



Mayor: Alan Galbraith
Vice Mayor: Peter White
City Council: *Sharon Crull
Paul Dohring
Greg Pitts

** Councilmember Sharon Crull will participate by phone
From 1024 East Balboa Blvd.
Newport Beach, CA 92661*

ST. HELENA CITY COUNCIL
REGULAR MEETING
JULY 14, 2015

**5:30 PM CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA**

**6:00 PM REGULAR MEETING
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 voluntarily complete a “Speaker Card” and submit it to the City Clerk BEFORE that portion of the agenda is called. Speaker cards are available on the table in back of the room. Please observe the time limit of three minutes.

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

2. CLOSED SESSION

- a. Conference with Legal Counsel—Existing Litigation; Government Code § 54956.9, subdiv. (d)(1): City of St. Helena v. Pao Lien Hung, Trustee of the Pao Lien Hung Revocable Trust, Pao Lien Hung, an individual, and John Mourraille, an individual, Napa County Superior Court Case No. 26-65665

3. OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (6:00 P.M.)

4. PLEDGE OF ALLEGIANCE

5. ROLL CALL

6. PUBLIC FORUM: Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers 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.

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

- a. Cancellation of the August 25, 2015 City Council meeting, Cindy Black, City Clerk

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

8. Consideration and proposed approval of a resolution approving a contract amendment/Consultant Services Agreement with Jerry Haag, Consulting Planner to provide professional planning services for an additional amount of \$20,000, and for a total contract amount not to exceed \$145,000

CEQA Status: Not a CEQA Project

Lead Staff: Noah Housh, Planning and Community Improvement Director

Recommendation: Adopt

9. Consideration and proposed approval of a resolution approving an agreement with MarinIT to provide information technology services for a total not to exceed amount of \$60,000.00

CEQA Status: Not a CEQA Project

Lead Staff: April Mitts, Finance Director

Recommendation: Adopt

10. Consideration and proposed approval of a resolution approving a contract extension/Consultant Services Agreement with Municipal Resource Group to provide professional planning services for an additional amount of \$40,000, and for a total contract amount not to exceed \$131,500

CEQA Status: Not a CEQA Project

Lead Staff: Noah Housh, Planning and Community Improvement Director

Recommendation: Adopt

11. Second Reading and Adoption of Proposed Ordinance to Amend Chapter 13.04 Water Service System of the St Helena Municipal Code to include Emergency Drought Regulations
CEQA Status: Categorically Exempt, Sections 15269(c) and 15307
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Waive second reading and adopt
12. Recommendation to the Napa County Board of Supervisor’s that St. Helena resident Peter F. Murphy be re-appointed to the Napa County Measure A Financial Oversight Committee
CEQA Status: Not a CEQA project
Lead Staff: Cindy Black, City Clerk
Recommendation: Recommend Re-Appointment
13. Consideration and proposed approval of a resolution approving a two year Marketing and Promotional Services Agreement Between the City of St. Helena and the St. Helena Chamber of Commerce for a Maximum Sum of \$210,000.00 for Fiscal Year 2015/16 with an Annual Review of the Scope of Services and Budget for Fiscal Year 2016/17
CEQA Status: Not a CEQA project
Lead Staff: April Mitts, Finance Director
Recommendation: Adopt
14. Consideration and proposed approval of a Resolution approving a budget adjustment for National Oceanic and Atmospheric Administration (NOAA) fines in the amount of \$25,760 to Fund 561
CEQA Status: Not a CEQA project
Lead Staff: April Mitts, Finance Director
Recommendation: Adopt

NEW BUSINESS

15. Consideration and proposed approval of a resolution approving a three-year Professional Services Agreement with Van Lant & Fankhanel, LLP in the amount of \$29,700 annually for audit services
CEQA Status: Not a CEQA project
Lead Staff: April Mitts, Finance Director
Recommendation: Adopt
16. Consideration and proposed approval of a resolution appointing applicants to various boards, commissions and committees:
- a. Consideration of a resolution appointing one applicant to fulfill the Planning Commission vacancy left by Matthew Heil’s resignation with the term ending June 30, 2016
 - b. Consideration of Resolution appointing and filling four expired terms to the Active Transportation Committee
 - c. Consideration of Resolution appointing and filling three expired terms to the Library Board of Trustees

- d. Consideration of Resolution appointing and filling two expired terms to the Multi-Cultural Committee
- e. Consideration of Resolution appointing and filling one vacant term to the Napa County Mosquito Abatement District
- f. Consideration of Resolution appointing and filling one expired term to the Parks and Recreation Commission
- g. Consideration of Resolution appointing and filling five expired terms to the Sustainability Committee
- h. Consideration of Resolution appointing and filling six expired terms to the Tree Committee

CEQA Status: Not a CEQA project

Lead Staff: Cindy Black, City Clerk

Recommendation: Mayor appointment and Council majority vote approving applicants to various boards, commissions and committees

ADJOURNMENT The next Regular City Council meeting is scheduled for July 28, 2015, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on July 10, 2015.



Cindy Black, City Clerk

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 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <http://cityofsthenana.org> and will be available for public review at the respective meeting.



Report to the City Council
Council Meeting of July 14, 2015

Agenda Section: Consent Calendar

Subject: Consideration of a resolution approving a contract amendment/Consultant Services Agreement with Jerry Haag, Consulting Planner to provide professional planning services for an additional amount of \$20,000, and for a total contract amount not to exceed \$145,000.

CEQA Status: Not a project

Prepared By: Noah Housh, Planning and Community Improvement Director

Approved By: April Mitts, Finance Director/Acting City Manager 

BACKGROUND

The City has the need for limited and “as needed” professional services to assist with the preparation, review and processing of specific planning projects. In response, the City entered into a contract with Jerry Haag for an amount totaling \$125,000 in October 2014, to satisfy this need.

DISCUSSION

The ongoing services provided by Mr. Haag continue to meet the needs of the City. The previous contract with Mr. Haag was for a total not to exceed \$125,000. This amount was dedicated specifically to work on private development projects. The City has a need for additional consulting services to finalize the 2015 General Plan and associated CEQA document. Due to the continued need for planning services related to General Plan adoption, and the performance by Mr. Haag, the Planning Department is recommending an additional contract extension of \$20,000 to finalize the Draft 2015 General Plan and General Plan Environmental Impact Report (EIR).

FISCAL IMPACT

Due to the nature of the work anticipated to be undertaken by Mr. Haag, a majority of the proposed agreement amount will be appropriated from the Planning Department General Plan budget (\$75,000 total). Any other work performed by Mr. Haag will be appropriated from individual project deposit accounts.

RECOMMENDED ACTION

Approve a resolution approving the agreement/contract with Mr. Haag for a total not to exceed \$145,000 (an additional \$20,000) and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment A-Resolution 2015-___ Approving a Consultant Services Agreement with Jerry Haag

Attachment B-Consultant Services Agreement with Jerry Haag

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH JERRY HAAG

RECITALS

- A. The City desires to employ Consultant to furnish professional services on a limited and "as needed" basis in connection with the General Plan and other planning related projects.
- B. Jerry Haag has represented that he has the required experience, expertise and qualifications to perform the required duties.

RESOLUTION

Now, Therefore, the City Council of the City of St. Helena hereby resolves as follows:

- 1. The City Council approves the contract extension with Jerry Haag for an additional \$20,000, and for a total contract amount not to exceed \$145,000, and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 14, 2015, by the following vote:

Mayor Galbraith: _____
 Vice Mayor White: _____
 Councilmember Crull: _____
 Councilmember Dohring: _____
 Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Attachment B

AMENDMENT NO. 2 TO AGREEMENT FOR CONSULTANT SERVICES WITH JERRY HAAG

THIS Amendment No. 2 to Jerry Haag Agreement, made and entered into on July 14, 2015, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Jerry Haag (Consultant).

RECITALS:

- A. The parties entered into an Agreement for consulting services on April 26, 2011.
- B. This agreement was amended in 2014, to provide additional services for a total amount not to exceed \$125,000. This contract was primarily intended for work on the Hunter Subdivision.
- C. The parties wish to amend this Agreement to increase the maximum amount of the agreement to \$145,000 and to expand on the provided services to also include work on the City of Saint Helena General Plan and General Plan Environmental Impact Report (EIR).

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Proposal to Provide Consulting Services", attached hereto and made a part hereof. Total compensation shall not exceed \$145,000 (\$20,000 beyond the agreement in Amendment No. 1) unless additional compensation is approved in accordance with Section 2.

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

Consultant:

City:

By: _____

By: _____

Name: _____

Name: Jennifer Phillips

Title: _____

Title: City Manager

Approved as to form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

June 29, 2015

Mr. Noah Housh, Planning Director

City of St. Helena

1480 Main St.

St. Helena CA 94574

Subject: Proposal to Provide CEQA Services—General Plan EIR

Dear Mr. Housh:

Thanks for contacting me to assist the City in completing the General Plan EIR. As you are aware, A Draft and Final were prepared in 2010. Since then, there have been changes proposed in the General Plan that necessitate a number of changes in the EIR to ensure consistency between the General Plan and EIR prior to certification of the EIR.

My proposal is to work closely with you and City staff to complete the necessary revisions to the EIR in order to create a legally defensive document so that the updated General Plan can be adopted. My work effort will include making changes to the existing EIR in a Word/"track changes" format for review by the City Attorney. I can also assist with preparation of the Notice of Preparation, Responses to Comments, staff reports and resolutions as necessary to expedite actions by the Planning Commission and City Council.

I will complete the above work at the direction of the City staff at an hourly rate of \$115 to a maximum amount of \$20,000. Any Other Direct Costs needed to complete an updated General Plan EIR will be billed "at cost" with no mark-up.

I am ready to commence work on this important project following Council approval of an agreement.

As always, I look forward to continuing my service to the City of St. Helena.

Sincerely,

Jerry Haag

Jerry Haag

Principal



Report to the City Council
Council Meeting July 14, 2015

Agenda Section: Consent

Subject: Consideration of Resolution approving an agreement with MarinIT to provide information technology services for a total not to exceed amount of \$60,000.00

**CEQA Status
or Action:** Not a CEQA Project

Prepared By: April Mitts, Finance Director/Acting City Manager

Approved By: April Mitts, Finance Director/Acting City Manager

DISCUSSION

The City has contracted with MarinIT for the past three years to provide 24/7 network support as well as workstation/desktop maintenance. The City has been satisfied with the services provided and wishes to contract again with MarinIT for period of one year beginning July 1, 2015 through June 30, 2016. An informal solicitation of proposals was conducted in 2010 and MarinIT was selected from this process.

FISCAL IMPACT

Funds for this agreement in the amount of \$60,000.00 were included in the FY 2015-16 Adopted budget in Non-Departmental budget –101/561/571-4000-2130.

RECOMMENDED ACTION

Approve the Resolution approving the Agreement with MarinIT for a total not to exceed amount of \$60,000.00 and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

- Attachment A - Resolution Approving a Consultant Services Agreement with MarinIT
- Attachment B - Consultant Services Agreement with MarinIT

CITY OF ST. HELENA
RESOLUTION NO. _____

APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH MARIN IT

RECITALS

- A. The City desires to hire a Consultant to furnish professional services on a limited and "as needed" basis in connection with information technology support services; and
- B. MarinIT has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

- 1. The City Council approves the Agreement with MarinIT for a total not to exceed amount of \$60,000.00; and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 14, 2015 by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Attachment B

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on _____, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and MarinIT (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services on a limited and “as needed” basis in connection with information technology support services.
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

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

SECTION 1 – BASIC SERVICES

- A. Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** incorporated into this Agreement, defining further the scope of Consultant’s scope of Services hereunder.
- B. Complementary Construction. This Agreement and its Exhibits are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing City with the broader scope of services shall have precedence.
- C. Modifications. Exhibit A may not supplement, contradict or qualify the terms of this Agreement, except as listed below and initialed by the City Manager or the City Attorney.

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

- A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A “Scope of Services”**, attached hereto and made a part hereof.

Total compensation shall not exceed \$60,000.00 unless additional compensation is approved in accordance with Section 2.

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

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

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

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

E. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

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

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of Consultant's breach of this Agreement and/or any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such breach and/or such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct. In addition, Consultant shall have no responsibility or liability for the selection, retention or acts and/or omissions of third parties retained by the City.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contactor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: MarinIT
366 Bel Marin Keys Blvd., Suite D
Novato, CA 94949

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

SECTION 19 – TERMINATION

A. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice. If such notice is given, Consultant shall cease immediately all work in progress.

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes

all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS [HIRING OF PERSONNEL]

The City will not recruit any personnel assigned by Consultant to perform any services of any kind until one year after the completion of the applicable services, including initiating personal contact for the purpose of hiring, but not including responding to unsolicited applications.

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

Consultant:

City:

By: David Cooper
Name: DAVID COOPER
Title: OWNER

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

By: _____
Name: Thomas B. Brown
Title: City Attorney



366 Bel Marin Keys Blvd
Suite D
Novato, CA 94949
415.842.3275 Tel
415.842.3270 Fax

www.marinit.com

Information Technology Support Agreement - 7/1/2015 to 6/30/2016

Project: Network Support
From: David Cooper
Date: June 11, 2015

To: Jennifer Phillips
1480 Main Street
St. Helena, CA 94574

Jennifer,

Marin IT, Inc. is pleased to provide you with our proposal to perform 24x7 network support as well as workstation / desktop maintenance for the City of St. Helena.

Marin IT, Inc Responsibilities

As part of this agreement it is our understanding that we will be responsible for any support required for the City of St. Helena to continue daily operations including but not limited to:

- Desktop virus software updates / maintenance
- Maintenance of desktop OS patches
- Local user account maintenance
- Hardware maintenance – Not including equipment, or replacement parts
- Mail client support
- VPN client support (If applicable)
- Firewall maintenance
- Router & Switch configuration / maintenance
- Assistance with installation of new equipment / applications
- Monitor local backup systems – Suggest corrective measures if system not functioning correctly
- Local windows domain maintenance (If applicable) including local name resolution, server troubleshooting, and assistance of local security policies
- Availability to assist with design and integration of new applications into local network – Example scheduling software, credit card processing
- Desktop / Misc. troubleshooting

Marin IT technicians are expected to work with the City of St. Helena in supporting the network.

- Marin IT will provide a ticketing system to log and track all service requests
- For an additional charge Marin IT will provide a 24 hour pager number to reach technicians in the event of system failure after hours. Once a page is received, a

Marin IT, Inc. Proprietary & Confidential

City of St. Helena - Technology Support

technician will return the call as soon as possible, and no later than 1 hour after the page is received.

In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated City of St. Helena representative prior to proceeding with the work.

The designated lead MarinIT support technician for the City of St. Helena will be Anthony Biasi. Anthony's responsibilities will be to co-ordinate support services for the City as well as delegate tasks to other Marin IT support personal as needed.

Client Responsibilities

- All client and server software licenses associated with this agreement will be obtained & managed by the end user
- The City of St. Helena will be responsible for communicating needs & changes thru the designated representative / channels only.
- Client/building tenants are responsible for providing any client access devices, laptops, MDC, smart phones, pda's, etc.

Change / System Upgrade Process

- Discuss the need for the change in scope
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- This agreement includes supporting IP connectivity to all City of St. Helena locations to support facilities operations.
- This agreement can be amended (if applicable supplemental agreement can be produced) to include phone system support assuming Marin IT is factory authorized dealer of the system installed.

Pricing/Rate Schedule/Invoicing

This proposal is meant to provide support for the City of St Helena but does not include special projects. Any additional projects will be chargeable at the discounted rate described below or at standard Marin IT billing rates. This agreement does not include hardware. Any equipment which will be needed to perform any maintenance tasks is not included and can be provided by Marin IT, Inc., for additional cost.



Our total charge for this service will be \$60,000 broken into 12 monthly payments of \$5,000. This rate includes 12 hours of regular on-site service each week during the term of the agreement. Hours for support services in excess of the regularly scheduled hours will be invoiced at a discounted rate of \$105 per hour (Marin IT's standard rate for support services is \$125 per hour). The rates noted here are for work during normal business hours (Monday through Friday between 8:00 AM and 6:00 PM). Rates for overtime, nights, weekends or holidays will be billed at 1 ½ times the regular rate. Rates for special projects (not covered under the scope of this agreement) will be at Marin IT's standard rates for the specific type of project, which range from \$110 to \$250 per hour.

Payment shall be made within 30 days of the date of invoice. Invoices will include the date of service and a description of the services rendered. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Warranties and Limitations of Liability

Warranties. Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS.

Limitation of Liability. CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY

MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.



Termination of Agreement

- **Discretionary.** After the first 6 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
- **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.
- **Return of Documents.** Upon termination, any and all documents or materials provided to Marin IT and any and all of Marin IT documentation and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the designated City of St. Helena representative as soon as possible, but not later than thirty (30) days after termination.

Non-Solicitation

During the term of this agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit away employees or consultants of the other party.

Thank you for your consideration,

David Cooper

Marin IT, Inc.

Accepted By: _____

Name: _____

Date: _____

Marin IT, Inc. Proprietary & Confidential



Report to the City Council
Council Meeting of July 27, 2015

Agenda Section: Consent Calendar

Subject: Consideration of a resolution approving a contract extension/Consultant Services Agreement with Municipal Resource Group to provide professional planning services for an additional amount of \$40,000, and for a total contract amount not to exceed \$131,500.

CEQA Status: Not a project

Prepared By: Noah Housh, Planning and Community Improvement Director

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The City has the need for limited and “as needed” professional services to assist with the preparation, review and processing of specific planning projects, including the General Plan. In response to this need, the City entered into a contract with Municipal Resource Group (MRG) for an amount totaling \$64,000 in June 2014, to satisfy this need. This original contract was then extended again in November 2014, for an amount not to exceed \$91,500.

DISCUSSION

The ongoing services provided by MRG continue to meet the needs of the City. The previous contract with MRG was for a total not to exceed \$91,500. As of June 2015, the contract amount of \$91,500 has been expended to cover the contract work of Victor Carniglia. Due to the continued need for planning services (primarily related to General Plan adoption) and the excellent performance by MGR staff, the department is recommending an additional contract extension of \$40,000 to finalize the Draft 2015 General Plan, the General Plan Environmental Impact Report and assist with other ongoing development projects.

FISCAL IMPACT

Due to the nature of the work anticipated to be undertaken by MRG, a majority of the agreement amount will be appropriated from the Planning Department General Plan budget while other portions are expected to come from individual project deposit accounts.

RECOMMENDED ACTION

Approve a resolution approving the agreement/contract with Municipal Resource Group for an additional \$40,000, for a total contract amount not to exceed \$131,500 and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment A-Resolution 2015-___ Approving a Consultant Services Agreement with Municipal Resource Group

Attachment B-Consultant Services Agreement with Municipal Resources Group

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH MUNICIPAL RESOURCES GROUP

RECITALS

- A. The City desires to employ Consultant to furnish professional services on a limited and "as needed" basis in connection with the General Plan and other planning related projects.
- B. Municipal Resources Group has represented that they have the required experience, expertise and qualifications to perform the required duties.
- C. The parties entered into an Agreement for consulting services on June 6, 2014 not to exceed \$34,000.
- D. Per resolution 2014-67 this agreement was first amended on October 14, 2014 to provide additional services for a total amount not to exceed \$64,000.
- E. Per resolution 2014-87 the agreement was again amended on November 25, 2014 to provide additional services to not exceed \$91,500 due to an unsuccessful August 2014 recruitment for a Planning and Community Improvement Director.

RESOLUTION

Now, Therefore, the City Council of the City of St. Helena hereby resolves as follows:

- 1. The City Council approves the third amendment and contract extension with Municipal Resource Group for an additional \$40,000, and for a total contract amount not to exceed \$131,500, and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on (date), by the following vote:

Mayor Galbraith: _____
 Vice Mayor White: _____
 Councilmember Crull: _____
 Councilmember Dohring: _____
 Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**AMENDMENT NO. 3 TO
AGREEMENT FOR CONSULTANT SERVICES WITH MUNICIPAL RESOURCE
GROUP**

THIS Amendment No. 1 to Municipal Resource Group "MRG" Agreement, made and entered into on July 14, 2015, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Municipal Resource Group (Consultant).

RECITALS:

- A. The parties entered into an Agreement for consulting services on June 6, 2014 not to exceed \$34,000.
- B. Per resolution 2014-67 this agreement was first amended on October 14, 2014 to provide additional services for a total amount not to exceed \$64,000.
- C. Per resolution 2014-87 the agreement was again amended on November 25, 2014 to provide additional services to not exceed \$91,500 due to an unsuccessful August 2014 recruitment for a Planning and Community Improvement Director.
- D. The parties wish to amend this Agreement to increase the maximum amount of the agreement to \$131,500 and to provide services to finalize the Draft 2015 General Plan, the General Plan Environmental Impact Report and assist with other ongoing development projects.

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Proposal to Provide Consulting Services", attached hereto and made a part hereof. Total compensation shall not exceed \$131,500 (\$40,000 beyond the agreement in Amendment No. 2) unless additional compensation is approved in accordance with Section 2.

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to form:

By: _____
Name: Thomas B. Brown
Title: City Attorney



PROJECT PROPOSAL
CITY OF ST. HELENA
PLANNING SERVICES ASSISTANCE

I. PROJECT SCOPE

The City of St. Helena engaged Municipal Resource Group to assist it in processing an update to the City's General Plan, process planning applications, provide professional input on planning matters and provide training to planning staff. The original agreement between the City and Municipal Resource Group was executed in June and amended in October 2014. The purpose of this agreement is to extend the professional services agreement through December 31, 2015.

The City has requested Municipal Resource prepare a Proposal to continue assisting the City with its planning activities on a limited and an 'as-needed' basis to project process development projects. This Proposal assumes that the planning consultant will provide assistance to the City at the rate of \$95.00 per hour rate for the period beginning upon execution of an agreement between Municipal Resource Group and the City of St. Helena. The proposed hourly rate is inclusive of travel and subsistence and this proposal assumes provision of approximately 20 hours per week of planning services during the engagement.

By execution of a Professional Services Agreement for this Project with Municipal Resource Group, the City of St. Helena agrees that Municipal Resource Group and its consultants are independent contractors. Accordingly, the client and Municipal Resource Group agree as follows:

- The client does not have the right to control the manner and means of accomplishing the result desired. Also, that the client will not exercise control over the manner and means of accomplishing the Project results.
- Municipal Resource Group and its consultants are engaged in distinct occupations and business.
- The work to be performed by Municipal Resource Group and its consultants is to be conducted by specialists without client supervision.
- Municipal Resource Group and its consultants possess the skills in distinct occupation required for this Project.
- Municipal Resource Group and its consultants will supply the instrumentalities, tools and place of work necessary to accomplish the Project.
- The Project is to be completed within a finite period of time.
- The method of payment is by the job, on a Project basis, and for convenience may be invoiced on a progress billing basis.



- a) The work that is to be performed is specialized and not part of the client's regular business.
- b) Based on these factors, the client, Municipal Resource Group and its consultants believe the relationship to be that of an independent contractor.

II. PROJECT OBJECTIVES

The objectives of the project include:

1. Provision of professional planning assistance on an as-needed basis;
2. Processing the City's General Plan and Hunter Subdivision
3. Attendance at City Planning Commission and City Council meetings on an as-needed basis.

III. SCOPE OF SERVICES

The Municipal Resource Group consultant will work under the direction and at the discretion of the City Manager and/or the Director of Planning and Community Development. The consultant will provide professional planning assistance, planning training and mentoring to select City staff, process select planning projects and attend City Planning Commission and City Council meetings.

IV. PROJECT TIMING

The Project is projected is estimated to last for approximately 6 months on an intermittent basis.

V. PROJECT BUDGET

Based on the scope of work, the proposed project budget is on an as-used and not to exceed maximum of \$40,000.00 which includes all consultant costs and reimbursable expenses.

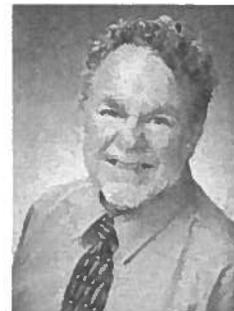
Consultant Services are invoiced on an hourly basis according to staff hourly rates. Invoices are processed monthly.



VI. QUALIFICATIONS

Victor Carniglia– Planning Services

Victor Carniglia brings to the Municipal Resources Group a wide range of planning skills and experience, having worked as a planner at the municipal level in a variety of positions and locales. During his 30 plus-year career, Victor has had the opportunity to work on virtually every facet of the planning profession, from leading a number of comprehensive General Plan updates, to serving in the planning “trenches” during the various development “booms” that have swept over California in the past decades.



In addition to his wide range of technical skills, which includes relevant education and experience in fields key to successful planning, including civil engineering, landscape architecture, land use law, and environmental regulations, Victor’s focus on identifying and creatively exploring all feasible options and possibilities to ensure a successful project outcome is what sets him apart from other planners with a similar background and career tenure.

Victor began his planning career upon graduating with a Bachelor’s degree in Environmental Planning and Management from the University of California, Davis in 1973, at which time he was hired as a planner by the Bechtel Corporation to assist in designing a new town proposed in the Middle East. After working for Bechtel, Victor was presented in 1975 with an opportunity to join the Peace Corps and travel to central Venezuela to fill a challenging position in a mid-sized city by the name of Acarigua. In Venezuela, Victor worked for two years preparing plans and drafting sewer and water infrastructure systems. Upon returning to the United States, Victor was hired by the City of Santa Rosa as an Assistant Planner. His work in Santa Rosa was followed in 1980 by a position with the City of Irvine, where Victor worked as both an Associate and Senior Planner.

Wishing to return to Northern California, Victor was offered a position by the City of Antioch as a Senior Planner in 1985. He accepted that position and was subsequently promoted to Deputy Director of Community Development for that City. In Antioch, Victor found a long-term professional “home,” where he served a long and satisfying career lasting just short of 25 years, retiring from the City of Antioch in 2009. After retirement, Victor worked part time for Antioch on a number of special projects from 2009 to 2012. In 2012 Victor joined Municipal Resource Group.

VII. CONCLUSION

Municipal Resource Group greatly appreciates the opportunity to offer this Proposal to continue its services to the City of St. Helena.

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Report to the City Council
Council Meeting of July 14, 2015

Agenda Section: Consent Calendar

Subject: Second Reading and Adoption of Proposed Ordinance to Amend Chapter 13.04 Water Service System of the St Helena Municipal Code to include Emergency Drought Regulations

CEQA Status: **Categorically Exempt, Sections 15269(c) and 15307**

Prepared By: Jennifer Tuell, Water Conservation Coordinator
Steven Palmer, PE, Director of Public Works/City Engineer

Approved By: April Mitts, Finance Director/Acting City Manager 

BACKGROUND

Beginning in January 17, 2014 the Governor issued a Proclamation of a State of Emergency and has most recently issued Executive Order B-28-14, continuing the State of Emergency.

In response to the Governor’s proclamations, the State Water Resources Control Board (SWRCB) adopted mandatory water conservation regulations that were adopted on July 15, 2014. These regulations prohibited the following for all water users in California:

- The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- The application of potable water to driveways and sidewalks;
- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;

The City amended its municipal code to reflect these mandatory water conservation measures on August 26, 2014.

On March 17, 2015, the SWRCB re-authorized the previous mandatory water conservation regulations and required the following additional water conservation practices:

- Prohibit the application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- Prohibit the serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
- To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language; and
- To promote conservation, limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two (2) days per week.

On April 1, 2015 Executive Order B-29-15, which, in part, directed the SWRCB to impose more stringent restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016 as compared to 2013. Per the State Water Resources Control Board May 5, 2015 resolution, the new emergency regulations include:

- Prohibit irrigation with potable water of ornamental turf on public street medians;
- Require drip or microspray irrigation for newly constructed homes and buildings;
- Limit outdoor irrigation utilizing potable water on ornamental landscapes or turf to no more than two days per week;
- Require City to submit a report to the SWRCB by December 15, 2015 which reports total potable water production by month from June through November 2015, and total potable water production by month from June through November 2013; or confirmation that the City limited outdoor irrigation of ornamental landscapes or turf with potable water by its customers to no more than two days per week.

On April 28, 2015 the St. Helena City Council adopted an uncodified Interim Urgency Ordinance Prohibiting Certain Activities that Waste Water and implemented Mandatory Restrictions on Outdoor Irrigation to Promote Water Conservation.

DISCUSSION

The introduction and first reading of this Ordinance was heard by the City Council on June 23, 2015.

The Ordinance is being presented to Council a second time for adoption. It will take effect and be in force 30 days after its adoption.

Ordinance

The SWRCB issued the final Emergency Regulations by Resolution No, 2015-0032 "To Adopt an Emergency Regulation for statewide Urban Water Conservation." Staff has reviewed the new regulations and prepared this additional ordinance for City Council action.

The Interim Urgency Ordinance adopted on April 28, 2015 included the following water conservation regulations:

- Prohibit the application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- Prohibit the serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
- To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language; and
- To promote conservation, limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two (2) days per week.

Additionally, the existing City Code already included the following regulations:

- The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- The application of potable water to driveways and sidewalks; and
- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

This Ordinance will codify all the regulations included in the interim urgency ordinance as well as the following additional provisions:

- The Director of Public Works shall specify the two days per week in accordance with the needs of any geographical area within the City.
- No person shall use potable water to irrigate landscaping between the hours of 8:00 a.m. and 8:00 p.m.
- No person shall use potable water to irrigate ornamental turf on public street medians.
- Irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements

established by the California Building Standards Commission and the Department of Housing and Community Development.

Environmental

This Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the statutory exemption set forth in Section 15269(c) (specific actions necessary to prevent or mitigate an emergency) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this ordinance is a direct response to the State's Emergency Regulation, and pursuant to the categorical exemption set forth in Section 15307 (actions by regulatory agencies for protection of natural resources) because the SWRCB has mandated that St. Helena, as a distributor of a public water supply, protect and conserve the natural resource of water during the severe drought.

FISCAL IMPACT

The City will incur additional costs associated with enforcement. This work will be coordinated and performed by the Water Conservation Coordinator, and funded from the water rates. Violations of this ordinance are punishable by a fine of up to \$500 for each day in which the violation occurs. To date, the City's customers have been very responsive to water conservation requirements and voluntary compliance has been effective.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena waive further reading and adopt an ordinance to amend Chapter 13.04 of the St Helena Municipal Code to include Emergency Drought Regulations.

ATTACHMENTS

1. Ordinance

Attachment 1

CITY OF ST. HELENA

ORDINANCE NO. 2015-5

AMENDING CHAPTER 13.04 (WATER SERVICE SYSTEM), ARTICLE 2 (WATER SHORTAGE EMERGENCIES) OF THE ST. HELENA MUNICIPAL CODE TO FULFILL THE STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO. 2015-0032: EMERGENCY REGULATIONS FOR STATEWIDE URBAN WATER CONSERVATION

The City Council of the City of St. Helena does hereby ordain as follow:

SECTION 1: Chapter 13.04 (Water Service System), Article 2 (Water Shortage Emergencies), is amended to read as follows (deletions indicated by strike-through and additions indicated by underline):

Chapter 13.04 WATER SERVICE SYSTEM

Article 2 Water Shortage Emergencies and Drought

Sections:

- 13.04.220 Procedure for establishing water emergency phases.
- 13.04.230 Phase I water regulations.
- 13.04.240 Phase II water regulations.
- 13.04.250 Phase III water regulations.
- 13.04.270 Termination of water emergency phases.
- 13.04.280 Exception permits.
- 13.04.290 Noncompliance with mandatory water conservation measures.
- 13.04.300 Violation hearings.
- 13.04.310 Violation—Misdemeanor.

Article 2

Water Shortage Emergencies and Drought

13.04.220 Procedure for establishing water emergency phases.

At any time that the city council finds and determines that a water shortage emergency condition exists within the criteria of Sections 13.04.230 through 13.04.250, and that it is necessary to limit usage by the customers of the

municipal water department, the city council shall adopt a resolution setting forth the applicable phase. As soon as is practicable after adoption of such resolution, the city clerk shall cause to be published at least once, in a newspaper of general circulation published and circulated in the city, a notice declaring the establishment of such regulatory phase. Such notice shall set forth the limitations of water use applicable to the particular phase being established and shall further declare that violations of such limitations are punishable in accordance with the provisions of Sections 13.04.290 and 13.04.310. The establishment of a particular phase shall be completed and effective at midnight of the day on which the newspaper containing such notice is distributed.

Whenever the cumulative rainfall for the current water year (beginning November 1st) is less than the median amount for the same time period, the director of public works shall report at least monthly to the city council and recommend whether the city should enter into a water shortage phase, and if so, which phase is recommended. ~~(Ord. 11-7 (part); Ord. 02-7A § 1 (part); prior code § 18.23).~~

At any time the State of California may require the City to conform with emergency drought regulations. Notwithstanding any other provisions of this article, the City Council may, at the recommendation of the Director of Public Works, activate a water shortage phase as a means of compliance with emergency drought regulations adopted by the State.

13.04.230 Phase I water regulations.

A. The criteria for establishing Phase I shall be any or all of the following:

1. The supply/usage balance, as calculated at the beginning of the fiscal year, is in deficit;
2. The volume of water to be delivered by the city of Napa in any fiscal year will not exceed four hundred (400) AF;
3. The volume of water anticipated to be available prior to the next November 1st, as determined by the director of public works, is not sufficient to meet projected demand through November 1st without demand reduction measures being implemented; or

4. Conditions requiring the establishment of a Phase II water emergency, as determined by the director of public works, appear to be imminent.

B. During the Phase I water emergency, the following mandatory conservation measures by customers of the department shall be enforced by the department and publicized by the city:

1. All customers must be in compliance with all water use efficiency requirements of Chapter 13.12 (Water Use Efficiency and Use Guidelines). If a customer is found to be out of compliance with any part of Chapter 13.12 or provisions of these water shortage emergency requirements, the customer must immediately install the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions to bring about full compliance.

2. All customers are prohibited from expanding or installing new water-using appliances, plumbing or improvements, such as lawns, gardens, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal units where the installation may result in an increase in water use. Replacement of existing appliances, plumbing, or improvements shall be allowed only if the change can be documented to the satisfaction of the director of public works to result in more efficient water using fixtures or systems.

3. Any new water connection for new development must offset new demand by an amount of water equal to the new demand on the city water system using the methodology defined in Section 13.12.050. The offset must be clearly demonstrated, to the satisfaction of the director of public works.

4. The application of potable water to any driveway or sidewalk is prohibited, unless conditions of public health hazard are documented.

5. Using a hose that dispenses potable water to wash a motor vehicle is prohibited, unless the hose is fitted with a shut-off nozzle.

6. Customers shall install new landscaping in existing or new development that is water efficient within the meaning of the water efficient landscape ordinance.

7. Customers shall cease the operation of air-cooling outdoor misting systems using treated water supplied by the city, unless on a timer.
8. Using potable water to water outdoor landscapes in a manner that causes runoff to adjacent property, nonirrigated areas, private and public walkways, roadways, parking lots or structures is prohibited.
9. Using potable water in a fountain or decorative water feature is prohibited, unless the water is part of a recirculating system.
10. Withdrawing water from fire hydrants, except for fire fighting, fire fighting training, and water system maintenance purposes, is prohibited;
11. Use of water for cleaning streets during or following construction activities; flushing storm drains; and flow testing for fire sprinkler design is prohibited, except as approved by city director of public works;
12. Use of potable water for grading, dust control, street, pipeline or similar construction is prohibited.
13. The application of potable water to outdoor landscapes during and up to 48 hours after measurable rainfall is prohibited.
14. Outdoor irrigation of ornamental landscapes or turf with potable water is limited to no more than two days a week. The Director of Public Works shall specify the two days per week in accordance with the needs of any geographical area within the City.
15. No person shall use potable water to irrigate landscaping between the hours of 8:00 a.m. and 8:00 p.m.
16. No person shall use potable water to irrigate ornamental turf on public street medians.
17. Restaurants, hotels, cafes, cafeterias, bars or other public places where food or drink are served and/or purchased shall supply water to patrons only upon request. (Ord. 04-2 (part); Ord. 01-11 § 2 (part); prior code § 18.43)

18. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each bathroom using clear and easily understood language.

19. Irrigation with potable water of landscapes outside of newly constructed homes and buildings shall be in a manner consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development. If irrigation systems are installed as a part of new development, they shall be drip or microspray irrigation systems.

20. In accordance with Section 864 of Title 23 of the California Code of Regulations or any successor regulation, the taking of any action prohibited in this ~~section~~paragraph B, in addition to any other applicable civil or criminal penalties (including the penalties set forth in Sections 13.04.290 and 13.04.310), is an infraction, punishable by a fine of up to five hundred dollars (\$500.00) for each day in which the violation occurs.

C. During the Phase I water emergency, the following actions shall be carried out by the city:

1. The city shall notify customers that one or more of the criteria for Phase I has been met, and shall identify and explain in sufficient detail each criterion that forms a basis for establishing a Phase I water emergency.

2. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase II water emergency if a Phase II water emergency appears to be imminent.

3. The city shall advise customers of the Phase I water shortage and of restrictions and opportunities for exception permits that are available under Section 13.04.280 if a Phase II water emergency appears to be imminent.

4. Any applicant for, or holder of, a building permit for construction that may be affected by the existence of this or future water emergency phases shall be informed of the impact of such phases, but lack of such notice shall not permit a new water connection that is otherwise

prohibited.

5. The city shall not issue permits for construction of any new swimming pool unless the pool is to be supplied with water other than treated water supplied by the city. Customers are encouraged to fill existing pools from water other than treated water.

6. The city shall make plans for implementation of a water shortage disaster plan, which shall include provisions for:

a. Emergency water stations;

b. Acquisition of private property under the right of eminent domain, with immediate possession to alleviate the emergency; and

c. Application for relief assistance from county, state, and federal sources.

7. The city council shall give notice to any customer that has a terminable contract with the department (whereby the department is the supplier) that such contract will be terminated upon implementation of Phase III by the city council.

8. If the declaration of a Phase II emergency appears reasonably imminent, the city council shall cause a water advisory board to be formed consisting of one city council member, one planning commissioner, one winery customer, and two public members, one of whom shall be solely a residential customer. The director of public works shall be an ex officio member of this board. Unless the city council otherwise directs, the board will disband when the water emergency is no longer in effect. The water advisory board shall have access to all records in the possession of the water enterprise necessary in its judgment to perform its duties, including customer records. The board shall maintain the confidentiality of individual customer records unless the board determines by resolution that release of such information is necessary in the pursuit of its duties.

D. In addition to the mandatory measures defined in subsection C of this section, customers of the department and members of the community are encouraged to do the following:

1. Reduce all indoor water use to not more than an average of seventy-five (75) gallons per person per day within the residence, including single-family residences, apartments, condominiums, townhomes, and mobile homes.
2. Reduce indoor water use in the work places and commercial establishments by a minimum of ten percent (10%) from customary consumption.
3. Eliminate or defer all nonessential water use such as topping off swimming pools.
4. All schools, social and professional groups, churches, etc., are encouraged to discuss water conservation as a regular agenda item and to forward worthwhile suggestions to the department for consideration.
5. All sites with irrigated landscapes or gardens are encouraged to establish the following irrigation practices:
 - a. Turn off irrigation systems during the nonirrigation season.
 - b. Encourage customers to invest in SMART controllers or equivalent water-saving devices to control the operation of outdoor sprinkler systems. (Ord. 14-11 § 3 (Exh. A): Ord. 14-9 § 5 (Exh. A): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.23.1)

13.04.240 Phase II water regulations.

A. The criteria for establishing Phase II shall be:

1. The volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand reduction measures beyond the Phase I reductions being implemented;
or
2. Conditions requiring the establishment of a Phase III water emergency appear imminent.
3. In assessing the need to impose Phase II restrictions due weight shall be accorded to the trigger system developed by the safe yield committee for use by the director of public works. The trigger system is based on

water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

B. All mandatory and voluntary measures established by Phase I, Section 13.04.230(B), (C) and (D) shall be included in Phase II and publicized by the city except insofar as they are inconsistent with subsections C and D of this section.

C. The following mandatory conservation measures by customers of the department shall be enforced by the department:

1. The mandatory conservation measures in Section 13.04.230(B) shall be enforced by the city, except insofar as they are inconsistent with this subsection C.
2. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be ten percent (10%) less than the average use during the four winter months of the preceding nonshortage year; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than sixty (60) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. Commercial, industrial, and institutional customers with irrigation and domestic use provided by the same water meter may receive an additional landscape allocation of up to seventy (70) gallons day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.
3. Residential users in the single-family residential, multifamily residential, and mobile home customer classes will receive an allocation per billing period which will be limited to sixty-five (65) gallons per person per day. Single-family residences will receive an additional twenty-five

hundred (2,500) gallons per month from April through October for landscape irrigation. Multifamily residential and mobile home customers may receive a landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

4. For a lawn, landscaping, vineyard or field watered or irrigated through a meter dedicated to that use, usage shall be limited to sixty percent (60%) of current reference evapotranspiration as measured at California Irrigation Management Information Systems (CIMIS) Station No. 77 (in Oakville).

5. No new water connections shall be permitted during a Phase II water emergency.

D. During the Phase II water emergency, the following actions shall be carried out by the city:

1. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase III water emergency.

2. The department of public works shall make available, or arrange to have delivered, nonpotable water from either lower reservoir or, if permitted and available, tertiary treated wastewater to city-owned properties for irrigation purposes.

3. Nothing herein shall restrict the authority of the director of public works from imposing more severe usage restrictions on each class of water customer if circumstances so warrant. (Ord. 11-7 (part); Ord. 02-7A § 1 (part))

13.04.250 Phase III water regulations.

A. The criteria for establishing Phase III shall be:

1. The volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand

reduction measures beyond the Phase II reductions being implemented.

2. In assessing the need to impose Phase III restrictions due weight shall be accorded the trigger system developed by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

B. All mandatory and voluntary measures established by Phases I and II, Sections 13.04.230(B), (C) and (D) and 13.04.240(B), (C) and (D), shall be included in Phase III and publicized by the city, except insofar as they are inconsistent with subsections C and D of this section.

C. The following mandatory conservation measures by customers of the department shall be enforced by the department:

1. The mandatory conservation measures in Sections 13.04.230 and 13.04.240 shall be enforced by the city, except insofar as they are inconsistent with this subsection C.

2. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be twenty percent (20%) less than the average use during the four winter months of the preceding nonshortage year; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than fifty (50) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. The allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established nonturf plants only.

3. Residential users in single-family residential, multifamily residential, and mobile home customer classes will receive an allocation per billing period which will be limited to sixty (60) gallons per person per day. The

allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established nonturf plants only.

4. For a vineyard or approved field (as approved by the water advisory board) watered or irrigated through a meter dedicated to that use, the allocation shall be limited to thirty percent (30%) of current reference evapotranspiration as measured at California Irrigation Management Information Systems (CIMIS) Station No. 77—Oakville, and irrigation will be allowed for established nonturf plants only.

5. All nonessential uses of water shall be prohibited. Nonessential uses shall include, but not be limited to, the following:

- a. The use of water for irrigation of turf, lawns, or landscaping;
- b. The refilling of swimming pools, hot tubs and spas, except as required by the fire chief for use as standby neighborhood fire protection. The fire chief shall cause a list of such pools to be on file at the fire department.

6. No new water connections for new development shall be permitted.

D. During the Phase III water emergency, the following actions shall be carried out by the city:

1. The department shall terminate all nonessential contracts which are terminable. (Ord. 11-7 (part); Ord. 02-7A § 1 (part); prior code § 18.25)

13.04.270 Termination of water emergency phases.

Water emergency phases shall be terminated or changed to a less critical phase in the same manner as they are established in accordance with criteria set forth in the preceding sections and at the discretion of the city council. (Ord. 11-7 (part); Ord. 02-7A § 1 (part); prior code § 18.28)

13.04.280 Exception permits.

A. Under a Phase II or Phase III water emergency, the director of public works shall, with such conditions as seem to him or her to be reasonable, grant exception permits in addition to any basic allocation, on application of a water customer submitted under penalty of perjury, based on the conditions defined in this section. The city may provide a process for certification of

efficiency, lot size, medical condition, or efficient and essential use prior to declaration of a water shortage emergency condition which could result in a customer being prequalified for exception.

1. For any customer with an allocation based on previous water use, if it can be demonstrated to the satisfaction of the director of public works that water conservation measures beyond those required in Chapter 13.12 were in place prior to the preceding nonshortage year, an additional quantity of water may be allocated to recognize the higher efficiency in place prior to the water emergency condition.
2. For single-family residential parcels exceeding seven thousand (7,000) square feet in area, the quantity of up to twenty (20) gallons per day for each one thousand (1,000) square feet that the property area exceeds seven thousand (7,000) square feet for the purpose of maintaining mature landscape or orchard plants. For purposes of this subsection, multiple parcels maintained and fully landscaped as one property may be computed as being one parcel. An exception granted based on this subsection shall allow the use of no more than an additional two hundred fifty (250) gallons per day for this purpose.
3. For medical conditions of a resident, a quantity as required to maintain health standards.
4. For any customer with an allocation based on previous winter water use, if it can be demonstrated to the satisfaction of the director of public works that efficient and essential water uses are not represented in average winter water use, an additional quantity of water may be allocated to provide for these efficient and essential needs.

B. The water advisory board shall meet at least monthly and may grant permits for uses of water or for exceptions to water conservation measures or for water connections otherwise prohibited by Sections 13.04.230, 13.04.240, and 13.04.250 if it finds and determines that such regulations would:

1. Cause an unnecessary and undue hardship to the applicant or to the public;
2. Cause an emergency condition affecting the health, sanitation, fire protection, or safety of the applicant or public; or
3. Promote water conservation by providing for the establishment of

water efficient landscaping meeting the standards of Section 17.112.140 and such policies and regulations as have been adopted to implement the provisions of that chapter, replacing more water-intensive landscaping.

C. The water advisory board of the city shall prescribe necessary procedures for application for and use of exception permits.

D. Any decision of the director of public works in granting or denying exceptions may be appealed by the applicant or any other person to the water advisory board by filing a written appeal with the city clerk within ten (10) calendar days after the date of mailing of written notice to the applicant of the decision rendered. The water advisory board shall use its best efforts to hear and determine such appeal within twenty (20) days, and shall affirm, reverse, or modify the decision.

E. Any decision of the water advisory board may be appealed by the applicant to the city council according to the provisions of Chapter 1.16. (Ord. 11-7 (part); Ord. 02-7A § 1 (part); prior code § 18.28.1)

13.04.290 Noncompliance with mandatory water conservation measures.

In addition to the provisions of Section 13.04.310, any person who fails to comply with any of the mandatory water conservation measures imposed by the implementation of this article, including the allocations assigned in Phases II and III, shall be subject to an improper water user's fee or charge as hereinafter set forth. Absence of a customer from the city, existence of an undetected leak, or other circumstance does not relieve the customer of the responsibility for ensuring that mandatory water conservation measures are observed and complied with and shall not serve as a basis for reversal of any action or the imposition of any fee or charge.

A. The following charges are not imposed as a penalty but as a charge for excessive or improper use of water. The charges are necessary in order to recover the reasonable cost of enforcement of the mandatory water provisions and in order to obtain the goals of the water conservation measures contained in this section:

1. **First Violation.** The city shall issue a written warning to the customer for the first violation.

2. **Second Violation.** The city shall issue a written notice and assess an improper water use fee of fifty cents (\$0.50) for each gallon by which the customer's usage exceeded the amount allowed per billing period. If the fee is not paid in full within fifteen (15) days of issuance of the notice, the amount will be added to the customer's water bill.

3. **Third Violation.** The city shall issue a written notice, charge an improper water use fee of one dollar (\$1.00) for each gallon by which the customer's usage exceeded the amount allowed per billing period and install a flow-restricting device on the customer's water service, or otherwise restrict the flow of water through a meter, for a period of not less than seventy-two (72) hours. Such flow-restricting device or other means shall reduce water flow to one gallon per minute for metered services one and one-half inches or under. Similar devices or restrictions will be placed on larger meters. The fee shall be paid prior to the resumption of normal water service.

4. **Fourth Violation.** The city shall issue a written notice, charge an improper water use fee of one dollar and twenty-five cents (\$1.25) for each gallon by which the customer's usage exceeded the amount allowed per billing period, and install a flow-restricting device on the customer's water service, or otherwise restrict the flow of water through a meter, for a period of not less than five days. Such flow restriction device or other means shall reduce water flow to one gallon per minute for the metered services one and one-half inches or under. Similar devices or restrictions will be placed on larger meters. The fee shall be paid prior to resumption of normal water service.

5. **Fifth or Subsequent Violation.** The city shall issue a written notice, charge an improper water use fee of one dollar and fifty cents (\$1.50) for each gallon by which the customer's usage exceeded the amount allowed per billing period, and may either install a water-flow-restricting device on the customer's water service, or otherwise restrict the flow of water through a meter, for an indefinite period or discontinue water service under the provisions of Section 13.04.130. Such flow-restricting device or other means shall reduce water flow to one gallon per minute for metered services one and one-half inches or under. The fee shall be paid prior to restoration of unrestricted water service.

B. Notification of Violation. Notification shall include a description of the facts in regard to the violation, a statement of the possible penalties for each violation and the statement of the customer's rights to hearing on the merits of the violation as stated in Section 13.04.300.

1. Notice of violation shall be given in writing by personal delivery of the notice to the customer at the service address and by first-class mail to the billing address, excepting that notice of a first violation may be by first-class mail to the billing address only.

2. If the customer is absent from or unavailable at the service address, the notice can be left with a responsible person at the premises.

3. If a responsible person is not available at the service address, then the notice can be left in a conspicuous place on the premises.

4. Failure of any notice to so state shall not constitute a defense to the validity of any written notice. A copy of all written notices of violation shall be delivered to the water advisory board. All written notices of violation shall state that a copy is being provided to the water advisory board. (Ord. 11-7 (part); Ord. 02-7A § 1 (part); prior code § 18.29)

13.04.300 Violation hearings.

Any customer receiving a second or subsequent violation notice shall be entitled to file an appeal with the city council according to the provisions of Chapter 1.16. The following shall apply in the case of such appeal:

A. All such appeals shall be automatically referred by the city council to the water advisory board (if in existence) for review and disposition. Any person dissatisfied with the disposition as determined by the water advisory board may seek review of the board's disposition by the city council by filing a petition for review with the city clerk no later than ten (10) calendar days following disposition by the board. The city council shall not entertain evidence not first presented to the water advisory board, and shall give due deference to the disposition of the board in resolving any petition seeking review of the board's disposition.

B. An appeal shall automatically stay installation of a flow-restricting device or shutoff on the customer's water service until the decision is final. The appeal must be filed prior to installation of the restricting device or before shutoff has occurred.

C. The customer's appeal shall not stay the imposition of a fee. If it is determined that a fee is wrongly assessed, the city will refund any fee paid by the customer. (Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.29.1)

13.04.310 Violation—Misdemeanor.

Notwithstanding any provision of this code to the contrary, the provisions of Section 377 of the California Water Code shall be applicable to any violation of this article. Any person violating any of the provisions of this article shall be guilty of a misdemeanor. Upon conviction thereof, such person shall be punished by imprisonment in the county jail and/or fined in accordance with the penalties as set forth in the provisions of Section 377 of the California Water Code. (Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.30)

SECTION 2. Compliance with CEQA. The City Council hereby finds that the action to adopt this ordinance to amend Chapter 13.04 of the St. Helena Municipal Code is exempt from CEQA pursuant to the statutory exemption set forth in Section 15269(c) (specific actions necessary to prevent or mitigate an emergency) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this ordinance is a direct response to the State's Emergency Regulation, and pursuant to the categorical exemption set forth in Section 15307 (actions by regulatory agencies for protection of natural resources) because the SWRCB has mandated that St. Helena, as a distributor of a public water supply, protect and conserve the natural resource of water during the severe drought.

SECTION 3. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4: Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena

City Council on the 23rd day of June, 2015, and was adopted at a regular meeting of the St. Helena City Council on the 14th day of July, 2015, by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

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Report to the City Council
Council Meeting of July 14, 2015

Agenda Section: Consent Calendar

Subject: Recommendation to the Napa County Board of Supervisors Re-Appointing Peter F. Murphy as the City of St. Helena Measure A Financial Oversight Committee representative

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk 

Approved By: April Mitts, Finance Director/Acting City Manager 

BACKGROUND

The Napa County Measure A Financial Oversight Committee (FOC) comprises 17 Napa County citizens, appointed by the Napa County Board of Supervisors. Their charge is to ensure that the local sales tax money raised as a result of the passage of the March 1998 Measure A Flood Protection and Watershed Improvement Ordinance is used only for the flood protection and watershed improvement projects listed in the Ordinance.

The Financial Oversight Committee has two functions. The majority of the Committee's time is expected to be spent informing the public regarding the expenditure of Flood Protection Sales Tax proceeds that will be generated as a result of the approval of Ordinance No. 1 (NCFPWIA) (hereafter "Measure A"). The Committee may also be required to review replacement projects and make recommendations regarding such projects to the Napa County Flood Control and Water Conservation District (the "District"), which shall then consider recommending such projects to the Napa County Flood Protection & Watershed Improvement Authority (the "Authority"). However, replacement projects may be reviewed and recommended by the Committee only if a project identified in Section 8 of Measure A is determined to be not economically or environmentally feasible.

The Measure A Ordinance states that the Financial Oversight Committee shall be responsible for:

- Providing the public with information regarding the manner in which expenditures of Flood Protection Sales Tax proceeds have occurred.
- Reviewing the expenditures of Flood Protection Sales Tax proceeds, and the expenditure of proceeds received as a result of the issuance of bonds or other obligations

payable from Flood Protection Sales Tax proceeds, and causing to be prepared an annual audit regarding the use of these proceeds.

- Reviewing the financial impact of all projects approved by the Authority utilizing Flood Protection Sales Tax proceeds and advising the public whether such projects are consistent with the purpose, spirit, intent, and language of Measure A.
- Informing the public if there is an expenditure of Flood Protection Sales Tax proceeds which is inconsistent with the purpose and intent of Measure A.
- Making recommendations to the District regarding replacement projects as required by Measure A.

Mr. Peter F. Murphy has represented the City of St. Helena on the Measure A Financial Oversight Committee since Measure A was passed in 1998.

DISCUSSION

He has submitted a re-appointment application to the Napa County Board of Supervisors. Part of the application process is to have a recommendation from the St. Helena City Council to the Board of Supervisors.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

It is appropriate for the Mayor and Council to review the request for re-appointment and discuss recommending the applicant to the Napa County Board of Supervisors.

ATTACHMENTS

Attachment 1 – Letter from Mr. Peter F. Murphy

Peter F. Murphy

198 Daisy Drive, Napa, CA 94558
707-337-3190 email: atsmurphy@msn.com
website: murphywines.com

Jennifer Phillips

City Manager

Jenifferp@cityofsthelena.org

Dear Jennifer,

I have been on the Measure A Financial Oversight Committee representing the City of St Helena since Measure A was passed in 1998. My term expires June 30, 2015 and I would like to continue to represent the City for another three year term.

I have filed an application with the County of Napa for approval of the Board of Supervisors and I need a Letter of Recommendation from the City of St Helena. I have made it my mission to help the city of St Helena have representation on the committee and insure funds were available for the city's flood project. As time marches on and the end of Measure A tax monies is in sight, I will work to make sure St Helena will get the flood maintenance monies to which it is entitled.

I can make a presentation to the City Council on activities of the Measure A Financial Oversight Committee and address future activities of secure flood protection monies for the City of St Helena.

If the City Council determines another is better suited to represent the City on the Measure A Financial Oversight Committee, I will gladly turn over my notes and insights to make a smooth transition.

Please call me to review the situation at 707-337-3190.

Sincerely,

Peter F. Murphy

Cc:

Tracy Schulze Tracy.Schulze@countyofnapa.org

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Report to the City Council
Council Meeting of July 14, 2015

Agenda Section: Consent Calendar

Subject: Consideration of Resolution Approving a two year Marketing and Promotional Services Agreement Between the City of St. Helena and the St. Helena Chamber of Commerce for a Maximum Sum of \$210,000.00 for Fiscal Year 2015/16 with an Annual Review of the Scope of Services and Budget for Fiscal Year 2016/17

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director/Acting City Manager

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The City of St. Helena's general fund derives significant revenues from the Transient Occupancy Tax (TOT) and sales tax generated by tourism to our community. Tourism provides the significant revenue stream which allows the City of St. Helena to provide the services it provides to the local residents.

Historically the City of St. Helena ("City") works with the St. Helena Chamber of Commerce ("Chamber") and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination choice. The City and the Chamber have previously entered into promotional and marketing services and agreements with each other.

DISCUSSION

The City and the Chamber recognize St. Helena is an international tourist destination resort known for its high end lodging, exceptional wines, highly regarded restaurants and general commerce celebrating the wine and culinary lifestyle that makes St. Helena the "Heart of the Napa Valley". The City and Chamber also recognize marking St. Helena's authenticity and small town charm using "Napa Valley's Main Street" messaging benefit the local businesses in the hospitality industry and the City.

The City and the Chamber enjoy a close working relationship and California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City. The Chamber

represents it is recognized by the Internal Revenue Service as a section 501[c][6] nonprofit organization, represents it is directed by an elected Board of Directors from the local businesses community, has a professional staff, and is organized and equipped to carry on promotional and marketing activities on behalf of the City.

An agreement is being presented to City Council for the Chamber to continue promotional and marketing activities on behalf of the City. This agreement's effective date will begin July 1, 2015, and will terminate on June 30, 2017. This agreement will be subject to an annual review of the Scope of Services and Budget for the July 1, 2016 through June 30, 2017 term. As part of the Fiscal Year 2015-16 Adopted Budget a contribution to the Chamber was approved to continue with marketing and promotional efforts for the City of St. Helena.

For the purpose of evaluating the effectiveness of the marketing and promotional services to be provided by the Chamber, the Chamber will provide to the City an annual written report by May 31st which shall include the following information:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center and number of referrals to St. Helena businesses;
- Utilization of traffic counts on Chamber website;
- Hours of operation and staffing levels at St. Helena Welcome Center;
- Periodic reports on advertising, press coverage, and press releases with dates of publication or release; and
- Status of projects/programs.

The City Manager and Chamber's President/CEO will meet periodically to discuss and review marketing trends, business climate, etc., within St. Helena and the Napa Valley region.

FISCAL IMPACT

The fiscal impact for this contract is \$210,000.00 for Fiscal Year 2015/16 with a review of the Scope of Services and Budget for the Fiscal Year 2016/17 being done during the Fiscal Year 2016/17 budget process.

Funds for Fiscal Year 2015-16 were included in the FY 2015-16 Adopted Budget in Non-Departmental Budget – 101-4000-2407 Chamber of Commerce.

RECOMMENDED ACTION

Approve Resolution for Marketing and Promotional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment A – Resolution Approving a Marketing and Promotional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce

Attachment B – Marketing and Promotional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce

CITY OF ST. HELENA
RESOLUTION NO. _____

**APPROVING A MARKETING AND PROMOTIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ST. HELENA AND THE ST. HELENA CHAMBER OF
COMMERCE**

RECITALS

- A. The City desires to continue working with the St. Helena Chamber of Commerce by investing funding to market and promote St. Helena as a desirable tourist destination choice; and
- B. California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City; and
- C. The St. Helena Chamber of Commerce represents it is recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization; and
- D. The St. Helena Chamber of Commerce represents it is directed by an elected Board of Directors from the local business community with a professional staff and is organized and equipped to carry on promotional and marketing activities on behalf of the City.

RESOLUTION

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

- 1. The City Council approves the two-year Agreement with the St. Helena Chamber of Commerce for a total not to exceed amount of \$210,000.00 for Fiscal Year 2015/16; and
- 2. An annual review of the Scope of Services and Budget for Fiscal Year 2016/17 will be done towards year end 2015/16; and
- 3. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 14, 2015 by the following vote:

Mayor Galbraith: _____
 Vice Mayor White: _____
 Councilmember Crull: _____
 Councilmember Dohring: _____
 Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. HELENA
AND THE ST. HELENA CHAMBER OF COMMERCE**

THIS AGREEMENT is made and entered into on July 14, 2015 (“Agreement”), by and between the City of St. Helena a municipal corporation located in the County of Napa, State of California (City), and the St. Helena Chamber of Commerce (Chamber). The City and Chamber will be referred to collectively as the “Parties.”

RECITALS

- C. City seeks to work with the Chamber and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination choice.
- D. California Government Code Section 37110 provides the City with authorization to spend money from the general fund to, among other things, promote the City.
- E. Chamber represents it is recognized by the Internal Revenue Service as a section 501(c)(6) nonprofit organization.
- F. Chamber represents it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on promotional and marketing activities on behalf of the City in accordance with this Agreement.
- G. City and Chamber have previously entered into similar promotional and marketing services agreements.

Therefore, for the considerations hereinafter specified, the Parties agree as follows:

Section 1. Scope of Services. Chamber shall provide the services as outlined in Exhibit A attached hereto. The Parties shall review the Scope of Services annually. Subject to this Agreement, the Parties may agree to scope modifications mutually acceptable to the Parties and confirmed in writing signed by the Parties.

Section 2. Term of Agreement. This Agreement’s effective date will begin July 1, 2015, and will terminate on June 30, 2017. This Agreement shall be subject to an annual review by the Parties of the Scope of Services and Compensation for the July 1, 2016 through June 30, 2017 term, and the Parties may agree to modify these provisions. Any such modifications shall be confirmed in writing signed by the Parties.

Section 3. Compensation. For the Scope of Services provided in Exhibit A , City will pay Chamber an annual sum of \$210,000. Said payments shall be made in eight equal quarterly installments of \$52,500 on July 31, 2015, October 31, 2015, January 31, 2016, April 30, 2016, July 31, 2016, October 31, 2016, January 31, 2017 and April 30, 2017.

Section 4. Accounting. The Chamber shall account for all City funding provided, shall keep complete books and records for expenditures associated with the City funding pursuant to this Agreement, and shall make available and to submit to audit by the City of all the Chambers' books, records, and financial statements upon the City's request and with reasonable prior notice, which shall not exceed 10 calendar days.

Section 5. Performance Evaluation and Tracking. For the purposes of evaluating the effectiveness of the marketing and promotional services to be provided by Chamber, Chamber shall provide to City an annual written report by May 31st, which shall include the following information:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center and number of referrals to St. Helena businesses.
- Utilization and traffic counts on Chamber web-site.
- Hours of operation and staffing levels at St. Helena Welcome Center. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Hours may be reduced during the off-season period of January – May.
- Reports on advertising, press coverage, and press releases with dates of publication or release.
- Status of projects/programs outlined in Exhibit A, "Scope of Services."

City's City Manager and Chamber's President/CEO shall meet periodically to discuss and review marketing trends, business climate, etc., within St. Helena and the Napa Valley region.

Section 6. Independent Contractors. The Parties understand and agree the Chamber, in the performance of its work and services under this Agreement, shall act as and be an independent contractor. Chamber shall obtain no rights or benefits that accrue to City employees.

Section 7. Indemnification by Chamber. The Chamber shall, upon the City's written demand and with legal counsel acceptable to the City, defend, indemnify, and hold harmless the City, its agents, officers, City Council members, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including experts, which may be asserted by any person, including the Chamber, arising out of or in connection with the Chamber's performance of services under this Agreement.

Section 8. Indemnification by City. The City shall, upon the Chamber's written demand and with legal counsel acceptable to the Chamber, defend, indemnify, and hold harmless the Chamber, its agents, officers, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including experts, which may be asserted by any person, including the City, arising out of or in connection with the City's performance under this Agreement.

Section 9. Insurance Requirements. Chamber shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Chamber, its agents, representatives, or employees, as indicated:

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. **Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.**

B. **Minimum Limits of Insurance.** Chamber shall maintain limits no less than:

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

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

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

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

E. **Waiver of Subrogation.** The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

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

Section 10. Nondiscrimination. The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, sexual orientation, age, national origin, religion, marital status, medical condition, or physical or mental disability.

Section 11. Governing Law. City and Chamber agree that the law governing this Agreement shall be that of the State of California.

Section 12. Compliance with Laws. Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local Agencies (including, without limitation, the City).

Section 13. Disclosure/Provision of Information. Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement may include the City logo on the material. Any information developed by Chamber pursuant to this Agreement shall be provided to City upon City's request.

Section 14. Waiver. The Parties agree that a waiver, breach, or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The City's acceptance of Chamber's performance of any work or services shall not be deemed to be a waiver of City's rights or Chamber's obligations under this Agreement.

Section 15. Assignment/Delegation. Except as above, neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other Party, and no assignment shall be of any force or affect whatsoever, and shall be void, unless and until the other Party shall have so consented.

Section 16. Conflict of Interest. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. The Chamber further covenants that in the performance of the Scope of Services under this Agreement, Chamber will not knowingly employ any person having any such conflict of interest with the City.

Section 17. Attorney's Fees. In the event either Party brings an action or proceeding for damages arising out of the other's performance under this Agreement, or to establish the rights or remedies of either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs as part of such action or proceeding.

Section 18. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights or remedies to any person or entity not a Party to this Agreement.

Section 19. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be personally served or mailed, return-receipt requested, addressed to the respective parties as follows:

CEO/President
St. Helena Chamber of Commerce
657 Main Street
St. Helena, CA 94574

City Manager
City of St. Helena
1440 Main Street
St. Helena, CA 94574

Section 20. Prior Agreements. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered under this Agreement.

Section 21. Entire Agreement / Interpretation. Both Parties acknowledge that by entering into this Agreement, the City is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly provided in this Agreement. This Agreement constitutes the entire agreement among the Parties and may not be modified or changed, except by written instrument executed by both parties. No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision.

Section 22. Termination. This Agreement may be terminated prior to June 30, 2017 as follows: By either Party, if the other Party fails to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement. The Party terminating the Agreement shall give written notice of such termination, stating the reasons for such termination in such event. Termination shall be effective 30 days following such written notice. Upon the termination of this Agreement by either Party, (1) any accrued but unpaid compensation due the Chamber shall be paid to the Chamber within thirty (30) days after receipt of the Chamber's invoice following such termination; and (2) Chamber shall repay to City within thirty (30) days after receipt of the Chamber's invoice following such termination the pro-rata portion of any quarterly payment remaining post-termination. Compensation to Chamber or Chamber's reimbursement to City due upon termination shall be prorated. For example, if the Agreement were terminated on March 15, 2016, then \$26,250 would be due to Chamber for the services performed during the partial January 31, 2016 through April 30, 2016 installment period.

Section 23. Special Provisions. This Agreement is subject to the following special provisions:
none.

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

Chamber:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

By: _____
Name: Thomas B. Brown
Title: City Attorney

Exhibit A

Scope of Work

St. Helena Chamber of Commerce Marketing and Promotional Services Agreement

Tourism Marketing and Promotional Efforts

The St. Helena Chamber of Commerce "Chamber" shall at a minimum provide the following efforts to proactively market the City of St. Helena and Chamber members to promote tourism and local businesses by implementing an effective marketing and promotional strategy designed to maintain and generate increased TOT and sales tax revenue to the City's General Fund thereby directly contributing to the quality of life for local residents through the funding of core town services.

- Direct and implement a Public Relations strategy which can include retaining a public relations professional to assist in the marketing and exposure of the City of St. Helena as a high end destination.
- Direct and implement a Marketing Strategy with an overall "Visit St. Helena" message designed to directly and indirectly benefit all businesses in and around St. Helena.
- Maintain a robust, timely and current web-site and provide a link to the City web-site. The site should be mobile friendly and easy to navigate.
- Operate and staff a Welcome Center on a daily basis. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Chamber may reduce weekend hours during Jan - May.
- Produce and update as necessary various City promotional information such as but not limited to a walking map of St. Helena and other such information.

Special Events Production

Chamber will also provide support and assistance to other community activities including but not limited to:

Musical Picnics Concert Series
Earth Day
4th of July Fireworks
Hometown Harvest Festival
Holiday Season in St. Helena



Report to the City Council
Council Meeting of July 14, 2015

Agenda Section: Consent Calendar

Subject: Consideration and Proposed Approval of a Resolution Approving a Budget Adjustment for NOAA Fines in the Amount of \$25,760 to Fund 561

CEQA Status: Not a project

Prepared By: April Mitts, Finance Director/Acting City Manager

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The City entered a settlement agreement between the City and the U.S. Department of Commerce, National Oceanic and Atmospheric Administration ("NOAA") in August 2010. Exhibit A, Section III. D. of this agreement states, "If the Upper Dam has not been removed or fish passage has not been provided at the dam on York Creek to meet NOAA Fisheries-approved fish passage design by October 31, 2012, the City shall deliver to NOAA Seventy Dollars (\$70) for each day past October 31, 2012, in which the dam has not been removed or the passage has not been provided" (Exhibit A).

DISCUSSION

On June 23, 2015 Council adopted the Fiscal Year 2015/16 Budget. Staff realized after the Proposed Fiscal Year 2015/16 Budget was presented to Council and to the public with the agenda but prior to the Council meeting on June 23, 2015 the fines imposed by NOAA, which the City will be required to pay until the general provisions of the settlement agreement are met, were not included in the budget.

During the budget presentation at the June 23, 2015 Council Meeting, Council was notified of this oversight and was made aware that a budget adjustment would be presented during the next regular City Council meeting.

Staff has prepared the necessary Budget Adjustment Form authorizing an increase in budget to Fund 561. This reduces the estimated Water Enterprise Net Position to 27%.

FISCAL IMPACT

The fiscal impact to the City of St. Helena's Water Enterprise Fund is \$25,760, which reduces the estimated Net Position to 27% at the end of fiscal year 2015/2016.

RECOMMENDED ACTION

It is recommended the City Council approve Resolution No. 2015-_____ approving the Budget Adjustment in the amount of \$25,760 to general ledger account 561-50-00-21-43.

ATTACHMENTS

Exhibit A – Settlement Agreement between the City and NOAA

Exhibit B – 15/16 Operations Budget, Page 134

Exhibit C – Budget Adjustment Form

Exhibit D – Resolution No. 2015-_____

Exhibit A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made by and between the City of St. Helena ("the City") and the U.S. Department of Commerce, National Oceanic and Atmospheric Administration ("NOAA"). Throughout this Agreement, the City and NOAA are collectively referred to as the "Parties."

Recitals

- 1. The City is the owner of an earthen dam structure located on York Creek above Spring Mountain Winery (the "Upper Dam"). The Upper Dam was constructed in approximately the year 1900. In addition, the City was the owner of a water diversion structure located on York Creek downstream of the Upper Dam (the "Diversion Structure"). The Diversion Structure was constructed at approximately the same time as the Upper Dam.**
- 2. York Creek supports populations of Central California Coast Evolutionarily Significant Unit steelhead (*Oncorhynchus mykiss*) (CCC steelhead). CCC steelhead were listed as a threatened species under the Federal Endangered Species Act (ESA) on August 18, 1997.**
- 3. Protective regulations, which extended the take prohibitions found in section 9 of the ESA to CCC steelhead, became effective on July 10, 2000. As a result, it is unlawful to harm or kill CCC steelhead. This liability extends to activities that are not intended or designed to take CCC steelhead, but may do so incidentally.**
- 4. Pursuant to a Judgment filed in the Superior Court of the State of California, the City was required to remove the Upper Dam, and complete removal of such structure by November 1, 1993. Despite the Court order, the dam has not been removed. (The Court Order was rescinded on September 17, 2001, to allow the City to apply for grants to accomplish the removal.)**
- 5. In 2000, NOAA notified the City that the Diversion Structure as well as the Upper Dam acted as barriers to adult and juvenile CCC steelhead migration, that the structures presented "take" concerns under the ESA, and that the City is liable for any "take" caused by the structures. In 2004, the City completed removal of the Diversion Structure and removed impediments to fish passage at that location.**
- 6. NOAA is interested in the removal of the Upper Dam due to its on-going impacts on CCC steelhead and their habitat in York Creek. These impacts include, but are not limited to, complete blockage of upstream migrating adults, loss of access to valuable spawning and rearing habitat in York Creek above the dam, discharge of fine sediment below the dam, and loss of valuable gravel and cobble substrate in the lower creek due to retention behind the existing dam. As an alternative to full dam removal, NOAA would be willing to accept a project that involves partial removal of the dam if the following is achieved: (I) upstream passage of adult**

Exhibit A

CCC steelhead; (2) downstream passage of adult and juvenile CCC steelhead; and (3) the transport of naturally-occurring sediment, including bedload movement. Providing for the upstream passage of juvenile CCC steelhead is desirable and should be pursued to the extent practicable.

7. The City is interested in addressing NOAA's ESA concerns for threatened CCC steelhead. In pursuit of this interest, the City is participating in a project with the U.S. Army Corps of Engineers to restore fish passage at the dam site. Under the current implementation schedule, it is anticipated construction will begin in 2010 and fish passage restored no later than October, 2012.
8. To address NOAA's ESA concerns for on-going impacts to threatened CCC steelhead during the interim period between the execution of this Agreement and the completion of construction at the dam, the City has agreed to provide funding for the benefit of CCC steelhead in the Napa watershed, retroactive to 2003 and continuing until such time as the Upper Dam has been removed or fish passage provided at the dam location.

I. PURPOSE OF AGREEMENT

This Agreement has two purposes:

- A. To resolve NOAA's ESA concerns relating to the take and potential take of listed salmonids as set forth above.
- B. To provide for projects that will improve conditions for CCC steelhead and their habitat in the Napa watershed.

II. FACTORS CONSIDERED IN REACHING SETTLEMENT

In determining how to resolve the violations at issue in this Agreement, the Parties have considered a number of factors, including but not limited to, the following:

- A. The City has cooperated fully with NOAA in its investigation of the potential ESA violations occurring at the Diversion Structure and the Upper Dam.
- B. The City has contributed and will be contributing hundreds of thousands of dollars toward the cost of removing the Diversion Structure and the Upper Dam and/or providing adequate fish passage at the dam location.

Exhibit A

- C. The City has agreed to fund habitat improvement projects in the Napa watershed for the benefit of CCC steelhead, as described above.

III. GENERAL PROVISIONS

- A. NOAA agrees that compliance with this Agreement will satisfy any liability the City may have under the ESA for the Diversion Structure and the Upper Dam through October 31, 2012. Except as provided in paragraph III.B below, NOAA hereby releases the City, and its officers, directors, employees, and agents, from any liability, claims, or penalties arising out of or related to the events described herein, and further agrees it will not institute any criminal or civil penalty proceedings or judicial actions or require any further mitigation from the City with respect to these matters. Except as otherwise expressly provided in this Agreement, NOAA does not waive its right to enforce federal law in any manner, against any party, as it may deem appropriate.
- B. The City shall undertake the Northern Napa River Tributary Stream Surveys, as described in ATTACHMENT 1 to this Agreement, to compensate and mitigate for impacts to anadromous fishery resources resulting from the alleged violations. The City agrees to consult with NOAA's National Marine Fisheries Service ("NOAA Fisheries") in planning and executing the surveys. All plans and specifications for conducting the stream surveys shall be developed by the City and provided to NOAA Fisheries for review and approval prior to implementation. The stream surveys shall conform to the requirements of the ESA. All in-water work shall be timed to minimize any adverse impacts to listed anadromous fish and other aquatic species, in accordance with protocols established by the California Department of Fish and Game, "*California Salmonid Stream Habitat Restoration Manual*".

The City agrees that all statements of work, descriptions, specifications and plans for the stream surveys will be submitted to NOAA Fisheries in accordance with the schedule provided in ATTACHMENT 2 to this Agreement. NOAA Fisheries will work cooperatively and in good faith to review and respond to the City's proposals in a timely manner. If any required state or federal permits or other necessary authorizations are not obtained in a timely manner due to delays in NOAA Fisheries review, the surveys will be rescheduled to the next in-water work period. The City shall otherwise timely complete all stream surveys, including all required post-survey reports, in accordance with the schedule provided in ATTACHMENT 2.

- C. If the City breaches section III.B of this Agreement by failing to fulfill any obligation specified under section III.B of this Agreement within the specified time period, NOAA shall give the City written notice of such

Exhibit A

breach and demand that the City's performance of the obligation in question be completed within ten (10) business days of receipt of such notice by the City, or such other time period as NOAA may specify. If the City fails to complete performance of the obligation in question within the ten business day period, or other period specified by NOAA, then a stipulated penalty in the amount of Seventy Thousand Dollars (\$70,000.00), less any amounts the City has spent in furtherance of fulfilling its obligations under section III.B. of this Agreement shall become immediately due and payable to NOAA by the City at the option of NOAA, without demand or notice, said demand or notice being expressly waived.

- D. If the Upper Dam has not been removed or fish passage has not been provided at the dam on York Creek to meet a NOAA Fisheries-approved fish passage design by October 31, 2012, the City shall deliver to NOAA Seventy Dollars (\$70) for each day past October 31, 2012, in which the dam has not been removed or the passage has not been provided. Payment shall be made by cashier's check payable quarterly, commencing on January 1, 2013, and each quarter thereafter until the Upper Dam has been removed or fish passage has been provided at the Upper Dam.
- E. The provisions of this Agreement shall apply to and be binding upon the Parties and their respective successors and assigns.
- F. This written Agreement constitutes the sole and entire agreement between the Parties and supersedes any prior agreements and understandings whether oral or otherwise. Any modification of this Agreement shall be in writing and signed by the Parties.
- G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same agreement.
- H. The effective date of this Agreement means the date on which the Parties have signed the Agreement.
- I. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to the City: City Manager
City of St. Helena
1480 Main Street

St. Helena, CA 94574

If to NOAA: National Marine Fisheries Service
Protected Resources Division
ATTN: Office Supervisor
777 Sonoma Avenue, Room 203
Santa Rosa, CA 95404-6514
Telephone (707) 575-6059
Facsimile (707) 578-3435

J. Each undersigned representative of a party to this Agreement certifies that he or she is fully authorized by that party to enter into and execute the terms of this Agreement and legally bind such party to this Agreement.

ACCEPTED ON BEHALF OF THE CITY BY:

DATED: 8/17/10

Mary Neilan
Mary Neilan
City Manager

APPROVED AS TO FORM:

John W. Truxaw
John W. Truxaw
City Attorney

ACCEPTED ON BEHALF OF THE DEPARTMENT OF COMMERCE BY:

DATED: _____

Niel B. Moeller
Office of General Counsel for
Enforcement and Litigation
NOAA

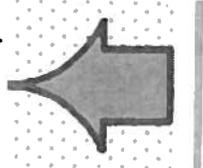


Exhibit A

ATTACHMENT 1**Northern Napa River Tributary Stream Surveys,
General Statement of Work**

INTRODUCTION. Stream surveys will be performed in accordance with protocols established by the California Department of Fish and Game (CDFG), "California Salmonid Stream Habitat Restoration Manual," on five known steelhead streams in the northern portion of the Napa River watershed: Mill, Garnett, Ritchie, Selby, and Simmons creeks. Reconnaissance surveys will be performed on three additional streams to determine if steelhead are present: Blossom, Nash, and Diamond Mountain creeks. Combined, these eight streams represent a significant fraction of the overall existing and potential steelhead habitat within the Napa River basin. Similar stream surveys have been completed during the past ten years within the southern and central portions of the Napa River watershed. These surveys in the northern portion of the watershed will complete the survey of current habitat conditions in major tributaries and the mainstem of the river in the entire Napa River watershed. These stream survey results, in combination with the results of previous surveys, will allow for resource managers to more fully understand the Napa River watershed steelhead population, existing habitat conditions, and identify key locations for restoration and conservation actions.

METHODS. Habitat typing surveys will be conducted in the summer and early fall months on the eight target streams. Permission for property access will be obtained in advance from all landowners along each stream. Once sufficient access is obtained, habitat surveys will be conducted according to protocols outlined in the California Salmonid Stream Habitat Restoration Manual. The habitat surveys will focus on the current ecology of each creek with emphasis on the life history requirements of steelhead and possibly Chinook salmon, as well as other native fishes. Riparian function will be assessed by measuring canopy density and species composition. A qualitative assessment will be made of several selected pools' ability to provide refuge from high winter flows. This will be based on the location of pools in the stream, location and placement of pool forming elements, and likelihood of backwater eddies and slow-water. A qualitative assessment will be made of other roughness elements within the stream reach (woody debris, boulders, cobble, and in-stream vegetation). Connectivity to the floodplain will be evaluated as refugia from high flows and also for stranding potential (i.e., gravel pits or scour holes in the floodplain that fill up during floods, but become isolated shortly after the water recedes). Handheld GPS units will be used to locate key features along each survey and help calibrate the survey data during mapping.

RESULTS. Reports will be generated for all eight stream surveys. The survey data will be converted into a fully-attributed GIS shapefile for use in ArcGIS or other applications. Field data will be analyzed using the HABITAT software program developed by CDFG and compiled into a summary report. Results will be depicted in subwatershed maps as well as graphs and tables.

ATTACHMENT 2**Revised Implementation Schedule for
Northern Napa River Tributary Stream Surveys**

ACTIVITY	COMPLETION DATE
City selects a consultant to perform work.	Completed
Consultant submits work plan for approval by City and review and comment by NOAA Fisheries.	08/18/2010
Landowner contacts initiated.	On-going
Approval of work plan by City, in consultation with NOAA Fisheries.	08/27/2010
Landowner agreements	08/30/2010 through 9/30/2010
Stream surveys performed.	08/30/2010 through 11/15/2010 (weather permitting)
Draft stream survey reports submitted to NOAA Fisheries for review and comment.	01/15/2011
NOAA Fisheries provides City comments on draft reports.	03/15/2011
Final stream survey reports completed and copies forwarded to NOAA Fisheries.	05/01/2011

WATER OPERATIONS
PROPOSED BUDGET - PREVIOUSLY ACCOUNTED FOR IN INDIVIDUAL DEPARTMENT BUDGETS

Account Number	Description	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Actual	FY 14/15 Budgeted	FY 14/15 Estimated Year End	FY 15/16 Proposed
561	Water Enterprise						
22	Supplies	4,137	1,522	3,600	3,600	3,262	4,250
561-43-00-23-15	Maint Machine/Equipment	0	0	0	0	0	0
561-43-00-23-35	Software Maintenance	6,672	6,959	7,700	8,000	8,000	8,081
23	Maintenance	6,672	6,959	7,700	8,000	8,000	8,081
561-43-00-24-25	Taxes & Other Charges	0	10	0	0	693	0
24	Taxes, Insurances & Contributi	0	10	0	0	693	0
561-43-00-25-40	Furniture & Fixtures	0	65	100	0	0	0
26	Capital	0	65	100	0	0	0
561-43-00-29-20	Fixed Asset Adjustments	0	0	0	0	0	0
29	Transfers	0	0	0	0	0	0
561-43-00-99-99	Contra Account fixed assets	0	0	0	0	0	0
99	Contra Account fixed assets	0	0	0	0	0	0
FINANCE GRAND TOTAL		253,473	232,552	258,827	269,583	291,424	267,679
CITY ATTORNEY							
561-44-00-21-30	Professional Contracts	5,712	16,350	4,282	15,000	2,500	15,000
561-44-00-21-40	Professional Fees	-	-	-	-	-	-
561-44-00-21-45	Other Contract Services	-	-	-	-	-	-
21	Services	5,712	16,350	4,282	15,000	2,500	15,000
CITY ATTORNEY GRAND TOTAL		5,712	16,350	4,282	15,000	2,500	15,000
PUBLIC WORKS ADMIN							
561-50-00-20-10	Salary-Regular	80,133	132,430	115,843	135,379	120,360	203,685
561-50-00-20-20	Temp/Part Time	24,654	864	0	0	0	-
561-50-00-20-30	Overtime	0	0	0	0	0	-
561-50-00-20-37	Holiday Pay	1,831	0	0	0	0	-
561-50-00-20-40	FICA/Medicare	8,223	10,318	8,981	10,357	9,368	14,980
561-50-00-20-45	Employer PERS	17,938	20,670	18,652	23,027	13,658	20,105
561-50-00-20-50	Employee PERS	5,782	9,524	7,984	6,364	2,777	-
561-50-00-20-55	Health Insurance	15,121	25,475	22,515	32,794	24,760	45,510
561-50-00-20-61	Workers Comp	0	8,015	6,170	5,081	6,350	11,767
561-50-00-20-65	SDI	856	1,272	1,145	1,196	1,151	1,668
561-50-00-20-71	Unemployment	0	225	0	0	0	-
561-50-00-20-75	Deferred Comp	1,288	2,534	2,541	2,796	2,290	2,697
561-50-00-20-85	Auto Allowance	600	1,215	1,200	1,200	2,020	4,680
20	Salaries & Benefits	156,425	212,542	185,030	218,194	187,734	305,092
561-50-00-21-05	Advertising	218	0	300	500	250	500
561-50-00-21-10	Communications	630	879	56	3,000	2,500	1,000
561-50-00-21-15	Postage	563	778	584	200	529	600
561-50-00-21-27	Equipment Lease Exp	1,723	1,471	1,606	2,000	1,750	2,000
561-50-00-21-30	Professional Contracts	0	0	7,512	38,000	45,313	50,000
561-50-00-21-40	Professional Fees	776	0	791	1,000	0	0
561-50-00-21-43	Penalties and Fines	0	0	42,540	0	25,550	0
561-50-00-21-45	Other Contract Services	0	0	0	1,500	2,198	5,333
561-50-00-21-50	Water Use Efficiency Program	37,595	11,093	15,360	11,078	2,500	15,000
561-50-00-21-53	Memberships & Publications	325	288	121	600	1,391	1,559
561-50-00-21-55	Training & Conference	45	235	460	400	147	1,290

**CITY OF ST. HELENA
RESOLUTION NO. 2015-**

**APPROVING A BUDGET ADJUSTMENT FOR NOAA FINES IN THE AMOUNT OF
\$25,760 TO WATER FUND (561)**

RECITALS

- A. The Fiscal Year 2015/16 adopted budget for the Water Fund did not include fines payable to NOAA for a total of \$25,760 to the Water Fund (561); and
- B. The total appropriations in any fund may not be increased except by the City Council; and
- C. All changes in appropriations will be authorized on a "Budget Adjustment Form"; and
- D. All increases in appropriations will be authorized by Council.

RESOLUTION

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

- 1. Adopt resolution approving a budget adjustment for NOAA fines in the amount of \$25,760 to the Water Fund (561).

Approved at a Regular Meeting of the St. Helena City Council on July 14, 2015 by the following vote:

Mayor Galbraith: _____
 Vice Mayor White: _____
 Councilmember Crull: _____
 Councilmember Dohring: _____
 Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of July 14, 2015

Agenda Section: New Business

Subject: Resolution approving a three-year Professional Services Agreement with Van Lant & Fankhanel, LLP in the amount of \$29,700 annually for audit services.

CEQA Status: Not a Project

Prepared By: April Mitts, Finance Director/Acting City Manager

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

State law requires local government publish a complete set of audited financial statements by December 31st of each year. The Comprehensive Annual Financial Report (CAFR) is published annually to fully disclose the City's financial information, as well as to comply with state and federal requirements and bond covenants.

The financial audit and the preparation of the financial statements takes place over several months, beginning just after the end of the fiscal year and continuing through the time the books are closed and the CAFR is published. Staff coordinates with the auditors to ensure that the work is completed accurately and timely.

DISCUSSION

The City contracts for an annual independent audit of its financial statements. The City has contracted with Terry Krieg, CPA for audit services for the past 23 years. Although the City has been satisfied with the services of the previous auditor, it was determined the City should engage new auditors on a periodic basis through a formal, request for proposal (RFP process).

An RFP for Professional Auditing Services was issued on March 23, 2015 with responses due to the City on or before April 24, 2015. The City of St. Helena requested proposals from qualified firms of certified public accountants for a three (3) year contract to prepare and audit its financial statements for the fiscal years ending June 30, 2015, 2016, and 2017. An option to extend the contract for fiscal years ending June 30, 2018 and 2019 may be exercised by the City through a written amendment.

A total of four (4) proposals were received on or before April 24, 2015. During the week of May 18, 2015 all proposals were independently reviewed by Finance Director Mitts, Senior Management Analyst Kellogg, and Mark Walsh, CPA. The top two (2) firms were selected and interviewed by Finance Director Mitts and Mark Walsh, CPA.

After conducting interviews with two (2) highly qualified firms, it was determined Van Lant & Fankhanel, LLP (VLF) would be selected as the firm to prepare and audit the City's financial statements for the fiscal years ending June 30, 2015, 2016, and 2017. An option to extend the contract for fiscal years ending June 30, 2018 and 2019 may be exercised by the City through a written amendment. VLF selection was based on a variety of factors including:

- Extensive experience auditing California cities of similar size and scope;
- Engagement with staff throughout the audit process;
- Understanding of reporting requirements and deadlines;
- Mr. Fankhanel is a Certified Fraud Examiner which adds another level of expertise to the audit process; and
- Overall cost.

FISCAL IMPACT

The fiscal impact to the City of St. Helena shall not exceed \$29,700 per year for a total of \$89,100 over a three year term. These funds have been budgeted in the adopted FY 2015-16 budget and will be paid through account # 101/561/571-4300-2145.

RECOMMENDED ACTION

Staff recommends approval of the Resolution approving the Agreement with Van Lant & Fankhanel, LLP for a total not to exceed the amount of \$29,700 per year for a total of \$89,100 over a three year term and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment A – Resolution Approving a Professional Services Agreement with Van Lant & Fankhanel, LLP for Auditing Services

Attachment B – Professional Services Agreement with Van Lant & Fankhanel

CITY OF ST. HELENA

RESOLUTION NO. _____

APPROVING A THREE YEAR AGREEMENT FOR PROFESSIONAL SERVICES WITH VAN LANT & FANKHANEL, LLP IN THE AMOUNT OF \$29,700 PER YEAR FOR A TOTAL OF \$89,100 OVER A THREE YEAR TERM FOR AUDIT SERVICES

RECITALS

- A. The City desires to hire a Consultant to furnish professional auditing services for the preparation of a complete set of audited financial statements; and
- B. Van Lant & Fankhanel, LLP has represented that they have the necessary expertise, experience, and qualification to perform the required duties.

RESOLUTION

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

- 1. The City Council approves the Agreement with Van Lant & Fankhanel, LLP for a total not to exceed amount of \$29,700 per year for a total of \$89,100 over a three year term; and
- 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 14, 2015 by the following vote:

Mayor Galbraith: _____
 Vice Mayor White: _____
 Councilmember Crull: _____
 Councilmember Dohring: _____
 Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Van Lant & Fankhanel, LLP. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Audit Services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, page 18, “Cost Proposal”, attached hereto and made a part hereof. Total compensation shall not exceed \$29,700 per year for a total of \$89,100 over a three year term, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the

invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability:** \$2,000,000 per accident for bodily injury and property damage.
 3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
- C. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.
- E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.
- F. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
 2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.
- G. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses

paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

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

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

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

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

SECTION 18 – NOTICES

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

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: Van Lant & Fankhanel, LLP
Attn: Greg Fankhanel
25901 Kellogg Street
Loma Linda, CA 92354
gfankhanel@vlfcpa.com
909-856-6879

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

By: _____
Name: Thomas B. Brown
Title: City Attorney

*Proposal to Perform Annual Audit
Services for the City of St. Helena*

Submitted by:



California License No. PAR 7535

Contact Information:

Greg Fankhanel, CPA, CFE
Brett Van Lant, CPA
25901 Kellogg Street
Loma Linda, CA 92354

Telephone: (909) 856-6879
E-mail: gfankhanel@vlfcpa.com

April 24, 2015

CITY OF ST. HELENA
PROPOSAL TO PERFORM ANNUAL AUDIT SERVICES
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Exhibit A

April 24, 2015

Cindy Black, City Clerk
City of St. Helena
1480 Main Street
St. Helena, California 94574

Van Lant & Fankhanel, LLP (VLF) is pleased to submit our proposal to perform professional services for the City of St. Helena (City). We hope this proposal conveys our strong desire and qualifications to fulfill your requirements. We understand this proposal is to audit the City's financial statements for three fiscal years beginning with the fiscal year ending June 30, 2015, with the option to extend for an additional two years.

VLF is a local firm of Certified Public Accountants located in Loma Linda, California. The principals of the firm (Mr. Brett Van Lant and Mr. Greg Fankhanel) have been providing governmental accounting and auditing services to California cities for more than 34 years combined. Mr. Fankhanel was previously an audit partner at another CPA firm (12 years) and Mr. Van Lant was an audit Manager at the former CPA firm. Mr. Fankhanel and Mr. Van Lant branched off in March 2013 and formed a new audit firm (VLF). VLF focuses primarily on government audit services.

We believe VLF is the best choice to provide annual audit services to the City of St. Helena for the following significant reasons:

- We have extensive experience auditing California cities of a similar size and scope.
- Significant Partner involvement throughout the audit engagement. Audit Partners will be performing fieldwork and preparing reports with the assistance of senior and staff level accountants. Having the Audit Partners involved in all aspects of the audit assures continuity of the audit team each year.
- A complete understanding of the City's reporting requirements and deadlines. In addition, we assist a number of cities and other municipalities each year to obtain the GFOA award for excellence in financial reporting.
- Mr. Fankhanel is also a Certified Fraud Examiner which adds another level of expertise to the audit process. We have assisted many California cities in strengthening internal controls, and establishing effective policies and procedures.

Van Lant & Fankhanel, LLP
25901 Kellogg Street
Loma Linda, CA 92354

909.856 6879

What sets us apart from other audit firms? You are not just a number to us – every audit client is unique and important to our firm. As a smaller firm, we believe the **personal service and attention** we will provide cannot be duplicated at larger firms. While many firms have knowledgeable and experienced individuals on staff, the quality of each audit ultimately depends on the audit personnel involved in the daily audit process, including fieldwork and report preparation. With VLF, you will be dealing with Partner level personnel throughout the audit process, including fieldwork.

We take our responsibility as a service organization very seriously. We believe one the best services we can provide is to be available throughout the year to assist our clients with questions and keep them apprised on new accounting and financial reporting requirements. We encourage our clients to communicate questions or concerns, not only during the audit process, but as they arise at any time during the year. You will have access to the audit partners on a daily basis, throughout each audit and each fiscal year.

We certify that VLF and the audit partners are properly licensed to practice in California. We agree to perform all of the work outlined in the City's RFP within the time periods established by the City. Greg Fankhanel is authorized to represent VLF, empowered to submit this proposal, and authorized to sign a contract with the City. Our proposal is a firm and irrevocable offer to audit the City for fiscal years 2014-15, 2015-16, and 2016-17. Should you have any questions regarding our proposal or desire additional information, please call Greg Fankhanel, CPA, at (909) 856-6879, or email at gfankhanel@vlfcpa.com.

Respectfully submitted,

Van Lant & Fankhanel, LLP

Van Lant & Fankhanel, LLP
Greg Fankhanel, CPA, CFE



License to Practice in California

VLF and all assigned key professional staff are properly licensed by the California State Board of Accountancy to practice in the State of California (License No. PAR 7535).

We will obtain the necessary business license if we are awarded the audit contract.

Independence

We are independent of the City of St. Helena and its component units in accordance with generally accepted auditing standards as promulgated by Rule 101 of the American Institute of Certified Public Accountants Code of Professional Ethics, generally accepted government auditing standards promulgated by the U.S. General Accounting Office (GAO), and the rules of the California State Board of Accountancy and Accounting Oversight Board.

We have had no professional relationships with the City or any of its component units for the past five years. We will provide the City with written notice of any professional relationships entered into during the period of our engagement that may impair our independence, if necessary.

Firm Qualifications and Experience

Van Lant & Fankhanel, LLP (VLF) is a local firm of certified public accountants that was recently established by Mr. Brett Van Lant and Mr. Greg Fankhanel. Mr. Fankhanel has 26 years of experience working with local governments with a special emphasis on California cities. Mr. Van Lant has 8 years of experience working with local governments, also with an emphasis on cities. Before co-founding VLF, Mr. Fankhanel was a partner at another CPA firm, where he headed the government audit division of the firm. Mr. Van Lant was an audit manager at the same CPA firm, working directly with Mr. Fankhanel on a majority of the audit engagements. Because VLF is a smaller firm dedicated to governmental accounting and auditing services, we have the ability to provide our clients with Partner level individuals in the field each year of the audit engagement. This has proven to be a valuable service to our clients and helps to significantly reduce the amount of client staff time consumed by the audit process.

The proposed audit team will include 2 Audit Partners, 1 Senior Accountant, and 1 Staff Accountant as necessary.

Our Loma Linda office will be the engagement office assigned to the City. VLF currently provides audit and accounting services to a number of cities and special districts throughout California. In addition, our firm prepares, as a service to our clients, a number of **comprehensive annual financial reports** each fiscal year. Several clients that our firm currently provides audit services have been included as references for your inquiry. Please contact these organizations to learn more about our firm's ability to provide excellent services.



Mr. Fankhanel has been a member of the Government Finance Officers' Association (GFOA) Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program, for several years. In that capacity, he reviews CAFRs for GFOA, for compliance with the award program. In addition, our firm has provided additional audit services for our clients including various agreed-upon procedures, transient occupancy tax audits, investment compliance audits, waste-hauler franchise audits, and internal control evaluations.

The engagement team members proposed to serve the City are highly-trained government auditors. One of our goals is to avoid putting our clients in a position of having to "train" the auditors. We avoid this by ensuring that all fieldwork is properly staffed and supervised by Partner level personnel. We are required to complete at least 80 hours of continuing education every 2 years, with a majority of these hours relating specifically to government accounting and auditing subjects. Continuing education requirements are met through classes developed by professional organizations, such as the CSCPA, GFOA, and the AICPA. Both Mr. Fankhanel and Mr. Van Lant have been instructors for an in-house continuing education program for several years.

Participation in External Quality Control Review Program

As required by Government Auditing Standards, our firm must have a peer review once every three years. We received a "clean" opinion with no deficiencies on our most recent peer review report. Our peer review report is included at Appendix A. In addition, our firm has established a quality control program to adhere to the stringent quality control standards established by the AICPA. We have also developed policies and procedures to ensure our engagements are properly supervised and staff receives necessary training to handle the responsibilities afforded them. The external quality control reviews included reviews of specific government engagements.

There have been no disciplinary or regulatory actions taken against our former or current CPA firm.

The firm has had no negative federal or state reviews.

Partner, Supervisory and Staff Qualifications and Experience

Resumes for the key individuals serving your City are as follows:

Greg W. Fankhanel, CPA, CFE

Mr. Fankhanel has twenty-six years' experience auditing California governmental agencies. He is a member of the American Institute of Certified Public Accountants, the Government Finance Officers Association, the California Society of Municipal Finance Officers, the California Society of Certified Public Accountants, the Association of Certified Fraud Examiners, and the State Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants. He will be heavily involved throughout the audit process, as the partner in charge of the City's audit. Mr. Fankhanel will be supervising all audit staff assigned to the engagement as well



as reviewing all reports prepared in connection with the annual audit.

Mr. Fankhanel has served as an instructor for an in-house continuing education program for many years. He is also a **Certified Fraud Examiner**, which involved passing a four-part exam covering various fraud issues, and demonstrating sufficient education and professional experience. He is a member of GFOA's Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program. Mr. Fankhanel received his Bachelor of Business Administration Degree from the University of Hawaii in 1988. He is currently licensed to practice as a CPA in California, and has been since 1991. He has completed 120 hours of continuing education over the past three years, with a focus on governmental accounting and auditing topics, along with fraud prevention and detection training.

The following is a partial list of Mr. Fankhanel's recent municipal audit clients:

Cities:

Apple Valley*#	Eastvale#	Santa Paula*
Buena Park*#	Hemet*#	Santee*#
Capitola*#	King City*	San Clemente*#
Coachella*	Montclair*	San Fernando*#
Corona*#	Moorpark*#	South El Monte*
Yucaipa	Murrieta*#	Tehachapi*

Special Districts:

Newhall County Water District#
Riverside County Flood Control District#
Running Springs Water District*
Tehachapi-Cummings County Water District#
Twentynine Palms Water District
Valley Sanitary District#

*Single Audit Procedures Performed (in accordance with OMB Circular A-133)

#Submitted a CAFR for the GFOA financial statement award



Brett Van Lant, CPA

Mr. Brett Van Lant has eight years of experience auditing California governmental agencies. Mr. Van Lant received his Bachelor of Science Degree from California State University, San Bernardino, California. He is a member of the California Society of Municipal Finance Officers, the Government Finance Officers Association and the American Institute of Certified Public Accountants. Mr. Van Lant's governmental auditing experience includes many cities, redevelopment agencies and special districts, including performing single audits in accordance with OMB Circular A-133.

Mr. Van Lant is licensed as a Certified Public Accountant in California. For the three (3) year period ending March 31, 2014 he has 147 hours of continuing professional education with 93 hours directly related to governmental accounting and auditing topics. Most of his continuing professional education is obtained through profession organizations such as the AICPA, GFOA, CSMFO, and CSCPA. He will be involved throughout the entire audit process, including fieldwork and report preparation.

The following is a partial list of the recent municipal audit clients Mr. Van Lant has served:

Cities:

- | | | |
|----------------|----------------|-----------------|
| Apple Valley*# | Healdsburg*# | San Fernando*# |
| Buena Park*# | King City* | South El Monte* |
| Capitola*# | Montclair* | Tehachapi* |
| Corona*# | Murrieta*# | Yucaipa*# |
| Eastvale# | Santa Paula* | Winters*# |
| Hemet*# | San Clemente*# | |

Special Districts:

- Newhall County Water District#
- Riverside County Flood Control District#
- Running Sprnts Water District
- Tehachapi-Cummings County Water District#
- Twenty-nine Palms Water District
- Valley Sanitary District#



Evelyn Medina, Senior Accountant

Ms. Medina has three years of government audit experience and has a degree in accounting from La Sierra University. She is currently working on obtaining her CPA license in California and has passed several sections of the CPA exam. She has participated on numerous governmental audit engagements during her three years working for a CPA firm. She has completed over 120 hours of continuing education over the past three years, with a focus on governmental accounting and auditing topics. She will be involved throughout the audit process including fieldwork and single audit procedures.

The following is a partial list of the recent municipal audit clients Ms. Medina has served:

Cities:

- | | | |
|----------------|-----------------|-----------|
| Apple Valley*# | San Fernando*# | Yucaipa*# |
| Healdsburg* | San Clemente*# | Winters*# |
| Hemet*# | Santa Paula* | |
| Montclair* | South El Monte* | |
| Murrieta*# | Tehachapi* | |

Special Districts:

- Lee Lake Water District
- East Valley Water District#
- Riverside County Flood Control District#
- Running Sprints Water District
- Tehachapi-Cummings County Water District#
- Valley Sanitary District#

*Single Audit Procedures Performed (in accordance with OMB Circular A-133)
 #Submitted a CAFR for the GFOA financial statement award

We will provide continuity of audit staff from year to year, which is in the best interest of the City and is most efficient from our firm's perspective. Additionally, the audit partners assigned to this engagement are working partners and therefore will be involved throughout the entire engagement each year, including fieldwork.

We affirm that engagement partners, managers, and other supervisory staff may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons only with the express prior written permission of the City. We agree the City retains the right to approve or reject replacements.



Similar Engagements with Other Government Entities

The City of St. Helena understandably desires that its auditors have proven experience, in-depth knowledge and technical expertise in dealing with the unique issues facing governmental entities. The members of our firm have been active in the audits of governmental entities for many years. The following is a list of current municipal audit clients:

Municipal Audit Clients

- Town of Apple Valley*#@
- East Valley Water District#
- City of Healdsburg*@
- City of Hemet*#@
- Mojave Desert and Mountain Integrated Waste Management Authority
- City of Maywood*@
- City of Montclair*@
- City of Murrieta*#@
- Running Springs Water District
- San Bernardino International Airport Authority
- City of San Clemente*#@
- City of San Fernando*#@
- City of Santa Paula*
- City of South El Monte*@
- City of Tehachapi*@
- Tehachapi-Cummings County Water District#
- City of Winters*#@
- City of Yucaipa*#@

* Single Audit Procedures Performed (in accordance with OMB Circular A-133)
 # Submitted a CAFR for GFOA financial statements award
 @ Redevelopment Successor Agency

We also provide various other services, including accounting services, assistance in establishing and strengthening internal controls, agreed-upon procedures engagements, fraud examinations, tax services and other consulting services. For the 2011-12 fiscal year, we assisted numerous clients with the Redevelopment Agency dissolution process, in accordance with State law.



The following are audit client references for which similar services have been provided. All of these references are current audit clients:

1) Town of Apple Valley

Client Contact: Marc Puckett, Assistant Town Manager of Finance and Administration
14955 Dale Evans Parkway
Apple Valley, CA 92307
(760) 240-7700

Engagement Partner: Greg Fankhanel
Total Hours: 400

The Town of Apple Valley was incorporated in 1988 as a General Law City and provides the following services: public safety, streets, planning, waste management, and general administrative services. We conducted the annual audit of the Town for the years ended June 30, 2003 through 2014 (including single audit) and provided assistance with the implementation of GASB 34 and other accounting standards. We also prepared the State Controller's Reports and provided assistance in submitting for and obtaining the GFOA financial statement award, along with the RDA dissolution process.

2) City of Tehachapi

Client Contact: Hannah Chung, Finance Director
115 South Robinson Street
Tehachapi, California 93561
(661) 822-2200, ext. 112
Link: <http://www.liveuptehachapi.com/DocumentCenter/View/2829>

Engagement Partner: Greg Fankhanel
Total Hours: 350

The City of Tehachapi is a full-service city located in Kern County. We performed the audit of the City's financial statements for the past five fiscal years, including Single Audit in accordance with OMB Circular A-133. In addition, we have performed engagements to assist the City in the RDA dissolution process. Our services included assistance with the implementation of new accounting pronouncements, and also special audits of hotels within the City regarding the TOT.

3) City of Santa Paula

Client Contact: Sandy Easley, Finance Director
970 Ventura Street
P.O. Box 569
Santa Paula, CA 93061
(805) 525-4478, ext 204
Link: <http://ci.santa-paula.ca.us/budget/FY2013-14-AuditedFinancialStatements.pdf>



Engagement Partner: Brett Van Lant
Total Hours: 350

The City of Santa Paula is a full-service city located in Ventura County. Services include public safety (police and fire), highways and streets, water, sewer, health and social services, culture-recreation, public improvements, community development and general administrative services. We conducted the annual audit of the City for the years ended June 30, 2006 through 2014, including Single Audit. Our services included assistance with preparation of the City's financial statements, including the implementation of new GASB Statements, and the RDA dissolution process.

4) City of Winters

Client Contact: Shelly Gunby, Director of Financial Management
318 First Street
Winters, California 95694
(530) 794-6704

Link: <http://www.cityofwinters.org/finance/pdf/FINAL%20CAFR%202013-14%20Winters.pdf>

Engagement Partner: Greg Fankhanel
Total Hours: 330

The City of Winters is a full-service city located in Yolo County. We performed the audit of the City's financial statements for the fiscal year ending June 30, 2014, including Single Audit in accordance with OMB Circular A-133. In addition, we assisted the City in preparing the CAFR for submission to the GFOA.

5) City of Murrieta

Client Contact: Londa Helms, CPA, Accounting Manager
1 Town Square
Murrieta, California 92562
(951) 461-6439

Link:

http://www.murrieta.org/cityhall/finance/comprehensive_annual_financial_report.asp#.VTbTmZO_bT8

Engagement Partner: Brett Van Lant
Total Hours: 330

The City of Murrieta is a full-service city located in Riverside County. We performed the audit of the City's financial statements for the fiscal years ended June 30, 2011 through 2014, including Single Audit in accordance with OMB Circular A-133. In addition, we have performed engagements to assist the City in the RDA dissolution process. Our services included assistance with the implementation of new accounting pronouncements and assistance in submitting for and obtaining the GFOA award for excellence in financial reporting.



Specific Audit Approach

We believe that timely and thorough audit planning, along with proper communication throughout the audit process, helps to achieve highly efficient and effective audits. We also believe that one of the most important services that can be rendered to our clients is to be available at all times during the year. This approach allows our clients the opportunity to consult with the auditors about technical problems and alternative approaches to accounting issues that arise during the year. We emphasize audit partner availability throughout each fiscal year.

Proposed Segmentation:

The following is a proposed segmentation of the engagement, including the level of staff and proposed date involved for each segment.

<u>Description</u>	<u>Level of Staff</u>	<u>Estimated Hours</u>
Preaudit planning with City staff. Detail audit plan provided.	Partners, Senior	1
Entrance conferences and auditors begin interim audit procedures.	Partners, Senior, Staff	150
Progress conference (interim work complete).	Partners, Senior	1
Auditors mail all necessary audit confirmations.	Senior	5
City Staff provides trial balances and supporting schedules for audit. Auditors commence final examination procedures.	Partners, Senior, Staff	150
Exit conference where auditors propose AJE's and discuss internal control and compliance findings from the audit, if any.	Partners, Senior	1
Auditors prepare and provide draft CAFR, single audit report, and management letter	Partners, Senior	30
Final reports submitted to City	Partners, Senior	2

Our proposed segmentation of the engagement is further expanded below:

Planning Phase:

Shortly after our appointment as auditors, we will schedule a preaudit planning meeting during which we will discuss any special concerns, needs and the timing of the audit with appropriate members of the City's staff. We will provide a customized request list or "PBC list" to City staff in advance of our arrival for interim fieldwork.



All members of the proposed engagement team are highly trained municipal auditors with extensive experience auditing City's similar to the City of St. Helena. Therefore, we tailor our approach to audit fieldwork with the focus of being the least disruptive as possible to the City's staff. To achieve this, as part of the planning phase, the engagement team will review City budgets, organizational charts, year-to-date accounting records, applicable accounting policies and procedures, prior year financial statements, the City's website, and minutes of City Council meetings in order to gain a thorough understanding of the City's operations and activities.

Interim Fieldwork:

We take a customized approach to each and every audit. We will apply the "Risk Assessment" audit standards to your audits. An overriding objective throughout the planning process is the identification of risks that should be assessed as to whether they could result in material misstatement of the financial statements whether due to error or fraud. Due to the complex nature of the risk assessment process, it is performed at the Partner level for all of our audit engagements.

The main focus of the interim audit fieldwork is to obtain an understanding and evaluate the City's specific internal accounting control systems. Our review and evaluation of your internal control systems will be completed by reviewing supporting documentation for transactions, walk-throughs, and interviews of City staff. Each of these approaches requires inquiry and observation of City personnel and operations. We will also utilize the City's budget, organizational charts, financial reports, policies and procedures, and other applicable documents.

Interim financial reports will be reviewed and limited analytical procedures will be applied to significant account balances in order to identify potential misstatements early on in the audit process.

As required by our audit standards, we will also perform procedures to identify the risk of fraud within the organization. In addition to reviewing pertinent accounting records and policies and procedures, we will conduct "fraud inquiries" with various selected City staff. Given the sensitive nature of these procedures, these inquiries will be conducted by the Audit Partners. We will conclude the interim audit period with an exit conference with the appropriate City staff to discuss any findings or control risks we encountered during this interim phase, along with practical recommendations to mitigate these risks. Our recommendations will be directed at safeguarding City assets, improving the effectiveness of City procedures, and improving the reporting of financial information, as applicable.



Year-end Fieldwork:

This phase of the audit will focus on verifying and confirming account balances in the City's general ledger.

Balance sheet accounts will be reviewed for reasonableness and verified with supporting documentation, including confirmations, loan and debt agreements, and other supporting schedules. Analytical and substantive procedures will be performed at our judgment to balance sheet accounts as well as revenue and expenditure/expense accounts.

In addition, single audit procedures will be completed during our year-end fieldwork.

We will conclude the year-end period with an exit conference with the appropriate City staff to discuss the results of our audit procedures, as well as disclose any proposed journal entries we may have discovered. We will also discuss the preparation of the CAFR and various other reports to be issued for the audit period.

Report Preparation:

Partners and senior staff will be solely responsible for preparing the financial statements, including note disclosures, and other related reports.

We obtain electronic trial balance reports from your accounting system and import them into our financial statement preparation software. We perform an extensive general ledger account mapping process during the initial audit year. The mapping process groups the accounts as they will be presented in the CAFR. Although the account grouping can be revised or changed at any time, this ensures they will be consistent each year. The software program is linked to Excel financial statement schedules. Each year we will provide detailed reports that organize the accounts from the City's general ledger in a format that can easily be traced to the highly summarized financial statement amounts.

All of our draft reports go through an extensive review process before they are sent to City staff for review. Our goal is to provide "print ready" reports when City staff receives the first draft. This ensures City staff will not have to spend time correcting our mistakes. We have a proven track record of meeting deadlines and being flexible to meet the City's needs as they may change throughout the engagement.

City Staff Assistance:

Assistance expected from City staff will include pulling invoices for review, answering procedural questions, and answering other questions regarding the City's activities.



Sampling:

Our sampling methods are designed to provide the most coverage possible without expending excess time where impractical. We also concentrate efforts towards those areas known to be susceptible to error. Sample sizes will depend upon our preliminary assessment of control risk and the extent of our planned substantive tests and analytical procedures. We use models based on statistical sampling theories to help determine the sample size of a given population of transactions. In addition, we may select transactions above a certain dollar threshold, based on materiality, to review. We use sampling in the areas of cash receipts, cash disbursements, payroll, and utility billing.

The audit team will have laptop computers onsite during the audit fieldwork utilizing state-of-the-art software. We utilize programs such as Microsoft Excel to assist in our audit procedures and provide for greater efficiency and effectiveness, including data extraction procedures and analysis. We have significant experience working with many various accounting systems in our government audits.

Analytical Procedures:

Analytical procedures will be performed in the planning stage of the audit (risk assessment process) and in our substantive testing, based on the results of our risk assessment. These procedures will include comparing account balances to prior years and to the current period's budget, and consideration of expected relationships among the accounts and periods. To be effective, the analytical procedures can only be performed once we have determined our expectations based on our understanding of the City's activities and changes from one year to the next. For significant fluctuations in account balances, or situations where we expected significant fluctuations in account balances and there were not, we perform additional substantive procedures to understand the causes for the fluctuations. We make every effort to understand the reasons of fluctuations before obtaining explanations from City staff and consuming staff time unnecessarily. In addition, analytical procedures will also be performed in the overall review stage of the audit.

Approach to Understanding the City's Internal Control Structure:

We will obtain an understanding of the design and implementation of the City's internal controls by performing the procedures as required by SAS 109. This involves documenting our understanding of the internal controls over the areas of cash, investments, revenues and receivables, utility revenues and receivables, expenditures and accounts payable, capital assets, debt, payroll and related liabilities, self-insurance and claims liabilities and grant compliance. We will then evaluate the design of controls and determine whether they have been properly implemented. Evaluating the design of controls involves considering whether the control, individually or in combination with other controls, is capable of effectively preventing or detecting and correcting material misstatements.



In addition, as part of the audit, we will issue an internal control report as required by *Government Auditing Standards* that will identify significant deficiencies and material weaknesses, if any.

Approach to Understanding Laws and Regulations Subject to Audit Test Work:

Our audit approach recognizes the importance of laws and regulations in planning the audit of a local governmental entity. As a part of the audit, we obtain an understanding of those laws and regulations that have a direct and material effect on the determination of financial statement amounts. We then design the audit to provide reasonable assurance of detecting material instances of noncompliance. We obtain our understanding of applicable laws and regulations by becoming familiar with the following:

- 1) The terms and provisions of grant agreements and contracts.
- 2) State and federal restrictions affecting funding received by the City; i.e., gas tax law, etc.
- 3) The Municipal Code of the City.
- 4) State laws regarding authorized investments, spending limits, debt limits, etc.
- 5) City policies regarding investments, purchasing, budgets, and the establishment of funds.
- 6) Bond covenants of outstanding issues.
- 7) Personnel Policies adopted by the City.
- 8) Other Federal and State laws and regulations, as appropriate.

Approach to Drawing Samples for Purposes of Tests of Compliance:

The objective of tests of compliance is to determine whether an organization has complied with laws and regulations that may have a material effect on each major program. Therefore, we select samples that will provide sufficient evidence for that purpose. After defining the population, we determine sample sizes and select samples from each major program. Factors that may affect the sample sizes include the following

- a) The amount of expenditures for the program and the individual awards;
- b) The newness of the program or changes in its conditions;
- c) Prior experience with the program, particularly as revealed in audits and other evaluations;
- d) The extent to which the program is carried out through subrecipients;
- e) The level to which the program is already subject to program reviews or other forms of independent oversight;
- f) The adequacy of controls for ensuring compliance;
- g) The expectation of adherence or lack of adherence to the applicable laws and regulations; and
- h) The potential impact of adverse findings.



In the event that any irregularity in records indicates the City may have suffered or will suffer a monetary loss, we will report such loss to the appropriate City personnel immediately upon discovery in the form of a written report.

Responses to City notifications will be prompt and all reports will be remitted in a timely manner to meet your needs. We make it a practice to be proactive in providing guidance and assistance to our audit clients throughout each fiscal year to ensure proper and timely implementation of new and significant accounting pronouncements, and also with laws and regulations.

Assistance expected from City staff will include providing us with documents and information included in our comprehensive request list provided at the start of the audit process, answering operational and procedural type questions, and preparing confirmation letters.

Identification of Anticipated Potential Audit Problems

We do not anticipate any significant audit problems. Because of our highly-experienced audit team, we believe the City will not experience many of the normal audit problems, especially in the first-year audit. If unanticipated issues are encountered during the audit process, we will discuss them with appropriate City staff in a timely manner.

Discussion of Relevant Accounting Issues

There are several GASB pronouncements that will be required to be implemented over the next few years. Listed below are the GASB pronouncements by fiscal year of implementation:

2015:

- **Statement 68: Accounting and Financial Reporting for Pension**
- **Statement 69: Government Combinations and Disposals of Government Operations**
- **Statement 71: Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment to GASB Statement 68**

2016:

- **Statement 72: Fair Value Measurement and Application**

The GASB Statement that we anticipate having the most significant impact on the City's financial statements will be Statement No 68. The implementation of this statement will require several pages of new note disclosures and, depending on the funded status of the City's pension plans, may significantly reduce the net position of the Governmental Activities, Business-type Activities, and Enterprise funds by requiring the City to report its "Net Pension Liability" (NPL). Currently, the California Committee on Municipal Accounting (CCMA) is working on the "Whitepaper" to help assist California municipalities to implement Statement 68.



It should also be noted, over the span of this proposed audit contract, there may be several new GASB pronouncements issued that will be required to be implemented, most notably, revisions to GASB Statements 43 and 45 that would make OPEB accounting and financial reporting consistent with the pension standards in GASB Statements 67 and 68. The proposed implementation dates for these statements will be for the City's fiscal year ending June 30, 2017 for plans and June 30, 2018 for employers.

Scope of Services

The scope of the audits will be to perform the audits in accordance with generally accepted auditing standards; the A.I.C.P.A. industry audit guide, Audits of State and Local Governmental Units, as amended; the Government Finance Officers Publication, Governmental Accounting, Auditing and Financial Reporting, as amended; the standards for financial audits contained in the U.S. General Accounting Office publication Government Auditing Standards, the Single Audit Act, as amended, and the Office of Management and Budget Circular A-133, as applicable to the issuance of the reports listed in the RFP.

The audit will include Appropriations Limit Annual Review Compliance Letters in order to assist the City meeting the requirements of Section 1.5 Article XIIB of the California Constitution.



Not-to-Exceed Cost Proposal

We are pleased to present this audit cost proposal. We have provided you with a significant amount of information about our firm, our service approach to auditing and the individuals who will serve you. We are committed to provide the highest level of service to the City of St. Helena at a reasonable cost.

Our proposed audit fees are presented as follows:

Total All Inclusive Maximum Price

All-Inclusive Maximum Price by Report	Optional Years				
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
State Controller's Reports:					
City Annual Report of Financial Transactions & Street Reports	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,700	\$ 2,700
City Audit/CAFR	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,500	\$ 24,500
Single Audit	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,300	\$ 3,300
Total	\$ 29,700	\$ 29,700	\$ 29,700	\$ 30,500	\$ 30,500

A detailed breakdown of these fees can be found on the next page, including the estimated number of hours for each level of staff.

Schedule of Professional Fees and Expenses to Support the Total All-Including Maximum Price				
	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	135	\$ 225	\$ 150	\$ 20,250
Manager	-	\$ 185	\$ 130	\$ -
Supervisory Staff	125	\$ 150	\$ 110	\$ 13,750
Professional Staff	80	\$ 110	\$ 80	\$ 6,400
Sub-Total	340			\$ 40,400
Out-of-Pocket Expenses				\$ -
Professional Discount				\$ (10,700)
Total				\$ 29,700

APPENDIX A



**MORSE WITTWER
SAMPSON, LLP**

Certified Public Accountants

SYSTEM REVIEW REPORT

Christopher B. Morse
Sheryl E. Morse
Kenneth T. Wittwer
Doug A. Sampson
Robert S. Swanton
Krisina L. Ontas

May 2, 2014

Jodie M. Rollh
Jodi G. Nemeth
Samuel P. Babcock
Jenna L. Boul
Ryan M. Cameron
Brandon K. DiPinto
Kabe S. Rebeiro
Todd H. Rose
Jason L. Welch
Roy K. Kikunaga

To the Partners
Van Lant & Fankhanel, LLP
and the Peer Review Committee of the California Society of CPAs

I have reviewed the system of quality control for the accounting and auditing practice of Van Lant & Fankhanel, LLP (the firm) in effect for the year ended February 28, 2014. My peer review was conducted in accordance with Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

285 East River Park Circle
Suite 110
Fresno, CA 93720

Telephone
(559) 389-5700

Facsimile
(559) 389-5701

Toll Free
(888) 774-3218

Web Site
www.mwscpas.com

Email
mws@mwscpas.com

As required by the standards, engagements selected for review included an audit of an engagement performed under *Government Auditing Standards*.

In my opinion, the system of quality control for the accounting and auditing practice of Van Lant & Fankhanel, LLP in effect for the year ended February 28, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Van Lant & Fankhanel, LLP has received a peer review rating of *pass*.

Sincerely,

Morse Wittwer Sampson, LLP

Morse Wittwer Sampson, LLP



Report to the City Council
Council Meeting of July 14, 2015

Agenda Section: New Business

Subject: Consideration and proposed approval of a resolution appointing applicants to various boards, commissions and committees:

- a. Appointing one applicant to fulfill the Planning Commission vacancy left by Matthew Heil's resignation with the term ending June 30, 2016
- b. Appointing and filling four expired terms to the Active Transportation Committee
- c. Appointing and filling three expired terms to the Library Board of Trustees
- d. Appointing and filling two expired terms to the Multi-Cultural Committee
- e. Appointing and filling one vacant term to the Napa County Mosquito Abatement District
- f. Appointing and filling one expired term to the Parks and Recreation Commission
- g. Appointing and filling five expired terms to the Sustainability Committee
- h. Appointing and filling six expired terms to the Tree Committee

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk 

Approved By: April Mitts, Finance Director/Acting City Manager 

BACKGROUND

Staff held a recruitment seeking applicants from the community to fill expired and/or vacant Boards, Committees and Commissions terms. Various expired terms were extended until the recruitment process was completed. The Boards, Committees and Commissions that have expired terms include the Sustainability Committee, Active Transportation, Napa County Mosquito Abatement District, Multi-Cultural, Library Board of Trustees, Parks and Recreation Commission, Planning Commission and the Tree Committee.

DISCUSSION

The City Clerk's office used various forms of communication reaching out to the community to publicize the recruitment. The following list details the available terms to fill.

Planning Commission

Planning Commission member Matthew Heil resigned effective June 30, 2015. Six applications were received to fill the vacant term which expires on June 30, 2016.

Active Transportation Committee

Active Transportation Committee members Norma Ferriz and Aaron Pott's terms have expired plus an additional vacant term and one vacant alternate position. Two applications were received for four available terms. The City didn't receive sufficient applicants to fill all the terms.

Library Board of Trustees

Library Board of Trustee members Bonnie Long, Lin Weber and Terry Wood's terms have expired. Seven applications were received for three available terms.

Multi-Cultural Committee

Multi-Cultural Committee Josphine Hurtado and Milagros Castro's terms have expired. Two applications were received for two available terms.

Napa County Mosquito Abatement District

One application was received for one available term.

Parks and Recreation Commission

Parks and Recreation Commission member William Summers term has expired. Five applications were received for one available term.

Sustainability Committee

Sustainability Committee members Glenn Smith and Tom Vence's terms have expired plus one vacant term and two vacant alternate positions. Four applications were received for five available terms. The City didn't receive sufficient applicants to fill all the terms.

Tree Committee

Tree Committee members Susann Ortega, Kellie Carlin, Edie Kausch, Carol Troy and Susan Allen's terms have expired plus an additional alternate vacancy. Nine applications were received for six available terms.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Appointments are made by the Mayor and subject to the City Council's approval.

Planning Commission (one term available)

- Appoint one applicant to fill the vacant term expiring 6/30/2016.

Active Transportation Committee (four terms available)

- Appoint one applicant to fill the vacant term expiring 6/30/2016, appoint two applicants to a two year term and one alternate to a two year term.

Library Board of Trustees (three terms available)

- Appoint three applicants to a two year term.

Multi-Cultural Committee (two terms available)

- Appoint two applicants to a two year term.

Napa County Mosquito Abatement District (one term available)

- Appoint one applicant to a four year term.

Parks and Recreation Commission (one term available)

- Appoint one applicant to a two year term.

Sustainability Committee (five terms available)

- Appoint two applicants to a two year term, one applicant to a one year term, one applicant as alternate for a one year term, one applicant as alternate for a two year term.

Tree Committee (six terms available)

- Appoint two applicants to a two year term, two applicants to a one year term, one applicant as alternate for a one year term, one applicant as alternate for a two year term.

ATTACHMENTS

Attachment 1 - Resolution Appointing Members to various boards, commissions and committees

Attachment 2 - Applications for appointment

CITY OF ST. HELENA

RESOLUTION NO. 2015-

**APPOINTING MEMBERS TO THE ST. HELENA
PLANNING COMMISSION, ACTIVE TRANSPORTATION COMMITTEE, LIBRARY
BOARD OF TRUSTEES, MULTI-CULTURAL COMMITTEE, NAPA COUNTY
MOSQUITO ABATEMENT DISTRICT, PARKS AND RECREATION COMMISSION,
TREE COMMITTEE AND SUSTAINABILITY COMMITTEE**

RECITALS

- A. Existing vacancies exists on the Planning Commission, Active Transportation Committee, Library Board of Trustees, Multi-Cultural Committee, Napa County Mosquito Abatement District, Parks and Recreation Commission, Sustainability Committee and Tree Committee.
- B. Applications have been received from community members for the various openings. Protocol calls for appointments to be made by the Mayor and approval by the City Council.

RESOLUTION

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

Planning Commission

- 1. The Mayor hereby appoints _____ to the St. Helena Planning Commission filling a vacant term expiring on June 30, 2016.

Active Transportation Committee

- 1. The Mayor hereby appoints _____ filling a vacant term expiring on June 30, 2016; and
- 2. The Mayor hereby appoints _____ and _____ for a two year term expiring on June 30, 2017; and
- 3. The Mayor hereby appoints _____ as an alternate for a two year term to the St. Helena Active Transportation Committee expiring on June 30, 2017.

Library Board of Trustees

- 1. The Mayor hereby appoints _____, _____ and _____ to the St. Helena Library Board of Trustees for a two year term expiring on June 30, 2017.

Multi-Cultural Committee

1. The Mayor hereby appoints _____ and _____ to the Multi-Cultural Committee for a two year term expiring on June 30, 2017.

Napa County Mosquito Abatement District

1. The Mayor hereby appoints _____ to the Napa County Mosquito Abatement District filling a vacant term expiring on June 30, 2019.

Parks and Recreation Commission

1. The Mayor hereby appoints _____ to the Parks and Recreation Commission filling a vacant term expiring on June 30, 2017.

Sustainability Committee

1. The Mayor hereby appoints _____ and _____ to a two year term expiring on June 30, 2017; and
2. The Mayor hereby appoints _____ to a one year term expiring on June 30, 2016; and
3. The Mayor hereby appoints _____ as an alternate for a one year term expiring on June 30, 2016; and
4. The Mayor hereby appoints _____ to the Sustainability Committee for an alternate two year term expiring on June 30, 2017.

Tree Committee

1. The Mayor hereby appoints _____ and _____ to a one year term expiring on June 30, 2016; and
2. The Mayor hereby appoints _____ and _____ to a two year term expiring on June 30, 2017; and
3. The Mayor hereby appoints _____ as an alternate for a two year term expiring on June 30, 2017; and
4. The Mayor hereby appoints _____ as an alternate to the St. Helena Tree Committee for a one year term expiring on June 30, 2016.

Approved at a Regular Meeting of the St. Helena City Council on July 14, 2015, by the following vote:

Mayor Galbraith: _____
 Vice Mayor White: _____
 Councilmember Crull: _____
 Councilmember Dohring: _____
 Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Planning Commission Applicants
(One available position)

	Name	Contact Numbers		Comments
		Home	Business	
1.	Donna Hinds			
2.	Mary Koberstein			
3.	Edwin Williams			
4.	Lester Hardy			
5.	Brian Cramer			
6.	Oliver Caldwell			

Action: Appoint one applicant to fill the vacant term expiring 6/30/2016.

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Planning Commission

Name: Donna Hinds

Home Address: 1352 Magnolia Ave., St. Helena 94574

Mailing Address: same

Occupation: retired

Business Address: _____

Home Telephone: 707-799-4844 Business Telephone: _____

E-mail: dhinds@me.com

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 1
year full time, more than 10 years part time

Current occupation (within last 12 months)
retired

Business interests in last 12 months:
None

Previous Committee/Commission Experience:

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See attached

Professional and/or community service activities:

See attached

Local government related experience: See attached

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

My primarily reason to serve on the planning commission is to help promote the best interest of St. Helena into the future. I believe I have the necessary background and experience to serve on the planning commission (see attached). Additionally I have attended the majority, if not all, of the planning commission meetings during the past year and believe I have an excellent understanding of the process and the issues.

Names, addresses, and phone numbers of three individuals familiar with your background:

Cyd Greer, _____ 75

Tracy Sweeny, current planning commissioner

Shannon Raggio, _____ m

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Donna Hinds
Signature of Applicant

6/18/15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

DONNA HINDS

1352 Magnolia Ave, St. Helena CA 94574 • Cell: 707-799-4844 • dhinds@me.com

Education

Bachelor of Business Administration, University of Texas, Austin, 1982
Doctor of Jurisprudence, University of Houston, 1986

Work

Watt, White & Craig, Private Law Firm, Houston (1986-1990)
Crady, Jewett & McCulley, Private Law Firm, Houston (1990 – 1992)
Donna P. Hinds, Attorney at Law, Houston (1992-1994)
Exxon-Mobil, Attorney, Houston (1994 – 2000)

Boards/Committees

- Council, Secretary, Vice-President and President of the Oil and Gas Section of the Houston Bar Association. (1990-1994)
- Board Member, CBB Homeowners Association, Houston (1992-1995)
- Executive Committee, Hunter's Creek Elementary Parent Teacher Association (2002 - 2006)
- Board Member, President, Women's Association of Houston Racquet Club (1,000+ members) (2005 - 2010)
- Class Representative, Steering Committee, UC Master Gardeners of Napa County (current)
- St Helena Representative, Napa County Active Transportation & Planning/Active Transportation Committee (current)

Personal/Hobbies

Married to Rusty Hinds (22 years)
Two children (ages 18 and 20); One is Senior at St. Helena High
Master Gardener of UC Master Gardeners of Napa County
Hobbies: gardening, cycling, Tennis, yoga, cooking, reading

References:

Cyd Greer, St. Helena 707-322-6825
Shannon Raggio, St. Helena/San Francisco 415-265-6853
Patrice Ferguson, St. Helena/Houston 713-248-8161

June 18, 2015

Dear Mayor Galbraith,

I am submitting an application for the current opening on the Planning Commission.

The following are reasons I feel that I am very well qualified to serve on the planning commission:

1. I practiced law for 13 years (1986 - 1999) and feel capable of interpreting and assisting with drafting revisions and new provisions of the zoning ordinances, as necessary. My primary field of practice was oil and gas law, which is very closely related to, and includes, an understanding of real estate law.
2. I have an understanding of business. Bachelor of Business Administration, University of Texas (1982).
3. I have prior experience of serving on boards/committees:
 - Council, Secretary, Vice-President and President of the Oil and Gas Section of the Houston Bar Association. (1990-1994)
 - Board Member, CBB Homeowners Association, Houston (1992-1995)
 - Secretary, Hunter's Creek Elementary Parent Teacher Association (2002 - 2006)
 - Board Member, President, Women's Association of Houston Racquet Club (1,000+ members) (2005 - 2010)
 - Class Representative, Steering Committee, UC Master Gardeners of Napa County (current)
 - St Helena Representative, Napa County Active Transportation & Planning/Active Transportation Committee (current)
4. I have prior experience with serving on the Board of a Homeowner's Association (213 homes) and was instrumental in updating outdated deed restrictions.
5. I have designed and built several custom homes in the Houston area for my personal use, and am very familiar with reading building plans and the permitting process.
6. I am very familiar with the City of St. Helena zoning regulations as I have read them numerous times over the last several years while designing my personal home in St. Helena.

7. Over the past year I have attended the majority, if not all, of the planning commission meetings and have become very familiar with the meeting process, and the types of issues that come before the commission.

8. I attend the City Council meetings on a regular basis and am very familiar with the current issues before the City Council. I understand the current financial difficulties the city is facing and want to assist the city in finding ways to improve its financial position.

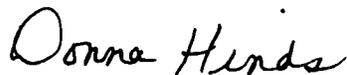
9. Although I have only been a full time resident of St. Helena for one year, I have been in St. Helena part time for over 10 years, and during this entire period I have consistently read the St. Helena Star and have great familiarity with the issues and history of the city.

10. I understand the importance of this position and the impact of the decisions made and will be fully dedicated to do the work necessary to understand the issues and make the correct decisions to the best of my ability.

11. I love St. Helena and plan to live here the rest of my life. My only motivation in serving on the planning commission is to help promote the best interest of St. Helena into the future.

I appreciate your careful consideration of my qualifications to serve on the planning commission and welcome the opportunity to meet with you to discuss this further.

Warm regards,



Donna Hinds
1352 Magnolia Ave
St. Helena, CA 94574
Cell: 707-799-4844
Email: dhinds@me.com

City of St Helena, City Hall

Received

JUN 15 2015

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 967-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Plan Commission

Name: Mary Koberstein

Home Address: 2695 Pinot Way, St. Helena, CA 94574

Mailing Address: 2695 Pinot Way, St. Helena, CA 94574

Occupation: Attorney, self employed

Business Address: Residence

Home Telephone: 707 555 5555 Business Telephone: same

E-mail: r.koberstein@sthelena.com

Please indicate if above numbers can be made available to the public upon request: No

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? We purchased a home in July, 2014; have lived here since September, 2014

Current occupation (within last 12 months) Self-employed attorney specializing in real estate transactions, land use and zoning.

Business interests in last 12 months: None.

Previous Committee/Commission Experience: Zoning Board of Appeals, Evanston, Illinois.

Education Experience: Please see attached resume.

Professional and/or community service activities:
Director, Friends of the Strand Theatre, Rockland Illinois (local art house cinema); Trustee, Center for Maine Contemporary Art, Rockport, Maine

Local government related experience: Prior to obtaining a law degree, I worked as an associate and principal planner for a county planning agency, and ultimately as Director of Community Development for a suburban Chicago community. As a real estate attorney, my practice included land use and zoning representation which led to frequent interaction with local government elected and appointed officials.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute.

I would like to learn more about community history and local government and contribute to St. Helena moving forward. As a new resident, I bring no bias to any issue. Through my experience as a city planner and real estate attorney specializing in land use and real estate, and as a member of a Zoning Board of Appeals, I have a thorough understanding of issues that face a plan commission, as well as the goals and practical realities that confront applicants.

Names, addresses, and phone numbers of three individuals familiar with your background:

Jo Dondis,

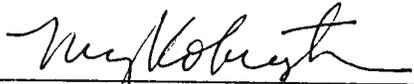
I _____

Mary Linberger, _____

John McLinden,

I _____

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

June 15, 2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Mary Koberstein
2695 Pinot Way
St Helena, CA 94574

Employment

Self-employed, 2008-2015 Attorney specializing in real estate transactions.

Centrum Properties, Inc., Chicago, Illinois, 1998 – 2008

General Counsel to dynamic and well-respected Chicago commercial and residential real estate development company with projects throughout metropolitan Chicago and in other states. Negotiated, structured and documented acquisitions and dispositions, loans, equity and joint venture agreements, condominium declarations, and intricate reciprocal easement and operating agreements for complex mixed-use projects. Experienced in leasing, property management and development agreements. Managed the Legal Department. Significant Chicago projects included acquisition, TIF financing and redevelopment of thirty-one acre former Montgomery Ward Corporate Complex; acquisition, \$250+ million construction financing and development of The Roosevelt Collection, a retail and residential mixed use south loop development; and venture structuring and development of Cityfront Plaza, a major mixed use complex in the Streeterville neighborhood.

Sachnoff & Weaver, Ltd., Chicago, Illinois 1991-93, 1996–98, Partner and Associate, Real Estate Department

Specialized in land use and zoning and real estate transactions. Represented numerous clients obtaining suburban and city zoning relief and other forms of development approvals. Structured successful settlements for clients after undertaking land use litigation on their behalf in two North Shore communities. Documented and closed acquisitions, dispositions and financing.

Lord, Bissell & Brook, Chicago, Illinois, 1993-1996, Associate, Real Estate Department

Documented and closed a variety of real estate transactions. Established cell sites throughout metropolitan Chicago for major cellular telephone company. Advised corporate clients on subdivision, annexation and home rule issues pertaining to municipal litigation.

Department of Community Development, Village of Wilmette, Illinois, 1981-1988, Director of Community Development and Senior Planner

Planned and directed Department activities in all matters relating to land use, building and zoning. Oversaw major revision of the village zoning ordinance. Administrative liaison to Board of Trustees, Zoning Board of Appeals, Plan Commission and Housing Commission.

Department of Planning, Zoning & Environmental Quality, Lake County, Illinois 1978-1981, Principal and Senior Planner

Project manager for Comprehensive Plan revision.

Education

Northwestern University Law School, Chicago, Illinois, J.D. cum laude, 1991.

Executive Editor, *Northwestern University Law Review*

The University of Wisconsin, Madison, Wisconsin, M.S. 1977, Urban & Regional Planning

Smith College, Northampton, Massachusetts, A.B., 1975, Art

Affiliations and Publications

Director, Friends of the Strand Theatre, Inc., Rockland, Maine 2013-2014

Trustee, Center for Maine Contemporary Art, Rockport, Maine 2010 to March 2013

City of Evanston, Illinois, Zoning Board of Appeals, 2002-2007

“Sign Regulation in Illinois: The Constitutional Issues”, *Illinois Bar Journal*, September, 1992

“Condominium Ordinances” published by ICLE in *Illinois Condominium Law*, 1994

City of St Helena City Hall

Received

JUN 15 2015

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Planning Commission _____

Name: Edwin A. Williams _____

Home Address: 818 Chiles Ave _____

Mailing Address: 818 Chiles Ave _____

Occupation: Business Owner/Engineer _____

Business Address: 3125 St. Helena Hwy N _____

Home Telephone: _____ Business Telephone: _____

E-mail: _____

Please indicate if above numbers can be made available to the public upon request: No _____

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 5 Yrs

Current occupation (within last 12 months) Managing Member of Cairdean Estate _____

Business interests in last 12 months: Owner/Managing Member of Cairdean Estate's
businesses _____

Previous Committee/Commission Experience: St. Helena Chamber of Commerce board

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

High School: Clovis West High School; Fresno, CA - '94

Bachelor of Science: Aeronautical & Astronautical Engineering; Purdue University; West Lafayette, IN - '97

- Participated in multiple engineering projects
- Was an elected official for many engineering societies
- Member of many university advisory boards bridging link between students and professors

Masters of Aeronautical & Astronautical Engineering: Purdue University; West Lafayette, IN - '99

- Worked for an engineering firm in El Segundo, CA while completing this degree
- Continued to participate in engineering societies & engineering projects

Senior Engineer: Pratt & Whitney; East Hartford, CT - '00-'02

- Lead performance engineer for multiple projects
- Participated in hiring
- Participated in recruiting and outreach

Senior Engineer: Draper Laboratories; Cambridge, MA - '02-'04

- Worked as a system integrator
- Worked on many other projects

President: TSP Systems; University Park, FL - '04-'10

- Started, ran, and eventually closed TSP company
- Developed audio navigation systems and software

Managing Member: Cairdean Estate; St. Helena, CA - '10-present

- Worked with county planning to develop project
- Consists of multiple parts, with multiple use permits
- Zoning and land use challenges were successfully worked through

Professional and/or community service activities:

St. Helena Chamber of Commerce _____

Local government related experience: None _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute:

I would like to bring a fair and impartial view to the planning board. Looking at only those project requests' merits to determine if they have satisfied the laws and ordinances of our city's definitions and original intent only to determine the viability of requests. Emotional pleas and political whims create confusion for those who are investing their precious time, hard earned money, their hopes, and their dreams into projects both big and small. I would

be able to make challenging, sometimes politically unpopular, decisions without difficulty, safe in the knowledge that the laws of the City of St. Helena, its general plan, and its ordinances were there to provide the justification.

Names, addresses, and phone numbers of three individuals familiar with your background:

Marcus Marquez, 1000 XX XX XX XX

Cody Stacey, 1000 XX XX XX XX

Peter White, 1000 XX XX XX XX

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Planning Commission

Name: Lester Hardy

Home Address: _____

Mailing Address: _____

Occupation: Lawyer

Business Address: _____

Home Telephone: 480-8093 Business Telephone: 480-8093

E-mail: LTRAINHARDY@YAHOO.COM

Please indicate if above numbers can be made available to the public upon request: phone; email

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 37 years

Current occupation (within last 12 months) Lawyer

Business interests in last 12 months: Law Offices of Lester F. Hardy

Previous Committee/Commission Experience:

City Council 1990-1994

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA UC Santa Cruz
JD Stanford

Professional and/or community service activities:

Kiwanis

Local government related experience: Served one term
on St. Helena City Council 1990-1994

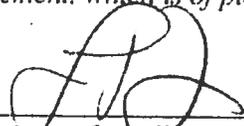
Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I believe my experience with local policy issues will enable me to make a useful contribution to the work of the Planning Commission

Names, addresses, and phone numbers of three individuals from your background:

Jeff Farmer 763-0000
Bill Savidge
Chuck Sawdy

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

 Signature of Applicant
Date 6/11/15

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

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City Clerk
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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY Position available

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: LOCKDOKTOR@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: No

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting degree

MINOR IN BUSINESS + PUBLIC RELATIONS

Professional and/or community service activities:

Served St. Helena with locksmith services since
1989

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO MY COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

Lowell Smith

Mary Agee

MARIO Scalatti

Dwinelle Coffee

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

6-25-15

Date

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APPLICATION FOR APPOINTMENT

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Committee/Commission to which you are applying:

Planning Commission

Name: Oliver Caldwell

Home Address: 235 South Crane

Mailing Address: St Helena CA 94574

Occupation: ART DEALER

Business Address: 1328 MAIN

Home Telephone: _____ Business Telephone: _____

E-mail: oliver@caldwell-snyder.com

Please indicate if above numbers can be made available to the public upon request: _____

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? ~~5~~ 13 yrs

Current occupation (within last 12 months) Same

Business interests in last 12 months: _____

Previous Committee/Commission Experience: 

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA in Berkeley CA
32 years ART DEALER, Owner operator of Aida Vineyards
owner operator large Apartment complex Phoenix, CA
contractor of New Homes, Charity Rock Band
Professional and/or community service activities:

Active supporter of Bay Girls,
Cameo, St Helena Family Center, Clinic etc

Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

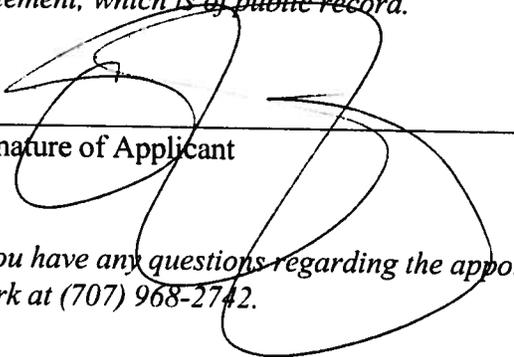
I have a deep financial and personal interest in
St Helena and seek to preserve its special Ambiance and
help manage the growth that is an inevitable growth in
new construction, remodels, new businesses, etc.

Names, addresses, and phone numbers of three individuals familiar with your background:

Jim Anderson
Gretchen Lawton
Christie Abreu
Thomas Allen

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant



Date

one

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

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City Clerk
1480 Main Street
St. Helena, CA, 94574

Active Transportation Committee Applicants
(Four available positions)

Name	Contact Numbers		Comments
	Home	Business	
1. Michael Chisek			
2. Brian Cramer			

Action: Appoint one applicant to fill the vacant term expiring 6/30/2016 and appoint three applicants to a two year term.



City of St. Helena

April 3, 2015
MAY 15 2015

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
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RECEIVED

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Active Transportation - Sustainability

Name: Michael A Chisck

Home Address: 2286 Boyson Lane St Helena CA 94574

Mailing Address: Same

Occupation: Finance

Business Address: 2498 Sand Hill Rd Menlo Park CA 94025

Home Telephone: 707-302-5103 Business Telephone: 646-522-4747

E-mail: m.chisck@yahoo.com

Please indicate if above numbers can be made available to the public upon request: Yes

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 1 1/2 yrs.

Current occupation (within last 12 months) Chief Investment Officer / Market Strategist Stamos Capital

Business interests in last 12 months: Same

Previous Committee/Commission Experience: Board Washington Int. School Board Washington National Opera

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Professional and/or community service activities:

Social Concerns Committee - The Beavon School

Local government related experience: Neighborhood Historical Society

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Have moved to this city and want to be a contributing member of society. Feel my extensive business background can bring analytic skills.

Names, addresses, and phone numbers of three individuals familiar with your background:

Michael Clark - 2110 S. 1st St. - 707-968-1700

Peter Stammis - 2110 S. 1st St. - 707-968-1700

Susan Mansell

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

4-3-2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
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St. Helena, CA, 94574

Michael A. Chisek
2286 Boyson Lane
St. Helena, CA
(646) 522-4747

Experience

2014-Present **Stamos Capital Partners** **Menlo Park, CA**

Chief Market Strategist

Advise Managing Partner and Investment Team on Equity Strategy including selecting Equity Managers and making direct investments in public companies. Help review private market opportunities. Mentor and develop Investment Team members to increase market orientation.

2009-2014 **Stamos Capital Partners** **Menlo Park, CA/
New York, NY**

Chief Investment Officer and Co-Managing Partner

Managed 50 person Investment Team and the New York offices of an \$8 Billion fund-of-funds and investment advisory firm. Responsible for manager selection and due diligence. Travelled through North America, Europe, and Asia to meet and evaluate hedge-fund managers.

1992-2009 **D. C. Capital Partners** **New York, NY**

Co-Founder and Portfolio Manager

New York based Investment Partnership. Grew assets from \$29 Million to over \$400 Million. Substantially outperformed equity benchmarks. In addition to Co-Managing portfolio, was responsible for Accounting and Compliance. Made investments in technology, health care, and consumer goods.

1981-1992 **McKinsey & Company** **New York, NY/
Washington DC**

Partner

Joined the International consulting firm out of business school. Managed studies for Fortune 500 Companies. Range of clients included health care, industrial, and consumer good companies. Was active in Public/Private practice and participated in studies to evaluate municipal growth initiatives.

1973-1979 **U.S. Department of State** **Washington DC**

Foreign Service Officer

Served in DC and as Vice Consul in Douala Cameroon.

Education

1979-1981 **Harvard Business School** **Boston, MA**
Graduated with distinction and winner of Henry Ford Medal for number one graduate.

1969-1973 **University of Illinois** **Champaign, IL**
Bachelor of Arts Degree. Graduated with high honors and distinction in Economics

Personal

Married, two children. Recently relocated to Saint Helena in Napa Valley. Enjoy outdoor activities especially hiking, biking and swimming as well as visiting wineries.



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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY Position available

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: LOCKDOKTOR @ GMAIL . COM

Please indicate if above numbers can be made available to the public upon request: No

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting degree

MINOR in Business + Public Relations

Professional and/or community service activities:

Served St. Helena with Locksmith services since
1989

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO MY COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

Lowell Smith

Mary Agee

MARIO Scalatti

Dwinelle Coffee

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

6-25-15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena

City Clerk

1480 Main Street

St. Helena, CA, 94574

Library Board of Trustee Applicants
(Three available positions)

Name	Contact Numbers		Comments
	Home	Business	
1. David Phinney			
2. Matt Harris			
3. Joan Westgate			
4. Terry Wood			
5. Lin Weber			
6. Brian Cramer			
7. Jan Darter			
8. Sarah Parker			

Action: Appoint three applicants to a two year term.

City of St Helena, City Hall
Received

JUN 08 2015

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

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Committee/Commission to which you are applying:

Library Board of Trustees

Name: David Phinney

Home Address: 1301 Allyn Ave. St. Helena CA 94574

Mailing Address: Same

Occupation: Winemaker

Business Address: 1352 Main St. St. Helena CA 94574

Home Telephone: 707-967-8116 Business Telephone: 707-967-9179

E-mail: davesphinney@gmail.com

Please indicate if above numbers can be made available to the public upon request: Yes

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena?

Current occupation (within last 12 months) winemaker for Orin
Swift Cellars

Business interests in last 12 months: same

Previous Committee/Commission Experience:

Chamber of Commerce Economic Vitality Focus
Group

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Professional and/or community service activities:

co-chair Capital Campaign St. Helena Montessori

co-chair Capital Campaign St. Helena Catholic Church

Puertas Abiertas 10+ years

Local government related experience:

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

As an 18 year resident of St. Helena I felt it was time to get involved in local government. The time commitment is such that it allows me to do so.

Names, addresses, and phone numbers of three individuals familiar with your background:

Father Gordon Kalil

Peter White

John Sorensen

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

d spring
Signature of Applicant

6/6/15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

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City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Library Trustees

Name: Matt Harris

Home Address:

Mailing Address: 1241 Adams St. #1123, SH

Occupation: CEO of small educational software company

Business Address: 3395 Mt. Veeder Rd, Napa

Home Telephone: 707-775-8803 Business Telephone: 949-480-1029

E-mail: mattha@gmail.com

Please indicate if above numbers can be made available to the public upon request: Yes – but not home address please.

Are you a resident of St. Helena? Yes

If yes, how long have you lived in St. Helena? Since spring 2011

Current occupation (within last 12 months): CEO of small educational software company. We provide test preparation, continuing education and online learning for multiple industries.

Business interests in last 12 months: Proprietor : Vesper Wines, Matt Harris Enterprises, Matt Harris Designs

Previous Committee/Commission Experience:

- Served on Library Foundation Board (later to become Friends and Foundation). Resigned early 2014.
- Currently serve as Sunday night representative for the Parks & Rec Bocce Council
- Various non-government (non-profit orgs) committee experience

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

I will attach a bio to communicate relevant experience.

Regarding education:

- Amphitheater HS (Tucson, AZ) 1987
- University of Nevada Las Vegas 1987-1990 (music major)
- Pepperdine University 1995. Executive MBA with a concentration in Strategy.

Professional and/or community service activities:
Please see bio.

Local government related experience: None

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

As you can see from my bio, I believe strongly in giving back to my community, especially when my efforts can benefit children and education. I was invited to join the Library Foundation and resigned after about 1.5 years shortly after merging with the Friends. While there, I became familiar with all sides of the issues facing the library as well as multiple opportunities that I felt could be defined and then set as goals. Ultimately I felt that the progress was too sluggish and I then focused my volunteer time elsewhere. I still see the same (and new) opportunities for our library and feel that, as a member of the Board of Trustees, I can help set goals that will benefit the library and the community while bringing together all related (although often in disagreement) parties (City, F&F, Community) to work towards these goals. I feel there needs to be closer alignment with the city and library as well as that the library has an opportunity to become more self-sustainable. My leadership skills along with my fundraising experience for non-profits will hopefully contribute towards some positive momentum and measurable outcomes.

Names, addresses, and phone numbers of three individuals familiar with your background:

1)

Lori Pack : Executive Director of Child Guidance Center.

2)

James Harker : General Counsel & Chair, SLDC (Speech Language and Development Center) Founders' Circle

Buen...

...

3)

Kay Rosen : Senior Advancement Officer – Pepperdine University

...

...

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant



Date

6/25/2015

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

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1480 Main Street
St. Helena, CA, 94574



Matt Harris Biography

Throughout a diverse and extraordinary career, Matt Harris has managed to cultivate his passion for life and its boundlessness - from music, to art, to wine - in all his auspicious endeavors. In 1987 Matt received a scholarship to the University of Nevada at Las Vegas (UNLV) where he was selected as their Drum Major, choreographing and directing their marching band. While studying music, Matt worked in a local art gallery selling 20th century masters. In 1991, while still in his early 20's, Matt went from selling fine art to a post as Western Regional Gallery Operations Manager for the Warner Brothers Studio Store division. There he assisted the company in expanding from four to over 100 stores in just three years and was responsible for a gallery sales force in over 20 stores on the West Coast generating over \$25 million in revenue.

In 1995, Mr. Harris received his MBA from Pepperdine University's Executive Program with a concentration in strategic planning. He left Warner Brothers and built a clientele that benefited from his acumen as a consultant to start-ups and an analyst for investment offerings. As a result he has been profiled and interviewed by the nation's top financial journals including the CNN - Fortune Newsstand Show, Business Week, Wall Street Journal, Los Angeles Times, Washington Post, Money Magazine, and San Francisco Chronicle.

In 1997 Mr. Harris founded ExamWeb while preparing to take the CFA (chartered financial analyst) exam. Since then he has served as the company's President and CEO. ExamWeb offers a testing and training platform to companies who use it to produce online test prep products or to train and certify employees. Since then, ExamWeb has delivered over a hundred million online questions to people worldwide studying for or taking tests that enhance their careers. His corporate clients have included General Motors, Prudential, Kaplan, McGraw-Hill, Pearson, Reed Elsevier, the American Association of Pediatrics, the UK's Royal Society of Medicine and others.

In 2003, Matt entered in to a completely unrelated business by accident . While teaching a class on Entrepreneurship at Pepperdine's Fully Employed MBA program he decided to start a mock business designing jewelry as an example for his class. Almost

immediately, his designs garnered the love and approval of customers and celebrities. Soon he was designing jewelry for Debra Messing to be worn on NBC's Will & Grace. His pearl jewelry has since adorned the necks of several celebrities and models and he has been covered in leading industry journals including JCK, Modern Jeweler, Luxury, and The Wedding Channel.

Mr. Harris believes strongly in balancing work with philanthropic endeavors. While he supports many types of organizations, he has an affinity towards organizations that help children. After his second elected term as President of Pepperdine University's Alumni Association, Matt joined the Board of Felice Foundation (started by Dr. Leo Buscaglia). Combining his love for entrepreneurship with charity, he then joined the brand new Share Our Wine Foundation (SOW) where he assisted in raising almost \$300,000 in the organization's second year with only one event. SOW then dispersed the proceeds to local children's charities. In 2009 he joined the Board of Children's Guidance Center (CGC) in Orange County California. In 2010 he was elected President of the Board of Directors, working with the Executive Director in overseeing a staff of 80 full time employees and an operating budget of close to \$6 million. Child Guidance Center proudly treats approximately 5000 abused children every month and operates with extreme efficiency, boasting 90 cents of every dollar raised going directly to services. In 2001 Matt received Pepperdine University's "Oly Tegner" Award for Volunteerism. In 2002 he was selected as Pepperdine's 2002 "Distinguished Alumnus".

With his passion for wine in mind, in 2011 Matt and his family moved to St. Helena, CA in the heart of Napa Valley. Within a month of moving to town he volunteered to Chair a local pre-school fundraising event which, with a very small population of students, generated over \$100,000 in revenue. While living in Saint Helena he has served as a member of the Board of Saint Helena Library Friends and Foundation, as President of the Board at a local private school, and currently represents the Sunday night players on Saint Helena Parks and Recreation's Bocce Council.

As Matt breaks new ground, developing and supporting innovative new products and organizations, he continues to cultivate his passion for life.



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APPLICATION FOR APPOINTMENT

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Committee/Commission to which you are applying:

BOARD OF LIBRARY TRUSTEES

Name: _____

Joan Westgate

Home Address: _____

1520 Pine Street

St. Helena, CA 94574

Mailing Address: _____

Occupation: RETIRED R.E. BROKER, MASTER SADDLERY

Business Address: _____

707-963-9050

Home Telephone: _____ Business Telephone: _____

E-mail: **JWESTGATE33@GMAIL.COM**

Please indicate if above numbers can be made available to the public upon request: YES

Are you a resident of St. Helena? Y If yes, how long have you lived in St. Helena? 45 YRS

Current occupation (within last 12 months) SUPERVISOR OF MY PROPERTY REMODEL

Business interests in last 12 months: TERRA VESCO - VERMIL COMPOST CO.

Previous Committee/Commission Experience:

DOCENT AT ROBT RUIS STEVENSON MUSEUM
ON BOARD OF UNVVA
UPPER NAPA VALLEY ASSOCIATES
ON OPERA HOUSE BOARD
ON NV MUSEUM BOARD

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA MA, EDUCATION, STANFORD (4 CHILDREN IN ST HELENA SCHOOLS)
IN 1970-74 STARTED PARENT GROUPS AT HIGH JR HIGH
1 YEAR IN UACA BERKELEY IN LANDSCAPE ARCHITECTURE
Professional and/or community service activities:
SEE P. 1

Local government related experience: ON BD OF UPPER NAPA VALLEY ASSOCIATES

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

MY EDUCATION EXPERIENCE, LOVE OF LIBRARY AND ACTIVITIES
THIS LIBRARY CENTRAL TO SUCCESS OF THIS COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

MARY NOVAK
LANA WANDOFF
MOLLY CHAPPELLE

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

WAND WESTGATE
Signature of Applicant

10-26-15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Library Board of Trustees

Name:

~~TERRY~~ Woods

Home Address:

1798 Main St. St Helena, CA

Mailing Address:

same

Occupation:

Artist

Business Address:

same

City of St. Helena

APR - 3 2015

RECEIVED

Home Telephone: 963-811 Business Telephone: Same

E-mail: terry1798@Comcast.net

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 22 years

Current occupation (within last 12 months) Artist

Business interests in last 12 months: Same

Previous Committee Commission Experience:

Please see attached note

Education Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BS UCSF 1966
Owned Business: McHugh + Co 33 Maiden Lane SF.
President de Rosa Art preserve

Professional and/or community service activities:

see note

Local government related experience:

see note

Please explain your reasons for wishing to serve on this committee commission and how you feel that you may contribute

I love the library + and want to work to achieve the potential it deserves.

Names, addresses, and phone numbers of three individuals familiar with your background:

Randy Wood
Lyan Fountain
Janet Meyers

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Terry Wood

Signature of Applicant

3-24-15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Having spent the last six months as a member of the Board of Trustees I feel that I have gained a foundation of knowledge regarding the trustees, our role and the problems, opportunities and programs such that I can now make a very positive contribution. I have attended meetings of Friends of the Library to gain an insight into their efforts for enhancing the library experience for the community. Also, I attended the recent Goal Setting workshop to learn about the various challenges facing the city. With this in mind I am applying to remain on the Board of Trustees for the St. Helena Library for a standard two year term.



1798 Main Street
St Helena , CA

T

June 29, 2015

To Whom It May concern:

This is an update to my application to be reinstated to the SHPL Board of Trustees.

I have been on the Board since November 2014. In those months I have spent time learning how the Library functions. I have attended the Budget workshop and the Brown Act workshop. I have met with the FFSHPL at their invitation and have found the time spent on Library issues most valuable.

Now, with the new budgetary constraints, I feel I can be most helpful in working with my fellow Trustees and also the FFSHPL to continue to maintain the Library at it's current excellent level, yet, live within it's new financial structure.

Sincerely yours,

Terry Wood

RECEIVED

MAR 16 2015

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574

(707) 968-2792

CITY OF ST. HELENA

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

_____ St Helena Public Library Board of Trustees

Name: Lin Weber

Home Address: 1611 Doris Court St Helena

Mailing Address:

same

Occupation: counseling psychologist/ historian

Business Address: 68 Coombs St A-6 Napa, CA 94559
999 Adams St Suite 300 St Helena

Home Telephone: _____ Business Telephone: _____

E-mail:

linweber@earthlink.net

Please indicate if above numbers can be made available to the public upon request:

no

Are you a resident of St. Helena? y_ If yes, how long have you lived in St. Helena? 44 yrs

Current occupation (within last 12 months) counseling psychologist / historian

Business interests in last 12 months: historical reports for Bill Harlan, Larry Bettinelli

Previous Committee/Commission Experience: present library bd member

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

attached

Professional and/or community service activities:

current library board member

have also written many articles about local history for the St Helena Star

Local government related experience:

current

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I have enjoyed my experience so far on the library board and have helped gather statistical information comparing St Helena (city and library) with similar cities. I contribute to the meetings and am eager to continue as an active participant in this important community resource.

Names, addresses, and phone numbers of three individuals familiar with your background:

Inger Laidley

Kathleen Patterson

Sande Marston

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

3-16-15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Education

1980-1983 Sonoma State University, Rohnert Park, CA MA in Counseling Psychology

1978-1980 Pacific Union College, Deer Park, CA Teaching Credential, Secondary

1963-1967 Wheaton College, Norton, MA. B.A., English (Cum Laude with Departmental Honors)

Experience

1986-present (2015) Licensed Marriage and Family Therapist. Private counseling practices in Napa and St. Helena CA

1983-1986 Interning psychotherapist, Napa County Mental Health

Certification Review Hearing Officer, Napa County

Patients' Rights Advocate, Napa County

1980-1983 Executive Director, Napa County Mental Health Association

1968-1970 Associate Editor, "Grade Teacher" magazine, Greenwich, Connecticut

Community Work

2015 Member, Board of Trustees, St Helena Public Library

2011-present Diocesan Review Board, Catholic Diocese of Santa Rosa

2002-2013 Member, Institutional Review Board, Queen of the Valley Hospital

2000-2002 Trustee, Napa Valley Museum

1998-1999 Senior Warden, Grace Episcopal Church, St. Helena

Historian and Author

Author of *Old Napa Valley: The History to 1900*, Wine Ventures Publishing (1998) Author of *Roots of the Present: Napa Valley 1900-1950*, Wine Ventures Publishing (2001) Author of *Under the Vine and the Fig Tree: The Jews of the Napa Valley*, Wine Ventures Publishing (2003) Author of *Napa Valley Wine Country*, Arcadia Publishing (2004) Author of *Napa*, Arcadia Publishing, Images of America series (2004) Author of *The Wine Cellar*, Wine Ventures Publishing (2006) Author of *Queen of the Valley: 50 Years*, Wine Ventures Publishing (2007) Author of *Prohibition in the Napa Valley*, The History Press (2013) History Column, *St. Helena Star* (2004-2007) Historical articles in "Napa Valley,"

Lin Weber, MFT

linweber.net

“Destination” magazine; “Wheaton Alumnae Quarterly,” others Contributing author, *Napa Valley Impressions*, Jerry Alexander, Amarin Publishing (1999) Contributing author, *Exploring St. Helena*, St. Helena Chamber of Commerce (2002)

2000-present: Historical research projects for corporations and individuals, including Leslie Rudd, Bill Harlan, Joel Gott, Larry Bettinelli, and many others.



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY Position available

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: LOCKDOKTOR@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: No

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting degree

Minor in Business + public Relations

Professional and/or community service activities:

Served St. Helena with Locksmith services since
1989

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO my community

Names, addresses, and phone numbers of three individuals familiar with your background:

Lowell Smith

Mary Agee

MARIO Sculatti

Dwinelle Coffee

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

6-25-15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

**CITY OF
ST. HELENA
MAY 27 2015**

**OFFICE OF
CITY CLERK**

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Library Board.

Name: Jan Darter

Home Address: 783 Stralla Ct.

Mailing Address: _____

Occupation: retired RN

Business Address: _____

Home Telephone: 707-963-4447 Business Telephone: _____

E-mail: jan.darter@gmail.com

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 20 yrs

Current occupation (within last 12 months) retired from St. Helena Hospital in Sept 2014

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

none

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Registered nurse at St. Helena Hospital OR unit
for 42 yrs. The last 17 yrs as unit manager

Professional and/or community service activities:

Kiwanis Club of SH

Troop 1 Boy Scout committee member / leader
Safe Kids Napa Valley Car Seat Coalition

Local government related experience:

none

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Have more time to "give back" to community.
The library is an entity I'm familiar with.

Names, addresses, and phone numbers of three individuals familiar with your background:

Beth Lincoln

Bobby Brown

Cindi Frediani

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Laura Darter

Signature of Applicant

5-24-15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Board of Library Trustees

Name: Sarah Parker

Home Address: 1084 Mariposa Lane, St. Helena, CA 94574

Mailing Address: Same

Occupation: National Customer Service Rep/ Inventory Manager

Business Address: 1310 Second Street, Napa, CA 94574

Home Telephone: 707 322 3643 Business Telephone: _____

E-mail: Sarahr.parker@gmail.com

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? _____

Current occupation (within last 12 months) _____

National Customer Service Rep/ Inventory Manager

Business interests in last 12 months: N/A

Previous Committee/Commission Experience:

St. Helena Planning Commission

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Please see attached resume.

Professional and/or community service activities:

St. Helena Planning Commission, St. Helena Sunrise Synodist member
CCD educator at St. Johns Catholic Church

Local government related experience:

St. Helena Planning Commission

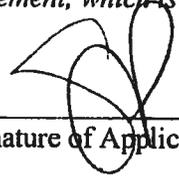
Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

The library has always been an important part of my life and I would like the opportunity to further serve my community. With recent budget cuts there is a need for more innovative thinking. I am able to maintain a high level of professionalism while dealing with controversial matters.

Names, addresses, and phone numbers of three individuals familiar with your background:

Bill Phelps -
Pam Simpson -
Eric Sklar -

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

6/25/15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Sarah R. Parker

1084 Mariposa Lane ♦ St. Helena, CA 94574

707.322.3643 ♦ SarahRParker@gmail.com

EXPERIENCE

Quintessential Wines

National Inventory Manager & Customer Service Representative

- Manage and control all national inventory and sales, encompassing wines from around world and numerous brands and labels

Napa, California

October 2014-Present

City of St. Helena Planning Commission

Chairperson

- Attend and preside over public meetings and make decisions on various project applications including use permits, variances, parcel maps, and design review for residential, commercial, and industrial development (including CEQA)

St. Helena, California

January 2011-Present

Behrens Family Winery

Office Coordinator

- Responsible for the daily and ongoing office management

St. Helena, California

August 2013-October 2014

Abreu Vineyard/David Abreu Vineyard Management

Assistant Office Manager

- Responsible for the administration of client and customer information and activities involving: client budgets, the Abreu Vineyard mailing list, compliance, human resources, and was Project Manager for Vineyard Timber Conversion Plans

St. Helena, California

August 2004-July 2005, August 2008-August 2013

Suffolk University Law School Defender's Clinic

Student Attorney

- Selected as one of nine students to provide legal counsel to indigent clients charged with misdemeanors and felonies in the Boston Municipal Court

Boston, Massachusetts

August 2007-May 2008

Law Offices of James R. Rose

Law Clerk

- Conducted research and drafted memoranda focusing on contract, corporate, property and real estate litigation

St. Helena, California

May 2006-September 2006; May 2007-August 2007

BAR MEMBERSHIP

Admitted to the State Bar of California, December 2008.

EDUCATION

Suffolk University Law School

Juris Doctor, May 2008

Honors: Dean's List, 2006-2008

Activities: Student Bar Association (2007-2008), *Council of President's Liaison*, Phi Alpha Delta Fraternity International,

Frankfurter Chapter (2006-2008), *Justice (President)*, PMBR (2007-2008), *Head Representative*

Boston, Massachusetts

California State Polytechnic University

Bachelor of Science, *magna cum laude*, June 2004

Major: Social Sciences, Concentration: Organizations

Honors: Academic President's Honors, 2003

San Luis Obispo, California

St. Helena High School

Graduated June 2000

St. Helena, California

ACTIVITIES

- Catechism Teacher at St. John's Catholic Church in Napa, CA
- Member of Soroptimist International, St. Helena Sunrise
- Student Advisor/Grader at Themis Bar Review
- Volunteer Social Media Assistant for Bill Dodd
- Participates with the St. Helena Chamber of Commerce various fundraising efforts (St. Helena Renaissance, Save the Fireworks Campaign, etc)

Multi-Cultural Committee Applicants
(Two available Positions)

Name	Contact Numbers		Comments
	Home	Business	
1. Brian Cramer			
2. Milagros Castro			

Action: Appoint two applicants to a two year term.



Multi-Cultural

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574

(707) 968-2792

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY POSITION AVAILABLE

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: LOCKDOCTOR@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: NO

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting degree

MINOR IN BUSINESS + PUBLIC RELATIONS

Professional and/or community service activities:

Served St. Helena with Locksmith services since
1989

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO MY COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

Lowell Smith

Mary Agee

MARIO Scalath,

Dwinelle Coffee

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

6-25-15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

MULTI-CULTURAL

Name: MILAGRES CASTRO

Home Address: 1650 MAIN ST. #1

Mailing Address: (same as above)

Occupation: DIETITIAN

Business Address: 1650 MAIN ST. #1

Home Telephone: _____ Business Telephone: _____

E-mail: milagrescastro@att.net

Please indicate if above numbers can be made available to the public upon request: _____

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 11

Current occupation (within last 12 months) CONSULTANT FOR OLIVE OILS AND OLIVE OIL

Business interests in last 12 months: MEMBER OF THE CALIFORNIA OLIVE OIL COUNCIL TASTING PANEL

Previous Committee/Commission Experience: MULTI-CULTURAL COMMITTEE FOR MORE THAN 8 YEARS

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BACHELOR'S DEGREE IN ACCOUNTING

Professional and/or community service activities:

Local government related experience: MULTI-CULTURAL COMMITTEE FOR MORE THAN 8 YEARS

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

BEING A LATINA I CAN HELP MY COMMUNITY BY ADDRESSING THE MATTERS THAT AFFECT THEM

Names, addresses, and phone numbers of three individuals familiar with your background:

GRAE RISTNER

PATTY GUIJOSA

JOSEFINA HURTADO

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

M. M. Castro
Signature of Applicant

29 JUNE 2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Napa County Mosquito Abatement Applicants
(One available position)

Name	Contact Numbers		Comments
	Home	Business	
1. Brian Cramer			

Action: Appoint one applicant to a two year term.



Mosquito Abatement

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY Position available

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: LOCKDOKTOR@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: No

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting Degree

Minor in Business + Public Relations

Professional and/or community service activities:

Served St. Helena with locksmith services since
1989

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO MY COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

Lowell Smith 1310 GARDEN AVE 707 968 5142

Mary Agee 1733 FIR HILL Dr. 707 339 0161

MARIO Scalatti, 1026 Chester Oak Apt A 707 235 2555

Dwinelle Coffee 619 Liparite Ave 707 304-1234

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

6-25-15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena

City Clerk

1480 Main Street

St. Helena, CA, 94574

Parks and Recreation Commission Applicants
(One available positions)

	Name	Contact Numbers		Comments
		Home	Business	
1.	Christine Talley			
2.	Rebecca Martin			
3.	Brian Cramer			
4.	Tara Blum			
5.	Matthew Demchuk			

Action: Appoint one applicant to a two year term.



CITY OF ST. HELENA

MAR 31 2015

RECEIVED

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574

(707) 968-2792

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

PARKS AND RECREATION Commission

Name: CHRISTINE F. TALLEY

Home Address: 18 LAGUNA SECA CT., ST. HELENA, CA 94574

Mailing Address: SAME AS ABOVE

Occupation: SELF EMPLOYED

Business Address: 18 LAGUNA SECA CT., ST. HELENA, CA 94574

CELL

~~Home~~ Telephone: 707-812-0770 Business Telephone: 707-812-0770

E-mail: TALLEYSAINT@AOL.COM

Please indicate if above numbers can be made available to the public upon request: YES

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 11 YRS.

Current occupation (within last 12 months) SELF EMPLOYED.

Business interests in last 12 months: COMMUNITY ORGANIZER- AARP,

- LEAGUE OF WOMEN VOTERS - NAPA, FUNDRAISER RIANDA HOUSE
- FUNDRAISER CAMEO CINEMA

Previous Committee/Commission Experience:

- NAPA COUNTY GRAND JURY 2013, VARIOUS COMMITTEES
- HOMEOWNERS ASSOCIATION, VINEYARD VALLEY, ST. HELENA
VARIOUS COMMITTEES.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

- BS/BUSINESS ADMINISTRATION, SAN FRANCISCO STATE UN.
- STATE OF CALIFORNIA - WORKERS COMPENSATION SPECIALIST
- NAPA COUNTY GRAND JURY.

Professional and/or community service activities:

- CAMEO CINEMA - AMBASSADOR - FUND RAISER
- COMMUNITY ORGANIZER - NAPA CHAPTER, AARP
- ORGANIZER - NAPA COUNTY FILM FESTIVAL

Local government related experience: NAPA COUNTY COMMISSION ON AGING.

- ORGANIZER FOR VARIOUS CANDIDATES IN ST. HELENA
RUNNING FOR OFFICE.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute. WISH TO PROVIDE BUS TRIPS TO CULTURAL, SPORTS, EDUCATIONAL, OUTDOOR EVENTS, INCLUDING LOCAL, STATE & REGIONAL PARKS FOR ENTIRE COMMUNITY.

- COORDINATE WITH CAMEO CINEMA, MUSIC, MOVIES & SPECIAL EVENTS AT LYMAN PARK.

Names, addresses, and phone numbers of three individuals familiar with your background:

- GRACE KISTNER, 711-1111, 711-1111
- CATHY BUCK, 711-1111, 711-1111
- LOWELL SMITH, 711-1111, 711-1111

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Christine F. Kelley
Signature of Applicant

3-31-15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 967-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Parks and Recreation Commission _____

Name: Rebecca Martin _____

Home Address: 805 Signorelli Circle, Saint Helena CA 94574 _____

Mailing Address: Same _____

Occupation: Allocation Manager at William Cole
Vineyards _____

Business Address: 2849 Saint Helena HWY North, Saint Helena CA
94574 _____

Home Telephone: _____ Business Telephone: 7 _____

E-mail: _____

Please indicate if above numbers can be made available to the public upon request: _____

Are you a resident of St. Helena? Y If yes, how long have you lived in St. Helena? 3 months
Current occupation (within last 12 months) _____

Allocation Manager at William Cole Vineyards _____

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

I was a member of the CHEERS! St Helena committee for two years. I have also sat on numerous committees with the Napa Valley Vintners.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

See Attached

Professional and/or community service activities:

I volunteer at the Saint Helena Public Library 2-4 times a month helping with events.

Local government related experience: I do not have any at this time.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute:

Although I am new to Saint Helena I have been in the valley for the last eight years and have always loved this town. I wish to serve on the committee because I feel that public service is very important. I chose the Parks and Receptions Commission because I appreciate the Parks here so much. From walking my dog through Jacob Meily Park nearly every morning to playing bocce in Crane Park and live music in Lyman Park I have had such wonderful times in St Helena's parks and would like the opportunity to give back to them.

Names, addresses, and phone numbers of three individuals familiar with your background:

Tracy Smith:

Katie Simpson:

94 777

Jane Ballentine: 70

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 967-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

HELLO

REBECCA
MARTIN



REDACTED



@REDACTED



REDACTED 04



800-REDACTED
SAINT HELENA, CA 94574

EDUCATION

The Culinary Institute of America

Bachelors of Professional Studies Degree in Culinary Arts Management

December 2005

Hyde Park, New York

EXPERIENCE

William Cole Vineyards

Allocation Manager

Saint Helena, California

Nov 2013 - Current

- Responsible for managing allocation members and all direct sales orders.
- Work in tandem with the owners to ensure all office operations are satisfied.
- Compose e-mail campaigns and marketing materials for sales purposes.
- Handle all fulfillment and wine logistics.
- Manage the design and implementation of new products.

Chase Cellars

Direct Sales, Wine Club Manager

Saint Helena, California

Feb 2010 - Aug 2013

- Responsible for marketing, booking and conducting tours and tastings.
- Grew Wine Club by 50 percent by changing the structure and marketing to current customers.
- Composed e-mail campaigns and marketing materials for sales purposes.
- Worked closely with the wine maker Joel Aiken in production and post production of the wine.
- Worked with various systems including eCellars, AMS, and Ship Compliant.
- Handled all shipping logistics for direct-to-consumer, in compliance to different state laws.
- Planned and managed private events.

Signorello Estate

Hospitality and Marketing

Napa Valley, California

June 2009 - Feb 2010

- Responsible for hosting guests in both Tasting Room and Private Tastings.
- Developed ongoing program and implementation of food and wine pairings for intimate "Enoteca" tastings.

Melissa Teaff Catering/Napa Valley Cookie Company

Event Coordinator/Sales and Marketing

Oct 2009 - Feb 2010

- In charge of sales and marketing for the new product "Wine Snaps" in and around Napa Valley

Elephant Hill Estate and Winery

Assistant Manager

Hawke's Bay, New Zealand

Dec 2008 - June 2009

- Established all formal structures/protocols and reporting responsibilities for newly opened Winery Restaurant and Tasting Room.
- Created a food & wine training manual for all staff (front/back of house and Tasting Room)
- Prepared a 12 month budgetary structure for the restaurant and tasting room in conjunction with other Senior Management.

Whole Foods Market

Specialty Associate Team Leader Napa, California

Multiple Locations

Dec 2007 - Oct 2008

- Helped manage the specialty team along with the specialty team leader.
- Bought all wine and beer for the store.

Wine Specialist Chandler, Arizona

Oct - Dec 2007

- Opened the store, heavily involved in the design and execution of the wine set

Wine Specialist Phoenix, Arizona

Jan 2006 - Oct 2007

- Responsible for ordering and maintenance of wine inventory levels.
- Designed a food and wine pairing program.
- Purchased within proposed budget while reducing total stock.

COMPUTER SKILLS AND SOCIAL MEDIA

- Microsoft Office, Outlook and Publisher
- Fluent in Facebook pages, Twitter, Instagram, Tumblr, Pinterest, Blogspot

CERTIFICATIONS

ABC Responsible Beverage Service Certification

AED Operation, Adult, Child and Infant CPR

Eta Sigma Delta, Hospitality Management Honors Society at the Culinary Institute of America



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY Position available

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone _____ - 32 Business Telephone: _____

E-mail: LOCKDOKTOR @ GMAIL . COM

Please indicate if above numbers can be made available to the public upon request: NO

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting degree

Minor in Business + Public Relations

Professional and/or community service activities:

Served St. Helena with Locksmith services since
1989

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO MY COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

Lewell Smith

Mary Agee

MARIO Scalatti

Dwinelle Coffee

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

6-25-15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



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ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Parks and Recreation/Sustainability

Name: Tara Blum

Home Address: 1089 Greenfield Road, St. Helena, CA 94574

Mailing Address: Same as above

Occupation: Hospitality Manager at Seavey Vineyard

Business Address: 1310 Conn Valley Road, St. Helena, CA 94574

Home Telephone: 707-963-4547 Business Telephone: 707-963-8339

E-mail: tarablum84@hotmail.com

Please indicate if above numbers can be made available to the public upon request: Yes

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 1.5 years

Current occupation (within last 12 months): Hospitality Manager at Seavey Vineyard

Business interests in last 12 months: Wine, sales, marketing, events, communication, PR

Previous Committee/Commission Experience: Town of Yountville Youth Representative

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA from USF in Communications Studies

Professional and/or community service activities:

Member of the Napa Valley Vintners Association

Local government related experience: Town of Yountville employee (Lifeguard/Pool Manager for 6 years many years ago). – Town Youth Representative

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I am a Yountville native who moved to St. Helena almost about a year and a half ago. I am blessed to be a part of this beautiful community and to live in St. Helena. My fiancée whose family has been in St. Helena since the 70's is part of his family's winery business and I work at another family run winery in St. Helena. We plan to continue to grow our roots here and I would love to give back at the same time. I have years of experience as a substitute teacher and in administration at a private school as well as years of experience in youth programs in Yountville. I am now part of the biggest industry in the valley and feel that my experience will add to the committee in decision making and in creativity. I will attach my resume for further review.

Names, addresses, and phone numbers of three individuals familiar with your background:

Lauren NicholSEN- 707 968 2742

Tracy Warr-

Mark Anisman-

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

TaraEBlum

Signature of Applicant

Date 06/22/2015

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

TARA BLUM

Objective: Obtain a C-Level Executive Assistant or high level Personal Assistant position in Napa.

EDUCATION

University of San Francisco San Francisco
Graduated May 2007 - Bachelor of Arts degree in Communications Studies

EXPERIENCE

Current – **Seavey Vineyard** Saint Helena
Sales and Hospitality Manager

- Daily tasting room operations for a small luxury brand. Manage sales, tours, wine education, event planning, social media, PR, POS, wine club and marketing.
- Responsible for DTC sales and house accounts as well as distributor relations.
- Brand building and management.

2014- **Cornerstone Cellars** Yountville

Wine tasting room and retail store

Director of Hospitality/ Tasting Room Manager

- Responsible for all tasting room/ retail store functions including daily operations and events in a bustling setting in the heart of Yountville.
- Managed staff and inventory. Came up with sales plans and incentives to increase sales
- Event planning/ PR / Social media/ Sales responsibilities

2013-2014 **PIP-N- Personal Injury Provider Network** San Diego

A multidisciplinary PI-PPO network

Marketing and Communications Manager /Executive Assistant

- Responsible for all startup marketing and communications functions including PR, Strategy, Provider Relations and customer care.
- Managed calendar, schedule and scheduling for the owner of the business including concierge services for travel.
- Doubled the size of the organizations network in less than 6 months

2012 **Shelter Island Boat Festival – Not for Profit** San Diego

A not for profit community event

PR/ Marketing/Sales and Events Coordinator

- Event planning and coordination for the first inaugural Shelter Island Boat Festival. Responsible for event organization, orchestration.
- Media, Sales, PR, community contact and point person. Responsible for public relations and exposure for the event, as well as sponsorship, vendor and exhibitor participation.

2010 –2012 **St. John the Baptist Catholic School** Napa

An NCAA affiliated Catholic School

Executive Assistant to the principal and Executive assistant for School Advancement

- Community Liaison: social media, public relations, advertising and marketing and media contact.
- Event planning and fundraising, financial-aid support, human relations.
- Serve as the assistant to the principal, including all administrative duties, scheduling and calendar.

2007 – 2011 **Ubuntu Restaurant and Yoga Studio** Napa

A Michelin starred restaurant

Floor Manager and Public Relations Assistant

- Assisted in the opening of Ubuntu as the hostess and was promoted to management.
- Managed a staff of 15plus, handled scheduling, inventory, ordering, events, promotions, public relations, marketing and social media.

2009- 2010 **Winetech LLC** Napa

Top mobile wine filtration in California

Assistant Director of Sales and Marketing

- Customer service, liason, social media, media relations, PR , advertising and Sales.
- _Increased machine and service sales from the prior year by nearly 20% by instating a more aggressive advertising and customer outreach action plan.
-
- _Managed and directed sales, events and trade shows.

2007- 2008 **Philip Morris USA** Santa Rosa

A fortune 25 company

Territory Sales Manager

- Responsible for selling in new contracts, upgrading and managing existing contracts and nurturing customer relationships.
- _Managed over 90 accounts with responsibility for compliance and sales.
- Established a more profitable sales plan in a saturated market.

ADDITIONAL SKILLS

- Control of the English and Spanish language. _ • Skilled in Microsoft Office_ • _75 WPM type sped. _



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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying: *Parks and Recreation Commission*

Name: *Matthew Demchuk*

Home Address: *924 Signorelli Circle, St. Helena, CA 94574*

Mailing Address: *Same as above*

Occupation: *Attorney*

Business Address: *1335 Main Street, #110, St. Helena, CA 94574*

Home Telephone: *(707) 963-0844* Business Telephone: *(707) 975-7076*

E-mail: *matthew@demchuk.com*

Please indicate if above numbers can be made available to the public upon request: *Yes*

Are you a resident of St. Helena? *Yes* If yes, how long have you lived in St. Helena? *24 yrs*

Current occupation (within last 12 months) *Attorney*

Business interests in last 12 months: *Sole Practitioner, Trustee*

Previous Committee/Commission Experience: *N/A*

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. *See attached resume.*

Professional and/or community service activities: *Past-President St. Helena Kiwanis Club, Past-Chairman of St. Helena City Golf Championship, Past-Chairman of the Naked Vine Wine Auction, Board Member of the St. Helena Tennis Association.*

Local government related experience: *Past Vice-Chairman of the Napa County Republican Central Committee.*

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I have participated in the St. Helena Bocce League as a Captain for nearly 20 years. I just recently was Captain of two men's tennis teams out of Crane Park. I have participated in numerous other recreational activities in St. Helena. I have three young daughters who have participated in numerous activities/sports in the St. Helena Rec. Dept. I would like to continue to see expanded variety and participation in the activities and sports offered in St. Helena.

Names, addresses, and phone numbers of three individuals familiar with your background:

*Brian Nash
Brian Nash Design Company, Inc.
St. Helena, CA*

*Jack Oliver
RBO & Co., LLC
St. Helena, CA*

1

*Kim Phinney
Orin Swift
St. Helena, CA*

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Matthew Demchal

July 2, 2015

Signature of Applicant

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Matthew E. Demchuk

924 Signorelli Circle * Saint Helena, CA 94574 * 707.975.7076 * matthew@demchuk.com

General Counsel

Accomplished general counsel with five years of experience devising and implementing practical solutions to complex problems. Skilled in dispute resolution and client management. Articulate communicator and clear, concise writer with polished presentation and interpersonal skills.

Areas of Expertise

Real Estate * Commercial Transactions * Corporate Compliance

Professional Credentials

Admitted to California Bar, 1995

Doctor of Jurisprudence, Golden Gate University, School of Law

Legal Expertise

- Contracts/Agreements
- Employment Practices
- Corporate Compliance
- Insurance/Risk Management
- Property Acquisition/Sales/Transfer
- Property Leases/Deeds
- Healthcare Regulatory/Billing Compliance

Professional Experience

Sole Practitioner

2012-Present

Represented seller in the sale of a Skilled Nursing Facility in Southern California; negotiated Purchase Agreement, Interim Management Agreement, Interim Sublease and Operations Transfer Agreement; continue to represent seller during interim period.

Additional Engagements include:

- Business Formation
- Contract Negotiation
- Trust Representation

Pronet Solutions, Inc., Phoenix, AZ

2007-2012

In-house counsel for privately held company with operations as information technology support for community banks in the Western United States and Chicago. Legal expertise includes

Contracts

Managed contracts process, including negotiations and dispute resolution for managed services agreements; commercial property leases; vendor agreements; confidentiality agreements.

- ✓ Successfully negotiated the revision of the Master Managed Services Agreement to incorporate additional terms associated with Hosted Services.
- ✓ Processed high volumes of agreements conducting a meticulous review of each agreement. Prudently selected points to argue, with high rate of success in negotiations.
- ✓ Participated in the negotiation of the Stock Purchase Agreement that eventually sold the stock to a large publically traded entity.

Human Resources

Handled resolution of wrongful termination, discrimination, sexual harassment, wage claims and FMLA matters; provided counsel on progressive disciplinary matters, terminations and development of personal policies and procedures.

- ✓ Successfully defended DOL wage audit that eventually resulted in the elimination of a six figure fine to the corporation.

Risk Management

Served as primary liaison between corporation and insurance carriers; evaluated, monitored and settled claims; ensured compliance with policy reporting requirements.

- ✓ Established timely notifications and accurate record keeping of all incidents and claims.
- ✓ Interpreted insurance coverage/policies for all concerned parties.
- ✓ Conducted annual analysis of coverage limits and reported to Board.
- ✓ Served as Chairman on Audit Committee.

Corporate Records

Maintained corporate records, as well as subsidiaries; maintained corporate compliance in formation state, as well as all other states in which corporation conducted business.

- ✓ Formed subsidiary for Managed Security Services.
- ✓ Maintained accurate corporate records for FDIC regulators.

401(k)

Served as Plan Administrator; successfully transitioned to new plan trustee; successfully terminated plan upon sale of stock.

Healthcare Financial Solutions, Oakland, CA

2004-2007

Contractor. Worked within firms Management division on long-term management engagements in an executive capacity. Interim positions included

Palm Drive Hospital Interim CEO of skilled nursing facility during and after acquisition by Hospital.

California Armenian Home CEO of multi-level, non-profit, senior living property.

Marlinda Convalescent Hospital, St. Helena, CA 1995-2004
Nursing Home Administrator. Managed seventy bed nursing facility. Developed and implemented risk management program which resulted in zero claims. Represented facility in all administrative proceedings including the negotiation of all facility contracts.

Great Pacific Trading Company, Grants Pass, OR 1994-1995
Commodity Futures and Options Broker. Series 3 licensed broker. Developed Trading Hotline and in-training for compliance officer.

Affiliations

Member, California Bar Association

Education

Doctor of Jurisprudence, Golden Gate University, School of Law, San Francisco, CA 1993

Bachelor of Arts, English, California State University, Fullerton 1990

Sustainability Committee Applicants
(Five available positions)

Name	Contact Numbers		Comments
	Home	Business	
1. Thomas Vence			
2. Sara Chappellet			
3. Tara Blum			
4. Brian Cramer			

Action: Appoint three applicants to a two year term and two applicants to a one year term.

CITY OF ST. HELENA

MAR 27 2015

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

SUSTAINABILITY COMMITTEE

Name: THOMAS D. VENCE

Home Address: 22 SAN LUCAS CT, ST Helena, CA

Mailing Address: SAME

Occupation: CONSULTANT / SEMI RETIRED

Business Address: SAME

Cell Home Telephone: _____ Business Telephone: _____

E-mail: TVENCE@EARTHLINK.NET

Please indicate if above numbers can be made available to the public upon request: _____

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 6 YRS

Current occupation (within last 12 months) CONSULTANT

Business interests in last 12 months: RESOURCE MGT.

Previous Committee/Commission Experience:

SUSTAINABILITY COMMITTEE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

REGISTERED Mechanical Engineer, CA
BS. ENGINEERING
MBA

Professional and/or community service activities:

N/A

Local government related experience:

N/A

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

EXTEND CURRENT TERM

Names, addresses, and phone numbers of three individuals familiar with your background:

AARON HECKER, CITY OF ST HELENA,

HOMER DUNN, LF

TOM THORNTON,

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant

26 March 2015

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:



City of St Helena, City Hall
Received

JUN 25 2015

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Sustainability Committee

Name: Sara Chappellet

Home Address: 930 Mariposa Lane StH

Mailing Address: same

Occupation: Business owner - Heaven and Earth

Business Address: 1317 Main St. StH

Home Telephone: 707-968-1100 Business Telephone: 707-968-1100

E-mail: Sara.chappellet@gmail.com

Please indicate if above numbers can be made available to the public upon request:

Are you a resident of St. Helena? If yes, how long have you lived in St. Helena? 16+ yrs.

Current occupation (within last 12 months) Business owner 5+ yrs.

Business interests in last 12 months: Beauty, retail, marketing

Previous Committee/Commission Experience: I currently sit on the BOD of the StH Chamber.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

High School, College, Interior Design, 47 years of rich life experience, lots of community service and volunteering, works well with others as a team.

Professional and/or community service activities:

My kids are both in high school, live always helped out in their schools & activities Multiple roles in multiple fundraisers many years

Local government related experience: None really other than being on the BOD of the Chamber for 3 years.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I feel that StH is at a vital turning point and I care about this town alot. As a business owner I feel that I can contribute valuable input and ideas on how to move forward in the best interest of the whole town and its people & visitors.

Names, addresses, and phone numbers of three individuals familiar with your background:

Pam Simpson
Elizabeth Naylor
Dan Lynch

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

[Handwritten Signature]

Signature of Applicant

6/25/15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

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City Clerk
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St. Helena, CA, 94574



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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Parks and Recreation/Sustainability

Name: Tara Blum

Home Address: 1089 Greenfield Road, St. Helena, CA 94574

Mailing Address: Same as above

Occupation: Hospitality Manager at Seavey Vineyard

Business Address: 1310 Conn Valley Road, St. Helena, CA 94574

Home Telephone: 707-963-4547 Business Telephone: 707-963-8339

E-mail: tarablum84@hotmail.com

Please indicate if above numbers can be made available to the public upon request: Yes

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 1.5 years

Current occupation (within last 12 months): Hospitality Manager at Seavey Vineyard

Business interests in last 12 months: Wine, sales, marketing, events, communication, PR

Previous Committee/Commission Experience: Town of Yountville Youth Representative

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA from USF in Communications Studies

Professional and/or community service activities:
Member of the Napa Valley Vintners Association

Local government related experience: Town of Yountville employee (Lifeguard/Pool Manager for 6 years many years ago). – Town Youth Representative

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I am a Yountville native who moved to St. Helena almost about a year and a half ago. I am blessed to be a part of this beautiful community and to live in St. Helena. My fiancée whose family has been in St. Helena since the 70's is part of his family's winery business and I work at another family run winery in St. Helena. We plan to continue to grow our roots here and I would love to give back at the same time. I have years of experience as a substitute teacher and in administration at a private school as well as years of experience in youth programs in Yountville. I am now part of the biggest industry in the valley and feel that my experience will add to the committee in decision making and in creativity. I will attach my resume for further review.

Names, addresses, and phone numbers of three individuals familiar with your background:

Lauren Nichol森-

Tracy Warr-

Mark Anisman-

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Tara Blam

Signature of Applicant

Date 06/22/2015

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

TARA BLUM

Objective: Obtain a C-Level Executive Assistant or high level Personal Assistant position in Napa.

EDUCATION

University of San Francisco San Francisco
Graduated May 2007 - Bachelor of Arts degree in Communications Studies

EXPERIENCE

Current – **Seavey Vineyard** Saint Helena
Sales and Hospitality Manager

- Daily tasting room operations for a small luxury brand. Manage sales, tours, wine education, event planning, social media, PR, POS, wine club and marketing.
- Responsible for DTC sales and house accounts as well as distributor relations.
- Brand building and management.

2014- **Cornerstone Cellars** Yountville
Wine tasting room and retail store
Director of Hospitality/ Tasting Room Manager

- Responsible for all tasting room/ retail store functions including daily operations and events in a bustling setting in the heart of Yountville.
- Managed staff and inventory. Came up with sales plans and incentives to increase sales
- Event planning/ PR / Social media/ Sales responsibilities

2013-2014 **PIP Network** San Diego
A multidisciplinary PI-PPO network

- Marketing and Communications Manager /Executive Assistant
- Responsible for all startup marketing and communications functions including PR, Strategy, Provider Relations and customer care.
 - Managed calendar, schedule and scheduling for the owner of the business including concierge services for travel.
 - Doubled the size of the organizations network in less than 6 months

2012 **Shelter Island Boat Festival – Not for Profit** San Diego
A not for profit community event

- PR/ Marketing/Sales and Events Coordinator
- Event planning and coordination for the first inaugural Shelter Island Boat Festival. Responsible for event organization, orchestration.
 - Media, Sales, PR, community contact and point person. Responsible for public relations and exposure for the event, as well as sponsorship, vendor and exhibitor participation.

2010 –2012 St. John the Baptist Catholic School Napa

An NCAA affiliated Catholic School

Executive Assistant to the principal and Executive assistant for School Advancement

- Community Liaison: social media, public relations, advertising and marketing and media contact.
- Event planning and fundraising, financial-aid support, human relations.
- Serve as the assistant to the principal, including all administrative duties, scheduling and calendar.

2007 – 2011 Ubuntu Restaurant and Yoga Studio Napa

A Michelin starred restaurant

Floor Manager and Public Relations Assistant

- Assisted in the opening of Ubuntu as the hostess and was promoted to management.
- Managed a staff of 15plus, handled scheduling, inventory, ordering, events, promotions, public relations, marketing and social media.

2009- 2010 Winetech LLC Napa

Top mobile wine filtration in California

Assistant Director of Sales and Marketing

- Customer service, liason, social media, media relations, PR , advertising and Sales.
- _Increased machine and service sales from the prior year by nearly 20% by instating a more aggressive advertising and customer outreach action plan.

- _Managed and directed sales, events and trade shows.

2007- 2008 Philip Morris USA Santa Rosa

A fortune 25 company

Territory Sales Manager

- Responsible for selling in new contracts, upgrading and managing existing contracts and nurturing customer relationships.
- _Managed over 90 accounts with responsibility for compliance and sales.
Established a more profitable sales plan in a saturated market.

ADDITIONAL SKILLS

- Control of the English and Spanish language. _ • Skilled in Microsoft Office _ • _75 WPM type sped. _



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APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY POSITION AVAILABLE

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: LOCKDOKTOR@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: NO

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting degree
MINOR in Business + Public Relations

Professional and/or community service activities:

Served St. Helena with Locksmith services since
1989

Local government related experience: NONE

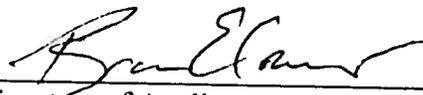
Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO MY COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

Lowell Smith 2
Mary Agee
MARIO Sculatti 5
Dwinelle Coffee

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

6-25-15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Tree Committee Applicants

(Six available Positions)

Name	Contact Numbers		Comments
	Home	Business	
1. Connie Kay			
2. Susann Ortega			
3. Edie Kausch			
4. Carol Troy			
5. Joan Westgate			
6. Brian Cramer			
7. Susan Allen			
8. Maria Kalscheuer			
9. Scott Freeland			

Action: Appoint three applicants to a one year term and three applicants to a two year term.

City of St. Helena



APR - 1 2015

RECEIVED

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574

(707) 968-2792

www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Tree Committee

Name: Connie Kay (Constance)

Home Address: 1660 Kearney St

Mailing Address: "

Occupation: Retired / Artist

Business Address: _____

Home Telephone: 707-963-3510 Business Telephone: _____

E-mail: ckay1660@gmail.com

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 43 years

Current occupation (within last 12 months) see above

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

U.P. St. Helena Food Pantry, NV Heritage Fund Bd, Symphony Board (given this should go on next page), Wine Auction Committee

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Professional and/or community service activities:

See above

Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Concern for the elm tunnel and general love of trees and a green community. Have read the 1981 Tree Report done by the City Council. My husband, Gary Keys was then on the Council

Names, addresses, and phone numbers of three individuals familiar with your background:

Linda Bertoli, _____

Rebecca Cabral, _____

Marsha Evans, _____

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Constance Kay
Signature of Applicant

3/30/15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



RECEIVED

APR 03 2015

CITY OF ST. HELENA

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Tree Committee

Name: SUSANN ORTEGA

Home Address: 951 Champion Lane Deer Park, CA 94576

Mailing Address: P.O. Box 84 ST. Helena CA

Occupation: Graphic Designer

Business Address: _____

Home Telephone: _____

Business Telephone: same

E-mail: SUSANN ORTEGA @ COMCAST.NET

Please indicate if above numbers can be made available to the public upon request: _____

Are you a resident of St. Helena? Deer Park If yes, how long have you lived in St. Helena? _____

Current occupation (within last 12 months) _____

ORTEGA Design Studio

Business interests in last 12 months: _____

Graphic Design wine industry

Previous Committee/Commission Experience: _____

TREE Committee

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

MFA - University of NEBRASKA
BFA - University of KANSAS
ART CENTER School of Design, Los Angeles

Professional and/or community service activities:

FOUNDER + CURRENT PRESIDENT of St. Helena Community Garden 2011-2015
NAPA VALLEY Wine Av. T. in - ART WORK CONTRIBUTED 5 YEARS
PROBONO LOGO Designs for various school programs

Local government related experience:

Served on TREE Committee since APRIL 2009

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

See attached page

Names, addresses, and phone numbers of three individuals familiar with your background:

SCOTT SNOWDEN
BOB LEIGHTON
DAVE GARDEN

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

March 30 2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

Susann Ortega

March 30, 2015

Reasons for wishing to serve on the Tree Committee:

I believe that it is the St. Helena Tree Committee responsibility to work with the City and the Tree City USA requirements to preserve the existing urban forest for the community's environmental health and quality of life.

The committee is a platform for the citizens to participate in the care and maintenance of the community trees. It also supports educating the public as to the importance of trees in the city environment and on their own properties.

I have worked with the Tree Committee members to revise the current tree ordinance with the intent to bring it up to date with the changing climate conditions and increasing development issues facing this City.

In the past 5 years experience on the committee, I have learned about the towns' requirements and management and the value and benefits trees provide, as well as reasonable decisions for removing and replacing trees.

I would appreciate continuing as a member on the committee to support the focused goals of improving and extending the cities urban forest.

Thank you for your consideration,
Susann

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APR 13 2015

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792

www.sthelenacity.com

CITY OF ST. HELENA

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

Tree Committee

Name: Edie Kausch

Home Address: 8 First St., Napa, 94559

Mailing Address: P.O. Box 180, St. Helena 94574

Occupation: I own my own Landscape Co.

Business Address: P.O. Box 180, St. Helena 94574

Home Telephone: 8 Business Telephone: 707-738-9788

E-mail: growingdiva@gmail.com

Please indicate if above numbers can be made available to the public upon request: yes

Are you a resident of St. Helena? no If yes, how long have you lived in St. Helena? _____

Current occupation (within last 12 months) Edie Kausch Landscaping

Business interests in last 12 months:

Previous Committee/Commission Experience:

Tree committee last 2 years

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

B.A. Arts → California Institute of Integral Studies, Worked for
Ink Grade Farm (Pope Valley Estate) 23 years, currently working
for Clif Family Winery and Farm (5 years) my own clients.

Community Professional and/or community service activities:
Playground Committee (1991), Adult English Tutoring
3 years (Southbridge '91 → '94) Soroptimist - 5 years

Local government related experience: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

Since I have been an active member of the Tree
Committee the last 2 years I am well versed in
working with staff, fellow committee members and
public.

Names, addresses, and phone numbers of three individuals familiar with your background:

Rodney and Maggie Friedrich
Linzi Gay - Clif Family Farms -
Gary Menegon -

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Eric Kausch
Signature of Applicant

4/12/2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

RECEIVED

APR 10 2015

CITY OF ST HELENA

Committee/Commission to which you are applying:

Tree

Name: Carol Tray

Home Address: 20 Los Rodes

Mailing Address: PO 14

Occupation: author, photojournalist

Business Address: PO 14

Home Telephone: _____ Business Telephone: _____

E-mail: Caroltray@comcast.net

Please indicate if above numbers can be made available to the public upon request: no

Are you a resident of St. Helena? Y If yes, how long have you lived in St. Helena? 14 yrs.

Current occupation (within last 12 months) author, Cheap Chic

photographer, St. H. Farmers' Market

Business interests in last 12 months: " "

Previous Committee/Commission Experience: Sustainability & Tree

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Vassar College, CBS, NYTimes.com,
Cande. Nat Publ, Pandour House

Professional and/or community service activities:
Farmers' Market, CIA Gallery

Local government related experience: Volunteer Committee

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

"Under a tree in the cool of the day,
with the blessing of sand,
Forgetting themselves and each other..."
T.S. Eliot

Names, addresses, and phone numbers of three individuals familiar with your background:
Nancy Haynes, Papa Valles Coffee,
David Garden,
Robin Brade Casini,

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Carol Tom
Signature of Applicant

10 April 2015
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

FREE COMMITTEE

Name: Joan Westgate

Home Address: 1520 Pine Street
St. Helena, CA 94574

Mailing Address: _____

Occupation: RETIRED RE BROKER, MASTER GARDENER

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: JWESTGATE33@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: _____

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 15 1979

Current occupation (within last 12 months) SUPERVISED REMODEL
-> 470 PROPERTY

Business interests in last 12 months: TERRA LESO - A VERMILION HILL

Previous Committee/Commission Experience:

UNION COUNCIL

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

PHAMA, EDUCATION, STANFORD (4 CHILDREN IN ST HELENA SCHOOL)
IN 1970-74 STARTED PARENT GROUPS AT HIGH JR HIGH
1 YEAR IN UCA BERKELEY IN LANDSCAPE ARCHITECTURE
Professional and/or community service activities:
SEE P. 1

Local government related experience: ON BD OF UPPER NAPA VALLEY ASSOCIATES

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

MY EDUCATION EXPERIENCE, LOVE OF LIBRARY & ITS ACTIVITIES
THIS LIBRARY CENTRAL TO SUCCESS OF THIS COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

MARY NOVAK
LANA WANDOFF
MOLLY CHAPPELLE

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

WYAN WESTGATE
Signature of Applicant
0-76-15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

ANY Position available

Name: BRIAN CRAMER

Home Address: 1750 MAIN STREET ST. HELENA CA 94574

Mailing Address: _____

Occupation: LOCKSMITH

Business Address: _____

Home Telephone: _____ Business Telephone: _____

E-mail: LOCKDOKTOR@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: No

Are you a resident of St. Helena? yes If yes, how long have you lived in St. Helena? 20+ years

Current occupation (within last 12 months) Locksmith

Business interests in last 12 months: _____

Previous Committee/Commission Experience:

NONE

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Accounting degree

Minor in Business + Public Relations

Professional and/or community service activities:

Served St. Helena with Locksmith services since
1989

Local government related experience: NONE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

GIVE BACK TO MY COMMUNITY

Names, addresses, and phone numbers of three individuals familiar with your background:

Lowell Smith

Mary Agee

MARIO Scalatti

Dwinelle Coffee

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

6-25-15

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena

City Clerk

1480 Main Street

St. Helena, CA, 94574



City of St Helena, City Hall
Received

MAY 28 2015

1480 Main St.
St Helena, CA 94574

CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

TREE COMMITTEE - ALTERNATE

Name: SUSAN ALLEN

Home Address: 1825 SPRING MTP. CT. S.H.

Mailing Address: " "

Occupation: RETIRED

Business Address: _____

Home Telephone: 9 ^{CELL} Business Telephone: 707-486-0495

E-mail: SUSAN@GMAIL.COM

Please indicate if above numbers can be made available to the public upon request: YES

Are you a resident of St. Helena? ✓ If yes, how long have you lived in St. Helena? 43 ^{YEARS}

Current occupation (within last 12 months) RETIRED

Business interests in last 12 months: -

Previous Committee/Commission Experience:
15 YEARS?

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BA UC Berkeley 1970

Professional and/or community service activities:

REAL ESTATE BROKER 30+ YEARS

Local government related experience: GENERAL PLAN SUBCOMMITTEE

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

MY EXPERIENCE ON THE TREE COMMITTEE
OVER 13⁷ YEARS.

Names, addresses, and phone numbers of three individuals familiar with your background:

SUZHANN ORTEGA - CHAIR TREE COMMITTEE
CHUCK DAWE - UP VALLEY REAL ESTATE BROKER
CAROL SPENSE - FORMER CHAIR TREE COMMITTEE

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.


Signature of Applicant

5/24/15
Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying:

TREE COMMITTEE

Name: MARIA KALSCHNER

Home Address: 1144 EDWARDS ST., ST. HELENA, 94574

Mailing Address: SAME

Occupation: OFFICE MGR.

Business Address: 1508 MAIN ST., ST. HELENA, CA 94574

Home Telephone: _____ Business Telephone: _____

E-mail: _____

Please indicate if above numbers can be made available to the public upon request: NO - ONLY COAC. EMAIL

Are you a resident of St. Helena? YES If yes, how long have you lived in St. Helena? 15 years

Current occupation (within last 12 months) _____

OFF MGR - REAL ESTATE

Business interests in last 12 months: EDUCATION COORD. MEMBER OF COMMUNITY ACTION COMMITTEE HELD AT THE WOMEN'S CENTER

Previous Committee/Commission Experience: _____

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

HOSTLY EDUCATED IN GERMANY - STAATS UNIV. KOELN
CORP. AMERICA = 14 YRS AS USER ANALYST
BUSIN. OWNER = 12 YRS // 5 STAR HOTELS IN EUROPE / US = 4 YRS
PU REAL ESTATE = 12 YRS
Professional and/or community service activities:

Local government related experience: STAY INFORMED ON WHAT OUR LOCAL REPS. ARE VOTING ON IN CONGRESS -

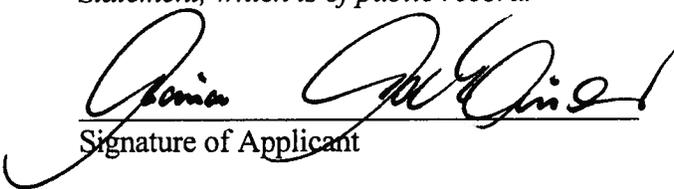
Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

I THOUGHT IT WOULD BE INTERESTING TO BALANCE MY LOVE OF THE NATURAL WORLD WITH MY INCLINATION TO THINK RATIONALLY & LOGICALLY. MY GIFT FOR COMING UP WITH ALTERNATE SOLUTIONS WOULD BE MY CONTRIBUTION TO THE COMMITTEE

Names, addresses, and phone numbers of three individuals familiar with your background:

GINA ELLIOTT
TIMOTHY HAYDEN,
NASEEM HOEL, II

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

 6.29.15
Signature of Applicant Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:
City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574



CITY HALL, 1480 MAIN STREET
ST. HELENA, CALIFORNIA 94574
(707) 968-2792
www.sthelenacity.com

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Council and made available to the press and public.

Committee/Commission to which you are applying: Tree Committee

Name: Scott Freeland

Home Address: 1091 Mariposa Ln, St Helena

Mailing Address: 1091 Mariposa Ln, St Helena

Occupation: Banker

Business Address: 501 Broadway, Sonoma

Home Telephone: 707-224-5073

Business Telephone: 707-938-8289

E-mail: msfreevg@gmail.com

Please indicate if above numbers can be made available to the public upon request: Yes

Are you a resident of St. Helena? Yes If yes, how long have you lived in St. Helena? 7 mo

Current occupation (within last 12 months) Banking, J.P. Morgan

Business interests in last 12 months: Banking

Previous Committee/Commission Experience: None

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

Graduated 1991 from University of Oklahoma, Norman, Oklahoma with a BA in Economics. Worked in the financial services industry for the past 18 years, first with Merrill Lynch and currently in my eleventh year with J.P. Morgan. Served as Investment Team Leader for six years and on the Private Bank Advisory Council for a one year term.

Professional and/or community service activities:

Community service includes fund raising activities for private school in Fort Worth, Texas, the Director's Council for the Fort Worth Modern Art Museum

Local government related experience: None

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute

The Tree Committee serves a very important role in preserving and protecting an important ecological and aesthetic resource in St. Helena. I have a personal affection for the trees in our city and a desire to contribute to the thoughtful preservation and management of this resource.

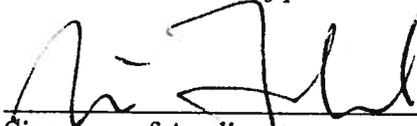
Names, addresses, and phone numbers of three individuals familiar with your background:

David Nolet, President of J.P. Morgan Private Bank in Fort Worth, Texas & Market Manager. 817-339-4789

John Thomas Aughinbaugh, Executive Director, J.P. Morgan Private Bank

Beth Brown, Regional Director, J.P. Morgan Chase Bank, 817-339-6177

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

7/2/2015

Date

If you have any questions regarding the appointment procedure, please telephone the City Clerk at (707) 968-2742.

Please return the completed application to:

City of St. Helena
City Clerk
1480 Main Street
St. Helena, CA, 94574

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