



**REGULAR MEETING AGENDA
FOR THE CITY COUNCIL OF THE CITY OF NAPA
AND THE
HOUSING AUTHORITY OF THE CITY OF NAPA (HACN)**

October 04, 2016

4:00 PM

City Hall Council Chambers
955 School Street

No Evening Session

Immediately Following
Successor Agency Meeting (see separate agenda)

INFORMATION FOR CITY MEETINGS:

Information Available: Documents related to the City Council or the Board for the Housing Authority are available at www.cityofnapa.org; or email clerk@cityofnapa.org; or contact the Office of the City Clerk: 955 School Street, Napa, CA 94559/ telephone: (707) 257-9503. Any documents related to an agenda item provided to a majority of the City Council (Board) after distribution of the agenda packet are available for public inspection at the Office of the City Clerk or in a binder so labeled in the Council Chambers on the meeting date.

Public Comment: Speaker cards are available; it is requested but not required, to submit a card to the City Clerk before the meeting begins. Speakers will be limited to three (3) minutes and will comply with the City's rules of order. If your comments pertain to a specific item on the agenda, reserve your comments until the item is before the City Council (Board). Time limits will be enforced by the Mayor to facilitate the fair and efficient conduct of the meeting.

Consent Calendar: Items are considered routine and may be approved by a single vote. Only the Mayor (Chair) or a majority of the City Council (Board) may authorize public input.

Consent Hearings: These routine items may be approved by a single vote; however, any member of the public or City Council (Board) may remove an item for consideration during the public hearing portion of the agenda.

Administrative Reports: Only the Mayor (Chair) or a majority of the governing body may authorize public input for these items.

Public Hearings/Appeals: Applicants (or appellants) are allowed ten (10) minutes to present testimony at the beginning of the public hearing, and if needed, five (5) minutes to present rebuttal at the end of the public hearing. All other speakers will be limited to three (3) minutes.

Meeting Dates: The City Council meets regularly on the first and third Tuesday of each month; however additional meetings may be scheduled as needed.

Governing Law: City Council (Board) conducts all meetings in accordance with the "Ralph M. Brown Act" (California Government Code Sections 54950, et seq.) and pursuant to the City's Rules of Order for City Council meetings (Policy Resolution 19).

4:00 P.M. HOUSING AUTHORITY OF THE CITY OF NAPA (HACN)

**AGENCY BOARD MEMBERS: Carol Hamilton, Johanna Moore, Juliana Inman, Peter Mott,
Scott Sedgley, Mary Luros, Chair Jill Techel**

1. CALL TO ORDER:

1.A. Roll Call

2. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

3. PUBLIC COMMENT:

4. CONSENT CALENDAR:

4.A. Housing Authority of the City of Napa (HACN) Meeting Minutes

Approve the August 2, 2016 Regular Meeting Minutes of the Housing Authority Board.

4.B. Intergovernmental Services Agreement with the City of American Canyon

Adopt a resolution authorizing the Deputy Director to execute the Intergovernmental Services Agreement with the City of American Canyon for CDBG grant administration services and determine that the recommended action is not subject to CEQA.

5. COMMENTS BY AGENCY MEMBER OR EXECUTIVE DIRECTOR:

6. ADJOURNMENT:

The next regularly scheduled meeting of the Housing Authority of the City of Napa is November 1, 2016.

4:00 P.M. CITY COUNCIL MEETING: AFTERNOON SESSION

**COUNCILMEMBERS: Juliana Inman, Peter Mott, Scott Sedgley,
Vice Mayor Mary Luros, Mayor Jill Techel**

7. CALL TO ORDER:

7.A. Roll Call

8. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

[Click here to view informational material received before the meeting.](#)

9. PUBLIC COMMENT:

10. CONSENT CALENDAR:

10.A. City Council Meeting Minutes

Approve the September 20, 2016 Regular City Council Meeting Minutes.

10.B. Cancellation of the January 3, 2017 City Council Meeting

Adopt a resolution approving the cancellation of the January 3, 2017 City Council meeting.

**10.C. Acceptance of the Assistance to Firefighters Grant Program -
Fire Prevention and Safety Grant**

Adopt a resolution authorizing acceptance of Federal Emergency Management Agency (FEMA) Assistance to Firefighters – Fire Prevention and Safety Grant, authorizing a budget appropriation in the amount of \$356,080, and authorizing the Fire Chief to execute a purchase order for the purchase of Self-Contained Breathing Apparatus (SCBA).

10.D. Change Order No. 1 to Construction Contract C2016-100

Authorize the Public Works Director to approve a change order in the amount of \$100,000, to the construction contract with Berger Concrete, Inc., for on-call concrete services (City Agreement No. C2016-100), and determine that the recommended action is not subject to CEQA.

10.E. Award of Construction Contract for China Point Overlook Project

Adopt a resolution authorizing the Public Works Director to award and execute a construction contract to G.D. Nielson Construction, Inc., for the China Point Overlook Project, authorizing a budget appropriation for a total project cost not to exceed \$720,000 and determining that the Project is exempt from CEQA.

10.F. Amendment to Agreement for On-Call Engineering Services

Adopt a resolution authorizing the Public Works Director to execute Amendment No. 4 to Agreement No. C2014 017 with Gossett Civil Engineering for on-call engineering services in the amount of \$95,000 for a total contract amount not to exceed \$390,000, authorizing a budget reallocation, and determine that the amendment is not subject to CEQA.

10.G. Monthly Budget and Investment Statement

Receive and file the Monthly Budget and Investment Statements for July 31, 2016 and August 31, 2016.

11. ADMINISTRATIVE REPORTS:

11.A. Appointments to the Senior Advisory Commission

Approve the recommendation from the City Nomination Committee and Appoint incumbent JoAnn Busenbark and new members Beverly Saxon Leonard, Steve Rodriguez, Linda Leonard and Margaret Klick to the Senior Advisory Commission.

12. COMMENTS BY COUNCIL OR CITY MANAGER:

13. CLOSED SESSION:

13.A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION:

Government Code Section 54956.9(d)(1); California Court of Appeal, First Appellate District, Division One, Case Nos. A145012, A143542, and A144537.

13.B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED

LITIGATION: Initiation of litigation in one case, pursuant to Government Code Section 54956.9(d)(4).

14. ADJOURNMENT:

The next regularly scheduled meeting of the City of Napa City Council is October 18, 2016.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING (S) WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT CITY HALL, 955 SCHOOL STREET, ON FRIDAY, SEPTEMBER 30, 2016 AT 3:30 P.M.

/s/ Dorothy Roberts, City Clerk

MAYOR'S MESSAGE:

The City Council pledges to listen carefully to all sides of an issue, examine the rights of each individual, and consider the needs of our community before making a decision. Accordingly, the Council expects members of the audience to conduct themselves with courtesy and respect during the meeting. Thank you for your cooperation and for your public participation.

GENERAL INFORMATION:

Please turn off cell phones and pagers before entering the Council Chambers.
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The City Council meets regularly on the first and third Tuesday of each month. The Council may also schedule additional special meetings for the purpose of completing unfinished business and/or study session. Regular meetings are held in the Council Chambers, City Hall, 955 School Street.

NOTE: Additional written information is available for items on this agenda, and may be obtained or reviewed by visiting the City website at www.cityofnapa.org; e-mailing clerk@cityofnapa.org; or contacting the office of the City Clerk at 955 School Street, Napa, CA. 94559 by mail or in person or by telephone at (707) 257-9503.

CITY POLICY TO FACILITATE ACCESS TO PUBLIC MEETINGS:

Each City entity offers public programs, services, and meetings in a manner that is reasonably accessible to everyone, including individuals with disabilities. Each City entity complies with all applicable requirements of the Americans with Disabilities Act and California law, and does not discriminate against any person with a disability. Wheelchair access to the Council Chambers and speaker's microphone is available to all persons.

If any person has a disability and requires information or materials in an appropriate alternative format (or any other reasonable accommodation), or if you need any special assistance to participate in this meeting, please contact the City Clerk Department at 257-9503. For TTY/ Speech-to-Speech users, dial 7-1-1 for the California Relay Service, offering free text-to-speech, speech-to-speech, and Spanish-language services 24 hours a day, 7 days a week. You may also contact the City Clerk at clerk@cityofnapa.org for more information.

In making any request for assistance, advance notice to the City forty-eight hours prior to the meeting will enable the City to make reasonable arrangements.

Se les pide por favor que avise con 48 horas de anticipación cuando haga un pedido para asistencia. Esto les da suficiente tiempo antes de la junta para permitir que la ciudad tome medidas razonables.

CHALLENGING DECISIONS OF CITY ENTITIES:

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by any City Entity (including the City of Napa or the Housing Authority of the City of Napa) is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by any City Entity 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.

If a person wishes to challenge the nature of 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 Napa, 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.

HOUSING AUTHORITY OF THE CITY OF NAPA
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 4.A.
Date: October 04, 2016

To: Honorable Chair and Commissioners
From: Dorothy Roberts, City Clerk
Prepared by: Carlyce Banayat, Imaging Clerk
Subject: Housing Authority of the City of Napa (HACN) Meeting Minutes

ISSUE STATEMENT:

Approve the August 2, 2016 Regular Meeting Minutes of the Housing Authority Board.

DISCUSSION:

Approve the August 2, 2016 Regular Meeting Minutes of the Housing Authority Board.

FINANCIAL IMPACTS:

None

CEQA:

The City Clerk has determined that the recommended action described in this agenda report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1 - August 2, 2016 Draft Regular HACN Meeting Minutes.

NOTIFICATION:

None

RECOMMENDED ACTION:

Staff recommends that the Authority Board move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Approve the August 2, 2016 Regular Meeting Minutes of the Housing Authority Board.

DRAFT

REGULAR MEETING MINUTES FOR THE HOUSING AUTHORITY OF THE CITY OF NAPA

August 2, 2016

3:30 PM

City Hall Council Chambers
955 School Street

1. CALL TO ORDER: 3:30 P.M.

1.A Roll Call

PRESENT: Board members Hamilton, Moore, Inman, Mott, Sedgley, Luros, Chair Techel.

ABSENT: None

2. AGENDA REVIEW AND SUPPLEMENTAL REPORTS: None.

3. SPECIAL PRESENTATIONS:

3.A Family Self Sufficiency Presentation

Julia Smith, FSS Coordinator introduced FSS Participant Jennifer Thater, who was presented with her Certificate of Completion and a check in the amount of \$12,317.03. Ms Thater thanked members and commented briefly.

4. PUBLIC COMMENT: None

5. CONSENT CALENDAR:

Moved, seconded (Moore / Hamilton) to approve the Consent Calendar as presented.

AYES: Moore, Hamilton, Inman, Luros, Mott, Sedgley, Chair Techel

NOES: None

ABSENT: None

5.A Housing Authority of the City of Napa (HACN) Meeting Minutes

Approved the June 21, 2016 Special Meeting Minutes of the Housing Authority Board.

DRAFT

6. COMMENTS BY AGENCY MEMBER OR EXECUTIVE DIRECTOR: None.

8. ADJOURNMENT: 3:38 P.M.

Dorothy Roberts, City Clerk

HOUSING AUTHORITY OF THE CITY OF NAPA
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 4.B.
Date: October 04, 2016

To: Honorable Chair and Commissioners

From: Rick Tooker, Community Development Director

Prepared by: Lark Ferrell, Housing Manager

Subject: Intergovernmental Services Agreement with the City of American Canyon

ISSUE STATEMENT:

Adopt a resolution authorizing the Deputy Director to execute the Intergovernmental Services Agreement with the City of American Canyon for CDBG grant administration services and determine that the recommended action is not subject to CEQA.

DISCUSSION:

Since fiscal year 2007-2008, the Housing Authority staff has provided a variety of housing services to the City of American Canyon. The City of American Canyon received a \$1,000,000 State Community Development Block Grant (CDBG) grant for off-site improvements associated with the proposed Valley View Senior Homes affordable housing project. This project will provide 70 units of affordable housing for seniors with 21 of the units set aside for Veterans. The project will also include 17 project-based Section 8 VASH vouchers and 17 non-VASH project-based Section 8 vouchers.

Because the Housing Authority has extensive experience administering State and federal housing grants, including several current grants in American Canyon, the City of American Canyon has asked the Housing Authority to provide grant administration services for this new CDBG grant. CDBG grant administration is beyond the scope of the City of American Canyon's existing Housing Services Agreement with the Housing Authority, therefore a separate agreement is needed. Under the terms of the proposed Intergovernmental Services Agreement (attached as Exhibit A to the Resolution), the Housing Authority would provide grant administration services. The Housing Authority would be reimbursed on a time and materials basis for costs incurred up to \$20,000.

FINANCIAL IMPACTS:

The Intergovernmental Service Agreement will provide revenue to the Local Housing Fund (84601-34101) by up to \$20,000. It is expected that the Housing Authority will receive approximately \$10,000 each year in FY 2016-17 and 2017-18. The revenue from this Agreement is included in the current fiscal year's budget.

CEQA:

The Deputy Director has determined that the Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1: Resolution authorizing an Intergovernmental Services Agreement with Exhibit "A"

NOTIFICATION:

City of American Canyon and Satellite Affordable Housing Associates were notified of this agenda item.

RECOMMENDED ACTION:

Staff recommends that the Authority Board move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Adopt a resolution authorizing the Deputy Director to execute the Intergovernmental Services Agreement with the City of American Canyon for CDBG grant administration.

RESOLUTION HR2016-__

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE CITY OF NAPA,
STATE OF CALIFORNIA, AUTHORIZING THE DEPUTY
DIRECTOR TO EXECUTE THE INTERGOVERNMENTAL
SERVICES AGREEMENT WITH THE CITY OF AMERICAN
CANYON FOR CDBG GRANT ADMINISTRATION**

WHEREAS, since fiscal year 2007-08, Housing Authority staff has provided a variety of supportive housing services to the City of American Canyon; and

WHEREAS, the City of American Canyon received a Community Development Block Grant Program grant from the State of California Department of Housing and Community Development for the construction of off-site improvements for the Valley View Senior Homes affordable housing project (the "CDBG Grant"); and

WHEREAS, the Housing Authority has experience administering State and federal grants; and

WHEREAS, the City of American Canyon and the Housing Authority both desire to have the Housing Authority administer the CDBG Grant for the City of American Canyon; and

WHEREAS, the Authority Board of Commissioners has considered all information related to this matter, as presented at the public meetings of the Authority identified herein, including any supporting reports by Authority staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Napa, as follows:

1. The Authority Board finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the Authority's adoption of this Resolution.
2. Authorizes the Deputy Director to execute the Intergovernmental Services Agreement with the City of American Canyon, attached as Exhibit A and incorporated by reference, for the Housing Authority to administer the CDBG Grant for the City of American Canyon on a time and materials basis up to \$20,000.
3. This Resolution shall take effect immediately upon its adoption.

ATTACHMENT 1

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Board of Commissioners of the Housing Authority of the City of Napa at a public meeting of said Housing Authority held on the 4th day of October 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
Authority Deputy Secretary

Approved as to form:

Michael W. Barrett
Authority General Counsel

INTERGOVERNMENTAL AGREEMENT*

AGREEMENT BETWEEN: CITY OF AMERICAN CANYON

AND

HOUSING AUTHORITY OF THE CITY OF NAPA

FOR

Administration of CDBG Grant for

Water/Sewer Improvement Project

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536 this _____ day of _____, 2016 by and between the City of American Canyon (herein called the "Grantee") and the Housing Authority of the City of Napa (herein called the "Program Operator"). Grantee and Program Operator are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500. Grantee and Program Operator may be referred to collectively as "the Parties."

WHEREAS, the Grantee has applied for and received funds from the California State department of Housing and Community Development Community Development Block Grant Program funding allocated to the State from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (the CDBG Grant) for off-site water and sewer improvements required for a 70-unit affordable housing project; and

WHEREAS, this Agreement is in compliance with OMB Circular A-133,CFDA No. 14.219, and State CDBG regulations; and

WHEREAS, the Grantee wishes to engage the Program Operator to assist the Grantee in administering the CDBG Grant;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

1. General Administration:

The Program Operator shall provide the following administrative activities: processing of set-up conditions, including reviewing environmental documents prepared for the project, provide input on federal overlay language for contract documents, preparation of reports required by the State CDBG Program, including the semi-annual Program Income Reports, annual Grantee Performance Reports, any applicable Annual Labor Reports, analysis to identify impediments to fair housing, set-up and completion reports, and other required close out reports.

2. Wage Compliance:

If requested by the Grantee, the Program Operator shall also provide services pertaining to federal and State labor standards monitoring.

B. National Objectives

All activities funded with the CDBG Funds must meet benefit low- and moderate-income households as defined in 24 CFR 570.483 and Section 101(c), Section 104, and Section 101(a)(25) of the Act. In addition, general administration to carry out the Agreement is eligible under Section 105(a)(13) of the Act.

The Program Operator certifies that the activity carried out under this Agreement is for general administration of the CDBG Grant.

C. Levels of Accomplishment

The Program Operator shall provide administrative services required by this Agreement as described above.

D. Staffing

The Program Operator shall provide staff to operate the program. Staff assigned to the Program may include an Office Assistant, Affordable Housing Representative, Housing Rehabilitation Specialist (Inspector), Housing Secretary, Management Analyst, and Housing Manager.

E. Performance Monitoring

The Grantee will monitor the performance of the Program Operator annually against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken

by the Program Operator within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Program Operator shall start on the 1st day of August, 2016 and end on the 30th day of December of 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds, including program income.

III. BUDGET

General Program Administration	\$20,000.00
TOTAL	<u>\$20,000.00</u>

Grantee has approved the budget as outlined above. Grantee may require a more detailed budget breakdown and the Program Operator shall provide such supplementary budget information in a timely fashion in a form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by the Grantee and the Program Operator. Actual amount paid shall be for costs of actual work performed.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000.00. Expenses for general administration shall be paid against the amounts specified in Paragraph III and in accordance with performance. Payment shall be for actual costs of work performed on a time and materials basis.

Payments may be contingent upon certification of the Program Operator's financial management system in accordance with the standards specified in 24 CFR 84.21 and OMB A-87.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this

Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

City of American Canyon
Dana Shigley, City Manager
4381 Broadway, Suite 201
American Canyon, CA 94503
707-647-4519
DUNS # 789784550

Program Operator:

Housing Authority of the City of Napa
Lark Ferrell, Housing Manager
P. O. Box 660
Napa, CA 94559
707-257-9543
DUNS # 008295706

VI. GENERAL CONDITIONS

A. General Compliance

The Program Operator agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including 24 CFR 570.487 and subpart K of these regulations, except that (1) the Program Operator does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Program Operator does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Program Operator also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Program Operator agrees to income qualify participants using the State Department of Housing and Community Development (HCD) Part 5 Income and Determination Guide for Federal Programs. The Program Operator further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Hold Harmless

The Program Operator shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Program Operator's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers' Compensation

The Program Operator shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance

Each party shall, throughout the duration of this Agreement, maintain insurance (including, for the purpose of this section, self-insurance or coverage under a self-insurance pool) to cover each of their respective interests related to work performed under this Agreement (including coverage for their employees and agents). Concurrently with the execution of this Agreement, and prior to the commencement of any services, each party shall provide the other with written proof of insurance (including self-insurance or self-insurance pool coverage) (certificates and endorsements), in a form acceptable to the other party. Each party shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance coverage required by this Agreement.

(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$1,000,000 general occurrence for general liability, bodily injury, personal injury and property damage. Each party shall name the other as an additional covered party or additional insured.

E. Amendments

The Grantee or Program Operator may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Program Operator from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Program Operator.

F. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Program Operator materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

Failure, for any reason, of the Program Operator to fulfill in a timely and proper manner its obligations under this Agreement;

Ineffective or improper use of funds provided under this Agreement; or

Submission by the Program Operator to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Program Operator, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

The Program Operator shall maintain all records required by the Federal regulations specified in 24 CFR 570.490, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the improvement, use or disposition of real property improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and audits and record keeping;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Grantee and its Program Operator must maintain all books and records pertaining to any/all CDBG funded activities for at least five (5) years from the close out date of the HCD contract with the U.S. Department of Housing and Urban Development (HUD), maintaining all grant related records until formal notification is received from HCD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Program Operator shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Program Operator understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Program Operator's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Program Operator's obligation to the Grantee shall not end until all close-out requirements are completed.

6. Audits & Inspections

All Program Operator records with respect to any matters covered by this Agreement shall be made available to the Grantee, State Department of Housing and Community Development, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Program Operator within 30 days after receipt by the Program Operator. Failure of

the Program Operator to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Program Operator hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Program Operator audits and OMB Circular A-133.

B. Reporting and Payment Procedures

1. Program Income

The Grantee will collect all payments from the borrowers who are obligated to make payments under the terms of their loans. The Grantee will establish policies and procedures for the administration and utilization of Program Income received. The Grantee has jurisdiction and control over all program income. All revenue received from CDBG funded activities will be deposited into a revolving loan account.

2. Payment Procedures

The Grantee will pay to the Program Operator funds available under this Agreement based upon information submitted by the Program Operator and consistent with any approved budget and Grantee's policy concerning payments. Payments will be made on a reimbursement basis for eligible expenses actually incurred and paid by the Program Operator.

Grantee will be responsible for disbursing payments to contractors based upon the Program Operator's recommendation and consistent with the Grantee's policy concerning payments.

3. Progress Reports

The Program Operator shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

C. Procurement

Unless specified otherwise within this agreement, the Program Operator shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48, and 24 CFR 85.36.

D. . Travel

The Program Operator shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. RELOCATION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Program Operator agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at CFR Part 24 and 24 CFR 570.606(b), 24 CFR 570.488 and 24 CFR 606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Program Operator shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Program Operator also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Program Operator agrees to comply with all applicable local and state law, including, but not limited to, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246, and 11259 as amended by Executive Orders 11375, 11478, 12107 and 12086, the Restoration Act of 1987, the Age Discrimination Act of 1975, the Americans with Disability Act.

2. Nondiscrimination

The Program Operator agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Program Operator shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Program Operator, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Program Operator agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Program Operator with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Program Operator agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Program Operator will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans,

Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Program Operator may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Program Operator shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, State Department of Housing and Community Development, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Program Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Program Operator, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Program Operator will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Program Operator is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Program Operator agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply

to the performance of this Agreement. The Program Operator agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Program Operator shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Program Operator agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Program Operator of its obligation, if any, to require payment of the higher wage. The Program Operator shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Program Operator and any of the Program Operator's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Program Operator and any of the Program Operator's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Program Operator certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Program Operator further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Program Operator further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Program Operator certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Program Operator agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Program Operator will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Program Operator will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Program Operator shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Program Operator from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Program Operator shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Program Operator will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Program Operator shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Program Operator shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Program Operator agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Program Operator agrees to abide by the provisions of 24 CFR 84.42, 570.489(h), and 570.611, which include (but are not limited to) the following:

a. The Program Operator shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Program Operator shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Program Operator, or any designated public agency.

5. Lobbying

The Program Operator hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Program Operators shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Program Operator agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Program Operator agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Program Operator shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Program Operator agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Program Operator agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. INDEPENDENT ENTITIES

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code 6500 *et seq*, City and County are independent entities, and City and County and the respective officers, agents and employees of City and County are not, and shall not be deemed, employees of the other agency for any purpose, including but not limited to worker's compensation and employee benefits.

XIII. PRIVILEGES, IMMUNITIES AND OTHER BENEFITS

In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

XIV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XVI. WAIVER

The Grantee's failure to act with respect to a breach by the Program Operator does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Program Operator for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Program Operator with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF AMERICAN CANYON

By: _____

DANA SHIGLEY, City Manager

ATTEST:

By: _____

SUELLEN JOHNSTON, City Clerk

APPROVED AS TO FORM:

By: _____

WILLIAM ROSS, City Attorney

HOUSING AUTHORITY OF THE CITY OF NAPA, a public body, corporate and politic

By: _____

RICK TOOKER, Deputy Director

ATTEST:

By: _____

DOROTHY ROBERTS, Deputy Authority Secretary

COUNTERSIGNED:

By: _____

DESIREE BRUN, City Auditor

APPROVED AS TO FORM:

By: _____

MICHAEL BARRETT, Authority General Counsel

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 10.A.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council
From: Dorothy Roberts, City Clerk
Prepared by: Carlyce Banayat, Imaging Clerk
Subject: City Council Meeting Minutes

ISSUE STATEMENT:

Approve the September 20, 2016 Regular City Council Meeting Minutes.

DISCUSSION:

Approve the September 20, 2016 Regular City Council Meeting Minutes.

FINANCIAL IMPACTS:

None

CEQA:

The City Clerk has determined that the recommended action described in this agenda report is not subject to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1 - September 20, 2016 Draft Regular City Council Meeting Minutes

NOTIFICATION:

None

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Approve the September 20, 2016 Regular City Council Meeting Minutes.

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REGULAR MEETING MINUTES FOR THE CITY COUNCIL OF THE CITY OF NAPA

September 20, 2016

3:30 P.M. - (No Evening Session)

City Hall Council Chambers
955 School Street

3:30 P.M. CITY COUNCIL MEETING: AFTERNOON SESSION

1. CALL TO ORDER: 3:30 P.M.

1.A Roll Call

PRESENT: Mott, Inman, Sedgley, Luros, Mayor Techel

ABSENT: None

2. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

Mayor Techel announced due to lack of business, there would be no Evening Session for this Council meeting.

City Clerk Roberts announced the following Supplemental Reports:

Item 6.A.: PowerPoint presentation by city staff.

Item 6.B.: PowerPoint presentation by city staff.

Attachment 1 – Draft Evaluation Criteria (Updated).

Attachment 1 – Draft Evaluation Criteria (Redline Version).

Item 7.A. : PowerPoint presentation by city staff.

Request by staff to amend Paragraph 6 of the Resolution to read:

“This Resolution shall take effect immediately upon its adoption, as a documentation of the final action taken by Council. The parking impact fee established by this resolution shall be effective November 21, 2016.”

3. SPECIAL PRESENTATIONS:

3.A Proclamation "Bay Day"

The Proclamation designating October 1, 2016 “Bay Day in the City of Napa was read by City Council. Mayor Techel presented the proclamation

City of Napa Meeting Minutes

September 20, 2016

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to "Friends of the Napa River", representatives. Shari Gardner, speaking on behalf of the Friends announced they would be sponsoring a Concert on the River on October 8th.

4. PUBLIC COMMENT:

Robert Zanardi, resident, announced that the Napa High Choir would have a "Singing in the Spotlight" event September 25th; he then asked for follow-up regarding the status of the connection between First and Third Street. City Manager Parness stated there were plans for future connections; staff would follow-up with Mr. Zanardi.

5. CONSENT CALENDAR:

Councilmember Inman announced that she would vote "No" on Item 5E since she had voted against the issue previously.

Moved, seconded (Sedgley / Luros) to approve Consent Calendar as presented with Councilmember Inman voting no on Item 5E; the modifications to the Parking and Business Improvement Area 1, Benefit Zone 1.

Motion carried:

AYES: Mott, Inman, Sedgley, Luros, Mayor Techel

NOES: None

ABSENT: None

5.A City Council Meeting Minutes

Approved the September 6, 2016 Regular City Council Meeting Minutes.

5.B Appointments to the City of Napa Bicycle and Trails Advisory Commission

Appointed incumbents Joel King and Jeremy Sill, and new member Jimmy Kawalek, to the Bicycle and Trails Advisory Commission.

5.C Appointments to the Board of the Housing Authority of the City of Napa

Appointed incumbents Johanna Moore and Carol Hamilton to fill the two tenant representative seats of the Board of Commissioners for the Housing Authority of the City of Napa.

5.D Appointments to the City of Napa Tree Advisory Commission

Appointed incumbents Chris Sauer and Seth Pare-Mayer to the Tree Advisory Commission.

DRAFT

5.E Resolution Scheduling Hearing to Modify the Boundary, Revenue Purpose, and Name of Parking and Business Improvement Area 1, Benefit Zone 1 (2005)

Adopted Resolution R2016-122 to modify the Parking and Business Improvement Area 1, Benefit Zone 1 (2005), by: (1) Renaming the area the "Downtown Parking Assessment Area", (2) Amending the Boundaries to add six new parcels, (3) Amending Allowable Uses of Assessment Revenue to Include Parking Maintenance, and (4) Fixing the Time and Place of a Public Meeting and Public Hearing and Giving Notice Thereof.

Councilmember Inman voted NO.

5.F Agreement for Services with FME Architecture + Design to Prepare a Master Plan for the CineDome Focus Area

Authorized the City Manager to execute an agreement with FME Architecture + Design in an amount not to exceed \$211,500 to prepare a master plan for the CineDome Focus Area.

Prior to moving to the next order of business, Mayor Techel acknowledged those in attendance that had been reappointed to Boards and Commissions.

Councilmembers Inman and Mott briefly commented on the new Nomination Committee process for Board and Commission appointments.

6. ADMINISTRATIVE REPORTS:

6.A Revenue Bond Issuance for Covered Compost System and Other Capital Improvements at City's Materials Diversion Facility

Roberta Raper, Finance Director provided the staff report.

Council comments ensued. It was noted the bonds were assessed as "Green" and rated Double A.

In response to a question by Vice Mayor Luros, Bond Counsel Chris Lynch from Jones Hall provided more details, and stated it was a favorable time for the issuance of taxable bonds, which would not significantly affect the project or budgeting costs.

Further Council discussion ensued.

DRAFT

Moved, seconded (Luros / Inman) to adopt Resolution R2016-123 authorizing the issuance and sale of solid waste revenue bonds, in an amount not to exceed \$12,500,000, for the purpose of financing the costs of acquisition and construction of Capital Improvements at the City's Materials Diversion Facility, approving an Indenture of Trust, a Continuing Disclosure Certificate, and an Official Statement, and authorizing Related Matters.

Motion carried:

AYES: Mott, Inman, Sedgley, Luros, Mayor Techel

NOES: None

ABSENT: None

6.B Consideration of the Establishment of Evaluation Criteria for Proposals for the Public Safety and City Services Building Project (FC15PW02)

City Manager Parness provided the staff report reviewing key issues including project goals, the timeline, the Request for Proposal (RFP) structure, and next steps. He then reviewed the proposed evaluation criteria, noting that pricing and structure had the highest weight.

After the presentation, discussion ensued regarding several issues including the relocation of Fire Station 1 and the importance of the local economy and housing affordability. City Manager Parness stated that the housing component is included for any private development, and with more affordability, the greater the credit the proposers will receive.

City Manager Parness stated that a stipend of \$50,000 had been identified to compensate the proposers for technical requirements needed in order to respond to the City as required. As more discussion ensued, it became apparent that the stipend would not be sufficient for the work that would be required by those responding to the RFP. He stated staff suggests increasing that amount to \$100,000. He reminded Council that the compensation will only be paid if the proposers meet all the stated requirements.

Further discussion ensued. Mayor Techel asked the City Clerk if speaker cards had been submitted, the Clerk stated there were no requests to speak.

City Council discussion ensued regarding the project itself, the evaluation criteria, the Fire Station relocation, the LEED Gold Certification, sustainability, the process, and the importance of the housing and affordability. Positive comments were made about the

DRAFT

"wow" factor criteria, and Council stressed that the building should be an attractive and sustainable asset.

Vice Mayor Luros stated she recommended changing the evaluation criteria to reflect a decrease of Pricing and Structuring to 25% and an increase of Public Facility to 30%.

Mayor Techel stated she was pleased to see Housing and Workforce housing rater higher.

Councilmember Mott cautioned the Fire Station should not be relocated much further west, in order to maintain response time to Alta Heights.

Discussion ensued regarding Vice Mayor's suggestion to change the percentages in the evaluation criteria; there was general support; however both Councilmembers Mott and Sedgley stated they believed there was sufficient flexibility built in the criteria.

Vice Mayor Luros and Councilmember Inman both strongly supported changing the evaluation criteria as previously stated; Councilmember Inman stressed the importance of design and sustainability.

Moved, seconded (Luros / Inman) to direct staff to establish Criteria for Evaluation of Proposals for the Design, Construction, Operation, and Financing of a Public Safety and City Services Building Project, and for the Privately Funded Development of Excess City Property, and to exchange the evaluation criteria from 25 to 30 percent for Public Facilities and from 30 to 25 for Pricing and Structuring.

Motion carried:

AYES: Mott, Inman, Sedgley, Luros, Mayor Techel
 NOES: None
 ABSENT: None

7. PUBLIC HEARINGS/APPEALS:

7.A Second Reading of Ordinance/Resolution Adopting Parking Impact Fee

Economic Development Manager Jennifer LaLiberte provided the staff report.

Council disclosures were provided. Mayor Techel called for public comment.

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Thomas Hodge, resident, voiced that he had stated before his opinion that the fee was unfair and cited that some businesses were not subject to the fee. He asked Council to consider phasing in the fee.

There was no further public comment.

Vice Mayor Luros asked how Council could avoid the sharp increases in the future. Both Ms. LaLiberte and City Attorney Barrett responded.

Councilmember Mott added at the time of the initial approval, the City of Napa was experiencing the need to grow downtown vitality and economy.

In response to a question by Councilmember Sedgley, Ms. LaLiberte stated the parking requirements do not consider the use of the structure but rather square footage.

Moved, seconded (Mott / Inman) to approve the second reading and final passage, and adopt Ordinance O2016-14 amending Napa Municipal Code Chapter 15.94 relating to the procedures for the Parking Impact Fee; and Approve Resolution R2016-124 adopting a Parking Impact Fee for Non-Residential Development in the Parking Exempt District, with the amendment to paragraph six of the Resolution to correct the effective date for the fee to November 21, 2016;

Motion carried:

AYES: Mott, Inman, Sedgley, Luros, Mayor Techel
 NOES: None
 ABSENT: None

7.B Consolidated Annual Performance Evaluation Report (CAPER)

Stephanie Gaul, Management Analyst Community Development Department presented the details of the CAPER.

Mayor Techel opened public hearing; no one came forward to speak.

Moved, seconded (Inman / Luros) to close the Public Hearing.

Motion carried:

AYES: Mott, Inman, Sedgley, Luros, Mayor Techel
 NOES: None
 ABSENT: None

DRAFT

Moved, seconded (Inman / Luros) to adopt Resolution R2016-125 authorizing the approval of the Consolidated Annual Performance Evaluation Report (CAPER) with the addition of public hearing comments and authorizing staff to submit the report to HUD.

Motion carried:

AYES: Mott, Inman, Sedgley, Luros, Mayor Techel

NOES: None

ABSENT: None

8. **COMMENTS BY COUNCIL OR CITY MANAGER:** None.

9. **CLOSED SESSION:**

City Attorney Barrett read the following Closed Session Item.

9.A Conference with Real Property Negotiators (Government Code section 54956.8): Property: Approximately 0.5 acre parcel at the southeast corner of Randolph Street and Second Street (APN 003-212-001). City Negotiators: Mike Parness, Rick Tooker, Michael Barrett, Jeff Freitas, Jack LaRochelle. Negotiating Parties: City of Napa, and James Keller. Under Negotiation: price and terms of payment.

In response to a question by Mayor Techel, City Attorney Barrett stated he did not anticipate any reportable action from the Closed Session.

ADJOURNMENT: 5:15 P.M.

Dorothy Roberts, City Clerk

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 10.B.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council

From: Dorothy Roberts, City Clerk

Prepared by: Carlyce Banayat, Imaging Clerk

Subject: Cancellation of the January 3, 2017 City Council Meeting

ISSUE STATEMENT:

Adopt a resolution approving the cancellation of the January 3, 2017 City Council meeting.

DISCUSSION:

Pursuant to Napa Municipal Code Section 2.04.050, cancellation of any regular City Council meeting must be formalized by resolution. The attached resolution cancels the above referenced meeting to schedule breaks needed for the holidays.

FINANCIAL IMPACTS:

None

CEQA:

The City Clerk has determined that the recommended action described in this agenda report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1 - Resolution

NOTIFICATION:

None

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Adopt a resolution approving the cancellation of the January 3, 2017 City Council meeting.

RESOLUTION R2016-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NAPA, STATE OF CALIFORNIA, APPROVING THE
CANCELLATION OF THE JANUARY 3, 2017 CITY
COUNCIL MEETING**

WHEREAS, the time and place of regular meetings of the City of Napa City Council are governed by its City of Napa Charter, the Napa Municipal Code Section 2.04.050 and the City of Napa City Council Policy Resolution No. 19; and

WHEREAS, the regular meetings of the City Council are set for the first and third Tuesdays of every month, unless modified by a City Council resolution; and

WHEREAS, said modified date shall consist of the cancellation of the first regularly scheduled City Council meeting set for January 3, 2017; and

WHEREAS, this resolution is date specific and is not intended to establish an ongoing meeting schedule.

WHEREAS, the City Council of the City of Napa has considered all information related to this matter, as presented at the public meeting of the City Council identified herein, including any supporting reports by city staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establishes the factual basis for the City Council's adoption of this Resolution.
2. The City Council of the City of Napa hereby cancels its regular meeting previously scheduled for January 3, 2017.
3. The City Council sets the January regular meeting to January 17, 2017.
4. This Resolution shall take effect immediately upon its adoption.

ATTACHMENT 1

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at their public meeting held on the 4th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____

Dorothy Roberts
City Clerk

Approved as to form:

Michael W. Barrett
City Attorney

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 10.C.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council

From: Mike Randolph, Fire Chief

Prepared by: Joy Riesenberger, Administrative Services Manager

Subject: Acceptance of the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grant

ISSUE STATEMENT:

Adopt a resolution authorizing acceptance of Federal Emergency Management Agency (FEMA) Assistance to Firefighters – Fire Prevention and Safety Grant, authorizing a budget appropriation in the amount of \$356,080, and authorizing the Fire Chief to execute a purchase order for the purchase of Self-Contained Breathing Apparatus (SCBA).

DISCUSSION:

The Fire Department applied for a FEMA Fire Prevention and Safety grant seeking funding to replace the Departments forty-eight (48) Self-Contained Breathing Apparatus (SCBAs) and SCBA cylinders. The current SCBAs are over 13 years old and will reach their life cycle within 2 years. These SCBAs are used during emergency responses and training activities in excess of 4,000 times per year and as the call volume continues to increase so does the wear and tear on our SCBAs. The Fire Department has a comprehensive SCBA Maintenance Program; it is becoming increasingly difficult and expensive to repair these pieces of equipment and the electronic parts are becoming harder to find. The Fire Department plans to replace these aging SCBAs, which will bring the department into compliance with NFPA 1404-2013 Edition Guidelines, as well as 29CFR (Code of Federal Regulations) 1910.134 and include safety systems to protect the health and safety of the Napa City Firefighters.

The SCBA's being requested have several features that will increase Firefighter safety, enhance Firefighter's ability to rescue citizens, decrease the time of rescue of downed Firefighters by our Rapid Intervention Crew (RIC), enhance emergency scene communication thus improving scene control. The new features will include:

Integrated Personal Alarm Safety System (PASS) – Automatic activation when the SCBA is turned on, and activation of an alarm both visible and audible when a Firefighter becomes incapacitated on scene. The audible alarm allows others to find that Firefighter and assist in their rescue.

Buddy Breathing or Quick Fill – The new SCBA'S will provide the capability to share air with another SCBA. This feature is extremely useful when performing a rescue of another firefighter.

Voice amplifier – Communications are a constant struggle when using SCBA'S, the NFD will improve communications by providing new SCBA'S with voice amplification. This will improve inter-crew communications and safety for everyone on an emergency incident including RIC teams.

Illuminated Heads-Up Display – A visual indication of air supply remaining is visible, while wearing the SCBA mask. This will constantly be in the sight of Firefighters, which greatly improves the awareness of remaining air supply.

The Fire Department submitted an application for the grant in January 2016. Staff recently received notification of award for \$356,080, \$323,709 is the Federal share and the City's share of the cost is \$32,371. Recognition should be given to Battalion Chief Charlie Rhodes for pursuing this Grant.

FINANCIAL IMPACTS:

This grant positively impacts the General Fund and increases the Napa Fire Department budget by \$356,080 for FY2016-17 offset by reimbursement in the amount of \$323,709 from the Federal Emergency Management Agency. The following budget appropriations are requested for FY2016-17:

Revenue (Sources):

49270-33111-FDSCBAGRNT (Fire Operations Federal Op Direct)	\$323,709
10000-25001 (General Fund – Resvd for Contingency)	\$ 32,371

Expenditures (Uses):

49270-57401-FDSCBAGRNT-57401	\$356,080
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CEQA:

The Fire Chief has determined that the Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060. Exempt from review – not a project as defined in Section 15378 of CEQA Guidelines.

DOCUMENTS ATTACHED:

1. Attachment 1 - Resolution authorizing acceptance of Federal Emergency Management Agency Assistance to Firefighters – Fire Prevention and Safety Grant, authorizing a budget appropriation in the amount of \$356,080 and authorizing the Fire Chief to execute a purchase order for the purchase of Self Contained Breathing Apparatus.
2. Attachment 2 - Grant Summary Award Memo

NOTIFICATION:

None

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Adopt a resolution authorizing acceptance of Federal Emergency Management Agency Assistance to Firefighters – Fire Prevention and Safety Grant, authorizing a budget appropriation in the amount of \$356,080 and authorizing the Fire Chief to execute a purchase order for the purchase of Self Contained Breathing Apparatus.

RESOLUTION R2016-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING ACCEPTANCE OF FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS – FIRE PREVENTION AND SAFETY GRANT, AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$356,080 AND AUTHORIZING THE FIRE CHIEF TO EXECUTE A PURCHASE ORDER FOR THE PURCHASE OF SELF CONTAINED BREATHING APPARATUS

WHEREAS, the Federal Emergency Management Agency was soliciting grant applications for Fire Prevention and Safety; and

WHEREAS, the Napa Fire Department is scheduled to replace aging safety equipment within the next budget cycle; and

WHEREAS, the City of Napa recently received notification of a grant award in the amount of \$356,080, \$323,709 is the Federal share with a requirement of matching funds in the amount of \$32,371; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.
2. The City Council hereby authorizes the acceptance of Federal Emergency Management Agency Assistance to Firefighters – Fire Prevention and Safety grant in the amount of \$356,080.
3. The City Council hereby authorizes the following budget appropriation in the FY2016-17 Fire Department budget:

Revenue (Sources):

49270-33111-FDSCBAGRNT (Fire Ops Federal Op Direct)	\$323,709
10000-25001 (General Fund – Resvd for Contingency)	\$ 32,371
Total	\$356,080

ATTACHMENT 1

Expenditures (Uses):

49270-57401-FDSCBAGRNT-57401

\$356,080

4. The City Council hereby authorizes the Fire Chief to execute a purchase order for the purchase of Self-Contained Breathing Apparatus.
5. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 4th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to for:

Michael W. Barrett
City Attorney

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - FIRE PREVENTION AND SAFETY GRANTS
Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2015-FO-06903
GRANTEE: City of Napa
DUNS Number: 070158399
AMOUNT: \$356,080.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

30-JUN-16 to 29-JUN-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$338,000.00

Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$356,080.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)**FEMA Officials**

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE)

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 10.D.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Sara Gallegos, Management Analyst II

Subject: Change Order No. 1 to Construction Contract C2016-100

ISSUE STATEMENT:

Authorize the Public Works Director to approve a change order in the amount of \$100,000, to the construction contract with Berger Concrete, Inc., for on-call concrete services (City Agreement No. C2016-100), and determine that the recommended action is not subject to CEQA.

DISCUSSION:

The on-call construction contract is for pedestrian improvements including installation of sidewalk, curb and gutter, driveways, and curb ramps at various sites throughout the city, on an as-needed basis. The contract work has been supplementing City crews as part of the Sidewalk Improvement Program, predominately in the neighborhoods that are scheduled for paving as part of the 10-mile Street Resurfacing Program.

An Invitation for Bids (IFB) was issued with a bid deadline of March 11, 2016, resulting in Berger Concrete, Inc. as the lowest responsive bidder. On April 5, 2016, City Council awarded an on-call construction contract to Berger Concrete, Inc. in an amount not to exceed \$400,000 for on-call concrete services (City Agreement No. C2016-100).

Funding for contracted construction services was added to the FY16 budget due to the amount of work required in the North Jefferson/Salvador and West Park neighborhoods. City crews provide demolition of damaged concrete, street materials, and job site coordination, while on-call contract services provided by Berger Concrete, Inc. are for installation of new concrete. This method of City crews and contractors working "shoulder-to-shoulder" on the sidewalk projects has proved to be efficient and cost effective.

Approximately 700 cubic yards of concrete has been installed within the current contract amount. Staff is recommending a change order to on-call construction contract C2016-100 with Berger Concrete, Inc. for an additional \$100,000 in order to complete concrete work in the Alta Heights area, which is the next 10-mile program neighborhood. In particular, Raymond Ave. and Plaza Ave. near the Evans Tot Lot are in extremely poor shape and need approximately 100 cubic yards of concrete replacement. There is an

additional 60-100 cubic yards to be completed in other areas of Alta Heights and various locations in other neighborhoods. Increasing the on-call contract amount will expedite the concrete work in the Alta Heights area and allow the paving crews to complete the street resurfacing prior to winter. It is anticipated that by November 2016, the Street Resurfacing Program will achieve its half-way milestone of 70-miles.

FINANCIAL IMPACTS:

There is sufficient budget appropriation in the Sidewalk Improvement Program (30301) to fund the additional \$100,000 of contracted construction services needed.

CEQA:

The Public Works Director has determined that the Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

None.

NOTIFICATION:

None.

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Authorize the Public Works Director to approve a change order, in the amount of \$100,000, to the construction contract with Berger Concrete, Inc., for on-call concrete services (City Agreement No. C2016-100).

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 10.E.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council

From: Eric Whan, Deputy Public Works Director – Engineering

Prepared by: Mike Socorro, Assistant Engineer

Subject: Award of Construction Contract for China Point Overlook Project

ISSUE STATEMENT:

Adopt a resolution authorizing the Public Works Director to award and execute a construction contract to G.D. Nielson Construction, Inc., for the China Point Overlook Project, authorizing a budget appropriation for a total project cost not to exceed \$720,000 and determining that the Project is exempt from CEQA.

DISCUSSION:

The China Point Overlook Project generally consists of the construction of a park that includes concrete paths, retaining walls, pilasters, planting, irrigation, lighting and a public art installation. The park will be located at the southwest corner of Soscol Avenue and First Street and will provide one of the access points to the Napa River Flood Control Project bypass area.

In April of 2016, the City issued a Notice Inviting Bids, Proposal, Contract and Special Provisions for the China Point Overlook Project. Two (2) bids for construction were received and opened at 3:00 P.M. on May 19, 2016. Both bids were substantially higher than the available budget. On June 6, 2016, the Napa City Council adopted Resolution R2016-75 to reject all bids and re-bid the project following a redesign based on a value engineering review of various project elements.

Upon re-bidding the project, three (3) bids for construction were received and opened at 3:00 P.M. on September 15, 2016. The engineer's estimate for project construction was \$499,250.00. The bids were as follows:

\$624,819	G.D. Nielson Construction, Inc., Napa, CA*
\$671,113	Hess Concrete Construction, Inc., American Canyon, CA
\$707,404	W.R. Forde Associates, Richmond, CA

*Apparent Lowest and Best Bid

Existing project budget is insufficient to cover the project costs, therefore an additional budget appropriation is required.

Based on the apparent low bid, the construction budget is proposed as follows:

Lowest and Best Bid Amount – \$624,819
Construction Contingency (approximately 10% of bid) – \$62,681
Geotechnical Testing – \$7,500
Contract Administration and Construction Management – \$25,000

Total – \$720,000

The contingency, geotechnical testing, contract administration and construction management costs are estimates. The funds can be used interchangeably between the items listed above.

FINANCIAL IMPACTS:

Funding for the project is composed of the existing China Point Overlook appropriation of approximately \$510,000 and a proposed budget adjustment of \$210,000. The proposed budget adjustment would transfer the needed funds (\$210,000) from the Pearl Street Parking Lot expansion project (Lot G) (MS12RA01) to the China Point Overlook project (PK06RA03SA). The original funding source of both the China Point Overlook project and the Pearl Street Parking Lot expansion project were available Successor Agency Bond funds. Staff is currently working to update the estimated project cost for the Pearl Street project and will bring an action in the future, once costs are better known, to ensure that project has the funding necessary to move forward. More specifically, the budget adjustments for the China Point Overlook project are described as follows:

SOURCES:

\$510,000	China Point Overlook (PK06RA03SA) (Existing)
\$210,000	Pearl Street Parking Lot Expansion Project (Lot G) (MS12RA01) (Appropriation)
\$720,000	TOTAL

USES:

\$720,000	China Point Overlook (PK06RA03)
\$720,000	TOTAL

CEQA:

City staff recommends that the City Council determine that the Recommended Action is exempt from CEQA pursuant to CEQA Guidelines Section 15332 which exempts in-fill development projects meeting the conditions described in subsection (a)-(e).

DOCUMENTS ATTACHED:

1. Attachment 1: Resolution authorizing the Public Works Director to award and execute a construction contract to G.D. Nielson Construction, Inc., for the China Point Overlook Project, and authorizing a budget appropriation for a total project cost not to exceed \$720,000
2. Attachment 2: Location Map for China Point Overlook

NOTIFICATION:

None.

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Adopt a resolution authorizing the Public Works Director to award and execute a construction contract to G.D. Nielson Construction, Inc., for the China Point Overlook Project and authorizing a budget appropriation for a total project cost not to exceed \$720,000.

RESOLUTION R2016-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO AWARD AND EXECUTE A CONSTRUCTION CONTRACT TO G.D. NIELSON CONSTRUCTION, INC., FOR THE CHINA POINT OVERLOOK PROJECT AND AUTHORIZING A BUDGET APPROPRIATION FOR A TOTAL PROJECT COST NOT TO EXCEED \$720,000

WHEREAS, bids were opened and read on May 19, 2016, for the China Point Overlook Project; and

WHEREAS, bids were substantially higher than the available budget; and

WHEREAS, on June 7, 2016, the Napa City Council adopted Resolution R2016-75 to reject all bids and re-bid the project following a redesign based on a value engineering review of various project elements; and

WHEREAS, the project was re-advertised and bids were opened and read on September 15, 2016, for the China Point Overlook Project with the lowest and best bid submitted by G.D. Nielson Construction, Inc., in the amount of \$624,819; and

WHEREAS, existing project budget is insufficient to cover the project costs, therefore an additional budget appropriation is required; and

WHEREAS, the construction budget consists of funding the contract amount of \$624,819 plus construction contingency, geotechnical testing, contract administration, construction management, and inspection (amounts are interchangeable) for a total amount of \$720,000; and

WHEREAS, funding for the project is composed of an existing China Point Overlook appropriation of approximately \$510,000 and a proposed appropriation of \$210,000 from Pearl Street Parking Lot expansion project (Lot G); and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.

2. The City Council hereby determines that the Recommended Action is exempt from CEQA pursuant to CEQA Guidelines Section 15332 which exempts in-fill development projects meeting the conditions described in subsection (a)-(e).

3. The City Council hereby authorizes the Public Works Director to award and execute the construction contract for the China Point Overlook Project to the lowest and best bidder, G.D. Nielson Construction, Inc., in the amount of \$624,819. The City Council also authorizes the Public Works Director to execute contract change orders, and authorizes the charge of contract administration, construction management, and inspection up to a total amount not to exceed \$720,000.

4. The City Council hereby authorizes an appropriation of \$210,000 from the Pearl Street Parking Lot Expansion Project (Lot G) to the China Point Overlook Project as follows:

SOURCES:

\$510,000	China Point Overlook (PK06RA03SA) (Existing)
\$210,000	Pearl Street Parking Lot Expansion Project (Lot G) (MS12RA01) (Appropriation)
\$720,000	TOTAL

USES:

\$720,000	China Point Overlook (PK06RA03)
\$720,000	TOTAL

5. This Resolution shall take effect immediately upon its adoption.

ATTACHMENT 1

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 4th day of October, 2016, by the following vote:

AYES:

NOES:

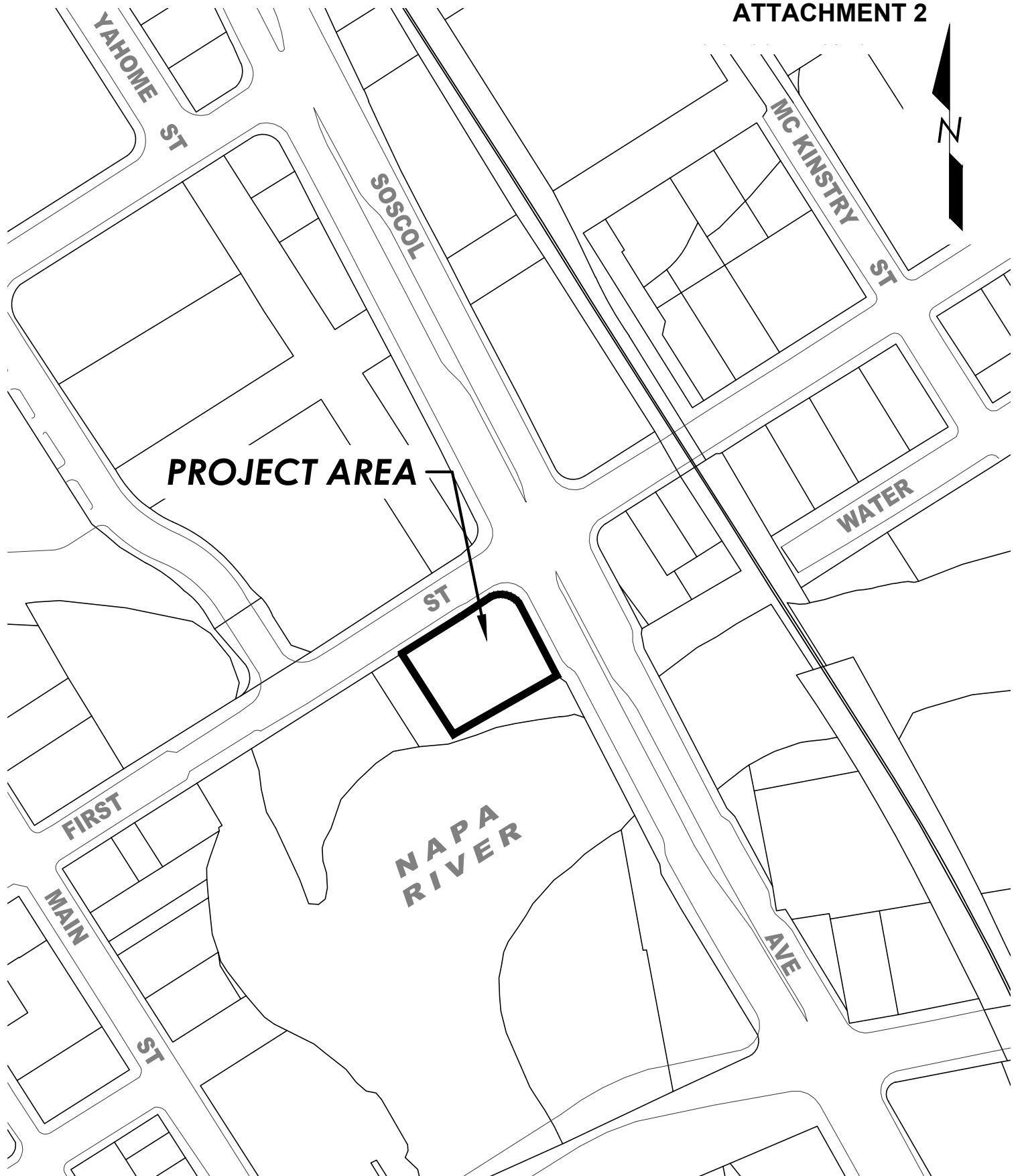
ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to for:

Michael W. Barrett
City Attorney



PUBLIC WORKS DEPARTMENT

PROJECT LOCATION MAP
CHINA POINT OVERLOOK



CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 10.F.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Juan Zúñiga, Associate Civil Engineer

Subject: Amendment to Agreement for On-Call Engineering Services

ISSUE STATEMENT:

Adopt a resolution authorizing the Public Works Director to execute Amendment No. 4 to Agreement No. C2014 017 with Gossett Civil Engineering for on-call engineering services in the amount of \$95,000 for a total contract amount not to exceed \$390,000, authorizing a budget reallocation, and determine that the amendment is not subject to CEQA.

DISCUSSION:

Gossett Civil Engineering has successfully provided on-call engineering services for the City of Napa since January 2009. These services include the review of private development project applications and the checking of improvement plans. The purpose of these services is to ensure that developers design and construct their projects in accordance with the Public Works Department's Conditions of Approval and adopted Public Works Standards. The cost of these services is borne by the project applicants.

On January 24, 2014, Public Works entered into a contract with Gossett Civil Engineering in an amount not to exceed \$70,000. On October 21, 2014 Council approved Amendment No. 1 in the amount of \$75,000, on July 21, 2015 Council approved Amendment No. 2 in the amount of \$75,000, and on March 15, 2016 Amendment No. 3 in the amount of \$75,000 was approved. Due to the increased work load of new development projects, Amendment No. 3 has reached its financial limit thereby necessitating Amendment No. 4 to the contract. The on-call services provided by this contract are still needed to provide industry standard customer service. A new contract for services will be negotiated and brought before Council early next year.

Public Works staff is using other on-call engineering services in addition to Gossett Civil Engineering to keep up with the current influx of development projects. Additionally, there is a vacant Senior Civil Engineer position in the Development Engineering Division which the department is working to fill as quickly as possible. Recruitment is in process, but the position will not be filled for several months. It is therefore recommended that Council approve Amendment No. 4 to this contract in the amount of \$95,000.

Of the amendment amount requested, \$35,000 will be used for engineering services consistent with the history of this contract and will be reimbursed by applicants through the project review process. \$10,000 of this request will be used for administrative overhead related to non-reimbursable training of Development Engineering's new Associate Engineer. The remaining \$50,000 is requested to cover costs associated with the revision and update of the City of Napa Public Works Drainage Design Standards and relevant Standard Drawings. Sufficient existing budget appropriation exists to fund this amendment.

FINANCIAL IMPACTS:

An existing FY16-17 budget appropriation of \$98,700 remains within Nonrecurring Development Engineering (49013-53201) of which \$35,000 is requested for reimbursable engineering services. The existing budget appropriation of \$10,000 remaining in Development Engineering's Professional Contract Services normal operating budget (43013-53201) is requested to fund the portion of the amendment identified as non-reimbursable training. Additionally, an existing budget appropriation of \$195,700 remains in Storm Water Quality's Professional Contract Services budget (43017-53201) of which \$50,000 is requested to fund the portion of this amendment identified as updating Drainage Design Standards and relevant Standard Drawings.

Though no budget appropriations are needed to implement the recommended actions, a budget reallocation is requested. The \$50,000 in Storm Water Quality's Professional Services budget (43017-53201) needed to complete the updating of Drainage Design Standards and relevant Standard Drawings is more suited for Storm Water Drainage's Professional Contract Services budget (43018-53201). Therefore, it is requested that the \$50,000 of the existing budget appropriation in Storm Water Quality (43017-53201) be reallocated to Storm Water Drainage (43018-53201).

SOURCES:

\$35,000	Engineering Fees (GL 49013-53201) (Existing Appropriations)
\$10,000	Professional Contract Services (GL 43013-53201) (Existing Appropriation)
\$50,000	Professional Contract Services (GL 43017-53201) (Existing Appropriation & Reallocation)
\$95,000	TOTAL

USES:

\$35,000	Gossett Civil Engineering - Professional-Contract Services (GL 49013-53201)
\$10,000	Gossett Civil Engineering - Professional-Contract Services (GL 43013-53201)

\$50,000 Gossett Civil Engineering - Professional-Contract Services
(GL 43018-53201)

\$95,000 TOTAL

CEQA:

The Public Works Director has determined that the Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1: Resolution authorizing the Public Works Director to execute Amendment No. 4 to Agreement No. C2014 017 with Gossett Civil Engineering for on-call engineering services.
2. Attachment 2: Amendment No. 4 to Agreement No. C2014 017

NOTIFICATION:

None.

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Adopt a resolution authorizing the Public Works Director to execute Amendment No. 4 to Agreement No. C2014 017 with Gossett Civil Engineering for on-call engineering services and authorizing a budget reallocation of an existing appropriation.

RESOLUTION R2016-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NAPA, STATE OF CALIFORNIA, AUTHORIZING THE
PUBLIC WORKS DIRECTOR TO EXECUTE AMENDMENT
NO. 4 TO AGREEMENT NO. C2014 017 WITH GOSSETT
CIVIL ENGINEERING FOR ON-CALL ENGINEERING
SERVICES AND AUTHORIZING A BUDGET
REALLOCATION OF AN EXISTING APPROPRIATION

WHEREAS, services provided by Gossett Civil Engineering under Agreement No. C2014 017 include the review of private development project applications and the checking of improvement plans; and

WHEREAS, due to the increased work load of new development projects, Amendment No. 4 is needed to provide industry standard customer service; and

WHEREAS, the consultant charges for time spent reviewing projects can be billed to the project applicant; and

WHEREAS, Amendment No. 4 is funded by \$35,000 of remaining existing Nonrecurring Development Engineering budget (49013-53201), \$10,000 of existing Development Engineering's Professional Contract Services budget (43013-53201), and a \$50,000 reallocation of existing budget from Storm Water Quality (43017-53201) to Storm Water Drainage (43018-53201); and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.
2. The City Council hereby determines that the Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).
3. The City Council hereby authorizes the Public Works Director to execute Amendment No. 4 to Agreement No. C2014 017 with Gossett Civil Engineering for on-call engineering services in the amount of \$95,000 for a total contract amount not to exceed \$390,000.

ATTACHMENT 1

4. The City Council hereby authorizes the usage of current budget appropriations and a reallocation of \$50,000 from Storm Water Quality to Storm Water Drainage as follows:

SOURCES:

\$35,000	Engineering Fees (GL 49013-53201) (Existing Appropriations)
\$10,000	Professional Contract Services (GL 43013-53201) (Existing Appropriation)
\$50,000	Professional Contract Services (GL 43017-53201) (Existing Appropriation & Reallocation)
\$95,000	TOTAL

USES:

\$35,000	Gossett Civil Engineering - Professional-Contract Services (GL 49013-53201)
\$10,000	Gossett Civil Engineering - Professional-Contract Services (GL 43013-53201)
\$50,000	Gossett Civil Engineering - Professional-Contract Services (GL 43018-53201)
\$95,000	TOTAL

5. This Resolution shall take effect immediately upon its adoption.

ATTACHMENT 1

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 4th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to form:

Michael W. Barrett
City Attorney

AMENDMENT NO. 4 TO AGREEMENT NO. C2014 017

This Amendment No. 4 to Agreement No. C2014 017 (hereinafter "Amendment") is dated this _____ day of _____, 2016, by and between the City of Napa, a municipal corporation (hereinafter "City"), and Lawrence V. Gossett, dba Gossett Civil Engineering, a sole proprietorship (hereinafter "Consultant").

RECITALS

A. City and Consultant entered into Agreement No. C2014 017 (hereinafter "Agreement") for professional services in the amount of \$70,000, by which the Consultant agreed to perform services more particularly described in the Agreement and generally including professional engineering on-call services to perform various projects and activities in support of the Development Engineering Division of the Public Works Department.

B. City has determined that additional services are required, beyond those described in the Agreement, in order to continue the work commenced under the Agreement and Amendments No. 1, 2, and 3.

C. After negotiations between the parties, Consultant agreed to perform the additional services more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, in return for the compensation set forth in this Amendment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant shall perform the additional services described in Exhibit "A" in accordance with the terms and conditions of the Agreement.

3. PAYMENT. For additional services performed by Consultant in accordance with this Amendment, City will compensate Consultant in accordance with the terms and conditions of the Agreement in an amount not to exceed \$95,000. Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed \$390,000 (\$70,000 for the original Agreement plus \$75,000 for Amendment No. 1; \$75,000 for Amendment No. 2; \$75,000 for Amendment No. 3; and \$95,000 for Amendment No.4).

4. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all.

5. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Consultant and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

CITY OF NAPA:

(Signature)

Jacques R. LaRochelle, Public Works Director
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael Barrett, City Attorney
(Type name and title)

Budget Code: \$35,000 - GL 49013-53201
\$10,000 - GL 43013-53201
\$50,000 - GL 43018-53201

CONSULTANT:

Lawrence V. Gossett, dba Gossett Civil
Engineering, a sole proprietorship

By: _____

(Signature)

Lawrence V. Gossett, P.E.

(Print name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

EXHIBIT "A"

**SCOPE OF WORK
AND
SCHEDULE OF PERFORMANCE**

TASKS

Professional Engineering On-Call Services under this agreement may include, but are not limited to, the following activities/projects on behalf of the Development Engineering Division (DED) of the Public Works Department:

- Conduct review of Public Works Department standard conditions of approval and Policy Resolution #27 and prepare a revised set of standardized conditions of approval and mitigation measures.
- Review of various private development applications such as tentative subdivision and parcel maps, use permits, lot line adjustments, building permits and grading permits to determine the impact of the proposed development on City facilities including streets, drainage, water distribution, grading, parking, pedestrian and vehicular circulation, clean water/erosion control aspects of projects and floodplain/floodway issues..
- Prepare conditions of approval to address development related impacts.
- Represent DED and/or Public Works, as necessary, at IDR/PERC, Planning Commission and City Council meetings/hearings.
- Review of private development improvement plans for technical correctness and conformance with general engineering principles, state law (Subdivision Map Act), City Code and Standards, conditions of approval, and approved Tentative Maps.
- Review studies, reports, and/or materials associated with development projects including but not limited to improvement agreements, bonds, deeds, offers of dedication, and CEQA documents.
- Prepare or review various drainage analysis, calculations, reports or studies related to drainage improvements associated with development projects or City maintenance or capital improvement projects.
- Prepare various correspondence between DED and other Public Works Divisions, other City departments, various outside agencies and utilities and the public as they relate to assigned work.
- Revise and replace the July 2008 City of Napa Public Works Department Drainage Design Standards and the Drainage Standard Drawings.
- Other tasks as assigned in support of overall division objectives

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 10.G.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council

From: Roberta Raper, Finance Director

Prepared by: Jessie Sauter, Finance Analyst

Subject: Monthly Budget and Investment Statement

ISSUE STATEMENT:

Receive and file the Monthly Budget and Investment Statements for July 31, 2016 and August 31, 2016.

DISCUSSION:

The City of Napa prepares the Monthly Budget and Investment Statement on a monthly basis to report the status of cash and investments to Council, including current operating position by fund group.

The two attached Monthly Budget and Investment Statements summarize the budget status and investments of all City funds, including General Fund, Enterprise Funds, Capital Project Funds and Special Revenue Funds, as of July 31, 2016 and as of August 31, 2016. These Statements fulfill the requirements of Napa Municipal Code section 2.32.050 by providing budget status information, and the requirements of City Charter Section 58 by providing current cash totals.

The Reports include the following information:

- Total Cash and Invested Funds
- Budget to Year-to-Date Actual by major fund or fund group

FINANCIAL IMPACTS:

There is no financial impact as the Monthly Budget and Investment Statements are presented for informational purposes only.

CEQA:

The Finance Manager has determined that the recommended actions described in this agenda report are not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1: Monthly Budget and Investment Statement as of July 31, 2016
2. Attachment 2: Monthly Budget and Investment Statement as of August 31, 2016

NOTIFICATION:

None.

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Receive and file the Monthly Budget and Investment Statements for July 31, 2016 and August 31, 2016.



Monthly Budget and Investment Statement As of July 31, 2016

This Budget and Investment Statement summarizes the budget status and investments of all City funds, including General Fund, Enterprise Funds, Capital Project Funds and Special Revenue Funds, as of the date identified above. This Statement fulfills the requirements of Napa Municipal Code section 2.32.050 by providing budget status information, and the requirements of City Charter Section 58 by providing current cash totals.

The *City of Napa* column below represents the City's pooled cash, while the *Fiduciary Funds* column includes bond proceeds, payroll disbursements passing through the payroll clearing account and bond reserve funds.

Type of Investment	City of Napa as of 7/31/2016	Fiduciary Funds as of 7/31/2016	Grand Total as of 7/31/2016
Cash in Bank and on Hand	11,882,681	2,882,770	14,765,451
Local Agency Investment Fund (LAIF)	35,544,585	-	35,544,585
U.S. Treasury Bond / Note	27,466,040	396,572	27,862,611
Supra-National Agency Bond / Note	2,110,187	-	2,110,187
Federal Agency Collateralized Mortgage Obligation	2,232,079	645,340	2,877,418
Federal Agency Bond / Note	33,469,576	-	33,469,576
Corporate Note	16,604,449	-	16,604,449
Certificate of Deposit	8,800,000	-	8,800,000
Asset-Backed Security / Collateralized Mortgage Obligation	704,914	-	704,914
Money Market Fund	317,065	112,621	429,686
TOTAL City of Napa Cash and Invested Funds	139,131,575	4,037,303	143,168,878

I hereby certify that the investments summarized in this Statement comply with the City's adopted Statement of Investment Policy and City Charter Section 58, and that sufficient funds are available to meet expenditure requirements for the next six months. Bond funds are in compliance with their respective bond indentures, which may have different provisions than the City's Investment Policy. More detailed information summarized in this Statement is available for review upon request.

Roberta Raper, Finance Director

The table below provides the budget status for the City's funds, grouped by major fund, or major fund category, as of the date identified above and includes several *Net Positions* of less than zero. Budgets with a negative Net Position will use fund balance to make up the difference. This use of available fund balance to balance the budget has been approved by City Council with the adoption of the FY 2016/17 budget. Negative Year-to-Date (YTD) Actual amounts are to be expected, given that both revenue collections and expenditure incurrences fluctuate throughout the year.

	FY 2016/17 Budget as of 7/31/2016	FY 2016/17 YTD Actual as of 7/31/2016	% to date (Budget to Actual)
General Fund			
Revenues	84,174,895	1,162,993	1.38%
Expenditures	83,332,535	3,085,682	3.70%
<i>Net Position</i>	<i>842,359</i>	<i>(1,922,688)</i>	
Non-Recurring General Fund			
Revenues	353,720	11,971	3.38%
Expenditures	1,813,022	52,495	2.90%
<i>Net Position</i>	<i>(1,459,302)</i>	<i>(40,524)</i>	
Special Revenue Funds			
Revenues	11,250,519	1,522,708	13.53%
Expenditures	11,397,708	48,133	0.42%
<i>Net Position</i>	<i>(147,189)</i>	<i>1,474,575</i>	
Capital Project Funds			
Revenues	21,143,237	8,410,733	39.78%
Expenditures	22,935,109	8,494,703	37.04%
<i>Net Position</i>	<i>(1,791,872)</i>	<i>(83,970)</i>	
Materials Diversion Fund			
Revenues	27,422,809	2,259,114	8.24%
Expenditures	29,321,744	210,202	0.72%
<i>Net Position</i>	<i>(1,898,935)</i>	<i>2,048,912</i>	
Water Enterprise Fund			
Revenues	30,654,500	154,324	0.50%
Expenditures	29,813,465	476,030	1.60%
<i>Net Position</i>	<i>841,035</i>	<i>(321,707)</i>	
Internal Service Funds			
Revenues	12,119,953	754,136	6.22%
Expenditures	11,397,299	1,150,372	10.09%
<i>Net Position</i>	<i>722,654</i>	<i>(396,236)</i>	
Successor Agency Trust Fund			
Revenues	5,109,645	18,272	0.36%
Expenditures	5,324,034	151,087	2.84%
<i>Net Position</i>	<i>(214,389)</i>	<i>(132,815)</i>	
Housing Authority Fund			
Revenues	13,027,975	1,089,007	8.36%
Expenditures	12,901,902	1,013,586	7.86%
<i>Net Position</i>	<i>126,073</i>	<i>75,421</i>	
ALL FUNDS			
Revenues	205,257,253	15,383,259	7.49%
Expenditures	208,236,818	14,682,291	7.05%
<i>Net Position</i>	<i>(2,979,565)</i>	<i>700,969</i>	



Monthly Budget and Investment Statement As of August 31, 2016

This Budget and Investment Statement summarizes the budget status and investments of all City funds, including General Fund, Enterprise Funds, Capital Project Funds and Special Revenue Funds, as of the date identified above. This Statement fulfills the requirements of Napa Municipal Code section 2.32.050 by providing budget status information, and the requirements of City Charter Section 58 by providing current cash totals.

The *City of Napa* column below represents the City's pooled cash, while the *Fiduciary Funds* column includes bond proceeds, payroll disbursements passing through the payroll clearing account and bond reserve funds.

Type of Investment	City of Napa as of 8/31/2016	Fiduciary Funds as of 8/31/2016	Grand Total as of 8/31/2016
Cash in Bank and on Hand	14,809,693	643,849	15,453,542
Local Agency Investment Fund (LAIF)	33,844,585	-	33,844,585
U.S. Treasury Bond / Note	22,884,943	396,572	23,281,514
Supra-National Agency Bond / Note	2,110,187	-	2,110,187
Federal Agency Collateralized Mortgage Obligation	2,232,079	645,340	2,877,418
Federal Agency Bond / Note	38,018,772	-	38,018,772
Corporate Note	16,524,682	-	16,524,682
Certificate of Deposit	8,800,000	-	8,800,000
Asset-Backed Security / Collateralized Mortgage Obligation	704,914	-	704,914
Money Market Fund	598,955	112,661	711,616
TOTAL City of Napa Cash and Invested Funds	140,528,810	1,798,421	142,327,231

I hereby certify that the investments summarized in this Statement comply with the City's adopted Statement of Investment Policy and City Charter Section 58, and that sufficient funds are available to meet expenditure requirements for the next six months. Bond funds are in compliance with their respective bond indentures, which may have different provisions than the City's Investment Policy. More detailed information summarized in this Statement is available for review upon request.

Roberta Raper, Finance Director

The table below provides the budget status for the City's funds, grouped by major fund, or major fund category, as of the date identified above and includes several *Net Positions* of less than zero. Budgets with a negative Net Position will use fund balance to make up the difference. This use of available fund balance to balance the budget has been approved by City Council with the adoption of the FY 2016/17 budget. Negative Year-to-Date (YTD) Actual amounts are to be expected, given that both revenue collections and expenditure incurrences fluctuate throughout the year.

	FY 2016/17 Budget <i>as of 8/31/2016</i>	FY 2016/17 YTD Actual <i>as of 8/31/2016</i>	% to date (Budget to Actual)
General Fund			
Revenues	84,174,895	2,990,792	3.55%
Expenditures	83,332,535	9,044,959	10.85%
<i>Net Position</i>	<i>842,359</i>	<i>(6,054,167)</i>	
Non-Recurring General Fund			
Revenues	353,720	78,955	22.32%
Expenditures	1,813,022	195,598	10.79%
<i>Net Position</i>	<i>(1,459,302)</i>	<i>(116,643)</i>	
Special Revenue Funds			
Revenues	11,250,519	1,671,441	14.86%
Expenditures	11,397,708	730,334	6.41%
<i>Net Position</i>	<i>(147,189)</i>	<i>941,107</i>	
Capital Project Funds			
Revenues	21,143,237	9,294,710	43.96%
Expenditures	22,935,109	10,041,507	43.78%
<i>Net Position</i>	<i>(1,791,872)</i>	<i>(746,797)</i>	
Materials Diversion Fund			
Revenues	27,422,809	4,512,830	16.46%
Expenditures	29,321,744	1,848,336	6.30%
<i>Net Position</i>	<i>(1,898,935)</i>	<i>2,664,494</i>	
Water Enterprise Fund			
Revenues	30,654,500	1,921,480	6.27%
Expenditures	29,813,465	1,804,029	6.05%
<i>Net Position</i>	<i>841,035</i>	<i>117,452</i>	
Internal Service Funds			
Revenues	12,119,953	1,959,543	16.17%
Expenditures	11,397,299	1,763,462	15.47%
<i>Net Position</i>	<i>722,654</i>	<i>196,081</i>	
Successor Agency Trust Fund			
Revenues	5,109,645	349,139	6.83%
Expenditures	5,324,034	2,711,844	50.94%
<i>Net Position</i>	<i>(214,389)</i>	<i>(2,362,704)</i>	
Housing Authority Fund			
Revenues	13,225,574	2,231,607	16.87%
Expenditures	13,321,270	2,067,726	15.52%
<i>Net Position</i>	<i>(95,696)</i>	<i>163,880</i>	
ALL FUNDS			
Revenues	205,454,852	25,010,496	12.17%
Expenditures	208,656,185	30,207,794	14.48%
<i>Net Position</i>	<i>(3,201,333)</i>	<i>(5,197,298)</i>	

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

ADMIN CALENDAR
AGENDA ITEM 11.A.
Date: October 04, 2016

To: Honorable Mayor and Members of City Council

From: Dorothy Roberts, City Clerk

Prepared by: Tiffany Carranza, Office Assistant II

Subject: Appointments to the Senior Advisory Commission

ISSUE STATEMENT:

Approve the recommendation from the City Nomination Committee and Appoint incumbent JoAnn Busenbark and new members Beverly Saxon Leonard, Steve Rodriguez, Linda Leonard and Margaret Klick to the Senior Advisory Commission.

DISCUSSION:

COMPOSITION AND PURPOSE OF THE COMMISSION

The Senior Advisory Commission is governed by Chapter 2.76 of the City of Napa Municipal code and is advisory to the City Council and the Parks and Recreation Services Director on matters regarding services, facility use, and recreational activities at the Napa Senior Center and establishes short and long term goals for senior programs.

The Commission consists of seven members appointed by the City Council. Five members must be representatives of the Napa senior community at-large; two must be representatives from area senior services agencies.

NUMBER AND TIMING OF VACANCIES INCLUDING SPECIAL QUALIFICATIONS

There are five seats to be filled: four by virtue of term expirations (effective September 30, 2016) and one due to an unexpired term vacancy caused by the resignation of Darcy Jezycki.

Council action must also include the designation of two "Senior Agency Representatives".

RECRUITMENT PROCESS

The City Clerk accepted applications for the Commission from July 28, 2016 through August 26, 2016. Recruitment announcements were published on the City's website, posted at City facilities, forwarded to the Napa County Library, Napa Valley College,

Napa Chamber of Commerce, Napa Valley Unified School District, the County of Napa, Napa County Hispanic Chamber of Commerce, and various non-profit agencies.

APPLICATIONS RECEIVED:

Six applications were received: Beverly Saxon Leonard, Steve Rodriguez, Dale Parker, Linda Leonard, Margaret Klick and JoAnn Busenbark (incumbent).

OUTGOING MEMBERS:

Dale Parker: Submitted an application to reapply but withdrew on September 13, 2016.

John Torp: Did not reply.

Howell Broxton: Designated "Senior Agency Representative," did not reapply.

Darcey Jezycki: Provided notice in August of her resignation from the Commission prior to the end of her term due to the fact she was moving from the area. Ms. Jezycki's term ends September 30, 2017; she was also the second designated "Senior Agency Representative".

With regard to the appointment to fill the unexpired term of Ms. Jezycki, Council has the authority to either:

- a) Appoint a Commission member for the unexpired remaining term; or
- b) Appoint a Commission member for the unexpired remaining term plus an additional two years.

NOMINATION COMMITTEE RECOMMENDATIONS:

At the September 13, 2016 Nomination Committee Meeting, Councilmembers Mott and Inman, serving as the Council-appointed Nomination Committee, interviewed applicants with the exception of Mr. Rodriguez who was not able to appear.

The Committee recommends the appointment of incumbent JoAnn Busenbark and new applicant Beverly Saxon Leonard, Steve Rodriguez, Linda Leonard and Margaret Klick; with JoAnn Busenbark and Margaret Klick serving as the designated "Senior Agency Representatives."

The Committee recommends that Council appoints one individual to fill the unexpired remaining term plus an additional full term ending September 30, 2019.

Pursuant to Section 4.7.2 of Policy Resolution 10, the City Council may either approve the nominations from the Committee as submitted, or take further action to evaluate the applicants in accordance with Sections 4.5 of Policy Resolution 10.

FINANCIAL IMPACTS:

None

CEQA:

The City Clerk has determined that the recommended action described in this agenda report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1 – Senior Advisory Commission applications (five openings):
 1. Beverly Saxon Leonard
 2. Steve Rodriguez
 3. Linda Leonard
 4. Margaret Klick
 5. JoAnn Busenbark (incumbent)

NOTIFICATION:

Applicants

RECOMMENDED ACTION:

Staff recommends that the City Council move, second and approve each of the actions set forth below, in the form of the following motion. Move to:

Appoint to the Senior Advisory Commission: incumbent JoAnn Busenbark and new member Margaret Klick to serve as “Senior Agency Representatives,” and new members Beverly Saxon Leonard, Steve Rodriguez, and Linda Leonard to serve as representatives of the senior community at large, and assign terms as follows:

- a) Four individuals for terms beginning October 1, 2016 and ending September 30, 2018, and;
- b) One individual to fill the unexpired remaining term plus an additional full term ending September 30, 2019.

Profile

Beverly

First Name

Saxon Leonard

Middle Initial

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

50
years

Length of Residence in the City of Napa:

50
years

Length of Residence in the County of Napa:

Registered to vote in the City of Napa?

☒ Yes ☐ No

Self

Employer

Attorney

Job Title

Interests & Experiences

Which Boards would you like to apply for?

Senior Advisory Commission

Question applies to Senior Advisory Commission.

5 of 7 Members must be part of the Senior Community. Are you part of the Senior Community?

☒ Yes ☐ No

Question applies to Senior Advisory Commission.

2 of 7 Members MUST be Senior Service Agency representatives. Are you applying as a Senior Service Agency representative?

☐ Yes ☒ No

Upload a Resume

Community Service Experience:

Please see attached Resume. Former member Napa City Planning Commission; former member, Commission on the Status of Women; former member Napa County Grand Jury; former member Napa County Legal Assistance; Board of Directors, Napa Valley Tennis Association; Former Director, Napa Valley Symphony;

Education:

Please see attached Resume. BA, Environmental Planning; Masters work Urban Planning; Juris Doctorate, Law; Masters of Laws courses, taxation.

Other relevant experience or expertise:

Attorney practice in senior-related issues. Served as advising attorney to several boards, e.g., Napa Emergency Women's Services, Napa River Reclamation District; associate attorney for Napa Sanitation District; served several terms on Napa City Planning Commission. Familiar with governmental requirements, Brown Act, code interpretation.

Additional Questions

What is your understanding of the role and responsibility of this board?

Advisor to Napa City Council re senior needs/programs/facilities in City of Napa.

No

Have you ever attended a meeting of this board? If so,
how many?

What duties of this board are most interesting to you?

Development of goals and recommending policies and programs to Council.

What activities of this board are least interesting to you?

None known.

What programs or projects would you like to see improved or implemented?

Major area of interest is to ensure availability of programs/ facilities to low income seniors. .

How would you approach improving these project(s) or program(s)?

Coordinate with other senior serving groups/agencies.

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

No

Please list two local references and their phone numbers:

[REDACTED]

How did you learn of this vacancy?

☒ Internet

Beverly Saxon Leonard



EDUCATION:

B.A., Environmental Planning, California State University, Sonoma
 Graduate Studies in Public Administration/Environmental Planning
 California State University, San Francisco
 Juris Doctorate, Golden Gate University School of Law
 Masters of Law Courses, Taxation, Golden Gate Univ. School of Law

PROFESSIONAL EXPERIENCE:

The Saxon Leonard Law Firm, Napa (1994 to present)

Solo Practitioner offering services in Litigation, Land Use, Employment Law, Family Law, Wills/Trusts, Criminal Matters. Attorney for Napa River Reclamation District, 2004-2007. Attorney for Napa Emergency Women's Services, 1998 - present.

Attorney, Coombs & Dunlap, Napa (1990-1993).

Litigation Associate. Public Agency Law, Civil and Business Litigation. Family Law.

Environmental Planner, California Coastal Commission, (1986-1990)

Planning and regulatory issues. Expertise in the California Coastal Act, California Environmental Quality Act, Forestry Regulations. Negotiation, coordination, mediation of sensitive planning issues with the public, governmental agencies, and consultants. Public presentations.

Environmental Planner, Santa Clara County Planning Department, (1984-1986)

Research, analysis of technical data to conduct environmental review of proposed development projects. Preparation of technical reports. Presentations to governmental bodies. Technical expertise in agricultural lands/open space preservation, including hillside preservation. Review and drafting of legislation, ordinances, and regulations.

Page Two
Resume

OTHER
 RELEVANT
 EXPERIENCE:

Law Review Editor, Ninth Circuit Survey. Managed staff of twenty to publish Volume 20, Issue One.

Law Review Staff Writer. Ninth Circuit Survey. Published article analyzing Mono Lake litigation.

Napa City Planning Commission. Member 1985, 1992 through 1995. Chairman, 1995.

Napa Legal Assistance. President, Board of Directors, 1995-1996. Board Member, 1993-1995.

Napa County Commission on the Status of Women. Former Member.

Napa County Grand Jury. Member, 2006 term; Assistant Foreperson, 2006-2007 term.

Family Services of the North Bay. Former Member, Board of Directors.

Napa Valley Symphony, Board Member.

Napa Valley Tennis Association. Board Member 2010 to present.

Leadership Napa Valley, Class VI. Hands Across the Valley Joint Creator/Coordinator of the most successful project developed by Leadership Napa Valley, raising over \$2 million dollars for the community since 1993.

Instructor, Napa Valley College, Sonoma State University Paralegal Programs, 1992 - 2007. Legal Research, Legal Writing, Torts, Family Law, Introduction to Law, Civil Procedure.

Instructor, Moot Court, 2002 - 2004.

Certified Chaplain. Trained in the art of listening/counseling.

Collaborative Law/Mediation.

Silver Sensations, 1998 - 2013. Co-owner, retail jewelry store, Napa.

Profile

steve

First Name

c

Middle Initial

rodriguez

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

60
years

Length of Residence in the City of Napa:

60
years

Length of Residence in the County of Napa:

Registered to vote in the City of Napa?

☒ Yes ☐ No

retired,dod,goverment,napa
schools

Employer

electronics,campus supervisor

Job Title

Interests & Experiences

Which Boards would you like to apply for?

Senior Advisory Commission

Question applies to Senior Advisory Commission.

5 of 7 Members must be part of the Senior Community. Are you part of the Senior Community?

☐ Yes ☒ No

Question applies to Senior Advisory Commission.

2 of 7 Members MUST be Senior Service Agency representatives. Are you applying as a Senior Service Agency representative?

☐ Yes ☒ No

Upload a Resume

Community Service Experience:

veterans home,2005-present volunteer services. kaiser permanente,2012-present.volunteer services.alda,bayberry,napa 1977-1999. dicability care supervision. napa parks/recreation 1983-2010, coaching

Education:

napa high,general ed.graduation,1966.mare island naval shipyard electronics,1977,aa degree .solano community college environment,1997,certificates

Other relevant experience or expertise:

10 years, special olympics,coaching,2,years drug/alcohol counselor,seniors,youths,our family napa,ca

Additional Questions

What is your understanding of the role and responsibility of this board?

the senior board makes recommendations to the city council regarding services for napa seniors

yes,4 times.

Have you ever attended a meeting of this board? If so,
how many?

What duties of this board are most interesting to you?

provided services,programs for napa seniors.

What activities of this board are least interesting to you?

none,all are for the good of napa seniors

What programs or projects would you like to see improved or implemented?

senior recreation services.

How would you approach improving these project(s) or program(s)?

develop a good working relationship with all napa senior services groups.

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

no.

Please list two local references and their phone numbers:

[REDACTED]

How did you learn of this vacancy?

☒ Newspaper

☒ Internet

Profile

Linda

First Name

J.

Middle Initial

Leonard

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

29
years

Length of Residence in the City of Napa:

29
years

Length of Residence in the County of Napa:

Registered to vote in the City of Napa?

☒ Yes ☐ No

Retired

Employer

Wine Hospitality

Job Title

Interests & Experiences

Which Boards would you like to apply for?

Senior Advisory Commission

Question applies to Senior Advisory Commission.

5 of 7 Members must be part of the Senior Community. Are you part of the Senior Community?

☒ Yes ☐ No

Question applies to Senior Advisory Commission.

2 of 7 Members MUST be Senior Service Agency representatives. Are you applying as a Senior Service Agency representative?

☐ Yes ☒ No

Upload a Resume

Community Service Experience:

Community Projects, Inc. - 27 yrs, -Various Board positions including President 2008/2009 - currently Projects Committee Chair &, Investment Committee Chair; Friends of the Napa Library volunteer - 2014 to present Vintners Association Wine Auction - 10 years Board of Directors Hidden Valley HOA, currently Treasurer Napa County Grand Jury, 2013/14 - Secretary Napa City Academy, 2014 Sheriff's Academy, currently attending

Education:

Berkeley High - 1959 West Valley College - 1973 AA Liberal Arts San Jose City College - Certificate of Completion Human Services - 1981

Other relevant experience or expertise:

I was my husband's caregiver for the many years he lived with his body's ruination from Parkinson's Disease; he is now deceased; I have bounced back from the affects of aging (i.e. knee replacement) and other diminutions of my aging body; I use the Senior Center regularly playing bocce on one of the Center's teams; I perform equally well as a team leader or team player, and possess a healthy sense of humor..

Additional Questions

What is your understanding of the role and responsibility of this board?

I believe the Senior Advisory Council serves the public in an advisory and advocacy capacity, guaranteeing that the voices of all senior citizens are heard, and services are tailored to meet their needs.

-0-

Have you ever attended a meeting of this board? If so, how many?

What duties of this board are most interesting to you?

As the Senior Center undergoes a physical transformation, I would like to be a part of the planning process.

What activities of this board are least interesting to you?

i don't approach a project with a list of things I do not want to do. I am very flexible and work collaboratively with everyone.

What programs or projects would you like to see improved or implemented?

I have not used, first-hand, the Meals on Wheels or senior nutrition program, but would like to know more about how it works. When a new County jail is built, it would seem that provisions could be made for the meals program to be provided by jail trustees, as a part of their training/education options. I have experienced the Van-Go of the Napa Transportation Agency, and found it to be reliable and a valuable tool in transporting my husband, AFTER jumping through a number of hoops in a lengthy process to be approved to use. I'm tenacious and I found the process daunting. One would hope that in collaboration with the Senior Advisory Council, the process could be updated and streamlined. (I make this remark not knowing what funding is implicated in doing so.)

How would you approach improving these project(s) or program(s)?

I would find out how the project was conceived and why improvements are needed before I made any suggestions to the project.

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

No

Please list two local references and their phone numbers:



How did you learn of this vacancy?

☒ Internet

☒ Other

Profile

Margaret

First Name

H

Middle Initial

Klick

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

38
years

Length of Residence in the City of Napa:

38
years

Length of Residence in the County of Napa:

Registered to vote in the City of Napa?

☒ Yes ☐ No

Community Action of Napa
Valley

Employer

Quit Smoking Program Manager,
Part time

Job Title

Interests & Experiences

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☐ Yes ☒ No

Upload a Resume

Community Service Experience:

Napa Valley Nonprofit Coalition: Board member: August 2016-2018; Co Chair: Health and Wellness Committee 2010-present; Board President 2008-2010; Live Healthy Napa County: Steering Committee and Partner Member: 2014 to present Friends of the Library: Volunteer: 2013-present Earth Day: Volunteer 2010-present Hands Across the Valley Volunteer 2012-present

Education:

Leadership Academy, Sonoma County Office of Education: School Administration Crededential, 1998
Sonoma State University: Secondary Teaching Credential, 1982 Wittenberg University, BA., English, 1971

Other relevant experience or expertise:

I have worked in the nonprofit sector in Napa for 25 years and have developed networking partnerships with social service and educational organizations that serve seniors. I am serving a second term on the Board of the Napa Valley Nonprofit Coalition and also served as Board President. My own career as an administrator focused on problem solving and step by step planning to achieve goals within a team context. I am a member of Live Healthy Napa County and have reviewed the Health Improvement Plan for seniors. I have written successful county and state funded grants. I was widowed at age 54 and know the direct impact life changes can have during the senior years as well as the personal discovery these years can offer.

Additional Questions

What is your understanding of the role and responsibility of this board?

My understanding is that the commission reviews information relevant to seniors in regard to services, facilities and activities and makes recommendations to the City Council. I also understand that the commission develops both short and long term goals.

No. I have read about it in Betty Rhodes' column.

Have you ever attended a meeting of this board? If so, how many?

What duties of this board are most interesting to you?

Developing innovative ideas for activities and events that develop a sense of discovery and learning for seniors. I am interested in learning what is already planned and what services are needed. I am interested in the planning and development of effective ways to offer services and opportunities. Helping to develop the vision of the Senior Center is very interesting to me.

What activities of this board are least interesting to you?

Basic facility maintenance (important, however)

What programs or projects would you like to see improved or implemented?

I would like to see the Senior Center transition into more of a community "hub" for events, classes, artistic opportunities, gardening workshops and senior information exchanges. Perhaps it could be a "one stop shop" for seniors who need information on housing, transportation, upcoming activities and volunteer opportunities. I would like to see some type of senior exchange where Napa residents could contact seniors with particular skills and interests and hire them at reasonable rates.

How would you approach improving these project(s) or program(s)?

I would first do some homework about what projects the commission has implemented or plans to implement. I would want to research what has worked in Napa and what has not worked. I would research what surrounding counties are doing. For example, I would contact the Vintage House in Sonoma and learn from their experiences. I would want to find out how the commission might help reduce the barriers seniors experience in daily life. I would talk to the directors of senior programs and determine how the commission might partner with their efforts. I would focus on how the commission could showcase the accomplishments and skills of seniors and be a venue to assist them in continuing to contribute. I would want to other commissioners and seniors about a community "hub" idea for the Senior Center and get their feedback. I would want to network and partner with as many people and resources as possible to gain a sense of momentum and enthusiasm.

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

No

Please list two local references and their phone numbers:



How did you learn of this vacancy?

☒ Internet

Margaret Klick (Peggy)



QUALIFICATIONS:

*Ability to ascertain and analyze organization needs, goals and objectives and strategize progressive outcomes

*Enhanced organizational skills, independent management capabilities and proven, refined judgment

*Excellent writing and editing skills that include grant/proposal writing, development of procedure manuals, curriculum materials, newsletters and articles for the press

*Extensive experience with Napa Valley Nonprofit agencies in collaboration, designing networking services and building cooperative rapport

*Expertise in fiscal operations; program budget administration, monitoring expenditures to match and support organizational values; trust administration

EXPERIENCE:

March, 2015 to present

Community Action of Napa
Valley

PROGRAM MANAGER, Part time

Quit Smoking Program

Supervise and oversee guidelines for the Quit Smoking Program grant. Ensure program quality. Develop and deliver quit smoking educational trainings. Oversee the Concierge Referral Service at St. Joseph Queen of the Valley Medical Center and coordinate with Community Outreach. Offer consultation

services as needed.

April, 2003 – March, 2015

Community Action of Napa
Valley

PROGRAM DIRECTOR

Tobacco
Education & Quit Smoking Program

Perform all administrative and fiscal duties related to the Tobacco Education and Quit Smoking Program.

Responsible for planning, coordinating, supervising and implementing all aspects of the program, including fiscal/budget responsibility. Design and write grants. Ensure program quality and effectiveness

of both the Tobacco Education and Quit Smoking Program. Monitor program goals and objectives and oversee daily operations. Represent the program at meetings and community events and provide training and consultation to community based organizations. Conduct outreach and training activities and comply with all objectives and activities as outlined in the State Scope of Work. Collaborate with Program Evaluator in the development of evaluation reports. Act as a liaison between the program and the California State Department of Health Services Tobacco Control Section. Prepare six month, yearly and three year Progress Reports as required by the California State Department of Health Services Tobacco Control Section. Supervise Bilingual Health Educator, Quit Smoking Coordinator and Facilitators.

June, 1998 – February, 2003

Unity High
School, Our Family Corporation

HIGH SCHOOL ADMINISTRATOR

Napa, Ca.

Responsible for the operation and supervision of a Special Education high school in a Non Public School setting at residential substance abuse facility. Supervise Special Education teachers, School Psychologist and Instructional Assistants and build cooperative team work style. Work closely with School Psychologist on qualifying appropriate students for Special Education services and attend all Individual Education Plan meetings. Coordinate interactive curriculum through the development of a life skills curriculum, vocational services and computer science program. Responsible for annual State certification, compliance and fiscal considerations and on site reviews, which received State commendation. Development of day school program for Napa adolescents with dependency problems. Member of Corporation Management Team. Liaison with community agencies and Napa County Office of Education.

September, 1992 - June, 1998

Unity High School, Our Family Corporation

ASSISTANT HIGH SCHOOL ADMINISTRATOR:

Design all school systems and written procedures for new Non Public High School. Develop innovative

Klick – Resume'

Page 2

and practical written curriculum materials and train instructional staff. Facilitate meetings. Design and coordinate work experience program with school, residential program and outside agencies. Coordinate summer Workability program with teachers and the Napa Valley Unified School District. Responsible for state certification package, compliance and on site reviews. Assist School Administrator in all operations, including staffing needs, fiscal considerations and staff supervision.

1990 - 1992:

Our Family Corporation

EXECUTIVE DIRECTOR'S ADMINISTRATIVE ASSISTANT/OFFICE SUPERVISOR:

Assist Executive Director in all administrative needs. Responsible for writing and editing grants and program materials. Coordinate all computer and clerical functions for Administrative Services and supervise clerical staff.

1988 - 1990:

Napa County Museum
St. Helena, Ca.

BUSINESS ADMINISTRATOR:

Design office systems and procedures for newly developed position. Compose public relations materials and coordinate membership campaign. Editor of museum newsletter and designated writer for fund raising events. Responsible for all accounting functions.

COMPUTER SKILLS: Windows Vista, Microsoft Office System (Word, Excel)

EDUCATION:

Graduate - California School Leadership Academy, Sonoma County Office of Education (1996 - 1998)

Secondary Teaching Credential - English, Sonoma State University, 1982

B.A.- English Major, Wittenberg University, Springfield, Ohio, 1971
Scholarship Recipient for European Study, 1969 – 1970

PROFESSIONAL MEMBERSHIP:

Board of Directors, Napa Valley Nonprofit Coalition
National Writers Association – Editing Services
Friends of the Library - Volunteer

References Furnished on Request

Profile

JoAnn

First Name

Busenbark

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

45
years

Length of Residence in the City of Napa:

52
years

Length of Residence in the County of Napa:

Registered to vote in the City of Napa?

☒ Yes ☐ No

Retired

Employer

Job Title

Interests & Experiences

Which Boards would you like to apply for?

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2 of 7 Members MUST be Senior Service Agency representatives. Are you applying as a Senior Service Agency representative?

☐ Yes ☒ No

Upload a Resume

Community Service Experience:

Resume attached

Education:

Resume attached

Other relevant experience or expertise:

Resume attached

Additional Questions

What is your understanding of the role and responsibility of this board?

Advise staff from a senior perspective on programs and concerns of participants

yes - currently a member of the board

Have you ever attended a meeting of this board? If so, how many?

What duties of this board are most interesting to you?

Supporting seniors and advocating for services requested or needed. Follow staff direction in encouraging participants. Seek to draw more participants to the center, working with goals and objectives. Help connect seniors and services organizations to further "aging in place" concepts

What activities of this board are least interesting to you?

none

What programs or projects would you like to see improved or implemented?

Senior Center becoming a "one stop shop" for needed and wanted information on programs and organizations providing information and assistance.

How would you approach improving these project(s) or program(s)?

Follow staff's directions on how best to provide encouragement and information. Seek out seniors who would benefit or be interested in attending activities at the Center

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

No

Please list two local references and their phone numbers:

[REDACTED]

How did you learn of this vacancy?

☒ Other

RESUME

JoAnn Busenbark

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EDUCATION:

B.S. Oregon State University - 1960
Education

M.S. University of Arizona - 1970
Education/ Counseling

EXPERIENCE: Education related

Philomath, Oregon HS District - 1960-62
Champlain, New York, HS District - 62-63
Eugene, Oregon HS District - 63-64
Hillcrest School for Girls Salem, Oregon - 64-67
Napa Unified School District - 67-68

Napa Valley College - 1970-2003
Associate Dean of Special Services
(administrator for disabled programs and services)
Retired Dec. 2003

Additional Administrative duties and responsibilities at NVC while serving as
administrator for disabled student programs

- 1) Asst. to the Dean of Instruction – 2 years
- 2) Dean of Admissions and Records – 2 years
- 3) Established and directed Health Services 5 years
- 4) District negotiation team – 2 years

Interim Director of DSP&S - fall semester 2005
Rio Hondo Community College, Whittier, California

Interim Ass.t Dean of DSPS – fall semester 2007

College of the Siskiyous Weed, Calif.

Interim Assoc. Dean of DSPS – fall 2008, spring 2009
Monterey Peninsula College Monterey, Calif

Inter Director DSPS – fall 2010
Golden West College, Huntington Beach, Calif.

Community Experience:

Elected member of Board of Trustees for Napa Valley College - 2004-08
Reelected 2008-2012, 2012-2016

City of Napa Planning Commission - 1983-92

Elected Napa City Councilmember – 1994-2004

Present 2016
Napa County PCC under NCTA\
Area Agency on Aging – Napa/Solano College
Napa County Commisision on Aging