the charges filed against the employee. The City Council may sustain, reject or modify disciplinary action invoked against the employee.

ARTICLE 29
LAYOFF PROCEDURE

27.1 In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. The order of layoff shall be:

a) Part-time and temporary employees in the affected classification shall be separated first.

b) Probationary employees in the affected classification shall be separated next.

c) Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.

27.2 An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is a position in which the

employee formerly held permanent status. The employee must exercise his or her displacement rights in writing within five (5) working days from receipt of layoff notification.

27.3 When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.

27.4 Should there be a vacancy in the classification from which an employee was laid off within twelve (12) months, the employee shall be eligible for reinstatement. Reinstatement shall be in the reverse order of layoff.

ARTICLE 30
SEPARABILITY

Notwithstanding any provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles or Subsections thereof affected. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 31
TERM

The term of this agreement shall commence on its ratification by the City and the Association and expire on June 30, 2026.

APPROVALS

This Memorandum Of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA POLICE OFFICERS' ASSOCIATION

_____
Joe Higby, Labor Negotiator

_____
Iris Solana, President

_____
Randall Stephenson, Vice President

CITY OF ST. HELENA

_____
Anil Comelo, City Manager

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA EMPLOYEES ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

JULY 1, 2025~~2~~ THROUGH JUNE 30, 2026~~5~~

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ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Employees Association, hereinafter referred to as "Association," pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena's Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2
RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting Technician I, II
- Administrative Analyst
- Administrative Assistant
- Administrative Records Assistant
- Assistant Engineer
- Associate Engineer
- Assistant Planner
- Associate Planner
- Buildings & Streets Superintendent
- Chief Plant Operator - Water & Wastewater
- Chief Water Distribution Operator
- Engineering Technician
- Environmental Services Technician I, II
- Executive Assistant
- Fire Inspector
- Human Resources Analyst
- Human Resources Technician
- Junior Engineer
- Lead Maintenance Worker
- Lead Maintenance Worker – Underground Utilities
- Librarian I, II
- Library Associate I, II
- Maintenance Worker I, II
- Maintenance Worker I, II – Underground Utilities
- Office Assistant
- Parks & Trees Superintendent
- Permit Technician I, II, III
- Plant Operator I, II, III - Water & Wastewater
- Plant Operator in Training - Water & Wastewater
- Public Works Financial Analyst
- Recreation Coordinator
- Recreation Supervisor
- Public Works Supervisor
- Senior Accounting Technician
- Senior Librarian
- Senior Library Associate
- Underground Utilities Superintendent

ARTICLE 3
ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.

7. In compliance with AB 119, the City will notify the SHEA Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.

8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change

work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4
DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works,

the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Administrative Services Director and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day. One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5
HOURS OF WORK & SCHEDULES

A. BUSINESS HOURS.

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Streets, Parks, Water, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. HOURS OF WORK.

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. FLEX SCHEDULE.

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise "take a break" from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. **SHEA ATTENDANCE AT BUDGET MEETINGS.**

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6
PERSONNEL MATTERS

A. PROBATIONARY PERIOD.

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. EMPLOYEE EVALUATIONS.

1. Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

2. Upon successful completion of the term during which the employee is being evaluated, the employee shall be immediately upgraded to the appropriate level of pay applicable to each employee's individual classification. Under no circumstances shall the supervisor or the City delay effectuation of the employees pay increase resulting from the employee's successful completion of the term of their evaluation.

~~In the event a supervisor cannot complete a timely evaluation and the evaluation is to be satisfactory, the supervisor will approve HR's submission of a personnel action form to effectuate any eligible pay increase before the satisfactory evaluation is completed.~~

ARTICLE 7
PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

7/1/252 – COLA increase of 53% to the for all SHEA salary schedulemembers

1. 7/1/23 – San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%
2. 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%

B. EQUITY ADJUSTMENT

The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Attachment A provides a summary of the percent increase in salary to arrive at market median (95%) for each SHEA position as of May 2022.

Equity adjustments will take place every 6 months until each classification is within the range and will be as follows:

- 7/1/22 – Equity adjustment of 4.5%
- 1/1/23 – 2% equity adjustment
- 7/1/23 – 2% equity adjustment
- 1/1/24 – 2% equity adjustment
- 7/1/24 – 2% equity adjustment
- 1/1/25 – 2% equity adjustment

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

C. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step "A" of the range. Subject to approval of the City Manager for reasons of an applicant's outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City

employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

D. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
- Six (6) months at Step B to become eligible for Step C
- Six (6) months at Step C to become eligible for Step D
- Twelve (12) months at Step D to become eligible for Step E

2. Qualifications for Step Increase.

a. Employees may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.

b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

E. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the San Francisco/Oakland/Hayward CPI-U (April/April).

F. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

G. OVERTIME.

1. General Policy.

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, Administrative Services Director, Assistant City Manager, or, City Manager as soon as possible to seek approval of the overtime

work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

H. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

I. STANDBY PAY.

On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a city vehicle home when scheduled for this assignment and the compensation for the standby period shall be $525.00 for said week. If a holiday falls on the Friday at the end of the of the standby period the employee shall receive an additional $100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

J. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

K. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

Years of Continuous City Employment	Total Longevity Pay
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

L. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language, such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

M. OUT-OF-CLASS PAY.

Pay for Performing Full Duties of Higher Class

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class

When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

N. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

O. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.
2. Any miscellaneous employee who works an assigned regular time shift as described in "1" above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8
TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).

b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.

c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.

b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.

c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.

d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving
Christmas Eve Day (December 24th)
Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. PERSONAL CONVENIENCE HOLIDAY.

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

City shall provide for the duration of this contract only, a one-time additional paid day off on Friday, December 26th for all members.

D. SICK LEAVE AND FITNESS FOR DUTY.

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or

planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
c. Enforced quarantine of the employee in accordance with community health regulations.
d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

"Sick leave abuse" shall mean: "any use of sick leave, for purposes other than those identified in this section." Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not "separating in good standing" if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

b. An employee's termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.

c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. **BEREAVEMENT LEAVE.**

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law,

brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. **JURY OR WITNESS DUTY.**

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. ADMINISTRATIVE LEAVE WITH PAY.

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. DISCRETIONARY LEAVE WITHOUT PAY.

1. Permissible reasons for leave.

   Discretionary Leave Without Pay may be granted by the City Manager as follows:

   a. For personal reasons which are approved by the City Manager.
   b. For reason of illness in the event Sick Leave has been exhausted.
   c. In conjunction with Pregnancy Disability or FMLA Leave.
   d. To pursue a course of education which will increase the employee's usefulness as a City employee.

2. Procedure.
   a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
   b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
   c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.
3. Regulations Relative to Discretionary Leave Without Pay are as Follows.
   a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.

b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.
c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

ARTICLE 9
CERTIFICATION AND OTHER BENEFITS

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to $500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed $6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Tuition Reimbursement.

a. The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to $~~1~~3,500 per fiscal year for the cost of books and tuition incurred for which the employee earns college credits for classes taken in pursuit of an academic 4-year degree or 2-year Master's Degree from an accredited college or university, which would promote professional development within City of St. Helena employment. The program is voluntary.

b. Courses require pre-approval prior to the date of enrollment in the course to ensure the expense is ~~eligivle~~eligible under the MOU.

~~a.~~c. The combined amount of reimbursement for this section and section 1 above cannot exceed $~~1~~3,500 per year per employee.

~~2.~~3. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay one hundred ~~Fif~~Seventy Dollars ($~~57~~100.00) per month for:

- "Operator cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant;

- A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the City;

- Certification for back-flow prevention devices for Public Works employees.
- Playground Inspection Certification for employees working in the Parks Division.
- Arborist Certificate for employees working in the Parks Division.
- Wastewater Collection Certificate

b. ~~Fifty~~One Hundred Dollars ($~~5~~100.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

a. Employees Assigned to Water Distribution and Public Works

For employees assigned to Water Distribution and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is $35.49 per pay period.

b. Employees Assigned to Parks-Trees-Buildings

For employees assigned to Parks-Trees-Buildings, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is $33.06 per pay period.

c. Employees Assigned to the Wastewater Treatment Plant

Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III

classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.. The value of these uniforms is $9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is $5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

d. Employees Assigned to the Water Treatment Plant

For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The value of these uniforms is $11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2 with one (1) safety coat on initial hire with a replacement coat provided on an as needed basis; one pair of OSHA approved steel toed boots or shoes to be replaced when warranted which can include orthotic insoles for safety boots or shoes as needed upon employee advance request.

~~In addition, the City will provide all employees in the classifications listed above in paragraph B.2. with one (1) safety reflective coat on initial hire with a replacement coat every 5 years, and one pair of OSHA approved safety steel toed boots or shoes to be replaced when warranted.~~ The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed that are not covered by this MOU or law shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be

required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. TOOLS AND EQUIPMENT.

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars ($150.00) per year.
4. Care of Tools and Equipment.
   Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a $25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional $20,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED COMPENSATION AND DEPENDENT CARE ASSISTANCE

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

   This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

   a. 2% at 55 Pension Formula

      The "2% @ 55" retirement program will be available to employees covered by this Section.

   b. Final Compensation Based On 12-Month Period

      For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

   c. Required Employee Contributions

      i. Member Contribution

         Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

      ii. Pension Cost Sharing

         Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

2. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before January 1, 2013, and Employees Qualified for Reciprocity (Tier Two Classic Members)

This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The "2% @ 60" retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.

ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Three: 2% at 62 PEPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The "2% @ 62" retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

4. Cost Sharing Implementation – All Tiers

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Unit Member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

5. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit

that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

6. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

7. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed FiftySeventy-five Dollars ($750.00) per month. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

D. CAFETERIA PLAN.

The City allows employees to deposit up to $5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

E. RETIREMENT HEALTH SAVINGS ACCOUNT (RHS).

The City agrees to establish an RHS account through MissionSquare. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

ARTICLE 12
BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
   a. That continued enrollment has the approval of the insurance company concerned.
   b. Enrollment will cease at such time as the City terminates or converts an insurance program.
   c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
   d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

   Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13
GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Manager by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the

procedures set forth below. An employee, who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.
   a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
   b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
   c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
   d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
   e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee.

4. Pre-Hearing Matters.

   The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson.

5. Conduct of the Hearing.
   a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel

or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.

c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.

d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.

e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 15
LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

ARTICLE 16
SEPARABILITY

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 17
TERM & COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2025~~2~~ and shall expire on June 30, 2026~~5~~.

~~The City and the Association shall have one reopener for each party during the term of the agreement.~~

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHEA job descriptions, Employee Handbook and/or related policies and procedures;

- The parties may mutually agree to meet and confer on any topic.

ARTICLE 18
SIGNATURES

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA EMPLOYEES ASSOCIATION

_____
REPRESENTATIVE

_____
REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2025~~2~~-____ ~~XX~~

_____
CITY MANAGER

ATTACHMENT 4

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA EMPLOYEES ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

JULY 1, 2025 THROUGH JUNE 30, 2026

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ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Employees Association, hereinafter referred to as "Association," pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena's Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2
RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting Technician I, II
- Administrative Analyst
- Administrative Assistant
- Administrative Records Assistant
- Assistant Engineer
- Associate Engineer
- Assistant Planner
- Associate Planner
- Buildings & Streets Superintendent
- Chief Plant Operator - Water & Wastewater
- Chief Water Distribution Operator
- Engineering Technician
- Environmental Services Technician I, II
- Executive Assistant
- Fire Inspector
- Human Resources Analyst
- Human Resources Technician
- Junior Engineer
- Lead Maintenance Worker
- Lead Maintenance Worker – Underground Utilities
- Librarian I, II
- Library Associate I, II
- Maintenance Worker I, II
- Maintenance Worker I, II – Underground Utilities
- Office Assistant
- Parks & Trees Superintendent
- Permit Technician I, II, III
- Plant Operator I, II, III - Water & Wastewater
- Plant Operator in Training - Water & Wastewater
- Public Works Financial Analyst
- Recreation Coordinator
- Recreation Supervisor
- Public Works Supervisor
- Senior Accounting Technician
- Senior Librarian
- Senior Library Associate
- Underground Utilities Superintendent

ARTICLE 3
ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.

7. In compliance with AB 119, the City will notify the SHEA Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.

8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations

and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4
DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works,

the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Administrative Services Director and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day. One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5
HOURS OF WORK & SCHEDULES

A. BUSINESS HOURS.

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Streets, Parks, Water, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. HOURS OF WORK.

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. FLEX SCHEDULE.

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise "take a break" from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. SHEA ATTENDANCE AT BUDGET MEETINGS.

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6
PERSONNEL MATTERS

A. PROBATIONARY PERIOD.

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. EMPLOYEE EVALUATIONS.

1. Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

2. Upon successful completion of the term during which the employee is being evaluated, the employee shall be immediately upgraded to the appropriate level of pay applicable to each employee's individual classification. Under no circumstances shall the supervisor or the City delay effectuation of the employees pay increase resulting from the employee's successful completion of the term of their evaluation.

ARTICLE 7
PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

7/1/25 – COLA increase of 3% to the SHEA salary schedule

B. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step "A" of the range. Subject to approval of the City Manager for reasons of an applicant's outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

C. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
- Six (6) months at Step B to become eligible for Step C
- Six (6) months at Step C to become eligible for Step D
- Twelve (12) months at Step D to become eligible for Step E

2. Qualifications for Step Increase.

a. Employees may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.

b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

D. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the San Francisco/Oakland/Hayward CPI-U (April/April).

E. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

F. OVERTIME.

1. General Policy.

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, Administrative Services Director, Assistant City Manager, or, City Manager as soon as possible to seek approval of the overtime work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

G. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

H. STANDBY PAY.

On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a city vehicle home when scheduled for this assignment and the compensation for the standby period shall be $525.00 for said week. If a holiday falls on the Friday at the end of the of the standby period the employee shall receive an additional $100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

I. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

J. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

Years of Continuous City Employment	Total Longevity Pay
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

K. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language, such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

L. OUT-OF-CLASS PAY.

Pay for Performing Full Duties of Higher Class

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class

When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

M. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

N. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.
2. Any miscellaneous employee who works an assigned regular time shift as described in "1" above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8
TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).
b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.
c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.
b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.
c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.
d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving
Christmas Eve Day (December 24th)
Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. PERSONAL CONVENIENCE HOLIDAY.

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

City shall provide for the duration of this contract only, a one-time additional paid day off on Friday, December 26th for all members.

D. SICK LEAVE AND FITNESS FOR DUTY.

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or

planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
c. Enforced quarantine of the employee in accordance with community health regulations.
d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

"Sick leave abuse" shall mean: "any use of sick leave, for purposes other than those identified in this section." Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not "separating in good standing" if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

b. An employee's termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.

c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. **BEREAVEMENT LEAVE.**

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law,

brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. **JURY OR WITNESS DUTY.**

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. ADMINISTRATIVE LEAVE WITH PAY.

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. DISCRETIONARY LEAVE WITHOUT PAY.

1. Permissible reasons for leave.

   Discretionary Leave Without Pay may be granted by the City Manager as follows:

   a. For personal reasons which are approved by the City Manager.
   b. For reason of illness in the event Sick Leave has been exhausted.
   c. In conjunction with Pregnancy Disability or FMLA Leave.
   d. To pursue a course of education which will increase the employee's usefulness as a City employee.

2. Procedure.
   a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
   b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
   c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.
3. Regulations Relative to Discretionary Leave Without Pay are as Follows.
   a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.

b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.
c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

ARTICLE 9
CERTIFICATION AND OTHER BENEFITS

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to $500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed $6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Tuition Reimbursement.

a. The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to $3,500 per fiscal year for the cost of books and tuition incurred for which the employee earns college credits for classes taken in pursuit of an academic 4-year degree or 2-year Master's Degree from an accredited college or university, which would promote professional development within City of St. Helena employment. The program is voluntary.

b. Courses require pre-approval prior to the date of enrollment in the course to ensure the expense is eligible under the MOU.

c. The combined amount of reimbursement for this section and section 1 above cannot exceed $3,500 per year per employee.

3. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay one hundred Dollars ($100.00) per month for:

- "Operator cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant;

- A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the City;

- Certification for back-flow prevention devices for Public Works employees.
- Playground Inspection Certification for employees working in the Parks Division.
- Arborist Certificate for employees working in the Parks Division.
- Wastewater Collection Certificate

b. One Hundred Dollars ($100.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

a. Employees Assigned to Water Distribution and Public Works

For employees assigned to Water Distribution and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is $35.49 per pay period.

b. Employees Assigned to Parks-Trees-Buildings

For employees assigned to Parks-Trees-Buildings, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is $33.06 per pay period.

c. Employees Assigned to the Wastewater Treatment Plant

Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III

classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.. The value of these uniforms is $9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is $5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

d. Employees Assigned to the Water Treatment Plant

For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The value of these uniforms is $11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2 with one (1) safety coat on initial hire with a replacement coat provided on an as needed basis; one pair of OSHA approved steel toed boots or shoes to be replaced when warranted which can include orthotic insoles for safety boots or shoes as needed upon employee advance request.

The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed that are not covered by this MOU or law shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. TOOLS AND EQUIPMENT.

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars ($150.00) per year.
4. Care of Tools and Equipment.
   Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a $25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional $30,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED COMPENSATION AND DEPENDENT CARE ASSISTANCE

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

   This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

   a. 2% at 55 Pension Formula

      The "2% @ 55" retirement program will be available to employees covered by this Section.

   b. Final Compensation Based On 12-Month Period

      For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

   c. Required Employee Contributions

      i. Member Contribution

         Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

      ii. Pension Cost Sharing

2. Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before January 1, 2013, and Employees Qualified for Reciprocity (Tier Two Classic Members)

   This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections)

shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The "2% @ 60" retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.

ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4. Tier Three: 2% at 62 PEPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The "2% @ 62" retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

5. Cost Sharing Implementation – All Tiers

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Unit Member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

6. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

7. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

8. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

9. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED COMPENSATION PLAN.

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed Seventy-five Dollars ($75.00) per month. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

D. CAFETERIA PLAN.

The City allows employees to deposit up to $5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

E. RETIREMENT HEALTH SAVINGS ACCOUNT (RHS).

The City agrees to establish an RHS account through MissionSquare. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

ARTICLE 12
BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
   a. That continued enrollment has the approval of the insurance company concerned.
   b. Enrollment will cease at such time as the City terminates or converts an insurance program.
   c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
   d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

   Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13
GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Manager by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the

procedures set forth below. An employee, who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.
   a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
   b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
   c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
   d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
   e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee.

4. Pre-Hearing Matters.

   The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson.

5. Conduct of the Hearing.
   a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel

or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.

c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.

d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.

e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 15
LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

ARTICLE 16
SEPARABILITY

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 17
TERM & COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2025 and shall expire on June 30, 2026.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHEA job descriptions, Employee Handbook and/or related policies and procedures;

- The parties may mutually agree to meet and confer on any topic.

ARTICLE 18
SIGNATURES

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA EMPLOYEES ASSOCIATION

_____
REPRESENTATIVE

_____
REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2025-____

_____
CITY MANAGER

ATTACHMENT 5

CITY OF ST. HELENA

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF ST. HELENA

AND

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

FOR THE PERIOD

JULY 1, 2025~~2~~ THROUGH JUNE 30, 2026~~5~~

CITY OF ST. HELENA

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

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ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Professional Fire Fighters Association, hereinafter referred to as "Association," pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work, and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena's Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following regular full-time fire suppression employees (part-time positions are not included in the bargaining unit represented by the Association):

- Firefighter
- Fire Engineer
- Fire Captain

ARTICLE 3: ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.
The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution, or regulation directly relating to matters within the scope of this MOU.

2. The right to payroll deductions made for payment of Association dues and for City-approved programs.

3. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours, and other matters within the scope of representation, subject to the provisions of applicable Federal, State, or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.

4. The use of City facilities for regular, normal, and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

5. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.

6. The City will notify the Association President (or other designated representative) at least 10 days before a new employee orientation meeting and allow an Association representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide Association with as much advance notice as reasonably possible of the scheduled orientation meeting.

7. If the City has not conducted an in-person new employee orientation within thirty days of a newly hired employee's start date, and the new employee is working in person, the Association has a right to schedule an in-person meeting at the worksite during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes. The newly hired employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Association, the City will provide an appropriate on-site meeting space within seven calendar days. This provision expires June 30, 2025.

8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

After discussion and due consideration, it is recognized that, except as expressly stated herein, the parties agree that the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment, or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure, and size and

composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council on its own behalf and on behalf of the City, hereby retains and reserves unto itself all rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

Neither party is waiving their right to bargain or meet or confer over the impacts of the City's exercise of such rights enumerated above, to the extent required by the MMBA and all governing and relevant laws.

ARTICLE 4: DEFINITIONS

Anniversary Date.
The date upon which a person is appointed to a position or as modified according to City Employee Handbook. The date determines eligibility for a salary step increase except as modified according to City Employee Handbook.

Benefits or Benefit Package.
City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City.
The City of St. Helena, California.

City Manager.
The City Manager of the City of St. Helena, California, or their designee.

City Service.
All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification.

The action of assigning a position to a class, that is, a particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or compensation may fairly be made to apply.

Compensation.
The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of their service in a Position, but not including reimbursement for expenses incurred in the course of employment. See Employee Handbook Rule 3.

Continuous Service.
Length of uninterrupted employment (including holidays and authorized paid or unpaid leave, but not including other periods of leave without pay or times on suspension, in a regular position) that is measured from the effective date of appointment until separation.

City Council.
The City Council of the City of St. Helena.

Department Head.
The individuals designated as the administrative head of a City department. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the Administrative Services Director, the Director of Public Works, the Community Development Director, the City Clerk, the Library Director, and the Parks & Recreation Director.

Emergency.
Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

- The repair or clearance of streets necessary for continued access to properties, including street sweeping.
- The repair of public utility facilities.
- The repair of City equipment necessary to maintain public safety services.
- Activities associated with natural or man-made catastrophe.
- Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

- Shortage of personnel necessary to maintain public safety services.

Employee.
A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Fitness for Duty.
See Employee Handbook Rule 9, Section 9.15.

Full-Time Employee.
An employee who regularly works a full-time 40-hour or 56-hour schedule per week.

Holidays.
See Employee Handbook Rule 9, Section 9.1.

Job Description.
A formal account of an employee's responsibilities in regards to their classification and position.

Layoff Procedure.
See Employee Handbook Rule 11, Section 11.2.

Non-Probationary Employee.
An employee who has successfully completed the Probationary Period.

Position.
A specific office or employment provided by the budget, whether occupied or vacant, of limited term or regular term, and requiring the performance of certain duties and responsibilities assigned or delegated by the Appointing Authority.

Probationary Employee.
An employee who has not yet completed a prescribed Probationary Period.

Probationary Period.
A period to be considered an integral part of the examination, recruiting, testing, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position, and during which an employee may be rejected from the position without cause and without right of appeal.

Salary Range.

The range of salary rates for a class; the classifications may be paid on an hourly or salaried basis, as applicable, and the term "salary" is utilized as a general term for cash compensation paid either an hourly or salaried basis.

Salary Rate.
The dollar amount of each step in a salary range, or the flat dollar amount for a class not having a salary range.

Salary Step.
The minimum through maximum salary increments of a salary range.

Salary Upon Appointment.
See Employee Handbook Rule 3, Section 3.1.

Standby.
A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining available by telephone or otherwise arranging for the immediate and convenient notification of an emergency condition and being prepared to immediately report to the site of the emergency.

Step Increases.
See Employee Handbook Rule 3, Section 3.3.

Supervisor.
The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title.
The name applied to a Classification or to each Position included in the Classification.

Work Day.
One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted.

The City Employee Handbook has additional definitions. Where differences exist between the Employee Handbook and this MOU, the MOU language shall prevail.

ARTICLE 5: WORK HOURS/WORK SCHEDULE

A. WORK HOURS.

1. The current scheduled work week is 56 average scheduled duty hours per week, which approximates 2,912 hours per year.

2. Pursuant to Article 3(B) the City may change the work hours at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

B. WORK SCHEDULE.

The current duty schedule for the classifications of Firefighter, Engineer, and Fire Captain classifications is a "48-96" work schedule consisting of two (2) consecutive, uninterrupted, 24-hour shifts, followed by four (4) consecutive 24-hour days off with three (3) platoons known as A, B, and C shifts. Employees working the "48-96" work schedule shall report for duty at 0700 hours and go off duty at 0700, forty-eight (48) hours later. "Shift" means twenty-four (24) hours and "tour" means forty-eight (48) hours. An example of the "48-96" work schedule is as follows:

Example Duty Schedule (regular shift personnel):
"X" denotes tour of duty.
"O" denotes off duty.
XXOOOOXXOOOOXXOOOOXXOOOO

1. The current "48-96" schedule has an FLSA pay period cycle of 14-days. Overtime refers to hours worked that exceed 106 hours in a designated 14 day work period. Overtime hours are paid at a premium rate of time and one half the regular rate of pay as required by the FLSA.

2. The work schedule may be changed in the event of an emergency.

3. Pursuant to Article 3(B) the City may make a permanent change to the work schedule at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

ARTICLE 6: PERSONNEL MATTERS

A. PROBATIONARY PERIOD AND APPLICABILITY OF FIREFIGHTERS BILL OF RIGHTS ACT.

1. Probationary Period.
Employees covered by this Program shall serve a probationary period of eighteen (18) months. Probationary employees may be terminated without cause. As required by the Firefighters Bill of Rights Act, employees who have passed the probationary period shall be covered by the provisions of the Act, and the applicable disciplinary procedures for such employees is covered in established City policies.

2. Termination During Probationary Period.
If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be their discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.
If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

4. Promotional Probationary Period:
The length of probationary period for employees promoted to a position in a higher class shall be twelve (12) months beginning with the date of appointment to the new class. If employee is rejected during promotional probationary period, they have a conditional right of return to prior position pursuant to Section 6.4 of Employee Handbook.

B. EMPLOYEE EVALUATIONS.
Each employee shall be evaluated no less than annually by their Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7: EMPLOYEE COMPENSATION

A. WAGES.

The wages for Employees covered by this agreement are set forth in Exhibit A, attached to this MOU.

B. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base rate of pay. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base rate of pay. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

C. OUT-OF-CLASS PAY.

It may be necessary for Fire Captains, Fire Engineers, and Firefighters to work out-of-class as assigned by the Fire Chief separate from their assigned positions during emergency calls or complex incidents as determined by the Fire Chief or when the Fire Chief is not available to manage the incident or in the case when the Fire Chief is on vacation or in the case of staffing availability. In the case when any of these situations arise, the employee acting in the out-of-class assignment shall receive out-of-class pay of five percent (5%) of the employee's base wage rate for any assignment longer than two hours.

This time shall be recorded on the employee's time sheet and designated as out-of-class on the submitted time sheet. This designation and hours worked in this capacity shall be verified by the Fire Chief or his designee.

D. LONGEVITY PAY.

Longevity pay shall be provided to each permanent employee on the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of rate of pay. At the employee's tenth anniversary, the longevity increment shall be increased to a total of five percent (5%) of rate of pay, at the fifteenth anniversary a total of seven and one-half percent (7.5%) of rate of pay, and at the twentieth anniversary, a total of ten percent (10%) of rate of pay.

E. OVERTIME PAY.

Employees shall be entitled to overtime pay in accordance with the requirements of applicable law for hours worked.

F. WORK PERIOD.

In accordance with Section 7(k) of the Fair Labor Standards Act (FSLA), the work period established by the City is a 14-day 106-hour work period.

G. FLSA OVERTIME.

Pursuant to Section 7(k) of FSLA, the City agrees to compensate all firefighters for hours worked above the fifty-three hours per week at the normal overtime rate of pay (time and one-half) regardless of whether employees are on any type of paid leave.

Pursuant to Article 3(B) the City may change the Work Period at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

H. OVERNIGHT STANDBY PAY.

In the discretion of the Fire Chief when standby coverage is required, Employees may sign up for overnight standby coverage. Employees signing up for overnight standby coverage will receive a stipend based on their rank within the department. Firefighters will receive $50 per overnight standby assignment. Engineers and officers will receive $75 per overnight standby assignment. The Stipend is paid in addition to hours worked during standby assignment.

I. COST OF LIVING ADJUSTMENT (COLA).

Wages paid and any special compensation shall be in accordance with the most recent applicable resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. ~~During the term of this MOU, the wage schedules shall be increased as follows:~~

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~~a. July 1, 2022 – COLA increase of 5% for all unit members~~
~~b. July 1, 2023 – San Francisco/Oakland/Hayward CPI-U (April/April) min 3% with a max of 5%.~~
~~c.~~a. ~~July 1, 2024 - San Francisco/Oakland/Hayward CPI-U (April/April) min 3% with a max of 5%.~~In consideration of the City contributions to a newly established 401(a), there is no increase to wages.

~~J. EQUITY ADJUSTMENT.~~

~~During term of the agreement, the City will provide equity adjustments for unit represented positions until each classification is within 5% of market median (95%).~~

~~Equity adjustments will take place every 6 months until each classification is within the range and will be as follows:~~

- ~~July 1, 2022 – Equity adjustment of 2.5%~~
- ~~January 1, 2023 – 2% equity adjustment~~
- ~~July 1, 2023 – 2% equity adjustment~~
- ~~January 1, 2024 – 2% equity adjustment~~
- ~~July 1, 2024 – 2% equity adjustment~~
- ~~January 1, 2025 – 2% equity adjustment~~

~~K.~~J. HOLIDAY PAY ON HOLIDAYS.

In lieu of holiday time off, employees shall receive additional holiday compensation on a prorated basis on each paycheck, for a total of twenty-six (26) paychecks annually, for ninety-six (96) hours equivalent to twelve (12) recognized City holidays at ~~eight (8)~~11.2 hours per day. Member's compensation for the holidays shall be computed in the same fashion as is the rate of pay for vacation.

~~The following provisions will take effect July 1, 2024:~~

~~a. No changes to existing recognized holidays;~~

~~b.~~a. Holiday hours shall be earned as follows:

- 11.2 hours per each holiday times twelve (12) recognized City holidays for a total of 134.4 hours of holiday compensation to be averaged over twenty-six (26) paychecks annually.

ARTICLE 8: TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

Employees shall accumulate vacation in accordance with the following vacation entitle schedule:

~~Years of Continuous Service Vacation Hours Earned/Year~~
~~1-5 years 80~~
~~6th year 120~~
~~7th year 128~~

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~~This pattern continues until 160 hours per year is reached. On the employee's 25th anniversary and every five years thereafter, an additional 8 hours will be awarded on that year.~~

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~~Effective July 1, 2024, Employees shall accumulate vacation in accordance with the vacation schedule below. The existing provisions will remain in effect until July 1, 2024.~~

Years of Continuous Service	Vacation Hours Earned/Year
1-5 years	112
6th year	168
7th year	179

This pattern continues until 224 hours per year is reached. On the employee's 25th anniversary and every five years thereafter, an additional 11.2 hours will be awarded on that year.

B. VACATION ACCRUAL.

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation

time shall not be taken until earned and shall be subject to other provisions of this agreement. When an employee is on a leave without pay status, the employee shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, the employee shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

Employees will not earn additional vacation leave once their accrued vacation balance has reached ~~28~~360 hours.

~~Effective July 1, 2024 employees will not earn additional vacation leave once their accrued vacation balance has reached 360 hours.~~

C. VACATION USAGE.
An employee may not use vacation until the employee has completed six months of City service in the position. An employee may take vacation at a time approved by the Fire Chief. It is the policy of the City that employees take their normal provided vacation leave each year. Vacation shall be taken in minimum increments of two hours.

D. PERSONAL CONVENIENCE HOLIDAYS.
Except for the calendar year they are hired, on January 1st of each year, employees earn ~~16~~22.4 hours of Personal Convenience Holidays for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 56~~40~~ hours of Personal Convenience Holidays.

~~Effective July 1, 2024 employees shall earn 22.4 hours of Personal Convenience Holiday Leave; after five years, employees shall earn 56 hours of Personal Convenience Holiday Leave.~~

E. SICK LEAVE.
Employees shall accrue sick leave ~~and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy as outlined in the Employee Handbook.~~

~~Effective July 1, 2024, sick leave accrual shall be increased to~~ at 11.2 hours per month.

F. FAMILY CARE.
To the extent required by law, sick leave may be used to care for ill family members.

G. BEREAVEMENT LEAVE.
The City shall allow regular full-time employees to take up to five (5) days of bereavement

leave, upon the death of a family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law).

Days of bereavement leave do not need to be consecutive; Bereavement leave must be completed within three (3) months of the date of the death; Employee shall be entitled to no less than five (5) days of leave; The employee may elect to use any accrued and unused paid leave that is otherwise available to them for bereavement leave (e.g., paid vacation, personal leave, accrued and available sick leave, or compensatory time off, etc.).

The City may request that the employee provide documentation of the death if requested within thirty (30) days of the first day of leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The City shall maintain the confidence of any employee requesting bereavement leave.

H. JURY OR WITNESS DUTY.
Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

I. PREGNANCY DISABILITY LEAVE.
Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Article 8, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

J. CFRA AND FMLA LEAVE.
The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

K. INDUSTRIAL ACCIDENT LEAVE.

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws and California Labor Code Section 4850.

~~L.~~K. LEAVE OF ABSENCE WITHOUT PAY.

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during their absence. Such leave may be extended up to one calendar year by action of the City Council.

~~M.~~L. MILITARY LEAVE.

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Employee Handbook if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

~~N.~~M. COMPENSATORY TIME OFF.

Notwithstanding the provisions of this section, fire employees may be granted compensatory time off for overtime credit, at the discretion of the Fire Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.

ARTICLE 9: OTHER BENEFITS

A. UNIFORMS.

Employees shall receive an annual uniform allowance of $1,200. The uniform allowance will be paid out proportionately with each of the twenty-six (26) paychecks.

ARTICLE 10: HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

A. GENERAL PROVISIONS:

The City will pay the full cost of the employee's enrollment in City offered health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost of enrollment in City offered plans for dental coverage for the employee

and their dependents. When an employee commences work with the City, the effective date of coverage of their benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

B. LIFE INSURANCE.
The City will provide term life insurance for each employee in the amount of $50,000.

Employees may elect to increase the value of their life insurance policy by $20,000 at their own expense. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

C. SHORT-TERM DISABILITY INSURANCE.
The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

D. VISION CARE.
The City will pay for vision care benefits, for the employee and all dependents through the City's vision insurance plan.

ARTICLE 11: RETIREMENT BENEFITS

A. CALPERS.

Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS).

1. Tier One. Employees Hired Before July 1, 2012 (Tier One Classic Members)
This section 3.1 (including subsections) shall apply to employees hired by the City of St. Helena in full-time safety positions with CalPERS membership before July 1, 2012.

- 1/2 at 55 Pension Formulas: The "1/2 @ 55" retirement program will be available to members covered by this Section.
- Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.1 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 20037.
- Required Member Contributions:

Members covered shall pay, through payroll deduction, the full 10.1% member contribution for the Safety Group.

2. PEPRA. 2% at 57 For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):
   - This Section (including subsections) shall apply to members who were hired as full-time employees eligible for CalPERS membership on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).
   - 2% at 57 Pension Formulas: The "2% @ 57" retirement program will be available to members covered by this Section 3.3.
   - Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.
   - Required Member Contributions:

     Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

3. Converting Sick Leave Balance.
   An employee who retires may convert their unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4. Other Options Included In CalPERS Contract.
   Employees shall be eligible for other options included in the City's contract with CalPERS applicable to safety employees as stated in that contract, and allowed by law.

5. Implementation of Internal Revenue Code Section 414(h)(2).
   As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

6. All Provisions Subject to Requirements of Law.
   The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply

with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

B. 401(A) MONEY PURCHASE PLAN – CITY CONTRIBUTION TO FULL-TIME PEPRA AND FULL-TIME CLASSIC SHPFFA MEMBER.

In lieu of an increase to salary this contract, and in consideration of the City's limit on its CalPERS retirement formula for SHPFFA members, both PEPRA (2%@57), and Classic (½@55), the City shall establish a 401(a) Money Purchase Plan Account for each full-time member and shall contribute the following:

1. Effective July 1, 2025, the City shall make a two percent (2%) pre-tax base salary contribution to the 401(a) Money Purchase Plan account of each full-time PEPRA and full-time Classic member each pay period, up to the annual limit under IRC §415(c).
2. Effective January 1, 2026, the City shall make an additional two percent (2%) contribution of pre-tax base salary contribution to the 401(a) Money Purchase Plan account of each full-time PEPRA and full-time Classic member each pay period, up to the annual limit under IRC §415(c).
3. These contribution limits are inclusive of the contributions of the City, which also includes any contributions of the City or employee to any other 401(a) accounts the full-time PEPRA and Classic safety employees hold with the City or other entities related to the City that meet IRS requirements.
4. Because the City contribution is derived from base salary, the City's dollar contribution to each full-time PEPRA member's and full-time Classic member's 401(a) Money Purchase Plan account shall increase with any increase to the full-time PEPRA and full-time Classic base salary, subject to the contribution limits set forth above.
5. In no event will the City's contribution exceed four percent (4%) of the full-time members' pre-tax base salary.
6. No employee contribution will be permitted to the employee's 401(a) Money Purchase Plan account.
7. This provision shall be in addition to the current retirement formula through CalPERS, 2%@57 (PEPRA) and ½@55 (Classic).

C. DEFERRED COMPENSATION PLAN (457).

The City offers a Deferred Compensation Plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed twenty-five dollars ($25.00) per month. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

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D. RETIREMENT HEALTH SAVINGS (RHS) PLAN.

The City agrees to establish an RHS Plan through MissionSquare. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

~~B.~~E. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

ARTICLE 12: TRAINING AND PROFESSIONAL GROWTH

A. ~~To promote continued development of skills, knowledge, and abilities among the Employee, the Fire Chief may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.~~TUITION REIMBURSEMENT.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employees. The City will provide reimbursements for employees up to $3,500 per fiscal year for the cost of books and tuition incurred for which the employee earns college credits for classes taken in pursuit of an academic degree from an accredited college or university, which would promote professional development within City of St. Helena employment. The program is voluntary.

B. SPECIALIZED SCHOOLS AND TRAINING.

Individual Full-Time employees will be reimbursed for up to $750.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed $4,500.00 per year, subject to the City Manager's determination that courses and training are job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree. The program is voluntary.

1. Courses in A and B above require pre-approval prior to the date of enrollment in the course of study to ensure the expense is eligible under the MOU.
2. The combined amount of reimbursement for sections A and B shall not exceed $3,500 per year per employee.

ARTICLE 13: BENEFITS ON SEPARATION

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Upon separation from employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

An employee leaving City employment may be entitled to certain insurance coverage opportunities, at employee's expense, under the federally mandated COBRA Program and California counterpart. Employee will receive notice of COBRA options and must timely elect benefit continuation.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement from City service, an employee enrolled immediately preceding retirement in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions of the applicable insurance plan and set forth below.

1. Conditions.
   a. That continued enrollment has the approval of the insurance company concerned.
   b. Enrollment will cease at such time as the City terminates or converts an insurance program.
   c. The retired employee shall be responsible for the entire premium and shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.

ARTICLE 14: GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence or when they become aware of an act in dispute an employee shall discuss it with their immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, they may proceed to Step 2.

2. Step 2: Department Head Determination.
Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, they may proceed to the next step.

3. Step 3: City Manager Review.
Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give a written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.
The decision of the City Manager may be appealed to the City Council for review if the grievance remedy sought has a value exceeding $25,000. In such event the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall

have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.
Failure to timely initiate a grievance or timely advance it properly to the next level shall constitute a waiver of the grievance, However, the parties may mutually agree to extend any of the above deadlines in writing, for example in the event of an involved party's prolonged illness or in response to other unavoidable circumstances.

ARTICLE 15: RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.
An employee wishing to separate from service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Division by the Department Head.

B. EXIT INTERVIEW.
Any person leaving City employment shall have the opportunity for an exit interview. The purpose of the interview shall be to allow the City to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.
A Full-Time Employee may be disciplined or discharged by their Department Head but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.
In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or

terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.
For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.
An employee may be reprimanded by their Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to, those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.
An employee may be suspended by their Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to, those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.
A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the

Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.
   A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.
   A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Inquiry.
   An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws there shall be an inquiry by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The scope and formality level of the inquiry may vary based on the applicable circumstances. Upon completion, there shall be a written report of the conclusions made. A formal investigation report should also include the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. When a supervisor, Administrative Services Director, or other City manager conducts the inquiry, they may also recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action except where a Department Head level determination is required.

2. Notice of Proposed Discipline.
   For discipline above the level of a written reprimand, the Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

   a. A statement which clearly defines the intent to take action and the specific action

to be taken;

b. The date the action is intended to take effect;

c. A statement of the rule(s) or regulation(s) that has/have allegedly been violated;

d. A statement of the specific action, charge(s), and facts on which the proposed action is based;

e. Copies of the written materials, reports, and documents considered by the Department Head in their decision to impose the proposed action.

f. Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.
If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.
Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing, which shall be audio recorded, within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.
Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary

action, they will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.
   The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action (as well as for other legitimate business purpose as determined in the discretion of the Department Head.)

7. Exclusions.
   The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.
   An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the procedures set forth below. An employee who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits their appeal and the disciplinary action shall be final and binding.

2. Procedure.
   In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request for Disciplinary Hearing"). Upon receipt of the Request for Disciplinary Hearing, the City Manager shall initiate the Appeal process.

3. Association-Sponsored Appeals - Appointment of Hearing Officer.
   a. The Disciplinary Hearing Officer shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
   b. If the parties are unable to mutually agree on a Hearing Officer within the fourteen-

day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.

c. If the Hearing Officer selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a Hearing Officer.

d. The cost of the Hearing Officer shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee Association.

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the Hearing Officer and the availability of counsel and witnesses. The hearing shall be private. The Hearing Officer may, prior to or during the hearing, grant a continuance for any reason the Hearing Officer believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the Hearing Officer.

5. Conduct of the Hearing.

a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

b. The Hearing Officer shall determine the relevancy, weight, and credibility of the testimony and evidence. The Hearing Officer shall not be bound by the technical rules of evidence. The Hearing Officer shall base their findings on the preponderance of the evidence. The City shall have the burden of proof.

c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present their witness(es) and evidence to rebut the charges.

d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or their representative may obtain a copy of the transcript of the hearing upon request and at their own cost.

e. Each side will be allowed to examine and cross-examine witnesses, who shall testify

under oath. The employee filing the appeal may be called and examined as if under cross-examination.

f. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The Hearing Officer may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Hearing Officer.
After the conclusion of the hearing, the Hearing Officer shall prepare a recommended decision based on their findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reason(s) for the Hearing Officer's decision.

7. Decision of the City Manager.
After receiving and considering the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City. The City Manager's decision shall be the final administrative step.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE.

~~H.~~

The following are examples of sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of, illegal drugs or alcohol while on City business, or during work hours, or while representing the City.
- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.

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- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.
- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 16: LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

ARTICLE 17: SEPARABILITY

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 18: TERM AND COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2025~~2~~ and shall expire on June 30, 2026~~5~~.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHPFA job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

ARTICLE 19: SIGNATURES

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA PROFESSIONAL FIRE FIGHTERS ASSOCIATION

_____

REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number ??~~2023-25~~

_____

CITY MANAGER

ATTACHMENT 6

CITY OF ST. HELENA

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF ST. HELENA

AND

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

FOR THE PERIOD

JULY 1, 2025 THROUGH JUNE 30, 2026

CITY OF ST. HELENA

ST. HELENA PROFESSIONAL FIRE FIGHTER ASSOCIATION

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ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Professional Fire Fighters Association, hereinafter referred to as "Association," pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work, and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena's Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2: RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following regular full-time fire suppression employees (part-time positions are not included in the bargaining unit represented by the Association):

- Firefighter
- Fire Engineer
- Fire Captain

ARTICLE 3: ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.
The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution, or regulation directly relating to matters within the scope of this MOU.

2. The right to payroll deductions made for payment of Association dues and for City-approved programs.

3. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours, and other matters within the scope of representation, subject to the provisions of applicable Federal, State, or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.

4. The use of City facilities for regular, normal, and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

5. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.

6. The City will notify the Association President (or other designated representative) at least 10 days before a new employee orientation meeting and allow an Association representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide Association with as much advance notice as reasonably possible of the scheduled orientation meeting.

7. If the City has not conducted an in-person new employee orientation within thirty days of a newly hired employee's start date, and the new employee is working in person, the Association has a right to schedule an in-person meeting at the worksite during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes. The newly hired employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Association, the City will provide an appropriate on-site meeting space within seven calendar days. This provision expires June 30, 2025.

8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

After discussion and due consideration, it is recognized that, except as expressly stated herein, the parties agree that the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment, or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure, and size and

composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council on its own behalf and on behalf of the City, hereby retains and reserves unto itself all rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

Neither party is waiving their right to bargain or meet or confer over the impacts of the City's exercise of such rights enumerated above, to the extent required by the MMBA and all governing and relevant laws.

ARTICLE 4: DEFINITIONS

Anniversary Date.
The date upon which a person is appointed to a position or as modified according to City Employee Handbook. The date determines eligibility for a salary step increase except as modified according to City Employee Handbook.

Benefits or Benefit Package.
City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City.
The City of St. Helena, California.

City Manager.
The City Manager of the City of St. Helena, California, or their designee.

City Service.
All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification.
The action of assigning a position to a class, that is, a particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or compensation may fairly be made to apply.

Compensation.
The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of their service in a Position, but not including reimbursement for expenses incurred in the course of employment. See Employee Handbook Rule 3.

Continuous Service.
Length of uninterrupted employment (including holidays and authorized paid or unpaid leave, but not including other periods of leave without pay or times on suspension, in a regular position) that is measured from the effective date of appointment until separation.

City Council.
The City Council of the City of St. Helena.

Department Head.
The individuals designated as the administrative head of a City department. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the Administrative Services Director, the Director of Public Works, the Community Development Director, the City Clerk, the Library Director, and the Parks & Recreation Director.

Emergency.
Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

- The repair or clearance of streets necessary for continued access to properties, including street sweeping.
- The repair of public utility facilities.
- The repair of City equipment necessary to maintain public safety services.
- Activities associated with natural or man-made catastrophe.
- Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

- Shortage of personnel necessary to maintain public safety services.

Employee.
A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Fitness for Duty.
See Employee Handbook Rule 9, Section 9.15.

Full-Time Employee.
An employee who regularly works a full-time 40-hour or 56-hour schedule per week.

Holidays.
See Employee Handbook Rule 9, Section 9.1.

Job Description.
A formal account of an employee's responsibilities in regards to their classification and position.

Layoff Procedure.
See Employee Handbook Rule 11, Section 11.2.

Non-Probationary Employee.
An employee who has successfully completed the Probationary Period.

Position.
A specific office or employment provided by the budget, whether occupied or vacant, of limited term or regular term, and requiring the performance of certain duties and responsibilities assigned or delegated by the Appointing Authority.

Probationary Employee.
An employee who has not yet completed a prescribed Probationary Period.

Probationary Period.
A period to be considered an integral part of the examination, recruiting, testing, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position, and during which an employee may be rejected from the position without cause and without right of appeal.

Salary Range.
The range of salary rates for a class; the classifications may be paid on an hourly or salaried basis, as applicable, and the term "salary" is utilized as a general term for cash compensation paid either an hourly or salaried basis.

Salary Rate.
The dollar amount of each step in a salary range, or the flat dollar amount for a class not having a salary range.

Salary Step.
The minimum through maximum salary increments of a salary range.

Salary Upon Appointment.
See Employee Handbook Rule 3, Section 3.1.

Standby.
A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining available by telephone or otherwise arranging for the immediate and convenient notification of an emergency condition and being prepared to immediately report to the site of the emergency.

Step Increases.
See Employee Handbook Rule 3, Section 3.3.

Supervisor.
The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title.
The name applied to a Classification or to each Position included in the Classification.

Work Day.
One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted.

The City Employee Handbook has additional definitions. Where differences exist between the Employee Handbook and this MOU, the MOU language shall prevail.

ARTICLE 5: WORK HOURS/WORK SCHEDULE

A. WORK HOURS.

1. The current scheduled work week is 56 average scheduled duty hours per week, which approximates 2,912 hours per year.

2. Pursuant to Article 3(B) the City may change the work hours at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

B. WORK SCHEDULE.

The current duty schedule for the classifications of Firefighter, Engineer, and Fire Captain classifications is a "48-96" work schedule consisting of two (2) consecutive, uninterrupted, 24-hour shifts, followed by four (4) consecutive 24-hour days off with three (3) platoons known as A, B, and C shifts. Employees working the "48-96" work schedule shall report for duty at 0700 hours and go off duty at 0700, forty-eight (48) hours later. "Shift" means twenty-four (24) hours and "tour" means forty-eight (48) hours. An example of the "48-96" work schedule is as follows:

Example Duty Schedule (regular shift personnel):
"X" denotes tour of duty.
"O" denotes off duty.
XXOOOOXXOOOOXXOOOOXXOOOO

1. The current "48-96" schedule has an FLSA pay period cycle of 14-days. Overtime refers to hours worked that exceed 106 hours in a designated 14 day work period. Overtime hours are paid at a premium rate of time and one half the regular rate of pay as required by the FLSA.

2. The work schedule may be changed in the event of an emergency.

3. Pursuant to Article 3(B) the City may make a permanent change to the work schedule at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

ARTICLE 6: PERSONNEL MATTERS

A. PROBATIONARY PERIOD AND APPLICABILITY OF FIREFIGHTERS BILL OF RIGHTS ACT.

1. Probationary Period.
Employees covered by this Program shall serve a probationary period of eighteen (18) months. Probationary employees may be terminated without cause. As required by the Firefighters Bill of Rights Act, employees who have passed the probationary period shall be covered by the provisions of the Act, and the applicable disciplinary procedures for such employees is covered in established City policies.

2. Termination During Probationary Period.
If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be their discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.
If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

4. Promotional Probationary Period:
The length of probationary period for employees promoted to a position in a higher class shall be twelve (12) months beginning with the date of appointment to the new class. If employee is rejected during promotional probationary period, they have a conditional right of return to prior position pursuant to Section 6.4 of Employee Handbook.

B. EMPLOYEE EVALUATIONS.
Each employee shall be evaluated no less than annually by their Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7: EMPLOYEE COMPENSATION

A. WAGES.

The wages for Employees covered by this agreement are set forth in Exhibit A, attached to this MOU.

B. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base rate of pay. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base rate of pay. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

C. OUT-OF-CLASS PAY.

It may be necessary for Fire Captains, Fire Engineers, and Firefighters to work out-of-class as assigned by the Fire Chief separate from their assigned positions during emergency calls or complex incidents as determined by the Fire Chief or when the Fire Chief is not available to manage the incident or in the case when the Fire Chief is on vacation or in the case of staffing availability. In the case when any of these situations arise, the employee acting in the out-of-class assignment shall receive out-of-class pay of five percent (5%) of the employee's base wage rate for any assignment longer than two hours.

This time shall be recorded on the employee's time sheet and designated as out-of-class on the submitted time sheet. This designation and hours worked in this capacity shall be verified by the Fire Chief or his designee.

D. LONGEVITY PAY.

Longevity pay shall be provided to each permanent employee on the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of rate of pay. At the employee's tenth anniversary, the longevity increment shall be increased to a total of five percent (5%) of rate of pay, at the fifteenth anniversary a total of seven and one-half percent (7.5%) of rate of pay, and at the twentieth anniversary, a total of ten percent (10%) of rate of pay.

E. OVERTIME PAY.

Employees shall be entitled to overtime pay in accordance with the requirements of applicable law for hours worked.

F. WORK PERIOD.

In accordance with Section 7(k) of the Fair Labor Standards Act (FSLA), the work period

established by the City is a 14-day 106-hour work period.

G. FLSA OVERTIME.

Pursuant to Section 7(k) of FSLA, the City agrees to compensate all firefighters for hours worked above the fifty-three hours per week at the normal overtime rate of pay (time and one-half) regardless of whether employees are on any type of paid leave.

Pursuant to Article 3(B) the City may change the Work Period at any time, with 30 days' notice. In the event of a change, the City agrees meet or confer over the impacts of the City's exercise of such rights, to the extent required by the MMBA and all governing and relevant laws.

H. OVERNIGHT STANDBY PAY.

In the discretion of the Fire Chief when standby coverage is required, Employees may sign up for overnight standby coverage. Employees signing up for overnight standby coverage will receive a stipend based on their rank within the department. Firefighters will receive $50 per overnight standby assignment. Engineers and officers will receive $75 per overnight standby assignment. The Stipend is paid in addition to hours worked during standby assignment.

I. COST OF LIVING ADJUSTMENT (COLA).

Wages paid and any special compensation shall be in accordance with the most recent applicable resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk.

a. In consideration of the City contributions to a newly established 401(a), there is no increase to wages.

J. HOLIDAY PAY ON HOLIDAYS.

In lieu of holiday time off, employees shall receive additional holiday compensation on a prorated basis on each paycheck, for a total of twenty-six (26) paychecks annually, for ninety-six (96) hours equivalent to twelve (12) recognized City holidays at 11.2 hours per day. Member's compensation for the holidays shall be computed in the same fashion as is the rate of pay for vacation.

a. Holiday hours shall be earned as follows:
    - 11.2 hours per each holiday times twelve (12) recognized City holidays for a total of 134.4 hours of holiday compensation to be averaged over twenty-six (26) paychecks annually.

ARTICLE 8: TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

Employees shall accumulate vacation in accordance with the following vacation entitle schedule:

Years of Continuous Service	Vacation Hours Earned/Year
1-5 years	112
6th year	168
7th year	179

This pattern continues until 224 hours per year is reached. On the employee's 25th anniversary and every five years thereafter, an additional 11.2 hours will be awarded on that year.

B. VACATION ACCRUAL.

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this agreement. When an employee is on a leave without pay status, the employee shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, the employee shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

Employees will not earn additional vacation leave once their accrued vacation balance has reached 360 hours.

C. VACATION USAGE.

An employee may not use vacation until the employee has completed six months of City service in the position. An employee may take vacation at a time approved by the Fire Chief. It is the policy of the City that employees take their normal provided vacation leave each year. Vacation shall be taken in minimum increments of two hours.

D. PERSONAL CONVENIENCE HOLIDAYS.

Except for the calendar year they are hired, on January 1st of each year, employees earn 22.4 hours of Personal Convenience Holidays for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 56 hours of Personal Convenience Holidays.

E. SICK LEAVE.
Employees shall accrue sick leave at 11.2 hours per month.

F. FAMILY CARE.
To the extent required by law, sick leave may be used to care for ill family members.

G. BEREAVEMENT LEAVE.
The City shall allow regular full-time employees to take up to five (5) days of bereavement leave, upon the death of a family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law).

Days of bereavement leave do not need to be consecutive; Bereavement leave must be completed within three (3) months of the date of the death; Employee shall be entitled to no less than five (5) days of leave; The employee may elect to use any accrued and unused paid leave that is otherwise available to them for bereavement leave (e.g., paid vacation, personal leave, accrued and available sick leave, or compensatory time off, etc.).

The City may request that the employee provide documentation of the death if requested within thirty (30) days of the first day of leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The City shall maintain the confidence of any employee requesting bereavement leave.

H. JURY OR WITNESS DUTY.
Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

I. PREGNANCY DISABILITY LEAVE.
Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Article 8, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the

employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

J. CFRA AND FMLA LEAVE.

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

K. INDUSTRIAL ACCIDENT LEAVE.

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws and California Labor Code Section 4850.

K. LEAVE OF ABSENCE WITHOUT PAY.

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during their absence. Such leave may be extended up to one calendar year by action of the City Council.

L. MILITARY LEAVE.

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Employee Handbook if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

M. COMPENSATORY TIME OFF.

Notwithstanding the provisions of this section, fire employees may be granted compensatory time off for overtime credit, at the discretion of the Fire Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.

ARTICLE 9: OTHER BENEFITS

A. UNIFORMS.

Employees shall receive an annual uniform allowance of $1,200. The uniform allowance will be paid out proportionately with each of the twenty-six (26) paychecks.

ARTICLE 10: HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

A. GENERAL PROVISIONS:

The City will pay the full cost of the employee's enrollment in City offered health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost of enrollment in City offered plans for dental coverage for the employee and their dependents. When an employee commences work with the City, the effective date of coverage of their benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

B. LIFE INSURANCE.

The City will provide term life insurance for each employee in the amount of $50,000.

Employees may elect to increase the value of their life insurance policy by $20,000 at their own expense. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

C. SHORT-TERM DISABILITY INSURANCE.

The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

D. VISION CARE.

The City will pay for vision care benefits, for the employee and all dependents through the City's vision insurance plan.

ARTICLE 11: RETIREMENT BENEFITS

A. CALPERS.

Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS).

1. Tier One. Employees Hired Before July 1, 2012 (Tier One Classic Members)
   This section 3.1 (including subsections) shall apply to employees hired by the City of St. Helena in full-time safety positions with CalPERS membership before July 1, 2012.
   - 1/2 at 55 Pension Formulas: The "1/2 @ 55" retirement program will be available

to members covered by this Section.

- Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.1 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 20037.
- Required Member Contributions:
  Members covered shall pay, through payroll deduction, the full 10.1% member contribution for the Safety Group.

2. PEPRA. 2% at 57 For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):
   - This Section (including subsections) shall apply to members who were hired as full-time employees eligible for CalPERS membership on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).
   - 2% at 57 Pension Formulas: The "2% @ 57" retirement program will be available to members covered by this Section 3.3.
   - Final Compensation Based On 36-Months: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.
   - Required Member Contributions:

     Required 50% of Normal Costs: As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

3. Converting Sick Leave Balance.
   An employee who retires may convert their unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4. Other Options Included In CalPERS Contract.
   Employees shall be eligible for other options included in the City's contract with CalPERS applicable to safety employees as stated in that contract, and allowed by law.

5. Implementation of Internal Revenue Code Section 414(h)(2).
   As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS

contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

6. All Provisions Subject to Requirements of Law.
   The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

B. 401(A) MONEY PURCHASE PLAN – CITY CONTRIBUTION TO FULL-TIME PEPRA AND FULL-TIME CLASSIC SHPFFA MEMBER.

In lieu of an increase to salary this contract, and in consideration of the City's limit on its CalPERS retirement formula for SHPFFA members, both PEPRA (2%@57), and Classic (½@55), the City shall establish a 401(a) Money Purchase Plan Account for each full-time member and shall contribute the following:

1. Effective July 1, 2025, the City shall make a two percent (2%) pre-tax base salary contribution to the 401(a) Money Purchase Plan account of each full-time PEPRA and full-time Classic member each pay period, up to the annual limit under IRC §415(c).
2. Effective January 1, 2026, the City shall make an additional two percent (2%) contribution of pre-tax base salary contribution to the 401(a) Money Purchase Plan account of each full-time PEPRA and full-time Classic member each pay period, up to the annual limit under IRC §415(c).
3. These contribution limits are inclusive of the contributions of the City, which also includes any contributions of the City or employee to any other 401(a) accounts the full-time PEPRA and Classic safety employees hold with the City or other entities related to the City that meet IRS requirements.
4. Because the City contribution is derived from base salary, the City's dollar contribution to each full-time PEPRA member's and full-time Classic member's 401(a) Money Purchase Plan account shall increase with any increase to the full-time PEPRA and full-time Classic base salary, subject to the contribution limits set forth above.
5. In no event will the City's contribution exceed four percent (4%) of the full-time members' pre-tax base salary.
6. No employee contribution will be permitted to the employee's 401(a) Money Purchase Plan account.
7. This provision shall be in addition to the current retirement formula through CalPERS, 2%@57 (PEPRA) and ½@55 (Classic).

C. DEFERRED COMPENSATION PLAN (457).

The City offers a Deferred Compensation Plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed twenty-five dollars ($25.00) per month. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

D. RETIREMENT HEALTH SAVINGS (RHS) PLAN.

The City agrees to establish an RHS Plan through MissionSquare. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

E. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

ARTICLE 12: TRAINING AND PROFESSIONAL GROWTH

A. TUITION REIMBURSEMENT.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employees. The City will provide reimbursements for employees up to $3,500 per fiscal year for the cost of books and tuition incurred for which the employee earns college credits for classes taken in pursuit of an academic degree from an accredited college or university, which would promote professional development within City of St. Helena employment. The program is voluntary.

B. SPECIALIZED SCHOOLS AND TRAINING.

Individual Full-Time employees will be reimbursed for up to $750.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed $4,500.00 per year, subject to the City Manager's determination that courses and training are job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree. The program is voluntary.

1. Courses in A and B above require pre-approval prior to the date of enrollment in the course of study to ensure the expense is eligible under the MOU.
2. The combined amount of reimbursement for sections A and B shall not exceed $3,500 per year per employee.

ARTICLE 13: BENEFITS ON SEPARATION

Upon separation from employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

An employee leaving City employment may be entitled to certain insurance coverage opportunities, at employee's expense, under the federally mandated COBRA Program and California counterpart. Employee will receive notice of COBRA options and must timely elect benefit continuation.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement from City service, an employee enrolled immediately preceding retirement in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions of the applicable insurance plan and set forth below.

1. Conditions.
   a. That continued enrollment has the approval of the insurance company concerned.
   b. Enrollment will cease at such time as the City terminates or converts an insurance program.
   c. The retired employee shall be responsible for the entire premium and shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.

ARTICLE 14: GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence or when they become aware of an act in dispute an employee shall discuss it with their immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, they may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, they may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give a written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

The decision of the City Manager may be appealed to the City Council for review if the grievance remedy sought has a value exceeding $25,000. In such event the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such

request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.
Failure to timely initiate a grievance or timely advance it properly to the next level shall constitute a waiver of the grievance, However, the parties may mutually agree to extend any of the above deadlines in writing, for example in the event of an involved party's prolonged illness or in response to other unavoidable circumstances.

ARTICLE 15: RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.
An employee wishing to separate from service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Division by the Department Head.

B. EXIT INTERVIEW.
Any person leaving City employment shall have the opportunity for an exit interview. The purpose of the interview shall be to allow the City to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.
A Full-Time Employee may be disciplined or discharged by their Department Head but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.
In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will,

without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

   An employee may be reprimanded by their Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to, those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

   An employee may be suspended by their Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to, those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

   A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of

salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.
   A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.
   A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Inquiry.
   An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws there shall be an inquiry by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The scope and formality level of the inquiry may vary based on the applicable circumstances. Upon completion, there shall be a written report of the conclusions made. A formal investigation report should also include the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. When a supervisor, Administrative Services Director, or other City manager conducts the inquiry, they may also recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action except where a Department Head level determination is required.

2. Notice of Proposed Discipline.
   For discipline above the level of a written reprimand, the Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

a. A statement which clearly defines the intent to take action and the specific action to be taken;

b. The date the action is intended to take effect;

c. A statement of the rule(s) or regulation(s) that has/have allegedly been violated;

d. A statement of the specific action, charge(s), and facts on which the proposed action is based;

e. Copies of the written materials, reports, and documents considered by the Department Head in their decision to impose the proposed action.

f. Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.
If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.
Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing, which shall be audio recorded, within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.
Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The

Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, they will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.
   The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action (as well as for other legitimate business purpose as determined in the discretion of the Department Head.)

7. Exclusions.
   The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.
   An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the procedures set forth below. An employee who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits their appeal and the disciplinary action shall be final and binding.

2. Procedure.
   In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request for Disciplinary Hearing"). Upon receipt of the Request for Disciplinary Hearing, the City Manager shall initiate the Appeal process.

3. Association-Sponsored Appeals - Appointment of Hearing Officer.
   a. The Disciplinary Hearing Officer shall be selected jointly by the parties within fourteen

(14) calendar days of receipt by the City Manager of the employee's Request to Appeal.

b. If the parties are unable to mutually agree on a Hearing Officer within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.

c. If the Hearing Officer selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a Hearing Officer.

d. The cost of the Hearing Officer shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee Association.

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the Hearing Officer and the availability of counsel and witnesses. The hearing shall be private. The Hearing Officer may, prior to or during the hearing, grant a continuance for any reason the Hearing Officer believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the Hearing Officer.

5. Conduct of the Hearing.

a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

b. The Hearing Officer shall determine the relevancy, weight, and credibility of the testimony and evidence. The Hearing Officer shall not be bound by the technical rules of evidence. The Hearing Officer shall base their findings on the preponderance of the evidence. The City shall have the burden of proof.

c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present their witness(es) and evidence to rebut the charges.

d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or their

representative may obtain a copy of the transcript of the hearing upon request and at their own cost.

e. Each side will be allowed to examine and cross-examine witnesses, who shall testify under oath. The employee filing the appeal may be called and examined as if under cross-examination.

f. The Hearing Officer shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The Hearing Officer may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Hearing Officer.
After the conclusion of the hearing, the Hearing Officer shall prepare a recommended decision based on their findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the Hearing Officer sustains or does not sustain and the reason(s) for the Hearing Officer's decision.

7. Decision of the City Manager.
After receiving and considering the recommendation of the Hearing Officer, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City. The City Manager's decision shall be the final administrative step.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE.

The following are examples of sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of, illegal drugs or alcohol while on City business, or during work hours, or while representing the City.
- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.

- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.
- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 16: LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

ARTICLE 17: SEPARABILITY

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 18: TERM AND COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2025 and shall expire on June 30, 2026.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHPFA job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

ARTICLE 19: SIGNATURES

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA PROFESSIONAL FIRE FIGHTERS ASSOCIATION

_____

REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2025- ____

_____

CITY MANAGER

ATTACHMENT 7

UNREPRESENTED COMPENSATION PROGRAM
Twelfth~~Eleventh~~ Amendment

Approved on June 24, 2025
Effective July 1, 2025 to June 30, 2026~~July 26, 2022 – July 1, 2022 – June 30, 2025~~

Adopted: March 8, 2016
First Amendment: June 24, 2016
Second Amendment: September 13, 2016
Third Amendment: June 27, 2017
Fourth Amendment: May 8, 2018
Fifth Amendment: October 8, 2019
Sixth Amendment: October 22, 2019
Seventh Amendment: July 14, 2020
Eighth Amendment: October 13, 2020
Ninth Amendment (inadvertently numbered as Eighth): February 9, 2021
Tenth Amendment: February 8, 2022

CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together "Employees") as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:
For At-will Executive Management, Mid-Management, and Confidential employees (together "Employees"), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who's effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the "Unrepresented Program." This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:
Employees covered under this program shall include the following:

A. At-Will Executive Management
Director of Administrative Services ~~Director~~
Assistant City Manager
Director of Community Development
Director of Community Services
Deputy City Manager
Fire Chief
~~Library Director~~
~~Planning & Building Director~~
Police Chief

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Director of Public Works ~~Director~~
~~Parks & Recreation Director~~
City Clerk

B. Mid-Management
Assistant Director of Public Works
~~Director~~ Chief Building Official
Deputy Director of Community Services
Library Manager
Police Lieutenant
Management Analyst
Project Manager
Public Works Assistant Operations Manager
Public Works Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Senior Engineer
~~Treatment Plant Manager~~

C. Confidential
Administrative Services Manager
Assistant Administrative Services Director
Assistant to the City Manager
Human Resources Manager
Program Manager
Senior Management Analyst

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Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:
The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 Annual Salary Adjustment:

3.1.1 Effective July 1, 2025~~52~~, all bargaining unit members shall receive a Cost of Living (COLA) increase of three~~five~~ (3~~5~~) percent.

~~Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a ceiling of five (5) percent~~.

~~3.1.2 Equity Adjustment. The City will provide equity adjustments for Unrepresented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 3.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each Unrepresented position as of May 2022.~~

~~Position Title~~	~~% out of 95% Market Median~~
~~Administrative Services Director~~	~~-4.8%~~
~~Administrative Services Manager~~	~~-4.4%~~
~~Assistant Administrative Services Director~~	~~-12.8%~~
~~Assistant City Manager~~	~~0.0%~~
~~Assistant Public Works Director~~	~~-0.5%~~
~~Assistant to the City Manager~~	~~3.3%~~
~~Chief Building Official~~	~~-2.2%~~
~~City Clerk~~	~~3.3%~~
~~Fire Chief~~	~~-10.4%~~
~~Human Resources Manager~~	~~-4.4%~~
~~Library Director~~	~~-6.9%~~
~~Management Analyst~~	~~-3.8%~~
~~Planning & Building Director~~	~~-8.4%~~
~~Police Chief~~	~~-9.8%~~
~~Police Lieutenant~~	~~-23.0%~~
~~Public Works Assistant Operations Manager~~	~~-5.5%~~
~~Public Works Director~~	~~-3.7%~~
~~Public Works Operations Manager~~	~~-5.5%~~
~~Parks & Recreation Director~~	~~-10.4%~~
~~Senior Engineer~~	~~-6.5%~~

~~Senior Management Analyst~~	~~3.8%~~
~~Senior Planner~~	~~2.8%~~
~~Treatment Plant Manager~~	~~4.1%~~

~~Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:~~

- ~~7/1/22 – Equity Adjustment of two and one-half (2 ½) percent~~
- ~~1/1/23 – Equity Adjustment of two (2) percent~~
- ~~7/1/23 – Equity Adjustment of two (2) percent~~
- ~~1/1/24 – Equity Adjustment of two (2) percent~~
- ~~7/1/24 – Equity Adjustment of two (2) percent~~
- ~~1/1/25 – Equity Adjustment of two (2) percent~~

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

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 *Out-Of-Class Pay*

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be

pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

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3.6 *Longevity Pay*

Longevity pay shall be provided to each permanent employee starting with the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of rate of pay.

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SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members) This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The "2% @ 55" (for miscellaneous employees) or "3% @ 50" (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):
This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The "2% @ 60" (for miscellaneous) or "3% @ 55" (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):
This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The "2% @ 62" (for miscellaneous) or "3% @ 57" (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government

Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:
CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:
An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):
As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:
The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:
The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:
The City will provide term life insurance for each employee, not to exceed $50,000.

Employees may elect to increase the value of their life insurance policy by $~~2~~30,000 at their own expense for a total policy value of $8~~7~~0,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.

SECTION 6: HOLIDAYS

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Birthday	March 31st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24th
Christmas Day	December 25th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding

Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:
Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

Years of Continuous Service	Vacation Days Earned/Year
1 – 5 years	10
6th year	15
7th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:
Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:
An employee may take vacation at a time approved by the employee's direct supervisor,

or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff, the Assistant Administrative Services Director, the Assistant Public Works Director, the Assistant to the City Manager, and the Program Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September	20 hours awarded on the date of hire, 40 hours additional at-will
October – December	10 hours awarded on the date of hire, 20 hours additional at-will

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:
Employees shall accrue and use sick leave in accordance with City of St. Helena

Personnel/Administrative on Sick Leave.

9.2 Family Care:
Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state of federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:
Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:
The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:
Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:
Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):
In addition to leave authorized by Section 9.6, eligible employees may take leave based

on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 Leave of Absence Without Pay:
Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 Military Leave:
An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 Professional Seminars and Training:
To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 Professional Membership Fees:
Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:
An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to $~~1~~3,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS

11.1 Vehicle Reimbursement:
Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of $200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:
Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to $200 per month to the employee's contribution into the City's deferred compensation program. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

11.3 Retirement Health Savings (RHS) Plan:
The City agrees to establish an RHS Plan. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

~~11.3~~11.4 Health Club Membership:
The City will pay a one-time membership fee of $25.00 towards employee enrollment in a health clubs.

~~11.4~~11.5 Sick Leave Payout:

~~11.4.1~~11.5.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

~~11.4.2~~11.5.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not

be eligible to convert any of their accrued sick leave towards health premiums.

~~11.4.3~~11.5.3 The City will not pay the employee upon separation in good standing from the City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described in Section 11.4 of the Program beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will be permitted to convert them in accordance with the provisions of Section 11.4.

~~11.5~~11.6 St. Helena Charity Based Events:
In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of $750.00 per calendar year.

~~11.6~~11.7 Uniform Allowance:
Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of $1,250. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:
In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:
At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.

ATTACHMENT 8

UNREPRESENTED COMPENSATION PROGRAM
Twelfth Amendment

Approved on June 24, 2025

Effective July 1, 2025 to June 30, 2026

Adopted: March 8, 2016

First Amendment: June 24, 2016

Second Amendment: September 13, 2016

Third Amendment: June 27, 2017

Fourth Amendment: May 8, 2018

Fifth Amendment: October 8, 2019

Sixth Amendment: October 22, 2019

Seventh Amendment: July 14, 2020

Eighth Amendment: October 13, 2020

Ninth Amendment (inadvertently numbered as Eighth): February 9, 2021

Tenth Amendment: February 8, 2022

CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together "Employees") as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:

For At-will Executive Management, Mid-Management, and Confidential employees (together "Employees"), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who's effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the "Unrepresented Program." This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:

Employees covered under this program shall include the following:

A. At-Will Executive Management

Director of Administrative ServicesAssistant
City Manager
Director of Community Development
Director of Community Services
Deputy City Manager
Fire Chief
Police Chief

Director of Public Works
City Clerk

B. Mid-Management
Assistant Director of Public Works
Chief Building Official
Deputy Director of Community Services
Library Manager
Police Lieutenant
Management Analyst
Project Manager
Public Works Assistant Operations Manager
Public Works Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Senior Engineer

C. Confidential
Administrative Services Manager
Assistant Administrative Services Director
Assistant to the City Manager
Human Resources Manager
Program Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:
The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be “At Will” employees, and shall enter into an employment contract, confirming the “At Will” status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager’s employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 Annual Salary Adjustment:

3.1.1 Effective July 1, 2025, all bargaining unit members shall receive a Cost of Living (COLA) increase of three (3) percent.

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 *Out-Of-Class Pay*

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

3.6 ***Longevity Pay***

Longevity pay shall be provided to each permanent employee starting with the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of rate of pay.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The "2% @ 55" (for miscellaneous employees) or "3% @ 50" (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):
This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The "2% @ 60" (for miscellaneous) or "3% @ 55" (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):
This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The "2% @ 62" (for miscellaneous) or "3% @ 57" (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs:

As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing:

Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:
The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:
The City will provide term life insurance for each employee, not to exceed $50,000.

Employees may elect to increase the value of their life insurance policy by $30,000 at their own expense for a total policy value of $80,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.

5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.

SECTION 6: HOLIDAYS

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Birthday	March 31st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24th
Christmas Day	December 25th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

Years of Continuous Service	Vacation Days Earned/Year
1 – 5 years	10
6th year	15
7th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:
An employee may take vacation at a time approved by the employee's direct supervisor, or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff, the Assistant Administrative Services Director, the Assistant Public Works Director, and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September	20 hours awarded on the date of hire, 40 hours additional at-will
October – December	10 hours awarded on the date of hire, 20 hours additional at-will

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:
Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative on Sick Leave.

9.2 Family Care:
Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state of federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:
Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:
The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:
Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:
Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):
In addition to leave authorized by Section 9.6, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical

conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 Leave of Absence Without Pay:

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 Military Leave:

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 Professional Seminars and Training:

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 Professional Membership Fees:

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to $3,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS

11.1 Vehicle Reimbursement:
Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of $200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:
Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to $200 per month to the employee's contribution into the City's deferred compensation program. Employees may elect to make traditional (pre-tax) and/or ROTH (post-tax) contributions to the plan, up to the maximum allowed, under IRS rules.

11.3 Retirement Health Savings (RHS) Plan:
The City agrees to establish an RHS Plan through MissionSquare. The plan will be voluntary and contributions will be made by members as allowed under IRS rules.

11.4 Health Club Membership:
The City will pay a one-time membership fee of $25.00 towards employee enrollment in a health clubs.

11.5 Sick Leave Payout:

11.5.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.5.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.5.3 The City will not pay the employee upon separation in good standing from the City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described

in Section 11.4 of the Program beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will be permitted to convert them in accordance with the provisions of Section 11.4.

11.6 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of $750.00 per calendar year.

11.7 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of $1,250. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted June 24, 2025

Effective July 1, 2025

FY 2025-2026

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
City Clerk	Annual	128,266	134,679	141,413	148,484	155,908
	Monthly	10,689	11,223	11,784	12,374	12,992
	Hourly	61.67	64.75	67.99	71.39	74.96
Deputy City Manager	Annual	152,529	160,156	168,163	176,571	185,400
	Monthly	12,711	13,346	14,014	14,714	15,450
	Hourly	73.33	77.00	80.85	84.89	89.13
Directory of Community Services	Annual	171,183	179,742	188,729	198,166	208,074
	Monthly	14,265	14,979	15,727	16,514	17,339
	Hourly	82.30	86.41	90.74	95.27	100.04
Director of Administrative Services	Annual	171,224	179,785	188,775	198,213	208,124
	Monthly	14,269	14,982	15,731	16,518	17,344
	Hourly	82.32	86.44	90.76	95.29	100.06
Director of Community Development	Annual	190,606	200,136	210,143	220,650	231,682
	Monthly	15,884	16,678	17,512	18,387	19,307
	Hourly	91.64	96.22	101.03	106.08	111.39
Director of Public Works	Annual	190,606	200,136	210,143	220,650	231,682
	Monthly	15,884	16,678	17,512	18,387	19,307
	Hourly	91.64	96.22	101.03	106.08	111.39
Fire Chief	Annual	195,006	204,756	214,994	225,744	237,031
	Monthly	16,250	17,063	17,916	18,812	19,753
	Hourly	93.75	98.44	103.36	108.53	113.96
Police Chief	Annual	199,474	209,448	219,920	230,916	242,462
	Monthly	16,623	17,454	18,327	19,243	20,205
	Hourly	95.90	100.70	105.73	111.02	116.57
Assistant City Manager	Annual	203,185	213,344	224,011	235,212	246,973
	Monthly	16,932	17,779	18,668	19,601	20,581
	Hourly	97.69	102.57	107.70	113.08	118.74
City Manager [(1)]	Annual	250,287		287,830		331,005
	Monthly	20,857		23,986		27,584
	Hourly	120.33		138.38		159.14

[(1)] Salaries do not have a scale.

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

[(3)] Longevity Pay - Longevity pay shall be provided to each permanent employee starting with the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of rate of pay.

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted June 24, 2025

Effective July 1, 2025

FY 2025-2026

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Management Analyst	Annual	98,082	102,986	108,135	113,542	119,219
	Monthly	8,173	8,582	9,011	9,462	9,935
	Hourly	47.15	49.51	51.99	54.59	57.32
Senior Management Analyst	Annual	107,251	112,613	118,244	124,156	130,364
	Monthly	8,938	9,384	9,854	10,346	10,864
	Hourly	51.56	54.14	56.85	59.69	62.68
Public Works Assistant Operations Manager	Annual	114,442	120,164	126,173	132,481	139,105
	Monthly	9,537	10,014	10,514	11,040	11,592
	Hourly	55.02	57.77	60.66	63.69	66.88
Recreation Manager	Annual	115,264	121,027	127,079	133,433	140,104
	Monthly	9,605	10,086	10,590	11,119	11,675
	Hourly	55.42	58.19	61.10	64.15	67.36
Senior Planner	Annual	126,836	133,178	139,837	146,829	154,170
	Monthly	10,570	11,098	11,653	12,236	12,848
	Hourly	60.98	64.03	67.23	70.59	74.12
Project Manager	Annual	126,836	133,178	139,837	146,829	154,170
	Monthly	10,570	11,098	11,653	12,236	12,848
	Hourly	60.98	64.03	67.23	70.59	74.12
Public Works Operations Manager	Annual	126,836	133,178	139,837	146,829	154,170
	Monthly	10,570	11,098	11,653	12,236	12,848
	Hourly	60.98	64.03	67.23	70.59	74.12
Chief Building Official	Annual	140,788	147,827	155,218	162,979	171,128
	Monthly	11,732	12,319	12,935	13,582	14,261
	Hourly	67.69	71.07	74.62	78.36	82.27
Deputy Director of Community Services - Library	Annual	141,405	148,475	155,899	163,693	171,878
	Monthly	11,784	12,373	12,992	13,641	14,323
	Hourly	67.98	71.38	74.95	78.70	82.63
Senior Civil Engineer	Annual	142,039	149,141	156,598	164,428	172,649
	Monthly	11,837	12,428	13,050	13,702	14,387
	Hourly	68.29	71.70	75.29	79.05	83.00
Lieutenant	Annual	143,454	150,627	158,158	166,066	174,370
	Monthly	11,955	12,552	13,180	13,839	14,531
	Hourly	68.97	72.42	76.04	79.84	83.83
Assistant Director of Public Works	Annual	152,438	160,060	168,063	176,466	185,289
	Monthly	12,703	13,338	14,005	14,705	15,441
	Hourly	73.29	76.95	80.80	84.84	89.08

Position	Timebase*	Steps A	B	C	D	E
Confidential Positions						
Management Analyst [1]	Annual	98,082	102,986	108,135	113,542	119,219
	Monthly	8,173	8,582	9,011	9,462	9,935
	Hourly	47.15	49.51	51.99	54.59	57.32
Senior Management Analyst [1]	Annual	107,251	112,613	118,244	124,156	130,364
	Monthly	8,938	9,384	9,854	10,346	10,864
	Hourly	51.56	54.14	56.85	59.69	62.68
Assistant to the City Manager [1]	Annual	124,877	131,121	137,677	144,561	151,789
	Monthly	10,406	10,927	11,473	12,047	12,649
	Hourly	60.04	63.04	66.19	69.50	72.98
Human Resources Manager [1]	Annual	128,493	134,917	141,663	148,746	156,183
	Monthly	10,708	11,243	11,805	12,396	13,015
	Hourly	61.78	64.86	68.11	71.51	75.09
Program Manager [1]	Annual	131,749	138,337	145,254	152,516	160,142
	Monthly	10,979	11,528	12,104	12,710	13,345
	Hourly	63.34	66.51	69.83	73.33	76.99
Finance Manager [1]	Annual	137,570	144,448	151,671	159,254	167,217
	Monthly	11,464	12,037	12,639	13,271	13,935
	Hourly	66.14	69.45	72.92	76.56	80.39
Assistant Director of Administrative Services [1]	Annual	147,760	155,148	162,905	171,050	179,603
	Monthly	12,313	12,929	13,575	14,254	14,967
	Hourly	71.04	74.59	78.32	82.24	86.35

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

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

[3] Longevity Pay - Longevity pay shall be provided to each permanent employee starting with the employee's fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of rate of pay.

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Part-time, Extra-Help, and Elected Officials

Approved and Adopted June 24, 2025

Effective July 1, 2025

FY 2025-2026

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Part-time Classifications						
Casual Worker I	Hourly	18.23	19.14	20.10	21.10	22.16
Casual Worker II	Hourly	19.14	20.09	21.10	22.15	23.26
Casual Worker III	Hourly	23.03	24.18	25.39	26.66	27.99
Casual Worker IV	Hourly	29.38	30.84	32.39	34.01	35.71
Casual Worker V	Hourly	37.48	39.36	41.32	43.39	45.56

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Part-time Firefighter Classifications						
Firefighter	Hourly	31.38	32.95	34.60	36.33	38.14
Engineer	Hourly	34.22	35.93	37.73	39.62	41.60
Captain	Hourly	37.65	39.53	41.51	43.58	45.76
Assistant Chief	Hourly	39.68	41.66	43.74	45.93	48.23

Position	**Timebase***	
Extra Help Classifications		
Technical Associate	Hourly	26.08 - 68.70
Professional Associate	Hourly	47.15 - 89.08
Executive Associate	Hourly	61.67 - 138.38

Position		
Elected Positions		
Mayor [1]	Annual	18,000
Vice Mayor [1]	Annual	11,400
Council Member [1]	Annual	11,400
Planning Chairperson [1]	Annual	1,200
Planning Vice Chairperson [1]		
Planning Commissioner [1]		

[1] *Salaries do not have a scale.*

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

Definitions:

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

Technical Associate

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

Professional Associate

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

Executive Associate

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Police Officers Association

Approved and Adopted June 24, 2025

Effective July 1, 2025

FY 2025-2026

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Dispatcher	Annual	71,504	75,079	78,833	82,774	86,913
	Monthly	5,959	6,257	6,569	6,898	7,243
	Hourly	34.38	36.10	37.90	39.80	41.79
Property & Evidence Technician	Annual	71,504	75,079	78,833	82,774	86,913
	Monthly	5,959	6,257	6,569	6,898	7,243
	Hourly	34.38	36.10	37.90	39.80	41.79
Records Supervisor	Annual	85,832	90,124	94,630	99,361	104,329
	Monthly	7,153	7,510	7,886	8,280	8,694
	Hourly	41.27	43.33	45.50	47.77	50.16
Police Officer Trainee	Annual	59,290	62,254	65,367	68,635	72,067
	Monthly	4,941	5,188	5,447	5,720	6,006
	Hourly	28.50	29.93	31.43	33.00	34.65
Police Officer	Annual	98,818	103,759	108,947	114,394	120,114
	Monthly	8,235	8,647	9,079	9,533	10,010
	Hourly	47.51	49.88	52.38	55.00	57.75
Sergeant	Annual	118,629	124,561	130,789	137,328	144,195
	Monthly	9,886	10,380	10,899	11,444	12,016
	Hourly	57.03	59.88	62.88	66.02	69.32

(1) Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:
5 years - 2.5% of base salary
10 years - 5.0% of base salary
15 years - 7.5% of base salary
20 years - 10% of base salary

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

(3) POST Certificates - Additional monthly salary compensation shall be received by an employee attaining certificates, as follows:
POST Intermediate Certificate - $150.00
POST Advanced Certificate - $275.00
POST Records Supervisor Certificate - $150.00

(4) Special Assignment Pay:
Motorcycle Officer, Range Master or Reserve Coordinator - $200.00 per month
Field Training Officers or Communication Training Officers - 7% of their daily salary, per day, while assigned to the trainee
Canine, Officer Investigator Position, and School Resource Officer - 3% of base salary
Police Service Dog Handler - $376.41 per pay period

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

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

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

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

St. Helena Employee Association - Miscellaneous Group

Approved and Adopted June 24, 2025

Effective July 1, 2025

FY 2025-2026

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Office Assistant	Annual	54,237	56,949	59,796	62,786	65,925
	Monthly	4,520	4,746	4,983	5,232	5,494
	Hourly	26.08	27.38	28.75	30.19	31.69
Library Associate I	Annual	55,108	57,863	60,757	63,795	66,984
	Monthly	4,592	4,822	5,063	5,316	5,582
	Hourly	26.49	27.82	29.21	30.67	32.20
Maintenance Worker I	Annual	59,672	62,656	65,788	69,078	72,532
Buildings & Streets; Parks & Trees	Monthly	4,973	5,221	5,482	5,756	6,044
	Hourly	28.69	30.12	31.63	33.21	34.87
Library Associate II	Annual	60,647	63,680	66,864	70,207	73,717
	Monthly	5,054	5,307	5,572	5,851	6,143
	Hourly	29.16	30.62	32.15	33.75	35.44
Recreation Coordinator	Annual	62,528	65,655	68,937	72,384	76,003
	Monthly	5,211	5,471	5,745	6,032	6,334
	Hourly	30.06	31.56	33.14	34.80	36.54
Permit Technician I	Annual	64,815	68,056	71,458	75,031	78,783
Planning; Building	Monthly	5,401	5,671	5,955	6,253	6,565
	Hourly	31.16	32.72	34.35	36.07	37.88
Accounting Technician I	Annual	65,052	68,304	71,720	75,305	79,071
	Monthly	5,421	5,692	5,977	6,275	6,589
	Hourly	31.27	32.84	34.48	36.20	38.01
Administrative Assistant	Annual	65,082	68,336	71,752	75,340	79,107
	Monthly	5,423	5,695	5,979	6,278	6,592
	Hourly	31.29	32.85	34.50	36.22	38.03
Maintenance Worker II	Annual	65,637	68,919	72,365	75,983	79,782
Buildings & Streets; Parks & Trees	Monthly	5,470	5,743	6,030	6,332	6,648
	Hourly	31.56	33.13	34.79	36.53	38.36
Senior Library Associate	Annual	66,681	70,015	73,516	77,192	81,051
	Monthly	5,557	5,835	6,126	6,433	6,754
	Hourly	32.06	33.66	35.34	37.11	38.97
Maintenance Worker I	Annual	68,457	71,880	75,474	79,247	83,210
Underground Utilities	Monthly	5,705	5,990	6,289	6,604	6,934
	Hourly	32.91	34.56	36.29	38.10	40.00
Librarian I	Annual	68,694	72,128	75,735	79,522	83,498
	Monthly	5,724	6,011	6,311	6,627	6,958
	Hourly	33.03	34.68	36.41	38.23	40.14

Position	Timebase*	Steps A	B	C	D	E
Plant Operator in Training	Annual	69,938	73,435	77,107	80,962	85,010
Water; Wastewater	Monthly	5,828	6,120	6,426	6,747	7,084
	Hourly	33.62	35.31	37.07	38.92	40.87
Human Resources Technician [5]	Annual	70,805	74,346	78,063	81,966	86,064
	Monthly	5,900	6,195	6,505	6,830	7,172
	Hourly	34.04	35.74	37.53	39.41	41.38
Permit Technician II	Annual	71,290	74,855	78,598	82,528	86,654
Planning; Building	Monthly	5,941	6,238	6,550	6,877	7,221
	Hourly	34.27	35.99	37.79	39.68	41.66
Accounting Technician II	Annual	71,559	75,137	78,894	82,839	86,981
	Monthly	5,963	6,261	6,575	6,903	7,248
	Hourly	34.40	36.12	37.93	39.83	41.82
Executive Assistant	Annual	71,596	75,176	78,935	82,882	87,026
	Monthly	5,966	6,265	6,578	6,907	7,252
	Hourly	34.42	36.14	37.95	39.85	41.84
Lead Maintenance Worker	Annual	72,207	75,817	79,608	83,589	87,768
Buildings & Streets; Parks & Trees	Monthly	6,017	6,318	6,634	6,966	7,314
	Hourly	34.71	36.45	38.27	40.19	42.20
Engineering Technician I	Annual	73,138	76,795	80,635	84,667	88,900
	Monthly	6,095	6,400	6,720	7,056	7,408
	Hourly	35.16	36.92	38.77	40.71	42.74
Administrative Records Assistant	Annual	75,076	78,829	82,771	86,909	91,255
	Monthly	6,256	6,569	6,898	7,242	7,605
	Hourly	36.09	37.90	39.79	41.78	43.87
Maintenance Worker II	Annual	75,309	79,075	83,029	87,180	91,539
Underground Utilities	Monthly	6,276	6,590	6,919	7,265	7,628
	Hourly	36.21	38.02	39.92	41.91	44.01
Librarian II	Annual	75,557	79,335	83,301	87,466	91,840
	Monthly	6,296	6,611	6,942	7,289	7,653
	Hourly	36.33	38.14	40.05	42.05	44.15
Environmental Services Technician I	Annual	77,607	81,488	85,562	89,840	94,332
	Monthly	6,467	6,791	7,130	7,487	7,861
	Hourly	37.31	39.18	41.14	43.19	45.35
Permit Technician III	Annual	78,422	82,343	86,460	90,783	95,323
Planning; Building	Monthly	6,535	6,862	7,205	7,565	7,944
	Hourly	37.70	39.59	41.57	43.65	45.83
Senior Accounting Technician	Annual	78,710	82,645	86,777	91,116	95,672
	Monthly	6,559	6,887	7,231	7,593	7,973
	Hourly	37.84	39.73	41.72	43.81	46.00

Position	Timebase*	Steps A	B	C	D	E
Engineering Technician II	Annual	80,447	84,469	88,693	93,128	97,784
	Monthly	6,704	7,039	7,391	7,761	8,149
	Hourly	38.68	40.61	42.64	44.77	47.01
Plant Operator I	Annual	80,470	84,493	88,718	93,154	97,812
Water; Wastewater	Monthly	6,706	7,041	7,393	7,763	8,151
	Hourly	38.69	40.62	42.65	44.79	47.02
Assistant Planner	Annual	83,405	87,576	91,954	96,552	101,380
	Monthly	6,950	7,298	7,663	8,046	8,448
	Hourly	40.10	42.10	44.21	46.42	48.74
Lead Maintenance Worker	Annual	82,836	86,977	91,326	95,893	100,687
Underground Utilities	Monthly	6,903	7,248	7,611	7,991	8,391
	Hourly	39.82	41.82	43.91	46.10	48.41
Senior Librarian	Annual	83,108	87,263	91,626	96,207	101,018
	Monthly	6,926	7,272	7,636	8,017	8,418
	Hourly	39.96	41.95	44.05	46.25	48.57
Recreation Supervisor	Annual	85,307	89,572	94,051	98,753	103,691
	Monthly	7,109	7,464	7,838	8,229	8,641
	Hourly	41.01	43.06	45.22	47.48	49.85
Environmental Services Technician II	Annual	85,363	89,631	94,113	98,819	103,760
	Monthly	7,114	7,469	7,843	8,235	8,647
	Hourly	41.04	43.09	45.25	47.51	49.88
Junior Engineer	Annual	85,976	90,275	94,789	99,528	104,505
	Monthly	7,165	7,523	7,899	8,294	8,709
	Hourly	41.33	43.40	45.57	47.85	50.24
Plant Operator II	Annual	88,477	92,901	97,546	102,423	107,544
Water; Wastewater	Monthly	7,373	7,742	8,129	8,535	8,962
	Hourly	42.54	44.66	46.90	49.24	51.70
Senior Engineering Technician	Annual	88,492	92,917	97,563	102,441	107,563
	Monthly	7,374	7,743	8,130	8,537	8,964
	Hourly	42.54	44.67	46.91	49.25	51.71
Fire Inspector	Annual	90,906	95,451	100,224	105,235	110,496
	Monthly	7,575	7,954	8,352	8,770	9,208
	Hourly	43.70	45.89	48.18	50.59	53.12
Associate Planner	Annual	91,743	96,330	101,147	106,204	111,514
	Monthly	7,645	8,028	8,429	8,850	9,293
	Hourly	44.11	46.31	48.63	51.06	53.61
Human Resources Analyst [5]	Annual	94,119	98,825	103,767	108,955	114,403
	Monthly	7,843	8,235	8,647	9,080	9,534
	Hourly	45.25	47.51	49.89	52.38	55.00

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Administrative Analyst	Annual	94,981	99,731	104,717	109,953	115,451
Public Works Financial Analyst	Monthly	7,915	8,311	8,726	9,163	9,621
	Hourly	45.66	47.95	50.34	52.86	55.51
Buildings & Streets Superintendent	Annual	95,247	100,010	105,010	110,261	115,774
Parks & Trees Superintendent	Monthly	7,937	8,334	8,751	9,188	9,648
	Hourly	45.79	48.08	50.49	53.01	55.66
Plant Operator III	Annual	97,750	102,638	107,769	113,158	118,816
Water; Wastewater	Monthly	8,146	8,553	8,981	9,430	9,901
	Hourly	47.00	49.34	51.81	54.40	57.12
Assistant Engineer	Annual	99,301	104,266	109,480	114,954	120,701
	Monthly	8,275	8,689	9,123	9,579	10,058
	Hourly	47.74	50.13	52.63	55.27	58.03
Underground Utilities Superintendent	Annual	100,050	105,053	110,305	115,820	121,611
	Monthly	8,338	8,754	9,192	9,652	10,134
	Hourly	48.10	50.51	53.03	55.68	58.47
Associate Civil Engineer	Annual	109,240	114,702	120,437	126,459	132,782
	Monthly	9,103	9,558	10,036	10,538	11,065
	Hourly	52.52	55.15	57.90	60.80	63.84
Chief Plant Operator	Annual	117,556	123,434	129,605	136,086	142,890
Water; Wastewater	Monthly	9,796	10,286	10,800	11,340	11,908
	Hourly	56.52	59.34	62.31	65.43	68.70

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

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10% of base salary

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

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

(4) Certification Pay - $100.00 per month for each governmental certificate or licensing as follows:

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

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

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

Playground Inspection Certification for employees in the Parks Division.

Arborist Certificate for employees in the Parks Division.

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

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

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

Public Comment – St. Helena Employees Association (SHEA)

Dear Mayor Dohring, Vice Mayor Deasy, and Members of the City Council,

On behalf of the members of the St. Helena Employees Association (SHEA), we respectfully submit this written comment regarding the proposed update to our Memorandum of Understanding (MOU) so that our union perspective will be heard.

While we approached negotiations in good faith and with the hope of productive dialogue, we are disappointed with both the process and the outcome. Even before formal bargaining began, we were informed that increases would be minimal. This early message was both surprising and disheartening. Despite this, our team remained committed to finding creative, collaborative solutions that would not place additional financial burden on the City.

We offered several proposals that would have improved workplace conditions and employee morale at little to no cost, such as schedule flexibility and productivity-neutral benefits. One example was our proposal to allow a 4/10 work schedule option, similar to the existing 9/80 schedule structure. We proposed that this alternative be available with Director approval, and with flexibility among staff to ensure coverage (such as staggered Monday or Friday off-days) to avoid any disruption to City services. This was a balanced, no-cost solution that addressed work-life balance and employee morale while protecting public service delivery. However, the City declined to even include the option in the MOU, instead preferring not to allow departments or directors discretion to explore its use. Furthermore, concerns raised about potential productivity impacts were not supported by internal data or any measurable evidence.

Additionally, we were disappointed by the City’s refusal to allow certificate programs to qualify for tuition reimbursement. The City's position (that only bachelor’s or master’s degrees provide a benefit worth investing in) ignores the real-world value of technical training, professional development, and certifications that directly support and enhance job performance. While the tuition reimbursement amount was added in the amount of $3,500, the expanded funding comes with stricter limitations, excluding many employees who are pursuing alternative forms of job-related education. Although the MOU retains a separate provision titled “Specialized Schools and Training,” which allows individual full-time employees to be reimbursed up to $500 per year for job-related courses (with a unit-wide cap of $6,000 per year), this option is limited in scope. It does not cover coursework toward an academic degree and remains subject to the City Manager’s determination of job relevance. The disparity between these two programs underscores the limited investment in practical, skills-based learning that many employees actively pursue.This decision sends a disheartening message to employees who are actively seeking ways to grow in their roles and bring added value to their departments.

We also requested that the City consider offering paid time off for the week between Christmas and New Year’s. This period historically sees very low public-facing demand and reduced

internal operations, as many managers and administrative staff are also out of the office. Granting this time off would have been a meaningful recognition of employee contributions during the year and an opportunity to support work-life balance. After considerable back and forth, the City ultimately approved only December 26th as a one-time paid day off. While appreciated, this limited gesture did not reflect the full intent of our proposal and was still accompanied by concerns about potential loss of productivity, despite the historically quiet workload and limited operational impact during that time.

We also asked for an increase to the City's deferred compensation match, proposing a $50 per month increase to bring the total to $100. Initially, this request was declined multiple times throughout the negotiation process, with the City citing a lack of funding. Only after repeated discussion was a $25 increase to deferred compensation approved, bringing the total to $75 per month. While we appreciate this improvement, it still falls well below the $200 per month deferred comp match provided to management employees. We recognize that compensation structures vary by classification, but our proposal was intended as a modest step toward helping all employees strengthen their financial futures. The City also introduced a new optional retirement plan that employees may opt into, which the City will fund at no additional cost to itself. While this addition is appreciated, it does not provide the same level of ongoing support as a monthly match increase would have offered. This was another missed opportunity to invest in employee well-being with minimal fiscal impact.

While the City did offer a few new or modified benefits such as increased boot sole reimbursements, certificate pay increases, and narrower uses of educational reimbursement, these changes appear largely symbolic. These options affect a very limited number of SHEA members and were presented as enhancements, though the actual impact will be minimal. An example is that throughout negotiations, the City repeatedly cited a lack of available funding, yet chose to include the tuition reimbursement of $3,500 per employee, while also tightening restrictions on what qualifies as explained above. This move gave the appearance of a generous benefit, despite knowing that few employees may actually be able to use it. It gives the impression that the City was more interested in being able to say it offered new benefits than in meaningfully improving conditions for the majority of the workforce.

Meanwhile, the expectations placed on City staff continue to grow. Employees are asked to do more with less, take on expanded roles, and consistently meet rising service demands with limited resources. When this increase in responsibility is paired with only minimal compensation adjustments, and the rejection of other low-cost options, it results in greater stress, faster burnout, and declining morale. The options we presented, such as flexible scheduling and additional time off, could have directly supported staff well-being and helped mitigate burnout, at little to no financial cost to the City.

Ultimately, SHEA agreed to move forward with these negotiations under pressure, as we were told there was a possibility that we would not receive retroactive pay back to July 1, 2025, if an agreement was not finalized before the deadline for the agenda for the June 24, 2025, City Council meeting. This was due to the fact that the next scheduled Council meeting would not

occur until July 22, 2025, which is after the start of the new fiscal year. The final version of the agreement was sent to SHEA 24 hours before a decision was required to meet that deadline, leaving no meaningful time to share the updated terms with all union members ahead of the vote. Members were asked to vote on the terms without being given the opportunity to review the final version of the agreement, most members first saw it at the same time it was released publicly in the Council meeting staff report. The urgency around this timeline was used to push the agreement across the finish line, placing our members in a difficult position; choosing between timely compensation and informed decision-making.

SHEA represents 40 employees across multiple departments, and the adopted budget lists three of those positions as frozen, which further limits available staff resources. Out of the 86.95 full-time equivalent positions in the City's organization, our members are among the most heavily relied on and yet continue to see increased expectations with limited support. Notably, 20 of these positions are held by employees who perform field work, often in the rain, heat, and other inclement weather conditions. These are the staff fixing potholes, responding to water main breaks, and performing emergency repairs late at night to keep essential services running. That level of commitment deserves recognition and support, yet the imbalance between expectations and resources was not addressed through this MOU.

In addition to the broader staffing and morale concerns, City Hall employees have also been dealing with ongoing building issues that have directly affected daily working conditions since moving to the new City Hall location in early 2023. The heating system frequently fails during the winter, while the air conditioning is often nonfunctional in the summer, leaving staff to work in uncomfortable and sometimes extreme indoor temperatures. One of the City's Public Works staff members is required to come over nearly every day to address these issues, yet the problem has remained unresolved due to a lack of decisive action or follow-through from management. Only within the past month, after nearly two years of ongoing complaints, has the issue been formally escalated. These physical conditions add to the strain employees face and reflect a broader lack of investment in the well-being of the staff who serve the public daily.

We also want to acknowledge the stated priorities of City leadership. The City Manager has publicly and repeatedly expressed the importance of employee retention, yet this negotiation did not reflect that priority in practice. Similarly, the City Council's own Goal 6: Improve Employee Recruitment, Retention, & Morale was not supported through the outcomes of this MOU. Instead of promoting growth, respect, and partnership, this process left many employees feeling discouraged, unheard, and undervalued. While this goal was checked off in the budget staff report (indicating that the adopted budget supports it) there is nothing in the actual budget document demonstrating a meaningful investment toward achieving that objective.

The dismissal of reasonable, no-cost options left many employees feeling that their needs and contributions were not genuinely considered. The end result of negotiations reflects a missed opportunity to build trust and partnership between City leadership and the workforce. We understand the City's financial constraints better than most, and did not approach negotiations with high expectations. However, the unwillingness to explore alternative forms of support or

recognition suggests a lack of willingness to invest in the people who have a large impact in keeping this City running.

We also learned, only after the agreements were posted publicly in the Council meeting staff report, that while management employees are receiving the same 3% cost-of-living adjustment as SHEA members, they are also being granted an additional 2.5% longevity pay increase. In contrast, our request for a one-time $1,500 bonus per employee was denied based on the explanation that City Council had not authorized any funds beyond the 3%. This discovery raises valid concerns about transparency and funding equity. Particularly how additional compensation enhancements were approved for management while similar support was not extended to frontline employees.

It is also important to note that the City Council has already approved a 7% salary increase for the City Manager, effective July 1, 2025, as part of a contract amendment adopted in November 2024. This increase comes in addition to an already comprehensive compensation package that includes a $30,000 annual housing allowance, $10,000 in bonus pay, a $34,500 deferred compensation contribution, a $500 monthly auto allowance, and the City covering the employee share of FICA tax withholding up to $10,000. While we recognize that executive-level compensation involves different considerations, it is difficult for staff to reconcile these financial decisions with the message that there are limited resources for frontline employee needs. This contrast reinforces the perception of inequity and underscores the need for more consistent and equitable investment in all employees, not just top leadership.

For context, SHEA employees received a 4.2% salary increase in 2023. During that same year, the City Council approved a 10% salary increase for Mid-Management & Executive Staff. In addition, a “pay for performance” incentive was implemented, offering up to $1,000 for Mid-Management and up to $3,000 for Executive Staff. While these enhancements were provided to leadership, SHEA employees face a very different reality. Step increases and performance reviews for our members are regularly delayed, often by as much as a year, with some employees repeatedly requesting their evaluations and still receiving no follow-up. As a result, we had to include new language in this MOU, which was met with resistance by the City, to ensure that if performance reviews are not completed on time, employees will still receive their scheduled increases. This disparity in follow-through and accountability only adds to the frustration felt by employees who continue to show up and perform despite inconsistent recognition and support.

We feel it is important to remind the City Council of these historical decisions because, as time passes and new Council Members take office, these details can be easily overlooked or forgotten. However, they remain important indicators of how staff experience their relationship with City leadership. These actions, whether intentional or not, contribute to a growing sense of disconnect between those making policy decisions and those carrying out the day-to-day work of keeping the City running. Acknowledging and remembering this history is essential to building trust and moving forward collaboratively.

City staff want to be part of the solution. Many of our members are deeply committed to serving this community and improving City operations. But building real progress requires collaboration, not simply being told what we must accept. When employees are invited to participate in meaningful decision-making and are treated as trusted contributors rather than passive recipients, the City is far more likely to gain long-term buy-in, boost morale, and strengthen internal culture. Unfortunately, that collaborative spirit was missing from this process.

Your employees on the front lines of City operations deserve more than just gradual improvements; we deserve to be heard, respected, and treated as partners in making St. Helena a better place to work and live. We hope future negotiations will be approached with a greater sense of collaboration, transparency, and respect for the employees who are committed to this community.

We submit this letter candidly and respectfully, even with the understanding that doing so may carry the risk of retaliation or strained relationships with City leadership. We believe it is important to speak openly and honestly in the interest of transparency and the well-being of those who serve this community every day.

Sincerely,
St. Helena Employees Association (SHEA)

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	June 24, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and Proposed Approval of a Resolution Rescinding Resolution No. 2019-109 and Adopting the Amended Investment Policy P-FI-0002 for the City of St. Helena.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	October 8, 2019 - Approval of Resolution Rescinding Resolution No. 2018-144 and Adopting Investment Policy P-FI-0002.
STATEMENT OF THE PURPOSE:	The purpose is to update the Investment Policy to incorporate changes in the Government Code pertaining to investment of public funds.
FINANCIAL IMPACT:	There is no financial impact associated with this report.

BACKGROUND:

California Government Code Section 53646(a)(2) states that the treasurer or chief fiscal officer of any other local agency (other than County agencies) may annually render to its legislative body and any oversight committee an investment policy and that the legislative body shall consider this policy at a public meeting.

Since 1999, the City has utilized PFM Asset Management LLC (PFM) to manage the City's investment accounts in an account called California Asset Management Program (CAMP). In addition, the City has funds in the Local Agency Investment Fund (LAIF) which is held by the State of California. The City receives regular reports from PFM and LAIF.

DISCUSSION:

Periodically, PFM reviews the City's Investment Policy and recommends changes based on legislation or best practices. After review of the City's current policy, PFM is recommending the following changes to address California Government Code changes that have occurred:

1. Section III. Policy, Paragraph 1. Scope - Edit recommended to address Statement No. 98 of the Governmental Accounting Standards Board, dated October 2021. This statement established a new term Annual Comprehensive Financial Report and its acronym ACFR. That new term and acronym replaced instances of comprehensive

annual financial report and its acronym in generally accepted accounting principles for state and local governments.

2. Senate Bill 1489, also known as the Local Government Omnibus Act of 2022, made a number of changes to the Code, including several that impact the investment of public funds and the reporting practices of public agencies. Changes made to the Code section 53601, then section of the Code that governs the investment of public funds, includes language stating that an investment's term or remaining maturity shall be measured from the settlement date to final maturity, and, that a security purchased in accordance with the Code section 53601 shall not have a forward settlement date exceeding 45 days from the time of investment. Previously, the Code was silent on both items.

- In Section III. Paragraph 7. Authorized Investment and Limitations on Investments, PFM recommends adding the Code language regarding forward settlement limits.
- In Section III. Paragraph 10. Percentage Limitations, PFM recommends adding the Code language regarding calculating a security's term to maturity.

3. Senate Bill 882 made several changes to the Code, including a change to Code Section 53601(o). The bill clarified that securities described in this Code section issued by the U.S. Government and federal agencies and government sponsored enterprises of the U.S. Government are exempt from the Code's requirements described in Section 53601(o). Although the Code change simply codified how many previously interpreted the Code and does not change what type of securities the City may purchase, incorporating the Code change into the Policy will better align the Policy with the current Code language.

PFM made some additional, nonmaterial, changes throughout the Policy to increase clarity or to better align the Policy with the Code language. These changes are identified in the red-line version of the policy (Attachment A).

Attachments A and B provide the red-lined and final versions of the proposed updated Investment Policy P-FI-0002.

ENVIRONMENTAL REVIEW: None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution - 2025 Investment Policy
Attachment A - P-FI-0002 Investment Policy 2025 - Redline

Attachment B - P-FI-0002 Investment Policy 2025 - Final
Exhibit A - St Helena IP Memo_06 2025

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution of the City Council of the City of St. Helena Rescinding Resolution 2019-109 and Adopting the Amended Investment Policy P-FI-002 for the City of St. Helena.

RECITALS

A. The City of St. Helena has an Investment Policy, which was adopted by Resolution 94-13. Government Code Sections 53600 et seq. were amended following the aftermath of the Orange County financial disaster. Many restrictions were placed on government investment practices, and reporting requirements were tightened. These changes went into effect on January 1, 1997, and call for the investment policy to be reviewed by the Council annually at a regular meeting; and

B. In June 2025, PFM conducted a review of the current Investment Policy that went into effect on October 9, 2019 and made several recommended modifications to the policy to address California Government Code changes; and

C. The proposed policy meets all state standards and has stricter standards in many areas. The policy will be reviewed each year and any modifications will be presented to the City Council for approval.

RESOLUTION

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

1. City Resolution 2019-109 and any other previous resolutions adopting an investment policy for the City are hereby rescinded; and
2. Amended Investment Policy P-FI-0002, a copy of which is attached and hereby made a part of this resolution, is hereby approved and shall remain in effect until necessary modification are required.

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

ATTACHMENT A

	City of St. Helena Council Policy Finance	Policy **Investment Policy**
		Page 1 of 11

Title: **Investment Policy**		**Policy #**	P-FI-0002
		Revision #	2~~1~~4
		Implementation Date	~~2019-10-09~~2025-06-25
		Last Update Date	~~2019-10-08~~2025-06-24
Approval by City Council	Resolution ~~2019-121~~2025-	**Date Approved**	~~2019-10-08~~2025-06-24

I. Purpose, Overview and Scope of this Policy

It is the policy of the City of St. Helena ("the City") to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all California laws and local statutes governing the investment of public funds.

The City's Investment Policy shall be adopted by the City Council. The policy shall be reviewed at least annually by the City Treasurer, and any modifications must be approved by City Council.

II. Authority

Authority for policies is limited to the City Council.

III. Policy

1. Scope

This investment policy applies to all the funds and investment activities under the direct authority of the City as accounted for in the ~~Comprehensive~~ Annual Comprehensive Financial Report (~~CAFR~~ACFR). Policy statements outlined in this document focus on the City's pooled funds, but will also apply to all other funds under the City Treasurers' span of control unless specifically exempted by statue or ordinance. This policy is applicable, but not limited to, all funds listed below:

- General Fund
- Enterprise Funds
- Special Revenue Funds
- Capital Project Funds
- Trust and Agency Funds

Excluded funds are those held with a fiscal agent, which has their own specific "permitted investments" section in the bond covenants. These funds include funds reserved for debt service and pension funds.

2. Prudence

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The City Treasurer and/or City Manager, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations that result in a loss of principal are reported to the City Manager immediately, and to the City Council at their next meeting addressing appropriate actions to be taken to control adverse developments.

3. Objective

The primary objectives in priority order of the City's investment activities shall be:

3.1 ***Safety:*** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure that capital losses are avoided, whether from securities default, broker-dealer default, or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities would not exceed the income generated from the remainder of the portfolio.

3.2 ***Liquidity:*** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated.

3.3 ***Return:*** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

4. Delegation of Authority

Authority to manage the City's investment program is derived from the California Government Code. Management responsibility for the investment program is hereby delegated to the Treasurer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures shall include, but not limited to, references to: safekeeping, wire transfer agreements,

collateral/depository agreements, banking services contracts, local banking preferences, and other investment-related activities. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor shall follow the Investment Policy and such other written instructions as are provided.

5. Ethics and Conflicts of Interest

The City Council, City Manager and City Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Council members, City Manager and City Treasurer shall disclose to the City Attorney any material financial interests in financial institutions that conduct business within the jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. The City Attorney and Treasurer shall review all disclosures made to insure there are no conflicts with any planned investment.

6. Authorized Financial Dealers and Institutions

For any investment transactions conducted by the City, and not purchased directly from the issuer, the Treasurer will maintain a list of financial institutions and primary dealers authorized to provide investment services. "Primary" dealers include those that regularly report to the Federal Reserve Bank and should qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions, dealers and cash managers who desire to become qualified bidders for investment transactions must supply the City with the following: audited financial statements, proof of Financial Industry Regulatory Authority certification when applicable, completed questionnaire and certification of having read the City of St. Helena's investment policy and depository contracts.

If the City has an investment advisor, the investment advisor may use their own list of authorized issuers and broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, when practical.

7. Authorized Investments and Limitations on Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized, as further limited herein. A security purchased in accordance with this section shall not have

a forward settlement date exceeding 45 days from the time of investment:

a) United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category.

b) Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

c) Local Agency Investment Fund (LAIF) which is a State of California managed investment pool may be used up to the maximum permitted by LAIF. The LAIF portfolio should be reviewed periodically.

d) California Asset Management Program (CAMP), which is a Joint Powers Authority, which offers an investment pool and individually managed portfolios.

e) Insured savings accounts are permitted without limitations.

Investments detailed in items f) through l) are further restricted to 10% of the market value of all investments and cash accounts (the portfolio) at the time of purchase, in any one issuer name. Credit criteria listed refer to the credit of the issuing organization at the time the security is purchased. In the event a rating drops below the minimum allowed rating category for that given investment type, the investment advisor, if any, shall notify the City Treasurer and/or Designee and recommend a plan of action.

f) Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances are permitted. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the cost value of the portfolio.

g) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Eligible commercial paper shall have a maximum maturity of 270 days or less. The City may invest no more than 25% of its moneys in eligible commercial paper and no more than 10 % of its total investment assets in the commercial paper and medium-term notes of any single issuer.~~Commercial paper purchased may not exceed 270 days to maturity or 25% of the cost value of the portfolio. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer~~. The entity

that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars ($500,000,000).

(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized statistical-rating organization (NRSRO).

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.

(C) Has short term commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

h) Negotiable certificates of deposit issued by nationally or state chartered banks or state or federal savings institutions or by a federally-licensed or state-licensed branch of a foreign bank Purchases are limited to issuers whose debt is rated in a rating category of “A-1”, short-term, or “A” long-term or the equivalent or better by an NRSRO. Purchases of negotiable certificates of deposit may not exceed 30% of total portfolio.

i) Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency; provided that the obligations are rated in a rating category of “A” or its equivalent or higher by a NRSRO.

j) Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations are required to be rated in a rating category of “A” or its equivalent or better by a NRSRO.

k) Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type.

l) Medium-Term Notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Securities eligible for investment shall be rated in a rating category of "A" or its equivalent or better by a NRSRO. Purchase of medium term notes may not exceed 30% of the purchase value of the portfolio and no more than 5% of the purchase value of the portfolio may be invested in notes issued by one corporation.

m) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. To be eligible for investment pursuant to this subdivision these companies shall either: (1) attain the highest ranking letter or numerical rating provided by not less than two of the three largest nationally recognized rating services or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years experience investing in securities and obligations authorized by Government Code section 53601 and with assets under management in excess of $500,000,000. The purchase price of shares shall not exceed 15% of the investment portfolio.

n) Supranational Securities: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the Internal Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subsection shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30% of the purchase value of the portfolio.

o) Asset-Backed Securities: A mortgage pass–through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in paragraphs (a) or (b) of this Policy section, the following limitations apply:

(1) ~~shall~~ Shall be rated in a rating category of "AA" or its equivalent or better by and NRSRO and have a maximum remaining maturity of five years or less.

~~(1)~~(2) Purchase of securities authorized by this subdivision shall not exceed 20% of the purchase value of the portfolio and no~~r~~ more than 5% of the purchase value of the portfolio may be invested in any one issuer.

8. Ineligible Investments

The City shall not invest any funds in inverse floaters, range notes, or interest-only strips that are derived from a pool or mortgages, or in any security that could result in zero interest accrual if held to maturity, or any other investment not listed in this policy.

9. Safekeeping and Custody

All deliverable securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by the City's custodian bank or a third party bank trust department, acting as agent for the City under the terms of a custody or trustee agreement executed by the bank and by the City. All securities will be received and delivered using standard delivery-versus-payment (DVP) procedures.

10. Percentage Limitations

Where a section specifies a percentage limitation for a particular category or investments, that percentage is applicable only at the date of purchase. Where a section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment. For purposes of compliance with this Policy, an investment's term or remaining maturity shall be measured from the settlement date to final maturity.

11. Reporting Requirements

The Treasurer shall annually, render to the City Council a statement of investment policy, which the Council must consider at a public meeting. The Council at a public meeting shall also consider any changes to the policy.

The Treasurer shall render a monthly transaction report to the City Council.

The Treasurer shall periodically render an investment report to the Council, which shall include for each individual investment:

- Description of investment instrument
- Issuer name
- Maturity date
- Purchase price
- Par value

- Current market value and the source of the valuation.

The report shall also include the following: (I) state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance, (II) include a description of any of the City's funds, investments or programs that are under the management of contracted parties, including lending programs, and (III) include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may not be available.

IV. Glossary

AGENCIES: Federal agency securities.

BANKERS ACCEPTANCE (BA): A bearer time draft for a specified amount payable on a specified date. It is drawn on a bank by an individual or business seeking to finance domestic or international trade. The BA is collateralized by commodity products. Sale of goods is usually the source of the borrower's repayment to the bank. The bank finances the borrower's transaction and then often sells the BA on a discount basis to an investor. At maturity, the bank is repaid and the investor holding the BA receives par value from the bank.

BOND: An interest-bearing security issued by a corporation, quasi-governmental agency or other body, which can be executed through a bank or trust company. A bond is a form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

BOND RATING: The classification of a bond's investment quality.

BOOK VALUE: The amount at which a security is carried on the books of the holder or issuer. The book value is often the cost, plus or minus amortization, and may differ significantly from the market value.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit debt instrument issued by a bank with a specific maturity evidenced by a certificate. Institutional CD's are issued in denominations of $100,000 or more. Maturities range from a few weeks to several years. Interest rates are set by competitive forces in the marketplace.

COMMERCIAL PAPER: Short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest bearing.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledges by a bank to secure deposits of public monies.

COUPON: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DEBENTURES: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipts (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of signed receipt for the securities.

~~**DEBENTURES:** A bond secured only by the general credit of the issuer.~~

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value, e.g. U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE COPRORATION (FDIC): A federal agency established in 1933 that guarantees (within limits) funds on deposit in member banks and performs other functions such as making loans to or buying assets from members banks to facilitate mergers or prevent failures.

FISCAL YEAR: An accounting or tax period comprising any twelve-month period. The City's fiscal year begins on July 1.

FULL FAITH AND CREDIT: The unconditional guarantee of the United States government backing a debt for repayment.

INTEREST RATE: The interest payable each year on borrowed funds, expresses as a percentage of the principal.

INVESTMENT: Use of capital to create more money, either through income-producing vehicles or through more risk-oriented ventures designed to result in capital gains.

INVESTMENT PORTFOLIO: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LAIF: Trade name for the California State Local Agency Investment Fund.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without substantial loss of value.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM NOTES: Debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

NEGOTIABLE CERTIFICATES OF DEPOSIT: Large-denomination CDs that are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

PORTFOLIO: The collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument.

RATE OF RETURN: 1) The yield obtainable on a security based on its purchase price or its current market price. 2) Income earned on an investment, expressed as a percentage of the cost of the investment. This may be the amortized yield to maturity on a bond or the current income return.

RATING: The designation used by investors' services to rate the quality of a security's creditworthiness. Moody's ratings range from the highest Aaa, down through Aa, A, Bbb, Ba, B, etc. while S&P Global's rating range from the highest AAA, down through AA, A, BBB, BB, B, etc.

SAFEKEEPING: A service offered to customers for a fee, where securities and valuables of all types and descriptions are held in the vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES: Investment instruments such as bonds, stocks and other instruments of indebtedness or equity.

SPREAD: The difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when brought and the amount received when sold.

TREASURY BILLS (T-Bill): A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three month, six month, or one year, and are sold in minimum amounts of $10,000 in multiples of $5,000 above the minimum. Treasury Bills are issued in book entry form only and are sold on a discount basis

TREASURY BONDS: Treasury Bonds are issued for a term of 30 years and pay a fixed rate of interest every six months until they mature.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

TRUSTEE: A bank designated as the custodian of funds and the official representative for bondholders.

UNDERWRITER: A dealer bank or financial institution, which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain maximum ratios of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCIES: Instruments issued by various U.S. government agencies most of which are secured only by the credit worthiness of the particular agency.

YIELD: The rate of annual income return on an investment, expressed as a percentage. a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

V. Attachments

List any supporting documents or forms that are included with the policy or to be made available upon request.

ATTACHMENT B

	City of St. Helena Council Policy Finance	Policy **Investment Policy** **Page 1 of 11**

Title: **Investment Policy**		**Policy #**	P-FI-0002
		Revision #	25
		Implementation Date	2025-06-25
		Last Update Date	2025-06-24
Approval by City Council	Resolution 2025-	**Date Approved**	2025-06-24

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6. Authorized Financial Dealers and Institutions

For any investment transactions conducted by the City, and not purchased directly from the issuer, the Treasurer will maintain a list of financial institutions and primary dealers authorized to provide investment services. "Primary" dealers include those that regularly report to the Federal Reserve Bank and should qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions, dealers and cash managers who desire to become qualified bidders for investment transactions must supply the City with the following: audited financial statements, proof of Financial Industry Regulatory Authority certification when applicable, completed questionnaire and certification of having read the City of St. Helena's investment policy and depository contracts.

If the City has an investment advisor, the investment advisor may use their own list of authorized issuers and broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, when practical.

7. Authorized Investments and Limitations on Investments

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of the limitations, the following investments are authorized, as further limited herein. A security purchased in accordance with this section shall not have

a forward settlement date exceeding 45 days from the time of investment:

a) United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category.

b) Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

c) Local Agency Investment Fund (LAIF) which is a State of California managed investment pool may be used up to the maximum permitted by LAIF. The LAIF portfolio should be reviewed periodically.

d) California Asset Management Program (CAMP), which is a Joint Powers Authority, which offers an investment pool and individually managed portfolios.

e) Insured savings accounts are permitted without limitations.

Investments detailed in items f) through l) are further restricted to 10% of the market value of all investments and cash accounts (the portfolio) at the time of purchase, in any one issuer name. Credit criteria listed refer to the credit of the issuing organization at the time the security is purchased. In the event a rating drops below the minimum allowed rating category for that given investment type, the investment advisor, if any, shall notify the City Treasurer and/or Designee and recommend a plan of action.

f) Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances are permitted. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the cost value of the portfolio.

g) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Eligible commercial paper shall have a maximum maturity of 270 days or less. The City may invest no more than 25% of its moneys in eligible commercial paper and no more than 10 % of its total investment assets in the commercial paper and medium-term notes of any single issuer.. The entity

that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars ($500,000,000).

(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized statistical-rating organization (NRSRO).

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.

(C) Has short term commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

h) Negotiable certificates of deposit issued by nationally or state chartered banks or state or federal savings institutions or by a federally-licensed or state-licensed branch of a foreign bank Purchases are limited to issuers whose debt is rated in a rating category of “A-1”, short-term, or “A” long-term or the equivalent or better by an NRSRO. Purchases of negotiable certificates of deposit may not exceed 30% of total portfolio.

i) Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency; provided that the obligations are rated in a rating category of “A” or its equivalent or higher by a NRSRO.

j) Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations are required to be rated in a rating category of “A” or its equivalent or better by a NRSRO.

k) Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type.

l) Medium-Term Notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Securities eligible for investment shall be rated in a rating category of "A" or its equivalent or better by a NRSRO. Purchase of medium term notes may not exceed 30% of the purchase value of the portfolio and no more than 5% of the purchase value of the portfolio may be invested in notes issued by one corporation.

m) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. To be eligible for investment pursuant to this subdivision these companies shall either: (1) attain the highest ranking letter or numerical rating provided by not less than two of the three largest nationally recognized rating services or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years experience investing in securities and obligations authorized by Government Code section 53601 and with assets under management in excess of $500,000,000. The purchase price of shares shall not exceed 15% of the investment portfolio.

n) Supranational Securities: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the Internal Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subsection shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30% of the purchase value of the portfolio.

o) Asset-Backed Securities: A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in paragraphs (a) or (b) of this Policy section, the following limitations apply:

(1) Shall be rated in a rating category of "AA" or its equivalent or better by and NRSRO and have a maximum remaining maturity of five years or less.

(2) Purchase of securities authorized by this subdivision shall not exceed 20% of the purchase value of the portfolio and no more than 5% of the purchase value of the portfolio may be invested in any one issuer.

8. Ineligible Investments

The City shall not invest any funds in inverse floaters, range notes, or interest-only strips that are derived from a pool or mortgages, or in any security that could result in zero interest accrual if held to maturity, or any other investment not listed in this policy.

9. Safekeeping and Custody

All deliverable securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by the City's custodian bank or a third party bank trust department, acting as agent for the City under the terms of a custody or trustee agreement executed by the bank and by the City. All securities will be received and delivered using standard delivery-versus-payment (DVP) procedures.

10. Percentage Limitations

Where a section specifies a percentage limitation for a particular category or investments, that percentage is applicable only at the date of purchase. Where a section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment. For purposes of compliance with this Policy, an investment's term or remaining maturity shall be measured from the settlement date to final maturity.

11. Reporting Requirements

The Treasurer shall annually, render to the City Council a statement of investment policy, which the Council must consider at a public meeting. The Council at a public meeting shall also consider any changes to the policy.

The Treasurer shall render a monthly transaction report to the City Council.

The Treasurer shall periodically render an investment report to the Council, which shall include for each individual investment:

- Description of investment instrument
- Issuer name
- Maturity date
- Purchase price
- Par value

- Current market value and the source of the valuation.

  The report shall also include the following: (I) state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance, (II) include a description of any of the City's funds, investments or programs that are under the management of contracted parties, including lending programs, and (III) include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may not be available.

IV. Glossary

AGENCIES: Federal agency securities.

BANKERS ACCEPTANCE (BA): A bearer time draft for a specified amount payable on a specified date. It is drawn on a bank by an individual or business seeking to finance domestic or international trade. The BA is collateralized by commodity products. Sale of goods is usually the source of the borrower's repayment to the bank. The bank finances the borrower's transaction and then often sells the BA on a discount basis to an investor. At maturity, the bank is repaid and the investor holding the BA receives par value from the bank.

BOND: An interest-bearing security issued by a corporation, quasi-governmental agency or other body, which can be executed through a bank or trust company. A bond is a form of debt with an interest rate, maturity, and face value, and is usually secured by specific assets. Most bonds have a maturity of greater than one year, and generally pay interest semiannually.

BOND RATING: The classification of a bond's investment quality.

BOOK VALUE: The amount at which a security is carried on the books of the holder or issuer. The book value is often the cost, plus or minus amortization, and may differ significantly from the market value.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit debt instrument issued by a bank with a specific maturity evidenced by a certificate. Institutional CD's are issued in denominations of $100,000 or more. Maturities range from a few weeks to several years. Interest rates are set by competitive forces in the marketplace.

COMMERCIAL PAPER: Short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest bearing.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledges by a bank to secure deposits of public monies.

COUPON: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DEBENTURES: A bond secured only by the general credit of the issuer.**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipts (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value, e.g. U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE COPRORATION (FDIC): A federal agency established in 1933 that guarantees (within limits) funds on deposit in member banks and performs other functions such as making loans to or buying assets from members banks to facilitate mergers or prevent failures.

FISCAL YEAR: An accounting or tax period comprising any twelve-month period. The City's fiscal year begins on July 1.

FULL FAITH AND CREDIT: The unconditional guarantee of the United States government backing a debt for repayment.

INTEREST RATE: The interest payable each year on borrowed funds, expresses as a percentage of the principal.

INVESTMENT: Use of capital to create more money, either through income-producing vehicles or through more risk-oriented ventures designed to result in capital gains.

INVESTMENT PORTFOLIO: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LAIF: Trade name for the California State Local Agency Investment Fund.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without substantial loss of value.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM-TERM NOTES: Debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

NEGOTIABLE CERTIFICATES OF DEPOSIT: Large-denomination CDs that are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.

PORTFOLIO: The collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument.

RATE OF RETURN: 1) The yield obtainable on a security based on its purchase price or its current market price. 2) Income earned on an investment, expressed as a percentage of the cost of the investment. This may be the amortized yield to maturity on a bond or the current income return.

RATING: The designation used by investors' services to rate the quality of a security's creditworthiness. Moody's ratings range from the highest Aaa, down through Aa, A, Bbb, Ba, B, etc. while S&P Global's rating range from the highest AAA, down through AA, A, BBB, BB, B, etc.

SAFEKEEPING: A service offered to customers for a fee, where securities and valuables of all types and descriptions are held in the vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES: Investment instruments such as bonds, stocks and other instruments of indebtedness or equity.

SPREAD: The difference between two figures or percentages. For example, it may be the difference between the bid and asked prices of a quote, or between the amount paid when brought and the amount received when sold.

TREASURY BILLS (T-Bill): A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three month, six month, or one year, and are sold in minimum amounts of $10,000 in multiples of $5,000 above the minimum. Treasury Bills are issued in book entry form only and are sold on a discount basis

TREASURY BONDS: Treasury Bonds are issued for a term of 30 years and pay a fixed rate of interest every six months until they mature.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

TRUSTEE: A bank designated as the custodian of funds and the official representative for bondholders.

UNDERWRITER: A dealer bank or financial institution, which arranges for the sale and distribution of a large batch of securities and assumes the responsibility for paying the net purchase price.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain maximum ratios of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCIES: Instruments issued by various U.S. government agencies most of which are secured only by the credit worthiness of the particular agency.

YIELD: The rate of annual income return on an investment, expressed as a percentage. a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

V. Attachments

List any supporting documents or forms that are included with the policy or to be made available upon request.

EXHIBIT A

pfm asset management

June 4, 2025

Memorandum

To: Mandy Kellogg, Administrative Services Director
City of St. Helena

From: Allison Kaune and Justin Resuello
PFM Asset Management, a division of U.S. Bank Asset Management

RE: 2025 Investment Policy Review

We have completed our review of the City of St. Helena's (the "City") Investment Policy (the "Policy"). This year we are recommending modifications to the Policy to address California Government Code ("Code") changes that have occurred since the Policy was last reviewed. Below, we have summarized these changes and we have attached a marked-up version of the Policy to illustrate our recommendations.

In Policy Section *III. Policy,* Paragraph *1. Scope,* we are suggesting an edit to address Statement No. 98 of the Governmental Accounting Standards Board, dated October 2021. This Statement establishes the term Annual Comprehensive Financial Report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments.

Senate Bill 1489, also known as the Local Government Omnibus Act of 2022, made a number of changes to Code, including several that impact the investment of public funds and the reporting practices of public agencies. Changes made to Code section 53601, the section of Code that governs the investment of public funds, includes language stating that an investment's term or remaining maturity shall be measured from the settlement date to final maturity, and, that a security purchased in accordance with Code section 53601 shall not have a forward settlement date exceeding 45 days from the time of investment. Previously, Code was silent on both items.

In Policy Section *III.* Paragraph *7. Authorized Investments and Limitations on Investments*, we recommend adding Code language regarding forward settlement limits.

In Policy Section *III.* Paragraph *10. Percentage Limitations*, we recommend adding Code language regarding calculating a security's term to maturity.

Senate Bill 882 made several changes to Code, including a change to Code Section 53601(o). The bill clarified that securities described in this Code section issued by the U.S. Government and federal agencies and government sponsored enterprises of the U.S. Government are exempt from the Code's

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PFM Asset Management is a division of U.S. Bancorp Asset Management, Inc.

Investment observations based on the City of St. Helena's Investment Policy Statement as of October 2019. Investment observations are for informational purposes only and are not intended to provide specific advice or any specific recommendations.

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

requirements described in Section 53601(o). Although the Code change simply codified how many previously interpreted Code and does not change what type of securities the City may purchase, incorporating the Code change into the Policy will better align the Policy with the current Code language.

In Policy Section *III*. Paragraph *7. Authorized Investments and Limitations on Investments*, we recommend adding the new Code language in paragraph o.

We made some additional, nonmaterial, changes throughout the Policy to increase clarity or to better align the Policy with Code language.

Please let us know if you'd like to schedule a call to discuss our review or to answer any questions you may have. Thank you.

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Investment observations based on the City of St. Helena's Investment Policy Statement as of October 2019. Investment observations are for informational purposes only and are not intended to provide specific advice or any specific recommendations.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	June 24, 2025
FROM:	Jackie Oneal, Senior Planner
SUBJECT:	Consideration and Proposed Approval of a Resolution Extending the Waiving of Sign Fees for Businesses.
RECOMMENDED ACTION:	Staff recommends the City Council approve the attached resolution.
PREVIOUS COUNCIL ACTION:	On June 25, 2024 the City Council approved the waiving of all sign related fees through June 30, 2025 (Attachment 2. Resolution No. 2024-097).
STATEMENT OF THE PURPOSE:	Waiving sign-related fees temporarily supports local businesses by reducing upfront costs associated with installing, modifying, or replacing signage. Updated or improved signage is often critical for: • Enhancing visibility to residents and visitors, • Communicating changes in hours, services, or ownership, • Supporting businesses in rebranding efforts to remain competitive, and • Improving the overall aesthetic appeal of commercial corridors and the downtown area.
FINANCIAL IMPACT:	Due to the limited number of sign permit applications the City receives, the loss of sign permit and building permit revenue for the upcoming fiscal year is not expected to have a significant financial impact. The annual financial impact is estimated to be $4,500. Although waiving sign-related fees may result in a minor reduction in permit revenue in the short term, this is expected to be offset by the broader economic benefits of helping businesses remain viable, attract more customers, and generate additional sales tax revenue for the City.

BACKGROUND:

On October 12, 2021, the City Council approved a resolution temporarily waiving sign permit fees in support of encouraging business recovery in the community during the COVID-19 Pandemic. The program has been extended annually every year since 2021.

The City of St. Helena recognizes the significant challenges local businesses have faced due to recent economic disruptions, including but not limited to the impacts of the COVID-19 pandemic, regional wildfires, and ongoing economic uncertainty. Many businesses continue to work diligently to attract and retain customers, adapt their operations, and maintain their presence within the community.

DISCUSSION:

Signage is vital for business visibility, customer communication, and maintaining an attractive commercial district. Many local businesses, especially small and independent ones, face financial challenges that make updating or replacing signage difficult when permit fees add to overall costs.

In this context, the costs related to signage can be a deterrent to making necessary updates that would otherwise help businesses remain competitive and compliant with City regulations.

Waiving sign-related fees provides a modest but important economic boost to the City's local businesses. Signage helps attract customers and improve visibility, and the fee waiver removes a cost barrier that might otherwise delay updates or improvements. Encouraging well-maintained signage also enhances the overall look of commercial areas, supporting tourism, and a vibrant downtown.

Continuing the waiver demonstrates the City’s support for local businesses and is consistent with the Business Recovery Strategy to stimulate new investment downtown. Staff believes that the short-term loss of revenue from waived fees will be outweighed by the long-term benefits of increased business stability, economic activity, and sales tax generation. Furthermore, waiving these fees aligns with community feedback requesting that the City identify practical ways to support local businesses without significant fiscal impacts to the General Fund.

The City Community Development Department administers and processes sign permits. The current fee for a minor sign permit is $500 and the fee for signs requiring Planning Commission approval (major sign permit) is $1,000, which does not include the required building permit fee. Business owners needing a new or revised sign would still need to complete a sign permit application and comply with the applicable sign code zoning standards.

ENVIRONMENTAL REVIEW:

Not a CEQA project.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1. Draft City Council Resolution
Attachment 2. Resolution No. 2024-097

CITY OF ST. HELENA

RESOLUTION NO._____

RESOLUTON OF THE COUNCIL OF THE CITY OF ST. HELENA WAIVING ALL FEES RELATED TO SIGN PERMITS THROUGH JUNE 30, 2026

Recitals

1. On June 25, 2025, the City Council approved Resolution No. 2024-097, waiving of all sign-related fees through June 30, 2025; and
2. The City desires to continue to foster economic growth and investment in the City; and
3. Due to Covid-19 and the associated residual economic impacts on businesses in the City there is a need for the City to reduce economic burdens through eliminating various application fees; and
4. The City is aware that the costs to obtain a sign permit in relation to the cost of the sign are burdensome for business owners; and
5. Eliminating all sign fees and related building permit fees for signs through June 30, 2026, would benefit economic recovery in the City and create incentive for new businesses to locate in St. Helena; and
6. The continued temporary waiving of sign fees is consistent with the Business Recovery Strategy to stimulate new investment downtown.

Resolution

A. Now, therefore, the City of St. Helena City Council resolves as follows:
   1. The foregoing recitals are true and correct and are incorporated by reference into this action.
   2. The City Council approves the waiving of all sign-related fees through June 30, 2026.

I HEREBY CERTIFY that the foregoing resolution was duly and regularly approved by the City Council of the City of St. Helena at a regular meeting on June 24, 2025, by the following roll call vote:

Mayor Paul Dohring:

Vice Mayor Michelle Deasy:

Council Member Aaron Barak:

Council Member Kate Spadarotto:

Council Member Billy Summers:

(continued on following page)

APPROVED:

Paul Dohring, Mayor

ATTEST:

Erika Opp, Deputy City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2024-097

RESOLUTON OF THE COUNCIL OF THE CITY OF ST. HELENA WAIVING ALL FEES RELATED TO SIGN PERMITS THROUGH JUNE 30, 2025 OR UNTIL ADOPTION OF UPDATED MASTER FEE SCHEDULE, WHICHEVER OCCURS FIRST

RECITALS

A. The City desires to continue to foster economic growth and investment in the City; and

B. Due to COVID-19 and the associated residual economic impacts to businesses in the City, there is a need for the City to reduce economic burdens through eliminating various application fees; and

C. The City is aware that the costs to obtain a sign permit in relation to the cost of the sign are burdensome for businessowners; and

D. Eliminating all sign fees and related building permit fees for signs through June 30, 2025 or until an updated Master Fee Schedule is adopted (whichever occurs first) would benefit economic recovery in the City and create incentive for new businesses to locate in St. Helena; and

E. The continued temporary waiving of sign fees is consistent with the Business Recovery Strategy to stimulate new investment downtown; and

RESOLUTION

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

The City Council approves the waiving of all sign related fees through June 30, 2025 or until the adoption of an updated Master Fee Schedule, whichever occurs first.

Approved at a Regular Meeting of the St. Helena City Council on June 25, 2024, by the following vote:

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

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-incorporated May 14, 1889
STATE OF CALIFORNIA

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	June 24, 2025
FROM:	Jackie Oneal, Senior Planner
SUBJECT:	Adoption and second reading of an Ordinance approving an amendment the Zoning Map to rezone the property at 1030 Fulton Lane from Service Commercial (SC) to Twenty-Acre Agriculture (A-20) to accommodate the future construction of a single-family home.
RECOMMENDED ACTION:	Adoption by title only and waive the second reading of the proposed Ordinance to: 1. Find that the proposed changes to General Plan Figure 2.1 and the City's Zoning Map are in compliance with the California Environmental Quality Act pursuant to Section 15303, Class 3; and 2. Adopt the attached resolution approving General Plan Amendment 2025-001 to update General Plan Figure 2.1 to change the General Plan land use designation of the property located at 1030 Fulton Lane from Service Commercial to Agriculture; and 3. Introduce and waive first reading of the attached Ordinance for Zoning Map Amendment ZMA 2025-001 to rezone the property located at 1030 Fulton Lane from Service Commercial to Twenty-Acre Agriculture and incorporate these changes into the General Plan and Zoning Maps.
PREVIOUS COUNCIL ACTION:	The City Council held the first reading at their June 10, 2025, regular City Council meeting and approved the ordinance and associated resolution to amend the General Plan land use designation.
STATEMENT OF THE PURPOSE:	City Council review and decision for General Plan and Zoning Map Amendment requests, recommended for approval by the Planning Commission.
FINANCIAL IMPACT:	No financial impact is anticipated as the applicant's application fees are in the form of a deposit account.

BACKGROUND:

The subject property at 1030 Fulton Lane, located east of the railroad tracks and north of Fulton lane, is approximately 39,092 square feet (.89 acres) and is surrounded by agriculturally designated parcels on three sides. The property has a General Plan land

use and zoning designation of Service Commercial (SC) and is located within the Urban Limit Line. The parcel is the only commercially zoned property north of Fulton Lane and east of the railroad tracks and has remained vacant since 2010, when a demolition permit was issued to completely demolish a substandard warehouse structure. The site has been designated for commercial uses since the adoption of the 1975 General Plan and has been utilized for various legal non-conforming and conforming uses over the decades including tire shop, woodworking and cabinetry, farm equipment storage, upholstery, and a dance studio, however the site has been under-utilized since the 2010 demolition of the warehouse structure. In 2019, the Planning Commission approved a Design Review request that allowed for the construction of two, two-story office buildings (one approximately 7,350 square feet and the other approximately 3,150 square feet), however, the approval expired and the project never proceeded to construction.

The applicant has submitted for General Plan Amendment (GPA) and Zoning Map Amendment (ZMA) applications to change the property's land use designation from Service Commercial to Agriculture and, accordingly, its zoning from Service Commercial (SC) to Twenty-Acre Agriculture (A-20) to accommodate the future construction of a single-family home. Approval of the requests would result in modifications to the General Plan Land Use Diagram (General Plan Figure 2.1), and the City of St. Helena Zoning Map. No development would directly occur as a result of this request. The applicant would have to file a Design Review application for Planning Commission approval prior to proceeding with a building permit.

On May 20, 2025, the Planning Commission considered the requests at a duly noticed public hearing and adopted a resolution recommending that the City Council approve both requests. Please refer to the attached Planning Commission staff report for a detailed analysis of both General Plan and zoning consistency analysis (See Attachment 4).

This step is required by St. Helena Municipal Code (SHMC) Section 17.06.030(B), which specifies that complete applications received for a proposed General Plan Amendment shall be first presented to the City Council. The Council authorized the processing of the application and referred the matter to the Planning Commission (Attachment 3. Resolution 2024-131).

The motion below passed on June 10, 2025, moved by Council Member Spadarotto and seconded by Vice Mayor Deasy, with a 4-0-1 vote (Council Member Summers absent) to introduce and waive the first reading of the proposed Ordinance to:

1. Find that the proposed changes to General Plan Figure 2.1 and the City’s Zoning Map are in compliance with the California Environmental Quality Act pursuant to Section 15303, Class 3; and
2. Adopt the attached resolution approving General Plan Amendment 2025-001 to update General Plan Figure 2.1 to change the General Plan land use designation

of the property located at 1030 Fulton Lane from Service Commercial to Agriculture; and

3. Introduce and waive first reading of the attached Ordinance for Zoning Map Amendment ZMA 2025-001 to rezone the property located at 1030 Fulton Lane from Service Commercial to Twenty-Acre Agriculture and incorporate these changes into the General Plan and Zoning Maps.

DISCUSSION:

The City includes a number of A-20 parcels that as a result of land divisions into smaller parcels and residential development, no longer serve as active agriculture uses. Accordingly, the zoning code provides development standards for A-20 parcels less than 2 acres in size, which references utilizing the development standards for LR-1A zoning. These would be the applicable regulations that would direct the future development of this subject parcel should the GPA and rezoning be approved.

During the May 20, 2025, Planning Commission meeting the Commission raised concerns regarding the creation of an A-20 parcel within the Urban Limit Line and potential conflicts with the General Plan. Specifically, Chair Ponte commented that due to the smaller size of the parcel, a more straightforward approach would be to zone the parcel as LR-1A (Low Density Residential) and also change the General Plan to Low Density Residential however, Staff pointed out that doing so would be considered spot zoning, where there is a lack of continuous zoning among adjacent parcels. The Commission ultimately recommended approval (4-0) of the GPA and zoning amendment as submitted and added that the City Council at a future time study the Fulton Lane corridor and smaller A-20 parcels as a future area to consider updating the land use designation to Low Density Residential.

ENVIRONMENTAL REVIEW:

Staff has conducted the required analysis and concluded that the project is categorically exempt from the requirements of CEQA, pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures) of the CEQA Guidelines. Per the City Attorney, this exemption is appropriate because the general plan amendment and rezoning would permit a single-family residence to be developed on the property. In order to avoid piecemealing, which is prohibited under CEQA, applicant shall utilize the same exemption if and when future development is proposed.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1. Draft Ordinance ZMA 2025-001
Attachment 2. Resolution 2025-059

CITY OF ST. HELENA

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF ST. HELENA CITY COUNCIL AMENDING THE ZONING MAP TO CHANGE THE ZONING DESIGNATION FOR THE PROPERTY LOCATED AT 1030 FULTON LANE (APN 009-194-005) FROM SERVICE COMMERCIAL TO TWENTY-ACRE AGRICULTURE AND FINDING THE ACTION TO BE TO BE CATEGORICALLY EXEMPT FROM CEQA UNDER PURSUANT TO SECTION 15303 OF THE CEQA GUIDELINES

WHEREAS, the City of St. Helena, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, on October 24, 2023, the City of St. Helena, California ("City") adopted Ordinance 2023-4 amending Title 17 (Zoning) of the St. Helena Municipal Code and amending the Zoning Map in order to be consistent with the General Plan Land Use Map; and

WHEREAS, on September 10, 2024, the City Council authorized a General Plan Amendment application (PL24-043) to change the land use designation from Service Commercial to Agriculture to be processed and referred to the Planning Commission for the subject parcel located at 1030 Fulton Lane; and

WHEREAS, on August 5, 2024, The Brodie Group on behalf of the property owners, Fulton Junction Partners LLC, filed an application to request a General Plan Amendment (GPA2025-001) to the property's land use designation from Service Commercial to Agriculture.

WHEREAS, on August 5, 2024, The Brodie Group on behalf of the property owners, Fulton Junction Partners LLC, filed an application to request a Zoning Map Amendment (ZMA2025-001) to rezone the property from Service Commercial (SC) to Twenty-Acre Agriculture (A-20) to be consistent with the amended General Plan Land Use designation.

WHEREAS, the proposed change in the General Plan and zoning designations will allow for the site to accommodate residential uses and incrementally help the City achieve its Regional Housing Needs; and

WHEREAS, the Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony at a duly noticed public hearing on May 20, 2025, and made a recommendation to approve the requests 4-0; and

WHEREAS, the City gave public notice of the public hearing for the proposed ordinance by publishing in the Press Democrat and mailed notices to residents; and

WHEREAS, the City Council considered the GPA in its entirety at a duly noticed public hearing on June 10, 2025. After reviewing materials provided from the Planning Commission public hearing, as well as considering the staff report and record of the proceedings before the City Council, the written evidence submitted for the Council public hearing, and the testimony and other evidence submitted at the Council public hearing, voted to approve the GPA request as described in the title of the resolution introduced at the June 10, 2025 meeting and in the title of this Ordinance; and

WHEREAS, the City Council desires to approve the request to amend the Zoning Map to be consistent with the amended General Plan Land Use designation described in the previous recital.

NOW, THEREFORE, the City Council of the City of St. Helena does hereby ordain as follows:

Section 1. Recitals. The above recitals are incorporated as though set forth in this section.

Section 2. Findings. The City Council has considered the following guidelines as identified in St. Helena Municipal Code Section 17.07.070 to support the motion to recommend approval of the Zoning Map Amendment:

a. To take into consideration the consistency of the proposed amendment with the goals, policies and programs of the general plan, adopted planning commission (where applicable) and other existing city policies;

b. When considering the reduction of residential density, ensure compliance with California Government Code Section 65863 by either finding that the remaining sites identified in the housing element are adequate to accommodate the city's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density;

c. To ensure that there is no net loss of potential housing units.

Section 3. CEQA. This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council finds that, pursuant to section 15303 of the CEQA Guidelines, the amendment to the Zoning Map is categorically exempt.

Section 4. General Plan Consistency. Based on the entire record before the Planning Commission, and all written and oral evidence presented, the City Council hereby finds that the proposed ordinance is consistent with the City's adopted General Plan. The proposed ordinance does not otherwise conflict with any of the General Plan's goals or policies.`

Section 5. Zoning Map Amendment. The City Council hereby recommends adoption of the amended zoning map in the form attached hereto as Exhibit A, which is collectively incorporated herein by this reference in order to be consistent with the General Plan Land Use Map.

Section 6. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 7. Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 10th day of June 2025 and was adopted at a regular meeting of the St. Helena City Council on the __ day of ____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

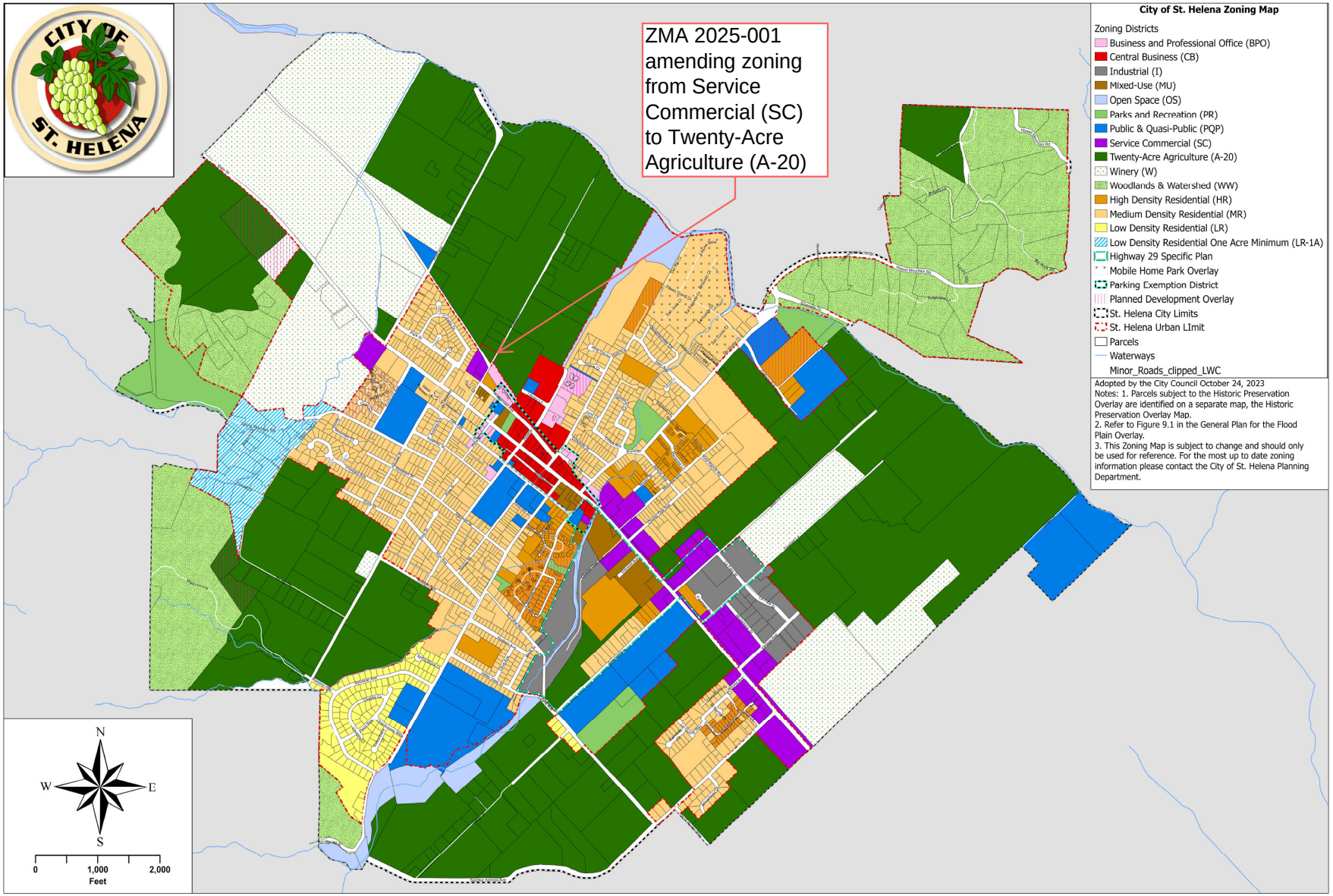
ATTEST:_____ APPROVED:_____

Erika Opp, Administrative Analyst Paul Dohring, Mayor

Attachments

1. Exhibit A, Amended Zoning Map

Exhibit A. Amended Zoning Map, 6/24/2025



CITY OF ST. HELENA

RESOLUTION NO. 2025-059

RESOLUTION OF THE CITY OF ST. HELENA CITY COUNCIL GRANTING APPROVAL OF GENERAL PLAN AMENDMENT(GPA2025-001) TO CHANGE THE LAND USE DESIGNATION FROM SERVICE COMMERCIAL TO AGRICULTURE FOR THE PROPERTY LOCATED AT 1030 FULTON LANE (APN 009-194-005)

PROPERTY OWNER: FULTON JUNCTION PARTNERS, LLC **APN:**009-194-005

Recitals

1. On September 10, 2024, the City Council authorized a General Plan Amendment application (PL24-043) to change the land use designation from Service Commercial to Agriculture to be processed and referred to the Planning Commission for the subject parcel located at 1030 Fulton Lane; and
2. On August 5, 2024, The Brodie Group on behalf of the property owners, Fulton Junction Partners LLC, filed an application to request a General Plan Amendment (GPA2025-001) to the property's land use designation from Service Commercial to Agriculture.
3. On August 5, 2024, The Brodie Group on behalf of the property owners, Fulton Junction Partners LLC, filed an application to request a Zoning Map Amendment (ZMA2025-001) to rezone the property from Service Commercial (SC) to Twenty-Acre Agriculture (A-20) to be consistent with the amended General Plan Land Use designation.
4. The proposed change in the General Plan allow for the site to accommodate residential uses and incrementally help the City achieve its Regional Housing Needs; and
5. The proposed project is exempt from the California Environmental Quality Act pursuant to Section 15303, Class 3, of the CEQA Guidelines; and
6. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony at a duly noticed public hearing on May 20, 2025 and made a recommendation to approve the requests 4-0; and
7. A public notice was published in the Press Democrat and mailed to residents; and
8. The City Council considered the General Plan Amendment request in its entirety at a duly noticed public hearing on June 10, 2025. After reviewing materials provided from the Planning Commission public hearing, as well as considering the staff report and record of the proceedings before the City Council, the written evidence submitted for the Council public hearing, and the testimony and other evidence submitted at the Council public hearing, voted to approve the request as described in the title of the resolution.

Resolution

A. Now, therefore, the City of St. Helena City Council resolves as follows, based on substantial evidence in the record:

1. The foregoing recitals are true and correct and are incorporated by reference into this action.
2. The City Council hereby finds that the project is exempt from the requirements of CEQA pursuant to Section 15303, Class 3, of the CEQA Guidelines.
3. The City Council has considered the following guidelines as identified in St. Helena Municipal Code Section 17.06.050 to support the motion to recommend approval of the General Plan Amendment:
    a. To allow for consideration of elements not initially considered at the time of approval of the general plan;
    b. To reflect changes in goals, policy, physical, social, or economic conditions;
    c. To acknowledge when, due to naturally occurring physical constraints or changes, the anticipated land usage per the General Plan is no longer feasible;
    d. To take into consideration the consistency of the proposed amendment with the goals, policies and programs of the General Plan, adopted Planning Commission (where applicable) and other existing city policies;
    e. When considering the reduction of residential density, ensure compliance with California Government Code Section 65863 by either finding that the remaining sites identified in the housing element are adequate to accommodate the city's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density; and
    f. To ensure that there is no net loss of potential housing units.
4. The City Council approves an amendment of the General Plan (GPA2025-001) to change the land use designation of the subject property located at 1030 Fulton Lane from Service Commercial to Agriculture as shown on Attachment 1. Attachment 1 is hereby incorporated by reference into this Resolution.

I HEREBY CERTIFY that the foregoing General Plan and Zoning Map Amendment applications were duly and regularly approved by the City Council of the City of St. Helena at a regular meeting on June 10, 2025, by the following roll call vote:

Mayor Dohring:	**YES**
Vice Mayor Deasy:	**YES**
Council Member Barak:	**YES**
Council Member Spadarotto:	**YES**
Council Member Summers:	**ABSENT**

APPROVED:

Paul Jamison Dohring

Paul Jamison Dohring, Mayor

ATTEST:

Erika Opp

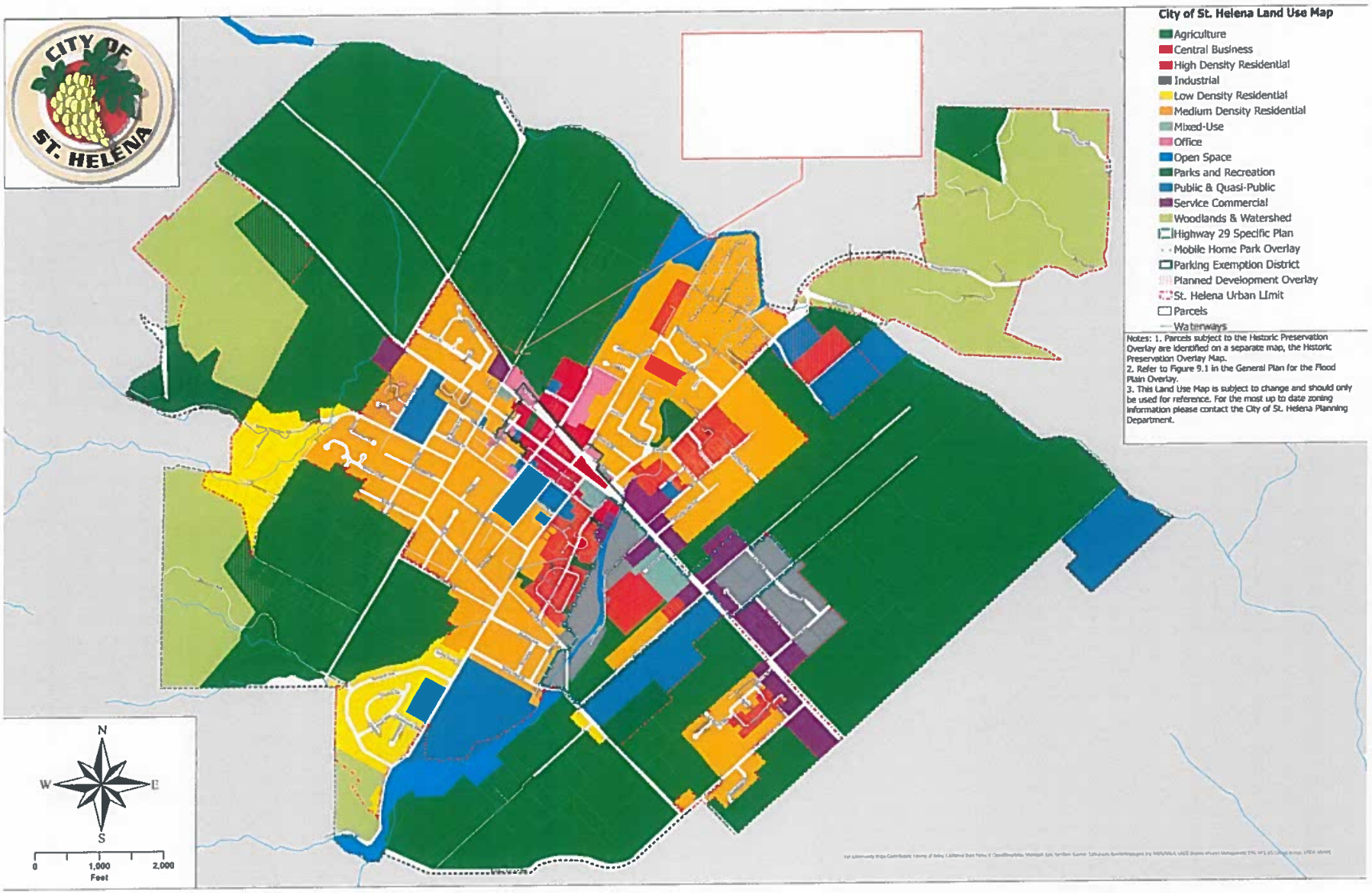
Erika Opp, Acting City Clerk

Attachments

1. Proposed General Plan Land Use Diagram (Figure 2.1 in the 2040 General Plan)

CITY OF ST. HELENA
Incorporated March 24, 1878
Reincorporated May 14, 1889
STATE OF CALIFORNIA

Attachment 1. Proposed General Plan Land Use Diagram (Figure 2.1)



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and adoption of a Resolution: (1) Awarding the R25-79 Pavement Restoration Project to JD General Engineering Corp in the amount of $1,420,640; (2) Authorizing the City Manager to execute the Construction Contract with JD General Engineering Corp; (3) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% of the contract amount; (4) Allocating a Portion of the Contract Work and Funding to Project R19-05 (Crane Portion) to Achieve Cost Savings; (5) Determining the Project to be Exempt from the Requirements of the California Environmental Quality Act (CEQA); (6) Requesting a budget increase for project R19-05 of $324,539; and (7) Requesting budget amendments to properly account for purchases in the Operating Budget.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	Resolution 2025-035, approval of plans and authorization to solicit bids was adopted by City Council on April 22, 2025.
STATEMENT OF THE PURPOSE:	To deliver the City's annual Pavement Restoration Project in accordance with the City's 5 Year Pavement Management Plan and approved Capital Improvement Plan (CIP).
FINANCIAL IMPACT:	The financial impact of this award and construction contract is $1,420,640, in addition to possible change orders in the amount of $213,096. • $842,536 for project R25-79 Pavement Restoration. Sufficient funding is available in the FY 2025-26 CIP Budget. • $537,050 for project R19-05 Grayson and South Crane Rehab - (Crane Portion) A budget increase is needed in the amount of $324,539 utilizing Measure T/U Funds. $212,511 is currently available in the FY 2025-26 CIP Budget.

	• $116,150 for Wastewater Treatment Plant Paving. Sufficient funds are available in the Public Works Administration Operating Budget. A budget transfer in the amount of $116,150 from 571-5000-2130 (Professional Contracts) to 571-5029-2145 (Other Contract Services) is included to properly account for this purchase. No additional appropriation is required. • $138,000 for Corp Yard Lot Repaving. Sufficient funds are available in the Public Works Administration Operating Budget. A budget transfer in the amount of $138,000 from 101-5000-2130 (Professional Contracts) to 101-5006-2145 (Other Contract Services) is included to properly account for this purchase. No additional appropriation is required.

BACKGROUND:
The R25-79 Pavement Restoration Project is a continuation of the City's efforts to improve and maintain 26 centerline miles of roadway within the City of St. Helena.

On May 27, 2025, the City Council adopted the FY2025-26 to FY2029-30 Capital Improvement Plan (CIP) which includes the R25-79 Pavement Restoration Project; and on June 10, 2025 the City Council adopted the FY2025-26 to FY2026-27 budget which included funding for said project.

On December 12, 2023, the City Council adopted an updated 5-Year Pavement Management Plan (PMP). The R25-79 Pavement Restoration Project represents Year 2 of the updated PMP. This updated PMP project scope includes a focus on roadway maintenance when compared to the FY24 pavement restoration project. The project funding will be supported by the existing Measure T/U funding adopted in the FY2025-26 to FY2029-30 CIP.

The project plans were developed by Project Manager Mario Traverso. The project plans specifications and contract documents were compiled by City Staff and approved for bid solicitation by City Council on April 22, 2025.

The project includes maintenance treatment of many local roadway segments, rehabilitation of South Crane Avenue, drainage improvements, and significant roadway repairs. Additional elements of this project include restriping traffic lines and crosswalks, various repairs to sidewalk, curb and gutter, and the installation of ADA-compliant curb ramps.

DISCUSSION:

On May 23, 2025, a notice inviting bids, project plans and specifications was posted. On June 12, 2025, two (2) bids were received and opened publicly at City Hall 1088 College Ave. St. Helena, CA 94574. All bids are provided by reputable, licensed firms and are complete and competitive.

The bid results are as follows:

Company	Base Bid	Bid Alternate 2	Bid Alternate 3
JD General Engineering Corp, Ukiah	$1,199,640.00	$101,000	$120,000
Argonaut Constructors, Santa Rosa	$1,258,489.70	$109,275	$108,198
Engineer's Estimate: $1,100,000			

City Staff reviewed all bids and find that JD General Engineering's proposal is the lowest responsible and responsive bid. JD General Engineering holds a valid Class A License No. 1040595 in the State of California, with no enforcement actions listed. Their license expires on 10/31/2025. JD General Engineering's bid is consistent with the engineer's estimate. JD General Engineering has successfully executed a multitude of similar projects in Northern California.

A portion of the contract scope and cost is attributable to work that supports Project R19-05, the Grayson and South Crane Rehabilitation Project (Crane Portion). By including this work under the R25-79 contract, the City will realize cost efficiencies through shared mobilization and economies of scale. As such, an allocation of $537,050 will be charged to project R19-05; $116,150 will be for Wastewater Treatment Plant Paving; $138,000 will be for Corporation Yard Repaving.

Estimated Project Costs

R25-79 - Pavement Restoration	
Construction Contract	$732,640
Construction Contingency (15%)	$109,896
R19-05 - Grayson and South Crane Rehab	
Construction Contract	$467,000
Construction Contingency (15%)	$70,050
Bid Alternate 2 - Wastewater Treatment Plant Repaving	
Construction Contract	$101,000
Construction Contingency (15%)	$15,150
Bid Alternate 3 - Corp Yard Lot Paving	
Construction	$120,000
Construction Contingency (15%)	$18,000

ENVIRONMENTAL REVIEW:

Staff will be filing a Notice of Exemption for this project, citing a Class 1 Categorical Exemption for existing facilities. The contractor is required to perform standard stormwater pollution prevention measures.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution Awarding JD General Engineering Contract v2
CIP Page R25-79
CIP Page R19-05

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR THE R25-79 PAVEMENT RESTORATION PROJECT TO JD ENGINEERING CORP., AUTHORIZING RELATED ACTIONS, AND APPROVING BUDGET ADJUSTMENTS

RECITALS

A. On April 22, 2025, the City Council adopted Resolution 2025-035, approving the plans and specifications and authorizing the solicitation of bids for the R25-79 Pavement Restoration Project; and

B. On May 23, 2025, a Notice Inviting Bids for the R25-79 Pavement Restoration Project was posted and, on June 12, 2025, two (2) bids were received and publicly opened; and

C. JD General Engineering Corp. submitted the lowest responsive and responsible bid in the amount of $1,420,640, including Bid Alternate 2 for the Wastewater Treatment Plant and Bid Alternate 3 for the Corporation Yard Lot repaving; and

D. A portion of the work included in the R25-79 Pavement Restoration Project also serves the Grayson and South Crane Rehabilitation (R19-05), and combining this scope under one contract results in cost efficiencies; and

E. A budget reallocation and increase are necessary to properly allocate funding for the projects identified in the Capital Improvement Plan (CIP) and in the Public Works Operating Budget; and

F. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 Existing Facilities.

RESOLUTION

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

1. Awards the construction contract for the R25-79 Pavement Restoration Projects to JD General Engineering Corp in an amount not-to-exceed $1,420,640; and

2. Authorizes the City Manager to execute the construction contract with JD General Engineering Corp; and

3. Authorizes the Director of Public Works to approve construction change orders not to exceed 15% of the total contract amount; and

4. Authorizes the allocation of expenditures to be split between R25-79, R19-05, Corporation Yard, and Wastewater Treatment Plant repaving projects; and

5. Determines that the R25-79 Pavement Restoration Project is exempt from CEQA under Class 1 Existing Facilities.

6. Budget Amendments are as follows:

Description	Fund	GL Account	Amount
Transfer to Other Funds – Budget Increase to Expense	240 – Measure T/U	240-40-00-29-99	$324,539
Operating Transfers In – Budget Increase to Revenue	741 – Streets Capital	741-39-98-00-00	$324,539
Budget Increase to CIP R19-05 Construction Contract	741 – Streets Capital	741-50-14-31-60	$267,000
Budget Increase to CIP R19-05 Contingency	741 – Streets Capital	741-50-14-31-70	$57,539
Budget Adjustment – Budget Decrease to Other Contract Services	571 – Wastewater Enterprise	571-50-00-21-30	($116,150)
Budget Adjustment – Budget Increase to Other Contract Services	571 – Wastewater Enterprise	571-50-29-21-45	$116,150
Budget Adjustment – Budget Decrease to Professional Contracts	101 – General	101-50-00-21-30	($138,000)
Budget Adjustment – Budget Increase to Other Contract Services	101 – General	101-50-06-21-45	$138,000

7. Funding is as follows:

Description	Fund	GL Account	Amount

R25-79 Construction Contract	Measure T/U 741 –Streets Capital	741-50-14-31-60	$732,640
R25-79 Contingency	Measure T/U 741 –Streets Capital	741-50-14-31-70	$109,896
R19-05 Construction Contract	Measure T/U 741 –Streets Capital	741-50-14-31-60	$267,000
R19-05 Contingency	Measure T/U 741 –Streets Capital	741-50-14-31-70	$57,539
WWTP Paving Construction	571 – Wastewater Enterprise	571-50-29-21-30	$101,000
WWTP Paving Contingency	571 – Wastewater Enterprise	571-50-29-21-30	$15,150
Corporation Yard Construction	101 – General	101-50-06-21-45	$120,000
Corporation Yard Construction	101 – General	101-50-06-21-45	$18,000

Approved at a Regular Meeting of the St. Helena City Council on June, 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

Pavement Restoration FY 25 Design/FY 26 Construction

Project No: R25-79

Category Streets

Project Location: Select Streets

Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 741-5014-

STATUS: In Design

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
Rehabilitate streets citywide by implementing various surface treatments, including slurry seal, micro-surfacing, and asphalt overlays. These treatments will extend pavement life, improve roadway conditions, and enhance safety for motorists, cyclists, and pedestrians.
Key project components include:
•Street rehabilitation across select locations based on priority needs identified in the updated Pavement Management Plan.
•Curb ramp upgrades where necessary to ensure ADA (Americans with Disabilities Act) compliance.
•Utilization of Measure T funding for project implementation.
The project will follow a two-phase approach:
--Design Phase: FY25
--Construction Phase: FY26

PROJECT NOTES: •FY25 - The City Council adopted the updated street rehabilitation list per Resolution 2023 -163 (December 12, 2023). -Budget based upon Measure T projection.
-Design Anticipated in FY25 Q2, bid process expected in Q3.
-Contract award presented to City Council 6/24/2025.
•FY26 - Construction scheduled to begin in FY26 Q1.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design		130,000						130,000
3150 - Construction Management			130,000					130,000
3160 - Construction Contract			947,000					947,000
3170 - Contingency			90,000					90,000
EXPENDITURE TOTALS		130,000	1,167,000					1,297,000
FUNDING SOURCES								
240-Measure T/U		130,000	1,167,000					1,297,000
FUNDING TOTALS		130,000	1,167,000					1,297,000

Grayson and South Crane Rehab

Project No: R19-05

Category Streets

Project Location: Grayson and South Crane

Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 741-5014-

STATUS: Partial completion

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
The Grayson and South Crane Rehabilitation Project aims to reconstruct Grayson Avenue and South Crane Avenue to improve roadway conditions, enhance accessibility, and ensure long-term durability. The project includes pavement rehabilitation, sidewalk repairs, and upgrades to curb ramps to comply with ADA standards where applicable.

PROJECT NOTES:
Resolution 2020-36: Professional Services Agreement (PSA) with BKF for design services totaling $175,139.
•FY23 - Project was deferred to FY24 per Public Works (PW) recommendation.
•FY24: Grayson Avenue:
-Transferred to project R23-79 with a revised design budget of $30,000 and a construction budget of $400,000.
-Reso 2023-166 (12/12/23): Expanded design scope and approved additional fees.
-Reso 2024-112 (07/23/24): Accepted completed Grayson Avenue improvements.
•FY25: Contract Award presented to Council 6/24/2025 including a budget increase of $324,539.
•FY26: South Crane Avenue construction scheduled for FY26Q1.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design	233,095							233,095
3160 - Construction Contract		467,000						467,000
3170 - Contingency		70,050						70,050
EXPENDITURE TOTALS	233,095	537,050						770,145
FUNDING SOURCES								
240-Measure T/U	233,095	537,050						770,145
FUNDING TOTALS	233,095	537,050						770,145

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 4 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of $486,900 with HydroScience Engineers for services to fulfill CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of $2,507,296 and approve updated budget for CIP Project S-52 reallocating funds from FY2025-26 GO Bond Funds to FY2024-25.
RECOMMENDED ACTION:	Approval of Amendment No. 4 and updated CIP Budget.
PREVIOUS COUNCIL ACTION:	On April 9, 2019, City Council authorized the City Manager to execute a Professional Services Agreement STH Contract: FY 2019-017 in the amount of $440,000 with HydroScience Engineers to perform select engineering services, facilitate the procurement of a design-build team, and ensure that the design of the WWTRP Project improvements are constructed in a manner and cost that meets the City of St. Helena's needs and budget in response to San Francisco Bay Regional Water Quality Control Board Order R2-2016-004. The following amendments have been authorized for this project: • Amendment #1 - March 23, 2020 in the amount of $255,380 for a total not-to-exceed amount of $695,380 • Amendment #2 - March 23, 2021 in the amount of $792,550 for a not-to-exceed amount of $1,487,930 • Amendment #3 - November 28, 2023 in the amount of $532,466 for a not-to-exceed amount of $2,020,396
STATEMENT OF THE PURPOSE:	Approval of Amendment No. 4 to the HydroScience Engineers contract so they can continue work on the CIP Project S-52 Wastewater Treatment Plant Upgrades through project acceptance and closeout.

FINANCIAL IMPACT:	As noted in the presentation of the Capital Improvement Program at the May 27, 2025 City Council meeting, the CIP includes additional funding for project overruns with the funding source as Measure H, General Obligation Bonds, Fund 421. A portion of the funding for this CIP project will be reallocated from FY2025/26 to FY2024/25 to align with expenditures.

BACKGROUND:
The City of St. Helena (City) owns and operates a Wastewater Treatment and Reclamation Plant (WWTRP) located at 1 Chaix Lane. The WWTRP and its discharge are permitted through the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB)

The City has a Water Reclamation Requirements (WRR) Order No. 87-090 to regulate effluent Discharge Pollutant updated recently National and land to discharge a Elimination System (NPDES) Permit Order No. R2-2016-0003 to regulate discharge to the Napa River. The 2016 NPDES permit contains more stringent effluent limits for biological oxygen demand (BOD) and total suspended solids (TSS), which the WWTRP anticipates it will have difficulty meeting based on historical testing.

As a result, the SFBRWQCB issued a Cease and Desist Order (CDO) No. R2-20160004 to the City, which mandated the WWTRP to comply with the specified interim BOD and TSS effluent limits, and to perform a Feasibility Study to evaluate and/or identify modifications to the WWTRP that would meet the new effluent limits. The SFBRWQCB issued 2018, Schedule A outlining 11 items for on Schedule Compliance with a January compliance with the CDO.

The City entered into a Contract to have GHD prepare the Feasibility Study on May 9, 2016. The Feasibility Study was prepared by GHD and a Final Draft Feasibility Study was delivered to the SFBRWQCB on June 1, 2018, as required by the Compliance Schedule. The SFBRWQCB accepted the Feasibility Study in a letter dated July 31, 2018, and agrees with the City's approach to the Phase I WWTRP Improvements Project. (CIP S-52)

On April 9, 2019, City Council authorized the City Manager to execute a Professional Services Agreement STH Contract: FY 2019-017 in the amount of $440,000 with HydroScience Engineers to perform select engineering services, facilitate the procurement of a design-build team, and ensure that the design of the WWTRP Project improvements are constructed in a manner and cost that meets the City of St. Helena's needs and budget in response to San Francisco Bay Regional Water Quality Control Board Order R2-2016-004.

On March 23, 2020, City Council authorized Amendment No. 1 in the amount of $255,380 for a total not-to-exceed amount of $695,380. The amended scope of work

covered the additional work associated with the detailed design of the WWTRP improvements recommended in the Conceptual Design Report as well as reductions to the original scope that were no longer necessary with the revised approach.

On March 23, 2021, City Council authorized Amendment No. 2 in the amount of $792,550 for a total not-to-exceed amount of $1,487,930 adding both engineering services during the bidding and construction phases and providing construction management and inspection services for CIP S-52.

On November 28, 2023, City Council authorized Amendment No. 3 in the amount of $532,466 for a total not-to-exceed amount of $2,020,396.

DISCUSSION:
The WWTP Upgrade project is a critical infrastructure improvement for the City of St. Helena. It ensures compliance with updated water quality regulations and enhances the treatment plant's capacity and efficiency. The project has encountered delays, primarily due to unforeseen conditions and extended performance testing requirements. This has necessitated additional services from HydroScience Engineers beyond the scope of the contract.

Amendment No. 4

This amendment addresses the need for extended construction management, inspection, and engineering services beyond the project completion date, through September 2025. This extension covers:

- Ongoing construction activities, including site visits, meetings and reviews.
- Extended seeding and performance testing periods, which require engineering oversight.
- Preparation of final documents, such as record drawings and technical reports that verify compliance with regulatory requirements.

Given the complexity of the project and the critical nature of meeting water quality standards, it is essential to ensure that oversight is in place for the remainder of the project. HydroScience's continued involvement will ensure that the project is completed in compliance with the updated NPDES permit.

HydroScience has demonstrated they have the necessary skills, knowledge, and experience and have been working with the City to plan, design, and support the permitting and funding of the project. In order to keep the WWTRP project moving forward to construction completion and permit compliance, this amendment is necessary due to the lack of internal staff capacity to provide these services to the level required for such a large scale and critically important community project.

Proposed Amendment No. 4:

Contract Number	Approval Date	Amendment Value*	Total Not-To-Exceed $
ST 2019-77 A4	**06/24/2024**	**$486,900**	**$2,507,296**

The above includes the following breakdown:

Task 1: Engineering services During Construction	**$142,000**
Task 2: Construction Management/Inspection	**$487,000**
Contingency (10%)	**$62,900**
Subtotal Amendment No. 4	**$691,900**
Credit (pending)*	**($205,000)**
Total Amendment No. 4	**$486,900**

*This amendment includes ***both*** expenditures incurred from August 2024 to May 2025 exceeding the Amendment No. 3 not-to-exceed contract amount and a proposed credit to address a negotiated settlement. Staff authorized the continuation of work to keep the project on schedule until an amendment could be approved.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution Hydroscience
Attachment 1 Amendment 4 Hydroscience Contract_061025
Amendment No. 4 - Exhibit A-1 - 060225 FINAL_061025
CIP S-52

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING 1) THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT STH CONTRACT: FY 2019-017 IN THE AMOUNT OF $486,900 WITH HYDROSCIENCE ENGINEERS FOR SERVICES TO FULFILL CIP PROJECT NO. S-52 WASTEWATER TREATMENT AND RECLAMATION PLANT PROJECT FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $2,507,296; AND 2) APPROVE UPDATED BUDGET FOR CIP PROJECT S-52.

RECITALS

A. On April 9, 2019 the City and Consultant entered into the Agreement for Consultant to provide professional design services in connection with the project described as CIP Project No. S-52 Phase I Wastewater Treatment and Reclamation Plant Upgrades; and

B. The Agreement's Scope of Services did not include the funds or the additional work needed to allow HydroScience Engineers to complete final design plans and bid documents in order to advertise and bid the project; and

C. On March 23, 2020, City Council authorized Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of $255,380 for a total not-to-exceed amount of $695,380; and

D. On February 23, 2021, City Council adopted the IS/MND and the MMRP, and approved the plans and specifications authorizing the Public Works Director/City Engineer to advertise the Wastewater Treatment and Reclamation Plant Phase I Upgrades, CIP Project No. S-52; and the current Scope of Services does not include the funds or the additional work for HydroScience to provide engineering services during the bidding and construction phases as well as construction management and inspection services; and

E. On March 23, 2021 City Council authorized Amendment No. 2 in the amount of $792,550 for a not-to-exceed amount of $1,487,930 adding both engineering services during the bidding and construction phases and providing construction management and inspection services for CIP S-52; and

F. On November 28, 2023 City Council authorized Amendment No. 3 in the amount of $532,466 for a total not-to-exceed amount of $2,020,396; and

G. To carry out the project through the current anticipated demonstration, testing, and completion date, engineering and construction management/inspection services will need to be provided through September 2025; and

H. The additional funding is necessary to allow HydroScience Engineers to provide continued consulting services to the City.

RESOLUTION

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

1. Authorize Amendment No. 4 to Contract STH 2019-17 for $486,900 and a total not to exceed amount of $2,507,296; and
2. Approve updated CIP Project Budget S-52 WWTP Phase I Upgrades to include amendments; and
3. Funding is as follows:

Description	Fund	GL Account	Amount
Transfer to Other Funds - Budget Increase to Expense	Go Bonds – 421	421-40-45-29-99	$486,900
Operating Transfers In – Budget Increase to Revenue	Wastewater CIP - 773	773-39-98-00-00	$486,900
S-52 FY24-25 Budget Increase to Construction Contract	Wastewater CIP - 773	773-50-29-3160	$486,900
S-52 FY25-26 Budget Decrease to Construction Contract	Wastewater CIP - 773	773-50-59-3160	($486,900)

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT WITH HYDROSCIENCE ENGINEERS
STH CONTRACT NO: 2019-077 FOR DESIGN SERVICES ON CAPITAL IMPROVEMENT PROJECT: S-52 PHASE I WASTEWATER TREATMENT AND RECLAMATION PLANT UPGRADES FOR AN ADDITIONAL $486,900 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $2,507,296

This Fourth Amendment to Professional Services Agreement STH Contract: 2019-077 dated April 9, 2019 ("Agreement") is made as of this 24th day of June, 2025 by and between the City of St. Helena, a municipal corporation ("City"), and HydroScience Engineers ("Consultant").

RECITALS

A. On April 9, 2019 the City and Consultant entered into the Agreement for Consultant to provide professional design services in connection with the project described as CIP Project No. S-52 Phase I Wastewater Treatment and Reclamation Plant Upgrades; and
B. The Agreement's Scope of Services did not include the funds or the additional work needed to allow HydroScience Engineers to complete final design plans and bid documents in order to advertise and bid the project; and
C. On March 23, 2020, City Council authorized Amendment No. 1 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of $255,380 for a total not-to-exceed amount of $695,380; and
D. On February 23, 2021, City Council adopted the IS/MND and the MMRP, and approved the plans and specifications authorizing the Public Works Director/City Engineer to advertise the Wastewater Treatment and Reclamation Plant Phase I Upgrades, CIP Project No. S-52; and The current Scope of Services does not include the funds or the additional work for HydroScience to provide engineering services during the bidding and construction phases as well as construction management and inspection services; and
E. On March 23, 2021, City Council authorized Amendment No. 2 in the amount of $792,550 for a total not-to-exceed amount of $1,487,930 adding both engineering services during the bidding and construction phases and providing construction management and inspection services for CIP S-52; and
F. On November 28, 2023, City Council authorized Amendment No. 3 in the amount of $532,466 for a total not-to-exceed amount of $2,020,396 adding both engineering services during the bidding and construction phases and providing construction management and inspection services for CIP S-52; and
G. To carry out the project through the current anticipated demonstration, testing, and completion date, engineering and construction management/inspection services will need to be provided through September 2025.
H. The additional funding is necessary to allow HydroScience Engineers to provide continued consulting services to the City.

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 1. Basic Services

2. Parties agree to amend Section 1 “Basic Services” to the agreement to provide additional services as outlined in Exhibit A, “Scope of Work” Attached hereto.
3. Section 4.A Compensation and Method of Payment, is amended to read as follows: “Total Compensation shall not exceed $2,507,296...”

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

Entered as of the say and year first above stated.

Consultant:	City of St. Helena
By: _____	By: _____
Name: _____	Name: Anil Comelo
Title:_____	Title: City Manager

Approved as to Form:

By: _____

Name: Ethan Walsh

Title: City Attorney

Attachments:
Exhibit A-1 Scope of Services
Exhibit A-2: Compensation
Exhibit A-3: Project Accounting Update
Exhibit A-4: Contract Disposition

EXHIBIT A-1
SCOPE OF SERVICES

HydroScience has been working with the City of St. Helena to plan, design, permit, and manage the construction of the WWTP Upgrade Project. Notice to Proceed was issued to the Contractor during February 2022, and the Contractor has been working to construct the Project. Based on the current schedule, it is expected that services from HydroScience will be required past the June 2024 completion date identified in Amendment No. 3.

With the expected restart of the 30-day performance period to begin during June 2025, and the 60-day demonstration period and project closeout activities to follow, we expect that services from HydroScience will be required through approximately September 2025.

The proposed tasks associated with scope of services are as follows:

Task 1: Engineering Services During Construction (ESDC)

HydroScience will continue to provide Engineering Services During Construction for the through March 2025. It is assumed that this effort will require an average of approximately 12 hours per week for the period between July 2024 and March 2025. Over this nine-month period, this equates to an expected level of effort of **468 hours**.

Between April 2025 and September 2025, we have estimated 6 hours per week for this six-month (26 week) period, which represents a total effort of 156 hours.

HydroScience will provide ESDC to the City as needed and requested up to the level of effort identified in this scope. The types of services HydroScience expects to provide as part of this task are summarized below.

Attending construction meetings. HydroScience will lead weekly construction meetings with the project team for the duration of the project.

Site visits: ESDC staff shall conduct site visits during construction. These construction site visits are in addition to the construction meetings. Site visits may occur in conjunction with a construction meeting.

Submittal reviews: HydroScience will review submittals and resubmittals and provide comments back to the Contractor. Submittal reviews will be transmitted in the cloud-based software format preferred by the Contractor.

RFI reviews: HydroScience expects that the City may require assistance from HydroScience for RFI reviews. RFIs may address changed conditions, corrective actions, or items requested by the City or Contractor. Completed RFI reviews will be returned to the CM and/or the City in the same format as submittals.

Change Order Reviews: Any change orders will be reviewed against field conditions and the contract documents to determine the validity of the change order request. HydroScience will review change orders and provide a response/recommendation to the City. HydroScience is estimating potential change orders.

Deliverables

- Meeting agenda/minutes for HydroScience led meetings.
- Submittal responses
- RFI responses
- Responses to Change Order requests.

Task 2: Construction Management and Inspection

HydroScience will provide one combined Construction Manager (CM)/Inspector to be present at the site regularly when the Contractor is on-site. For the full-time period through March 2025, and an average of 10 hours per week for the period April 2025 and June 2025, we have assumed an overall level of effort of **1,670 hours** by our CM/Inspector.

Between July 2025 and September 2025, we have estimated 20 hours per week for this four-month (18 week) period, which represents a total effort of 360 hours.

HydroScience will use the electronic, cloud-based construction document and communication system for tracking of all Project construction documents and transmittals. All documents and transmittals will be tracked, filed, and routed using this system, including RFIs, submittals, change order requests, design clarifications, and inspection reports.

HydroScience will address potential change orders (PCOs) received during the project. PCOs will be reviewed against field conditions and the contract documents to determine validity. HydroScience will independently evaluate PCO costs and make a recommendation to the City. HydroScience will lead the negotiation process and will, as appropriate, prepare a contract change order (CCO) for issuance to the Contractor.

HydroScience will receive, log, and track contractor progress payment requests; perform a job walk to review construction progress and verify requests are consistent with work performed; and will make a recommendation to the City for payment.

HydroScience will serve in a central coordination role with all parties. Communication will consist of verbal communications, progress meetings, monthly progress reports, and written correspondence. HydroScience will log and track all correspondence and communication as described above.

HydroScience will prepare a punch list and facilitate a final job walk with the City and Contractor. A recommendation will be made to the City regarding acceptance of the facilities and posting the notice of completion.

Following substantial completion, HydroScience will work collaboratively with the City to refine operations and verify that the Project is operating as expected. Crucial to this will be documenting that the new Project can meet the water quality requirements in the new NPDES permit. HydroScience will analyze the data and prepare a technical report summarizing process performance of the Project once it is put into operation.

Once construction is complete, HydroScience will prepare record drawings to reflect the as-built condition. Red-line drawings from the Contractor will be used as the basis for HydroScience to prepare the record drawings.

Contingency: To account for unforeseen work and tasks, we have budgeted an additional 10% of the overall budget for Tasks 1 and 2 to account for additional work that is not specifically detailed in the scope of work but is desired to keep the project moving forward.

EXHIBIT A-2
COMPENSATION

A summary of the estimated time and materials, not-to-exceed budget by task for this Amendment (spanning the timeframe from July 2024 through September 2025) is as follows:

Task 1: Engineering Services During Construction	$142,000
Task 2: Construction Management/Inspection	$487,000
Subtotal	$629,000
Contingency (10%)	$62,900
Amendment No. 4 Total:	**$691,900**

All work will be performed in accordance with the professional services agreement between the City and HydroScience. Services will be invoiced on a time-and-materials basis in accordance with HydroScience's Standard Billing Rate Schedule in effect when the services are performed.

EXHIBIT A-3
PROJECT ACCOUNTING UPDATE

Acknowledging that HydroScience has continued to provide project services in Good Faith while the City, Thompson Builders and HydroScience negotiated various agreements, below reflects the project accounting disposition as of 6/3/25:

Date	Inv No.	Orig Amt	Credit Amt	Mod Invoice
06/05/24		$ (37,417.49)	$ (37,417.49)	$ -
07/02/24		$ (37,880.75)	$ (37,880.75)	$ -
09/02/24	455004039	$ (55,081.24)	$ (55,081.24)	$ -
10/01/24	455004040	$ (56,457.21)	$ (56,457.21)	$ -
11/01/24	455004041	$ (39,754.96)	$ (18,163.31)	$ (21,591.65)
12/02/24	455004042	$ (47,351.43)	$ -	$ (47,351.43)
01/01/25	455004043	$ (36,880.99)	$ -	$ (36,880.99)
02/03/25	455004044	$ (45,856.70)	$ -	$ (45,856.70)
03/03/25	455004045	$ (16,525.00)	$ -	$ (16,525.00)
04/01/25	455004046	$ (19,456.40)	$ -	$ (19,456.40)
05/05/25	455004047	$ (33,133.20)	$ -	$ (33,133.20)
		$ (425,795.37)	$ (205,000.00)	$ (220,795.37)

EXHIBIT A-4
CONTRACT DISPOSITION

Pending Council authorization to execute Amendment No. 4, below reflects the proposed contract disposition as of 6/3/25:

Orig Contract + Amend 1-3	$ 2,020,396.00
Proposed Amend 4	$ 691,900.00
Credit Amount	$ (205,000.00)
Modified Amend 4	$ 486,900.00
Total Contract incl Mod Amend 4	$ 2,507,296.00
Total Services Rendered	$ (2,289,768.84)
Remaining on Contract as of 06/03/25	$ 217,527.16

WWTP Phase 1 Upgrades

Project No:	**S-52**
Category	**Wastewater**
Project Location:	**1 Chaix Ln**
Responsible Department:	**Public Works**

EXPENDITURE ACCOUNTS: 773-5059-

STATUS: Construction; delays

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
The Wastewater Treatment Plant (WWTP) Phase I Upgrades Project was initiated in response to a State Cease and Desist Order requiring the City to bring the plant into regulatory compliance. This major infrastructure initiative includes significant upgrades to the City's wastewater treatment capabilities, as well as site improvements and environmental restoration measures. Key components of the project include: -Progress upgrades to achieve compliance with discharge requirements, levee stabilization and repair to protect facility infrastructure, sludge removal and site restoration to improve long-term operational efficiency, and consolidation of multiple CIP projects into a single delivery scope: S-53, S-62, S-66, and S18-79.
This project is critical for ensuring the City's regulatory compliance, environmental protection, and long-term reliability of wastewater infrastructure.

PROJECT NOTES:
Resolution 2019-40: Approved PSA with HydroScience ($440,000) to serve as Owner's Representative.
Resolution 2020-28: Approved Amendment #1 with Hydroscience for an additional $255,380 (revised total: $695,380)
Legal services costs include private placement debt issuance.
•FY24 - Project was anticipated to be completed by late 2023 / early 2024.
•FY25 - Delays occurred, shifting anticipated project acceptance to FY25 Q3.
-RESO 2025-047 approved GO Bonds to fund Change Orders in total of $779,498.
•FY26 - Additional delays have pushed final acceptance to FY26 Q1.
-Additional funding required to cover cost overruns associated with extended project duration and construction escalation.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design	1,990,196							1,990,196
3120 - Environmental/Planning	125,962							125,962
3140 - Legal Services	86,151							86,151
3150 - Construction Management	1,113,642							1,113,642
3160 - Construction Contract	14,944,407	1,266,398	1,213,100					17,423,905
3170 - Contingency		68,259						68,259
EXPENDITURE TOTALS	18,260,358	1,334,657	1,213,100					20,808,115
FUNDING SOURCES								
421-Go Bonds		1,266,398	1,213,100					2,479,498
571-Wastewater Rate Revenues	2,640,096	68,259						2,708,355
773-Wastewater Capital Improvement	2,169,860							2,169,860
773-Wastewater Capital Improvement - Debt	12,739,496							12,739,496
774-Wastewater Impact Fees	710,906							710,906
FUNDING TOTALS	18,260,358	1,334,657	1,213,100					20,808,115

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement STH Contract: FY20204-091 in the amount of $18,700 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 $63,000.
RECOMMENDED ACTION:	Staff recommends that the City Council authorize the City Manager to execute Amendment No. 2 to the existing contract with Oscar Larson & Associates for an additional $18,700 for the Water Tank #2 Rehabilitation (W-101) for a total not-to-exceed $63,000.
PREVIOUS COUNCIL ACTION:	On October 22, 2024, the City Council adopted Resolution No. 2024-147, approving Amendment No. 1.
STATEMENT OF THE PURPOSE:	Approval of Amendment No. 2 to continue work on the CIP Project W-101 Tank 2 Rehabilitation.
FINANCIAL IMPACT:	The fiscal impact of this contract amendment is $18,700, increasing the total not-to-exceed amount of $44,300. Sufficient funding is available in the FY 2024-25 Capital Improvement Plan (CIP) budget under Design to cover this amendment.

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. On October 22, 2024, the City Council approved Amendment No. 1 to include engineering, planning, and construction management services, including the preparation of Plans, Specifications, and Construction Cost Estimates (PS&E) for the rehabilitation of Tank 2.

Amendment No. 2 includes additional scope necessary to incorporate plans, specifications, and cost estimates for contractor disposal of debris generated by abrasive blasting. The Amendment also accounts for an extended timeline to complete the work, as well as additional project management and coordination with City staff and the Consultant's technical specialists. These changes resulted in additional costs reflected in the updated not-to-exceed contract amount.

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.

Amendment No. 1, approved by the City Council on October 22, 2024, expanded the scope of work to include engineering, planning, and construction management services, including preparation of PS&E.

The proposed Amendment No. 2 increases the contract amount by $18,700 to further support the development of the PS&E package. The amendment covers additional scope items such as incorporating plans, specifications, and cost estimates related to the contractor's disposal of debris resulting from abrasive blasting. It also includes extended project duration, increased coordination with City staff and consultants, and enhanced project management services to ensure proper execution of the work. These tasks are essential to maintaining the overall integrity, safety, and long-term performance of Water Tank No. 2.

Approval of this amendment will allow the project to continue moving forward with the expanded scope necessary to address these additional technical and operational requirements.

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 2 v1
STH Contract FY2024-091B - Oscar Larson & Associates Amendment No. 2

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO STH CONTRACT 2024-091 WITH OSCAR LARSON & ASSOCIATES IN THE AMOUNT OF $18,700 TO FULFILL CIP PROJECT NO. W-101 TANK 2 REHABILITATION PROJECT FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $63,000.

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. On October 22, 2024, the City Council approved Amendment No. 1 to the agreement, increasing the contract amount by $35,000 to a total not-to-exceed amount of $44,300, to cover expanded design and engineering services identified during initial condition assessments; and

D. As design work progressed, staff identified additional scope changes necessary to complete the PS&E package, including contractor debris disposal planning, extended project timelines, additional management, and enhanced coordination with City and consultant teams; and

E. The City and Oscar Larson & Associates now desire to execute Amendment No. 2 to increase the contract by $18,700, resulting in a new total not-to-exceed amount of $63,000.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena 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 $18,700 to fulfill CIP Project No. W-101 Tank 2 Rehabilitation Project for a total not-to-exceed amount of $63,000.

2. Funding is as follows:

Description	Fund	GL Account	Amount
Previously approved funding in Capital Improvement Plan (Fund 763) Utilizing Water Revenue Bonds	763 - Water Capital Improvement – Bond	763-50-30-31-10	$18,700

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Erika Opp, Acting City Clerk

AMENDMENT NO. 2

TO PROFESSIONAL SERVICES AGREEMENT WITH OSCAR LARSON & ASSOCIATES; STH CONTRACT NO: FY2024-091 FOR TANK #2 REHABILITATION FOR AN ADDITIONAL $18,700 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $63,000.

This Second Amendment to Professional Services Agreement STH Contract: 2024-091 dated June 18, 2024 ("Agreement") is made as of this 24th. day of June, 2025 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 #2, staff have identified additional scope changes that require further design and engineering services beyond the original project scope; and

D. On October 22, 2024 City Council authorized Amendment No. 1 to Professional Services Agreement for FY2024-091 for an additional $35,000 for a total not-to-exceed $44,300; and

E. Staff have identified additional scope items such as incorporating plans, specifications, and cost estimates related to the contractor's disposal of debris resulting from abrasive blasting. As well as extended project duration, increased coordination with City staff and consultants, and enhanced project management services to ensure proper execution of the work. These tasks are essential to maintaining the overall integrity, safety, and long-term performance of Tank #2; and

F. The City of St. Helena and Oscar Larson & Associates now desire to amend the Agreement for FY2024-091 for an additional $18,700 for a total not-to-exceed $63,000.

AGREEMENT

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

1. The Scope of Work as attached to the Agreement is hereby amended to include the Additional Scope of Work, attached hereto and incorporated herein as Exhibit A.

2. Section 4. A Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed $63,000... "

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: _____

Print Name: KENNETH G. DAVLIN

Title: PRESIDENT & PROJECT MANAGER

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

Exhibit A – Additional Scope of Work

Oscar Larson & Associates
Consulting Engineers, Inc.
317 Third Street • 2nd Floor • Eureka • CA 95501

phone: 707-445-2043 • phone: 800-660-2043
fax: 707-445-8230
e-mail: larson@olarson.com
website: www.olarson.com

1. This memo presents the reasons and justifications regarding the additional costs incurred by Oscar Larson & Associates (Consultant) in the update of Tank No. 2 plans, specifications and construction cost estimates (PSEs). The additional costs currently expended by OLA are $9,350 to modify the PSEs. The original additional tasks and costs were expended and spent to update the PSEs in conformance with requests from City and in conformance with City requests not fully addressed in the original work scope. The additional work was done over a period of several months through April 2025.
2. The original contract was for $44,300, the PSEs were completed at the current cost of $53,650. ....and we are still waiting for City comments for us to make any changes to make the PSEs fully complete for the bidding process.
3. The original PSEs contained Best Management Practices (BMP) and provisions to remove grass, weeds, etc. from the ground surface and paved areas within paved areas, which was done. The work included plans and specs for paving surface crack sealing. After completion, City decided it would do the work with its own forces and the PSEs were revised to remove the work from the PSEs.
4. The tank inspection had found that the center vent is in poor conditions and in need of replacement. This design work was added to the PSEs. The tank inspection found that the roof coating is in poor condition and in need to be completely removed by abrasive blasting and recoating. This additional work was additionally included in the updated PSEs.
5. Plans, specs, costs were added for contractor disposal of the debris from the abrasive blasting at additional cost.
6. Additional extension of time to perform the task work, additional management, additional communications with City and Consultant's specialists resulted in the current amount of the additional costs to the PSEs.
7. PSEs have been submitted to City for its review, and Consultant is ready to respond to City comments and recommendations regarding the completion to the PSEs and moving forward into the additional work of the bidding process, assisting the City in the evaluation of bids, and assisting in the award process. This additional work will be additional time and cost dependent upon City's bidding process and schedule. Estimated OLA costs to complete the work thru City award are additionally guesstimated at $5,000 to $10,000 but are dependent on how much work it takes to respond to City comments and modify the PSEs. The rough revised total OLA costs could be a budget of $63,000. We recommend you consider approval of this amount so we can receive City's 90% submittal comments and complete the 100% PSEs package for City bidding process for a revised budget of $63,000.

Kenneth G. Davlin, President

June 18, 2025

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	June 24, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Oscar Larson & Associates, in an amount not-to-exceed $123,800 for Capital Improvement Project W24-02 Napa Intertie Pump Station (Rutherford) Replacement.
RECOMMENDED ACTION:	Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with Oscar Larson & Associates for a not-to-exceed amount of $123,800 for CIP Project W24-02 Napa Intertie Pump Station (Rutherford) Replacement.
PREVIOUS COUNCIL ACTION:	On September 25, 2018, the City Council adopted Resolution 2018-128, approving a Professional Services Agreement with Oscar Larson & Associates, Inc. in connection with the project described as W-110 Rutherford Pump Station Upgrades, and W-106 Pump Station Upgrades. On January 26, 2021, the City Council adopted Resolution 2021-9, approving Amendment No. 1.
STATEMENT OF THE PURPOSE:	The purpose of this report is to authorize the City Manager to execute a Professional Services Agreement with Oscar Larson & Associates for design services related to the replacement of the Rutherford Pump Station (CIP Project W24-02).
FINANCIAL IMPACT:	The estimated fiscal impact of this Professional Services Agreement is for a not-to-exceed amount of $123,800. Sufficient funds are available in the adopted FY2024-25 Capital Improvement Plan budget under the project's design phase, and no additional appropriation is required.

BACKGROUND:

The Rutherford Pump Station, an essential component of the City's water distribution system and connection to the City of Napa intertie, is currently operating within a temporary shipping container. This setup lacks the long-term structural integrity, reliability, and integration capabilities necessary for continued operation. A permanent replacement facility has been identified as a critical infrastructure need.

Design efforts for the replacement pump station began previously; however, the project was delayed before final design completion. The City now intends to resume and complete the design effort. Oscar Larson & Associates, who initiated the earlier design work, has submitted a proposal to perform the remaining civil, structural, and electrical design tasks, prepare construction documents and cost estimates, and assist with bidding phase services. The new facility will consist of permanent concrete masonry unit ("CMU") structure, site improvements, and upgraded mechanical and electrical systems to support long-term operational needs.

DISCUSSION:
The Rutherford Pump Station (RPS), a key component of the City's water infrastructure, is currently housed within a temporary shipping container and is in need of a permanent facility to ensure long-term reliability and integration with the City of Napa Intertie. The proposed project will replace the existing set up with a permanent CMU pump station equipped with updated civil, structural, and electrical systems, including a backup generator.

The scope of work includes field investigations and site assessments, hydraulic and electrical system design, structural design of a CMU pump house, parking and site layout for operations access, preparation of plans, specifications and cost estimates, and assistance with bidding phase services.

ENVIRONMENTAL REVIEW: The proposed project is exempt from the requirements of the CEQA pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines.

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 Oscar Larson W24-02 v1
PSA Oscar Larson W24-02
CIP Page W24-02

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OSCAR LARSON & ASSOCIATES FOR DESIGN SERVICES FOR AN AMOUNT NOT-TO-EXCEED $123,800 FOR CAPITAL IMPROVEMENT (CIP) PROJECT W24-02 NAPA INTERTIE PUMP STATION (RUTHERFORD) REPLACEMENT.

RECITALS

A. The City of St. Helena recognizes the Rutherford Pump Station as a critical component of its water distribution system and connection to the Napa Intertie; and

B. The existing pump station is currently housed within a temporary shipping container and lacks the long-term functionality, reliability, and structural integrity necessary for ongoing operation; and

C. The city has determined that sufficient funding for the proposed design services is available in the adopted FY2024-25 Capital Improvement Plan budget under CIP Project W24-02; and

D. The project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301, Existing Facilities.

RESOLUTION

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

1. The City Manager is authorized to execute a Professional Services Agreement with Oscar Larson & Associates for design services related to the Napa Intertie Pump Station (Rutherford) Replacement in an amount not-to-exceed $123,800; and

2. This project is determined to be exempt from CEQA under Section 15301 (Existing Facilities) of the CEQA Guidelines.

3. The funding for this Agreement shall be provided from the FY2024-25 CIP Budget under Project W24-02 as follows:

Description	Fund	GL Account	Amount
CIP Project W24-02	763 – Water Capital Improvement - Bond	763-50-30-31-10	$123,800

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Design of Rutherford Pump Station

This Agreement is made and entered into as of June 24, 2025 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Oscar Larson & Associates Consulting Engineers, a Inc. with its principal place of business at 317 Third Street Suite 5 Eureka, CA 95501 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Design of the City of St. Helena Rutherford Pump Station (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $123,800. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

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

4. Maintenance of Records.

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

5. Term of Contract

The term of this Agreement shall be from June 24, 2025 to June 24, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care; Performance of Employees

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

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

9. Assignment and Subcontracting

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

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

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of

any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

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

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

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

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

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

and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City’s choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including

wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

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

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole

responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

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

15. Verification of Employment Eligibility.

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

16. INTENTIONALLY DELETED

17. Laws and Venue.

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

18. Termination or Abandonment

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

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

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

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

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

20. Organization

Consultant shall assign Kenneth G. Davlin, P.E. as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

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

22. Notice

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

CITY:	CONSULTANT:
City of St. Helena	Oscar Larson & Associates Consulting Engineers, Inc.
1088 College Avenue	317 Third St. Suite 5
St. Helena, CA 94574	Eureka, CA 95501
Attn: Joseph Leach, Assistant City Manager	

and shall be effective upon receipt thereof.

23. Third Party Rights

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

24. Equal Opportunity Employment.

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

25. Entire Agreement

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

26. Severability

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

27. Successors and Assigns

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

28. Non-Waiver

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

29. Time of Essence

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

30. City's Right to Employ Other Consultants

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

31. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF ST. HELENA AND OSCAR LARSON & ASSOCIATES CONSULTING ENGINEERS, INC.

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

CITY OF ST. HELENA

By: _____
Anil Comelo
City Manager

Oscar Larson & Associates Consulting Engineers, Inc.

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

EXHIBIT A

Scope of Services

Oscar Larson & Associates
Consulting Engineers, Inc.
317 Third Street • Suite 5 • Eureka • CA 95501

phone: 707-445-2043 • phone: 800-660-2043
e-mail: larson@olarson.com
website: www.olarson.com

May 29, 2025

JN:2025.4.004

Joseph Leach, PE
Director of Public Works/City Engineer
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Subject: Design of the Rutherford Pump Station

Dear Mr. Leach:

Attached is our set of tasks to perform the civil, structural and electrical design of a permanent CMU pump station to replace the current pumping system within the current shipping container.

Upon City approval, we are ready to move ahead to submit the plans, specifications and construction cost estimates for the City project.

Thank you for asking us to help you complete this project.

Sincerely,

OSCAR LARSON & ASSOCIATES CONSULTING ENGINEERS, INC.

Kenneth G. Davlin, PE
Project Manager

Attachments:
1. Task Order 1 – Task Description
2. Proposed Budget

Oscar Larson & Associates TASK ORDER FORM		JN: 2025.4.004 Task Order #: 1
Project Name:	Design of the Rutherford Pump Station	
Client:	City of St. Helena Department of Public Works	
Task Requested By:	City Engineer	
Date of Request:	March 30, 2025	
Estimated Completion:	Approximately 5 Months	

Target Estimate:		
☐ $200 - $1,000	☐ $5,000 - $10,000	Estimate Requested:
☐ $1,000 - $5,000	☒ $123,800	☐
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 to be provided are ☐ are not ☒ subject to the payment of prevailing wages.		

Task Description:

1. The City has recognized Rutherford Pump Station (RPS) as a facility that needs to be modified and upgraded to be integral with other parts of the water supply system. City had previously authorized Consultant to design the plans, specifications and construction cost estimates (PSEs), and for various reasons the work on this project was delayed. City now requests Consultant to complete the PSEs and submit them to city for acceptance and for the City to perform the bidding, contractor selection, and construction award of the revised project.

2. The work to be performed by Consultant is:
   - 2.1. Perform site visit by the Civil Project Engineer and the Electrical Engineer.
   - 2.2. Evaluate adjacent easements, rights of way, and titles and identify any rights of way constraints. Resolution of any found conflicts between the pump station building and the easement needs and rights of City will be additional work.
   - 2.3. Perform flow calculations to design the piping and hydraulic parts of the project.
   - 2.4. Analyze and design the required electrical capacity, components, sizing, and elements of a newly designed single backup generator unit and the electrical conduits, lighting, control systems, and other electrical elements of the back-up generator system. Prepare electrical design for the site and the building.
   - 2.5. Calculate the sizing of the hydraulic system and its components using design flow to be provided to Consultant by City.
   - 2.6. Design parking area to support two vehicles adjacent to the pump station for maintenance and operations personnel.
   - 2.7. Perform the design of the site to remove or relocate any conflicting trees or shrubs.
   - 2.8. Design and prepare structure design calculations for an approximate 12 ft. x 24 ft. Concrete Masonry Unit (CMU) pump house with a concrete floor to replace the existing pump house shipping container which is to be removed from the site. Evaluate and determine the floor design elevation based upon research and reference to recorded government flood elevation records. Design the upgraded and modified water system piping within and adjacent to the new pump station building...
   - 2.9. Prepare the plans for bidding and construction. Submit 90% and 100% complete plans to City for its review and approval. Incorporate City comments in the next and final submittal.
   - 2.10. Prepare technical specifications. Submit 90% and 100% specifications to City for its review and approval. Incorporate City comments in the next and final submittal
   - 2.11. Prepare construction cost estimates. Submit 90% and 100% construction cost estimates to City for its review and approval. Incorporate City comments in the next and final submittal.
   - 2.12. Assist City in its management of the bidding and award process, prepare responses to RFI's. Review the bids and prepare recommendations.
   - 2.13. Performance of construction management, construction inspections, and preparation of as-built drawings are additional work and additional cost.

Oscar Larson & Associates **TASK ORDER FORM**		JN: 2025.4.004 Task Order #: 1
Project Name:	Design of the Rutherford Pump Station	
Client:	City of St. Helena Department of Public Works	
Task Requested By:	City Engineer	
Date of Request:	March 30, 2025	
Estimated Completion:	Approximately 5 Months	

3. Site land surveys and geology reports were previously performed and are not proposed to be updated. If updates are required, the work will be additional time and cost.

4. The budget for the work of this Task Order is $123,800.

Justification: Requested by Client.

Client's Authorization Signature:	*Title:*	*Date:*

Oscar Larson & Associates Use Only	
Job #: 2025.4.004 **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	

City of St. Helena

Rutherford Pump Station Prepare Plans, Specs and Construction Cost Estimates

5/29/2025

Estimated Man-hours and Proposed Budget

	Task	Principal In Charge	Project Manager	Project Engineer	Design Engineer	Clerical	Travel Time	Total Labor	Expenses	Subconsultant	Total
		Hours	Hours	Hours	Hours	Hours	Hours	$	15%	$	$
		$200	$180	$150	$110	$90	$75		$		
	Project Management - 5 months	8.0	16.0			10.0		$ 5,380	$ 807	$ -	$ 6,187
1	**Project Kick Off & Meetings**										
	Kick Off Meeting	-	1.0	4.0	-	1.0	8.0	$ 1,470	$ 371	$ 589	$ 2,430
	Site Inspection	-	1.0	4.0	-	1.0	4.0	$ 1,170	$ 176	$ 414	$ 1,760
	Site inspection Report		1.0	8.0	2.0	2.0		$ 1,780	$ 267	$ 828	$ 2,875
	Landowner Contacts	-	1.0	4.0	8.0	8.0		$ 2,380	$ 357	$ -	$ 2,737
	PG&E Coordination	-	1.0	2.0	2.0			$ 700	$ 105	$ 414	$ 1,219
2	**Property Survey (Previousl Prepared)**			2.0				$ 300	$ 45	$ -	$ 345
3	**Prepare Plans**										
	Civil - 8 Sheets		16.0	96.0	8.0			$ 18,160	$ 2,724	$ 420	$ 21,304
	Electrical design and calcs - 5 Sheets	-	1.0	16.0	8.0			$ 3,460	$ 519	$ 16,560	$ 20,539
	Structural Design and Calcs		1.0	16.0	8.0			$ 3,460	$ 519	$ -	$ 3,979
	Total Package		1.0	4.0	16.0			$ 2,540	$ 381	$ 207	$ 3,128
	90% Submittal to City	-	1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 414	$ 2,737
	100% submittal		1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 414	$ 2,737
4	**Prepare Specs**										
	Civil		12.0	48.0	12.0	12.0		$ 11,760	$ 1,764	$ 420	$ 13,944
	Electrical		1.0	8.0	16.0	8.0		$ 3,860	$ 579	$ 420	$ 4,859
	Total Package		1.0	8.0	16.0	30.0		$ 5,840	$ 876	$ 207	$ 6,923
	90% Submittal to City	-	1.0	8.0	8.0	4.0		$ 2,620	$ 393	$ 414	$ 3,427
	100% submittal		1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 414	$ 2,737
5	**Prepare Cost Estimate**										
	Civil		1.0	16.0	4.0			$ 3,020	$ 453	$ 420	$ 3,893
	Electrical		1.0	4.0	1.0			$ 890	$ 134	$ 420	$ 1,443
	total Package		1.0	8.0	4.0			$ 1,820	$ 273	$ 207	$ 2,300
	90% Submittal to City	-	1.0	4.0	1.0	4.0		$ 1,250	$ 188	$ 1,656	$ 3,094
	100% submittal		1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 1,656	$ 3,979
6	**Respond to RFI's & Other Bidding Services**		4.0	12.0	2.0	4.0		$ 3,100	$ 465	$ 1,656	$ 5,221
	Total	8.0	67.0	288.0	148.0	100.0	12.0	$83,040	$12,606	$28,149	$123,795
	Budget Estimate - Rounded Up										$ 123,800

Oscar Larson & Associates

Engineering - Planning - Construction Management

Napa Intertie Pump Station (Rutherford) Replacement

Project No: W24-02

Category Water

Project Location: Rutherford Pump Station, 1851 St Helena Hwy.

Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 763-5030-

STATUS: Coordinating with Design Engineer for updated proposal

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
The Napa Intertie Pump Station (Rutherford) Replacement Project involves the construction of a permanent pump station to replace the existing temporary structure located at 1851 St. Helena Hwy. This facility is a critical water supply asset that supports regional water conveyance between the City of Napa and St. Helena.

PROJECT NOTES: •FY24 - Project includes design and construction of a permanent pump station to support long-term operations. Total estimated project cost: $13.1M.
-Awarded 1.5M in DWR grant funding through advocacy by Senator Bill Dodd.
•FY25 - Budget updated to reflect escalated construction values and projected Water Bond Funding.
-Reinstituted 50% PG&E cost share for design elements.
-Plan to execute updated PSA in FY25 Q2.
-PSA with Oscar Larson presented to City Council on June 24,2024.
•FY26 - Authorization of full design anticipated in FY25 Q4.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design		2,522,780						2,522,780
3150 - Construction Management						637,220		637,220
3160 - Construction Contract						9,000,000		9,000,000
3170 - Contingency						960,000		960,000
EXPENDITURE TOTALS		2,522,780				10,597,220		13,120,000
FUNDING SOURCES								
763-Water Capital Improvement - Bond		1,022,780				1,287,571		2,310,351
763-Water Capital Improvement - Grant/Interagency Fund		1,500,000						1,500,000
999-Unidentified						9,309,649		9,309,649
FUNDING TOTALS		2,522,780				10,597,220		13,120,000

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH OSCAR LARSON & ASSOCIATES FOR DESIGN SERVICES FOR AN AMOUNT NOT-TO-EXCEED $123,800 FOR CAPITAL IMPROVEMENT (CIP) PROJECT W24-02 NAPA INTERTIE PUMP STATION (RUTHERFORD) REPLACEMENT.

RECITALS

A. The City of St. Helena recognizes the Rutherford Pump Station as a critical component of its water distribution system and connection to the Napa Intertie; and

B. The existing pump station is currently housed within a temporary shipping container and lacks the long-term functionality, reliability, and structural integrity necessary for ongoing operation; and

C. The city has determined that sufficient funding for the proposed design services is available in the adopted FY2024-25 Capital Improvement Plan budget under CIP Project W24-02; and

D. The project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301, Existing Facilities.

RESOLUTION

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

1. The City Manager is authorized to execute a Professional Services Agreement with Oscar Larson & Associates for design services related to the Napa Intertie Pump Station (Rutherford) Replacement in an amount not-to-exceed $123,800; and

2. This project is determined to be exempt from CEQA under Section 15301 (Existing Facilities) of the CEQA Guidelines.

3. The funding for this Agreement shall be provided from the FY2024-25 CIP Budget under Project W24-02 as follows:

Description	Fund	GL Account	Amount
CIP Project W24-02	763 – Water Capital Improvement - Bond	763-50-30-31-10	$123,800

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Design of Rutherford Pump Station

This Agreement is made and entered into as of June 24, 2025 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Oscar Larson & Associates Consulting Engineers, a Inc. with its principal place of business at 317 Third Street Suite 5 Eureka, CA 95501 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

Design of the City of St. Helena Rutherford Pump Station (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $123,800. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

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

4. Maintenance of Records.

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

5. Term of Contract

The term of this Agreement shall be from June 24, 2025 to June 24, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care; Performance of Employees

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

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

9. Assignment and Subcontracting

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

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

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of

any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

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

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

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

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

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

and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

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

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

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

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City’s choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including

wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

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

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole

responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

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

15. Verification of Employment Eligibility.

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

16. INTENTIONALLY DELETED

17. Laws and Venue.

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

18. Termination or Abandonment

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

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

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

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

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

20. Organization

Consultant shall assign Kenneth G. Davlin, P.E. as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

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

22. Notice

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

CITY:	CONSULTANT:
City of St. Helena	Oscar Larson & Associates Consulting Engineers, Inc.
1088 College Avenue	317 Third St. Suite 5
St. Helena, CA 94574	Eureka, CA 95501
Attn: Joseph Leach, Assistant City Manager	

and shall be effective upon receipt thereof.

23. Third Party Rights

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

24. Equal Opportunity Employment.

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

25. Entire Agreement

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

26. Severability

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

27. Successors and Assigns

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

28. Non-Waiver

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

29. Time of Essence

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

30. City's Right to Employ Other Consultants

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

31. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF ST. HELENA AND OSCAR LARSON & ASSOCIATES CONSULTING ENGINEERS, INC.

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

CITY OF ST. HELENA

By: _____
Anil Comelo
City Manager

Oscar Larson & Associates Consulting Engineers, Inc.

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

EXHIBIT A

Scope of Services

Oscar Larson & Associates
Consulting Engineers, Inc.
317 Third Street • Suite 5 • Eureka • CA 95501

phone: 707-445-2043 • phone: 800-660-2043
e-mail: larson@olarson.com
website: www.olarson.com

May 29, 2025

JN:2025.4.004

Joseph Leach, PE
Director of Public Works/City Engineer
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Subject: Design of the Rutherford Pump Station

Dear Mr. Leach:

Attached is our set of tasks to perform the civil, structural and electrical design of a permanent CMU pump station to replace the current pumping system within the current shipping container.

Upon City approval, we are ready to move ahead to submit the plans, specifications and construction cost estimates for the City project.

Thank you for asking us to help you complete this project.

Sincerely,

OSCAR LARSON & ASSOCIATES CONSULTING ENGINEERS, INC.

Kenneth G. Davlin, PE
Project Manager

Attachments:
1. Task Order 1 – Task Description
2. Proposed Budget

Oscar Larson & Associates TASK ORDER FORM		JN: 2025.4.004 Task Order #: 1
Project Name:	Design of the Rutherford Pump Station	
Client:	City of St. Helena Department of Public Works	
Task Requested By:	City Engineer	
Date of Request:	March 30, 2025	
Estimated Completion:	Approximately 5 Months	

Target Estimate:		
☐ $200 - $1,000	☐ $5,000 - $10,000	Estimate Requested:
☐ $1,000 - $5,000	☒ $123,800	☐
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 to be provided are ☐ are not ☒ subject to the payment of prevailing wages.		

Task Description:

1. The City has recognized Rutherford Pump Station (RPS) as a facility that needs to be modified and upgraded to be integral with other parts of the water supply system. City had previously authorized Consultant to design the plans, specifications and construction cost estimates (PSEs), and for various reasons the work on this project was delayed. City now requests Consultant to complete the PSEs and submit them to city for acceptance and for the City to perform the bidding, contractor selection, and construction award of the revised project.

2. The work to be performed by Consultant is:
   - 2.1. Perform site visit by the Civil Project Engineer and the Electrical Engineer.
   - 2.2. Evaluate adjacent easements, rights of way, and titles and identify any rights of way constraints. Resolution of any found conflicts between the pump station building and the easement needs and rights of City will be additional work.
   - 2.3. Perform flow calculations to design the piping and hydraulic parts of the project.
   - 2.4. Analyze and design the required electrical capacity, components, sizing, and elements of a newly designed single backup generator unit and the electrical conduits, lighting, control systems, and other electrical elements of the back-up generator system. Prepare electrical design for the site and the building.
   - 2.5. Calculate the sizing of the hydraulic system and its components using design flow to be provided to Consultant by City.
   - 2.6. Design parking area to support two vehicles adjacent to the pump station for maintenance and operations personnel.
   - 2.7. Perform the design of the site to remove or relocate any conflicting trees or shrubs.
   - 2.8. Design and prepare structure design calculations for an approximate 12 ft. x 24 ft. Concrete Masonry Unit (CMU) pump house with a concrete floor to replace the existing pump house shipping container which is to be removed from the site. Evaluate and determine the floor design elevation based upon research and reference to recorded government flood elevation records. Design the upgraded and modified water system piping within and adjacent to the new pump station building...
   - 2.9. Prepare the plans for bidding and construction. Submit 90% and 100% complete plans to City for its review and approval. Incorporate City comments in the next and final submittal.
   - 2.10. Prepare technical specifications. Submit 90% and 100% specifications to City for its review and approval. Incorporate City comments in the next and final submittal
   - 2.11. Prepare construction cost estimates. Submit 90% and 100% construction cost estimates to City for its review and approval. Incorporate City comments in the next and final submittal.
   - 2.12. Assist City in its management of the bidding and award process, prepare responses to RFI's. Review the bids and prepare recommendations.
   - 2.13. Performance of construction management, construction inspections, and preparation of as-built drawings are additional work and additional cost.

Oscar Larson & Associates **TASK ORDER FORM**		JN: 2025.4.004 Task Order #: 1
Project Name:	Design of the Rutherford Pump Station	
Client:	City of St. Helena Department of Public Works	
Task Requested By:	City Engineer	
Date of Request:	March 30, 2025	
Estimated Completion:	Approximately 5 Months	

3. Site land surveys and geology reports were previously performed and are not proposed to be updated. If updates are required, the work will be additional time and cost.

4. The budget for the work of this Task Order is $123,800.

Justification: Requested by Client.

Client's Authorization Signature:	*Title:*	*Date:*

Oscar Larson & Associates Use Only	
Job #: 2025.4.004 **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	

City of St. Helena

Rutherford Pump Station Prepare Plans, Specs and Construction Cost Estimates

5/29/2025

Estimated Man-hours and Proposed Budget

	Task	Principal In Charge	Project Manager	Project Engineer	Design Engineer	Clerical	Travel Time	Total Labor	Expenses	Subconsultant	Total
		Hours	Hours	Hours	Hours	Hours	Hours	$	15%	$	$
		$200	$180	$150	$110	$90	$75		$		
	Project Management - 5 months	8.0	16.0			10.0		$ 5,380	$ 807	$ -	$ 6,187
1	**Project Kick Off & Meetings**										
	Kick Off Meeting	-	1.0	4.0	-	1.0	8.0	$ 1,470	$ 371	$ 589	$ 2,430
	Site Inspection	-	1.0	4.0	-	1.0	4.0	$ 1,170	$ 176	$ 414	$ 1,760
	Site inspection Report		1.0	8.0	2.0	2.0		$ 1,780	$ 267	$ 828	$ 2,875
	Landowner Contacts	-	1.0	4.0	8.0	8.0		$ 2,380	$ 357	$ -	$ 2,737
	PG&E Coordination	-	1.0	2.0	2.0			$ 700	$ 105	$ 414	$ 1,219
2	**Property Survey (Previousl Prepared)**			2.0				$ 300	$ 45	$ -	$ 345
3	**Prepare Plans**										
	Civil - 8 Sheets		16.0	96.0	8.0			$ 18,160	$ 2,724	$ 420	$ 21,304
	Electrical design and calcs - 5 Sheets	-	1.0	16.0	8.0			$ 3,460	$ 519	$ 16,560	$ 20,539
	Structural Design and Calcs		1.0	16.0	8.0			$ 3,460	$ 519	$ -	$ 3,979
	Total Package		1.0	4.0	16.0			$ 2,540	$ 381	$ 207	$ 3,128
	90% Submittal to City	-	1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 414	$ 2,737
	100% submittal		1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 414	$ 2,737
4	**Prepare Specs**										
	Civil		12.0	48.0	12.0	12.0		$ 11,760	$ 1,764	$ 420	$ 13,944
	Electrical		1.0	8.0	16.0	8.0		$ 3,860	$ 579	$ 420	$ 4,859
	Total Package		1.0	8.0	16.0	30.0		$ 5,840	$ 876	$ 207	$ 6,923
	90% Submittal to City	-	1.0	8.0	8.0	4.0		$ 2,620	$ 393	$ 414	$ 3,427
	100% submittal		1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 414	$ 2,737
5	**Prepare Cost Estimate**										
	Civil		1.0	16.0	4.0			$ 3,020	$ 453	$ 420	$ 3,893
	Electrical		1.0	4.0	1.0			$ 890	$ 134	$ 420	$ 1,443
	total Package		1.0	8.0	4.0			$ 1,820	$ 273	$ 207	$ 2,300
	90% Submittal to City	-	1.0	4.0	1.0	4.0		$ 1,250	$ 188	$ 1,656	$ 3,094
	100% submittal		1.0	4.0	8.0	4.0		$ 2,020	$ 303	$ 1,656	$ 3,979
6	**Respond to RFI's & Other Bidding Services**		4.0	12.0	2.0	4.0		$ 3,100	$ 465	$ 1,656	$ 5,221
	Total	8.0	67.0	288.0	148.0	100.0	12.0	$83,040	$12,606	$28,149	$123,795
	Budget Estimate - Rounded Up										$ 123,800

Oscar Larson & Associates

Engineering - Planning - Construction Management

Napa Intertie Pump Station (Rutherford) Replacement

Project No: W24-02

Category Water

Project Location: Rutherford Pump Station, 1851 St Helena Hwy.

Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 763-5030-

STATUS: Coordinating with Design Engineer for updated proposal

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
The Napa Intertie Pump Station (Rutherford) Replacement Project involves the construction of a permanent pump station to replace the existing temporary structure located at 1851 St. Helena Hwy. This facility is a critical water supply asset that supports regional water conveyance between the City of Napa and St. Helena.

PROJECT NOTES: •FY24 - Project includes design and construction of a permanent pump station to support long-term operations. Total estimated project cost: $13.1M.
-Awarded 1.5M in DWR grant funding through advocacy by Senator Bill Dodd.
•FY25 - Budget updated to reflect escalated construction values and projected Water Bond Funding.
-Reinstituted 50% PG&E cost share for design elements.
-Plan to execute updated PSA in FY25 Q2.
-PSA with Oscar Larson presented to City Council on June 24,2024.
•FY26 - Authorization of full design anticipated in FY25 Q4.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design		2,522,780						2,522,780
3150 - Construction Management						637,220		637,220
3160 - Construction Contract						9,000,000		9,000,000
3170 - Contingency						960,000		960,000
EXPENDITURE TOTALS		2,522,780				10,597,220		13,120,000
FUNDING SOURCES								
763-Water Capital Improvement - Bond		1,022,780				1,287,571		2,310,351
763-Water Capital Improvement - Grant/Interagency Fund		1,500,000						1,500,000
999-Unidentified						9,309,649		9,309,649
FUNDING TOTALS		2,522,780				10,597,220		13,120,000

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Planning

DATE:	June 24, 2025
FROM:	Martin Beltran, Finance Manager, Maya DeRosa, Community Development Director
SUBJECT:	Approval of a Resolution adopting new Planning Fees in response to new planning application types.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution adopting the new planning application fees, which will take effect on September 1, 2025.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To adopt new Planning Fees to be added to Master Fee Schedule.
FINANCIAL IMPACT:	Adopting the Planning User Fee Study report does not have a direct financial impact. Implementing the new planning fees will have minimal fiscal impact, as the proposed change primarily affects the methodology used to assess and collect these fees.

BACKGROUND:

In October 2023, the City Council adopted a comprehensive update to the zoning code. As part of that update, a number of new planning approval types were added in order to provide administrative permit approvals to streamline review processes, such as the Minor Use Permit application. Additionally, the Historic Preservation (HP) Overlay zone was expanded and a preservation ordinance adopted which included adding new properties to the HP Overlay as well as a process to remove properties from the HP Overlay (de-list).

Since the adoption of the zoning code, the City has only been able to charge a deposit for these applications that are currently not included on the Master Fee Schedule. Now that the City is near going "live" with the new paperless online permit software, it is important that each online application have a set fee so customers can easily select an application and pay online without the need to have a lump sum collected and time tracking by employees. The adoption of the proposed resolution addresses this need.

DISCUSSION:

The Resolution would adopt new planning application fees for certain planning applications and review processes incorporated into the Zoning Code for which specific application fees have not been established. The permits/approvals for which fees will be established include the following: Certificate of the Extent of Legal Non-Conforming

Use; Density Bonus; Historic Demolition Permit; Historic Overlay—New; Historic Overlay—De-list; Preliminary Housing Development; Minor Use Permit; Minor Modifications; Sidewalk Dining Permit; Pre-Zoning for Annexation; Reestablishment of an Abandoned Non-Conforming Use; Urban Lot Split; and Zoning Compliance Request.

The fees established by this Resolution are reasonably related to the fee associated with city staff time to process planning applications in the City of St. Helena. Government Code sections 66000 et seq. empower the City to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development projects, and the proposed fees (***see attached Planning User Fee Study, page 10***) and is based upon the information contained in the fee estimate report prepared by a third-party consultant.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability

DOCUMENTS ATTACHMENTS:

Resolution - Planning User Fee Study
St Helena Planning Fee Report v2

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ADOPTING NEW PLANNING APPLICATION FEES FOR CERTAIN PLANNING APPLICATIONS AND REVIEW PROCESSES INCORPORATED INTO THE ZONING CODE FOR WHICH SPECIFIC APPLICATION FEES HAVE NOT BEEN ESTABLISHED.

RECITALS

A. On October 24 2023, the City Council adopted a comprehensive update to the zoning code. As part of that update, a number of new planning approval types were added in order to provide administrative permit approvals to streamline review processes; and

B. The City seeks to adopt new planning application fees for certain planning applications and review processes incorporated into the Zoning Code for which specific application fees have not been established; and

C. The permits/approvals for which fees will be established include the following: Certificate of the Extent of Legal Non-Conforming Use; Density Bonus; Historic Demolition Permit; Historic Overlay—New; Historic Overlay—De-list; Preliminary Housing Development; Minor Use Permit; Minor Modifications; Sidewalk Dining Permit; Pre-Zoning for Annexation; Reestablishment of an Abandoned Non-Conforming Use; Urban Lot Split; Zoning Compliance Request; and

D. The fees established by this Resolution is reasonably related to the fee associated with city staff time to process planning applications in the City of St. Helena; and

E. Government Code sections 66000 et seq. empower the City to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development projects, and the proposed fees and is based upon the information contained in the fee estimate report prepared by a third party consultant; and

F. A public notice was published on June 12, 2025, in the Napa Valley Register. The proposed fee schedule, data indicating the amount of cost, or estimated cost,

required to provide the service for which the fee or service charges are levied was made available for public review; and

G. Pursuant to California Government Code Section 6062, a general explanation of the hereinafter contained schedule of fees and charges has been published as required; and

H. All requirements of California Government Code Section 66016 are hereby found to have been complied with.

RESOLUTION

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

1. The City Council hereby approves “Planning User Fee Study Report” by Willdan Financial Services, attached hereto as Exhibit A.
2. Approves the establishment of new planning application fees for Certificate of the Extent of Legal Non-Conforming Use; Density Bonus; Historic Demolition Permit; Historic Overlay—New; Historic Overlay—De-list; Preliminary Housing Development; Minor Use Permit; Minor Modifications; Sidewalk Dining Permit; Pre-Zoning for Annexation; Reestablishment of an Abandoned Non-Conforming Use; Urban Lot Split; Zoning Compliance Request.
3. All fees listed in Planning User Fee Study will take effect on September 1, 2025.

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Erika Opp, Acting City Clerk

CITY OF ST HELENA

Planning User Fee Study

June 17, 2025

WILLDAN

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Study Objective

As the City of St Helena seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principle goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of user fees charged by the Planning Department. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the "reasonable cost" of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City's fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for property-related (non-discretionary) fees is the "estimated, reasonable cost" principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

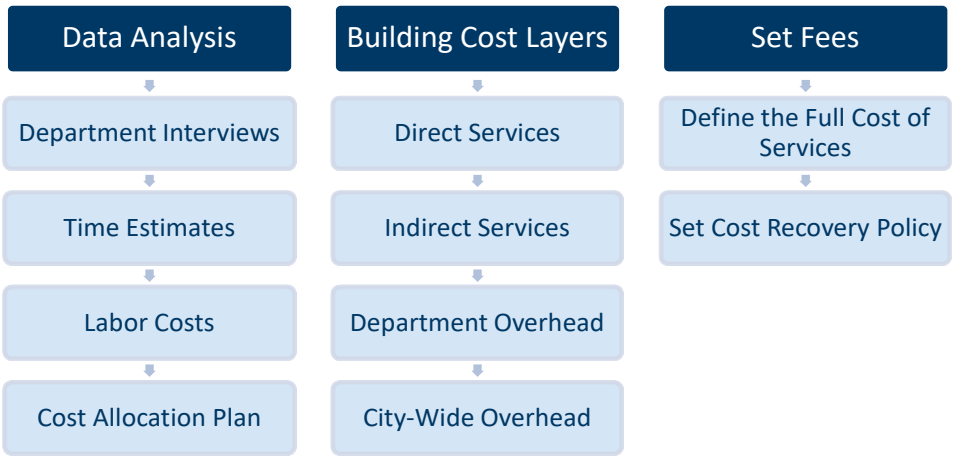
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Internal Service Costs charged to each department
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

These combined amounts reflect the actual cost associated with an hour of each worker's time. The factors determined in the course of this study are shown in ***Appendix A.***

The FBHRs calculated in this study are listed in ***Appendix B.***

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to account for calculated or anticipated hours' employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, holidays, and other considerations as necessary. Dividing the full cost by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.



Methodology

The method of analysis for calculating fees used in this report is the case study method (standard unit cost build-up approach). This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Reasons for cost increases/decreases over current fees

Within the fee tables in ***Appendix C***, the differences are identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Position staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Changes in processes and procedures within a department, or the City as a whole
- Changes in the demand for services in a City may have also changed the staffing or cost structure of departments over time

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

St Helena User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in ***Appendix C***. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were predominately determined by Willdan and City Staff through a time and materials survey conducted for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principle goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of St Helena, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

If the City's principal goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other City and departmental goals, City Council priorities, policy

initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and City Council decisions. In this case, the proper identification of additional fees related to new planning applications was the primary objective of this study. City staff has reviewed the full costs and identified the "recommended fee levels" for consideration by City Council. The attached ***Appendix C*** detail these unit fees individually.

The analysis of Planning Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. Many fees also contain a deposit aspect to allow for more precise accounting of costs on a project by project basis. This fee format allows for the establishment of flat fee deposit amounts to be collected and invoiced against to recover the actual cost involved with providing services. Deposits are set at reasonable levels based on staff experience and estimation. Staff has provided suggested fee levels to achieve close to full cost recovery as detailed in ***Appendix C***. As a result, there would be:

- 12 new fees will be added, and;
- 2 fees would remain as currently set.

Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a percentage of the total cost is realized as staff doesn't just work on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, passthrough contract costs, and any other costs that is charged directly to the service requestor.

City of St Helena- User Fee

Overhead Rate Calculations

Department	Salaries & Benefits	Maintenance & Operations	Direct Overhead %	Indirect Allocation %
42: City Manager	1,398,142	351,854	25%	0%
43: Finance	751,003	378,329	50%	0%
45: Planning/Building	997,118	501,558	50%	38%
46: Library	773,363	229,500	30%	42%
47: Parks & Recreation	630,463	478,636	76%	62%
48: Fire	2,182,784	338,554	16%	37%
49: Police	3,905,343	190,529	5%	31%
50: Public Works	1,653,718	1,374,081	83%	40%

Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates of staff positions that provide for the services detailed in ***Appendix C.*** The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position. For any user fee service request that is outside the scope of the fees detailed in ***Appendix C***, or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

City of St Helena- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
	Planning Rate	$266.52
43: Finance	Finance - Accounting Technician I	$108.45
48: Fire	Fire - Fire Inspector	$160.02
45: Planning/Building	Plng/Bldg - Associate Planner	$211.63
45: Planning/Building	Plng/Bldg - Chief Building Official	$324.77
45: Planning/Building	Plng/Bldg - Community Development Director	$439.69
45: Planning/Building	Plng/Bldg - Permit Technician I	$149.52
45: Planning/Building	Plng/Bldg - Permit Technician III	$180.91
45: Planning/Building	Plng/Bldg - Senior Planner	$292.59
49: Police	Police - Police Chief	$304.66
50: Public Works	PW - Engineering Technician	$208.10

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees in which the full cost, existing fee and suggested fee is listed as "NA", the amount or percentage was not calculable based on cost data or variable fee structure. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one to one basis, a full cost was not calculated (for penalties and fines), or when there is not a current fee amount to compare against.

PLANNING

#	Description	Current Fee/Charge	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Art Mural Permit	No fee required		NA	NA	No fee required	$0
2	Certificate of the Extent of Legal Non-Conforming Use	New	Deposit	$12,101.04	0%	$12,101.00	NA
3	Density Bonus	New	Deposit	$14,222.70	0%	$14,222.00	NA
4	Historic Demolition Permit	New	Deposit	$12,903.89	0%	$12,903.00	NA
5	Historic Overlay- New	New	Deposit	$15,915.75	37%	$10,000.00	NA
6	Historic Overlay- De-list	New	Deposit	$15,915.75	37%	$10,000.00	NA
7	Preliminary Housing Development	No fee required		NA	NA	No fee required	$0
8	Minor Use Permit	New		$3,795.29	0%	$3,795.00	NA
9	Minor Modifications	New	Deposit	$5,064.40	0%	$5,064.00	NA
10	Sidewalk Dining Permit	New		$946.99	0%	$946.00	NA
11	Pre-Zoning for Annexation	New	Deposit	$19,308.31	0%	$19,308.00	NA
12	Reestablishment of an Abandoned Non-Conforming Use	New	Deposit	$6,425.16	0%	$6,425.00	NA
13	Urban Lot Split	New		$12,020.50	0%	$12,020.00	NA
14	Zoning Compliance Request	New		$1,308.80	0%	$1,308.00	NA

WILLDAN

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www.willdan.com

New Planning Fees for Adoption

June 24, 2025

Background

- New zoning code created new processes (many for permit streamlining) requiring creation of new applications and fees
- City contracted with Willdan to help the City determine the suggested fees based on staff time and hourly rates
- City is looking to automate the payment process with online submittals going live this summer and desires to have the planning fees formally adopted

Planning User Fee Worksheet with Suggested Fees and Amendments

PLANNING

#	Description	Current Fee/Charge	Notes	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	Art Mural Permit	No fee required		NA	NA	No fee required	$0
2	Certificate of the Extent of Legal Non-Conforming Use	New	Deposit	$12,101.04	0%	$12,101.00	NA
3	Density Bonus	New	Deposit	$14,222.70	0%	$14,222.00	NA
4	Historic Demolition Permit	New	Deposit	$12,903.89	0%	$12,903.00	NA
5	Historic Overlay- New	New	Deposit	$15,915.75	37%	$10,000.00	NA
6	Historic Overlay- De-list	New	Deposit	$15,915.75	37%	$10,000.00	NA
7	Preliminary Housing Development	No fee required		NA	NA	No fee required	$0
8	Minor Use Permit	New		$3,795.29	0%	$3,795.00	NA
9	Minor Modifications	New	Deposit	$5,064.40	0%	$5,064.00	NA
10	Sidewalk Dining Permit	New		$946.99	84%	$150.00	NA
11	Pre-Zoning for Annexation	New	Deposit	$19,308.31	0%	$19,308.00	NA
12	Reestablishment of an Abandoned Non-Conforming Use	New	Deposit	$6,425.16	0%	$6,425.00	NA
13	Urban Lot Split	New		$12,020.50	81%	$2250.00	NA
14	Zoning Compliance Request	New		$1,308.80	89%	$150.00	NA

Recommended Action

Approval of resolution adopting the new planning application fees with the amended fees noted in the staff presentation which will take effect on September 1, 2025.

Questions?

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Finance

DATE:	June 24, 2025
FROM:	Martin Beltran, Finance Manager
SUBJECT:	Introduction and Waive of First Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills
RECOMMENDED ACTION:	Adoption by title only and waive the first reading of the proposed Ordinance amending Sections 13.04.100 and 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code regarding procedures for delinquent water bills and provisions for the disconnection of water service, and procedures for handling delinquent sewer accounts.
PREVIOUS COUNCIL ACTION:	5/13/2025 - City Council conducted and approved the first reading of the proposed Ordinance regarding changes to utility billing cycle for water service and sewer service from bi-monthly to monthly billing, revise the bill due date provisions, and eliminate references to delinquency penalties. 5/27/2025 - City Council adopted an Ordinance regarding changes to utility billing cycle for water service and sewer service from bi-monthly to monthly billing, revise the bill due date provisions, and eliminate references to delinquency penalties.
STATEMENT OF THE PURPOSE:	To update delinquency penalties.
FINANCIAL IMPACT:	The estimated annual impact is an approximately $45,000 increase in water revenues and $21,000 in wastewater revenues as a result of implementing penalties assessed on delinquent bills.

BACKGROUND:

On May 27, 2025, the City Council adopted an ordinance that proposed changes to the utility billing cycle for water service and sewer service from bi-monthly to monthly billing, revised the bill due date provisions from 30 days to 21 days, and eliminated references to delinquency penalties from the City's Municipal Code. During deliberation, however, the Council determined that rather than removing the penalties entirely, the preferred

approach would be to extend the timeline for assessing such penalties—from 30 days to 60 days following the statement date.

At that meeting, the Council proceeded with adopting the ordinance as originally presented and directed staff to return with a separate item to reinstate the delinquency penalties with the revised 60-day timeframe. In accordance with that direction, staff is now bringing forward the recommended Ordinance amendment to Title 13 of the City's Municipal Code for Council consideration, which re-establishes the delinquency penalty provisions.

DISCUSSION:
The former version of the City's municipal code stated that utility bills for water and wastewater services were considered delinquent thirty (30) days after the bill date. Enforcement measures for delinquent accounts included:

- A delinquency penalty of ten percent (10%) of the outstanding amount at the time of delinquency.
- An interest charge of one percent (1%) per month, or fraction thereof, on the delinquent balance, calculated from the original delinquency date until paid in full.

The proposed ordinance extends the delinquency threshold from 30 to 60 days following the bill date before these penalties are assessed. Upon failure of any consumer billed or the owner of any premises to pay any water service charge prior to the delinquency, the following action or actions shall be taken by the city to enforce such payment after such bill becomes delinquent:

1. If a payment by a customer has been delinquent for at least sixty (60) days:
    a. Impose a penalty for delinquency of ten percent (10%) of the amount then delinquent;
    b. Assess interest in the amount of one percent per month or fraction thereof on the amount delinquent from the date on which the bill remittance first became delinquent until paid;

This change offers additional time for customers to bring their accounts current while still encouraging timely payments.

The proposed changes aim to:

- Promote timely payment of utility bills;
- Establish consistent and fair consequences for late payment;
- Reduce the financial burden of delinquent accounts on the City's utility funds and ratepayers;
- Allocate interest and penalty revenue to support customer assistance programs, such as the CARES subsidy.

The City will continue to encourage timely payments and offer structured payment plans to help customers stay current on their account.

Senate Bill No. 998 - Discontinuation of residential water service
Senate Bill No. 998 requires all public water systems to have a written policy on water service discontinuation for nonpayment. The City will continue to follow State policies, such as SB 998 (Water Shutoff Protection Act), which emphasizes customer protection. For consistency, staff is proposing to update P-FI-0019 Policy Disconnection of Water Service for Nonpayment (Attachment B) to align with the proposed ordinance amendments.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Attachment A - Ordinance Amending UB Past Due Fees
Attachment B - P-FI-0019 Discontinuation of Water Service for Non-Payment - Redline

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, AMENDING SECTION 13.04.130 OF ARTICLE 1, CHAPTER 13.04, TITLE 13 OF THE ST. HELENA MUNICIPAL CODE AND SECTION 13.20.020 OF CHAPTER 13.20, TITLE 13 OF THE ST. HELENA MUNICIPAL CODE REGARDING PROCEDURES FOR DELINQUENT WATER BILLS AND PROVISIONS FOR THE DISCONNECTION OF WATER SERVICE, AND PROCEDURES FOR HANDLING DELINQUENT SEWER ACCOUNTS.

WHEREAS, Chapter 13.04.130.D (Enforcement—Discontinuance of service upon delinquency) of the SHMC establishes the billing due date, procedures for delinquent water bills, and provisions for the disconnection of water service; and

WHEREAS, SHMC section 13.20.020.C outlines the procedures for handling delinquent sewer accounts; and

WHEREAS, the City desires to amend SHMC section 13.04.130, and 13.20.020 to reinstate a penalty for delinquency of ten percent (10%) of the amount then delinquent if a customer's payment has been delinquent for sixty (60) days or more; and

WHEREAS, the City Council desires to approve the requested amendments to Section 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020, of Chapter 13.20, Title 13 of the St. Helena Municipal Code through approval of this Ordinance.

NOW THEREFORE, the City Council of the City of St. Helena does hereby ordain as follows:

SECTION 1. **Recitals.** The above recitals are incorporated as though set forth in this section.

SECTION 2. Amendment of Section 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code.

Section 13.04.130, subparagraph D of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code are hereby amended to read as follows (new language is underlined, deletions are in strikeout):

13.04.130.D *Failure to Pay Bill*. Bills are due and payable upon presentation and delinquent after twenty-one days. Upon failure of any consumer billed or the owner of any premises to pay any water service charge prior to the delinquency,

the following action or actions shall be taken by the city to enforce such payment after such bill becomes delinquent:

1. If a payment by a customer has been delinquent for at least sixty (60) days:

a. Impose a penalty for delinquency of ten percent (10%) of the amount then delinquent;

b. Assess interest in the amount of one percent per month or fraction thereof on the amount delinquent from the date on which the bill remittance first became delinquent until paid;

c. The city may disconnect the premises from the water system for nonpayment of water bills following proper notice. Water shutoff shall occur consistent with the disconnection of water service for nonpayment policy adopted by a resolution of the city council;

2. Cause an action at law to be brought on behalf of the city against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court;

3. Any person wishing to appeal penalties and interest imposed in this section shall adhere to provisions in accordance with Section 13.04.180, Appeals.

SECTION 3. Amendment of Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code.

Section 13.20.020, subparagraph C of Chapter 13.20, Title 13 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in strikeout):

C. Failure to Pay Bill. Bills are due and payable upon presentation and delinquent after twenty-one (21) days. Upon failure of any consumer billed or the owner of any premises to pay a sewer charge prior to the delinquency, the following action or actions shall be taken by the city to enforce such payment after such bill becomes delinquent for at least sixty (60) days:

1. Impose a penalty for delinquency of ten percent (10%) of the amount then delinquent;

2. Assess interest in the amount of one percent per month or fraction thereof on the amount delinquent from the date on which the bill first became delinquent until paid;

3. At the city's election, cause an action at law to be brought on behalf of the city against the person responsible for payment of such bill to recover the amount of

such bill and the cost of such action, including reasonable attorney fees incurred in an amount fixed by the court.

4. Any person wishing to appeal penalties and interest imposed in this section shall adhere to provisions in accordance with Section 13.04.180, Appeals.

SECTION 4. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CEQA. This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that this ordinance is exempt from review under CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

SECTION 6. Effective Date. This ordinance shall take effect and be enforced on September 1, 2025, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 24th day of June 2025, and was adopted at a regular meeting of the St. Helena City Council on the ____th day of _____, 2025, by the following vote:

Mayor Dohring: _____
Vice Mayor Deasy: _____
Councilmember Barak: _____
Councilmember Spadarotto: _____
Councilmember Summers: _____

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APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

_____
Erika Opp, Acting City Clerk

I, ERIKA OPP, ACTING CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the day of , 2025. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the day of , 2025, by the following vote:

Mayor Dohring: _____
Vice Mayor Deasy: _____
Councilmember Barak: _____
Councilmember Spadarotto: _____
Councilmember Summers: _____

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	City of St. Helena Policy Finance	Policy Disconnection of Water Service for Nonpayment Page 1 of 6

Title:		Policy #	P-FI-0019
Disconnection of Water Service for Nonpayment		Revision #	Release
		Implementation Date	Immediate
		Last Update Date	2020-04-28
Approval by City Council	Resolution 2020-39	Date Approved	2020-05-12

I. Purpose, Overview, and Scope of this Policy

The City of St. Helena is committed to ensure sound financial practices, proper controls over revenues and general oversight. The Finance Department is committed to providing best practices in developing efficient revenue management programs. This policy establishes a minimum standard to be upheld and enforced by all City of St. Helena's employees.

The purpose of the Disconnection of Water Service for Nonpayment Policy sets forth guidelines that govern the Senate Bill No. 998 (Water Shutoff Protection Act) for interruption of water service for non-payment of unpaid bills for residential water service. Furthermore, this policy is intended to supersede any other prior policies.

II. Authority

Updates to this policy require City Council approval.

III. Policy

On September 28, 2018, Senate Bill No. 998 (Water Shutoff Protection Act) was passed which imposes new requirements for shutting off residential water service for unpaid bills effective April 2020. This will outline the procedure of enforcement once water/wastewater bills are delinquent after sixty (60) days.

1. Definitions

- **a.** "Residential" means all living or dwelling units (as defined by the Uniform Building Code) of a permanent, rather than transient, nature, including but not limited to single-family residences, apartments, mobile homes, manufactured homes, duplexes, townhouses, apartment buildings and condominiums. A "dwelling unit" shall be defined as any structure containing sleeping, eating, cooking and sanitation facilities.
- **b.** "Customer" means the person responsible for paying each water and/or wastewater service account on the water distribution system, both inside and outside city limits, of the water enterprise owned by the city of St. Helena.
- **c.** "Owner" means the legal property owner of a parcel.
- **d.** **"**Tenant" means the leaseholder of a house, apartment, condominium or similar residential dwelling OR the owner of an individual mobile/manufactured home.

2. **Rules and Regulations Generally**
   a. Bills for water and/or water waste charges will be invoiced by the City on a bi-monthly basis. Invoices will be prepared after the 10th of each month, but no later than the 15th of each month.
   b. All bills are due within ~~thirty~~ twenty-one (~~30~~21) days from the date of billing.
3. **Responsibility for payment of charges**
   a. All water charges shall be billed to the person making application for water service, unless requested by the owner to be billed differently. Where allowed by law, all shall be the responsibility of the owner of the premises upon which the charges fixed are levied and assessed or their successor in interest.

~~4. Enforcement – Penalty & Interest upon delinquency (after 30 days)~~
   ~~a. Bills delinquent after thirty (30) days. Upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City.~~
      ~~i. Impose a penalty for delinquency of ten percent (10%) on the amount delinquent.~~
      ~~ii. Assess interest in the amount of one percent (1%) per month or fraction thereof on the amount delinquent from the date on with the bill remittance first became delinquent until paid.~~

4. **Enforcement – Reminder notice of delinquency (after 45 days)**
   a. Bills delinquent after forty-five (45) days upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action shall be taken by the City.
      i. Customers will receive a reminder notice by mail for the amount delinquent, which will include a Hardship Agreement form to set up a payment plan if needed.

5. **Enforcement – Penalty & Interest upon delinquency (after 60 days)**
   a. Bills delinquent after sixty (60) days. Upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City.
      i. Impose a penalty for delinquency of ten percent (10%) on the amount delinquent.
      ii. Assess interest in the amount of one percent (1%) per month or fraction thereof on the amount delinquent from the date on with the bill remittance first became delinquent until paid.

6. **Enforcement – Final Notice of delinquency (after 60 days)**
   a. Bills delinquent after sixty (60) days upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City to enforce such payment after such bill became delinquent.

i. Customers will receive a reminder notice by mail for the amount delinquent. In addition, a copy of the letter will be left at the service address in a prominent and conspicuous location. This will include:
    1. The customer's name and address.
    2. The amount of the delinquency.
    3. The date by which payment or arrangement for payment is required to avoid discontinuation of residential service.
    4. The procedure and form to file for a Hardship Extension Request (Payment Plan).
        a. 12 months is the maximum breakdown of payments allowed.
        b. These payments must be made in addition to any future water bills due.
        c. No penalties or interest will accrue if the payment terms defined are met.
        d. Failure to meet the terms of the agreement could result in disconnection of the premises from the water system for non-payment and/or could cause action at law to be brought on behalf of the City against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court.
    5. The procedure and form to file for an Appeal with City Council.
        a. All forms are to be given to the City Clerk or designee for review and tracking.
        b. The City Manager has the authority to resolve specified appeals up to $2,000.00. The City Council has the authority to resolve appeals over $2,000.00.
        c. Service will not be interrupted while the appeal is pending
        d. No penalties or interest will accrue while the appeal is pending.
    6. The telephone number of the City of St. Helena Water Department representative who can provide additional information or institute arrangements for payments.

b. **Notice to Tenants.** If there is a landlord-tenant relationship between residential occupants and the owner, manager, or operator of the property, the City shall also make reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection.
    i. If tenants reside in a multi-unit complex served through a master meter, written notice shall be hung on the door of each residence. The written notice will advise the tenants/occupants that they have the right to become customers of the City of St. Helena without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for

subsequent changes for water service at the address(es) served by the mater meter. If one of more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the City of St. Helena, or if there is a physical means legally available to the City, of selectively terminating service to those occupants who have not met the requirements for service, the City will make service available to the occupants who have met those requirements. Such notice shall be given at least 15 days before water service is shut off, in accordance with the following provisions.

ii. If tenants reside in an individually metered residence, the written notice shall advise the tenants/occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. For the amount due on delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments. Such notice shall be given at least 15 days before water service is shut off, in accordance with the following provisions.

c. Specified Properties not Subject to Disconnection. Properties that meet all the following requirements are not subject to disconnection:

i. The customer, or tenant of the customer, submits to the City a primary care provider certification, as defined in Welfare and Institutions Code section 14088(A)(1)(b), such as that discontinuation of service would be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where the service is provided.

ii. The customer demonstrates that they are financially unable to pay for the service within the City's normal billing cycle. A customer may be deemed financially unable to pay if:

1. Any member of the customer's household is a current recipient of CalWORKs, Cal Fresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children; or

2. The customer declares that the household's annual income is less than 200 percent of the federal poverty level.

3. The customer is willing to enter into a Hardship Agreement consistent with the City's written policies, with respect to all delinquent charges.

d. Options for Specified Properties. Prior to discontinuation of water services for delinquent payment, properties that meet the requirements of subdivision 3 of this

section shall be offered the option to apply for a Hardship Agreement for the unpaid balance consistent with the City's Disconnection of Water Service for Nonpayment Policy.

e. **Disconnection for Specified Properties.** Properties on a Hardship Agreement may have water service discontinued if, after the City posted a notice that meets the requirements of Subdivision 1 of this section on the property at least 5 business days before discontinuation, the customer:
    i. Fails to comply with a Hardship Agreement for delinquent charges for 60 days or more: or
    ii. Does not pay current service charges for 60 days while on a Hardship Agreement for delinquent charges.

7. **Enforcement – Discontinuance of Service upon delinquency**
    a. Bills delinquent after seventy (70) days upon failure of any customer billed or the owner of any premises to pay any water and/or wastewater service charge prior to delinquency, the following action or actions shall be taken by the City.
        i. City Staff will make courtesy calls to the customer informing them if payment is not received their water service will be shut-off for non-payment.
        ii. The Finance Department will inform the Water Distribution department of each account to be shut-off for non-payment.
        iii. If the Water Distribution department has been dispatched to shut-off water service, a shut-off fee shall be accessed to the fees that are due and payable.
        iv. Service will not be restored until full payment has been made or a Hardship Agreement has been approved by the Finance Director, or designee.
        v. Failure to pay can cause an action at law to be brought on behalf of the City against the person responsible for payment of such bill to recover the amount of such bill and the cost of such action including reasonable attorney fees incurred in an amount fixed by the court.
    b. **Disconnection While Awaiting Appeal.** The City shall not discontinue water services while an appeal of a water bill from that residence is pending.
    c. **Post-Termination Procedures.** The City shall provide any disconnected customer with information on how to restore service.
8. **Enforcement – Reconnection Fee**
    a. Reconnection of Service: In order to resume or continue service that has been disconnected for non-payment, the customer must pay a reconnection fee. The City will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next working day following payment of any past due amount, delinquent fees attributable to the termination of service, and a deposit for reconnection of the account. Water service that is turned on by any person other than City personnel without City authorization may be subject to fines or additional charges

or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

b. Reconnection of Service After Business Hours: Service restored after 4:00pm Monday through Friday, or on weekends or holidays will be charged an after-hours reconnection fee. Service will not be restored after regular business hours unless the customer has been informed of the after-hours reconnection fee and following payment of any past due amount, delinquent fees attributable to the termination of service, and a deposit for reconnection of the account. The after-hours reconnection fee is in addition to the regular reconnection fee and the late charge for a past due account. Customers requesting reconnection of service after business hours will contact the St. Helena Police Dispatch non-emergency number to arrange for payment of any past due amount, delinquent fees attributable to the termination of service, and a deposit for reconnection of the account.

Sometimes water service is discontinued because the service is a new account the City has not received a request to establish service. If service is being restored after regular business hours because the customer has yet to establish service, the customer must agree to contact the Water Department to establish service the next business day.

If service is discontinued for any reason not identified above, the customer is advised to contact the Water Department to resolve the issue as quickly as possible. No after-hours reconnection fee will be charged in this instance.

c. For customers who demonstrate they are financially unable to pay in accordance with this code section 13.04.30(E)(1), the reconnection fee shall be set at the actual cost of reconnection. Such reconnection fee shall not exceed $50 during normal operating hours or $150 during nonoperational hours.

From:	Christopher J Warner
To:	Public Comment; Erika Opp
Cc:	Paul Dohring; Aaron Barak; Mandy Kellogg; Ethan Walsh; Anil Comelo; Martin Beltran; Mark Smithers; Garry Rose
Subject:	Re: [External] Comments of Christopher Warner - Agenda Item 10.2, City Council Meeting, June 24, 2025
Date:	Tuesday, June 24, 2025 9:11:17 AM

I appreciate City staff's quick work to restore routine interest and penalty provisions applicable to water and wastewater utility customers who do not pay their bills on time. I support the first reading of the proposed ordinance. However, I recommend that the restored penalties and interest requirements apply to any customer who is more than 30 days late in paying their bills, not the 60 days recommended by staff -- 30 days is a normal and routine time period for all similar late penalties and interest in the public and private sectors. Given the City's fiscal condition and the assumptions in our water utility cost of service studies that customers will pay interest and penalties if they fail to pay their bills on time -- and also given that it is not fiscally prudent for the City to give water utility customers a full 60 days of "interest and penalty free" loans to pay their otherwise due bills, the proposed ordinance should be amended to apply the interest and penalties to bills delinquent more than 30 days, not for the longer 60 day period.

This is not an issue of needy customers, who otherwise may be eligible for CARE subsidies. Nor is it an issue of administrative burden or efficiency; the City's focus on fiscal efficiency should provide sufficient staff time and support to collect interest and penalties from utility customers on a timely basis who have no justified reason for failing to pay their bills to the City on time.

Again, thx for your consideration of timely restoring these fiscally prudent elements of our water and wastewater utility cost of service rates.

Chris Warner
1434 Grayson Avenue
415-309-9572

On Fri, May 23, 2025 at 4:01 PM Christopher J Warner <chrisjwarner52@gmail.com> wrote:

> **Comments of Christopher Warner - Agenda Item 10.7, City Council Meeting, May 27, 2025 - Second Reading of Water and Wastewater Billing and Elimination of Interest and Penalties for Non-Payment Ordinance –**
>
> **I respectfully oppose and ask the Council to reconsider the part of the proposed Water Billing ordinance that would repeal and eliminate any interest or penalties assessed against residential water and wastewater customers for non-payment of bills**. Although stated by staff as needed to "improve equity," the elimination is nothing of the sort, because **it effectively incents and grants non-needy water customers interest free loans from other water customers, including needy customers, to avoid payment of their water bills for numerous months,** with the City's only remedy to file a legal action in court to recover the unpaid amounts after ruling on customer appeals of the threatened disconnection of their water service, at likely significant costs to the City. **The permanent elimination of interest and penalties also would remove thousands of dollars available to the City to fund the City's CARE program without needing to use General Funds which increase budget deficits. This use of such water customer penalty assessments, as well as customer interest payment assessments above those assumed in rates, would be**

consistent with Proposition 218, according to advice from the City attorney.

I understand the City staff may respond that it trusts our water customers will pay their bills on time, and not take advantage of the City's interest-free and penalty-free loans available to customers who fail to pay on-time when interest and penalty assessments are eliminated. However, **the staff report confirms that the lost revenues to the City from eliminating non-payment interest and penalties would be at least $66,000 a year. And it may be more, once monthly billing is fully implemented** – and how many of those penalized customers are non-low income customers who have no excuse for not paying their bills on time? Full disclosure: I myself have missed the due date on my water bill occasionally and paid penalties and interest, and not because I'm experiencing "temporary hardship" (other than forgetting to pay on time); and not because I am a "needy" customer needing to delay paying my bill for "equity" reasons.

I support moving to monthly water and wastewater billing; it makes sense, both financially and from the perspective of customers who are used to paying monthly bills for all utility services. I also support a reasonable funding level for the CARES program for needy, qualified customers—but paid for not out of General Fund budget deficits, but paid for from other water customers' interest and penalty assessments who don't pay their water bills on time.

Please delete the repeal and elimination of interest and penalty assessments applied to non-paying water customers from the proposed ordinance. In this time of budget deficits and financial risks, please don't invite and encourage well-off water customers to delay or stop paying their water bills with interest-free loans from the City and other water customers.

Chris Warner

1434 Grayson Avenue

415-309-9572

The opinions expressed here are solely personal and my own, and not in my capacity as a volunteer or representative of the City in any capacity.

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	June 24, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Discussion and Direction Regarding the Use of Modular Housing Units at the Water and Wastewater Treatment Plants for Staff Housing.
RECOMMENDED ACTION:	Staff recommends that the City Council discuss and provide direction regarding the installation of modular, premanufactured housing units at the Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) to support the recruitment and retention of staff and use Water/Wastewater Enterprise Funds for this purpose.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To create workforce housing and reduce operations cost in the Water and Wastewater enterprises.
FINANCIAL IMPACT:	The total cost of implementation is estimated at $486,000 ($324,000 utilizing Water Funds and $162,000 utilizing General Fund).

BACKGROUND:

The City has had a mobile/manufactured home with living quarters at the Water Treatment Plant (WTP) which was manufactured in 1980. City Records indicate it had been rented at various times between 1989 and 2020 to various water treatment plant operators as employee housing. The City has historically faced challenges in recruiting and retaining certified water and wastewater operators due to:

1. Limited Availability of Certified Operators – Certified personnel are in short supply both regionally and statewide.
2. High Cost of Living in Napa Valley – Housing affordability significantly affects recruitment, particularly for critical operations staff.

These challenges continue to persist in today impacting our workforce climate. To address these challenges, staff has been exploring the feasibility of providing on-site modular housing to replace the dated mobile home and serve as a recruitment and retention incentive. A recent quote indicated that repairs to make this structure habitable would cost approximately $100,000. The City's risk management firm has deemed the structure safe, if specific repairs are completed. Making the existing home not only safe, but an attractive incentive, will cost even more.

DISCUSSION:
Staff is recommending the council consider two different options:

1. Rehabilitate the Existing Modular Home at the WTP for approximately $100,000, providing housing for one staff member, ideally the Chief Plant Operator. Use of the home could be limited to enterprise-funded staff or made available to all City staff, depending on the funding source.
2. Remove and replace the existing trailer home at the WTP with two premanufactured units, offering housing for two staff members. Additionally, staff proposes exploring the installation of one modular unit at the Wastewater Treatment Plant (WWTP), where recruitment for the Chief Plant Operator has been especially difficult. Providing housing may help attract and retain full-time employees, reducing reliance on costly contract operators.

Proposed Housing Details:

- Water Treatment Plant (Crystal Springs Road):
  - Demolish and replace the dilapidated 2-bedroom trailer with two new premanufactured homes.
  - Each unit:
    - <1,000 sq ft
    - 1 bedroom, 1 bathroom, full kitchen
    - Fully electrified, compliant with California electrification mandates
  - Utility connections:
    - Electrical: Existing meter with sub-metering possible
    - Existing leach field viability verification required (may require permitting though Napa County)
    - Foundation: Concrete pad or gravel block (gravel block minimizes permit and surface needs)
- Wastewater Treatment Plant (1 Chaix Lane):
  - Install one modular unit of similar specifications.
  - No need for leach field, can connect directly to city sewer system
  - Electrical infrastructure improvements needed for connection, may be able to connect to existing panel but likely need new connection.

ESTIMATED COSTS AND NECESSARY STEPS:

There are several steps that would be required to prepare each site, acquire the units, place and connect them prior to staff being able to inhabit them. Below we have outlined the general list of major steps that will be required as well as a low and a high estimate of costs. Depending on a variety of factors, including the units selected and site placement, then other costs such as foundations and grading as well as connections, inspections and permitting can be finalized. Overall, below here is a general breakdown of steps and estimated costs.

Site Preparation Costs (Per Unit):

Item	Low Estimate	High Estimate
Site Survey & Permitting	$3,000	$6,000
Foundation (Gravel vs Concrete)	$4,000	$15,000
Utility Connections	$14,000	$31,000
Transportation & Installation	$5,000	$10,000
Final Touches & Inspections	$2,000	$5,000
Total Per Unit	**$28,000**	**$67,000**

Prefabricated Home Cost Options:

- Basic Model: $45,000 – $65,000
- Mid-Range Model: $65,000 – $85,000
- High-End Model: $85,000 – $120,000

Staff recommends that Council consider the long-term durability, sustainability, and overall aesthetic of the modular housing units when selecting the level of investment. Opting for a higher-end model is likely to enhance the appeal of the units to employees and neighbors by ensuring the homes are visually compatible and of lasting quality.

Other Costs:

- Shipping/Delivery: $5,000 – $15,000
- Installation/Permitting: $10,000 – $20,000 (if not included in purchase)

Examples of Sustainable, Pre-fabricated homes:
https://www.greenpoddevelopment.com/waterhaus/
https://s2amarketplace.com/products/haven-tiny-home

Summary of Estimated Costs:

Item	Estimate (Per Unit)
Site Preparation & Permitting	$28,000 - $67,000
Premanufactured Unit Cost	$45,000 - $65,000
Delivery & Installation	$15,000 - $30,000
Total Estimated Cost	**$88,000 - $162,000**

FUNDING OPTIONS:

The funding source selected for this project will determine both the scope of eligible occupants for the proposed housing and compliance with regulatory requirements.

If the City chooses to utilize Water and Wastewater Enterprise Funds, the housing units may be restricted exclusively to staff whose salaries are charged to these enterprise accounts. This approach is legally permissible, as the housing would directly support the operational needs of the water and wastewater systems, providing essential personnel with on-site accommodations to ensure 24/7 readiness and service continuity.

Alternatively, if the project is funded through the General Fund, the housing may be made available to a broader pool of City employees, not limited to enterprise staff. In this case, the City would need to develop clear policies and procedures for determining eligibility, prioritization, and administration of the housing units to ensure transparency and fairness.

Staff also explored potential state, county, and federal funding sources, such as HOME, CDBG, or LIHTC. However, these programs require compliance with the Fair Housing Act and would not permit the City to limit occupancy to City employees. Housing funded by these sources would need to be open to all income-qualified members of the public and thus may not align with the City's goal of providing workforce housing specifically for City staff.

Given these considerations, staff seeks Council direction on whether to proceed with Enterprise Fund allocations for staff-restricted housing, or to allocate the use of General Funds for this opportunity.

BENEFITS:

Providing modular, premanufactured housing units for staff offers several strategic advantages for the City of St. Helena. Most notably, it directly supports the recruitment and retention of critical certified operators for both the Water and Wastewater Treatment Plants, as well as other positions that are increasingly difficult to fill due to regional labor shortages and the high cost of living in Napa Valley. By offering affordable, on-site housing, the City can make these roles more attractive to prospective employees, particularly those who might otherwise be unable to afford to live locally.

This initiative also addresses broader workforce housing shortages by creating purpose-built accommodations tailored specifically to meet operational needs throughout the City. The presence of staff living on-site ensures that critical facilities can maintain 24/7 operational readiness, improving response times during emergencies, and providing added assurance of continuous service delivery to the community. Additionally, the rental structure creates a revolving fund model, where rental income helps replenish the initial investment, enabling sustainable future projects.

OTHER OPTIONS:

1. **Rehabilitate the existing modular home at the Water Treatment Plant for $100,000.**
   Council could opt to repair the existing on-site modular unit, which has been vacant for several years. This would provide housing for one staff member, potentially at a lower initial cost compared to purchasing new units. However, it would limit the housing capacity to a single employee and may not provide the same long-term value or flexibility as installing new, sustainable units.
2. **Direct staff to explore public-private partnerships for workforce housing.**
   Another alternative would be to initiate discussions with private developers or housing organizations to create workforce housing solutions through partnerships. This could potentially leverage private investment or grant opportunities, but would require additional time for negotiation and planning, and may limit the City's control over occupancy criteria.

NEXT STEPS:

If Council choses to proceed with the housing strategy, staff would initiate a structured implementation plan to move forward with the proposed modular housing project. This will include several critical phases to ensure that the project is executed efficiently, cost-effectively, and in compliance with all applicable regulations:

1. **Proceed with Site Preparations, Permitting, and Vendor Selection**
   Staff will begin detailed site assessments, including surveys and soil analysis, to determine the most suitable foundation type and exact placement of the modular units at both the Water and Wastewater Treatment Plant sites. Staff will also initiate the permitting process and concurrently, staff will engage in a formal procurement process to identify and select qualified modular housing vendors, with an emphasis on cost-effectiveness, sustainability, and compatibility with City needs.
2. **Finalize Utility and Foundation Plans**
   Detailed plans for utility connections—including water, sewer, electrical, and potentially telecommunications—will be developed. These plans will take into account the specific infrastructure conditions at each site. Staff will also finalize foundation design, whether gravel block or concrete pad, based on Council direction and site conditions. Coordination with utility providers will be necessary to ensure timely installation and avoid service disruptions.
3. **Develop Lease Agreements and Housing Policies**
   In parallel with site and construction preparations, staff will draft lease agreements outlining the rental terms, eligibility criteria, and responsibilities of both the City and the tenants. Policies governing the administration of the housing units—including prioritization for occupancy, duration of tenancy, and procedures for rent collection—will be developed to ensure transparency and fairness.
4. **Return to Council with a Formal Budget and Purchasing Authorization**
   Once the vendor has been selected and all costs have been finalized—including unit purchase, delivery, installation, and site preparation—staff will return to the

City Council with a comprehensive budget for approval. This will include a request for formal purchasing authorization, along with a detailed timeline for project implementation and occupancy readiness.

5. **Project Implementation and Monitoring**
   Following Council approval, staff will oversee the installation and connection of the modular units, including all necessary inspections and certifications for habitability. Once operational, staff will monitor occupancy, rental income, and maintenance needs, ensuring the housing units remain an effective recruitment and retention tool over time.

ENVIRONMENTAL REVIEW: This is not a project at this time.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 6: Improve Employee Recruitment, Retention, & Morale
Goal 7: Enhance Organizational Effectiveness

HOUSING OPTIONS FOR WATER AND WASTEWATER EMPLOYEES

City Council Meeting

June 24, 2025

WHY MODULAR HOUSING?

- Recruitment & Retention: Shortage of certified operators statewide

- Housing Costs: Napa Valley housing unaffordability limits local workforce

- Emergency Readiness: On-site housing enables 24/7 support

EXISTING CONDITIONS

- Existing Mobile home used for staff housing since the 1980s
- Vacant since 2020, requires $100K in repairs to be habitable
- Limited long-term value compared to new modular units

PROPOSED HOUSING LOCATIONS

Water Treatment Plant

- Remove old trailer
- Install 2 modular units
  - 1 bed/1 bath
  - <1,000 sq ft
  - Electrified

Wastewater Treatment Plant

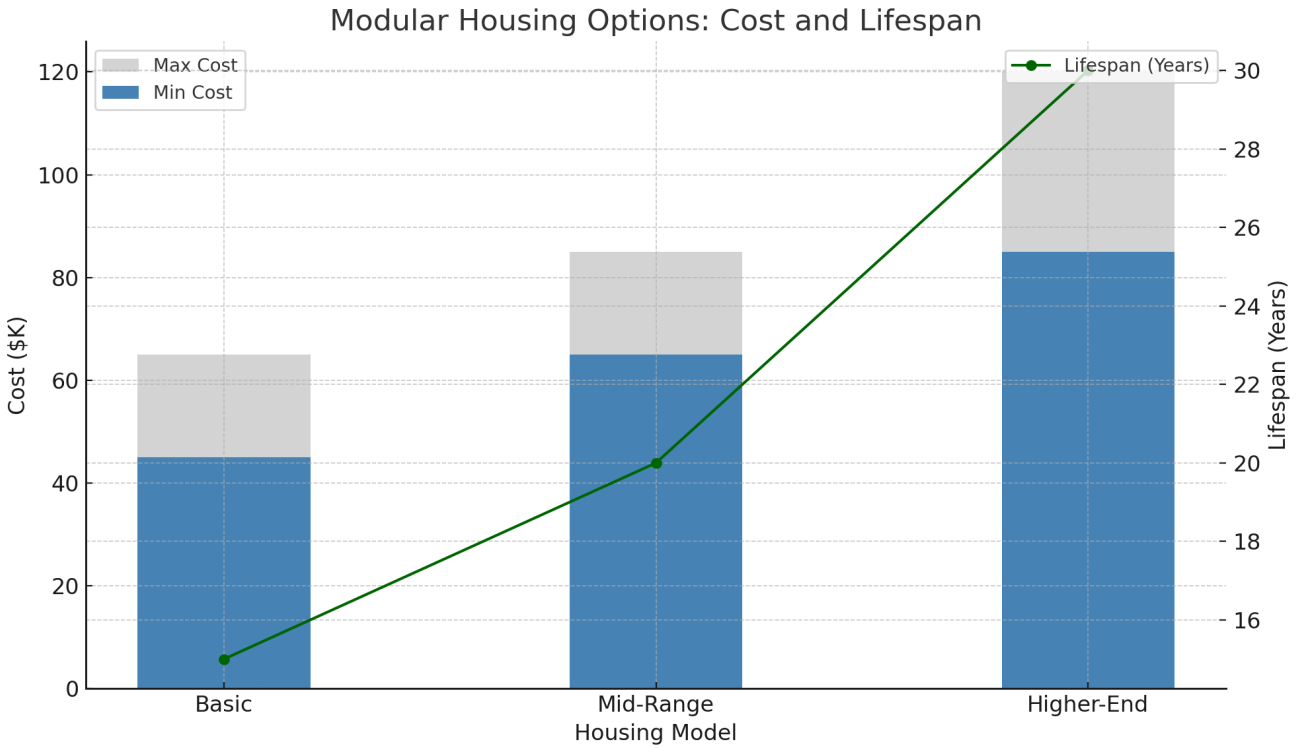
- Install new 1 modular unit
- Direct sewer connection/Subpanel to pump house

HOUSING UNIT OPTIONS

Basic: $45K–$65K – 15 yrs – Industrial look

Mid-Range: $65K–$85K – 20+ yrs – Residential-compatible

Higher-End: $85K–$120K – 30+ yrs – Premium finishes



ESTIMATED TOTAL COSTS (PER UNIT)

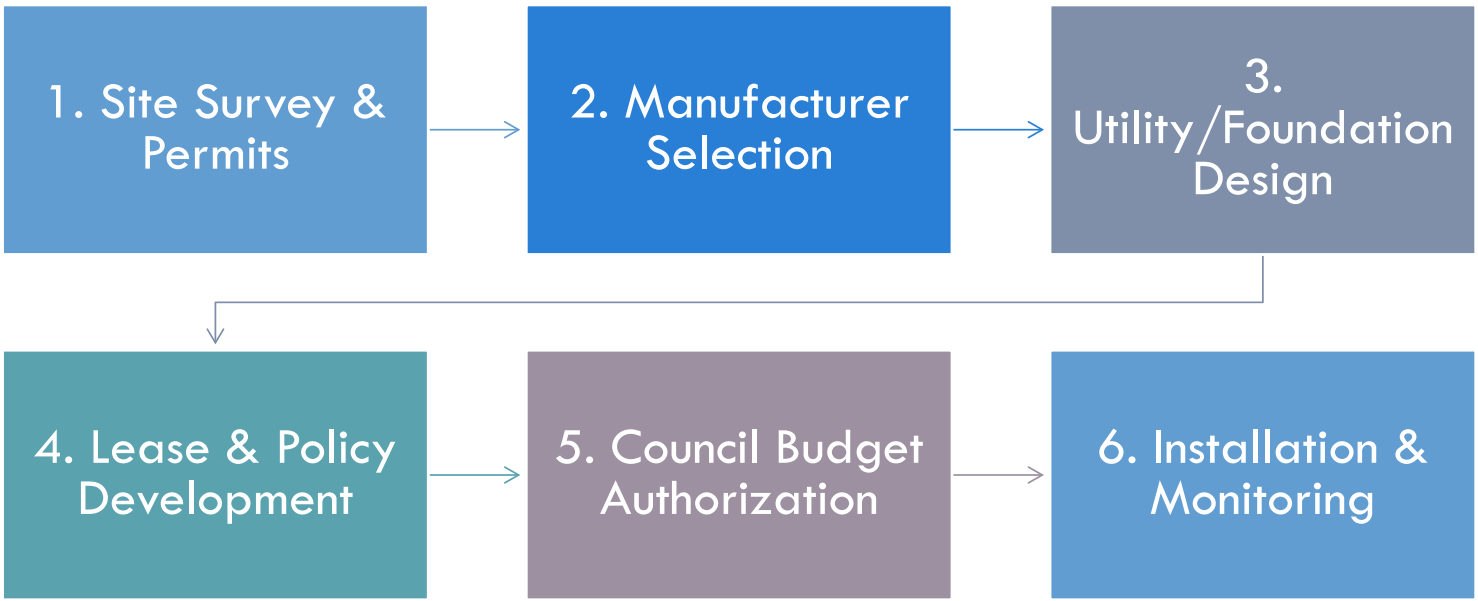
Site Prep & Permits: $28K–$67K

Unit Purchase: $45K–$120K

Delivery & Install: $15K–$30K

Total Estimated Cost: $88K–$210K per unit

IMPLEMENTATION PHASES



FUNDING OPTIONS

Enterprise Funds: Staff-restricted housing, supports operations

General Fund: Broader eligibility, requires policies

Grant Funds: Must be open to public – not aligned with goals

ADDITIONAL BENEFITS

- Supports 24/7 response at critical sites
- Reduces contract staffing costs
- Rental income can offset investment
- Shows City's commitment to workforce

STAFF RECOMMENDATION

- Install 3 units
(2 at WTP, 1 at WWTP)

- Fund $486,000:

$324,000/Water Funds
$162,000 General Fund

- Select High-Range modular units

DECISION POINT #1: NUMBER OF UNITS

A

Rehabilitate existing trailer

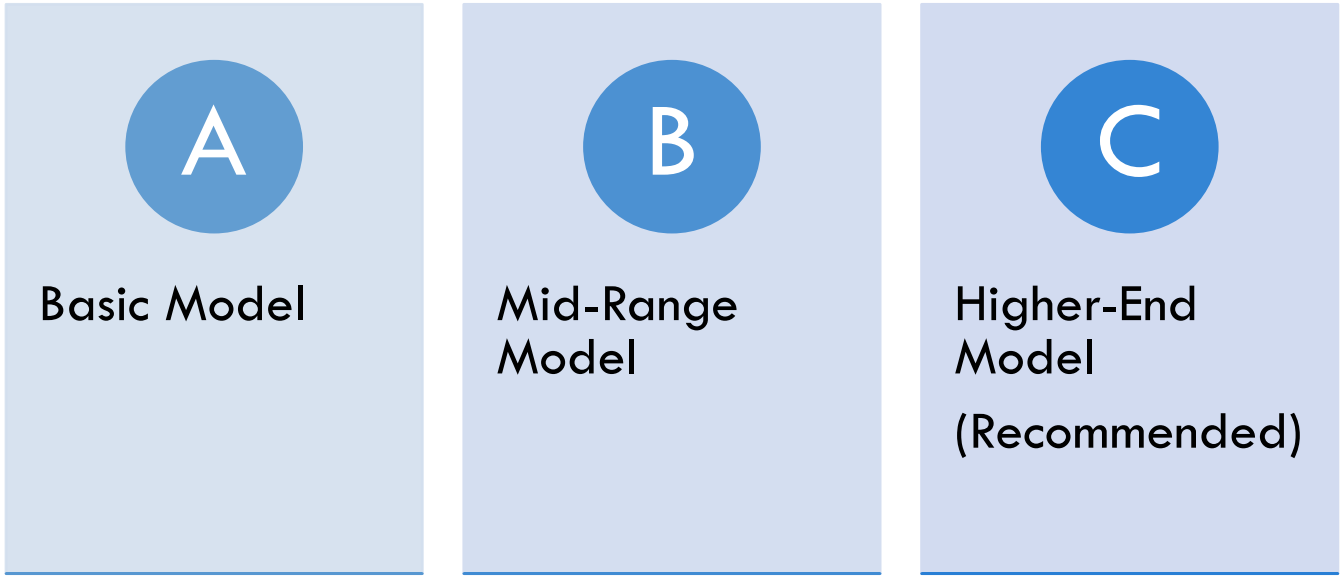
B

Install 2 units at WTP

C

Install 2 units at WTP + 1 at WWTP (Recommended)

DECISION POINT #3 – UNIT QUALITY



DECISION POINT #2 – FUNDING SOURCE

A

Enterprise Funds (staff-restricted)

B

General Fund (broader use)

C

Mixed Approach

(Recommended)

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	June 24, 2025
FROM:	Martin Beltran, Finance Manager
SUBJECT:	Appeal of utility bill by Dene Properties LLC
RECOMMENDED ACTION:	Staff is seeking direction from City Council regarding the appeal. A single resolution with 3 options has been provided for Council consideration/direction: (1) Deny the appeal; OR (2) Grant appeal for full refund; OR (3) Grant appeal for partial refund.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	Make a determination on the utility bill appeal made by Carl Dene.
FINANCIAL IMPACT:	The financial impact is dependent on City Council action. The total amount of the appeal is $4,673.86.

BACKGROUND:

Dene Properties LLC established a utility billing account for water and wastewater services on September 27, 2024. After receiving the first utility bill, Mr. Dene contacted the city to inquire about the charges on the billing statement. Through discussions with city staff, Mr. Dene learned that the charges on the bill were a result of the size of the water meter installed at the property. He was informed that he had the option to replace the meter with a different size.

On January 17, 2025, Mr. Dene submitted a water meter application to install a 5/8" water meter, downsizing from the existing 2" meter at the property.

On January 23, 2025, City staff completed the meter downsizing from a 2” to a 5/8” water meter.

Carl Dene filled an appeal to the City Council to waive $4,673.86 in charges incurred between September 27, 2024 and January 23, 2025 (Attachment 1).

DISCUSSION:

The City’s water rate structure consists of fixed water service charges (based on meter size) and tiered water volume rates (per hundred cubic feet [HCF] of water delivered). For wastewater, commercial customers are charged a fixed service charge based on the size of the meter serving the connection and use charges based on billed water use.

The utility bills for Mr. Dene's account was calculated based on the 2” water meter that was connected at the property between September 27, 2024 and January 23, 2025. During that period, the base service charges were applied in accordance with the City's adopted rate schedule for a 2” meter. The bi-monthly base charge for a 2” water meter is significantly higher than that of a 5/8” meter. The table below highlights the difference in cost:

Service	2" Meter Bi-Monthly Base Fees	5/8" Meter Bi-Monthly Base Fees
Water	$918.50	$146.34
Sewer	$1,799.33	$260.54

As of January 23, 2025, the account has been updated to reflect a 5/8” water meter for both water and sewer base fees. The bi-monthly base charge for the 5/8” water meter is $146.34, and the sewer base fee is $260.54.

It is important to note that in similar situations the City has consistently only adjusted the rate as of the date the water meter/pipe resizing. Also, staff does not have the authority to retroactively adjust billings outside of the adopted rate structure. Charges assessed during a given billing period are based on the meter size installed and active during that time. Because a 2” meter was in place during the periods in question, the billed amounts accurately reflect the applicable rates in accordance with City policy and procedures.

Mr. Dene is asking for an appeal to the City Council for $4,673.86, which represents the difference in cost between the 2” and 5/8” meter base charges over the billing periods in question.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 4: Provide Effective Community Information & Opportunities for Engagement
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1: Administrative Appeal Form
Attachment 2: Appeal Calculations
Attachment 3_ Resolution - C. Dene Administrative Appeal v1

City of St. Helena
Notice of Appeal Form

For City Use
Date Received _____
By_____
Hearing Date_____

- Any person dissatisfied with any matter may appeal such final decision to the City Council. Only final decisions may be appealed to the City Council.

  DO NOT use this Appeal Form for the following:

  - Final decisions of the City Planner or a City Commission related to the enforcement or application of the St. Helena Municipal Code (SHMC) is governed by the appeal provisions of SHMC chapter 16.24.060. **The Planning Appeal Form should be used for these types of appeals.**
  - Final decisions of the Building Official related to the enforcement or application of the construction codes adopted in SHMC Chapter 14.10 is governed by the appeal provisions contained in SHMC Chapter 14.10. **The Application for Appeal before the Board of Appeals form should be used for these types of appeals.**
- Pursuant to the St. Helena Municipal Code appeals must be filed with the City Clerk.
- The application for appeal shall state the matter being appealed, the identity of the appellant and their interest in the matter and shall set forth the reasons which, in the opinion of the appellant render the matter unjustified or inappropriate.
- Following receipt of an application for appeal in proper form, a hearing date will be set. The appellant will be notified of the scheduled hearing date not less than 10 days prior to the hearing.
- Following receipt of a timely application for appeal in proper form and the payment of the required fee, a hearing date will be set. The appellant will be notified of the scheduled hearing date not less than 10 days prior to the hearing.

Please complete all sections:

SECTION 1. APPELLANT INFORMATION:

Name: DBA Sam's General Store Phone #310-702-9611

Appellant Representative: Carl Dene Phone #_____

Mailing Address: 781 Kidd Ranch RD

Email: carl@brannan1862.com

SECTION 2. SUBJECT OF APPEAL

1. In accordance with the procedures set forth in the St. Helena Municipal Code, I hereby appeal the following matter:

   New Water Bill at 1400 Oak ave

2. I discussed the matter with the following City staff member:

   Elizabeth Torres & MARTIN BELTRAN on started around November 2024

   (Staff Member's Name and Department) (Date)

SECTION 3. REASON FOR APPEAL (Supporting Evidence or Documents Attached)

Please see attached letter

Relief or action sought:

The calculated difference between the original meter charges and the new sized correctly meter.

Please see attached email with calculations totaling $4,673.86.

I certify that the above statements are correct and that all accompanying documents are accurate.

Signed: Carl P Dene — Signature (Appellant) — 6/13/2025 — Date

Signature (Appellant) — Date

To Whom it may Concern,

I was asked very quickly and abruptly asked to turn the water service on at 1400 Oak Ave. because the past tenant had a due balance that was going to have the service terminated or turned off. My assumption at the time was they were working on some kind of payment arrangement but could not do that with the past due balance and keep the water on in their name. I was just told I needed to transfer the service right at that moment and because I had accounts with the water department already it was easy to use one of them to just transfer and turn it on.

The issue is when I was called, I was never given any information on the rates for the water and sewer.

When I received the first bill for almost $3000 without using water (I was under construction) I immediately called the office spoke to Elizabeth and asked what that bill was for and if that was a mistake and was if I was paying for the old tenant. She was very surprised as well and even confirmed with me on the phone this was only for one month, She said she was going to look into for me and get back to me. It took the office over a month to get back to me to tell me that it was not the past balance but because of the size water meter that was going to be the monthly bill. So in the time it took her to get back to me to let me know what was going on, more billings were racking up to the sum of $5700. at that time I was told I could opted for a new water meter and had it changed quickly, but nobody went over the rates before hand, and they didn't even know what the rates were for when I called. I was working with Elizabeth on a credit for the difference for what it would have been based on the new meter size, she told me I needed to wait for a later bill to get all the correct rates and taxes to get this settled. While in the process waiting for this, Elizabeth left the city and so did my agreement with her. At this point Anil the city manager got involved and rejected the agreement that was made, He told me that he was not able to approve any discount for this and that it would need to go in front of city council.

Carl P Dene

Thanks
Carl Dene

From: **Martin Beltran** mbeltran@cityofsthelena.gov
Subject: Utility Billing Account - 1400 Oak Avenue
Date: April 24, 2025 at 5:54 PM
To: carl dene carl@brannan1862.com

MB

Hi Carl,

Attached is an account history report for your utility billing account since September 2024 through the March 2025 billing. The report highlights all adjustments, billings, and payments. Also attached is the calculations or breakdown for the difference between 2" water meter compared to the 5/8" meter. The meter size affects the water base fee as well as the sewer/wastewater base fee. I highlighted the fees on the utility rates attachment. The difference in billing is $4,673.86.
As follow up to our conversation from earlier today, please let me know what City Council meeting date would work best. To get the appeal on the agenda I would need to draft a staff report, usually this is due a week prior to the agenda being published. The agendas are generally published the Thursday before the City Council meeting.

Thank you,

MARTIN BELTRAN
FINANCE MANAGER
City of St. Helena | Administrative Services Department
1088 College Avenue | St. Helena, CA 94574
Direct: (707) 968-2746 | mbeltran@cityofsthelena.gov | https://www.cityofsthelena.gov/hr

Please note: The City of St. Helena has recently transitioned our website and email addresses from .org to .gov.

Account History - 1400...ue.pdf
129 KB

1 of 1

Name:	Dene Properties, LLC
Service Address:	1400 Oak Avenue
Account #:	015783-000

Difference $ (4,673.86)

ACTUAL BILLING	PROPOSED BILLING (Tier Rates)

Name:	Dene Properties, LLC
Service Address:	1400 Oak Avenue
Account #:	015783-000

Difference $ (4,673.86)

ACTUAL BILLING				PROPOSED BILLING (Tier Rates)			
STATEMENT PERIOD				STATEMENT PERIOD			
Beg Date	9/27/2024	End Date	10/31/2024	Beg Date	9/27/2024	End Date	10/31/2024
Total Number of Days	34			**Total Number of Days**	34		
Total Consumption:	10.00			**Total Consumption:**	10.00		
Deposit			60.00	Deposit			60.00
Water Consumption:		Tier	64.70	Water Consumption:		Tier	64.70
Water Base Rate:		535.76	535.76	Water Base Rate:		81.57	81.57
Sewer Consumption		8.76	87.60	Sewer Consumption		8.76	87.60
Sewer Base Rate		1049.55	1049.55	Sewer Base Rate		145.22	145.22
Total Charges Billed:			**1797.61**	**Total Charges Billed:**			**439.09**
						Billing Difference	**$ (1,358.52)**

ACTUAL BILLING				PROPOSED BILLING (Tier Rates)			
STATEMENT PERIOD				STATEMENT PERIOD			
Beg Date	11/1/2024	End Date	12/31/2024	Beg Date	11/1/2024	End Date	12/31/2024
Total Number of Days	60			**Total Number of Days**	60		
Total Consumption:	7.00			**Total Consumption:**	7.00		
Water Consumption:		Tier	45.29	Water Consumption:		Tier	45.29
Water Base Rate:		918.50	918.50	Water Base Rate:		146.34	146.34
Sewer Consumption		8.76	61.32	Sewer Consumption		8.76	61.32
Sewer Base Rate		1799.33	1799.33	Sewer Base Rate		260.54	260.54
Total Charges Billed:			**2824.44**	**Total Charges Billed:**			**513.49**
						Billing Difference	**$ (2,310.95)**

ACTUAL BILLING				PROPOSED BILLING (Tier Rates)			
STATEMENT PERIOD				STATEMENT PERIOD			
Beg Date	1/1/2025	End Date	2/28/2025	Beg Date	1/1/2025	End Date	2/28/2025
Total Number of Days	58			**Total Number of Days**	58		
Total Consumption:	23.00			**Total Consumption:**	23.00		
Water Consumption:		Tier	234.89	Water Consumption:		Tier	71.17
Water Base Rate:		427.06	427.06	Water Base Rate:		146.34	146.34
Sewer Consumption		8.76	201.48	Sewer Consumption		8.76	201.48
Sewer Base Rate		820.49	820.49	Sewer Base Rate		260.54	260.54
Total Charges Billed:			**1683.92**	**Total Charges Billed:**			**679.53**
						Billing Difference	**$ (1,004.39)**

Total Billing Difference	$ (4,673.86)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution of the City Council of the City of St. Helena Making Findings and Determinations Regarding the Administrative Appeal by Carl Dene of Dene Properties LLC

RECITALS

The City Council makes the following findings with respect to the administrative appeal by Carl Dene (the "Appellant")

A. City Council reviews appeals for billing relating to the water and sewer service systems - St. Helena Municipal code Title 13, Chapter 13, Section 13.04.180;

B. The property located at 1400 Oak Avenue (the "Property") receives City water and sewer services;

C. Carl Dene of Dene Properties LLC established a utility billing account for water and wastewater services on September 27, 2024;

D. On January 17, 2025, Mr. Dene submitted a water meter application to install a 5/8" water meter, downsizing from the existing 2" meter at the property;

E. On January 23, 2025, City staff completed the meter downsizing from a 2" to a 5/8" water meter;

F. The utility bills for Mr. Dene's account was calculated based on the 2" water meter that was connected at the property between September 27, 2024 and January 23, 2025;

G. Mr. Dene filled an appeal to the City Council to waive $4,673.86 in charges, which represents the difference in cost between the 2" and 5/8" meter base charges over the billing periods in question.

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; and

2. The City Council has considered the circumstances of the appeal; and

3. The City Council has determined the following:

   _____ Deny the appeal in its entirety

   _____ Approve the appeal in its entirety for an amount of $4,673.86

   _____ Grant a portion of the appeal for an amount of $_____

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk

Appeal of Utility Bill by Dene Properties LLC

June 24, 2025

Background

- Dene of Dene Properties LLC established a utility billing account for 1400 Oak Avenue for water and wastewater services on September 27, 2024.
- The City's water rate structure consists of fixed water service charges (based on meter size) and tiered water volume rates (per hundred cubic feet [HCF] of water delivered).
- Mr. Dene filled an appeal to the City Council to waive $4,673.86 in charges incurred between 9/27/24 – 1/23/2025. The amount represents the difference in cost between the 2" and 5/8" meter base charges over the billing periods in question.

Timeline of Events

- September 27, 2024: Dene Properties LLC established a utility billing account for water and wastewater services.
- November 21, 2024: First bill issued for billing period of 9/27 – 10/31/2024.
- January 17, 2025: Mr. Dene submitted a water meter application to install a 5/8” water meter.
- January 23, 2025: City staff completed the meter downsizing from a 2” to a 5/8” water meter.
- January 28, 2025: Bill issued for billing period of 11/1 – 12/31/2024.
- March 26, 2025: Bill issued for billing period of 1/1 – 2/28/2025.

Summary of Appeal

Billings	Appeal Amount
November 2024 (9/27 – 10/31/24)	$1,358.52
January 2025 (11/1 – 12/31/24)	$2,310.95
March 2025 (1/1 – 2/28/25)	$1,004.39
Total	**$4,673.86**

Council Direction

- Staff is seeking direction from City Council regarding the appeal. A single resolution with 3 options has been provided for Council consideration/direction:
  - Deny the appeal in its entirety
  - Approve the appeal in its entirety for an amount of $4,673.86
  - Grant a portion of the appeal for an amount of $_____

Questions?

If credit is approved based on the following dates:

Date	Amount of Credit
December 1, 2024	$2,159.87
January 1, 2025	$1,004.39

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	June 24, 2025
FROM:	Dave Jahns, Director of Community Services, Rebecca White, Administrative Assistant
SUBJECT:	Review and discussion of the proposed temporary street closures and operation of mobile food vendors for the 2025 St. Helena Porchfest on Sunday, September 28, 2025.
RECOMMENDED ACTION:	Review the event proposal and provide feedback and direction to staff. Based on feedback and direction received, Staff anticipates bringing forward a formal request for approval or denial of the road closure requests at the July 22, 2025, City Council meeting.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To provide the City Council with an overview of the proposed temporary street closures and mobile food vendor operations planned in connection with the 2025 St. Helena Porchfest event scheduled for Sunday, September 28, 2025, and receive input/direction.
FINANCIAL IMPACT:	Due to the event being community-focused and free to attend, the event organizers have requested a fee waiver of the permit fees. All other associated expenses, including direct staffing time needed to support the event, will be paid for by the organizing committee. Waiving of permit fees is at the discretion of the City Manager.

BACKGROUND:

The Napa Valley Music Alliance is a community-based organization, with nonprofit status currently pending, dedicated to the advocacy, planning, and organizing of music and arts events throughout the Napa Valley while strengthening cultural and community bonds.

The Napa Valley Music Alliance is proposing to organize the 2025 St. Helena Porchfest, scheduled for Sunday, September 28, 2025. Porchfest is a free, family-friendly, alcohol-free event where local musicians perform from the front porches of residential homes, creating a walkable, community-centric music experience throughout participating streets. Attendees are encouraged to embrace the walkability of the area, visit multiple performances, and enjoy the historic architecture of the highlighted residences. Similar

events have taken place in various communities throughout the country, with the most immediate being hosted in Napa from 2011-2023.

The organizing committee presented their initial concept at the May 5, 2025 Parks and Recreation Commission meeting. After receiving feedback at the meeting and discussing with City Staff in the Fire, Parks and Recreation, Police, and Public Works Departments, the organizers have made several modifications and resubmitted a request for encroachment, amplified sound, and road closure permits.

The organizing committee presented their updated event proposal at the June 16, 2025 Parks and Recreation Commission meeting. Notification of the proposed event and the discussion at the Parks and Recreation Commission meetings of May 5 and June 16 were distributed to the neighborhoods within the vicinity of the proposed event by the event organizer on May 2 and June 6 respectively.

The proposed event will require both hard street closures and limited-access closures to local traffic only, in order to ensure the safety of attendees and performers. Additionally, the event plans to include mobile food vendors located on public streets within the closure areas.

Per the municipal code, both the street closures and the operation of mobile food vendors on public rights-of-way are subject to City Council approval. This informational item is intended to provide an overview of the proposed event logistics in advance of a formal resolution request.

DISCUSSION:
Staff has been in communication with representatives of Napa Valley Music Alliance regarding the planning of the 2025 St. Helena Porchfest. The proposed event will feature live music performances hosted on residential porches throughout designated streets in St. Helena, creating a walkable, community-oriented celebration of local music and culture. The event is planned for Sunday, September 28, 2025, from 12:30p.m. to 5:00p.m.

To support the event and ensure public safety, the organizers are proposing a combination of hard street closures and closures limited to local traffic only. The proposed road closures will begin at 11a.m. and end at 6:00p.m. Additionally, they are requesting authorization for mobile food vendors to operate on the closed portions of the public streets during the event. These components require formal approval by the City Council.

Following their presentation and community discussion at the May 5, 2025 Parks and Recreation Commission meeting, the organizing committee made modifications to their proposal. Below is a high-level summary and list of changes since the May Commission meeting:

Event Details:

- **Date:** Sunday, September 28, 2025
- **Location:** 12-15 porches within Adams/Kearney/Stockton/Tainter neighborhood
- **Time:** Event 12:30p.m.- 5:00p.m.
- **Road Closures:** 11:00a.m. - 6:00p.m.
- Various genres of music, staggered set times
- Food vendors in various locations within the event footprint
- No alcohol sold or open containers permitted

Proposed Road Closures:

- Adams St., from Oak to Allyn
- Kearney St., from Pine to Adams
- Tainter St., from Oak to Stockton
- Stockton St., from Pine to Spring
- *Additional streets will be designated local traffic only. Closure map attached.*

Notable Changes Since Initial Parks and Recreation Commission Meeting:

- Organizing committee is no longer working in partnership with St. Helena Historical Society; Proposal resubmitted by local organizers. Napa Valley Music Alliance non-profit application submitted, accepted, and currently pending with IRS.
- Event maps modified and additional details provided. Allyn and portions of Tainter no longer included in the hard closure section.
- Local traffic areas proposed to minimize event parking on select neighboring streets
- Addition of emergency access points to the event layout
- Utilization of Green Mary for trash/recycling/compost services, pre and post-event cleaning support, and a commitment to an eco-friendly event
- St. Helena police officers (2-4) assigned to the event. Final number determined by Police Department and will be based upon expected attendance as event date approaches.
- Addition of neighborhood ambassador program. Volunteers who will support the flow of the event, provide information to attendees, and provide additional observation of event space and residential properties

The Parks and Recreation Commission reviewed the proposal on June 16, along with community feedback, and approved a motion (4-0, 1 absent) to recommend approval of the event with the following conditions:

- Recommendation not to waive permit fees until non-profit status is finalized and confirmed
- Confirm appropriate insurance levels are in place in accordance with CIRA and City Attorney's office for an event that may exceed 1,000 attendees
- Explore a more thorough plan to address/limit parking in the immediate neighborhood
- Confirm Public Safety is comfortable with the event, even if attendance were to reach unexpected numbers (ex: 5,000 attendees)

The event organizers have submitted initial permit applications to the City, including proposed plans and supporting materials. Attached to this report are draft maps provided by the organizers showing the proposed locations of road closures, food vendors, portable restrooms, and other logistical elements of the event, as well as their proposed traffic control plan.

Staff is currently reviewing the submittals and coordinating with relevant departments, including Public Works, Police, Fire, and others, to evaluate traffic control needs, public safety measures, and overall compliance with applicable municipal codes and permitting processes.

Staff is also coordinating with the City's Risk Management to ensure that the applicant provides appropriate insurance coverage and meets all liability requirements for an event of this nature. Staff will continue to work closely with the applicant to finalize traffic control plans, public safety coordination, and compliance with all applicable municipal codes.

Residents on or within 300 feet of the proposed street closures received notification of this item being heard by City Council on June 18, 2025, either by email or by flyer left at their residence in instances where an email address was not available.

This item is being presented for informational purposes only at this time. Staff intends to return to Council at a future meeting with a resolution seeking formal approval of the street closures and authorization of food vendors. In the interim, Council discussion and direction are welcome to guide continued coordination and event planning.

ENVIRONMENTAL REVIEW: None.

GOAL:

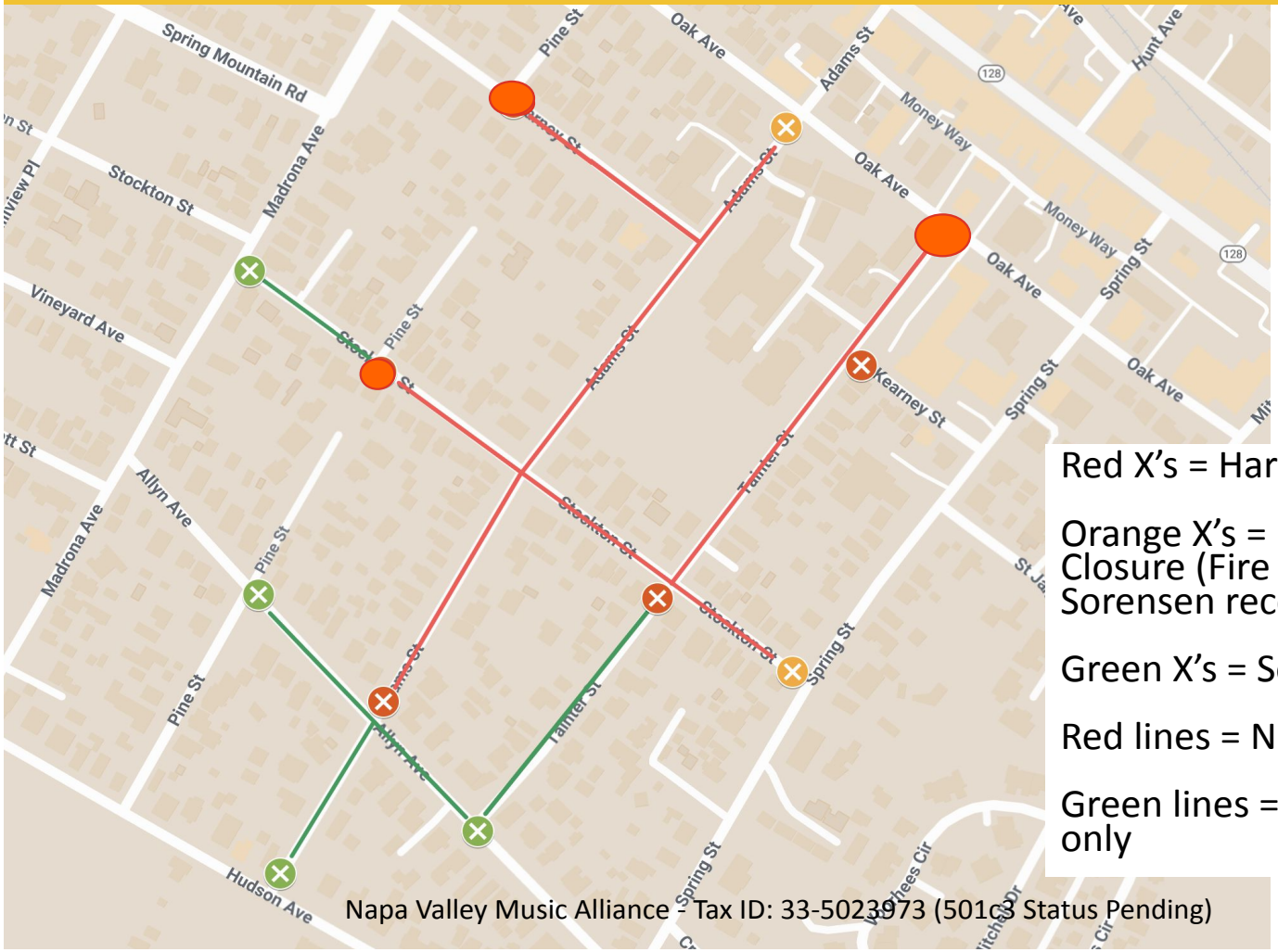
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Porchfest Proposed Maps
Porchfest Proposed Traffic Control Plan
Public Notification - City Council Discussion on Porchfest Street Closures
Draft Porchfest Conditions 5.27.25
Porchfest Host Agreement

Napa Valley Music Alliance
Napa Valley Music Alliance is a nonprofit organization dedicated to the advocacy, planning, and organizing of music and arts events in the Napa Valley while strengthening cultural and community bonds.
Rachael Clark
Alex Weeks
May 14, 2025

Proposed Road Closures



Red X's = Hard closure

Orange X's = Movable Hard Closure (Fire Chief John Sorensen recommendation)

Green X's = Soft Closure

Red lines = No cars

Green lines = Local traffic only

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Food Truck / Popup Locations

Orange Icons = Food Trucks parked on Carpy Field side of Adams and Tainter

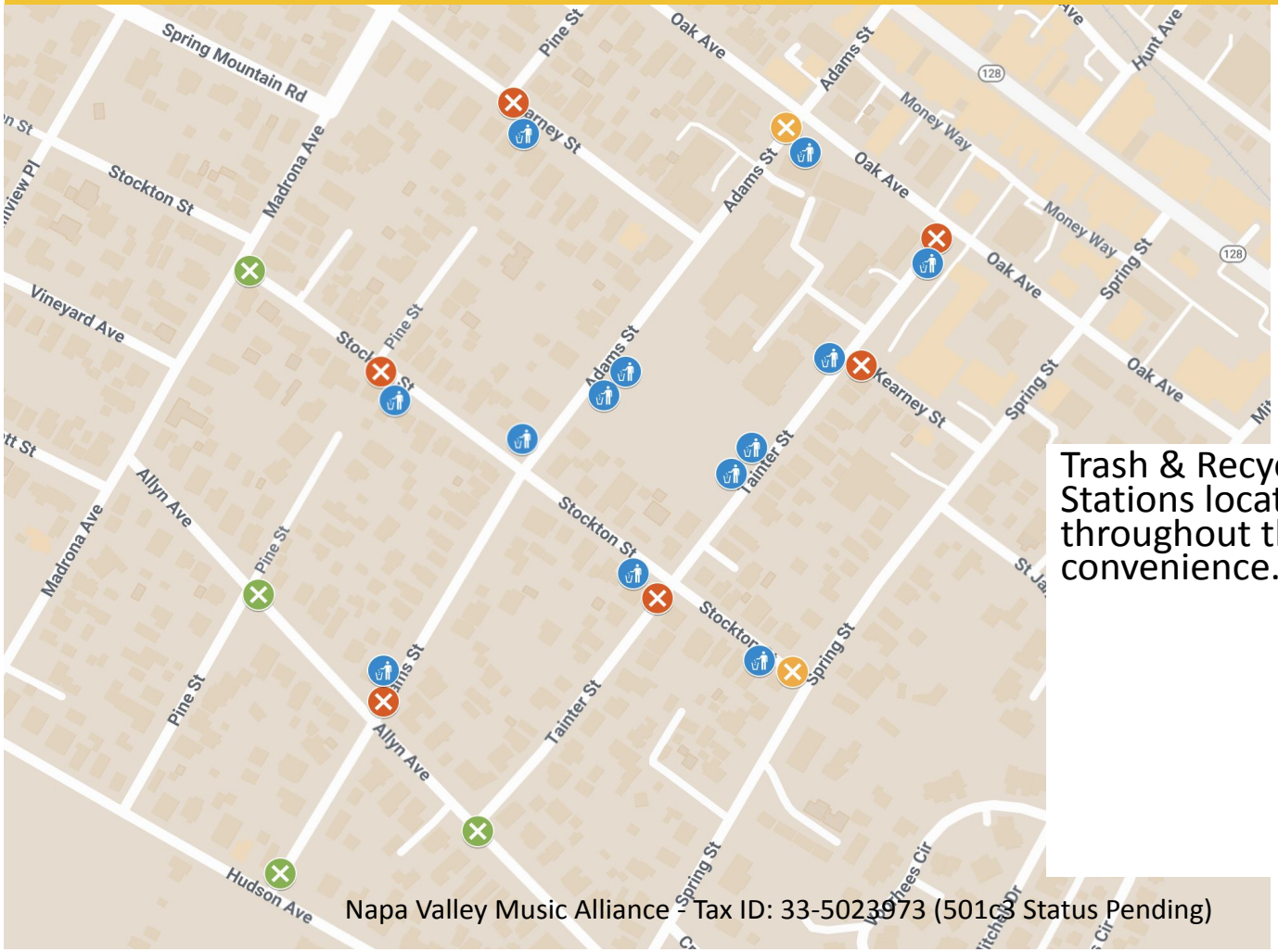
Olive Icons = PopUp Food Vendors

*# of icons does not indicate # of food vendors.

*Locations still TBD

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

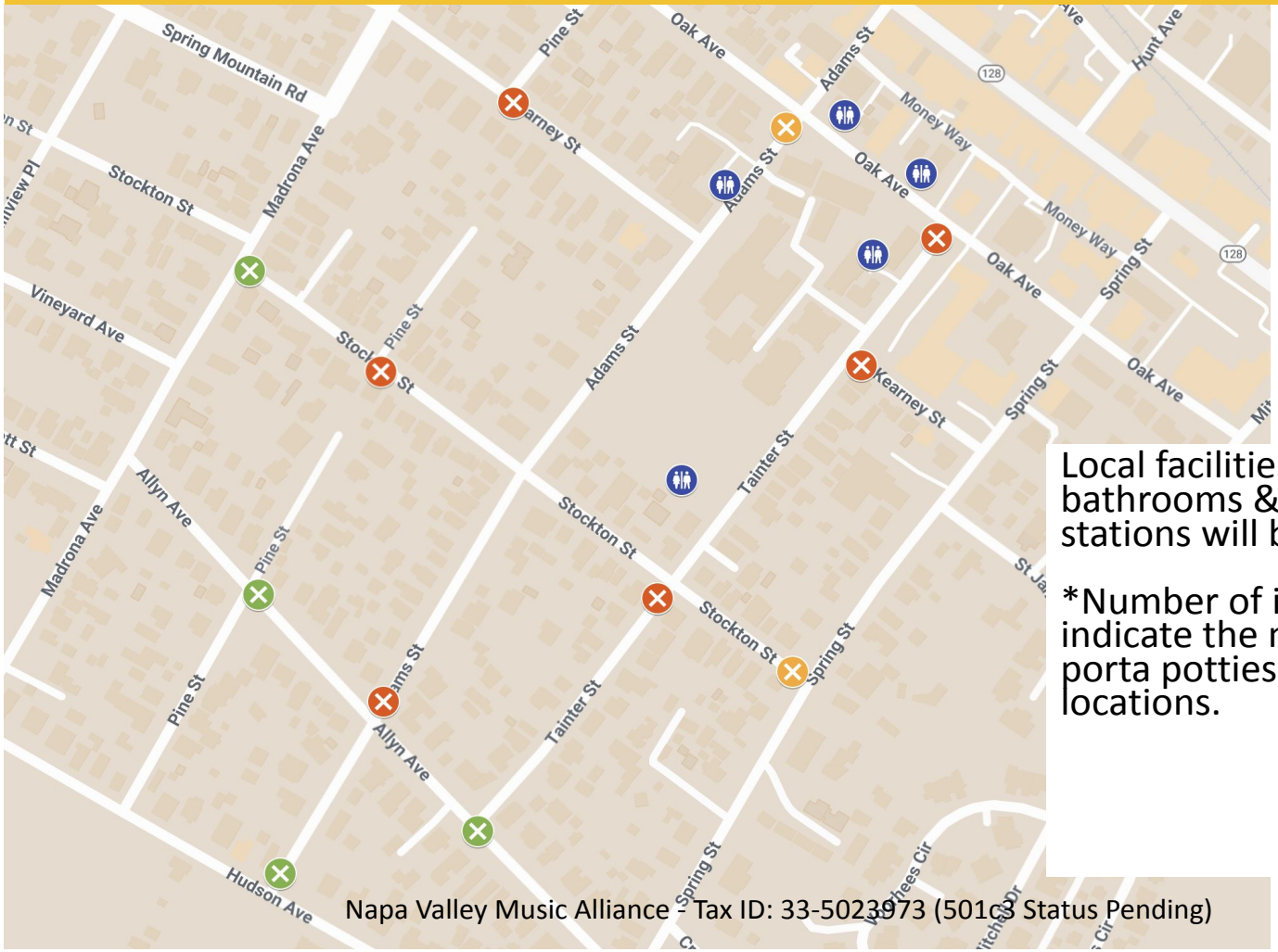
Waste Recycling Management



Trash & Recycling Sorting Stations located throughout the event for convenience.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Restrooms

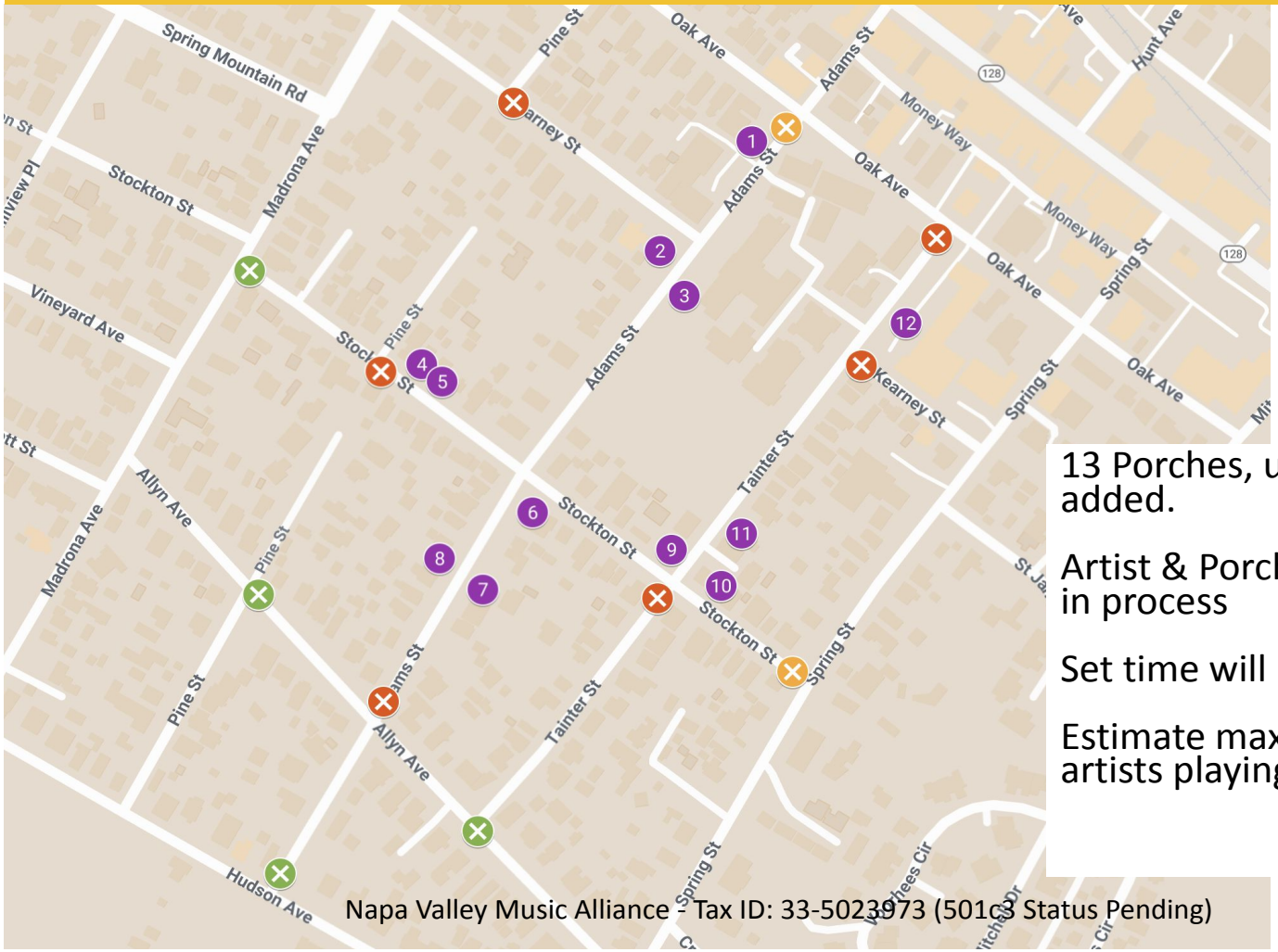


Local facilities & Portable bathrooms & handwashing stations will be provided.

*Number of icons does not indicate the number of porta potties, just proposed locations.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Current Porches



13 Porches, up to 3 may be added.

Artist & Porch selection still in process

Set time will be staggered

Estimate maximum of 6-9 artists playing at 1 time.

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Thank you!

2025 St. Helena Traffic or Pedestrian Control Plans

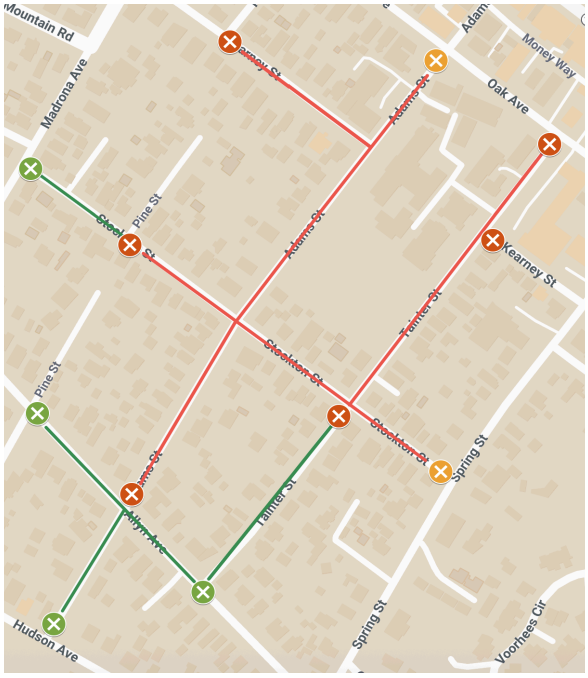
The first annual **Saint Helena Porchfest** will be held on **Sunday, September 28, 2025**, from **12:30 PM to 5:00 PM**. The event features live music performances on residential porches within a walkable, closed-street footprint.

Please see attached quote from Bay Area Traffic Solutions (BATS).

Road Closures:

- **Closure Times:**
  Road closures will begin at **11:00 AM** and end at **6:00 PM** on the day of the event.

- **Hard Closure Locations (proposed):**
  Hard closure points prevent cars from entering the Porchfest Zone. Emergency vehicle access provided at 2 points noted below as “movable”, at the recommendation of Fire Chief John Sorensen.
  - Oak & Adams (Movable)
  - Pine & Kearney
  - Pine & Stockton
  - Adams & Allyn
  - Tainter & Stockton
  - Stockton & Spring (Movable)



- **Soft Closure Locations (proposed):**
  The following intersections contain soft closure points. This will limit traffic to local residents and prevent visitors from parking on these streets.
  - Madrona & Stockton
  - Pine & Allyn
  - Adams & Hudson
  - Tainter & Allyn

Resident and Vehicle Access:

- **Restricted Access:**
  For the safety of attendees streets within the Porchfest zone will be restricted to emergency vehicle access only between 11:00 AM and 6:00 PM.

- **Parking:**
  No non-residential vehicle parking will be permitted within the closed event area. Attendees shall park outside the closed zone and walk in.

Pedestrian and Event Flow:

- **Event:**
  The event area is designed to be fully walkable and accessible for wheelchair users and ADA compliant.

- **Food Truck Zones:**
  We have established designated areas for food trucks within the enclosed event footprint. Positioning the food trucks at different locations will effectively reduce congestion and promote a more enjoyable environment for attendees.

Staffing and Safety:

- **Volunteer Staffing:**
  - Two volunteers will be stationed at each road closure point from **10:00 AM to 6:00 PM**.
  - Volunteers will monitor access, provide directions, and assist with pedestrian safety.
- **Law Enforcement:** Local Saint Helena Police Department officers will be on regular duty and available for any emergency response if required. Opportunity for community policing. Officers on bikes, handing out stickers, and other forms of community engagement.
- **Indecent Response:** The St Helena Porchfest Committee is organizing a “Neighborhood Ambassador” team. Contact information will be provided to residents within the event zone. This team will respond to any incident or concerns that may occur during the event.

- **Emergency Response:** St Helena Fire Department and American Medical Response will be on regular duty and available for any emergency to respond if required
- **Signage:**
    - No additional detour signage will be provided.
    - No special internal signage is required within the pedestrian zone.

Public Communication:

- **Resident Notification:**
  All affected residents within the closure area will receive a **printed mailer** prior to the event, outlining road closure times, safety information, event details, and contact information for the Neighborhood Ambassadors..

- **Public Maps:**
    - Digital event maps showing closures, porch locations, and food trucks will be available on the **Saint Helena Porchfest website**.
    - Maps will also be available at the Information Booths during the event.

City of St. Helena
Public Works Department

June 18, 2025

Subject: Public Notification – City Council Discussion on Porchfest Street Closures

Dear Resident or Property Owner,

You are receiving this notice because your property is located on, or within 300 feet of, a proposed street closure related to the 2025 St. Helena Porchfest, a community music event.

The City Council will be discussing the proposed event and associated street closures at their upcoming meeting:

Meeting Date: June 24, 2025
Time: 6:00 p.m.
Location: Vintage Hall Board Room – 2nd Floor, 465 Main Street, St. Helena
Event Date: Sunday, September 28, 2025

Porchfest is a neighborhood-based event that features local musicians performing on porches throughout the community. To accommodate this event, temporary street closures are being considered to ensure public safety and enhance the experience for residents and visitors. A map of the proposed street closures will be included in the agenda packet provided to City Council and will be available for public viewing once published online later this week at cityofsthelena.gov.

Please note this item is informational only, and the purpose of the discussion is to seek direction and input from the Council, as well as to gather feedback from the community.

As a nearby resident, your input is valuable, and you are welcome to attend the meeting or submit comments in writing before the meeting date. Written comments may be submitted to publiccomment@cityofsthelena.gov. All written public comments must be received three hours prior to the meeting. Any public comment received after the deadline will be attached to the item the next business day or soon thereafter. Written public comments will not be read out loud but will be publicly available and attached to the online agenda.

Thank you for your attention and engagement in this community event planning process.

Sincerely,

Rebecca White
Administrative Assistant
Department of Public Works

1088 College Ave. | St. Helena, CA 94574
(707) 967-2792 | cityofsthelena.gov

City of St. Helena
Public Works Department

Porchfest

Conditions of Permit Approval

- **Applicant shall submit a revised encroachment permit application**
  a. Update name of event/organization information
  b. Update event date
  c. Update COI
  d. Update event map indicating location of participating houses, food truck locations, restrooms/wash stations, and all other amenities that will be placed throughout the footprint of the event
  e. Update traffic control plan with locations of closures, advanced warning signs, etc.

- **Applicant shall submit all other applicable permits related to the event**
  a. i.e. road closure form, noise permit, raw water permit

- **Applicant shall be responsible for supplying and installing all necessary traffic control devices required for street closures including, but not limited to, barricades, advance warning signage, and related equipment.**
  a. City of St. Helena will not be providing staff, advanced warning signage, or any traffic control devices for street closures.
  b. Applicant is required to retain a traffic control contractor to facilitate all street closures and implement the traffic control plan.
  c. Applicant must submit a plan detailing how access for property owner vehicles and local traffic will be managed within the road closure area.

- **Applicant must notify all properties located within the event footprint, as well as those within 200 feet of its boundary, of the Parks and Recreation Commission meeting scheduled for June 16, 2025, which is to consider the Porchfest event. Notifications must be distributed at least 10 calendar days prior to the meeting date.**

- **Applicant shall provide written agreements between all participating property owners and the event organization to the City.**

DRAFT

- **Applicant shall provide schedule of events including band performances timing and locations.**

- **It is recommended the applicant shall gather and provide letters of support from property owners in and within 200 feet of the event footprint.**

- **Applicant shall provide private security for the event.**

- **Applicant shall indemnify and hold harmless the City of St. Helena from any claims or damages that may arise from the event on public and private property.**

- **Alcohol is not permitted for sale or distribution within the event footprint.**

- **The City shall street sweep pre and post event and the applicant shall provide cost recovery for sweeping activities.**

- **This list of conditions is not exhaustive. Additional conditions may be added or existing ones modified upon final permit approval.**

DRAFT

Napa Valley Music Alliance presents: Saint Helena Porchfest 2025 – Porchfest Host Agreement

Event Date: Sunday, September 28, 2025

Event Time: 12:30 PM – 5:00 PM

Resident: _____

Address: _____

Phone: _____

Email: _____

This Agreement is entered into between **Napa Valley Music Alliance** (hereinafter referred to as "Organizer") and the undersigned property owner or resident (hereinafter referred to as "Host") for participation in the Saint Helena Porchfest 2025. Pending City of Saint Helena Council approval Host agrees to the following:

1. Host Responsibilities

- **Performance Space:** Host agrees to provide a safe and accessible space (e.g., porch, driveway, front yard) for musical performances during the event.
- **Utilities:** Host will provide access to electrical power (standard outdoor outlet) for performers. Hosts are encouraged to provide drinking water for performers.
- **Presence:** Host or a designated representative must be present at the property during the assigned performance times to assist with any needs and ensure the smooth operation of the event.
- **Artist Accommodation:** Due to road closures, performers are asked to complete the dropping off of any equipment requiring a vehicle before 11AM. Please provide a location where equipment can be stored during this time. Vehicles will not be allowed on

the roads again until after Porchfest finishes. Artists may need to keep equipment at your porch until roads open and they can get a vehicle to your residence. Artists will be responsible for their equipment.

- **Audience Accommodation:** Host may or may not allow attendees to congregate on their lawn or property to view performances at their discretion.

- **Communication:** Host will coordinate with assigned performers prior to the event to discuss setup, equipment needs, and any specific considerations.

- **Signage:** Host is encouraged to create and display a Porchfest sign to identify their participation in the event.

2. Safety and Compliance

- **Permits and Regulations:** Hosts acknowledge that the Organizer has obtained necessary permits for the event. Hosts agree to comply with all local laws and regulations, including noise ordinances. Any activities held by the homeowner outside of the St. Helena Porchfest hours are not covered by our permits and insurance.

- **Set Times:** Hosts will enforce strict adherence to assigned performance times. Performers must conclude their sets promptly to prevent overlap and sound bleed into adjacent performances. Each porch will have a break between performers. This is by design. Performers must stay within their set times. Violation of this may result in the Organizer shutting the performance down and may result in the artist not being allowed to participate in future events.

- **Neighbor Notification:** Hosts are encouraged to inform immediate neighbors of their participation in Porchfest at least two weeks prior to the event.

- **Food / Drinks:** It is recommended that porch hosts not serve/sell food or drinks to the public.

- **Drug / Alcohol:** This is a family friendly event. Host agrees not to serve the general public alcohol, cannabis, or other mind altering substances.

3. Liability

- **Participation Acknowledgment:** Porchfest is a community-driven event, and by volunteering to host, you acknowledge that you're doing so at your own discretion. While we do everything we can to make the day safe and enjoyable, the organizers aren't

responsible for any personal injury, property damage, or loss that may occur during the event.

- **Insurance Reminder:** We encourage all porch hosts to check with their homeowners or renters insurance provider to ensure they're comfortable with their coverage when welcoming guests and musicians.

- **Shared Responsibility:** By participating, you agree to help keep the event safe and respectful, and to hold the organizers harmless from any unexpected issues that might arise related to your property or activities during Porchfest.

4. Cancellation

- **Event Cancellation:** The Organizer reserves the right to cancel the event due to unforeseen circumstances, including but not limited to inclement weather or public safety concerns.

- **Host Cancellation:** If a Host needs to withdraw from participation, they must notify the Organizer as soon as possible to allow for adjustments in scheduling.

5. Agreement and Signature

By participating, the Host agrees to the terms and conditions outlined in this Agreement.

Please review this Agreement carefully. If you have any questions or require further clarification, feel free to reach out to the Organizer at alex@sainthelenaporchfest.com.

We appreciate your generosity in opening your space to the community and contributing to the success of the first annual Saint Helena Porchfest!

Item 11.3 – Porchfest Discussion

Review and discussion of the proposed temporary street closures and operation of mobile food vendors for the 2025 St. Helena Porchfest on Sunday, September 28, 2025

Background

- Free community event; Live music on residential porches
- Rotating performances within a walkable footprint
- Various communities; Napa from 2011 - 2023
- Organized by local organizing committee
- P&R Commission discussion on May 5 and June 16
- Organizers have submitted a request for encroachment, amplified sound, and road closure permits
- Final review and authority to implement road closures and mobile food vendors at the discretion of City Council

Overview

Proposed Framework

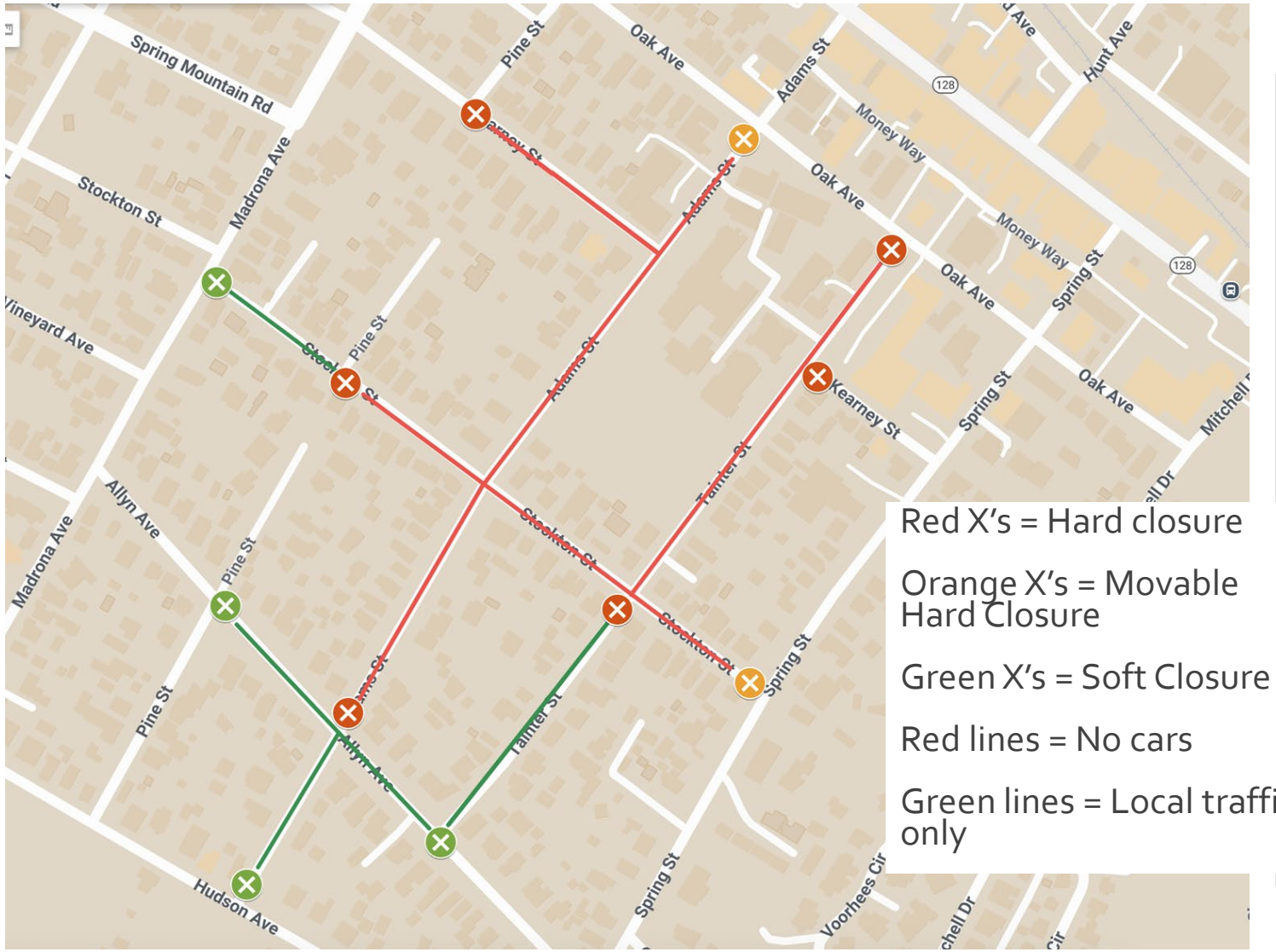
- Date: Sunday, September 28
- Location: 12-15 porches in the Adams/Kearney/Stockton/Tainter neighborhood
- Event Time: 12:30pm – 5:00pm
- Road Closures: 11:00am – 6:00pm
- Various genres of music; Staggered start times
- No alcohol sold at the event

Overview

Proposed Road Closures

- Adams Street, from Oak to Allyn
- Kearney St., from Pine to Adams*
- Tainter St., from Oak to Stockton
- Stockton St., from Pine to Spring
- *Additional streets designated as local traffic only*
- 11am – 6pm
- Hard closures - water filled barriers. Strategic locations for emergency access

Proposed Event Map



Summary of Changes Since May 5

No longer in partnership with St. Helena Historical Society; Resubmitted by local organizing committee
Event maps modified - Carpy Field removed. Allyn and portions of Tainter no longer included in closures. Shortening of Kearney under consideration
Local traffic areas proposed to minimize event parking on select neighboring streets
Utilization of a professional traffic control company
Utilization of Green Mary for trash/recycling/compost services and an eco-friendly event
St. Helena Police Officers (2-4) assigned to the event
Addition of neighborhood ambassador program

Parks and Recreation Commission

June 16 - Commission recommended approval of the event, with conditions:

- Recommended to not waive permit fees until non-profit status finalized and confirmed
- Confirm insurance levels in place in accordance with City's insurance provider and attorney's office
- Explore a plan to address immediate parking within the vicinity
- Confirm Public Safety are comfortable moving forward with the event, even if event reaches unexpected turnout

Napa Valley Music Alliance
Napa Valley Music Alliance is a nonprofit organization dedicated to the advocacy, planning, and organizing of music and arts events in the Napa Valley while strengthening cultural and community bonds.
Rachael Clark
Alex Weeks
June 24, 2025

NVMA Overview

- Napa Valley Music Alliance (NVMA)
  - State of CA registered Non-Profit Corporation
  - Incorporated 5/9/2025
  - CA Entity ID B20250110815
  - Federal Tax ID: 33-5023973

- 501c3 Tax Status pending

What is Porchfest?

Porchfest began in 2007, inspired by some outdoor ukulele playing and a conversation between neighbors Gretchen Hildreth and Lesley Greene. They came up with the idea for it that day and gathered 20 bands to make it happen in September of that year.

Napa Porchfest

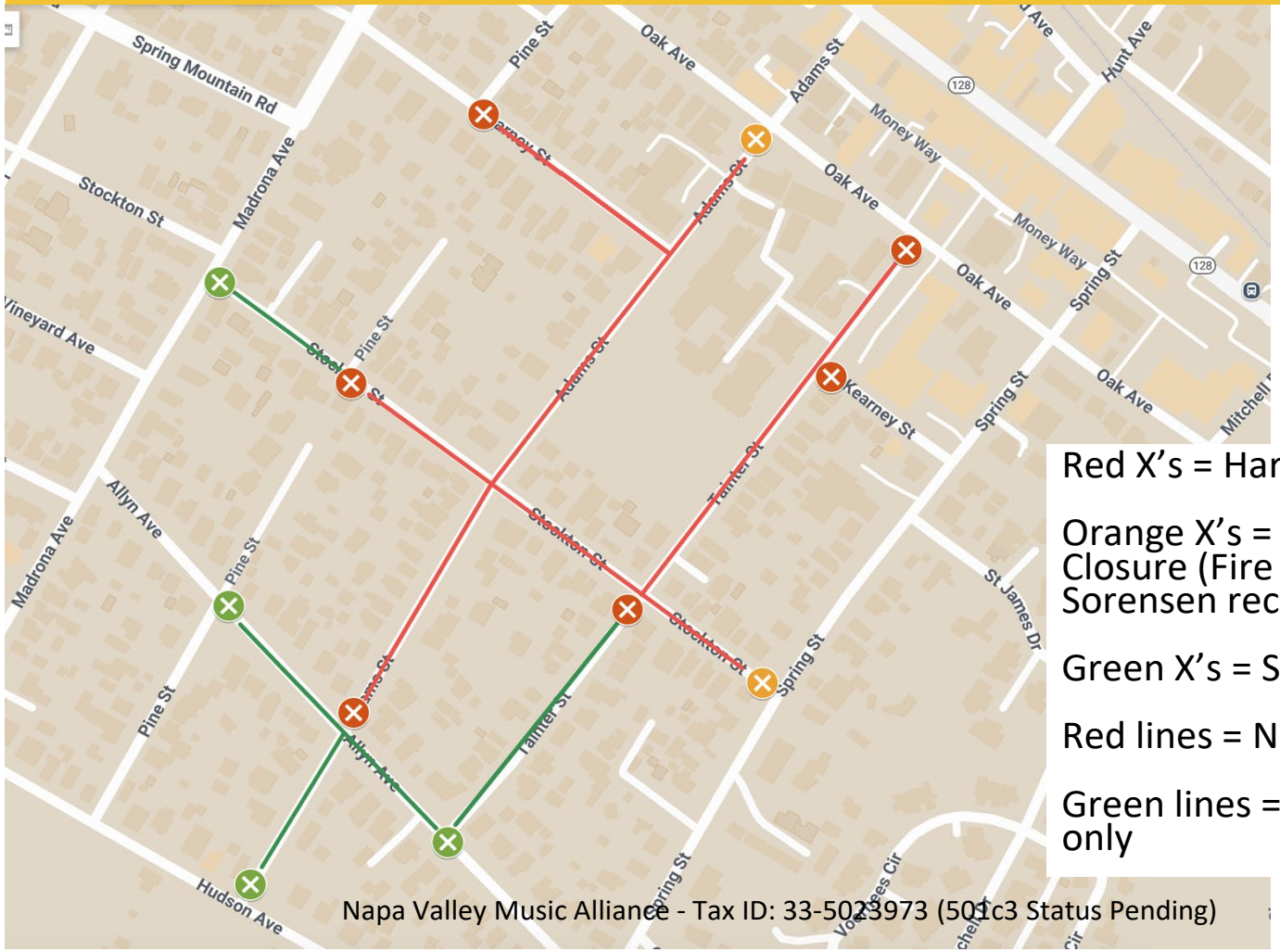
- Napa Porchfest started in 2011
  - First Porchfest west of the Mississippi
  - Last held in 2023
- 12 years *without legal incident*!
- Napa County Landmarks Partnership
  - Porchfest is a lot to organize
  - "The primary reason for the cancellation was to allow Napa County Landmarks to shift its focus and resources back to its core mission: historic preservation advocacy, policy, and education. The organization felt that running the festival required a significant investment and those resources could be better used for their other preservation projects."
  - https://napavalleyregister.com/arts-and-entertainment/music/napa-porchfest-cancelled-for-2024/article_c6514a0c-cc57-11ee-932c-776306535edc.html#:~:text=Napa%20County%20Landmarks%20Executive%20Director,getting%20the%20new%20organization%20together.

St. Helena Porchfest

- 15 Porches
- 21 Bands (maximum)
  - Jazz, String Quartet, Rock, Funk, Mexicana, Folk, Delta Blues, Americana, R&B, World Percussion, and more!
  - Staggered set times: 12:30-2, 2-3:30, 3:30-5
- Local Food Trucks
- Feedback and participation with:
  - St. Helena Parks & Recreation
  - St. Helena Fire Department
  - St. Helena Police Department
  - The local community
- Grass roots movement
- Locally organized by St Helena & Napa County Residents

Comparison	Napa	St. Helena
# of Bands	Roughly 150	**21**
# of Porches	73	**15**

Proposed Road Closures



Red X's = Hard closure

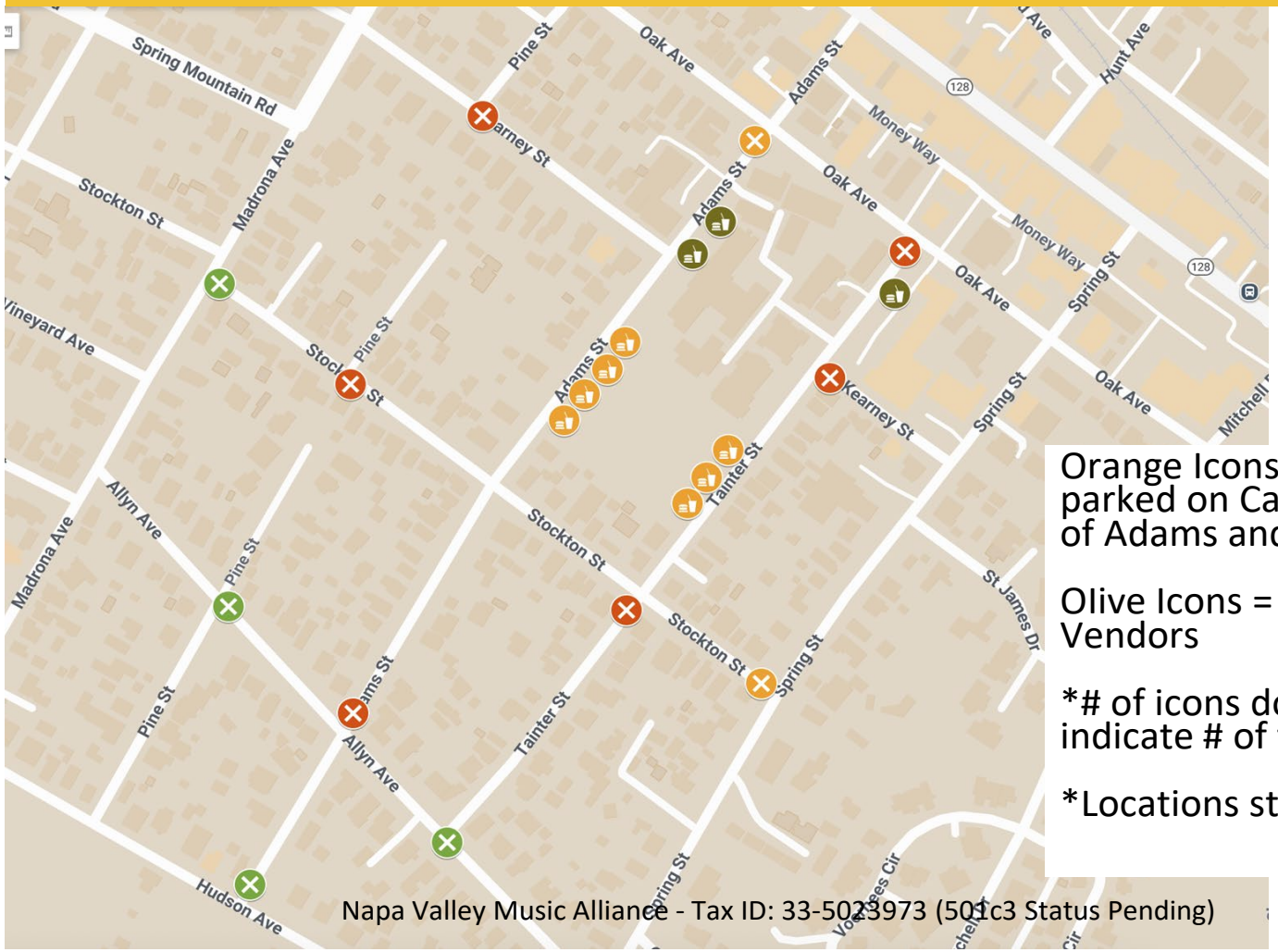
Orange X's = Movable Hard Closure (Fire Chief John Sorensen recommendation)

Green X's = Soft Closure

Red lines = No cars

Green lines = Local traffic only

Food Truck / Popup Locations



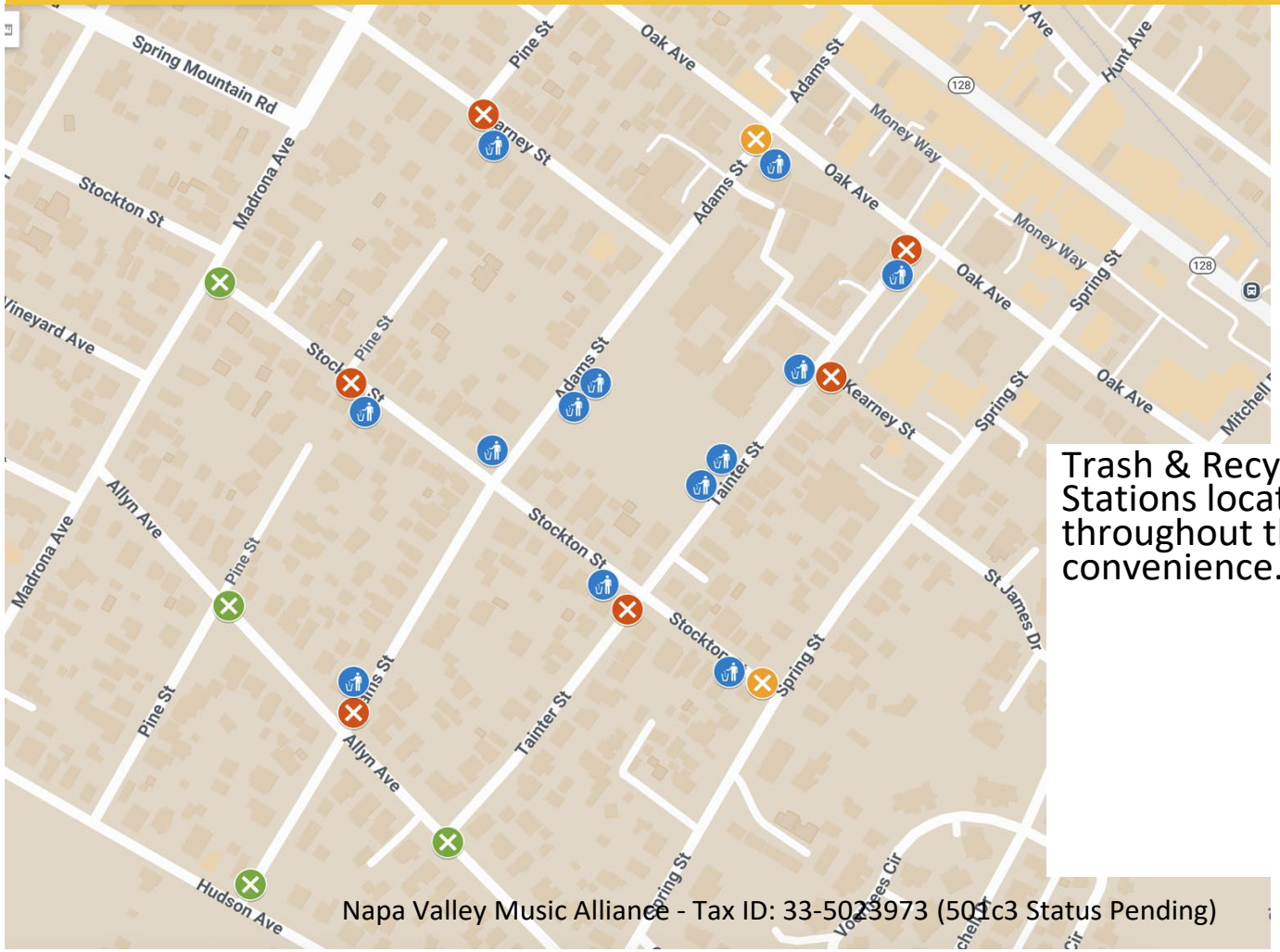
Orange Icons = Food Trucks parked on Carpy Field side of Adams and Tainter

Olive Icons = PopUp Food Vendors

*# of icons does not indicate # of food vendors.

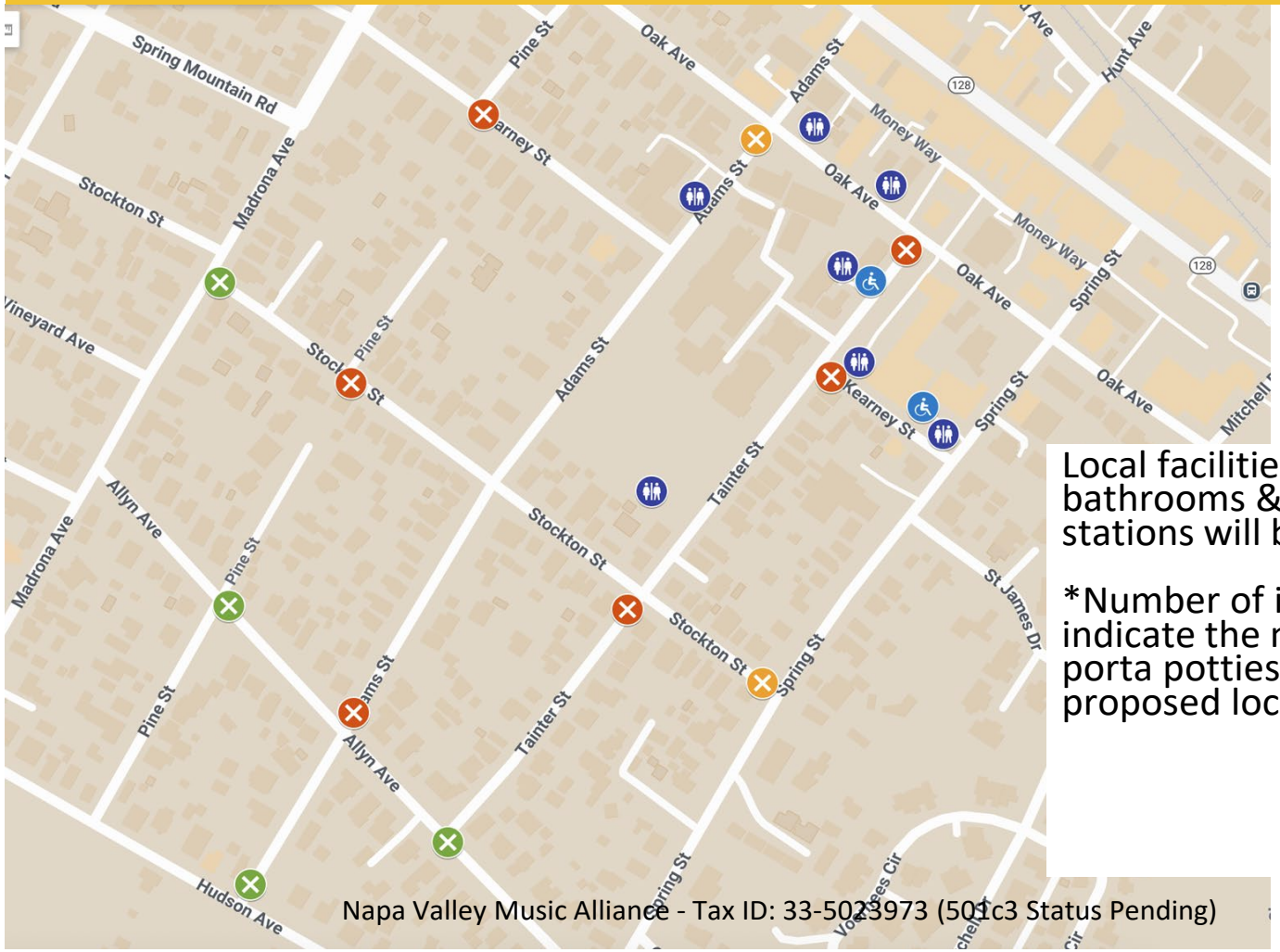
*Locations still TBD

Waste Recycling Management



Trash & Recycling Sorting Stations located throughout the event for convenience.

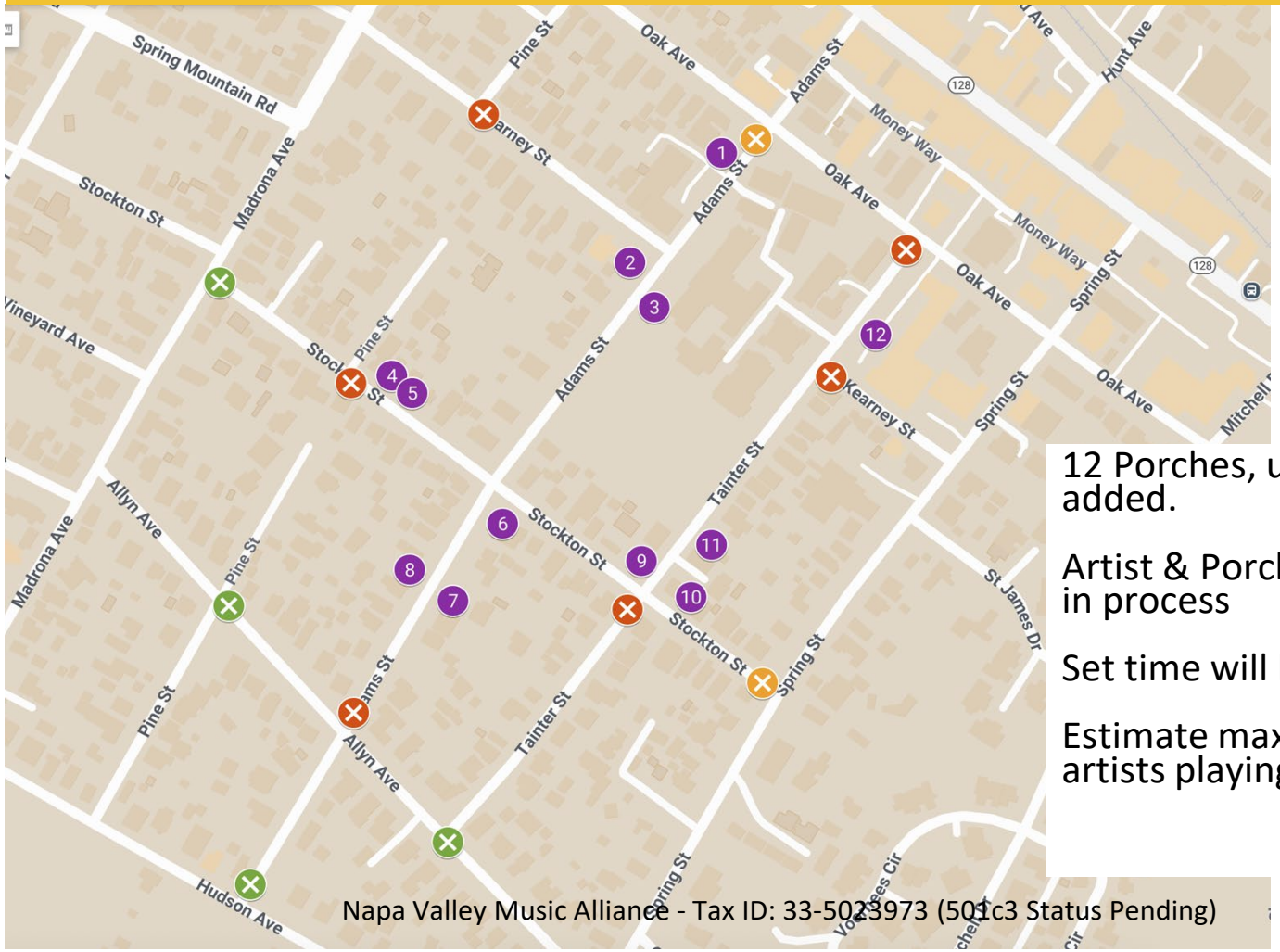
Restrooms



Local facilities & Portable bathrooms & handwashing stations will be provided.

*Number of icons does not indicate the number of porta potties, just proposed locations.

Current Porches



12 Porches, up to 3 may be added.

Artist & Porch selection still in process

Set time will be staggered

Estimate maximum of 6-9 artists playing at 1 time.

Neighborhood Ambassador

What Ambassadors Do:

To foster goodwill, ensure smooth communication, and provide visible support throughout event, via trained neighborhood volunteers.

Role	Duties	Locations
Greeters & Guides	• Offer warm informed hospitality to neighbors and guests • Give directions, answer FAQs	• Entry points, food vendors, near map kiosks
Resident Liaison	• Address concerns in real time • Engage directly with homeowners on route; resolve concerns	• Every block with participating porches
Safety & Flow Monitors	• Watch for crowd build-up, report issues • Monitor key intersections, restrooms and flow areas; politely redirect if needed	• Intersections, closures, and restroom areas • Residential front yards, corner homes
Community Feedback	• Encourage neighbors and attendees to share positive stories, feedback, and suggestions	• All zones

Neighborhood Ambassador

🌟Be a Porchfest🌟 Ambassador!

Volunteer for St. Helena Porchfest -
Sunday Sept, 28, 2025

Join the team that keeps Porchfest
neighborhood-friendly, fun, and safe for all.

🧡**What Ambassadors Do:**

- ✅Greet guests with a smile
- ✅Offer directions and maps
- ✅Gently guide foot traffic
- ✅Check on restrooms and sanitization
- ✅Help protect resident yards
- ✅Answer questions
- ✅Support our Neighbors
- ✅Collect Community Feedback

🕒**Volunteer shifts:**
2 hour time slots between 10 & 6PM

Napa Valley Music Alliance - Tax ID: 33-5023973 (501c3 Status Pending)

Thank you!

Item 11.3 – Porchfest Discussion

Staff is seeking feedback and direction from City Council. Anticipate item returning for formal action on July 22

Sign this Letter of Support for the Inaugural St. Helena Porchfest

Events like PorchFest bring vitality to our neighborhoods, support local artists, and foster unity at a time when many are longing for connection. We're asking you to sign this letter, urging City Council to approve and vote in favor of supporting this special event, which reflects the values and vision of our town.

Letter to City Council
St. Helena City Council
City of St. Helena

Dear Honorable Mayor and Members of the City Council,

I am writing to express my enthusiastic support for St. Helena's first annual PorchFest, a free, community-centered event scheduled for Sunday, September 28th. This thoughtfully planned celebration of music, community, and local talent will highlight St. Helena's charm and strengthen our shared sense of place.

St. Helena PorchFest will feature local musicians performing from historic front porches, offering residents and visitors alike an opportunity to experience live music, neighborhood hospitality, and the spirit of togetherness that makes our town so special. The event will run for approximately four and a half hours and is designed to be walkable, family-friendly, and deeply respectful of our community's needs and concerns.

The organizers have worked diligently for over six months to address all logistics with professionalism and care. They have coordinated with City Staff, Public Works, the Fire Chief, and the Police Department to ensure that traffic control, safety, sanitation, and noise are responsibly managed. Additionally, they have reached out to residents and incorporated community input into their planning process, making this truly a collaborative local effort.

Please consider this letter as my strong endorsement of St. Helena PorchFest. I look forward to attending and celebrating with my fellow community members.

With sincere appreciation,

First and Last Name: *

Rachel Williams

Share additional comments below:

Excited to support community fun!! Thank you!!

This form was created inside of sainthelenaporchfest.com.

Google Forms

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With sincere appreciation,

First and Last Name: *

Ralf Lindner

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Google Forms

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Renee Rolke

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Google Forms

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With sincere appreciation,

First and Last Name: *

Rico Luna

Share additional comments below:

Let’s do it

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Google Forms

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With sincere appreciation,

First and Last Name: *

Robert Monaghan

Share additional comments below:

We love porchfest!

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Sign this Letter of Support for the Inaugural St. Helena Porchfest

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Please consider this letter as my strong endorsement of St. Helena PorchFest. I look forward to attending and celebrating with my fellow community members.

With sincere appreciation,

First and Last Name: *

Ruben Mendez

Share additional comments below:

Excited for this event

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With sincere appreciation,

First and Last Name: *

Shannon Eworonsky

Share additional comments below:

I’m excited about the upcoming porch fest

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With sincere appreciation,

First and Last Name: *

Stan Knight

Share additional comments below:

As a St Helena local, this will be a great addition to our town and builds the sense of community!

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With sincere appreciation,

First and Last Name: *

Susan Arthur

Share additional comments below:

I support porch fest

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With sincere appreciation,

First and Last Name: *

Colleen Gillaspy

Share additional comments below:

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From: Darlene Walsh
To: Public Comment
Subject: [External] prochfest
Date: Thursday, June 19, 2025 3:09:28 PM

Hello I reside at 1457 Stockton Street and have lived in St Helena for 41 years and am 100% in favor of Porchfest. I attended Napa porchfest for over ten years and saw how it brought a community together through music. It will be a great opportunity for neighbors to get to know each other as they gather in the streets for one day.

Darlene Walsh

From: agalbraith94574@gmail.com
To: Public Comment
Subject: [External] Pubic Comment, City Council Meeting, June 24, Agenda Item 11.3 (Porchfest)
Date: Saturday, June 21, 2025 2:18:27 PM

Undersigned is a property owner within 300 feet of the residential area directly impacted by the proposed event. I offer the following:

1. The entity status of Napa Valley Music Alliance is not provided in the Staff Report. Is the Alliance a corporation or a voluntary association? If a corporation, who is on its board? Are any residents of St. Helena? If a voluntary association, who are its controlling members. Are any residents of St. Helena?

2. The Staff Report states that the Alliance has applied for non profit status with the IRS. In consequence, the Alliance to date has not been supported by tax deductible contributions. Are such contributions the contemplated financial support for the Alliance? Does that mean that the Alliance at the moment is a shell corporation? Does it make sense for the City to issue a permit to a shell corporation?

3. Has the City received a financial statement from the Napa Valley Music Alliance? If so, does it show that the Alliance has sufficient assets to cover the City's incremental expenses on a worst case basis? Otherwise, will the City require a bond sufficient to cover its incremental expenses on a worst case basis.

4. Have persons involved with Alliance worked on prior Porchfest festivals in the City of Napa? If so, what is their track record? Are they no longer associated with the annual Napa Porchfest festivals and, if so, why?

5. Do the organizers project that most attendees will come from outside the City of St. Helena?

6. Are the bands generally based outside the City of St. Helena?

7. What is the amount of the permit fee? Does it make sense to waive the fee if the event sponsors are not from St. Helena?

As my questions indicate, I am concerned that the proposed event is not being pushed by residents of St. Helena but rather is being imposed on St. Helenans by outsiders. If that is so, then I do not perceive the event as a local one.

Absent a substantial St. Helena (local) nexus, my strong recommendation is that the Council disallow the event.

Alan Galbraith

Sent from my iPhone

From: agalbraith94574@gmail.com
To: Public Comment
Subject: [External] Supplemental Public Comment, City Council Meeting, June 24, Agenda Item 11.3 (Porchfest)
Date: Sunday, June 22, 2025 12:24:29 PM

Based on its filing with the California Secretary of State, Napa Valley Music Alliance's initial filing date was May 7, 2025. It is a nonprofit corporation (CA-public benefit). Its registered agent is Alton Alexander Weeks. Its principal place of business is the Napa home address of Mr. Weeks. Its corporate identifier is B20250110815.

In supplementation of my initial public comment, it seems clear that the Napa Valley Music Alliance, being new and without IRS nonprofit approval, is at this point in time a shell corporation with little or no financial assets.

Shell or near-shell corporations often have struggles delivering on their commitments. Based on my substantial legal experience with thinly capitalized corporations, I strongly urge the City to deny the requested permit.

Alan Galbraith
Sent from my iPhone

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With sincere appreciation,

First and Last Name: *

Alexandra Meraud

Share additional comments below:

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With sincere appreciation,

First and Last Name: *

Allison Miller

Share additional comments below:

My partner and I, who play in a music duo together, are so excited at the prospect of this event. Ever since Napa stopped doing PorchFest, we have been hoping for an alternative that brings the community of this valley together in the same wonderful way. The team organizing this event is working extremely hard and it would mean a lot to us all to see it come to fruition. Thanks for your time and consideration.

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First and Last Name: *

Amy Carabba on behalf of the St. Helena Chamber of Commerce

Share additional comments below:

The Chamber is proud to support this community event, which not only brings our residents together but also helps strengthen our local economy by showcasing all our destination has to offer to visitors.

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With sincere appreciation,

First and Last Name: *

Annie Schaefer

Share additional comments below:

This great event will bring our community together for a fun family oriented experience!

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First and Last Name: *

Christopher Regalado

Share additional comments below:

My home is on Adams Street in St. Helena, which will likely be a central area of PorchFest activity, and I'm genuinely excited to see this part of our neighborhood come alive with music and connection. I also have family who live on Allyn Street, and they too are fully in support of this event and what it brings to our town. PorchFest is exactly the kind of community-centered gathering that helps build lasting relationships among neighbors and showcases the heart of St. Helena.

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First and Last Name: *

Cindy Collins

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First and Last Name: *

Dennis VanKeuren

Share additional comments below:

Thank you for considering this event. I live in St Helena and am super excited for this event!

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First and Last Name: *

Desirae Luna

Share additional comments below:

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With sincere appreciation,

First and Last Name: *

Eduardo Gutierrez

Share additional comments below:

This form was created inside of sainthelenaporchfest.com.

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From: Elaine Honig
To: Public Comment
Subject: [External] Porch Fest Support
Date: Wednesday, June 18, 2025 6:36:51 PM
Attachments: image002.png

To Members of the City Council,

I am writing to offer my strong support for bringing **Porch Fest** to St. Helena. This kind of community-driven, music-filled event would be an asset to our town and enrich the lives of residents and visitors alike in ways that are both meaningful and lasting.

Porch Fest is inclusive by nature. It's accessible to people of all ages and socio-economic backgrounds, which helps fill a noticeable gap in our local calendar. While St. Helena is known for its exceptional adult-focused and luxury experiences, we offer fewer opportunities that are family-friendly or free to attend. Porch Fest would broaden our appeal and provide a joyful, relaxed atmosphere for everyone.

The event would also **celebrate the best of St. Helena's character and charm.** It puts our hospitality, openness, and community spirit front and center, welcoming others to share in the beauty and charm of our historic neighborhood, which is just beyond Main Street and often not seen by visitors. What better way to show off our historic preservation efforts than by transforming our porches into mini stages for live local music?

Porch Fest would provide new reasons to visit St. Helena that go beyond wine, offering **a fresh, cultural experience** that supports **local musicians and artists,** many of whom are always looking for new platforms to perform. It also invites creative partnerships: Imagine biking the Vine Trail to Porch Fest, grabbing a bite from local restaurants or food purveyors, and supporting nonprofits through beverage tents or other activations.

Most importantly, Porch Fest is a chance to **build community from within.** It invites residents to work together, meet new neighbors, and participate in something uplifting and fun. Yes, it may bring a few hours of logistical inconvenience, but with thoughtful planning around bathrooms, hydration, and foot traffic, the benefits far outweigh any temporary disruption.

Thank you for considering this exciting and inspiring addition to St. Helena. I hope you'll support this celebration of music, community, and creativity.

Warm Regards,

Elaine Honig
1248 Stockton Street

Elaine Honig
Founder & CFO
STUDIO 4Forty
707-479-2055
elaine@studio4forty.com
www.studio4forty.com

STUDIO
4forty
wine
women&shoes
Farm to Table(aux)

From: Dr. Lara Fielding on behalf of Lara Fielding
To: Elaine Honig
Cc: Public Comment
Subject: Re: [External] Porch Fest Support
Date: Thursday, June 19, 2025 6:15:34 AM

To members of the City Council:

I whole heartedly second Elaine Honnig's excellent summary of all the benefits the porch fest would bring to our community.

1450 Allyn Ave

Lara Fielding, Psy.D., Ed.M.
Clinical Psychologist (PSY24351)
Skills Training & Mindfulness-Based CBT
Author: *'Mastering Adulthood: Go Beyond Adulting to Become an Emotional Grownup*."

www.mindful-mastery.com
www.doctorfielding.com

"I can feel guilty about the past, apprehensive about the future, but only in the present can I act. The ability to be in the present moment is a major component of mental wellness." Abraham Maslow

> On Jun 18, 2025, at 6:36 PM, Elaine Honig <elaine@studio4forty.com> wrote:
>
> **To Members of the City Council,**
>
> I am writing to offer my strong support for bringing **Porch Fest** to St. Helena. This kind of community-driven, music-filled event would be an asset to our town and enrich the lives of residents and visitors alike in ways that are both meaningful and lasting.
>
> **Porch Fest is inclusive by nature.** It's accessible to people of all ages and socio-economic backgrounds, which helps fill a noticeable gap in our local calendar. While St. Helena is known for its exceptional adult-focused and luxury experiences, we offer fewer opportunities that are family-friendly or free to attend. Porch Fest would broaden our appeal and provide a joyful, relaxed atmosphere for everyone.
>
> The event would also **celebrate the best of St. Helena's character and charm.** It puts our hospitality, openness, and community spirit front and center,

welcoming others to share in the beauty and charm of our historic neighborhood, which is just beyond Main Street and often not seen by visitors. What better way to show off our historic preservation efforts than by transforming our porches into mini stages for live local music?

Porch Fest would provide new reasons to visit St. Helena that go beyond wine, offering **a fresh, cultural experience** that supports **local musicians and artists,** many of whom are always looking for new platforms to perform. It also invites creative partnerships: Imagine biking the Vine Trail to Porch Fest, grabbing a bite from local restaurants or food purveyors, and supporting nonprofits through beverage tents or other activations.

Most importantly, Porch Fest is a chance to **build community from within.** It invites residents to work together, meet new neighbors, and participate in something uplifting and fun. Yes, it may bring a few hours of logistical inconvenience, but with thoughtful planning around bathrooms, hydration, and foot traffic, the benefits far outweigh any temporary disruption.

Thank you for considering this exciting and inspiring addition to St. Helena. I hope you'll support this celebration of music, community, and creativity.

Warm Regards,

Elaine Honig
1248 Stockton Street

Elaine Honig
Founder & CFO
STUDIO 4Forty
707-479-2055
elaine@studio4forty.com
www.studio4forty.com

<image002.png>

Sign this Letter of Support for the Inaugural St. Helena Porchfest

Events like PorchFest bring vitality to our neighborhoods, support local artists, and foster unity at a time when many are longing for connection. We're asking you to sign this letter, urging City Council to approve and vote in favor of supporting this special event, which reflects the values and vision of our town.

Letter to City Council
St. Helena City Council
City of St. Helena

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The organizers have worked diligently for over six months to address all logistics with professionalism and care. They have coordinated with City Staff, Public Works, the Fire Chief, and the Police Department to ensure that traffic control, safety, sanitation, and noise are responsibly managed. Additionally, they have reached out to residents and incorporated community input into their planning process, making this truly a collaborative local effort.

Please consider this letter as my strong endorsement of St. Helena PorchFest. I look forward to attending and celebrating with my fellow community members.

With sincere appreciation,

First and Last Name: *

Forrest Hill

Share additional comments below:

Bringing local musicians together to share music with the community is a powerful way to foster connection and create shared experiences. Looking forward to having Porchfest in St Helena!!

This form was created inside of sainthelenaporchfest.com.

Google Forms

From: kathleencabernet@gmail.com
To: Public Comment
Subject: [External] Porchfest Sept 28th
Date: Thursday, June 19, 2025 12:53:11 PM

To whom it may concern,
As property owners at 1505 Stockton Street, St. Helena we would like to submit that we are **not** interested in the proposed Porch Fest.

George and Kathleen Myers

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With sincere appreciation,

First and Last Name: *

Christopher Regalado

Share additional comments below:

My home is on Adams Street in St. Helena, which will likely be a central area of PorchFest activity, and I'm genuinely excited to see this part of our neighborhood come alive with music and connection. I also have family who live on Allyn Street, and they too are fully in support of this event and what it brings to our town. PorchFest is exactly the kind of community-centered gathering that helps build lasting relationships among neighbors and showcases the heart of St. Helena.

This form was created inside of sainthelenaporchfest.com.

Google Forms

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With sincere appreciation,

First and Last Name: *

Jerry v Gastelum

Share additional comments below:

I was born and raised in St Helena. I am the bassist for our family band 707. I think it would be awesome to play music in my hometown, give back music that relates to all of us. The last time there was a convivial event was the Friday Nights downtown on Main Street.

This form was created inside of sainthelenaporchfest.com.

Google Forms

June 21, 2025

To: St. Helena Mayor, City Council Members, and City Staff

Re: St. Helena Porchfest – Agenda Item 11.3 – Public Comment

Thank you to David Jahns for doing so much legwork and asking the hard questions to get to the latest staff report presented for Tuesday's City Council meeting. Your hard work and attentiveness to those of us with questions are appreciated.

For the record, I am not opposed to a music event in St. Helena. I am not scared, nor a NIMBY. I am concerned about this specific event moving forward, in our residential neighborhoods.

I made a public comment during the two meetings at the Park and Rec level that the volunteer commission could have done so much of the legwork, answering questions, and solidifying aspects of this event before costing staff, council, and others more time and money. We are in a financial crisis. A big concern of mine, not just now in the proposal stage, but for the event itself.

My questions and concerns are as follows:

1. The proposed Porchfest event needs to be treated as a commercial event in our residential neighborhoods. This is not a city-sponsored event, put on by community organizations. This is a private, currently for-profit, commercial event, seeking closure of residential streets. As stated by the organizers at the Parks and Rec Meeting, Porchfest is a brand, happening all over, countrywide, not in any way unique to Napa County.

   I do not want a commercial event (drawing more people than the population of our town) in our residential neighborhoods. It's not appropriate.

2. The nonprofit entity, Napa Valley Music Alliance (State of California filed May 14, 2025), is still in pending status, as you are aware. Until nonprofit status is approved, this is a for-profit event. "Donations will become tax-deductible upon approval of our 501(c)status," according to the sainthelaporchfest.com website. NOT stated was what the donations and sponsorships are specifically for. Watchdog agencies (BBB Wise Giving Alliance, Charity Navigator, CharityWatch, Guide Star, and the IRS, DOJ, State of California) claim this to be a red flag for donors giving to registered, even pending, non-profits.

3. Please take note of the information provided on the Statement of Information, filed with the state of California, for Napa Valley Music Alliance. This event is being pitched as a community event; however, only one of the five officers lives in our

community/St. Helena. This document is attached. Do you know these organizers? The agent for Service of Process, as well as the CEO's, both, do not have addresses in St. Helena. The precedent here has been set - knowing how we as a community feel about outside developers in our residential neighborhoods (Pacaso), retailers (chains), and corporations (winery and vineyards) coming in, are we comfortable with the idea of large-scale commercial event, being thrown in our residential neighborhoods, closing streets, at the expense of all who live here, *for those building a brand in our neighborhoods*?

4. Speaking of many thousands, also not on the proposal and very limited in the staff report is the *actual* plan for parking. Where is everyone really going to park? Including the residents on the hard closure route? The proposal at Parks and Rec, not the updated staff report, says people will park *outside the zone* and walk in. This needs to be seriously considered, reevaluated, from a trash, bathroom, traffic directing, volunteer, parking limitation, resident not on the route, and enforcement aspect before proceeding as proposed. Fun fact: Residents do get tickets in front of their houses for parking the wrong way.

5. As an advertised non-alcohol event, what additional measures are going to be put in place to enforce this? Volunteers are not officers sworn to enforce the law and drinking in public is against the law.

6. Is the current for-profit organizer able to accept liability for this event? Mentioned in the staff report and for discussion with the council is this incredible aspect that needs to be seriously considered, so less of the liability, if any at all, is on the residents (those wanting to and not waiting to participate). Financially, can our city handle this event? Are the Residents on the hard and soft closure route, hosting or not, prepared with their liability insurance?

7. I cannot emphasize enough the need for an answer on safety, plan, and control. Prior to the Council, we were not aware of the current commitment of our Police and Fire. Is our St. Helena Police in favor of this event, more than just providing feedback? Since we have a small police force, have additional resources been acquired and contracted? Has the Fire Department signed off on this event as proposed, more than just providing feedback? I do not see a recommendation, approval, or final input. I see that extra city staff time is to be paid for by the event organizers. Does this include Police, Fire, and backup?

8. For those who do not want to participate and are on the hard closure streets, who find this to be a nuisance and depriving owners of the right to use their property (a few wrote letters on record), **how will they be compensated**? Nowhere in the staff report or proposal discussions is compensation for residents affected, before, during, or after. Residents do have legal rights to their property during hard closures.

9. At the original Park and Rec meeting for this proposal, I stated during public comment that I spoke to Julianna Inman, Napa County Landmarks Board Member, in 2011, and one of the actual founders of Napa Porchfest, the year it began. I suggested the commission speak to her and get the history of the event, how it came to be, evolved, grew, and with whom. It's worth the time to get the history, facts, if you plan on moving forward.

10. Napa is no longer hosting Porchfest. The Commission did not provide an answer to this question as well. Do you know why, outside of what the local paper and organizers coming to St. Helena are telling you? This event was literally in our backyard (Napa) and is no longer happening. Please find out the inclusive details for yourselves. It's important.

11. All of this brings me to the final point: a for-profit event, in our residential neighborhoods, with a fee waiver request. Waiving permit fees, fees in general, sets a precedent that opens a can of worms that I don't think we are ready for. Free permits for a for-profit event in our neighborhoods should be seriously discussed as a collective body of elected, before going to the City Manager. I would like some of my residential permit fees waived as well. How can I, as a tax-paying, rate-paying, insurance-compliant resident, get this benefit living here?

No, this type of proposal is not 'illegal' according to our city code, but it needs to be considered with a fine-tooth comb and not just for the fun of the event and what it may (or may not) bring to our town, but the safety aspect, control of the event, financial burden, and precedent set in a residential neighborhood, not just with permits, but the event itself. Perhaps these types of requests should be reconsidered as a city code.

Please do not build this plane as it is flying at the expense of our residents, our neighborhoods, city staff, and resources. Sometimes things just need more time, don't add up, or the tone is off (pun intended). For me, this is one of them, and I want to be on record stating so. There are a lot of firsts with this event and little time. I encourage you to do more homework, get more details about the organization, and please seriously consider the impact this will have on our residential neighborhoods. Sadly, this legwork on your part will come at a financial cost for staff. At the last City Council meeting I attended, it was stated that there was so little staff and time, and cost, to find the number of pavers needed to complete the paths at the skate park, how can we afford this?

Perhaps one more year is a good idea with a new route, commercial, and closure map.

I am one who will be affected by this event at my house, on my street, in my neighborhood. Are you?

Thank you for your time, it is appreciated.

Sincerely,
Kim Phinney

BA20251073778

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CA NONPROFIT CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: BA20251073778
Date Filed: 5/14/2025

B3688-8738 05/14/2025 12:51 PM Received by California Secretary of State

Entity Details

Corporation Name	Napa Valley Music Alliance
Entity No.	B20250110815
Formed In	CALIFORNIA

Street Address of California Principal Office of Corporation

Street Address of California Office	1548 NOELLE WAY NAPA, CA 9458

Mailing Address of Corporation

Mailing Address	1548 NOELLE WAY NAPA, CA 94558
Attention	

Officers

Officer Name	Officer Address	Position(s)
Rachael Clark	6500 WASHINGTON ST YOUNTVILLE, CA 94599	Chief Executive Officer
Ernie Schlobohm	576 SEMINARY ST NAPA, CA 94558	Chief Financial Officer
Annie Schafer	3651 PALO VERDE ST. NAPA, CA 94558	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
Glenn Price	1603 DORIS CT. ST. HELENA, CA 04574	Other	Operations Director
Alton Alexander Weeks	1548 NOELLE WAY NA, CA 94558	Vice President	

Agent for Service of Process

Agent Name	Alton Alexander Weeks
Agent Address	1548 NOELLE WAY NAPA, CA 94558

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Alton Alexander Weeks — Signature

05/14/2025 — Date

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Please consider this letter as my strong endorsement of St. Helena PorchFest. I look forward to attending and celebrating with my fellow community members.

With sincere appreciation,

First and Last Name: *

Lorraine (DeeDee) Greeni

Share additional comments below:

I am so glad this is happening. Can't wait!

This form was created inside of sainthelenaporchfest.com.

Google Forms

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With sincere appreciation,

First and Last Name: *

Luis Hurtado

Share additional comments below:

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With sincere appreciation,

First and Last Name: *

Luis Segura

Share additional comments below:

This will be an awesome event for this awesome city!!

This form was created inside of sainthelenaporchfest.com.

Google Forms

From: marissa nokes
To: Public Comment
Subject: [External] Re Porch Fest
Date: Sunday, June 22, 2025 9:52:46 AM

Dear City Council members,
I am a resident and homeowner on Tainter Street. I am very concerned about the safety of our house. The proposed music festival called Porch fest is poorly planned. I am concerned about this being a free event the city will have a tough time guessing how many people will show up. I'm concerned that all the attendees will be drinking alcohol and doing drugs on my street. The event organizers say they will have volunteers allowing homeowners to drive to our house. No thank you, I don't think the safety of my house /property should be jeopardized so we can have a street party. Where will the throngs of people park? How will the City pay extra police and sheriffs to make it a safe event. The event organizer has no liability so all the liability falls on homeowners this is unacceptable. We pay so much every month and now the City might have a music block party with no regard for the safety of our neighborhood. I'm very concerned that my neighborhood will be over run with drunk / stoned festival goers. I do not want people using my front yard as a public bathroom. I'm also concerned with so many streets closed off where will residents park. It will be quite hot that day how far are we supposed to park from our homes. Where will the throngs of people from across the Bay Area all park too. I am also concerned that someone may use this opportunity to try to drive through a crowd and purposely run over people. This is a terrible problem but we as a City should consider how to support our police and sheriffs because they know that this is a true threat in this day and age. I hope as a City council please. Consider all the ramifications this large festival and the negative impact it will have on our residential streets. Please Vote No to Porch Fest. Thank you,
Marissa Nokes
Sent from my iPhone

From: Mary Wilson
To: Public Comment
Subject: [External] Porchfest
Date: Friday, June 20, 2025 2:57:36 PM

I'm responding to the article in the St Helena Star with some questions and comments. I live at 1426 Kearney St, St Helena.
I've previously contacted the organizers about my concerns for exiting and entering my property, and the availability of reserved parking at a different location. I would like some clarification on the details of parking.
*does the city have adequate insurance to cover any damage to my property during the event?
*will professional security be on site for the duration of the event..on my street?
*how will emergency vehicles access Kearney in the event they are needed?
*where exactly will porta potties be located and will they accommodate 1000 or more people?
* will the city realize any revenue?
*Kearney is a hard close…how many porches have agreed to participate? I know the Sweeney's on the corner of Adams and Kearney have agreed, but have any others? If so…why close Kearney?
* As you may know, Kearney has been full of construction and construction trucks for 2 or more years now. The noise is non stop every week day. Those of us that live here, treasure the finally quiet weekends. I feel as though I am being hijacked into participating in a festival not of my choosing. I love music, I love St Helena and I love living on Kearney…..I guess I will need to define myself as a NIMBY!

I might suggest a pivot: how about re branding to an Alley venue and use Money Way?
Or utilize Carpy Field.

Respectfully submitted,

Mary Wilson

Sent from my iPad

Mary Wilson
1426 Kearney St.
St. Helena, Ca. 94574

707-529-4406

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With sincere appreciation,

First and Last Name: *

Oscar De Haro

Share additional comments below:

Yes for Porchfest

This form was created inside of sainthelenaporchfest.com.

Google Forms

From: Erika Opp
To: Erika Opp
Subject: FW: [External] For Council meeting on June 24
Date: Monday, June 23, 2025 1:04:16 PM

From: Leslie Wilks <onesinglespace@aol.com>
Sent: Friday, June 20, 2025 7:04:11 PM
To: Paul Dohring <pdohring@cityofsthelena.gov>; Michelle Deasy <mdeasy@cityofsthelena.gov>; Anil Comelo <AComelo@cityofsthelena.gov>; Dave Jahns <djahns@cityofsthelena.gov>; Rebecca White <rwhite@cityofsthelena.gov>; Aaron Barak <abarak@cityofsthelena.gov>
Subject: [External] For Council meeting on June 24

Dear Mr Paul Dohring, Ms Michelle Deasy, Mr Anil Comelo, Mr Aaron Barak, Mr Dave Jahns, and Ms Rebecca White,

I would like Porchfest to be a lovely event for all in our community. I hope to attend and enjoy, as well. After the Porchfest meeting on June 16th, I was left with more questions on legality, legitimacy and safety. I'm hoping the City Council will address and deliberate the following concerns:

This organization does not yet have a 501(c)(3) permit for their charity designation. Should the City approve this event without it? Is this legal?

Who is responsible for any damage done to the properties in and surrounding the Porchfest event?

Who is responsible if an attendee is hurt on someone's property?
(Those of us with canceled and reestablished homeowners insurance don't want to submit a claim, even if we have no other choice.This puts undue risk to all homeowners.) Will the City take on this responsibility if they approve this event?

Who or what does this charity benefit or support?
Donations are to cover expenses. What if the donations are more than the the event's expenses? Who gets this "extra" money and why?

Where are all the people from out of town going to park?

Will Porchfest's clean up responsibility include the surrounding areas outside the event's specific area?

How did this group get consideration to close St Helena's City streets? Is there a protocol for such a request?

Why isn't this event held closer to Main Street, for our downtown businesses to benefit?

Was the area around the old Police station, Lyman Park, Jacob Meily Park, the short block on Hunt Ave (off Main), the PG&E empty substation lot, or, Library Lane, ever considered as possible music locations?

I think the concept of Porchfest could be a lovely event for our community. However, I question

the current location for this venue. I wish this City Council would consider less detrimental locations which would benefit our hurting downtown businesses.

Thank you for reading this. Hopefully this will help you make a wise and honest decision on how to proceed with the Porchfest plans. I am hoping to attend a safe, sane and fun event, especially benefiting our business community.

Leslie Wilks

Sent from my iPad

From: Graham
To: Erika Opp
Subject: Fwd: [External] No to Porchfest
Date: Monday, June 23, 2025 1:49:28 PM

---------- Forwarded message ---------
From: **Graham** <g.jonessa335an@gmail.com>
Date: Sun, Jun 22, 2025 at 9:19 PM
Subject: No to Porchfest
To: <publiccomment@cityofsthelena.gov>

Dear City Council,

My name is Graham Jones, I live on Kearney Street in the area that's proposed to be a "hard closure". Together with my partner, we have 3 addresses in the affected area, one of which is currently for sale. This is my fourth formal attempt to voice my concerns over the proposed Porchfest event. I have sent multiple emails to City of St Helena leadership and attended the 16 June Parks and Recreation Committee meeting, which was a disappointing display of bias and blatantly undemocratic conduct by committee leaders. I was loathe to learn that there is a husband and wife, Jim Anderson (Vice Chair) and Courtney Andrain (Member), that sit on the committee, albeit under different surnames. This is misleading and most certainly creates an atmosphere of bias and unfair decision making, which was on full display on 16 June. I raised multiple valid concerns that are detailed below, none of which was even attempted to be addressed during the meeting. In fact, it felt like there was no forum for public discourse, as if the decision had already been made by committee members prior to the meeting. This is shameful and belies a larger problem in our local democratic process.

Porchfest is not a new event. In fact, it started in Ithaca, New York in 2007. The City of Napa first hosted Porchfest in 2011, with the last iteration in July 2023. Napa declined to host again, citing that it was not beneficial to the city itself, including downtown businesses. With this in mind, why would St Helena commit to doing something that a larger, more solvent city in the county has declined hosting? If St Helena was serious about using this event to promote downtown, why not situate the locations in areas that would allow attendees to frequent local restaurants and shops instead of bringing in outside food venues in the form of food trucks? All of this belies the fact that is not really a St Helena event for St Helena residents - this is a money making event, obfuscated through tenuous non-profits with questionable status.

Another concern is that one of the event organizers is supposedly a resident of Stockton Street, despite the address provided on the non-profit's articles of incorporation. Why is she not using her own residence and the part of Stockton Street where she lives as part of this event venue? Surely, if she is so community-focused, she'd want her home and neighborhood to participate. This seems

hypocritical.

Lastly, I firmly object to a hard closure on Kearney at Pine Street. It is unfair and unnecessary to close an entire block when there is only one venue on the corner of Kearney and Adams Street. Multiple residents would be stranded in their properties from before 11:00 through potentially late into the evening. This deprives residents of full usage of their properties and creates potential safety issues. There is no reason to put a barrier on an entire block with no venues cited.

Below are some remarks from the 16 June Parks and Recreation Committee meeting that recommended Porchfest to council:

I 100% oppose this event. The organizers have failed to make a compelling argument as to why residents should be deprived of the full usage of their properties for a for-profit event that is exploiting our community. Our private properties are not the appropriate venues for an event that in the past has drawn thousands of attendees. Someone is making money off this event and it's not the residents. Subjecting residents that oppose this event to forced participation is unfair and an invasion of privacy. Additionally, this event was promoted on Napa Life prior to any approvals.

No details have been provided about how the city or event organizers plan to provide event liability insurance for every homeowner and property in the vicinity of this event. This would have to include naming each and every one of the property owners on the supplemental policy that would cover potential problems such as vandalism, fire, and theft. Furthermore, many homeowners in the City of St Helena have had persistent issues obtaining insurance to begin with - having their properties be affected by this event is not something insurers would look on favorably.

The event is supposed to be for the "community" and to promote St Helena. Why not host this event in public spaces where it would most support our local businesses - downtown and in venues such as Lyman Park, that have the ability to host attendees without disturbing residents' privacy.

Further to that point, the organizers are proposing food trucks on Adams Street. Again, if this is an event that aims to promote and support St Helena businesses, why would we allow this? Attendees should be encouraged to purchase their food from our local restaurants, not food trucks from out of the area.

The organizers have proposed that volunteers will help with enforcement. That seems unrealistic. How are volunteers going to protect my personal property from vandalism or theft? What means of enforcement do they have? Will our Police and Fire Departments be able to handle the safety of thousands of attendees, while also protecting our personal property?

On my street, Kearney, they are proposing a "hard closure", essentially locking us into to our area, while allowing people to use it as an entry/exit to the event. Who

will be cleaning the trash that inevitably ends up dumped in our front yards as people pass through?

The organizers have claimed that this event is alcohol free. How will that be enforced? Who is checking people's containers for alcohol at every entry point? How do they intend to control smoking, both cigarettes and marijuana? Keep in mind that it will be the height of fire season. This is a boondoggle.

On both 13 and 27 May, I sent the following email to City of St Helena officials with no response either time:

Dear City of Saint Helena Officials:

I am writing in response to the recent meeting and proposals for Porchfest Saint Helena (Porchfest). While I am supportive of community focused outreach and events, I am concerned that Porchfest is not the right type of event for our community.

On 2 May 2025, a flyer circulated to residents promoting Porchfest indicated the event would be alcohol-free. I find this misleading as there are no details as to how that will be enforced. As a resident who was here during the CHEERS Saint Helena events many years ago, an event that promised to police alcohol use outside of sanctioned venues, I find it disconcerting that Porchfest organizers are making this promise without explaining to residents how they will manage the enforcement or for that matter, provide liability insurance, for the event.

Additionally, Porchfest organizers promise to "ensure the safety of attendees." While this seems like an altruistic statement, in reality I would like to know how Porchfest intends to ensure the safety of residents and their property. Porchfest organizers were already advertising in local publications prior to the public meeting on 5 May 2025, even though they claim the event is for residents and family-friendly. Further, they claim it is not supposed to be like Napa Porchfest, an event that attracted upwards of 10,000 people. Why advertise if you don't intend on attracting crowds? Likewise, if Porchfest is such a great, community-friendly event, why did the City of Napa choose to discontinue hosting?

Furthermore, the organizers have yet to disclose who exactly is benefiting from Porchfest. As it stands, the property owners and occupants in and around the vicinity of the event area seem to be the ones bearing the cost as their properties are most likely to be damaged during the event with no compensation offered. With the extraordinary amount of property tax residents of Saint Helena pay, having a publicly promoted event exploiting residential neighborhoods with no mention of resident's safety and security of their properties, seems like a very cavalier approach to creating community.

As a resident of the west side of Saint Helena, I wholeheartedly object to my neighborhood being both a parking lot and trash receptacle for Porchfest. The organizers have failed to make a compelling argument for why residents should allow interlopers to essentially host a street party for an undisclosed amount of random individuals in locations where property owners bear both the cost and

liability for the event. I hope that City Officials can take a closer look at how disruptive this event will be for the community of Saint Helena.

Thank you for your time. Sincerely, resident, taxpayer, and voter - Graham Jones.

Sign this Letter of Support for the Inaugural St. Helena Porchfest

Events like PorchFest bring vitality to our neighborhoods, support local artists, and foster unity at a time when many are longing for connection. We're asking you to sign this letter, urging City Council to approve and vote in favor of supporting this special event, which reflects the values and vision of our town.

Letter to City Council
St. Helena City Council
City of St. Helena

Dear Honorable Mayor and Members of the City Council,

I am writing to express my enthusiastic support for St. Helena's first annual PorchFest, a free, community-centered event scheduled for Sunday, September 28th. This thoughtfully planned celebration of music, community, and local talent will highlight St. Helena's charm and strengthen our shared sense of place.

St. Helena PorchFest will feature local musicians performing from historic front porches, offering residents and visitors alike an opportunity to experience live music, neighborhood hospitality, and the spirit of togetherness that makes our town so special. The event will run for approximately four and a half hours and is designed to be walkable, family-friendly, and deeply respectful of our community's needs and concerns.

The organizers have worked diligently for over six months to address all logistics with professionalism and care. They have coordinated with City Staff, Public Works, the Fire Chief, and the Police Department to ensure that traffic control, safety, sanitation, and noise are responsibly managed. Additionally, they have reached out to residents and incorporated community input into their planning process, making this truly a collaborative local effort.

Please consider this letter as my strong endorsement of St. Helena PorchFest. I look forward to attending and celebrating with my fellow community members.

With sincere appreciation,

First and Last Name: *

Sarah Price

Share additional comments below:

as a born and raised local in st helena, this seems like a really fun event for the community.

This form was created inside of sainthelenaporchfest.com.

Google Forms

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With sincere appreciation,

First and Last Name: *

Sheila Kay Franks

Share additional comments below:

Hoping this wonderful event comes to our beautiful town!

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Google Forms

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First and Last Name: *

Chris Price

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With sincere appreciation,

First and Last Name: *

Leslie Stanton

Share additional comments below:

I am looking forward to Porchfest!

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Google Forms

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With sincere appreciation,

First and Last Name: *

Mila Holt

Share additional comments below:

It's a great idea and seems well-planned. I'm excited to take part.

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With sincere appreciation,

First and Last Name: *

Chris Myers

Share additional comments below:

Always love to hear some live music-

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First and Last Name: *

Mariam Hansen

Share additional comments below:

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With sincere appreciation,

First and Last Name: *

Bernadette Fay

Share additional comments below:

People love these accessible music events as a way to encourage a sense of community enjoyment. We all need experiences that uplift us when we are faced with so much bad news. Porchfest is a perfect way to bring community together during these divisive times.

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With sincere appreciation,

First and Last Name: *

Jeff Farmer

Share additional comments below:

I am looking forward to hosting music on my porch!

This form was created inside of sainthelenaporchfest.com.

Google Forms

From: Olivia Dodd
To: Public Comment
Cc: Rachael Clark; Shannon Kollasch
Subject: [External] Letter of Support - Porchfest St Helena
Date: Tuesday, June 24, 2025 1:57:57 PM
Attachments: Outlook-ly52d1tt.png

City of St. Helena
City Council
1480 Main Street
St. Helena, CA 94574

Dear City of St. Helena Council Members,

On behalf of Amplifi Napa Valley, I am writing to express our enthusiastic support for the proposed St. Helena Porchfest event.

At Amplifi, our mission is to promote a culturally thriving and connected community through inclusive programming and meaningful experiences. We believe strongly in the power of the arts to bring people together, foster local pride, and create opportunities for all generations to engage with one another. Porchfest aligns beautifully with this mission, offering a unique, grassroots celebration of music and community that is open to all.

We have seen firsthand the positive impact of Napa Porchfest—an event with deep roots in community collaboration and cultural enrichment. The Porchfest board, with its successful track record in organizing the highly regarded Napa Porchfest, brings a wealth of experience, passion, and proven organizational capability. Many of the board members also have longstanding ties to the St. Helena community, making them especially well-positioned to ensure this event reflects the town's values and character.

St. Helena Porchfest promises to be a joyful, family-friendly event that invites residents and visitors alike to explore the town in a new way, experience live music in intimate outdoor settings, and celebrate local creativity. It represents exactly the kind of inclusive, community-centered programming that Amplifi Napa Valley is proud to support.

We encourage the City of St. Helena to embrace this initiative and look forward to seeing the event become a cherished tradition in your community.

Warm regards,

OLIVIA DODD
CEO

EMPOWERING LIVE PERFORMANCE
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w. amplifinapavalley.org | amplifinapavalley.org/es

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Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	June 24, 2025
FROM:	Erika Opp, Administrative Analyst
SUBJECT:	Approval of a resolution appointing applicants to the Active Transportation & Sustainability Committee, Parks and Recreation Commission, Library Board of Trustees and consider leaving the recruitment open for the unfilled terms of office until filled.
RECOMMENDED ACTION:	Staff recommends adopting a resolution appointing applicants to the following committees: Active Transportation Sustainability Committee Library Board of Trustees Parks & Recreation Committee
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	To fill expiring terms of office.
FINANCIAL IMPACT:	There is no fiscal impact.

BACKGROUND:

In May, the City Clerk advertised a recruitment seeking applicants from the community to fill expiring Board, Committee and Commission terms of office. The Board, Committee and Commissions that have expiring terms include the Active Transportation & Sustainability Committee, Parks and Recreation Commission, Planning Commission and Library Board of Trustees.

DISCUSSION:

The recruitment seeking applicants from the community to fill expiring and/or vacant Board, Committee and Commission terms of office will conclude on June 30, 2025. The City received a total of eight applications.

Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council. The City Council convened an applicant interview meeting on June 24, 2025 at 4:00 pm in the cafeteria at Vintage Hall.

The following lists the names of the individuals who have applied for various boards and committees.

Active Transportation & Sustainability Committee

Two regular openings

Two applications were received from Jeff Farmer and John Zimmerman

Library Board of Trustees

Three openings

Five applications were received from Gillian Casey, Jonathan Furuta, Juana Navarro, Elizabeth Neumann and David Ramos

Parks and Recreation Commission

Two openings

One application was received from Julie Jenanyan.

Should Council decide not to appoint someone from the current applicants, staff would re-advertise the recruitment.

Applications can be viewed by request by contacting the City Clerk's office.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution_Boards Commissions and Committees

CITY OF ST. HELENA

RESOLUTION NO. 2025-

Resolution appointing applicants to the Active Transportation and Sustainability Committee, Library Board of Trustees and the Parks and Recreation Commission.

RECITALS

A. There are expiring terms on the Active Transportation and Sustainability Committee, Library Board of Trustees and the Parks and Recreation Commission; and

B. Applications have been received from community members for the openings. Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council; and

C. The recruitment concluded on June 16, 2025. An applicant interview meeting is scheduled to be held on June 24, 2025 at 4:00 p.m.

RESOLUTION

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

Active Transportation and Sustainability Committee

1. _____, and _____ are appointed to the St. Helena Active Transportation and Sustainability Committee filling a two-year term expiring on June 30, 2027; and

Library Board of Trustees

2. _____, _____, and _____ are appointed to the St. Helena Library Board of Trustees filling a two-year term expiring on June 30, 2027.

Parks and Recreation Commission

3. _____, and _____ are appointed to the St. Helena Parks and Recreation Committee filling a two-year term expiring on June 30, 2027 and leaving the recruitment open until the vacant position is filled

Approved at a Regular Meeting of the St. Helena City Council on June 24, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Erika Opp, Acting City Clerk