



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

August 18, 2015

3:30 PM Afternoon Session
6:30 PM Evening Session

City Hall Council Chambers
955 School Street

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 five 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 10 minutes to present testimony at the beginning of the public hearing, and if needed, 5 minutes to present rebuttal at the end of the public hearing. All other speakers will be limited to 5 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).

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

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

1. CALL TO ORDER:

1.A. Roll Call

2. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

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

[Click here to view informational material received during and after the meeting.](#)

3. SPECIAL PRESENTATIONS:

3.A. Proclamation "Napa Master Gardeners 20th Anniversary"

Proclamation recognizing the 20th Anniversary for the University of California Master Gardeners of Napa County.

4. PUBLIC COMMENT:

5. CONSENT CALENDAR:

5.A. Approval of City Council Meeting Minutes

Approve the July 21, 2015 Regular City Council Meeting Minutes.

5.B. Second Reading and Final Adoption Amending Napa Municipal Code Chapter 2.91 Contracting Ordinance.

Second reading and final adoption of an Ordinance amending Napa Municipal Code Chapter 2.91 to authorize design-build as a method of delivery for project construction.

5.C. Gann Appropriation Limits for Fiscal Year 2015-16

Adopt a resolution establishing the Gann appropriations limit for Fiscal Year 2015-16.

5.D. Award of Construction Contract for Drainage Improvements Project - Stonecrest Dr., Casswall St., and Linda Mesa Way

Adopt a resolution authorizing the Public Works Director to award and execute a construction contract to Coastside Concrete for the Drainage Improvements Project – Stonecrest Dr., Casswall St., and Linda Mesa Way (Project), authorizing a reallocation of budget appropriations, authorizing an additional budget appropriation, and determine that the Project is exempt from CEQA.

5.E. PG&E Electric Vehicle Truck Donation Acceptance and In-Kind Contribution Agreement

Adopt a resolution accepting an in-kind donation from Pacific Gas & Electric Company (PG&E) of a modified 2015 GMC 3500HD plug-in hybrid pick-up truck developed by Efficient Drivetrains, Inc. and authorizing the Fire Chief to execute an In-Kind Contribution Agreement.

5.F. Napa City Firefighters' Association Memorandum of Understanding

Adopt the Memorandum of Understanding between the City of Napa and the Napa City Firefighters' Association (NCFA).

5.G. Napa Chief Fire Officers Memorandum of Understanding

Approve Amendment No. 1 to the Napa Chief Fire Officers (NCFO) Memorandum of Understanding approving revisions to Health Reimbursement Arrangement (HRA) benefits, consistent with those agreed to by Napa City Firefighters Association (NCFA), and authorize the Assistant City Manager to execute the Amendment.

5.H. Scheduled Replacements for six (6) Police Patrol Vehicles

Authorize the Public Works Director to approve the contract with Jimmy Vasser Chevrolet for six Police patrol vehicles and determine that the recommended action is not subject to CEQA.

6. ADMINISTRATIVE REPORTS:

6.A. Marin Clean Energy

Receive a presentation regarding potential participation of the City of Napa in the Marin Clean Energy program and provide direction to staff regarding submitting a non-binding letter of interest.

6.B. Former Parks and Recreation Building

Request Council direction regarding proposed relocation or demolition of the former Parks and Recreation building located at 1100 West Street.

7. COMMENTS BY COUNCIL OR CITY MANAGER:

8. CLOSED SESSION:

8.A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED

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

5:00 P.M. to 6:30 P.M. CITY COUNCIL RECESS

6:30 P.M. CITY COUNCIL MEETING: EVENING SESSION

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

9. CALL TO ORDER:

9.A. Roll Call

10. PLEDGE OF ALLEGIANCE:

11. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

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

[Click here to view informational material received during and after the meeting.](#)

12. **REPORT ACTION TAKEN IN CLOSED SESSION:**

13. **PUBLIC COMMENT:**

14. **ADMINISTRATIVE REPORTS:**

14.A. **Report on Watersheds and Local Municipal Water Supply Reservoirs**

Receive a Report on Watersheds of City of Napa Local Municipal Water Supply Reservoirs

14.B. **Review Draft Request for Qualifications for the City Buildings Consolidation Project and Approve Issuance**

Review the draft Request for Qualifications (RFQ) for the City Buildings Consolidation Project, provide input and direction to staff for incorporation into the final RFQ document, and approve the issuance of RFQ.

15. **COMMENTS BY COUNCIL OR CITY MANAGER:**

16. **ADJOURNMENT:**

The next regularly scheduled meeting of the City of Napa City Council is September 1, 2015.

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 THURSDAY, AUGUST 13, 2015 BY 5:00 P.M.

/s/ Lisa Blackmon, Deputy 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.

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

SPECIAL PRESENTATIONS
AGENDA ITEM 3.A.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Dorothy Roberts, City Clerk

Prepared by: Carlyce Banayat, Imaging Clerk

Subject: Proclamation "Napa Master Gardeners 20th Anniversary"

ISSUE STATEMENT:

Proclamation recognizing the 20th Anniversary for the University of California Master Gardeners of Napa County.

DISCUSSION:

This proclamation was requested by Priscilla Rodrigues, UC Cooperative Extension, Napa County. Yvonne Rasmussen, Master Gardener Volunteer Program Coordinator, David Lewis, Director, UC Cooperative Extension, Napa County, and David Layland, President, UC Master Gardener of Napa County Program will be present to accept the proclamation.

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 - Proclamation
2. Attachment 2 - PowerPoint Presentation

NOTIFICATION:

None

RECOMMENDED ACTION:

No motion required

CITY OF NAPA PROCLAMATION

Napa Master Gardeners 20th Anniversary

WHEREAS, The University of California Master Gardeners of Napa County program is a volunteer organization and a part of the University of California Cooperative Extension, providing research-based scientific information to Napa home gardeners; and

WHEREAS, the UC Master Gardeners of Napa County Program started in 1995 through the efforts of Dean Donaldson, UCCE Environmental Horticulture Advisory and County Director, and has trained 385 residents as volunteers with 145 currently active certified Master Gardeners who donated an average of 90 hours per year and have reached 98,000 participants over the life of the program; and


WHEREAS, Master Gardeners Volunteers answer gardening questions, diagnose plant problems and provide horticultural information to the Napa community at a help desk, mobile help desk, farmers markets and through workshops for local citizens and community groups; and

WHEREAS, Master Gardeners Volunteers partner with the City of Napa and local organizations to offer events and programs such as home composting and water-wise workshops, a demonstration garden at Connolly Ranch Education Center, providing school garden resources and assistance to Moving Forward Towards Independence, garden tours and tomato education day to raise community awareness and educate the gardening public.

NOW, THEREFORE, BE IT RESOLVED that I, Jill Techel, Mayor of the City of Napa, along with the Napa City Council, do hereby recognize the **UC Master Gardeners of Napa County** for their outstanding educational efforts serving the citizens of Napa for the past 20 years.

Dated: August 18, 2015

JILL TECHEL, MAYOR
CITY OF NAPA





UC Master Gardeners
of Napa County

twenty 20 years


**Celebrating, 20 years of educating
home gardeners in Napa County**

**Helping grow successful
gardens, gardeners and communities.**




UC Master Gardeners
of Napa County



twenty 20 years



**“What excites me is to see a group
of people in a room learning”**




**Dean Donaldson
Founding Director
1995**





Mission and Purpose


provide educational programs
Napa County residents
outreach programs
research-based knowledge and information.



Meeting Needs of Napa County

Hot Topics:


- Local Food Production
- Drought and Water-wise Planting
- Sustainable/Habitat Gardening



UC Master Gardeners
of Napa County
Twenty 20 years

Local Food Production

NAPA COUNTY
CALIFORNIA




100 University of California
Agriculture and Natural Resources

UC Master Gardeners
of Napa County
Twenty 20 years

Dealing with Drought

NAPA COUNTY
CALIFORNIA



100 University of California
Agriculture and Natural Resources



UC Master Gardeners
of Napa County
twenty 20 years

Habitat/Sustainable Gardens








University of California
Agriculture and Natural Resources



UC Master Gardeners
of Napa County
twenty 20 years

Partnering







University of California
Agriculture and Natural Resources





Future Plans





Increasing our outreach to diverse groups, providing resources and educational events and working with community partner to enhance our outreach






Dean Donaldson Endowment Fund



Donations

More information on giving is available at <http://ucanr.edu/donatedonaldson>. Send gifts to David Lewis, Director, 1710 Soscol Ave., Suite # 4, Napa, CA 94559.

Dean Donaldson
Farm Advisor and County Director
University of California
Cooperative Extension - Napa County
1969 to 2001

Questions

David Lewis at (707) 253-4221 or djllewis@ucanr.edu



CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 5.A.
Date: August 18, 2015

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

ISSUE STATEMENT:

Approve the July 21, 2015 Regular City Council Meeting Minutes.

DISCUSSION:

Approve the July 21, 2015 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, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1 - July 21, 2015 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 July 21, 2015 Regular City Council Meeting Minutes.

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

July 21, 2015

**3:30 PM Afternoon Session
6:30 PM Evening Session**

City Hall Council Chambers
955 School Street

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

1. CALL TO ORDER:

1.A Roll Call

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

ABSENT: None

2. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

City Clerk Roberts reported one supplemental communication for the Afternoon Session: an email from Mr. Jarvis Peay filed under Public Comment.

3. SPECIAL PRESENTATIONS:

3.A Commissioner Appreciation for John Salmon

Mayor Techel presented a Certificate of Appreciation to outgoing Civil Service Commissioner John Salmon.

4. PUBLIC COMMENT:

Julio Soriano, representing Latinos Unidos, expressed concern regarding the environmental impacts of the proposed Walt Ranch project.

James Hinton, resident, spoke in support of medical marijuana dispensaries and a proposed Congressional Resolution, HR 1599, entitled the "Safe and Accurate Food Labeling Act of 2015".

Jim Wilson, Monticello Rd., expressed concern about the proposed Walt Ranch project and adverse effects on the Milliken Reservoir.

Gordon Evans, Atlas Peak Rd., expressed concern for the future water quality and suggested the City and County discuss the impacts of the proposed Walt Ranch project.

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Elena Boerner, manager of low income senior housing community on Jefferson Street, expressed concern regarding the vacant Safeway on Jefferson Street, which has remained vacant since the building sustained earthquake damage in August of 2014.

5. CONSENT CALENDAR:

Moved, seconded (Inman / Sedgley) to approve the Consent Calendar with Items B, N, P and Q pulled for discussion.

Motion carried:

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

NOES: None

ABSENT: None

5.A Approval of City Council Meeting Minutes

Approved the May 12, 2015 and June 11, 2015 Special and the June 16, 2015 Regular City Council Meeting Minutes.

5.B Second Reading and Final Adoption Amending Zoning Ordinance Section 17.52.540, Wineries

Pulled by Vice Mayor Sedgley.

Vice Mayor Sedgley reiterated concerns regarding the proposed ordinance as previously stated during the June 16th introduction and first reading of the ordinance and suggested amending the zoning to include all zoning areas in the City.

Discussion ensued; there was no support for Vice Mayor Sedgley' s suggestion.

Moved, seconded (Mott / Inman) to adopt the second reading and final adoption of an Ordinance O2015-7 amending Section 17.52.540 of the Napa Municipal Code relating to Winery Grape Sourcing Requirements (PL 14-0176).

Motion carried:

AYES: Inman, Mott, Luros, Mayor Techel

NOES: Sedgley

ABSENT: None

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- 5.C Appointments to the Public Art Steering Committee**
 Approved the City Manager's recommendation for reappointment of incumbents Nancy Brennan and Loren Rehbock and appointment of Tom Walker to the Public Art Steering Committee.
- 5.D Report on Actions Taken Regarding Properties in Foreclosure**
 Accepted and filed the report on actions taken regarding properties in foreclosure having a City loan and/or option to purchase interest.
- 5.E Aggregate Material Purchases for Fiscal Years 2015-16 and 2016-17**
 Authorized the Public Works Director, or his designee, to issue purchase orders to Syar Industries for Fiscal Year 2015-16 and 2016-17 in an amount not to exceed \$2,300,000 per Fiscal Year for a total amount not to exceed \$4,600,000 for aggregate material purchases.
- 5.F Amend the Classification Specification for the Class of Permit Technician**
 Adopted Resolution R2015-87 amending the classification specification for the class of Permit Technician.
- 5.G Adopt the Classification Specification and Salary Range for the Class of Assistant Human Resources Director**
 Adopted Resolution R2015-88 approving the classification specification and salary range for the class of Assistant Human Resources Director.
- 5.H 2015 Byrne Justice Assistance Grant (JAG-Recovery Grant) Application and Authorization for Budget Appropriation**
 Adopted Resolution R2015-101 authoring the Police Chief to approve the application and the accept the 2015 Byrne Justice Assistance Recovery Grant in the amount of \$17,123 and authorize appropriation of funds to the Napa Police Department budget.
- 5.I Approve a one year contract amendment for Public Safety Dispatching Services between the City of Napa and the County of Napa.**
 Adopted Resolution R2015-89 authorizing the City Manager to execute a one year contract amendment for Public Safety dispatching services between the City of Napa and County of Napa.

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5.J Award of Construction Contract for the South Napa Earthquake Asphalt Repair Project

Adopted Resolution R2015-90 authorizing the Public Works Director to award and execute a construction contract to G.D. Nielson Construction, Inc. for the South Napa Earthquake Asphalt Repair Project.

5.K Dwyer Road Pump Station Reimbursement Resolution

Adopted Resolution R2015-91 to declare intention to reimburse expenditures paid prior to the issuance of obligations or the approval by the State Water Board for the Dwyer Road Pump Station.

5.L Amendment to Agreement for On-Call Engineering Services

Approved Amendment No. 2 to Agreement No. C2014 017 with Gossett Civil Engineering for on-call engineering services in the amount of \$75,0000 for a total contract amount not to exceed \$220,000 and authorize the Public Works Director to execute the amendment.

5.M Dry Creek Subdivision Final Map

Adopted Resolution R2015-92 approving the Final Map of Dry Creek Subdivision (Project No. ENG14-0021) located at 1090 Dry Creek Road, and authorize the Mayor to sign said Final Map.

5.N Approve Addendum No. 5 to Joint Agreement for Maintenance of School Fields for School and Community Use

Pulled by Councilmember Inman.

Councilmember Inman stated she had spoken with a member of the Parks and Recreation Commission who had stated specific equipment may need to be purchased to aerate the turf properly. Discussion ensued.

Moved, seconded (Inman / Mott) to approve and authorize the Mayor to execute Addendum 5 to the Master Agreement for Joint Use of City and School District Facilities (City Agreement No.6718) for the maintenance of school sports fields for school and community use.

Motion carried:

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

NOES: None

ABSENT: None

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5.O Water Meter Purchases from National Meter and Automation

Authorized the Public Works Director to execute contracts with National Meter and Automation for Fiscal Year 2015-16 and 2016-17 in the amount not to exceed \$1,706,660 (based on budget availability) to supply water meters and associated items for use in the municipal water distribution system.

5.P Grant of Access Easement affecting a portion of City property near Lake Hennessey (APN 032-520-006)

Vice Mayor Sedgley pulled Items 5P and 5Q.

Vice Mayor Sedgley suggested that since both 5P and 5Q were related to real property, they should be discussed under Closed Session.

Jeff Freitas, City of Napa Property Manager, explained the proposed transactions, explaining that they were relatively straightforward and beneficial to the city with respect to environmental concerns.

Council discussion ensued. Joy Eldridge, Water Manager, was asked to provide more information. Ms. Eldridge stated the City had worked with the property owners and verified that the recommended action was the least impactful to the watershed.

Further discussion ensued; Vice Mayor Sedgley expressed concern regarding the legal description for Item 5 Q; Councilmember Inman supported continuing Item 5Q until the legal description for could be determined.

Moved, seconded (Mott / Luros) to adopt Resolution R2015-93 authorizing a Grant of Access Easement affecting a portion of City property near Lake Hennessey (APN 032-520-006).

Motion carried:

AYES: Inman, Mott, Luros, Mayor Techel

NOES: Sedgley

ABSENT: None

5.Q Agreement for Disposal and Acquisition of Portions of Real Property near Lake Hennessey (APN 030-130-003)

Pulled by Vice Mayor Sedgley. See comments under Item 5P.

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Moved, seconded (Mott / Luros) to adopt Resolution R2015-94 approving an Agreement for Disposal and Acquisition of Portions of Real Property near Lake Hennessey (APN 030-130-003).

Motion carried:

AYES: Mott, Luros, Mayor Techel

NOES: Inman, Sedgley

ABSENT: None

6. ADMINISTRATIVE REPORTS:

6.A Status of the Downtown Napa Post Office

Rick Tooker, Community Development Director, stated the United States Postal Service had stated plans to demolish the historic Federal Post Office building on 2nd Street due to the severe damaged sustained from the August 2014 earthquake.

Councilmember Inman stated there had been strong opposition by local historical groups and the community to demolish the building. She thanked Mayor Techel for sending a letter to the Federal Preservation Officer in Washington requesting more information.

James Hinton, resident, stated the Post Office should be protected voiced concerns about the state of the Federal Post Office.

6.B Senior Advisory Commission Vacancy

Moved, seconded (Mayor Techel / Mott) to approve the appointment of JoAnn Busenbark to the Senior Advisory Commission to fill an unexpired term ending September 30, 2016.

AYES: Inman, Mott, Sedgley, Mayor Techel

NOES: None

ABSTAIN: Luros

7. CONSENT HEARINGS:

Mayor Techel announced the Consent Hearings and called for public testimony. There was none. Councilmember Mott stated he had a question concerning Item 7A.

Councilmember Mott asked Craig Smith, Executive Director of the Downton Association if there should be a reserve in the budget. Mr. Smith responded affirmatively.

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7.A Levy Taxes for 2015 in the Napa Parking & Business Improvement Area 1, Benefit Zone 2.

Adopted Resolution R2015 – 95, Levying Taxes in the Napa Parking & Business Improvement Area 1, Benefit Zone 2, for 2015.

7.B Levy Assessments for 2015 in the Oxbow Business Improvement Area.

Adopted Resolution R2015-96, levying assessments in the Oxbow Business Improvement Area for 2015.

7.C Maintain Caymus Street as a Two-Way Street

First reading and introduction of an ordinance repealing Ordinance O2012 16 and amending Sections 10.24.010 and 10.36.140 of the Napa Municipal Code.

Moved, seconded (Inman / Sedgley) to approve the Consent Hearings as presented.

Motion carried:

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

NOES: None

ABSENT: None

8. PUBLIC HEARINGS/APPEALS: None.

9. COMMENTS BY COUNCIL OR CITY MANAGER:

Vice Mayor Sedgley requested future discussions concerning the Walt Ranch project and an update on the City Hall consolidation project.

10. CLOSED SESSION:

10.A CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION: Government Code Section 54956.9(d)(1); United States District Court, Northern District of California, Case No. CV 15-02394 SBA.

4:50 P.M. to 6:30 P.M. CITY COUNCIL RECESS

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6:30 P.M. CITY COUNCIL MEETING: EVENING SESSION

11. CALL TO ORDER:

11.A Roll Call

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

ABSENT: None

13. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

City Clerk Roberts announced the following supplemental items:

Item 17. A – Downtown Napa Property and Business Improvement District

1. Letter from Michael Butler dated July 21, 2015
2. PowerPoint Presentation by city staff

Item 17. B – Napa Pipe Project

1. Letter from Coblenz Patch Duffy & Bass LLP, on behalf of Napa Development Partners, dated July 21, 2015
2. Letter from Chair Diane Dillon on behalf of the Napa County Board of Supervisors, dated July 21, 2015
3. Amended Resolution with redlined changes; pages: 3, 5, 6
4. Amended Ordinance with redlined changes; pages: 1, 3, 5, 14, 16
5. Letter from David Grabill on behalf of Latinos Unidos dated July 20, 2015
6. PowerPoint Presentation by city staff

14. REPORT ACTION TAKEN IN CLOSED SESSION:

City Attorney Barrett stated there was no reportable action taken during Closed Session.

15. PUBLIC COMMENT:

There was no public comment.

16. CONSENT HEARINGS:

16.A Periodic Clean-Up Zoning Ordinance Amendments

(1) Adopt a resolution adopting a Negative Declaration for the Zoning Ordinance Amendments; and (2) approve first reading and introduction of an ordinance amending certain sections of Title 17 of the Napa Municipal Code to: increase the maximum allowable lot coverage in the RS-10 Zoning District; modify residential side yard fence requirements; and increase property notification distance requirements.

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Mayor Techel announced the consent hearing items and called for public comment. There was no public comment; however, Councilmember Inman asked to discuss the Item.

Mayor Techel pulled the item for Council discussion.

Michael Walker addressed Council regarding a discussion he had previously with Councilmember Inman concerning the language in the ordinance addressing proposed fence height requirements.

Discussion ensued. It was agreed to amend the language on page 323 Attachment 4 of the Council packet relative to the language regarding the front and side yard setback.

Moved, seconded (Inman / Mott) to close the public hearing.

Motion carried:

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

Moved, seconded (Inman / Mott) to approve Resolution R2015-97 adopting a Negative Declaration for the Zoning Ordinance Amendments; and (2) approving first reading and introduction as amended by Councilmember Inman, with clarifications to Section 17.52.170 (B) entitled "Height Limits", amending Section 17.08.030 of the Municipal Code to increase the maximum allowable coverage in the RS-10 and RI-10 Zoning Districts from 30 percent to 40 percent; amending Section 17.52.170 of the Municipal Code regarding fencing standards, and amending Section 17.58.090 of the Municipal Code to increase the adjacent property notification distance requirement from 300 feet to 500 feet.

Motion carried:

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

17. PUBLIC HEARINGS/APPEALS:

17.A Renew the Downtown Napa Property and Business Improvement District

Mayor Techel announced the item and explained that during public comment, any record owner subject to the Downtown Napa Property

DRAFT

and Business Improvement District Assessment may submit a written protest to the City Clerk or request in writing to withdraw or change their previous vote, with all written requests and protests required prior to the end of the public hearing.

Robin Klingbeil, Sr. Development Project Coordinator provided the staff report. Rick Tooker, Community Development Director, added that some discrepancies were found in the assessments after the ballots were mailed, and it was determined that there would be a complete reimbursement for any overpayments.

Ms. Klingbeil explained the history of the Downtown Napa Property & Business Improvement District and the current boundary zones. She stated that the recommended actions included approving a budget amendment of up to \$85,000 to reimburse property owners who were overcharged from 2005 through 2014.

Jeff Doran, Chair of the Napa Downtown Association, reviewed recent accomplishments as a result of the funding from property owners.

Craig Smith, Executive Director of the Napa Downtown Association, stated he anticipated all reimbursements checks would be mailed no later than the end of the year.

Mayor Techel opened up the public testimony portion of the hearing.

Michael Butler, property owner, stated his property was incorrectly assessed and expressed concern regarding the transparency of the PBID meetings.

Ron Rapinsky, resident, stated he would like to see the process changed and expressed concern regarding the protest procedures.

John Lambeth consultant with Civitas, asserted Napa Downtown Association's desire to be transparent and reviewed some of the efforts by the Downtown Association for outreach.

Mayor Techel again called for any public testimony, ballots or protest letters; no one came forward.

Moved, seconded (Luros / Inman) to close the public hearing.

Motion carried:

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

NOES: None

ABSENT: None

DRAFT

Mayor Techel stated the City Clerk would move to the Committee Room in the Council Chambers to begin the ballot counting and invited any interested member of the public to view the process.

Mayor Techel announced action on the Item would be deferred until after ballot counting was completed.

17.B Napa Pipe Project

Mayor Techel announced the Public Hearing and called for any applicable disclosures, which were then provided by members of City Council.

Mr. Tooker reviewed the development plan, design guidelines, and development agreement, which had recommended changes to the phasing plan and SR 121 Kaiser Road improvements, and completed his report with information related to the California Environmental Quality Act (CEQA) review.

Councilmember discussion and questions ensued.

Mayor Techel asked the applicants, (Napa Redevelopment Partners), if they wished to make a statement, the applicant declined.

Mayor Techel opened the public testimony portion of the Hearing.

David Grabill spoke on behalf of Latinos Unidos regarding several issues and concerns related to affordable housing.

Dennis Burtolucci commented on traffic concerns and the Costco project.

Eve Kahn, representing "Get a Grip on Growth", asked several questions regarding groundwater, expectations, and the future of home ownership.

Bernhard Krevet, Friends of the Napa River, spoke in favor of moving forward and improvements to the river.

Ron Rapinsky, resident, spoke in opposition of the project.

Mayor Techel called again for public comment; no one came forward. She invited the applicant an opportunity to speak; there was no comment provided.

DRAFT

Moved, seconded (Sedgley / Inman) to close the public hearing.

Motion carried:

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

NOES: None

ABSENT: None

Council discussion ensued. Councilmember Luros stated that while there were issues that were not perfect, she was comfortable with the compromises and supported moving forward.

Mayor Techel asked whether Kaiser Road was public or private. Mr. Tooker responded that while initially the Developer stated all the streets would be private, the exception occurred with Kaiser Road extension, and explained the current ownership of the road. Mr. Tooker stated the County of Napa had prepared the Environmental Impact report which contained a number of required mitigation measures.

Mayor Techel thanked staff for their work and stated it was important to confirm the intent of the Memorandum of Understanding (MOU). She stated she was pleased to get a letter from Diane Dillon, Chair of the Napa County Board of Supervisors, since it appeared that the County was in support of the construction of a Costco.

Councilmember Inman stated while the process was lengthy, she felt that it was important to add the property to the City's Sphere of Influence and move forward.

Vice Mayor Sedgley stated he has always stressed that if outside water service outside is requested, the property should be annexed into the City, but was confident that the 154 acres would be annexed no later than 2022.

Moved, seconded (Luros / Mott) to adopt Resolution R2015- 99 amending the City of Napa General Plan land use designation for a 154-acre Napa Pipe Property located at 1025 Kaiser Road from "Greenbelt" to "Mixed Use" for the parcel west of the railroad tracks (APN 046-400-030) and "Light Industrial" for the parcel east of the railroad tracks (APN 046-412-005) and the text and exhibits in Chapter 1 Land Use Element to reflect these new land use designations.

Motion carried:

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

NOES: None

ABSENT: None

DRAFT

Moved, seconded (Inman / Mott) to approve the first reading and introduction of an ordinance as amended in the Supplemental Report, amending Chapter 17.32 of the Napa Municipal Code creating the Napa Pipe Master Plan Zoning District and amending Section 17.04.040 (Zoning Map) Pre-Zoning certain lands in unincorporated Napa County at 1025 Kaiser Road to MP:NP-MUR-W:AC (Master Plan: Napa Pipe-Mixed Use Residential-Waterfront: Airport Compatibility), MP:NP-IBP-W:AC (Master Plan: Napa Pipe-Industrial/Business Park-Waterfront: Airport Compatibility), and MP:NP-IBP:AC (Master Plan: Napa Pipe-Industrial/Business Park: Airport Compatibility).

Motion carried:

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

Moved, seconded (Mott / Inman) to adopt Resolution R2015-100 as amended in the Supplemental Reports, authorizing the City Manager to take the following actions relating to the 154-acre property located at 1025 Kaiser Road and assigned Assessor's Parcel Numbers 046-400-030 and 046-412-005, and commonly known as the "Napa Pipe Property": (1) execute memoranda of agreements with the County of Napa relating to expanding the City's sphere of influence, sharing of tax revenues, provision of municipal services, regional housing needs allocations, and contracting for provision of professional services; (2) execute an annexation consent, protest waiver, and water service agreement with Napa Redevelopment Partners; and (3) approve submittal of an application on behalf of the City to the Napa County Local Agency Formation Commission to take proceedings to expand the City's sphere of influence, extend municipal services outside City limits, and annex the Napa Pipe Property in phases to the City of Napa.

Motion carried:

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

DRAFT**17.A Renew the Downtown Napa Property and Business Improvement District**

Mayor Techel referred back to Item 17 A to get the results of the vote tally.

City Clerk Roberts announced the results:

YES: 83.72%

NO: 16.28%

Discussion and questions ensued. Council discussed the transparency issue. Councilmember Mott stated while he was in support of the item, he felt there was an opportunity for improvement for outreach to the property owners.

In response to Council questions regarding transparency, Mr. Lambeth stated the Downtown Association could consider posting announcements and meetings on their website, adding that the meetings of the Downtown Association must comply with the Brown Act.

Moved and seconded (Sedgley / Mott) adopt Resolution R2015-98, a Resolution of Formation (1) declaring the results of the Majority-Protest Proceedings; (2) renewing the Downtown Napa Property and Business Improvement District (PBID); and (3) approving the Assessment Formula and Levying Assessments in the PBID and a Budget Adjustment to provide for Reimbursement of Overcharges.

Motion carried:

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

NOES: None

ABSENT: None

Moved and seconded (Inman/Luros) to certify the election results as stated by the City Clerk for the establishment of the PBID showing that 83.72% of the property owners in the District who submitted a ballot voted YES for the renewal of the PBID; with 16.28% of the property owners in the District who submitted a ballot voted NO.

Motion carried:

AYES: Inman, Luros, Sedgley, Mott, Techel

NOES: None

ABSENT: None

DRAFT

18. COMMENTS BY COUNCIL OR CITY MANAGER:

Vice Mayor Sedgley asked that the health of the watershed needs to be supported. Councilmember Inman announced Port Fest would be held on Sunday, July 26th.

19. ADJOURNMENT: 9:05 p.m.

Dorothy Roberts, City Clerk

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 5.B.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Carlyce Banayat, Imaging Clerk

Subject: Second Reading and Final Adoption Amending Napa Municipal Code Chapter 2.91 Contracting Ordinance.

ISSUE STATEMENT:

Second reading and final adoption of an Ordinance amending Napa Municipal Code Chapter 2.91 to authorize design-build as a method of delivery for project construction.

DISCUSSION:

This is the second reading and final adoption of the Ordinance Amending Napa Municipal Code Section 2.91 to authorize the design-build as a method of delivery for project construction. The introduction and First Reading was held at the Regular City Council meeting on August 4, 2015. If approved, the Ordinance will become effective thirty days following adoption.

FINANCIAL IMPACTS:

There is no financial impact to adopt this ordinance.

CEQA:

At their regular meeting on August 4, 2015, City Council determined that the Recommended Action described in the Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1 - Ordinance

NOTIFICATION:

Notice of public hearing was published in the Napa Valley Register on July 24, 2015.

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 second reading and final passage, and adopt an ordinance amending Napa Municipal Code Chapter 2.91 to authorize design-build as a method of delivery for project construction.

ORDINANCE O2015-__

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NAPA, STATE OF CALIFORNIA, AMENDING NAPA
MUNICIPAL CODE CHAPTER 2.91 TO AUTHORIZE
DESIGN-BUILD AS A METHOD OF DELIVERY FOR
PROJECT CONSTRUCTION

WHEREAS, the California Public Contract Code generally requires general law cities to award public works construction contracts to the “lowest responsible bidder,” based on a “design-bid-build” procurement method; and

WHEREAS, design-build project delivery is a method of public works construction delivery in which the design and construction functions are contracted by a single “design-build” entity; as opposed to a more traditional design-bid-build method, under which design, procurement and construction of the project proceed sequentially: first the preparation of plans and specifications are completed, either with City staff or with a design consultant, and second an award of the construction contract with a contractor entity separate from the designer typically being made to the lowest responsible bidder on the basis of previously completed plans and specifications; and

WHEREAS, California general law and charter cities that have utilized the design-build delivery method for the completion of public works projects have experienced numerous benefits from utilizing this alternative delivery method, including reduced design efforts and costs to the public agencies, development of innovative solutions to construction and design challenges, accelerated schedules for project delivery and completion, improved coordination and communication between parties, a reduction in risks, claims and litigation related to public project construction, improved quality in public works construction projects and public facilities, and the ability for public entities to make and negotiate contractor selections based on qualifications, value, cost and criteria in addition to price; and

WHEREAS, Napa Municipal Code Chapter 2.91 establishes certain procedures for the award of City contracts, and it expressly exempts the City from the provisions of state law imposed on general law cities relative to public contracting under the California Public Contract Code; and

WHEREAS, the City has, in the recent past, entered into design-build contracts based on the existing authority to contract for “specialty items,” pursuant to Napa Municipal Code section 2.91.050; and

WHEREAS, the City anticipates funding and contracting for the construction of public works projects and facilities in the future for which design-build delivery method may be a viable and beneficial alternative to the more traditional design-bid-build delivery method; and

ATTACHMENT 1

WHEREAS, the City desires to clarify the procedures to be followed for the execution of design-build contracts; and

WHEREAS, the City, as a “charter city,” is authorized to establish guidelines and enact local ordinances governing municipal affairs that supersede the State’s general laws otherwise governing general law cities; and

WHEREAS, the City’s award of local contracts and the establishment of local procedures to govern design-build project delivery is a municipal affair, and the City, as a charter city, thus is authorized to adopt an ordinance establishing procedures for the awarding of contracts for public works construction that differ from those imposed on general law cities, based on the City’s broad constitutional “home rule” authority (pursuant to California Constitution article XI, section 5); and

WHEREAS, the City’s authority, as a charter city, to exempt itself from the requirements of the California Public Contract Code are specifically identified in Public Contract Code Section 1100.7; and

WHEREAS, Section 101 of the City of Napa Charter authorizes the City Council to adopt ordinances that establish criteria and requirements for determining the “lowest and best bidder” in the award of city contracts for public works construction projects (which differs from the “lowest responsible bidder” standard applicable to general law cities); and

WHEREAS, California Public Contract Code, former Section 20175.2 authorized general law cities to utilize the design-build method for the construction of qualifying building construction projects in excess of \$1 million, and in addition, California Public Contract Code former Sections 20193-20195 authorized cities, counties and special districts to use design-build contracts for certain water or water treatment facilities; and

WHEREAS, on September 30th, 2014, Governor Brown approved Senate Bill No. 785, repealing and amending various provisions of the California Government Code, Health and Safety Code, and Public Contract Code to authorize various California state and local agencies to use the design-build procurement process for specified public works projects; and

WHEREAS, under its home rule authority as a charter city, the City may exempt itself from certain limitations otherwise imposed upon general law cities by the statutes codified under Senate Bill No. 785; and

WHEREAS, while the City plans to utilize elements of the procurement process outlined under relevant sections of the Public Contract Code as amended under Senate Bill No. 785, (i.e., Public Contract Code Sections 22160, et seq.) in the drafting of Requests for Proposals soliciting qualified design-build entities under the design-build delivery process authorized by this ordinance, the City is not bound by the limitations on design-build authority contained in those statutes, including, but not limited to, limitations on the use of design-build-operate contracts; and

WHEREAS, the intent of this ordinance is to establish a procedure for the use, evaluation and award of design-build contracts for City projects in order to provide that the City may utilize the design-build alternative delivery method to achieve superior design and quality, to minimize disputes between project designers and contractors, to expedite project delivery by overlapping the design and construction phases of projects, and to reduce project costs; and

WHEREAS, the City Council 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 ORDAINED, by the City Council of the City of Napa as follows:

SECTION 1: Amendment. Napa Municipal Code Chapter 2.91, "Contracting Ordinance," is hereby amended by adding a new Section 2.91.070, "Exceptions for design-build project delivery," to read as follows:

2.91.070 Exceptions for design-build project delivery.

A. The City may enter into a single contract with a design-build entity for the design and construction or manufacture of a project (a "design-build contract"), in accordance with this section, without further complying with the requirements of this code, provided that the City Manager or the City Council makes a written determination of the following:

1. The City's goals for the proposed public works project will be more cost effectively achieved through a design-build contract, as compared to the City's design-bid-build process described in Chapter 2.94 of this Code, after taking into consideration: costs of design, construction or manufacture, and ongoing maintenance and repair; timing of design and construction or manufacture; the need to coordinate with third parties during construction or manufacture; unique requirements for managing the quality of design and construction or manufacture; the likely need to consider innovative solutions to design, construction or manufacturing challenges in order to respond to potential challenges to the certainty of the timing or costs of design or construction or manufacture; and the need to consider unique project financing alternatives (including public/private partnerships).
2. The City actively solicited proposals from design-build entities in a manner that effectively requested competitive proposals from entities qualified and available to successfully complete the proposed project under a design-build contract.
3. After evaluating the respective qualifications and proposals submitted by competitive proposers, and after negotiating contract terms with the apparently successful design-build entity, the City selected the design-

build entity on a “best value” basis that will most cost effectively achieve the City’s goals for the proposed project, after considering: the criteria set forth in Section 2.91.070(A)(1); proposed approach for design and construction or manufacture (including project features, and operational and functional performance of the project to be constructed); overall price (including initial and/or life cycle costs); schedule; the design-build entity’s experience, training, and qualifications (including an evaluation of references of the design-build entity’s experience on similar projects related to responsiveness, timeliness, quality of work, and overall performance); the design-build entity’s capacity, capability, and financial stability to complete the project; and overall responsiveness to the City’s request for proposals.

B. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101.

SECTION 2: Severability. If any section, sub-section, subdivision, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, sub-section, subdivision, paragraph, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more sections, sub-sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 3: Effective Date. This Ordinance shall become effective thirty (30) days following adoption.

City of Napa, a municipal corporation

MAYOR: _____

ATTEST: _____
CITY CLERK OF THE CITY OF NAPA

ATTACHMENT 1

STATE OF CALIFORNIA }
COUNTY OF NAPA } SS:
CITY OF NAPA }

I, Dorothy Roberts, City Clerk of the City of Napa, do hereby certify that the foregoing Ordinance had its first reading and was introduced during the regular meeting of the City Council on the 4th day of August, 2015, and had its second reading and was adopted and passed during the regular meeting of the City Council on the 18th day of August, 2015, 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 5.C.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Roberta Raper, Finance Director

Prepared by: Deanna Andrews, Finance Manager

Subject: Gann Appropriation Limits for Fiscal Year 2015-16

ISSUE STATEMENT:

Adopt a resolution establishing the Gann appropriations limit for Fiscal Year 2015-16.

DISCUSSION:

The City Council approves all City appropriations (authorizations to incur financial obligations) as a part of the process of approving and updating the budget. California Constitution Article XIII B requires cities to establish an annual limit of maximum allowable appropriations (the "Gann Limit") based on a formula that begins with the appropriation limit of the previous year, and considers adjustments to either City or County population, and increases in either new non-residential construction or California per capita income. The details of the formula are summarized in this report, and calculated as a part of the attached resolution.

Both the California per capita personal income price factor and the population percentage change factors are provided by the State Department of Finance to local jurisdictions each year. Reports that present changes in new, non-residential assessments are provided by the County of Napa. These numbers provide the basis for the factor to be used in the City's calculation of the Gann Limit. The City of Napa uses the ratios that allow the maximum allowable appropriations subject to limitations.

The table in Attachment 2 presents the ratios used and illustrate that the City's 2015-16 Adjusted Appropriations subject to the Limit of \$61,016,000 is well under the appropriations limit of \$455,447,106.

FINANCIAL IMPACTS:

Approval of the appropriation limits will have no financial impact on the Fiscal Year 2015-16 operations of the City.

CEQA:

The Finance Director has determined that the recommended action described in this report is not subject to CEQA, pursuant to CEQA guidelines section 15060(c).

DOCUMENTS ATTACHED:

1. Attachment 1: Resolution establishing the GANN Appropriations Limit for Fiscal Year 2015-16 (with Exhibit A).
2. Attachment 2: Fiscal Year 2016 Tax Appropriations Limit.

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 establishing the Gann appropriations limit for Fiscal Year 2015-16.

ATTACHMENT 1

RESOLUTION R2015-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, ESTABLISHING THE GANN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-16

WHEREAS, Article XIIB of the California Constitution (enacted with the passage of Proposition 4 in 1979; with modifications under Proposition 111, passed by the voters of California in June 1990; and implemented by California Government Code sections 7900, and following), limits increases of appropriations by governmental entities by an amount not to exceed the change in population and the change in either the California per capita income or the changed in non-residential assessed valuation due to new construction within the City (this limitation on appropriations by governmental agencies is known as the "Gann Appropriations Limit"); and

WHEREAS, documentation used in the determination of the 2015-16 fiscal year appropriations limit has been available to the public prior to City Council's determination in this matter, as required by Government Code Section 7910; 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. Pursuant to the appropriations limit formula set forth in California Government Code Sections 7900-7913, the City Council hereby establishes the appropriations limit for Fiscal Year 2015-16 for the City of Napa as documented in Exhibit "A," attached hereto and incorporated here by reference.
2. 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.
3. 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 18th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to form:

Michael W. Barrett
City Attorney

Exhibit A

The calculations required by the Gann appropriation limits are set forth in Article XIIB of the California Constitution (enacted with the passage of Proposition 4 in 1979, with modifications under Proposition 111 passed in June 1990 and implemented by California Government Code sections 7900, and following). The City's appropriation growth rate is limited to changes in population and either the change in California per capita income or the change in the local assessment roll due to new, non-residential construction.

The formula to be used in calculating the growth rate is:

$$\frac{\% \text{ change in population (City or County)} + 100}{100}$$

times

either

$$\frac{\% \text{ change in per capita income} + 100}{100}$$

or

$$\frac{\text{Change in non-residential assessments} + 100}{100}$$

The resultant rate times the previous appropriation limit equals the new appropriation limit.

Both the California per capita personal income price factor and the population percentage change factors are provided by the State Department of Finance to local jurisdictions each year. Population percentage change factors estimate changes in the City's and County's population between January 2014 and January 2015. Reports that present changes in new, non-residential assessments are provided by the County of Napa. These numbers provide the basis for the factor to be used in the City's calculation of the Gann Limit.

In May 2015, the State Department of Finance notified each city of the population changes and the new non-residential construction to be used in determining appropriation limits. The data provided to Napa includes the following:

- Napa County population on January 1, 2015 compared to the population of January 1, 2014 increased by 0.94%.
- City of Napa population over that same period increased by 0.93%.
- Per capita personal income for the State of California increased by 3.82%

In July 2015 the Napa County Assessor provided the assessment statistics for the 2014-15 tax year. The change in non-residential assessments represented 0.28% of the increased assessed value.

Of the factors above, the City is using the population growth factor for Napa County and the increase in per capital personal income, as they result in the higher appropriations limit. The factor for determining the year to year increase is computed as:

$$\frac{0.94 + 100}{100} \times \frac{3.82 + 100}{100} = 1.048$$

Applying this year's factor of 1.048 to last year's limit of \$434,599,992, the Gann Limit for FY 2015-16 yields **\$455,447,106**. Based on the Appropriations subject to the limit of \$61,016,000, the City of Napa is not at risk of exceeding the Gann Limit.



FISCAL YEAR 2016 TAX APPROPRIATIONS LIMIT

- Executive Summary
- FY 2015-16 Alternative Adjustment Factors & Calculations of Tax Appropriations Limit
- FY 2015-16 Tax Appropriations Subject to the Tax Appropriations Limit
- Ten-Year History of Price and Population Factors and Tax Appropriations Limits
- Price and Population Information
- Assessed Valuation Attributed to New Non-Residential Construction



Fiscal Year 2015-16 Tax Appropriations Limit

Executive Summary

In November 1979, California voters approved Proposition 4 (the Gann Initiative) and added Article XIII B to the California State Constitution. In 1980, the State Legislature added Division 9 (commencing with Section 7900) to Title I of the Government Code to implement Article XIII B. This legislation required the governing body of each local jurisdiction in California to establish a Tax Appropriations Limit (also referred to as the GANN Limit) on or before June 30 of each year for the following fiscal year. The Tax Appropriations Limit is based on actual appropriations during the State of California Fiscal Year 1978-79 and adjusted each year using population and inflation adjustment factors.

On June 5, 1990, California voters approved Proposition 111, amending Article XIII B. Proposition 111 allows local jurisdictions to choose among measures of inflation and population growth to compute and adjustment factor. The measures for inflation (price factors) include growth in California per capita income or growth in the City's gross assessed valuation due to new non-residential construction; while measures for population growth include population growth within the county or city.

The proposed Tax Appropriations Limit for Fiscal Year 2015-16 is \$455,447,106. In accordance with Proposition 111 guidelines, the Fiscal Year 2015-16 Tax Appropriations Limit was calculated by adjusting the prior year's Tax Appropriations Limit using one of the adjustment factors. (See FY 2015-16 Alternative Adjustment Factors & Calculations of Tax Appropriations Limit Section for factors). The recommended Fiscal Year 2015-16 adjustment factor was calculated using the price factor based on the change in per capita personal income for the state of California (3.82%) and the population factor based on the percent growth in the County's population (0.94%), resulting in an adjustment factor of 1.048. The use of this adjustment factor results in a Tax Appropriations Limit for Fiscal Year 2015-16 of \$455,477,106, a 4.8% increase over the Fiscal Year 2014-15 Tax Appropriations Limit of \$434,599,992.

The Tax Appropriations Limit does not apply to all City revenues, or all General Fund revenues, but only to proceeds of taxes including property tax, sales tax, transient



Fiscal Year 2015-16 Tax Appropriations Limit

occupancy tax, motor vehicle license fees, and other local taxes, less the amount paid in debt service on both voter approved debt and qualified capital outlays (a fixed asset, including land, with a useful life of more than 10 years and a value that equals or exceeds \$100,000). Other revenues, including fees, licenses and permits, rents and concessions, and inter-fund transfers are not subject to the limit. The Fiscal Year 2015-16 Adopted budget projects the tax appropriations subject to the Tax Appropriations Limit to be \$62.6 million. The projected appropriations subject to the limit are estimated to be approximately \$404.8 million below the recommended limit of \$455,798,014.

FY 2015-16 Alternative Adjustment Factors & Calculations of Tax Appropriations Limit

Under Proposition 111, there are two options available for each of the major adjustment factors. The values of these factors for the purpose of calculation the Fiscal Year 2015-16 adjustment are as follows:

Price Factors:

(A) Percent growth in State per Capital Personal Income:	3.82%
(Source: Department of Finance, California – Attachment A)	
Price Factor A	1.0382
(B) Percent change in Assessed Valuation in new Non-residential construction:	0.28%
(Source: Napa County Assessor's Office – Attachment B)	
Price Factor B	1.0028



Fiscal Year 2015-16 Tax Appropriations Limit

Population Factors:

(C) Percent growth in County Population : 0.94%
 (Source: Department of Finance, California – Attachment C)

Population Factor C 1.0094

(D) Percent growth in City Population 0.93%
 (Source: Department of Finance, California – Attachment C)

Population Factor D 1.0093

Annual Adjustment Factors:

Based upon the actual data, the four alternative adjustment factors are as follows:

(A x C) = (1.0382 x 1.0094) = 1.0479

(A x D) = (1.0382 x 1.0093) = 1.0478

(B x C) = (1.0028 x 1.0094) = 1.0122

(B x D) = (1.0028 x 1.0093) = 1.0121

The recommended limit was calculated using the adjustment factor (A x C), resulting in a 4.79% increase over the Fiscal Year 2014-15 Annual Tax Appropriations Limit. Of the four adjustment factors listed above, the 1.0479 adjustment factor represents the largest allowable increase to the appropriation limit.

Calculation of the Fiscal Year 2015-16 Limit:

Fiscal Year 2015-16 Limit = (FY 2014-15 Limit) x (Recommended Adjustment Factor)

= (\$434,599,992) x (1.0479) = **\$455,447,106**



Fiscal Year 2015-16 Tax Appropriations Limit

FY 2015-16 Tax Appropriations Subject to the Tax Appropriations Limit

Appropriations Subject to the Tax Appropriations Limit		FY 2015-16 Adopted Budget
Property Tax		27,500,000
Sales Tax <i>(excluding Prop 172)</i>		15,530,000
Business License Tax		3,040,000
Transient Occupancy Tax <i>(excluding Tourism Improvement District)</i>		16,060,000
Real Property Transfer Taxes		475,000
Motor Vehicle License Fee		35,000
Interest Earnings		<u>180,000</u>
Total Unadjusted Appropriations subject to the Limit	[A]	62,820,000
Adjustments for appropriations not subject to the Tax Appropriations Limit		
Annual Debt Service for Voter Approved Debt		<u>-</u>
Total Annual Debt Service	[B]	-
Qualified Capital Outlays		
Fire Station #5		<u>1,804,000</u>
Total Qualified Capital Outlays	[C]	1,804,000
Total Adjustments [D = B + C]	[D]	1,804,000
Total Adjusted Appropriations subject to the Limit [E = A - D]	[E]	61,016,000
Calculation of the Tax Appropriations Limit and Difference between the Limit and Appropriations Subject to the Limit		
Prior Year (FY 2014-15) Tax Appropriations Limit	[F]	434,599,992
Adjustment Factor	[G]	1.048
Tax Appropriations Limit for FY 2015-16 [H = F x G]	[H]	455,447,106
Projected appropriations are below the limit by [I = H - E]	[I]	394,431,106



Fiscal Year 2015-16 Tax Appropriations Limit

**Ten Year History of Price and Population Factors & Tax Appropriations Limits for
Fiscal Years 2006-07 through 2015-16**

Fiscal Year	Price Adjustment		Population Adjustment		Total Adjustment	Appropriations Limit
2006-07	1.0396	x	1.0110	=	1.0510	112,258,077
2007-08	1.1346	x	1.0123	=	1.1486	128,937,435
2008-09	1.1215	x	1.0109	=	1.1337	146,188,912
2009-10	1.0062	x	1.0142	=	1.0205	149,184,037
2010-11	0.9746	x	1.0112	=	0.9855	147,023,183
2011-12	1.3719	x	1.0097	=	1.3852	203,662,156
2012-13	1.5189	x	1.0077	=	1.5306	311,721,456
2013-14	1.2398	x	1.0047	=	1.2456	388,279,584
2014-15	1.1151	x	1.0038	=	1.1193	434,599,992
2015-16	1.0382	x	1.0094	=	1.0480	455,447,106



EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL • ROOM 1145 • SACRAMENTO CA • 95814-4998 • WWW.DOF.CA.GOV

May 2015

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2015, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2015-16. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2015-16 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2015.**

Please Note: Prior year's city population estimates may be revised.

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

MICHAEL COHEN

Director

By:

KEELY M. BOSLER

Chief Deputy Director

Attachment

May 2015

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2015-16 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2015-16	3.82

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2015-16 appropriation limit.

2015-16:

Per Capita Cost of Living Change = 3.82 percent
 Population Change = 0.93 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.82 + 100}{100} = 1.0382$

Population converted to a ratio: $\frac{0.93 + 100}{100} = 1.0093$

Calculation of factor for FY 2015-16: $1.0382 \times 1.0093 = 1.0479$

Fiscal Year 2015-16

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2014-2015	1-1-14	1-1-15	1-1-2015
Napa				
American Canyon	0.80	19,989	20,149	20,149
Calistoga	0.79	5,220	5,261	5,261
Napa	0.93	78,242	78,971	78,971
St Helena	2.09	5,941	6,065	6,065
Yountville	1.49	2,017	2,047	3,017
Unincorporated	0.80	25,480	25,684	26,899
County Total	0.94	136,889	138,177	140,362

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

**2015-2016 NAPA COUNTY ASSESSMENT ROLL - CITIES
WITH COMPARISON TO 2014-2015**

	LAND	IMPROVEMENTS	PERS PROP	TOTAL BEFORE EX	NON H/O EX	TOTAL	HOMEOWN EX	NET TOTAL
2015-2016	\$13,357,993,724	\$19,048,736,682	\$1,305,029,755	\$33,711,760,161	\$1,001,805,034	\$32,709,955,127	\$153,863,683	\$32,556,091,444
2014-2015	\$12,362,124,449	\$18,093,734,335	\$1,270,934,042	\$31,726,792,826	\$980,498,696	\$30,746,294,130	\$154,468,846	\$30,591,825,284
Difference	\$995,869,275	\$955,002,347	\$34,095,713	\$1,984,967,335	\$21,306,338	\$1,963,660,997	(\$605,163)	\$1,964,266,160
NET INCREASE IN ASSESSED VALUES (WITHOUT UTILITY ROLL) FOR NAPA COUNTY						6.39% {4.34%/5.34%/2.06%/1.00%}		
TOTAL NUMBER OF SECURED ASSESSMENTS				51,301				
TOTAL NUMBER OF UNSECURED ASSESSMENTS				7,005				
CITY OF NAPA			2015-2016	\$10,406,262,268				
			2014-2015	\$9,787,994,372				
			NET INCREASE	\$618,267,896	% INCREASE	6.32% {6.18%/5.2%/1.13%/0.27%}		

NON-RESIDENTIAL NEW CONTRUCTION GROWTH BY YEAR

INCREASE FOR	CITY OF NAPA
1990 TO 1991	\$ 31,144,426
1991 TO 1992	\$ 5,646,244
1992 TO 1993	\$ 3,842,574
1993 TO 1994	\$ 6,641,575
1994 TO 1995	\$ 43,153,626
1995 TO 1996	\$ 19,901,466
1996 TO 1997	\$ 24,654,950
1997 TO 1998	\$ 16,154,473
1998 TO 1999	\$ 41,968,989
1999 TO 2000	\$ 16,541,352
2000 TO 2001	\$ 67,626,929
2001 TO 2002	\$ 58,175,387
2002 TO 2003	\$ 50,575,650
2003 TO 2004	\$ 26,761,614
2004 TO 2005	\$ 47,902,724
2005 TO 2006	\$ 25,960,186
2006 TO 2007	\$ 106,537,701
2007 TO 2008	\$ 42,193,958
2008 TO 2009	\$ 59,198,165
2009 TO 2010	\$ 60,274,635
2010 TO 2011	\$ 8,766,882
2011 TO 2012	\$ 51,024,455
2012 TO 2013	\$ 132,864,929
2013 TO 2014	\$ 65,543,664
2014 TO 2015	\$ 29,295,124

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 5.D.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Rosa Corona, Junior Engineer

Subject: Award of Construction Contract for Drainage Improvements Project -
Stonecrest Dr., Casswall St., and Linda Mesa Way

ISSUE STATEMENT:

Adopt a resolution authorizing the Public Works Director to award and execute a construction contract to Coastsides Concrete for the Drainage Improvements Project – Stonecrest Dr., Casswall St., and Linda Mesa Way (Project), authorizing a reallocation of budget appropriations, authorizing an additional budget appropriation, and determine that the Project is exempt from CEQA.

DISCUSSION:

The streets included in this project have been identified as having groundwater/spring problems. Excessive groundwater is known to contribute to premature pavement failures. Stonecrest Drive was selected to be part of this project due to groundwater/spring problems; it is also scheduled to be resurfaced in FY15-16 as part of the City's ongoing 10-mile street program. Casswall Street has one of the lowest Pavement Condition Index (PCI) scores in the City due to considerable subsurface drainage from the hillside to the west. The pavement on Linda Mesa Way is in good condition overall, but very noticeable subsurface water is affecting the potential life of the pavement near the Linda Mesa Way/Scenic Drive intersection.

The Project will address the groundwater/spring problems by installing approximately 2,350 lineal feet of subsurface drainage piping. The drain pipe will be placed approximately two (2) feet below the street surface in a six (6) inch wide trench. The collected subsurface water will discharge into an existing drain inlet or an open ditch.

Two (2) bids for construction were received and opened at 3:00 P.M. on July 29, 2015. The engineer's estimate for project construction was \$138,000. The bids were as follows:

\$133,903.00 Coastsides Concrete, Rohnert Park, CA*

\$174,401.15 G.D. Nielson Construction, Napa, CA

*Apparent Lowest and Best Bid

This project was subject to a Local Business Preference pursuant to Chapter 2.93 of the Napa Municipal Code which affords local businesses a preference of a three percent (3%) reduction factor to the bid. This preference did not alter the bid results.

The construction budget is proposed as follows:

Lowest and Best Bid Amount – \$133,903.00

Contingency for unforeseen conditions (12% of bid) – \$16,068.00

Construction Inspection and Testing – \$10,000.00

Total – \$ 159,971.00

A higher than normal contingency is recommended due to the potential for unforeseen circumstances during installation of subsurface drainage piping such as utility conflicts and trench stability due to high groundwater conditions.

FINANCIAL IMPACTS:

Funding for the Project is composed of existing appropriations in the Drainage Improvements Project (JL – SD14PW01), Drainage Improvements Project (JL – SD15PW01) and Drainage Improvements Project (JL – SD16PW01) with a combined fund total of \$47,159. An additional \$112,812 in appropriations is needed to completely fund the Project. Funding is available from the Stormwater System Service Fee Fund's undesignated reserves (GL 24125-25399) and is recommended to be appropriated to this Project.

SOURCES:

\$ 3,066 Drainage Improvements Project (JL SD14PW01)
(Existing Appropriations)

\$ 25,445 Drainage Improvements Project (JL SD15PW01)
(Reallocation of Appropriations)

\$ 18,648 Drainage Improvements Project (JL SD16PW01)
(Reallocation of Appropriations)

\$112,812 Storm Water System Service Fee Fund, Undesignated Fund Balance
(GL 24125-25399)
(Additional Appropriation)

\$ 159,971 TOTAL

USES:

\$133,903 Drainage Improvements Project – Construction Contract
(SD14PW01-54501)

\$ 16,068 Drainage Improvements Project – 12% Contingency

(SD14PW01-54501)

\$ 10,000 Drainage Improvements Project – Construction Management, Inspection and Testing
(SD14PW01-51998)

\$159,971 TOTAL

CEQA:

City staff recommends that the City Council determine that the Recommended Action is exempt from CEQA pursuant to CEQA Guidelines Section 15301(c), which exempts the repair or minor alteration of existing streets, sidewalks, gutters, and similar facilities.

DOCUMENTS ATTACHED:

1. Attachment 1: Resolution authorizing the Public Works Director to award and execute a construction contract to Coastside Concrete for the Drainage Improvements Project – Stonecrest Dr., Casswall St., and Linda Mesa Way.
2. Attachment 2: Location Map for Drainage Improvements Project – Stonecrest Dr., Casswall St., and Linda Mesa Way.

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 Coastside Concrete for the Drainage Improvements Project, authorizing a reallocation of budget appropriations, and authorizing an additional budget appropriation.

RESOLUTION R2015-__

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 COASTSIDE CONCRETE FOR THE DRAINAGE IMPROVEMENTS PROJECT, AUTHORIZING A REALLOCATION OF BUDGET APPROPRIATIONS, AND AUTHORIZING AN ADDITIONAL BUDGET APPROPRIATION

WHEREAS, Stonecrest Dr., Casswall St., and Linda Mesa Way have been identified as having groundwater/spring problems which affects the life of the street pavement; and

WHEREAS, the installation of subsurface drainage piping is necessary to reduce the impact of the pavement; and

WHEREAS, bids were opened and read on July 29, 2015, for the Drainage Improvements Project – Stonecrest Dr., Casswall St., and Linda Mesa Way with the lowest and best bid submitted by Coastside Concrete in the amount of \$133,903; 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 \$133,903 plus contingency, construction management, geotechnical testing, and inspection (amounts are interchangeable) for a total amount of \$159,971; 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 15301(c), which exempts the repair or minor alteration of existing streets, sidewalks, gutters, and similar facilities.

3. The City Council hereby authorizes the Public Works Director to award and execute the construction contract for the Drainage Improvements Project –

ATTACHMENT 1

Stonecrest Dr., Casswall St., and Linda Mesa Way to the lowest and best bidder, Coastside Concrete, in the amount of \$133,903. The City Council also authorizes the Public Works Director to execute contract change orders, and authorize the charge of contract administration, construction inspection and testing up to a total amount not to exceed \$26,068.

4. The City Council hereby authorizes a re-allocation of \$25,445 in budget appropriations from the Drainage Improvements Project (JL SD15PW01) to the project as follows:

5. The City Council hereby authorizes a re-allocation of \$18,648 in budget appropriations from the Drainage Improvements Project (JL SD16PW01) to the project as follows:

6. The City Council hereby authorizes additional appropriation of \$112,812 from the Storm Water System Service Fee Fund (GL 24125-25399) to the project as follows:

SOURCES:

\$ 3,066	Drainage Improvements Project (JL SD14PW01) (Existing Appropriations)
\$ 25,445	Drainage Improvements Project (JL SD15PW01) (Reallocation of Appropriations)
\$ 18,648	Drainage Improvements Project (JL SD16PW01) (Reallocation of Appropriations)
\$112,812	Storm Water System Service Fee Fund, Undesignated Fund Balance (GL 24125-25399) (Additional Appropriation)
\$ 159,971	TOTAL

USES:

\$133,903	Drainage Improvements Project – Construction Contract (SD14PW01-54501)
\$ 16,068	Drainage Improvements Project – Contingency (SD14PW01-54501)
\$ 10,000	Drainage Improvements Project – Charges for Labor (SD14PW01-51998)

ATTACHMENT 1

\$159,971 TOTAL

7. 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 18th day of August, 2015, by the following vote:

AYES:

NOES:

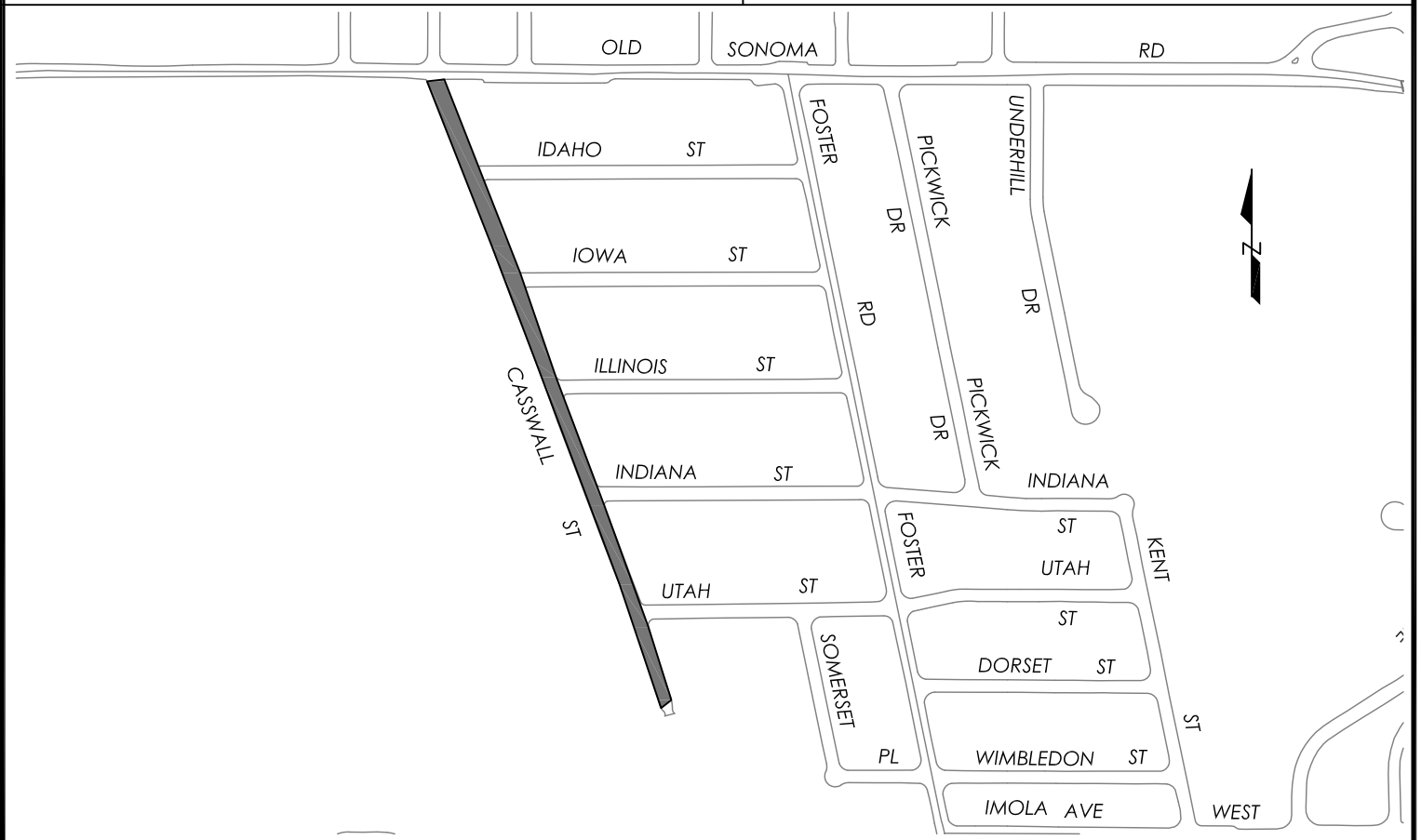
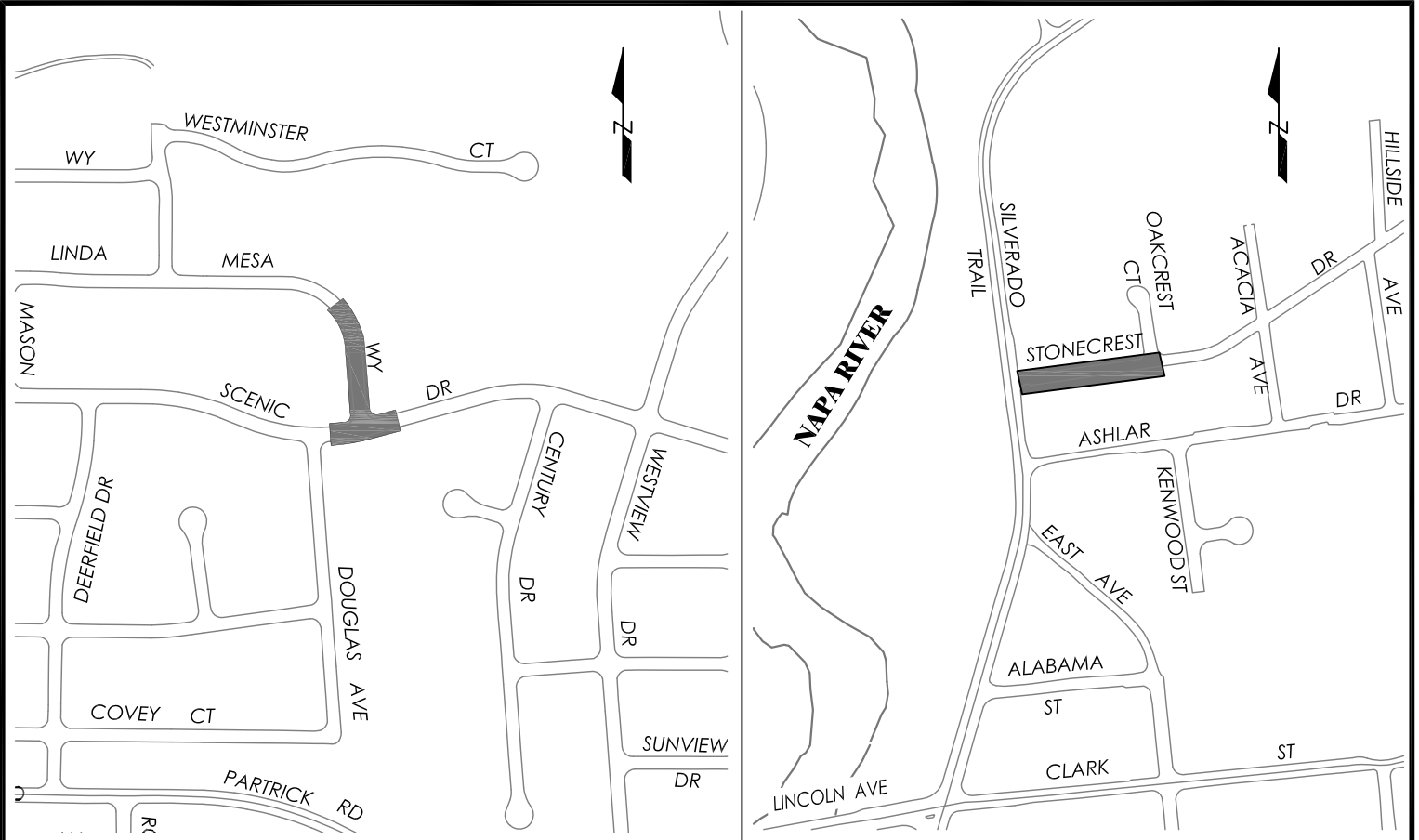
ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to form:

Michael W. Barrett
City Attorney



CITY OF NAPA

PUBLIC WORKS DEPARTMENT



CITY OF NAPA
PUBLIC WORKS DEPARTMENT

PROJECT LOCATION MAP
DRAINAGE IMPROVEMENTS PROJECT
STONECREST DR , CASSWALL ST, LINDA MESA WY (SD14PW01)-61-

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 5.E.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Mike Randolph, Fire Chief

Prepared by: Joy Riesenberger, Administrative Services Manager

Subject: PG&E Electric Vehicle Truck Donation Acceptance and In-Kind Contribution Agreement

ISSUE STATEMENT:

Adopt a resolution accepting an in-kind donation from Pacific Gas & Electric Company (PG&E) of a modified 2015 GMC 3500HD plug-in hybrid pick-up truck developed by Efficient Drivetrains, Inc. and authorizing the Fire Chief to execute an In-Kind Contribution Agreement.

DISCUSSION:

Through a new pilot program, PG&E would like to donate a state-of-the-art plug-in hybrid pick-up truck to the City of Napa for use by the Fire Department. The program is part of PG&E's ongoing collaboration with first responders and emergency officials and its broader commitment to the communities it serves. PG&E expects to make a similar donation to two other fire departments in its Northern and Central California service areas as part of the pilot program. PG&E has entered into an agreement with the Napa Communities Firewise Foundation to donate funds for the associated charging infrastructure.

The modified 2015 GMC 3500HD plug-in hybrid pick-up truck was developed by Dixon-based Efficient Drivetrains Inc. (EDI). The truck features an all-electric range of 30 miles and an additional 350 miles of extended range. It also features 50 kVA in exportable energy with the ability to power lights, tools, and other accessories when parked. The vehicle is expected to achieve 50-100 miles per gallon based on the drive cycle. Additionally, the truck's battery powers all onboard equipment such as heating and air conditioning, eliminating the need to idle the truck engine while parked.

Through the partnership, the fire department will use the truck for community outreach and events to raise awareness about topics such as safety, emergency preparedness, and electric vehicles. The fire department will also incorporate the truck into its fleet to demonstrate best practice and the benefits of this innovative vehicle.

FINANCIAL IMPACTS:

The total value of the truck is \$165,000. PG&E will provide service maintenance for the vehicle for three years or 36,000 miles, whichever comes first. Fuel costs will be nominal as the vehicle can be driven 30+ miles all electric range or 50-100 miles per gallon based on drive cycle when fully charged. This nominal cost can be absorbed within the Fire Department's operating budget.

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 Accepting an In-Kind Donation and authorizing the Fire Chief to execute an In-Kind Contribution Agreement
2. Attachment 2 – In-Kind Contribution Agreement

NOTIFICATION:

Pacific Gas & Electric Company

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 accepting an in-kind donation from Pacific Gas & Electric Company (PG&E) of a modified 2015 GMC 3500HD plug-in hybrid pick-up truck developed by Efficient Drivetrains, Inc. and authorizing the Fire Chief to execute an In-Kind Contribution Agreement.

RESOLUTION R2015-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NAPA, STATE OF CALIFORNIA, ACCEPTING AN IN-KIND
DONATION OF A MODIFIED 2015 GMC 3500HD PLUG-IN
HYBRID PICK-UP TRUCK DEVELOPED BY EFFICIENT
DRIVETRAINS, INC. AND AUTHORIZING THE FIRE CHIEF
TO EXECUTE AN IN-KIND CONTRIBUTION AGREEMENT

WHEREAS, Pacific Gas and Electric Company (PG&E) has started a new initiative to support increased collaboration with first responders and emergency officials; and

WHEREAS, PG&E plans to donate a series of plug-in hybrid pick-up trucks and the associated charging infrastructure to local fire departments in their service area; and

WHEREAS, PG&E has approached the City of Napa Fire Department about donating the first of these innovative trucks for use at community outreach events to raise awareness about safety, emergency preparedness, and electric vehicles; and

WHEREAS, PG&E and the Napa Communities Firewise Foundation have entered into an agreement to provide for the associated charging infrastructure; 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 accepts the in-kind donation from PG&E of a modified 2015 GMC 3500HD plug-in hybrid pick-up truck developed by Efficient Drivetrains, Inc.
3. The City Council hereby authorizes the Fire Chief to execute an In-Kind Contribution Agreement with PG&E
4. 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 18th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to form:

Michael W. Barrett
City Attorney



Pacific Gas and Electric Company
77 Beale Street, P.O. Box 770000
San Francisco, CA 94177

August 18, 2015

City of Napa
Fire Department
1539 First Street
Napa, CA 94559

Dear Chief Randolph:

This Letter Agreement ("Letter") is entered into between and among Pacific Gas and Electric Company ("PG&E") and the City of Napa for PG&E's Electric Vehicle Truck Donation Program ("Program") and is effective upon the date of execution of this Letter by the parties.

Attachment A, Terms and Conditions for In-Kind Contribution of Personal Property; Attachment A-1 Article Description; Attachment B, Donee W-9 Form; and Attachment C, Vehicle Warranty, Service and Maintenance are hereby included via reference.

1. Under this agreement, PG&E agrees to the following roles and responsibilities:
 - a. Donation of Vehicle. PG&E will make an in-kind donation of one (1) plug-in hybrid pick-up truck developed by Efficient Drivetrains, Inc., a local electric vehicle manufacturer.
 - b. Warranty, Service and Maintenance: PG&E's in-kind donation will include vehicle warranty, service and maintenance by Efficient Drivetrains, Inc. for three (3) years or 36,000 miles, whichever comes first, as described in Attachment C.
2. Under this agreement, the City of Napa agrees to the following roles and responsibilities:
 - a. Community Outreach. The Napa City Fire Department will use the truck for community outreach and events to raise awareness on topics such as public safety, emergency preparedness, and electric vehicles.
 - b. Use of Truck. The Napa City Fire Department will incorporate the truck into its fleet to demonstrate best practice and the benefits of this innovative vehicle.

PG&E and the City of Napa recognize that we will continue to further define our relationship and the possibility of participating together in public events and opportunities to bring visibility to the Program.

PACIFIC GAS AND ELECTRIC COMPANY

By _____ Date _____
Ezra C. Garrett, Vice President,
Community Relations & Chief Sustainability Officer – PG&E

CITY OF NAPA

By _____ Date _____
Mike Randolph, Fire Chief
Napa City Fire Department

ATTACHMENT A

**TERMS AND CONDITIONS FOR IN-KIND CONTRIBUTIONS
OF PERSONAL PROPERTY**

1. DEFINITIONS

- 1.1 “Donor:” Pacific Gas and Electric Company, with headquarters at P.O. Box 770000, 77 Beale Street, San Francisco, California 94177.
- 1.2 “Recipient:” The non-profit organization, government agency, or school named below which will be receiving the donated Article(s).
- 1.3 “Article(s):” The items of property being donated to Recipient and listed on Attachment A-1 to this agreement, attached hereto and incorporated herein.
- 1.4 “Warranties.” All express warranties given to Donor by any manufacturer or seller of the Article(s).

2. NO WARRANTIES / LIMIT OF LIABILITY

- 2.1 The Article(s) are donated by Donor “AS IS” and ”WITH ALL FAULTS.” Donor makes no guarantee, warranty or representation, express or implied, as to the Article(s). The entire risk as to the quality and performance of the Article(s) is with the Recipient. Should the Article(s) prove defective following receipt, the Recipient and not the Donor assumes the entire cost of all necessary servicing or repair. DONOR DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND RECIPIENT AGREES THAT THE ARTICLE(S) ARE RECEIVED AS IS AND WITH ALL FAULTS. Notwithstanding the above, Donor hereby assigns to Recipient, on a non-exclusive basis, all of Donor’s right, title and interest in and to the Warranties, to the extent same are assignable, subject to these terms and conditions.
- 2.2 Recipient hereby releases and will indemnify and hold harmless Donor, its employees, officers, and agents, from and against any and all losses, expenses, demands and claims connected to or resulting from injury to or death of any persons, or injury to property, except to the extent caused by the gross negligence or willful misconduct of Donor, its employees, officers, and agents.
- 2.3 IN NO EVENT SHALL DONOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

3. HAZARDOUS MATERIALS

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." Donor uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in receiving the Article(s) under this agreement, Recipient, its clients, employees and agents may be exposed to chemicals on the Governor's list. Recipient is responsible for notifying its clients, employees and agents that use of the Article(s) may result in exposures to chemicals on the Governor's list.

4. DELIVERY

- 4.1. The Article(s) will be available for Recipient to pick up at Donor's location identified on Attachment A-1 ("Place of Delivery"), unless alternate arrangements are specified on such attachment. Recipient is responsible for transporting the Article(s) from the Place of Delivery at Recipient's cost and expense.
- 4.2 Title to and risk of loss of all donated Article(s) passes to Recipient when the Article(s) are loaded into Recipient's car or truck, or that of a common carrier, at the Place of Delivery. If the Article(s) include a vehicle, title to and risk of loss to the vehicle passes to Recipient upon delivery to Recipient of the ownership papers and the keys to the vehicle at the Place of Delivery.

5. GENERAL

- 5.1 If requested by Donor, Recipient agrees to remove any and all trademarks, labels, distinctive markings and designs identifying Donor which may appear on the Article(s) or on the packaging material at the time of delivery.
- 5.2 If this contribution is contingent upon Recipient performing dismantling or other work on property owned or controlled by Donor, Recipient agrees to execute a supplementary agreement or contract expressly covering such dismantling or other work.
- 5.3 If the Article(s) include a vehicle, Recipient hereby agrees to adequately and properly insure the vehicle. In addition, Recipient acknowledges Donor's recommendation that Recipient perform its own safety inspection of the vehicle.

- 5.4 This agreement shall be governed by and interpreted in accordance with the laws of California, except for any choice of law rules that direct the application of the laws of another jurisdiction.

6. PURPOSE

By signing this agreement, (a) Recipient confirms that this donation will be used only for charitable, educational or other community service purposes. The donation will not be used to promote or oppose the election of any candidate for any office, or to personally benefit any elected official, or to promote or defeat any ballot measure. As such, Donor will not disclose this donation on any campaign or lobby report; and (b) Recipient warrants and represents that it is a (check one):

- ☐ Organization described in section 501(c)(3) of the Internal Revenue Code
- ☒ Federal, state or local government agency
- ☐ School
- ☐ Business-related or other form of nonprofit organization, such as a chamber of commerce or economic development association.

Donor:
PACIFIC GAS AND ELECTRIC
COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

Date Signed: _____, 2015

Recipient:

CITY OF NAPA:

(Signature)

Mike Randolph, Fire Chief
(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 W. Barrett, City Attorney
(Type name and title)

Budget Code: N/A

Date Signed: _____, 2015

ATTACHMENT A-1

The Article(s) will be delivered to Recipient by August 24, 2015 at the following address:

Napa Fire Department
1539 First Street
Napa, California 94559

The following Article(s) are being donated:

☒ Vehicle

<u>2015</u>	<u>GMC</u>	<u>Sierra 3500 4WD EXT CAB, WHITE</u>
Year	Manufacturer	Model and color

Vehicle License:	<u>CA</u>	<u>04425V1</u>
	State	License Number

VIN: 1GT522C80FZ501018

☐ Check here for additional vehicles and attach description.

☐ Other property – describe:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Napa

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ Other (see instructions) ▶ **Local City Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **2**
Exemption from FATCA reporting code (if any) **B**
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 660

6 City, state, and ZIP code
Napa, CA 94559-0660

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest, you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** _____

Date ▶ 5/20/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

(tuition) 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT C

VEHICLE WARRANTY, SERVICE AND MAINTENANCE

As part of Pacific Gas and Electric Company's (PG&E) donation of the plug-in hybrid pick-up truck described in Attachment A-1, Efficient Drivetrains, Inc will include vehicle warranty, service and maintenance under these terms:

- Bumper to bumper vehicle warranty for three (3) years from transfer of ownership to the City of Napa, or 36,000 miles from initial mileage upon transfer of ownership to the City of Napa, whichever comes first, and
- Vehicle service plan for three (3) years from transfer of ownership to the City of Napa, or 36,000 miles from initial mileage upon transfer of ownership to the City of Napa, whichever comes first. This service plan includes parts and labor required to perform regular maintenance on the vehicle. This service plan excludes wear and tear items.

These vehicle warranty, service and maintenance terms are effective upon the date of transfer of this vehicle from PG&E to the City of Napa.

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 5.F.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Nancy Weiss, Assistant City Manager

Prepared by: Desiree Brun, Assistant to the City Manager

Subject: Napa City Firefighters' Association Memorandum of Understanding

ISSUE STATEMENT:

Adopt the Memorandum of Understanding between the City of Napa and the Napa City Firefighters' Association (NCFA).

DISCUSSION:

In March 2015, the City of Napa and NCFA began negotiations on a new Memorandum of Understanding (MOU) for the period July 1, 2015 through June 30, 2017. The City and NCFA reached a Tentative Agreement on a Successor MOU, which was ratified on June 9, 2015 by NCFA and adopted by Council on June 16, 2015. The major terms of that agreement are as follows:

--Increases to salary of 3.00% to be effective with the pay period beginning on 7/04/15 and 2.75% to be effective with the pay period beginning 7/02/16.

--Effective July 1, 2015, the City will contribute on a monthly basis an amount either equal to 85% of FY15-16 Kaiser HMO premiums, or a monthly amount of \$675 (employee only), \$1,350 (employee plus one) or \$1,795 (family), whichever is greater.

--Adjusted the PERS cost share contributions for members in the second and third tier retirement formulas and retained the additional PERS contribution.

--Includes staffing language that provides flexibility of Paramedic staffing on fire response vehicles

--Compensatory Time Off (CTO) accrual capped at a maximum of 144 hours per calendar year. Members no longer have the ability to continuously use and accrue CTO.

FINANCIAL IMPACTS:

The Proposed FY2015-17 Budget includes assumptions, based on the Long Term Financial Plan, for salaries and benefits for City employees. The total cost of the

Tentative Agreement package for NCFA is approximately \$583,000. These costs have already been incorporated into the Proposed FY2015-17 Budget.

CEQA:

The City Manager has determined that the Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15378.

DOCUMENTS ATTACHED:

Attachment 1: Memorandum of Understanding between the City of Napa and the Napa City Firefighters' Association.

NOTIFICATION:

Napa City Firefighters' Association

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 Memorandum of Understanding between the City of Napa and the Napa City Firefighters Association, and authorize the Assistant City Manager to execute the MOU on behalf of the City.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF NAPA

and

NAPA CITY FIREFIGHTERS ASSOCIATION

IAFF, LOCAL 3124, AFL-CIO

for July 1, 2015 through June 30, 2017

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The City of Napa (City) recognizes the Napa City Firefighters Association, International Association of Fire Fighters, Local 3124, AFL-CIO (NCFA or Association) as the exclusive representative and bargaining agent for all Fire Department employees in the Firefighter, Firefighter/Paramedic and Fire Captain classifications. The City agrees to meet and confer with the designated representatives of the Association on all matters subject to meet and confer pursuant to the Meyers-Milias-Brown Act (Government Code section 3500 *et seq.*). As a result of meet-and-confer sessions, the City and NCFA have agreed to the following:

Section 1. Definitions

"Association" shall mean the Napa City Firefighters Association, IAFF Local 3124, AFL-CIO; which may also be referred to herein as "NCFA," or "union."

"Department Safety Committee" shall mean the group of City of Napa Fire Department employees designated by the Fire Chief and members designated by the Association President to review and make recommendations regarding safety issues.

"Fire Chief" shall mean the City of Napa Fire Chief or his/her designee; who may also be referred to herein as "Chief," "Fire Department," "Department," "Fire Administration," or "Administration."

"Member" shall mean an employee in a classification of Firefighter, Firefighter/Paramedic, or Fire Captain, who is a member of the Napa City Firefighters Association.

"MOU" shall mean this Memorandum of Understanding, which may also be referred to herein as "Agreement."

"SOP" shall mean the Napa Fire Department Standard Operating Procedures approved by the Fire Chief; which may be referred to herein as "Standard Operating Procedures" or "Fire Department Procedures."

"SOP Committee" shall mean the group of City of Napa Fire Department employees designated by the Fire Chief and members designated by the Association President to review and make recommendations regarding proposed changes to the SOP.

Section 2. Term

The term of this Memorandum of Understanding shall be July 1, 2015 through June 30, 2017.

Section 3. Compensation

3.1 Base Salaries and Total Compensation

The base salaries for members are set forth in Exhibit "A" which is attached hereto and made part of this Memorandum of Understanding. Exhibit "A" includes members' base salaries as of July 4, 2015.

During the term of this MOU, salary increases will be effective with the pay periods beginning on the dates outlined below:

7/04/15 = 3.00%

7/02/16 = 2.75%

If during the term of this Memorandum, the City reaches an agreement with any other bargaining group which has a net impact in terms of changes to wages and benefits which exceeds the net impact in terms of changes to wages and benefits provided under this agreement, NCFA shall receive an equivalent benefit which shall be negotiated by the parties.

- 3.2 The base salary of members in the Firefighter/Paramedic classification shall be ten percent (10%) greater than the base salary in the Firefighter classification. The base salary for Fire Captain shall be ten percent (10%) greater than the base salary in the Firefighter/Paramedic classification.
- 3.3 Survey Agencies/Survey Methodology
- (a) It is the intent of the City to maintain salaries and benefits at a level that attracts and retains quality employees. The parties agree that surveys of the wages and benefits of Firefighters performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal for the members.
 - (b) The City and Association agree that the following survey agencies constitute a reasonable universe for future wage and benefit surveys for the members: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, Santa Rosa, Vacaville, and Vallejo.
 - (c) The City and Association agree that the following data points constitute a reasonable basis for determining total compensation for employees performing comparable work for comparable agencies:
 - (1) Direct Pays:
 - Top-step monthly salary
 - Employee PERS contribution paid by Employer
 - Employer contribution to deferred compensation, including to Health Reimbursement Arrangements (HRAs)
 - Educational incentives and certificate pay
 - EMT Pay
 - Holiday pay
 - Uniform allowance
 - (2) Longevity Pays:
 - If the EMT pay has a longevity component, the benefit for a fifteen year veteran of the agency shall be the amount used.
 - Longevity pay (equal to the benefit for an employee with fifteen (15) years of service).
 - (3) Health and Welfare Benefit Costs (Maximum provided by the agency):
 - Medical
 - Dental
 - Vision
 - (4) Life insurance premium.

Surveys performed on these data points will be informational only and will be used to inform future salary negotiations to keep salaries competitive. Nothing in this section is intended to create a compensation formula applicable to future negotiations.

- 3.4 The term of the "A 1" Step shall be six (6) months. The term of the "A 2" step shall be six (6) months. The term of the remaining steps shall be one year.

3.5 Specialty Pay

Members assigned to the specialty assignments listed below shall receive additional compensation in the amounts listed below for the duration of the assignment.

Assignment

Apparatus Specialist	Three percent (3.0%) of member's monthly base salary
Shift Fire Investigator (up to two positions per shift)	Two percent (2.0%) of member's monthly base salary
Hazardous Material Team	Four percent (4.0%) of member's monthly base salary

- 3.6 Such specialty pay shall be in addition to, but not part of, base pay, and shall be limited to the member's period of such assignment.

3.7 40 Hour Assignments

Effective July 1, 2008, the City agrees to provide 40-hour assignment pay of seven percent (7.0%) of the member's base monthly salary to members assigned to a forty-hour work week to perform their duties. This pay also applies to long-term assignments of at least ninety (90) days; however, the pay is limited to the term of such assignment. This pay does not apply to members who are placed on light duty.

3.8 Bilingual Pay

The City agrees to administer a bilingual (Spanish) proficiency examination and to certify members who pass the proficiency examination. Bilingual-certified members may bid for designated positions in order of department seniority. Members may be designated by the Fire Chief to receive bilingual pay and will receive such pay. The Fire Chief may require that members receiving the differential pay be reviewed every three (3) years. The member will receive a bilingual pay differential of two percent (2%) of the member's monthly base salary for the duration of the assignment.

- 3.9 The Apparatus Specialist assignment premium and the 40-Hour assignment premium are compensation earnable for administrative work assigned routinely and consistently which qualifies as special assignment pay under the Fire Staff Premium, in conformance with Title 2 of the California Code of Regulations sections 571(a) and (b) and/or successors thereto. The Bilingual Pay premium, the Shift Fire Investigator, and the Hazardous Material Team premiums are also compensation earnable for special assignments which qualify for special assignment pay in conformance with Title 2 of the California Code of Regulations sections 571(a) and (b) and/or successors thereto.

Section 4. Overtime

For purposes of computing Fair Labor Standards Act (FLSA) overtime, upon implementation of the bi-weekly pay cycle, the City shall use a twenty-eight (28) day work cycle as defined in the FLSA.

Administration of overtime shall be governed by Napa Fire Department Standard Operating Procedures, S.O.P. No. 401.09. The City agrees to compensate all members for all overtime worked, whether emergency or non-emergency, as follows:

- 4.1 For hours worked that constitute overtime under the FLSA, overtime pay shall be granted in accordance with the FLSA.
- 4.2 For hours worked that do not constitute overtime under the FLSA but constitute overtime under this MOU or any City ordinance, policy or regulation, the City shall compensate the member with overtime pay or compensatory time off (CTO) at a rate of one and one-half (1-1/2) times the base salary, on the following basis:
 - (a) For all members assigned to a fifty-six (56) hour work week, overtime pay shall equal one and one-half (1-1/2) times the base salary computed at the fifty-six (56) hour rate.
 - (b) For all members assigned to a forty (40) hour work week, one and one-half (1-1/2) times the base salary computed at the forty (40) hour rate.
- 4.3 Members may earn compensatory time off (CTO) in lieu of payment for overtime consistent with the following:
 - (a) Members may earn CTO at the rate of one and one-half (1½) hours of CTO for each overtime hour worked. For example, if an individual works a full twenty-four (24) hour overtime shift, he or she may elect to earn: (1) overtime at time and one-half, (2) thirty-six (36) hours of CTO for working that shift, or (3) a combination of overtime and CTO.
 - (b) Effective with the pay period beginning December 19, 2015, members assigned to a fifty-six (56) hour workweek may earn up to a maximum of one hundred forty-four (144) hours of CTO in a calendar year. Once a member reaches the one hundred forty-four (144) hour cap for the calendar year any subsequent overtime hours worked will be on a payment only basis. Members shall not have the ability to continuously use and accrue up to the 144 hours during the calendar year.

For the pay period beginning July 4, 2015 through the pay period ending December 18, 2015, the maximum CTO accrual will be 72 hours, prorated consistent with the effective date of this MOU.
 - (c) Members assigned to forty (40) hour workweek may accrue up to a maximum of one hundred (100) hours of CTO. Any member who has accrued more than one hundred (100) hours of CTO must use CTO to reduce their CTO bank below one hundred (100) hours before he or she can earn additional CTO.
 - (d) All remaining CTO hours as of December 31 of each calendar year or upon promotion, shall be paid off in the pay period containing December 31 or the pay period in which the promotion occurs.
 - (e) CTO shall be scheduled using the vacation scheduling SOP. CTO shall be used in minimum of one-half (1/2) hour increments.
- 4.4 Notwithstanding the foregoing, training shall be done during regular duty time when practicable. Attendance at training facilities and schools which is not required by the Napa Fire Department but which may incidentally improve the member's performance or prepare the member for advancement, will not be counted as hours worked, except for normally assigned working hours which occur during such training, even though the City may pay all or part of the cost for such

training. All such training will be considered voluntary under the provisions of the Fair Labor Standards Act and will require the member's written acknowledgment of that fact.

Section 5. Call Back

Members shall be subject to mandatory call backs initiated according to the Napa Fire Department Standard Operating Procedures, wherein off-duty members are ordered, under penalty of disciplinary action, to return to duty, as follows:

5.1 Emergency Recall

Whenever a member returns to duty from an off-duty status to supplement on-duty staffing during emergency incidents in conformance with Fire Department Procedures, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a three (3) hour minimum compensation for such call back. When more than one (1) such emergency recall occurs simultaneously or when another incident occurs, and returning members have not been released from the initial incident, those incidents shall be considered as a single call back event for purposes of determining minimum overtime compensation. When another incident occurs after returning members have been released from the initial incident, such additional incident shall be considered an additional call back event for purposes of determining minimum overtime compensation.

5.2 Unscheduled Overtime

Whenever a member is required to return to duty for non-emergency reasons (i.e. special training, program meetings, special projects, etc.) without adequate prior notice, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a three (3) hour minimum compensation for such call back. Adequate prior notice shall be defined as five (5) calendar days.

5.3 Scheduled Overtime

Whenever a member is required to return to duty for non-emergency reasons (i.e. special training, program meetings, special projects, etc.) with five (5) or more calendar days prior notice, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a one (1) hour minimum compensation for such call back.

5.4 Contiguous Overtime

Any overtime worked as an extension of a regular tour of duty shall not be considered call back and shall not be subject to the minimum compensation amounts provided above. Contiguous overtime is considered overtime worked either immediately prior to or immediately following the regular tour of duty.

5.5 Overtime Compensation

Except as provided above, overtime shall be computed in one-half (1/2) hour increments. For purposes of this Section only, once a member works sixteen (16) minutes or more he/she will be credited with an additional one-half (1/2) hour.

5.6 Voluntary Return

Off-duty members who voluntarily return to duty during an emergency according to Napa Fire Department Standard Operating Procedures shall receive a minimum of one (1) hour pay for

returning. Overtime compensation will begin upon the off-duty member's arrival at the prescribed work place.

Section 6. City Authority

NCFA agrees that all shift filling and overtime when ordered by the City is mandatory.

Section 7. OES Engine

Relative to the Agreement with the State of California on the OES Engine, the City agrees to the following:

- 7.1 Members required to respond to duty as a result of the OES Engine contract between the State of California and the City of Napa, will be paid by the City for all time actually worked after reporting to the station at his/her normal rate of pay, until they are relieved of their OES Engine responsibilities and have been released from duty.
- 7.2 The City of Napa reserves the right to assign members to OES Engine duty in accordance with Napa Fire Department S.O.P #403.11.
- 7.3 The City of Napa reserves the right to cancel the contract between the City and the State at any time without prior notice or approval or meeting and conferring between the City and NCFA.
- 7.4 If not otherwise provided herein, the City reserves all its management rights to operate and administer the OES Engine.

Section 8. Work Schedule

- 8.1 Members are assigned to one of two work schedules. Most members are assigned to a twenty-four (24) hour shift based on an average fifty-six (56) hour per week schedule. Other members are assigned to a forty (40) hour work week, consisting of four (4) ten (10) hour days per week, or five (5) eight (8) hour days per week, at the member's option.

8.2 Shift Assignment

The twenty-four (24) hour work shift (average fifty-six (56) hours per week) schedule consists of the "forty-eight-ninety-six" (48/96) format, with members working two (2) shifts in six (6) days, subject to the following:

- (a) At any time, if either NCFA or the Fire Chief believes that the 48/96 schedule has resulted in issues (such as fatigue) that compromise the safety of Fire Department personnel or members of the community, the issue shall be referred to the Department Safety Committee, which shall review the facts (including changes in accident rates since implementation of the schedule, and any other information it deems relevant) and report its findings to NCFA and the Fire Chief prior to any decision to revert back to a "three (3) on-four (4) off" work schedule. Upon review of the findings, if either NCFA or the Fire Chief determines that the issues in question are a result of the 48/96 work schedule, either party shall have the right, by providing written notice to the other party, to revert back to the three (3) on-four (4) off work schedule.
- (b) The parties understand that it may take three (3) to six (6) months to transition from the 48/96 schedule back to the three (3) on-four (4) off schedule. The length of the transition period will be at the discretion of the Fire Chief. In the event that the 48/96 schedule is terminated, Section 17.5 of this MOU shall be eliminated.

8.3 Forty (40) Hour Assignment

The forty (40) hour assignment shall consist of either four (4) ten (10) hour days per week (the workday commences at 0700 hours and concludes at 1730 hours with one-half (1/2) hour unpaid lunch period) or five (5) eight (8) hour days per week (the workday commences at 0800 hours with either a one-half (1/2) hour or one (1) hour unpaid lunch period). Exceptions to the above may be granted by mutual agreement of the supervisor and the member, with final approval by the Fire Chief.

8.4 Work and Holiday Schedule

- (a) Work Schedule. The officers should schedule "normal activities" from 0800 to 1700 hours. It shall continue to be the practice to schedule night drills, public education and any other Department-related activities as deemed necessary. When these activities occur outside the normal work schedule hours, the company officer shall make every effort to rearrange the schedule in order to conform to the daily work hours allotted for routine work.
- (b) Holiday Schedule. On City recognized holidays, the schedule shall be assigned by the Company Officer, with the concurrence of the Battalion Chief. Normally from 0800 to 1700 hours, members are expected to complete emergency readiness/preparedness, station maintenance and physical fitness.

8.5 Limited Duty

Member(s) assigned to a less strenuous work activity, due to illness or disability originating on or off the job, shall continue to receive the member's base salary and fringe benefits. Such less-strenuous activity shall be within the Fire Department and consistent with the needs of the Fire Department and recommendations of the member's physician.

8.6 Shift/Station Assignments

Shift and station assignments shall be in accordance with Napa Fire Department S.O.P. #401.16.

8.7 Modified Work Schedules for 40-Hour Members

The City agrees to consider implementing modified work schedules (i.e. 4-10, 9-80, flex time) for members assigned to a forty (40) hour work week, at the request of the member(s) or at the initiative of the City. Requests made by member(s) shall not be binding upon other member(s). Initiatives of the City shall not be used to alter a Monday-Friday workweek for those members who normally have that workweek. Modified work schedules are subject to the approval of the Fire Chief and the City Manager, with the needs of the City, service to the public and the needs of the member(s) being considered.

8.8 Staffing

The City does not anticipate reductions in current minimum staffing levels of sixteen (16) fire personnel on duty per day (15 members plus a qualified duty chief) and three (3) fire personnel per engine or truck company, and two (2) fire personnel per squad.

The current and anticipated minimum staffing levels on a daily basis are as follows:

	Current Staffing	Staffing at Opening of Fire Station 5	Staffing FY17-18
Total Personnel (includes one Battalion Chief)	16	17	18
Paramedics	5	6	
Captains (classified) (does not include Captain acting as Battalion Chief)	3*		

*The 3rd captain will be "hired" (on overtime), if it is required for minimum staffing purposes.

If reductions in these staffing levels are contemplated during the term of this Agreement, the City agrees to meet and confer on the impacts of staffing level changes.

8.9 Limited-Term Staffing

Except as provided in the Napa Fire Department's SOP, the City agrees that maintaining Fire Department minimum staffing shall be accomplished without the use of Extra Help ("Reserve") Appointees.

8.10 Proration of Benefits

Except as provided in Section 8.5 above, there shall be no proration of member benefits (i.e. the City cost of providing health and welfare insurance, vacation, sick leave, holidays, etc.) for members working fewer than twenty-four (24) hours per week.

Section 9. EMT Certification

Members shall maintain certification through the Department's "in-house" training program. The City shall continue to offer the "in-house" training program.

Section 10. Educational Incentive

The parties agree that the educational incentive program will be as follows:

- (a) Newly hired members shall not be entitled to receive educational incentive pay until they have successfully completed their probationary period.
- (b) For the purpose of computing unit credits, the following formula will be used:

Quarter Hours times 2 divided by 3 = Semester Hours

EXAMPLE: 3 Quarter Hours = 2 Semester Hours

Unit credits for Fire Service related studies are as follows:

8 Semester Hours = 1/2 Unit

18 Semester Hours = 1 Unit

36 Semester Hours = 2 Units

- (c) The City shall pay an educational incentive to each member who has demonstrated completion of a job related course of study for an approved major degree, which shall include Fire Science, Public Administration, Business Administration, or other such job-related course of study from an accredited institution of higher learning (accredited by the Western Association of Schools and Colleges and subject to the review and approval of the Fire Chief and City Manager). The amount of the educational incentive shall be one of the following:

30 semester units	\$75/month	or
AA Degree	\$139/month	or
BA Degree	\$172/month	

- 10.2 The City agrees to pay one hundred dollars (\$100.00) per month specialty pay to any member who successfully completes the State Fire Officer/Company Officer Certification program and receives certification. This pay is only available to those who have more than three (3) years experience as a paid Firefighter.
- 10.3 The City agrees to pay fifty dollars (\$50.00) per month specialty pay to any member who successfully completes the State Fire Chief Officer/Chief Fire Officer Certification program and receives certification. This pay shall be in addition to State Fire Officer Certification pay, and the member(s) must be in the position of Fire Captain.

Section 11. Firefighter/Paramedics

- 11.1 All new members hired as Firefighter/Paramedic, as well as current members requesting appointment to the Firefighter/Paramedic classification, must meet the minimum qualifications contained in the job description adopted by the City.
- 11.2 As a condition of continuing employment, all Firefighter/Paramedics must maintain current certification as specified in the job description. The City shall continue its previous practice of providing required ongoing training on training time and at City expense.
- 11.3 Once appointed to the position of Firefighter/Paramedic, a member may only voluntarily demote to Firefighter-EMT if a vacancy in that classification exists, and if the member meets the qualifications for the Firefighter position. (Promotions available as for other members.)
- 11.4 The Paramedic Contract Program has been discontinued. Members who were serving under Paramedic contracts shall have the following rights, duties and obligations:
- (a) All such members have been placed in the Firefighter/Paramedic job classification, and are subject to all requirements thereof with the specific exceptions listed herein.
 - (b) For so long as they serve continuously in the Firefighter/Paramedic job classification, all such members shall retain the right to voluntarily demote into the Firefighter classification, regardless of the existence of a vacancy in that classification.
 - (c) Such members who choose to voluntarily demote to the Firefighter classification as described in Paragraph 11(b) above shall be required to give at least six (6) months notice before exercising such option.
- 11.5 Paramedic Staffing
- (a) The term "Paramedic" refers to a Firefighter/Paramedic's or Fire Captain-receiving Paramedic Specialty Pay.

- (b) The City will normally maintain a ratio of one and one half (1.5:1) Paramedics to each Advanced Life Support (ALS) Unit. Example:

ALS Unit	Staffed Paramedic Positions
4	6
5	8
6	9
7	11
8	12

- 11.6 In the event any member Firefighter/Paramedic is promoted to the classification of Fire Captain and it is determined by the Fire Chief that the member is capable of serving in the dual role of Fire Captain/Paramedic, the Fire Chief may assign that member Fire Captain to perform the duties of a Paramedic in addition to his/her normal duties. This assignment can be discontinued at any time at the sole discretion of the Fire Chief.

If two or more Captains on any given shift qualify for the Fire Captain/Paramedic assignment, the Captain who is assigned to that shift, with the most seniority as a Paramedic shall be given first opportunity for the assignment. Seniority (defined as date of appointment as a Paramedic with the Napa Fire Department) will be utilized when determining financial compensation for Captain/Paramedic.

During those shifts when a Captain/Paramedic is specifically assigned to perform the duties of a Paramedic in addition to his/her normal duties, he/she shall receive additional compensation equal to ten percent (10%) of an "E" Step Firefighter's base salary per month. Captains who maintain their certification and are not assigned to cover one of the two Paramedics assigned to a Paramedic Engine may remain in the program at the Fire Chief's discretion, but will not receive additional compensation.

A Captain/Paramedic wishing to voluntarily forfeit his/her Paramedic certification shall notify the Fire Chief ninety (90) days prior to the expiration of his/her current Paramedic certificate and prior to re-certification. This notification can be waived by the Fire Chief.

Section 12. Uniform Allowance

- 12.1 Effective July 1, 2009, the City agrees to the following:

1. For members who work a fifty-six (56) hour work week the City shall pay an annual amount of \$663.90, to be divided and paid in equal amounts each pay period.

For members who work a forty (40) hour work week the City shall pay an annual amount of \$795.50, to be divided and paid in equal amounts each pay period.

2. The City will purchase and provide for new members, and all members shall maintain at a minimum the following uniform items:

- (a) Three (3) approved uniform shirts

- (b) Three (3) pair approved uniform slacks
- (c) One (1) approved uniform belt
- (d) One (1) pair approved station work boots
- (e) One (1) approved wildland work boots
- (f) One (1) approved uniform jacket
- (g) One (1) approved uniform cap
- (h) One (1) approved pair of workout shorts
- (i) Three (3) tee-shirts

Members hired after October 1, 2013 will receive the aforementioned uniform items, in lieu of any uniform allowance for the first year (26 pay periods) of employment. Members who do not complete probation are required, upon separation, to return all items issued.

- 12.2 The City agrees that it will replace, at no cost to the member, any of the items listed above if damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the member, as determined by the Fire Chief.
- 12.3 The City shall replace up to a maximum of Two Hundred Dollars (\$200.00) per item for any eyeglasses or watches damaged under the circumstances described above. The City shall not replace personal jewelry or other personal property.

Section 13. Patches

The City shall provide and maintain eight (8) uniform patches to all members required to wear uniform shirts and jackets.

Section 14. Holidays

The following listed holidays shall be recognized, entitling members to "Holiday Pay" as provided in Section 15 hereafter:

New Year's Day	Veterans Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Lincoln's Birthday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	
Labor Day	
Columbus Day	
Admissions Day	

The City will remain open for business on Lincoln's Birthday, Washington's Birthday, and Admissions day, and members assigned to a forty (40) hour work week are required to work on those days. Members assigned to a forty (40) hour work week who are required to work on a scheduled holiday will be allowed eight (8) hours of time off in lieu thereof as scheduled by mutual agreement with the Fire Chief within the same calendar year as the date of the holiday. The eight (8) hours provided

under this section must be used as a day off with pay, and the members will not be granted a day's pay in lieu of time off. Holiday time granted under this provision may not be carried over into a succeeding calendar year if not used during the calendar year granted.

Section 15. Holiday Pay

The City will continue the practice of allowing holiday time off for members assigned to a forty (40) hour work week and requiring work on holidays for members assigned to a fifty-six (56) hour work week who will receive holiday pay at the rate of eight (8) hours pay for each of the above designated holidays. Said eight (8) hours shall be paid on the pay check covering the period in which the holiday occurs and at a rate adjusted to reflect the rate for members assigned to a forty (40) hour work week.

Members working a forty (40) hour work week who are assigned to a 4/10 schedule are required to use two (2) hours of either vacation or CTO on holidays to receive full pay for a holiday which falls on their regularly scheduled workday.

When a holiday falls on a regular day off, the member will take a separate day off within thirty (30) days of the holiday that is mutually agreed upon by the member's supervisor.

Section 16. Substitute Work

It is agreed that members may substitute for each other in working scheduled shifts, so long as members being substituted are fully qualified to perform the work. Such qualifications shall be established by the Fire Chief. Such substitutions are voluntary exchanges between members with repayment to be the obligation of the members involved. If the City incurs liability for overtime or any additional personnel cost on the day of an unfulfilled work substitution, the member who failed to work the substituted shift may, at the discretion of the Fire Chief, be prohibited from work substitution for one (1) year. Nothing herein shall prevent a member from making arrangements for a qualified third member to effect the repayment.

Section 17. Vacation

17.1 Vacation shall be accrued as follows:

<u>Years of Service</u>	<u>56-Hour Yearly Hours/Shifts</u>	<u>40-Hour Yearly Hours</u>
0-4	120/5	85.71
5-9	192/8	137.14
10-12	216/9	154.28
13-16	240/10	171.43
17-19	264/11	188.57
20+	288/12	205.71

17.2 The maximum amounts of vacation that may be accrued and carried forward are as follows:

Members assigned to a forty (40) hour work week	248 hours maximum
Members assigned to a Fifty-six (56) hour work week	360 hours maximum

When a member moves from a forty (40) hour work week to a fifty-six (56) hour work week or from a fifty-six (56) hour work week assignment to a forty (40) hour work week assignment, the conversion factor for vacation balance shall be as follows:

- a. 40-hour member to 56-hour member = $56/40 = 1.40$ conversion factor
Example: 200 hours of vacation (40-hour member) = $200 \times 1.4 = 280$ hours of vacation (56-hour member)
 - b. 56-hour member to 40-hour member = $40/56 = .714285714$ conversion factor
Example: 280 hours of vacation (56-hour member) = $280 \times .714285714 = 200$ hours of vacation (40-hour member)
- 17.3 For special purposes, the City Manager may approve up to an additional forty (40) hours vacation carry forward for members assigned to a forty (40) hour work week and up to an additional fifty-six (56) hours for members assigned to a fifty-six (56) hour work week.
- 17.4 The number of members assigned to a fifty-six (56) hour work week who may be on vacation at the same time shall not exceed three (3) per shift. Notwithstanding this limitation, if 3 vacation slots are filled (i.e., vacation has been approved for 3 members on the same shift) at the time an FMLA leave request is authorized for another member (using accrued vacation hours) on the same shift, the FMLA leave will not count as one of the 3 vacation slots. If, at the time a request for FMLA leave is authorized (using accrued vacation hours), and less than 3 vacation slots are filled, the FMLA leave request shall be counted as one of the 3 vacation slots for that shift. Vacation scheduling shall be in accordance with Napa Fire Department S.O.P. 401.19.
- 17.5 Vacation shall be scheduled in increments of at least three (3) contiguous hours in duration.
- (a) This limitation shall not apply when vacation is scheduled contiguous with the beginning or ending of a member's shift
 - (b) This limitation shall not apply when the absence will not result in overtime. The assessment of whether an absence of fewer than three (3) hours will result in overtime shall be made by the Fire Chief on the morning of the scheduled leave. Any leave granted pursuant to this exception shall be granted on a first-come, first-served basis unless the parties agree to a different system.

Section 18. Out of Class Pay

Members assigned by the Fire Chief, to perform responsibilities of a higher class shall receive out-of-class pay.

- 18.1 Provisional or Interim Appointments: When a vacancy exists which is filled on a provisional basis (in the absence of a valid eligibility list) or on an interim basis (in the presence of a valid eligibility list) pending permanent appointment, the member acting in such higher class shall be paid on the Range of the vacant position on the lowest step which will result in at least a five percent (5%) increase in base salary over the member's regular rate of base salary.
- 18.2 Temporary Assignments: Effective July 1, 2009, when a member is assigned on an acting basis to a position in a higher class (e.g., to replace another member on leave of absence), acting pay shall be calculated at five percent (5%) above the member's regular base rate of pay. All compensation begins with the first hour worked. The procedure for paying out-of-class pay shall be in the same manner as overtime.

Section 19. Dues Deduction

The City agrees to continue to deduct NCFA regular dues from the salary of each member who shall have authorized such deductions in writing on a form prescribed by the City. Such deductions shall be made on a monthly basis and remitted to the NCFA monthly.

Section 20. Insurance

- 20.1 The City provides the following health care plans: (1) Kaiser HMO and (2) Western Health Advantage. The City reserves the right at any time during the term of this Memorandum of Understanding to change its health insurance carriers and the City will make every effort to notify the NCFA in advance of such change; provided, however, that the benefits of any new health insurance plan shall be substantially equivalent to the benefits of the plan being replaced. If substantially equivalent benefits are not possible, the City agrees to meet and confer in advance with the NCFA regarding a replacement health insurance plan.
- 20.2 Effective July 1, 2015, for Members enrolled in a City medical plan, the City will contribute either eighty-five percent (85%) of the Kaiser HMO monthly premium, or the following amounts, whichever is greater, based on the Member's enrollment status:

Employee only	\$ 675.00
Employee plus one	\$1,350.00
Family	\$1,795.00

Members will contribute on a payroll deduction basis the amount of medical premium, if any, that exceeds the City's contributions to medical.

In the event that the City's aforementioned medical contribution caps exceed the Kaiser HMO monthly premium, the City's medical contribution will not exceed the actual Kaiser HMO monthly premium for which the member is eligible, based on enrollment status.

- 20.3 The City will pay the premium for life insurance up to a maximum of \$50,000 up to age 70 during the period of employment of each member. Active members shall be entitled to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum amount of \$250,000.

When a member retires, he/she shall not be entitled to payment of the premium for said insurance policy by the City after retirement. However, any such member shall be entitled to convert all or any portion of said insurance policy at the then existing individual premium rate. Retired members shall be entitled to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum amount of \$50,000.

Members hired on or before June 30, 1984, shall be eligible for a City-paid life insurance policy in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon retirement, to age seventy (70). Members hired on or after July 1, 1984, shall not be entitled to this benefit. The City reserves the right to obtain an insurance policy for this purpose from an insurance carrier of its choice, or to self-fund this policy.

- 20.4 The City will place in a separate actuarial pool all retiree life insurance premiums, regardless of who is paying the premium.
- 20.5 Effective July 1, 1986, the City shall no longer deduct premiums for those who elect to participate in the "Combined Insurance Program." Members who choose to continue with the Program shall be billed directly at their residences.

20.6 Effective July 1, 2014, the City will contribute the following monthly amounts for dental benefits:

Employee only	\$ 52.85
Employee plus one	\$ 89.86
Family	\$137.43

The City will continue to offer coverage under the plan known as "Delta Care" as an alternative dental plan. Members will contribute on a payroll deduction basis the amount of dental premium, if any, that exceeds the City's contribution to dental.

20.7 In lieu of coverage under a health plan provided by the City, a member who provides proof of coverage comparable to that provided by the City through a spouse or other source will be paid a health-in-lieu payment by the City as described in subsections a and b below. Such payment will be either in cash or into the member's deferred compensation plan, at the member's option. The member must complete a form provided by the City's Finance Department. Reenrollment in a plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e., death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirements of the health plan provider.

a. For members receiving health-in-lieu on June 30, 2013, the City contribution for health-in-lieu coverage will be set as follows:

Health-in-lieu – Employee only	\$ 562.00
Health-in-lieu – Employee plus one	\$ 562.00
Health-in-lieu – Family	\$ 726.04

In the event a member receiving health-in-lieu coverage at the rates described in 20.7(a) opts to enroll in a City medical plan, that member, upon returning to health-in-lieu coverage, will be subject to the health-in-lieu amount provided for members as described in Section 20.7(b).

b. For members who first began receiving health-in-lieu on or after July 1, 2013, the City's contribution for health-in-lieu shall be five hundred dollars (\$500.00) per month.

20.8 The City will offer the provisions of Internal Revenue Code (IRC) sections 125 and 129, allowing payment of certain dependent and health care expenses on a pre-tax basis.

20.9 NCFA will participate in a Labor-Management Committee, for the purpose of soliciting input for plan design and other plan options for the City's medical and dental plans. The committee shall be comprised of representatives from bargaining groups and management; committee meetings shall be held at a minimum on a quarterly basis; and the committee shall make recommendations to management for consideration and implementation.

Section 21. Deferred Compensation

A Deferred Compensation Plan is available to all members of NCFA. If a 457 Plan and Administrator are agreed upon by the City, at the City's option, the 457 Plan will additionally be offered to all members of NCFA.

Section 22. Retirement

22.1 The City has amended or shall amend its contract with the California Public Employees' Retirement System (PERS) to provide additional benefits for members as follows:

- (a) Effective September 25, 2001, the City shall provide the Indexed Level of the 1959 Survivors Benefit, pursuant to Government Code section 21574.
 - (b) Effective upon amendment of the PERS contract, members shall be entitled to convert unused accumulated sick leave to service credit under Government Code section 20965.
 - (c) Members hired before January 1, 1984, shall be entitled to retirement credit for military service pursuant to Government Code Section 21024. Members hired on or after January 1, 1984, shall not be entitled to retirement credit for military service pursuant to Government Code section 21024. (Effective 10/1/76, Reference MOU #3031, Section 5(c)).
 - (d) The City shall contract with CALPERS for the Military Service Credit as provided for under Government Code section 20996.
 - (e) Increase in non-job related disability benefits providing for thirty percent (30%) of the final compensation upon five (5) years of service with improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%) as provided for under Government Code section 21427. (Effective 5/18/77, Reference MOU #3031, Section 5b.)
 - (f) The City shall contract with CALPERS for the "three percent (3%) at age 50" retirement plan as provided for under Government Code section 21362.2.
 - (g) Increase in monthly allowance; retirements or deaths prior to 7/1/74 (3-15%) pursuant to Government Code section 21325. (Effective 12/1/80).
 - (h) The City shall contract with CALPERS for the single-highest year retirement benefit as provided for under Government Code section 20024.
 - (i) For members hired on or after August 1, 2012, who do not meet the definition of "new employees," as defined by the Public Employees' Retirement System (PERS) shall be subject to the "three percent (3%) at age 55" retirement plan as specified in Government Code Section 21362, with a three-year average on final compensation as provided by Government Code Section 20037.
 - (j) For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57 formula, highest three years. Employees will pay the full employee contribution required by the Public Employees Retirement Act of 2013 (PEPRA)(50% of the Normal Cost of the benefit).
- 22.2 The member shall pay his/her required contribution using the IRC section 414 (h)(2) provision.
- 22.3 Through the term of this MOU, if the City's PERS contribution rate exceeds fourteen percent (14%), the member and the City shall share equally such excess rate, up to nineteen percent (19%) ("Cost Share Percentage").
- (a) The member will pay fifty percent (50%) of such excess cost. The maximum Cost Share Percentage shall be 2.5%. The City will pay the full cost of the Employer rate up to fourteen percent (14%) and over nineteen percent (19%).
 - (b) The City's contribution to health insurance under MOU section 20.2 shall be reduced by an amount equal to the Cost Share Percentage multiplied by the member's PERSable compensation. The member's contribution to health insurance shall increase by the same

amount ("Cost Share Contribution"). For example, if the Cost Share Percentage were 2.5% and a member's monthly PERSable compensation were \$10,000, the City's contribution would be reduced by \$250 and the member contribution would be increased by \$250.

- (c) In the event that the Cost Share Contribution for an individual member exceeds the amount of the City's contribution to health insurance for the member, the balance of the reduction shall be taken from the City contribution to other health and welfare insurances in the following order: Dental and Life Insurance. The member contribution shall be a payroll deduction made on a pre-tax basis through the City's IRC section 125 plan.
- (d) In the event that the Cost Share Contribution exceeds the amount of the City's contribution to all insurances, the balance of the Cost Share Contribution shall be made through a separate payroll deduction.
- (e) The amount of the reduction in employer contribution to health or other insurances shall not be considered for purposes of any compensation survey performed pursuant to the MOU. In other words, the City contribution toward health insurance shall be considered to include the reduction based on the Cost Share Percentage (in the example above, the City maximum contribution to health insurance shall be deemed to include the \$250 deduction).
- (f) The Cost Share Percentage shall be adjusted up or down based on the City's CalPERS contribution rate as determined by CalPERS. The City shall provide NCFA with a copy of the annual actuarial valuation provided by CalPERS and any other correspondence from CalPERS directly relating to the CalPERS contract covering members within five (5) business days of receipt.
- (g) Effective the pay period beginning July 4, 2015, current and future members shall pay the additional cost share amounts as shown in the table below:

Retirement Tier	PERS Plan	Pre-Tax Required Employee Contribution	Pre-Tax Cost Share	Total Cost Share
1	3.0% @ 50	9%	5.5%	14.50%
2	3.0% @ 55	9%	4.0%	13.00%
3	2.7% @ 57	11.25%	3.0%	14.25%

Section 23. Jury Duty

- 23.1 The City shall provide members covered by this Agreement jury duty pay when awaiting or are impaneled to serve as a juror. The City shall pay such members for the time lost during his/her shift for such jury duty.
- 23.2 It shall be the responsibility of the member claiming jury duty pay to furnish documentation, or evidence, of jury duty satisfactory to the City. Members released from jury duty shall promptly return to work, unless excused by the City, or the courts.
- 23.3 To be entitled to jury duty compensation, the member must notify the City, in advance, of his/her duty to perform jury service.
- 23.4 Jury pay received during member's scheduled work hours shall be remitted to the City.

- 23.5 While impaneled as a juror, the member shall be required to report to duty in order to fill the remaining shift hours.
- 23.6 Upon release from jury responsibility, the member shall be required to return to duty if so assigned.

Section 24. Sick Leave

Members shall accrue sick leave at the following rates:

Members assigned to a forty (40) hour work week	96 hours per year
Members assigned to a fifty-six (56) hour work week	134.40 hours per year

When a member moves from a forty (40) hour work week to a fifty-six (56) hour work week or from a fifty-six (56) hour work week assignment to a forty (40) hour work week assignment, the conversion factor for sick leave balance shall be as follows:

- c. 40-hour member to 56-hour member = $56/40 = 1.40$ conversion factor
 Example: 200 hours of sick leave (40-hour member) = $200 \times 1.4 = 280$ hours of sick leave (56-hour member)
- d. 56-hour member to 40-hour member = $40/56 = .714285714$ conversion factor
 Example: 280 hours of sick leave (56-hour member) = $280 \times .714285714 = 200$ hours of sick leave (40-hour member)

Members hired before August 1, 1982 shall be permitted to convert all unused sick leave as described herein.

- 24.1 Members hired after August 1, 1982, shall not be permitted to convert more than the equivalent of one hundred eighty (180) days of unused sick leave to paid up insurance, as described hereinafter. For all members who were employed as of July 1, 2008, and are projected to retire (based on reaching the sooner of thirty (30) years of service or age fifty-five (55) on or before June 30, 2019), the City agrees to give the member the one-time irrevocable option (upon implementation of the Health Reimbursement Arrangement contained herein) to continue the policy of allowing members to convert unused sick leave into single-party health insurance at the rate of one day for one month's premium, based upon a forty (40) hour week, so long as the amount contributed does not exceed actual premiums, or choose to convert sick leave as identified in the applicable Sections 24.3, 24.4, and 24.5.
- 24.2 As soon as possible after ratification of the MOU by the City Council, the City will create a Health Reimbursement Arrangement (HRA) for all members projected to retire after June 30, 2019.
- (a) The sick leave conversion to an HRA defined contribution is mandatory for all members who are projected to retire after June 30, 2019.
- (b) All retirement projections herein are based on reaching the sooner of thirty (30) years of service or age fifty-five (55). Prior years of service in another PERS agency shall count towards the thirty years of service.
- (c) Members projected to retire on or before June 30, 2019 must notify the City upon the creation of the HRA as to their one-time irrevocable decision to participate. Any members who fail to choose by the deadline will remain covered by the provisions of Sections 24.1 and 24.2.

- (d) The HRA is to be administered by a mutually-agreed-upon third-party administrator such as Bank of America or Nationwide.

24.3 Sick Leave Conversion to Health Reimbursement Arrangement (HRA)

(a) Initial Start-up Contribution

Upon implementation of the HRA, the City will contribute to each member's individual HRA an initial contribution for all participating members as follows:

- (1) The initial HRA contribution for members assigned to a fifty-six (56) hour workweek who have a minimum of 270 hours of accrued sick leave, shall be computed as follows: Sick leave balance as of thirty days prior to the implementation date of the plan, minus 270 hours, times fifty percent (50%), times the base salary of the member as of thirty days prior the implementation date of the plan. Each member's accrual balance shall be reduced by an equivalent amount of hours.

For Example, if a member has a base hourly salary of \$30.00/hour and has 570 hours of accrued sick leave thirty (30) days prior to the implementation of the HRA, 150 hours of his or her sick leave hours $((570-270)/2=150)$ will be converted to an HRA contribution in the amount of \$4,500 $(150 \times \$30.00 = 4,500)$. The member's sick leave balance will be reduced to 420 hours.

- (2) The initial HRA contribution for members assigned to a forty (40) hour workweek who have a minimum of 192 hours of accrued sick leave, shall be computed as follows: Sick leave balance as of thirty days prior to the implementation date of the plan, minus 192 hours, times fifty percent (50%), times the base salary of the member as of thirty days prior the implementation date of the plan. Each member's accrual balance shall be reduced by an equivalent amount of hours.

For Example, if a member has a base hourly salary of \$50.00/hour and has 492 hours of accrued sick leave thirty (30) days prior to the implementation of the HRA, 150 hours of his or her sick leave hours $((492-192)/2=150)$ will be converted to an HRA contribution in the amount of \$7,500 $(150 \times \$50.00 = 7,500)$. The member's sick leave balance will be reduced to 342 hours.

(b) Annual Sick Leave Conversion and Contribution

- (1) Members assigned to a fifty-six hour workweek – Must have a minimum of 270 hours to qualify for the annual conversion as of December 31st of the previous year.
- (i) For members who are projected to retire between July 1, 2009 and June 30, 2029, the contribution amount shall be computed as follows: Total hours of unused sick leave for that year, minus 48, times the member's base hourly rate in effect on December 31 of the previous year.
- (ii) For members who are projected to retire after June 30, 2029 and on or before June 30, 2034 the contribution amount shall be computed by adding the following two calculations:

- Total hours of unused sick leave for that year, minus 88, times the member's base hourly rate in effect on December 31 of the previous year.
 - Total remaining hours of unused sick leave for that year, minus 48, times seventy-five percent (75%) of the members base hourly rate in effect on December 31 of the previous year.
- (iii) For members who are hired after July 1, 2009 or projected to retire after June 30, 2034, the contribution amount shall be computed by adding the following two calculations:
- Total hours of unused sick leave for that year, minus 88, times the member's base hourly rate in effect on December 31 of the previous year.
 - Total remaining hours of unused sick leave for that year, minus 48, times fifty percent (50%) of the members base hourly rate in effect on December 31 of the previous year.
- (2) Members assigned to a forty (40) hour workweek – Must have a minimum of 192 hours to qualify for the annual conversion as of December 31st of the previous year.
- (i) For members who are projected to retire between July 1, 2009 and June 30, 2029, the contribution amount shall be computed as follows: Total hours of unused sick leave for that year, minus 32, times the member's base hourly rate in effect on December 31 of the previous year.
- (ii) For members who are projected to retire after June 30, 2029 and on or before June 30, 2034 the contribution amount shall be computed by adding the following two calculations:
- Total hours of unused sick leave for that year, minus 64, times the member's base hourly rate in effect on December 31 of the previous year.
 - Total remaining hours of unused sick leave for that year, minus 32, times seventy-five percent (75%) of the members base hourly rate in effect on December 31 of the previous year.
- (iii) For members who are hired after July 1, 2009 or projected to retire after June 30, 2034, the contribution amount shall be computed by adding the following two calculations:
- Total hours of unused sick leave for that year, minus 64, times the member's base hourly rate in effect on December 31 of the previous year.
 - Total remaining hours of unused sick leave for that year, minus 32, times fifty percent (50%) of the members base hourly rate in effect on December 31 of the previous year.

(c) Contribution at Time of Retirement

Upon an eligible member's retirement, the City shall deposit into each member's individual HRA fifty percent (50%) of that member's remaining sick leave balance at the rate of one-hundred percent (100%) of the member's base hourly rate at the time of retirement.

Members shall be entitled to convert the remaining balance (50%) of unused accumulated sick leave hours to retirement service credits.

- 24.4 The annual conversion of unused sick leave shall be prorated for the year in which the member retires and applied prior to the computation contained in Section 24.3(c) of this Memorandum of Understanding.
- 24.5 Effective July 1, 2012, the City shall deposit each pay period the equivalent of one-and-three-quarters percent (1.75%) of each member's biweekly base salary into each member's HRA. This benefit will be considered a data point similar to deferred compensation in Section 3.3(c) of this Memorandum of Understanding.

Section 25. Bereavement Leave

In the event of a death in the immediate family of a member, the member shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed forty-eight (48) regularly scheduled work hours within a five (5) consecutive calendar-day period for members assigned to a fifty-six (56) hour workweek and twenty four (24) regularly scheduled work hours within a five (5) consecutive calendar-day period for members assigned to a forty (40) hour workweek. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, and/or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, and stepchildren where there is a child-rearing relationship. At the request of the City, the member will furnish a death certificate or newspaper announcement and proof of relationship.

Section 26. Leave of Absence26.1 Administration

A leave of absence with pay of up to one (1) calendar year may be granted by the City Manager upon the advance written request of a member and recommendation by the Fire Chief.

26.2 Without Pay

A leave of absence without pay for up to one (1) calendar year may be granted by the City Manager upon the advance written request of a member and recommendation by the Fire Chief.

No benefits are accrued while on without-pay status (sick leave, vacation, time in service).

No benefits shall be paid by the City for the period of time while a member is on without-pay status (health insurance, life insurance, dental insurance, holiday).

A member on without-pay status for a period of more than one (1) month shall compensate the City on a prorata basis for any pre-paid benefits (health insurance, life insurance, dental insurance);

provided, however, such compensation need not be made where the without-pay status was for a period of fewer than thirty (30) consecutive calendar days.

Without-pay cannot be approved until the member has exhausted eligible vacation and management leave.

No without-pay should be authorized to persons with probationary status.

Without-pay shall be charged on an hour-for-hour basis.

If the without-pay status includes or precedes a holiday, the member will not receive pay for the holiday.

26.3 Notification

The Human Resources Department shall notify the member of the number of hours and benefits lost on an approved without pay.

26.4 Failure to Return

Any member who fails to return, upon expiration of leave, shall be deemed to be on unauthorized absence pursuant to Section 27.

26.5 Cancellation of Leave

If for any reason a leave of absence is canceled, no fewer than five (5) working days' notice shall be furnished the member prior to such cancellation. Failure to return upon receipt of such notice shall be deemed an unauthorized absence pursuant to Section 27.

26.6 Return Before Expiration

If for any reason a member desires to return prior to expiration of leave, he/she shall notify the City Manager in writing no fewer than five (5) working days before his/her return.

Section 27. Unauthorized Absence

Absence without authorized leave is a serious violation of City policy and the Civil Service Rules for which discipline may be imposed. Absence without authorized leave for three (3) or more consecutive work shifts shall be termed a resignation and shall be processed accordingly. Any member deemed to have resigned by application of this section may, within thirty (30) days of such resignation, present to the City Manager those extenuating circumstances which the member feels mitigate against the resignation. The City Manager shall have final authority over whether the resignation shall remain in effect, be modified or be set aside.

Section 28. Physical Exams

28.1 The City agrees to continue to provide cardiovascular stress tests and annual physical examinations for members who are forty (40) years of age or older, pursuant to the following conditions:

- (a) Basic examinations will be available each year. Cardiovascular stress tests will be available annually for smokers, and every three (3) years, or upon recommendation of the City's physician, for non-smokers.
- (b) Members shall be responsible for scheduling their own annual exams.

- (c) Annual exams shall take place on non-work times for shift personnel.
- (d) In the event that any member fails to appear for a scheduled examination without sufficient notification, the member will be responsible for the payment of any charge resulting from the failure to cancel.
- (e) Members may elect to go to a physician of their choosing for the annual physical exam, in which case, the City agrees to pay the member's co-payment, if any, not paid by the member's health insurance.

Section 29. Physical Fitness

The City agrees to provide physical fitness training in accordance with the provisions contained in S.O.P. 402.07.

Section 30. Residency

Within a reasonable period of time from the date of appointment, as established by the City at the time of hire, each member shall reside within ninety (90) minutes driving time, under normal driving conditions, from his/her residence of Fire Station #1. Mapquest or an equivalent mapping program may be used on an ongoing basis to determine the ninety (90) minute boundary. Once a member has established a residence within the ninety (90) minute boundary, that member will be deemed in compliance with the residency requirement until they change residence.

As new job classifications or positions are added to NCFA, the residency requirement for each (if any) shall become part of this NCFA's Memorandum of Understanding.

The City Manager shall retain the right to waive these requirements in cases of hardship when it is determined that the performance of City services is not compromised.

All members shall be required to maintain a current statement of residence in the Human Resources and Finance Departments.

Section 31. Professionalization

The parties agree that related duties as contained in the job description be limited to duties related to the fire service, as determined by the Fire Chief

Section 32. Rules and Regulations

The Department's SOP Committee representative composition shall remain as currently comprised (with two Napa Fire Department management employees and four NCFA members). The Committee will review changes in SOP's and make recommendations to the Fire Chief. Changes in SOP's are normally not negotiable and the parties agree that during the term of this Agreement, there will be meeting and conferring over changes in the Department's SOP's only to the extent that such changes are within the scope of representation and have not otherwise been resolved by the SOP Committee.

Section 33. NCFA Business

33.1 The City agrees to an Agency Shop provision in accordance with State Law, with automatic dues and fees deduction as provided in Section 19.

- (a) During the term of this Agreement, every member in NCFA covered by this Memorandum of Understanding, with the exception of current non-members, shall remain a member in good standing of NCFA; or, pay to NCFA a monthly service fee not greater than regular monthly NCFA dues; or, in the case of a member who certifies that he/she is a member

of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public member organizations, pay a sum equal to service fees to the Napa-Solano United Way.

- (b) Newly hired members shall comply with one of these requirements within thirty (30) days of starting employment with the City.
 - (c) The deductions shall not apply during any period where the member is in an unpaid status.
- 33.2 The City agrees to establish and maintain a Member-Contributed Leave Bank ("Leave Bank") for the purpose of allowing members time off with pay. Time off with pay (Union Leave) will be given to Union officers and members of the Union as designated by the Union President, for conducting Union business other than required meet-and-confer sessions, meetings with management of the City or Fire Department, or hearings as allowed under Civil Service Rules.
- (a) On January 15 of each year, the City will deduct vacation leave in the following amounts from each member of NCFA:
 - Members assigned to a fifty-six (56) hour workweek: 6 hours per member per year
 - Members assigned to a forty (40) hour workweek: 4.3 hours per member per year
 - (b) If the total hours in the Leave Bank exceed 500 hours as of January 1 of any year, the City shall not deduct vacation leave from members that year. Any portion of the Leave Bank that is unused in any year shall be carried over to the following year.
 - (c) Leave Bank hours shall be withdrawn on an hour-for-hour basis.
 - (d) Union Leave shall be scheduled using the following guidelines:
 - (1) Leave requests must be submitted for approval pursuant to the Department's Vacation S.O.P.
 - (2) Union Leave will be allowed or assigned at the discretion of the Union President up to three (3) allotted vacation slots. Union Leave shall be counted as the three (3) vacation leave slots available to members.
 - (3) Union Leave shall not be scheduled more than sixty (60) days prior to the requested date(s).
 - (4) Overtime for any additional Union Leave in special circumstances may be approved by the Fire Chief when a written or e-mail request is submitted by the Union President. The Fire Chief shall provide his/her written decision to the Union President on a case-by-case basis. If this additional Union Leave exceeds three (3) allotted vacation slots and causes backfill overtime, the Leave Bank hours shall be withdrawn at the overtime rate of one-and-one-half hours for each hour.

Section 34. Employee Recognition

34.1 Time Off to Attend Annual Service Awards Dinner and Special Recognition Events

Members who are scheduled to work on the night of the Annual Service Awards Dinner and who will be receiving a Service Award shall be granted time off to attend.

The City recognizes employees in five-year increments following the employee's anniversary date of hire. Award recipients identified by the City are allowed the night off to attend, up to a maximum of fourteen (14) hours paid release time.

During Special Recognition events, recipients are allowed time off during the event and for one hour prior and post event. Criteria for Special Recognition Events will be at the discretion of the Fire Chief.

Section 35. Grievance Procedure

35.1 Definition. A grievance is any dispute which involves the interpretation, application, claimed violation, or claimed noncompliance with the provisions of this MOU which actually affects one or more members. Except as set forth in subsection 35.4 below, the grievance procedure discussed herein shall be the sole grievance mechanism applicable to members (employees covered by this MOU). No matter shall be considered as a grievance under this Section unless it is presented in accordance with Step I below, within twenty (20) business days after the member or the Association could reasonably have been aware of events on which the grievance is based.

35.2 Grievance Process:

35.2.1 Step I – Informal Step: Any member (and/or the member's Association representative) who claims he or she has a grievance shall first present the grievance to his/her Battalion Chief, and attempt to resolve the grievance informally through discussion with his/her Battalion Chief. If the issue is not resolved within twenty (20) business days after it is presented, the Step I informal process shall be deemed terminated, and the member (and/or the member's Association representative) may elect to invoke the procedure hereinafter specified by filing a formal grievance.

35.2.2 Step II – Fire Chief: Any grievance that has not been resolved at Step I (Informal Step) may be referred to the Fire Chief by the member (and/or the member's Association representative). Any such referral shall be in writing to the Fire Chief with a copy to the Human Resources Director within twenty (20) business days after the Step I informal process has terminated. The written grievance shall contain a clear and concise statement of the grievance, including specific provisions of this MOU alleged to have been violated, the circumstances involved in the decision rendered at Step I, and the specific remedy sought. If the City and the Association have agreed on a form for the grievance, the Step II grievance shall be filed using that form. Either the member or the Association shall be entitled to a personal conference with the Fire Chief (or his/her designee) upon request. The Fire Chief (or his/her designee) shall communicate a written decision to the member with a copy to the Association and to the Human Resources Director within twenty (20) business days after receiving the grievance or twenty (20) business days after the date of the personal conference, whichever is later, and such action will terminate Step II.

35.2.3 Step III – City Manager: If the member (or the member's Association representative) is not satisfied with the decision at Step II, the member (or the member's Association representative) may appeal the decision in writing to the City Manager within twenty (20) business days after the termination of Step II. The Step III written appeal shall include a copy of the original grievance, the decision rendered at Step II, and a clear and concise statement of the reasons for the appeal. The City Manager (or his/her designee) shall communicate a written decision to the member with a copy to the Association and to the Human Resources Director within twenty (20) business days after receiving the appeal, and such decision will terminate Step III.

- 35.2.4. Step IV – Arbitration: If the Association is not satisfied with the decision at Step III, the Association may require that the grievance be referred to a neutral arbitrator. The Association must notify the City Manager in writing within twenty (20) business days after receipt of the City Manager's decision that it intends to move the grievance to arbitration. The neutral arbitrator shall be chosen by mutual agreement between the Association and the City. In the event the Association and the City cannot agree on a neutral arbitrator, they shall mutually request a panel of seven experienced and neutral arbitrators from the State of California Mediation and Conciliation Service. In the event the Association and the City cannot agree on an arbitrator from the list of seven provided, they shall alternatively strike from the list until an arbitrator is selected. Unless specifically modified by this Agreement, the arbitration shall be subject to the requirements of California Code of Civil Procedure Part 3, Title 9, Sections 1280, *et seq.*, and the neutral arbitrator shall comply with the National Academy of Arbitrators' Code of Professional Responsibility for Arbitrators of Labor Management Disputes. After a hearing on the grievance, the arbitrator shall render a final and binding written award. The fees and expenses of the arbitrator and the court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. In rendering an award, the arbitrator shall not add to, subtract from, change, or modify any provision of this MOU and shall be authorized only to apply existing provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.
- 35.3. Disciplinary Grievances. The Association may submit appeals of dismissal, demotion, suspension, or salary reduction to the Step IV Arbitration process set forth in section 35.2.4. The Association must notify the City Manager in writing within twenty (20) business days after the member's receipt of the final Notice of Disciplinary Action that it intends to move the disciplinary grievance to arbitration. The Association's notification will include a written statement of the grievance setting forth a clear and concise statement of the reasons for the appeal, and a signed waiver from the affected member indicating that he/she is electing to have the disciplinary appeal settled through binding arbitration in lieu of any alternative procedures described in section 35.4 below, including an appeal and/or hearing before the Civil Service Commission.
- 35.3.1 Written Reprimands and Transfers. Written reprimands and transfers are not subject to Step IV Arbitration. However, a member (or the member's Association representative) may grieve written reprimands and transfers under Steps I through III, pursuant to sections 35.2.1, 35.2.2, and 35.2.3 above. In such cases, the decision of the City Manager or his/her designee at Step III shall be final.
- 35.4 Alternative Procedures. Notwithstanding the arbitration procedure set forth above, a member may elect to utilize alternative hearing processes available pursuant to City Charter Section 76.1 or available under applicable State law. An individual electing such alternative procedures may not also utilize the Step IV Arbitration procedures set forth in subsection 35.2.4 or 35.3 herein.
- 35.5. General Provisions:
- 35.5.1 Time Limits: Time limits prescribed under this Section may be extended by mutual agreement of the parties. Failure by the member or the Association to follow any time limits contained herein, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall advance the grievance to the next step in the grievance procedure.
- 35.5.2 While it is permissible for either the affected member or the Association representative to initiate and pursue a grievance through Step III (paragraph 35.2.3) of this grievance procedure, the affected member and the Association cannot both initiate and/or pursue

a grievance on substantially the same matter (defined as a matter involving substantially the same set of individuals, facts, events or challenge to a specified provision of the MOU). Should both the member's grievance and the Association's grievance arise from substantially the same matter or conduct, the City will process the Association's grievance and the member's grievance will be deemed waived. Nothing in this paragraph is intended to prejudice the Association's ability to represent multiple members as part of the same grievance.

- 35.5.3 A grievance may not be advanced to Step IV Arbitration by a member. A grievance may only be advanced to Step IV Arbitration by the Association.

Section 36. Management Rights

The City shall have management rights, including but not limited to the following, except as otherwise limited by this Memorandum of Understanding:

To manage and direct its business and personnel; to manage, control, and determine the mission of the Department, its divisions, committees, consultants, facilities, equipment and operations; to create, change, combine or abolish jobs, Department services, and facilities in whole or in part; to assign or reassign employees to certain duties or shifts or from one existing duty schedule to another; to relieve employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by City to be legitimate; to direct the work force, set standards of service and assign other additional duties as may be necessary or desirable to maintain the efficiency of City operations; to determine the number of employees needed and increase or decrease the work force; to hire, train, transfer, promote and demote employees; to determine the procedures and standards of selection for employment and promotion; to establish schedules of operations, work standards and reasonable workloads; to schedule working hours, shifts and overtime necessary to meet minimum manpower requirements and emergency conditions; to adopt rules of conduct and penalties for violation thereof; to make reasonable rules and regulations pertaining to employees consistent with this Memorandum of Understanding; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and service to be provided; to determine the methods, processes and means of providing services; to take all necessary actions to carry out its mission in emergency situations; to reorganize the administrative structure of the Fire Department, except to the extent that any such reorganization affects the employment conditions of members as contemplated by State law to be within the scope of meet and confer. Provided that it is explicitly understood between the parties that NCFA does not waive any right it may have to bargain the effects of a proposed consolidation of the Police and Fire Departments into one public safety department.

Section 37. Americans with Disabilities Act

The City and the Association recognize that the City has an obligation under the Americans With Disabilities Act (ADA) to meet with individual members who allege a need for reasonable accommodation in the workplace because of a disability. The Association will be advised of any proposed accommodation prior to implementation which is in potential conflict with this Memorandum of Understanding or past practice or any wage, hour or working condition. The Association will be afforded the opportunity to consult with the City about the impact of accommodation(s).

Section 38. Fiscal Emergency

In the event it becomes necessary for the City to use funds from its Emergency Reserves (as defined by City fiscal policy adopted in Fiscal Year budget 2013-2015, which is 12% of the General Fund budgeted operating expenditures) for operational purposes, or in the event of an unanticipated event causing a fiscal crisis, the City shall have the right to reopen the Memorandum of Understanding for

the purpose of negotiating a furlough affecting members covered by this Memorandum of Understanding, after first conducting a public hearing and declaring thereafter that a Fiscal Emergency exists in the City of Napa.

Section 39. No Strike, No Lockout

During the term of this Memorandum of Understanding, the City will not lock out NCFA or any members thereof, and neither NCFA nor any members thereof will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation; provided however, that nothing herein shall be deemed to prohibit off-duty informational picketing.

Section 40. Firefighters Procedural Bill of Rights Act

40.1 Under the Firefighters Procedural Bill of Rights Act (Government Code section 3250 et seq., hereinafter referred to as the "Act"), section 3262 provides that the rights and protections described in the Act shall only apply to a firefighter during events and circumstances involving the performance of his or her official duties. The City agrees to apply the following sections of the Act to events not involving the performance of a firefighter's official duties: 3251; 3252; 3254; 3254.5; 3255; 3256; 3256.5; 3257; 3258; and 3259.

40.2 The City shall also apply section 3253 of the Act to events not involving the performance of a firefighter's official duties, with the exception of the portion of 3253(e)(1) that states:

The employer shall provide to, and obtain from, an employee a formal grant of immunity from criminal prosecution, in writing, before the employee may be compelled to respond to incriminating questions in an interrogation. Subject to that grant of immunity, a Firefighter refusing to respond to questions or submit to interrogations shall be informed that the failure to answer questions directly related to the investigation or interrogation may result in punitive action.

Instead, a firefighter under investigation for criminal allegations involving events not involving the performance of his or her official duties shall be informed, prior to interrogation, of the following:

You are hereby ordered to answer the following questions. While you do have the right to remain silent and not incriminate yourself under the Fifth Amendment to the United States Constitution, you do not have the right to refuse to answer questions in this interrogation as a result of this order. If you refuse to answer these questions you may be disciplined for insubordination, up to and including termination. Because of the threat of discipline, nothing you say as a result of this interrogation or evidence derived therefrom may be used against you in any criminal proceeding.

40.3 Except for those sections of the Act specifically exempted and/or not listed above, nothing in this Agreement is intended to limit and/or reduce those rights afforded by the Act and the rights provided by the Act shall take precedence in the event that anything in this Agreement provides lesser protection than the rights guaranteed by the Act.

Section 41. Full Understanding

41.1 The parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

41.2 All ordinances, rules, benefits, and practices, including agreements contained in prior years' Memoranda of Understanding, not inconsistent with this Memorandum of Understanding, whether known by the parties at the time this memorandum of Understanding was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. Such ordinances, rules, benefits and practices on matters within the scope of representation shall remain in full force and effect for the duration of this Memorandum of Understanding unless modified consistent with this

provision.

The City will provide the Union with notice of proposed changes within the scope of representation at least seven (7) days prior to implementation of the proposed change. At the Association's request, the parties will meet and confer over such proposed changes. In the event the parties are unable to reach agreement over proposed changes within the scope of representation, they will resolve the matter pursuant to the impasse procedures of the City Charter. However, nothing herein will affect the City's right to implement changes outside the scope of representation or the timing thereof.

- 41.3 Notwithstanding the foregoing subsection of this Memorandum of Understanding, representatives of the City and NCFA shall meet each six (6) months during the term of this Memorandum of Understanding to discuss employer-employee relations within the City, upon request of either party.

Section 42. Separability

If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into meeting and conferring for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Section 43. Effective Date

- 43.1 This Agreement shall become effective upon ratification by NCFA and approval by the City Council of the City of Napa and upon being signed by the authorized representatives of NCFA and the City.
- 43.2 The parties shall use their best efforts to commence the meet-and-confer process prior to March 31, 2017 with respect to a Memorandum of Understanding to take effect July 1, 2017.
- 43.3 Upon expiration of this Agreement, the terms and provisions herein shall continue in effect from year-to-year unless any party submits to the other at least thirty (30) days prior to the expiration, its initial proposal for alterations or amendments to the Agreement. In event of such notification, the terms and provisions herein shall continue in effect until a successor agreement is reached in the manner described hereinabove, provided that nothing contained herein prohibits the parties from mutually agreeing to retroactivity of any benefit once a successor agreement is reached.

Section 44. Closure Days

For FY15/16, NCFA members will receive a one-time contribution into their HRA account of 0.75% of base salary, which the City will remit to the third party administrator effective the pay period beginning July 4, 2015.

This Memorandum of Understanding is executed at Napa, California, on this _____ day of _____, 2015.

CITY OF NAPA

NAPA CITY FIREFIGHTERS' ASSOCIATION

ATTEST:

DOROTHY ROBERTS, City Clerk

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney

COUNTERSIGNED:

SASHA PAYASLIAN, Deputy City Auditor

EXHIBIT A NCFA SALARY SCHEDULE

BASE MONTHLY SALARY Effective Pay Period Beginning 7/4/15						
	A1	A2	B	C	D	E
Firefighter	6,919	7,258	7,573	7,936	8,300	8,696
Firefighter/Paramedic	7,607	7,977	8,329	8,729	9,126	9,565
Fire Captain	8,369	8,772	9,159	9,602	10,036	10,521

BASE MONTHLY SALARY Effective Pay Period Beginning 7/2/16						
	A1	A2	B	C	D	E
Firefighter	7,109	7,458	7,781	8,154	8,528	8,935
Firefighter/Paramedic	7,816	8,196	8,558	8,969	9,377	9,828
Fire Captain	8,599	9,013	9,411	9,866	10,312	10,810

NOTE: All dollar amounts are approximate, there may be variations due to rounding in IFAS.

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 5.G.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Nancy Weiss, Assistant City Manager

Prepared by: Desiree Brun, Assistant to the City Manager

Subject: Napa Chief Fire Officers Memorandum of Understanding

ISSUE STATEMENT:

Approve Amendment No. 1 to the Napa Chief Fire Officers (NCFO) Memorandum of Understanding approving revisions to Health Reimbursement Arrangement (HRA) benefits, consistent with those agreed to by Napa City Firefighters Association (NCFA), and authorize the Assistant City Manager to execute the Amendment.

DISCUSSION:

On June 16, 2015, City Council approved a Tentative Agreement with the Napa City Firefighters Association (NCFA) that included a modification to the language for the HRA contribution at the time of retirement. Previously the contribution at the time of retirement allowed for one-hundred percent (100%) of the sick leave balance to be cashed out at the rate of fifty percent (50%) of the member's base hourly rate at the time of retirement, with no ability to use a portion for retirement service credit. The new language allows for fifty percent (50%) of the sick leave balance to be cashed out at one-hundred percent (100%) of the member's base salary at retirement and the remaining fifty-percent (50%) can be used towards retirement service credit.

Currently NCFO can convert one-hundred percent (100%) of sick leave balance at the rate of fifty-percent (50%) of their base pay at retirement into the HRA. There is currently no provision for conversion of accumulated sick leave to retirement service credit. The proposed change would allow NCFO the same benefit as NCFA whereby, upon retirement, NCFO members could convert fifty-percent (50%) of remaining sick leave balance into their HRA and fifty-percent (50%) of remaining sick leave balance could be converted to retirement service credit.

This change would make NCFO MOU provisions related to unused sick leave upon retirement consistent with NCFA provisions. Based on staff analysis, there is minimal financial impact primarily due to much lower sick leave balances based on previous restructuring of retiree medical benefits through the HRA arrangement for both NCFA and NCFO bargaining groups. Additionally, because NCFO and NCFA are under the same PERS contract, both would be eligible for service credit conversion. Other City bargaining groups already have this option.

FINANCIAL IMPACTS:

The costs associated with the changes to the NCFO MOU provided by this amendment are minimal and can be absorbed in the adopted FY 2015-17 budget, therefore a budget adjustment is not required at this time. There are no impacts on the City's PERS rate as the sick leave benefit conversion provision is already included in our current rate. Costs associated with the sick leave conversion to retirement service credit provision is evaluated by PERS in an actuarial analysis for all CALPERS agencies every 4 years.

CEQA:

The City Manager has determined that the Recommended Action described in this Agenda Report is not subject to CEQA, pursuant to CEQA Guidelines Section 15378.

DOCUMENTS ATTACHED:

1. Attachment 1: Amendment No. 1 to the Napa Chief Fire Officers Memorandum of Understanding Health Reimbursement Arrangement (HRA) benefits, consistent with those agreed to by Napa City Firefighters Association (NCFA)

NOTIFICATION:

Napa Chief Fire Officers

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 Amendment No. 1 to the to the Napa Chief Fire Officers Memorandum of Understanding Health Reimbursement Arrangement (HRA) benefits, consistent with those agreed to by Napa City Firefighters Association (NCFA), and authorize the Assistant City Manager to execute the Amendment.

AMENDMENT NO.1
TO AGREEMENT NO. C2014-119
BETWEEN
NAPA CHIEF FIRE OFFICERS
AND
CITY OF NAPA

1. The City of Napa ("City") and the Napa Chief Fire Officers ("NCFO") are parties to a Memorandum of Understanding ("MOU") with a term of January 1, 2014 through December 31, 2015. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU now and in the future.
2. The parties hereby modify the MOU as described below. All terms and conditions set forth in the MOU which are not specifically modified by this Amendment shall remain in full force and effect.

Sick Leave Conversion to HRA

3. Section 15.4.2(d) of the MOU is hereby amended by deleting the entirety of the former Section and replacing it with the text set forth below:

Sick Leave Conversion at Time of Retirement. Upon an eligible member's retirement, the City shall deposit into each member's individual HRA fifty percent (50%) of that member's remaining sick leave balance at the rate of one-hundred percent (100%) of the member's base hourly rate at the time of retirement. The annual conversion of unused sick leave shall be prorated for the year in which the member retires and applied prior to this computation.

Members shall be entitled to convert the remaining balance (50%) of unused accumulated sick leave hours to retirement service credits.

4. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute the Amendment on behalf of the respective legal entities of NCFO and the City.

Amendment No. 1 to Agreement C2014 119
Between the City of Napa and Napa Chief Fire Officers
Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year set forth below.

Dated: August ____, 2015

By: _____

Nancy Weiss, Assistant City Manager
City of Napa

Dated: August ____, 2015

By: _____

John Callanan, President
Napa Chief Fire Officers

ATTEST:

DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:

SASHA PAYASLIAN, Deputy City Auditor

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

CONSENT CALENDAR
AGENDA ITEM 5.H.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Jose Gallardo, Fleet Manager

Subject: Scheduled Replacements for six (6) Police Patrol Vehicles

ISSUE STATEMENT:

Authorize the Public Works Director to approve the contract with Jimmy Vasser Chevrolet for six Police patrol vehicles and determine that the recommended action is not subject to CEQA.

DISCUSSION:

The City's FY 2015-16 fleet replacement schedule includes six (6) Police patrol vehicles that require City Council approval due to the purchase price exceeding \$125,000. All units require replacement due to age and usage.

Units #2219, 2223, 2234, 2207, 2233, and 2225 are Ford Crown Victorias, Police Interceptor Vehicles, assigned to the Police Department. The units have been in service between 4 and 7 years. Typical replacement interval for Police patrol vehicles is 3 - 5 years. The replacement vehicles will be Chevrolet Caprice Police Pursuit Vehicles.

Often, Police patrol vehicles are equipped with V8 engines. Chief Potter has requested future purchases to be equipped with V6 engines which supports the City's initiative of reducing emissions while maintaining adequate horse power for law enforcement operations. This purchase is a continuation of creating a "sustainable fleet" by reducing the size of engines in the fleet.

The City received a price quote, per City of Napa specifications, from Jimmy Vasser Chevrolet for \$203,573. This quote is based on a National Joint Powers Alliance (NJPA) competitively bid annual contract under National Auto Fleet Group #102811. The City of Napa is a participating member of the NJPA purchasing cooperative. Jimmy Vasser is a local dealer that has been working with the National Chevrolet Manufacturer to bring competitive pricing to the City.

In addition to purchasing the base vehicles, each vehicle requires an extensive "upfit" to install radios, lights, gun rack, trunk organizer, window bars and other accessories. The

lowest bid for these services was provided by Pursuit North for \$98,583 and will be procured via a separate purchase order.

Staff recommends that the City Council authorize the Public Works Director to approve the contract with Jimmy Vasser Chevrolet for purchase of six (6) Chevrolet Caprice Police Pursuit Vehicles, pursuant to Napa Municipal Code Section 2.91.060, Exceptions for Procurement via Existing Contracts of Other Public Agencies. A written determination supporting this recommendation is included as Attachment 1.

FINANCIAL IMPACTS:

The cost of six new Police Pursuit Vehicles is \$203,573 for the base vehicle and \$98,583 for up fit, for a total price of \$302,156. A total of \$336,000 is available in the Fleet Management Division FY2015-16 replacement fund and is budgeted in the Fleet Replacement Vehicles account, 61004-57402.

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: Written Determination for Napa Municipal Code Section 2.91.060, Exceptions for Procurement via Existing Contracts of Other Public Agencies

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 the contract with Jimmy Vasser Chevrolet for six Police patrol vehicles and determine that the recommended action is not subject to CEQA.

**WRITTEN DETERMINATION FOR PROCUREMENT VIA EXISTING CONTRACTS
OF OTHER PUBLIC AGENCIES PURSUANT TO NAPA MUNICIPAL CODE SECTION
2.91.060**

CHEVROLET CAPRICE POLICE PURSUIT VEHICLE

Per **NMC 2.91.60**, the City may enter into a contract that is based upon terms of an existing contract of another public agency, provided that the City Manager makes a written determination of the following:

1. The City has an opportunity to enter into a proposed contract under terms materially the same as an existing contract between the contractor and another public agency.

The quote is based on the competitively bid annual contract for the National Joint Powers Alliance (NJPA). The City is a participating member of the NJPA purchasing cooperative and therefore has access to the competitively bid equipment under the same terms of all other public agencies using the NJPA bid.

2. The terms of the proposed contact between the contractor and the city are more beneficial to the city than the city would otherwise be able to obtain by complying with the relevant requirements set forth in this chapter. This includes documentation of the steps the city has taken to evaluate alternative sources of the subject of the contract.

The Fleet Division of Public Works routinely uses State of California Bid contracts, other public agency and the NJPA process to procure equipment since it offers the assurance of a nationally recognized competitive process and a streamlined approach versus doing individual requests for quotes.

3. By entering into the proposed contract, the city will meet the purpose and goals identified in Section 2.91.010 of this chapter. This includes documentation of the process used by the other public agency to procure the existing contract.

Yes, NJPA conducts competitively bid quotes for a wide variety of fleet equipment and makes those quotes available to other public agencies to rely upon for purchase.

4. The contract between the contractor and the city complies with the requirements of NMC Section 2.91.030(B).

Yes.

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

ADMIN CALENDAR
AGENDA ITEM 6.A.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Julie Lucido, Senior Civil Engineer

Subject: Marin Clean Energy

ISSUE STATEMENT:

Receive a presentation regarding potential participation of the City of Napa in the Marin Clean Energy program and provide direction to staff regarding submitting a non-binding letter of interest.

DISCUSSION:

The City of Napa has been approached by representatives of Sustainable Napa County and the Marin Clean Energy (MCE) program about participating in the MCE Community Choice Aggregate (CCA) program.

MCE has already contacted the other municipalities in the county, and is making similar presentations to interested municipalities. The Town of Yountville received a presentation on August 4, 2015, and directed staff to submit a non-binding letter of interest. The City of Calistoga has also received the presentation and will be putting the decision to send a non-binding letter of interest on their agenda this month. St. Helena unanimously approved sending the non-binding letter of interest on July 28th. The City of American Canyon will be hearing a presentation and asking for staff direction tonight. The unincorporated areas of Napa County have been served by MCE since 2014.

In 2002, California State Legislature passed Assembly Bill 117, enabling Community Choice Aggregation. This law allows groups of communities to purchase power on behalf of their residents and businesses, completely supported by revenues, rather than taxpayer subsidies. This historic bill paved the road to cleaner energy for California residents. Not only did Assembly Bill 117 enable California to join the small but growing number of states allowing CCAs, it mandated that customers be automatically enrolled in their local CCA, with an option to opt out. This crucial mandate helped launch California's first CCA program: Marin Clean Energy.

MCE is a public, not-for-profit electricity provider that gives all current PG&E customers the choice of having 50% to 100% of their electricity supplies be derived from renewable resources such as solar, wind, bioenergy, geothermal, and hydroelectric. Participating

communities automatically have their residents included in the 50% renewable energy program, giving the residents the choice to elect even higher renewable sources. Typically, participants derive financial saving from the basic service option and can also elect to opt out entirely and continue to be served by traditional PG&E sources if they do not wish to participate.

The City of Napa is now being asked to receive the presentation from MCE and determine if there is sufficient interest in the program to warrant further study by MCE staff as to whether the program would benefit City of Napa utility customers. If there is interest to continue to study the program, the Council will be asked to authorize the City Manager to send a letter expressing interest in being included in the analysis which will be done jointly for interested Napa County cities. After the letter is sent, MCE would evaluate the City's request. If approved, the City would enter into a contract with MCE to fund the analysis. The contract costs would be split amongst the municipalities participating in the study.

Upon completion of the study, the results will be shared publicly with residents and the City Council. The City Council would then be able to approve a resolution requesting membership in MCE for City of Napa residents alongside an ordinance authorizing community choice aggregation and approval of a Joint Powers Authority Agreement. Once all this is approved, the MCE Board would adopt a resolution authorizing the City's membership in the program.

FINANCIAL IMPACTS:

An action tonight would not result in a financial impact. A future cost of \$18,000 would be split amongst the municipalities within Napa County that chose to pursue participation in the program. This funding would complete a study to determine whether the program would benefit utility customers in the study area and would require a future action of the Council.

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: Draft Non-Binding Letter of Interest

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 City Manager to send a non-binding letter of interest to the Marin Clean Energy Joint Powers Authority requesting an exploratory analysis of the City of Napa's participation in the JPA.



DRAFT

August 18, 2015

Dawn Weisz, Executive Officer
Marin Clean Energy
1125 Tamalpais Ave.
San Rafael, CA 94901

Dear Mrs. Weisz:

The City of Napa would like to thank your staff for the presentation of the Marin Clean Energy (MCE) program to our City Council during the August 18, 2015 meeting. The Council found the presentation educational and understands that MCE will be making similar presentations to each community in the county, or has already. The City also understands that the analysis needed to present to communities as a part of the commitment process would be most beneficial if every municipality in the county were to participate.

The City cordially requests that you authorize your staff to conduct exploratory analysis to determine if Napa would derive benefits by participating in the MCE program. After this analysis is complete, and if the program appears to benefit city utility users, we understand that a more formal action by the Council will be necessary to request membership in the Napa County Community Choice Aggregation (CCA) program.

We look forward to hearing from you concerning the analysis and City staff will play an active role in the process. Please feel free to contact me at 707-257-9501 or mparness@cityofnapa.org to discuss this further.

Sincerely,

Mike Parness
City Manager

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

ADMIN CALENDAR
AGENDA ITEM 6.B.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Jeff Freitas, Property Manager

Subject: Former Parks and Recreation Building

ISSUE STATEMENT:

Request Council direction regarding proposed relocation or demolition of the former Parks and Recreation building located at 1100 West Street.

DISCUSSION:

Following the relocation of the Parks and Recreation Department from 1100 West Street to 1850 Soscol Avenue in 2014 and three public meetings to discuss the future of the building at 1100 West Street, Council directed staff to lease the property to the contractor completing the bypass channel work for the Army Corps of Engineers (Corps) and to work with a specific private party who had indicated an interest in relocating the building to their property in the County.

The lease to Nordic Industries, the Corps contractor, expires at the end of August, 2015. Staff had worked with the private party interested in relocating the structure, but was informed at the end of July that they would not be relocating the structure to their property. In the meantime, the City also entered into a license agreement with Syufy Enterprises, owner of the former movie theater site, that allows the City to construct and maintain a surface parking lot on the Syufy property.

There now appears to be two options available in working toward clearing the structure from the site in preparation for construction of additional surface parking and future development. The options are to either demolish the structure or make the historic upper floor of the property available to the public for relocation to another site.

An earlier estimate obtained for demolition indicates that the cost to the City would be approximately \$40,000, excluding soft costs and any asbestos remediation work. The time necessary to complete the demolition of the structure, including disconnection of all utilities and site work is in the range of six to eight weeks.

In addition, prior to proceeding with the demolition of the building, the City would need to bring this before the Cultural Heritage Commission for the consideration of a

certificate of appropriateness due to the historic designation of the upper floor of the property. This process would take approximately six to eight weeks.

Making the historic upper floor of the property available for relocation to another site through a notice and bidding process will not likely result in much expense to the City. It may even generate some revenue if an interested party were required to pay a minimum amount for the structure. However, the structure would remain on-site for a longer period of time if this approach is taken. A notice and bidding process would likely take 45 to 60 days before any responses were received from interested parties, in addition to the time necessary to disconnect utilities and relocate the structure which is estimated to take approximately three to six months.

If the historic upper floor of the property is made available for relocation, it should be made clear whether or not the responding party would be responsible for demolition of the lower floor and renovation of the historic upper floor once it is moved off site.

FINANCIAL IMPACTS:

Depending on the course of action selected by Council, there may be income received by the City for the sale of the subject property or there may be expenses paid for the disconnection of utilities and demolition of the subject property.

CEQA:

The Public Works Director has determined that the Recommended Action described in this Agenda Report is not in-and-of-itself a “project” (pursuant to CEQA Guidelines Section 15378) since it does not result in a physical change in the environment. However, the Recommended Action is a part of a larger “project” that will be subject to environmental review in accordance with CEQA at the “earliest feasible time” prior to “approval” consistent with CEQA Guidelines Sections 15004 and 15352. The larger “project” may include a future Council determination that the Parks & Recreation Department Building is surplus property and possibly altering or relocating the building.

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:

Consider the alternatives presented in this report for the relocation or demolition of the former Parks and Recreation building located at 1100 West Street, and either: (1) direct staff to initiate the process of applying for a certificate of

appropriateness from the Cultural Heritage Commission for the demolition of the building, and take necessary steps to implement the demolition; or (2) direct staff to invite proposals for the relocation of the building.

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

ADMIN CALENDAR
AGENDA ITEM 14.A.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Joy Eldredge, Water General Manager

Subject: Report on Watersheds and Local Municipal Water Supply Reservoirs

ISSUE STATEMENT:

Receive a Report on Watersheds of City of Napa Local Municipal Water Supply Reservoirs

DISCUSSION:

The City of Napa (City) relies on two local surface reservoirs: Lake Hennessey (31,000 acre feet (AF)) and Milliken Reservoir (1,390 AF) for its drinking water supplies in addition to entitlements from the State Water Project (21,900 AF.) These surface water supplies are the critical drinking water supply for the customers of the City that total 84,000 people throughout Napa Valley.

The Hennessey watershed drainage area is composed of approximately 34,000 acres reaching as far north as Angwin. Of this total area, the City owns just 2,822 acres. The water treatment plant is full conventional treatment with filtration. Since 1947 when Conn Dam was constructed to create Lake Hennessey, there have been a considerable number of privately owned acres within the watershed that have been developed to support houses, vineyards and some wineries. Land use changes within the watershed area result in a degradation of water quality that runs off from the watershed and is gathered in the drinking water reservoirs. In 2015 with the increase in the health of the economy and popularity of Napa, there has been an uptick in vineyard conversions.

The Milliken watershed drainage area is composed of 6,200 acres of which the City owns nearly 2,200 acres. This watershed has historically experienced minimal development when compared to the larger Hennessey Watershed. The Milliken treatment plant is a direct filtration plant that has limited treatment capabilities. The water source is pure, flowing through the undeveloped rocky canyon that additional treatment trains beyond filtration and chlorination have not been necessary to meet drinking water standards. There has been an increase in pressure for development and vineyard conversion in the last five years with the establishment of Circle S Ranch Project and two recently proposed vineyard projects.

The Water Division continues to strive to meet increasingly stringent water quality regulations and is regulated against more constituents and compounds than any point in history. This trend of stricter regulations is going to continue into the future. The City is currently in the third stage of monitoring under the unregulated contaminant monitoring rule (UCMR3) that requires sampling and analyses for contaminants that have not been considered in the past, and currently have no maximum contaminant level (MCL) but may lead to a future regulatory limit depending on the pervasiveness in municipal drinking water supplies. It is noted that contaminants that are found to be pervasive in municipal drinking water supplies nationwide end up on the Contaminant Candidate List (CCL.) The items that are on the Draft CCL4 list include compounds that are derivatives of pesticides, herbicides, and hormones. Protecting the existing lands and limiting the increase in agricultural and land development, human inhabitants and recreational activity in the watershed is of utmost importance to maintaining the quality of the City's municipal drinking water supply.

The surface water treatment rule (SWTR) requires that all domestic water suppliers conduct a watershed survey every five years to evaluate potential contaminant sources within its watersheds that may impact drinking water quality. The last update in 2012 identified potential contaminants in the watershed including but not limited to wastewater from the Pacific Union College treatment plant, urban runoff from Angwin, recreational uses, and agricultural activities. In 2012 it was recognized that vineyard conversion and development activities had slowed due to the economy and that fertilizer and pesticide application practices have improved since 2007. However, the amount of vineyard development activity has increased significantly in 2015.

In an effort to reduce the further degradation of the drinking water supply staff identifies short term and long term items for implementation.

SHORT-TERM

Hennessey and Milliken Watersheds

Update the Watershed Sanitary Survey as required every five years in 2017 and review baseline data, identify changes to water quality, reasons for water quality changes and make recommendations for mitigating and restoring water quality.

Continue to gather water quality data at the creek inlets to determine the amounts of phosphates, nitrogen and nutrients being introduced into Lake Hennessey and Milliken Reservoir today and monitor any increases in the future.

Continue to clear brush on City watershed property and restrict public access to trails when fire danger is elevated. A fire in either watershed may render the water supply unusable. An influx of organic matter charred trees and natural matter washed into the supply makes the water treatment process unable to treat to today's drinking water standards.

Lake Hennessey Recreation

The Lake Hennessey Reservoir has been used for recreational purposes including fishing and boating. Bodily contact has been prohibited for over 30 years. The threats to water quality associated with recreation are personal care and pharmaceutical

products (PCPPs) in the water, increased fire danger, petroleum and hydrocarbons from motorized boats, and the introduction of invasive species in the water.

Bodily contact. Bodily contact has been prohibited for decades, yet watershed caretakers remove individuals throughout the summer season for not obeying the clearly posted rules.

Goal: Issue monetary fines to dissuade violators from not respecting the posted rules.

Boating. Boating is permitted on the lake to include motor boats and canoes.

Goal: Restrict the types of boats on the lake to a maximum of 10hP motor and prohibit boats with two-stroke motors on the lake.

Invasive Species. Invasive species such as the Quagga Mussel and the New Zealand mud snail are very real threats to municipal water supplies. The invertebrates, once introduced into the water body reproduce uncontrollably as they filter all nutrients from the water, clog intakes and prevent the pumping of water to the treatment process. The New Zealand mud snail has been discovered in nearby Putah Creek downstream of Lake Berryessa. Many boaters that recreate in Lake Hennessey also visit Lake Berryessa.

Goal: reduce number of large boats that visit multiple reservoirs, post self-inspection information prior to launch, require CA Department of Fish and Wildlife certification of invasive species awareness with boater registration.

LONG-TERM

Hennessey and Milliken Watersheds

Implement recommendations and update the Watershed Sanitary Survey as required every five years and review baseline data, identify changes to water quality, reasons for water quality changes and make recommendations for mitigating and restoring water quality.

Establish a revised County Ordinance to increase restrictions on development in sensitive watershed areas to limit the water quality impacts to the watershed.

Update the Municipal Code to authorize financial penalties for violations of unauthorized watershed recreational uses.

Require development in watershed to monitor the creek water quality upstream and downstream of the project runoff and submit data directly to the Water Division.

Impose mitigation measures on development in sensitive watershed areas that is shown to degrade water quality in order to contribute to watershed protection investments and water treatment improvements.

FINANCIAL IMPACTS:

No action is proposed. Degradation of raw water quality results in costs to water rate payers to invest in water treatment processes to meet water quality regulations.

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:

Receive the Report on Watersheds and City of Napa Local Municipal Water Supply Reservoirs.

CITY OF NAPA CITY COUNCIL
AGENDA REPORT

ADMIN CALENDAR
AGENDA ITEM 14.B.
Date: August 18, 2015

To: Honorable Mayor and Members of City Council

From: Jacques R. LaRochelle, Public Works Director

Prepared by: Julie Lucido, Senior Civil Engineer

Subject: Review Draft Request for Qualifications for the City Buildings Consolidation Project and Approve Issuance

ISSUE STATEMENT:

Review the draft Request for Qualifications (RFQ) for the City Buildings Consolidation Project, provide input and direction to staff for incorporation into the final RFQ document, and approve the issuance of RFQ.

DISCUSSION:

In an effort to replace failing buildings, reduce the City's footprint, better utilize existing real estate, and make City departments more efficient, a project is being pursued to develop a practical plan to consolidate buildings and meet the City's operational requirements into the future. In April a work plan was approved to prepare an RFQ to identify development teams that are best qualified to participate in the City Building Consolidation Project.

The City Building Consolidation Project has two significant components. The first is construction of a new civic building of approximately 100,000 square feet to consolidate the City's administrative, executive, public safety, and essential services functions. The second is the development of a private mixed-use project on the existing City Hall and Police and Fire Administration property that will offset costs of the new civic building. A market analysis has determined a mixed-use development with a hotel and retail component is well suited for the property and would generate sale proceeds and an on-going revenue stream through Transient Occupancy Tax (TOT) to offset costs. However, the City would be open to other development opportunities that would generate the same level of revenue to support the construction of the new civic building. The development of the properties would include the construction of a shared parking structure.

The City-owned buildings are all over 50 years old. Significant repairs, renovations, and maintenance would be required to keep the existing buildings functional into the future and leases would need to be extended at a current cost of approximately \$300,000 per year. Previous evaluations have analyzed other alternatives to address the deficiencies with the City's buildings and the current plan was selected as the most practical option.

The next step to pursue the development of the new civic building and redevelopment of the existing City Hall and Police and Fire Administration property is to issue an RFQ to identify highly qualified and experienced teams to partner with the City on the project. Attached are sections of the Draft RFQ excluding certain elements detailing the specific instructions for Statement of Qualifications submittals (i.e. specific formatting, how to present experience, reference requirements, etc.) so that perspective teams do not have access to the submittal package requirements prior to the formal issuance of the RFQ. This is to ensure all teams have the same amount of time for development of the submittal packages. The four major sections of the RFQ will consist of:

1. Introduction and Overview – This section is intended to provide an introduction of the City of Napa, a brief description of the purpose of the RFQ, outline the selection schedule and submission process, and most importantly outline the City's objectives.
2. Private Development Opportunity – This section is intended to provide an overview of the opportunity to develop the site vacated by the current City buildings, including overview of the Napa market, expectation of the development team, and the minimum requirements of the development team and key personnel.
3. Public Development Opportunity – This section is intended to provide an overview of the opportunity to develop the new City Hall and Police and Fire Administration building, including an overview of the current city facilities, anticipated new City Building, and the minimum requirements of the development team and key personnel.
4. RFQ Submittal Requirements, Evaluations Criteria and Disclosure – This section will specify the required format for the response, any required forms, response evaluation both in terms of process and criteria, as well as any disclosure or reservation of right the City wishes to convey to the development community.

If approved, the RFQ will be issued in September. The responses will be evaluated based on the criteria listed in the RFQ to generate a proposed short list of the three most qualified teams by January 2016 for consideration by Council. If the short list of qualified teams is approved by Council, the next task is to complete the Draft Request for Proposals (RFP).

The Draft RFP will be presented to Council by early 2016 for comments and Council approval to issue to the teams pre-qualified during the RFQ stage. Project performance specifications will be developed as part of the RFP to clearly communicate required standards, quality, and performance of the civic building and detail the requirements for the redevelopment of the existing City Hall and Police and Fire Administration property.

The RFP will articulate the City's overall project goals while allowing some flexibility to foster creativity from the teams in order to give the City options to select from. Two public meetings are part of the work plan during the RFP phase. The proposals will be required to include plan concepts for the civic building and for the redevelopment of the existing City Hall and Police and Fire Administration property and will also include final costs and financing plans. The proposals will be evaluated on team qualifications,

designs, costs, and financing plans to identify the best value for the City. The final project selection is scheduled for late 2016.

FINANCIAL IMPACTS:

Expenditures to prepare and issue the RFQ are budgeted within the City Hall Consolidation Project (JL FC15PW02). A preliminary project financing model for the City Buildings Consolidation Project was presented during the April 7, 2015 Council Meeting. The civic building preliminary cost estimate used for budget development is \$54,500,000. The City's cost share of structured parking is estimated to be \$6,250,000. The market value of the City Hall and Police and Fire Administration property was estimated to be \$15,750,000. TOT, property tax, and retail sales tax for the private development are expected to generate more than \$2,100,000 per year with annual growth. The project costs are expected to be offset with these new revenues and with efficiencies to be gained through eliminating leases, reduced maintenance costs, and reduced future staff growth. Final costs and financing plans will be submitted by development teams during the RFP process which is the second phase of this section process.

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: Draft Request for Qualifications

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:

Provide comments and direction to be incorporated into the final document, and approve issuance of the RFQ.

Scope and Process for the RFQ

The proposed RFQ is intended to solicit responses from qualified development teams and gauge the development community's interest in developing the new City Hall and Police and Fire Administration building as well as redeveloping the site vacated by the current City Hall.

It is anticipated that the RFQ will be comprised of four major sections as well as appendices and required submittal forms for evaluating the responding development teams. Attachment A provides a draft outline of the RFQ.

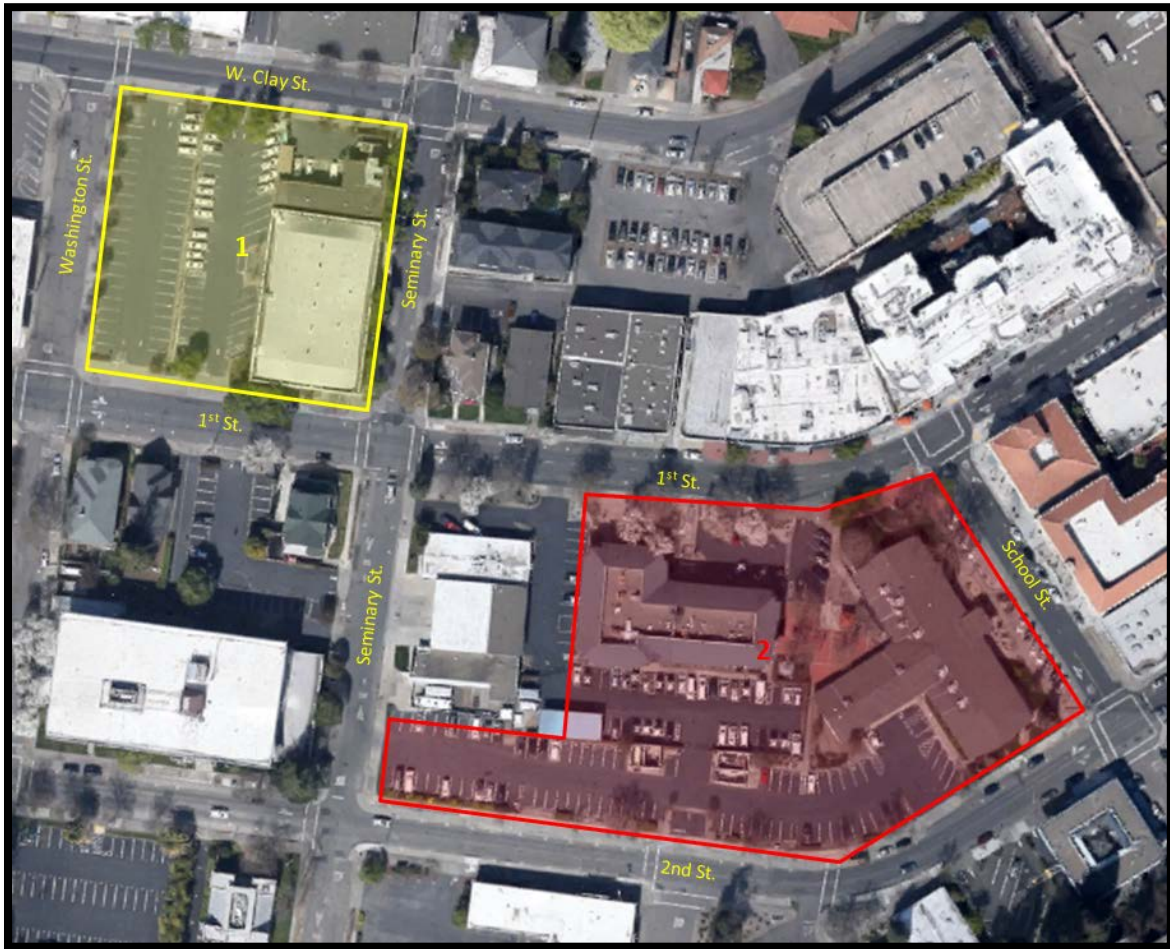
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2. Private Development Opportunity – This section is intended to provide an overview of the opportunity to develop the site vacated by the current City buildings, including overview of the Napa market, expectation of the development team, and the minimum requirements of the development team and key personnel.
3. Public Development Opportunity – This section is intended to provide an overview of the opportunity to develop the new City Hall and Police and Fire Administration building, including an overview of the current city facilities, anticipated new City Building, and the minimum requirements of the development team and key personnel.
4. RFQ Submittal Requirements, Evaluations Criteria and Disclosure – This section would specify the required format for the response, any required forms, response evaluation both in terms of process and criteria, as well as any disclosure or reservation of right the City wishes to convey to the development community .

Section One – Introduction and Overview

The City seeks to identify qualified development teams with the vision, resources and expertise to enter into a public-private partnership with the City to achieve the City's desire for:

- 1) A new combined City Hall and Police & Fire Administration Building ("Civic Building"); and
- 2) Sell for private development the 2.97-acres vacated by the current City Hall and Police and Fire Administration site ("Private Development") and use the sale proceeds and future tax revenues to help fund the development of the new Civic Building
 - Any Private Development would include a public parking component, ground floor retail, and serve as a gateway to downtown.
 - A market analysis has determined that the site is well suited for a hotel.
 - The City is open to other development opportunities which allow the City to realize its first two objectives.



The project has two significant components. The first component includes the construction of a new Civic Building of approximately 100,000 GSF which will consolidate the City's Administrative, Executive, City Council Chambers, Public Safety and Essential Services functions which are currently scattered around multiple locations in the downtown Napa area. The second component entails the disposition of the existing City Hall and Police & Fire Administration site for the Private Development. The City's preference is to have a single development team propose on both components, however, development teams may propose solely on the Civic Building, or solely on the Private Development.

The solicitation will include two phases, beginning with a Request for Qualifications ("RFQ") phase followed by a Request for Proposals ("RFP") phase issued to teams short-listed from the RFQ.

City's Objectives

The City has the following objectives for this project:

- 1) Develop an efficient and modern City Hall and Police & Fire Administration Building that:
 - a. Co-locates City departments for functional and cost efficiencies;
 - b. Achieves functional improvements and energy efficiency;

- c. Fully integrates technology in work areas;
 - d. Provides customer-oriented service counters and space;
 - e. Provides state of the art City Council Chamber and new public meeting space; and
 - f. Avoids expensive maintenance and renewal work required to maintain current facilities.
- 2) Repurpose current City Hall and Police & Fire Administration site to free-up valuable downtown real estate for development in order to:
- a. Contribute to the revitalization of downtown and create jobs;
 - b. Provide offsetting revenues to defer some of the cost for the new City facilities; and
 - c. Enhance the commercial gateway to downtown on 1st Street

Project Background

The City's current portfolio of facilities is dispersed in a number of owned and leased buildings throughout the City. Many of these facilities are aging, non-compliant with current City code regulations, ill-suited to purpose, and in need of significant rehabilitation. The collective result is a significant compromise in functional efficiency and collaboration among departments, structural integrity, increasingly expensive capital maintenance costs and degraded citizen access to services. For almost a decade, the City has been investigating ways to consolidate City functions into a Civic Center complex and commissioned several studies to analyze consolidation¹. Each of these studies concluded that the City should ideally find new facility solutions for both City Hall and Police & Fire Administration.

Now, with the economy strengthening, a strong tourism market and historically low interest rates, the City believes the time is right to find a long term facilities solution that cost effectively improves government efficiency and citizen access to services. To this end on May 14th, 2015 the City Council unanimously approved the initiation of a solicitation process to move forward with seeking the most practical development proposals to construct the new City of Napa Civic facility as well as the Private Development to further enhance the downtown core and assist in financing the new Civic Building.

A key consideration for this project is the ability to use the land vacated by current City Hall, Police and Fire Administration buildings, to develop a high quality hotel, or alternative uses, with supporting retail on site. In doing so the City can achieve its goals of generating revenues to offset costs associated with the construction for the new Civic Building, continue its efforts to revitalize downtown, create jobs, and further economic development in the City of Napa. The development of the Civic Building is predicated on the successful completion of the proposed Private Development.

Overview of Two Stage Solicitation Process

The solicitation will include two phases, beginning with a Request for Qualification ("RFQ") phase followed by a Request for Proposals ("RFP") phase issued to teams short-listed from the RFQ Phase.

Phase I RFQ

The primary purpose of this RFQ is to qualify and select a short list of highly qualified development teams, who will then be requested to participate in the Phase II RFP. In the RFQ, respondents are asked

¹ Reports include 2009 RACESTUDIO and A. Plessis consolidation study; 2013 RRM Napa Public Safety Joint Facility study for Police and Fire (RRM Study) and; the 2014 Jones Lang LaSalle Civic Center Alternatives Analysis Report.

to provide their basic project concept to address the City's objectives and requirements and qualify firms and their key personnel with regards to their ability to provide the experience, capacity and financial resources necessary to successfully execute each of the two project components. Only those development teams short-listed will move forward and participate in Phase II.

Although it is the City's preference to enter into a single contract with one development entity for the entire project, the RFQ contains separate qualification criteria for the Civic Building development and the proposed Private Development. At this time, development teams may either propose qualifications for both the Civic Building development and the Private Development, or can choose to submit qualifications for only one of the development components. Informed by the RFQ process and prior to releasing the RFP, the City will make a determination whether it will require short-listed teams to propose on both project components, or if teams may pursue either the City development or the Private Development independently. This decision will determine if one or two RFP's will be issued in Phase II.

Phase II RFP

Phase II will consist of an RFP process in which the short-listed development teams will be requested to submit fully developed project concepts for all components of the project, financing strategies, and proformas. Further detail will be provided during the RFP phase with regards to the exact submittal requirements for the RFP.

Solicitation Schedule, Instructions and Project Manager

This section of the RFQ will include specific information regarding the schedule for the RFQ process including any mandatory meeting, date responses are due back to the City and the City's review process. It will also include information on when and where to submit response as well as who the project manager is and the process for development teams to get questions answered.

The preliminary RFQ schedule is as follows

Issuance of the RFQ	Early October 2015
Pre-Submittal Conference	October 2015
Submittal Due Date for RFQ	Late November 2015
Review of RFQ responses	December 2015
Interviews of teams	January 2016
Shortlisting of qualified teams to participate in RFP	February 2016

Section Two - Private Development Opportunity

Proposed Private Development

In conjunction with the development of the new Civic Building, the City of Napa seeks a qualified respondent to acquire and develop the current City Hall and Police & Fire Administration site. The City has evaluated developing this site with a hotel as its predominant use, but is open to alternative development scenarios. Any development proposals must be consistent with the uses approved in Downtown Mixed-Use land use designation and zoning district and generate sufficient sales proceeds

and future tax revenues in order to facilitate the construction of the Civic Building. It is anticipated that any development would include ground floor retail, a public parking components, and serve as a gateway to downtown.

Site Description

The City Hall site is located just 1 block southeast of the CSB site (*bordered in red on the site map, below*). The site is a 2.97 acre parcel (#003199014000) which is bordered by 1st, School, 2nd and Seminary Streets.

Located at the gateway to Napa's downtown core on 1st street, which is the base of the Napa Valley wine region, this highly visible site provides an excellent opportunity for commercial development, and would complement and benefit from the myriad of adjacent retail, hospitality and dining offerings. The site is less than a mile from Route 29, which is the main route through the Napa Valley and connects the City of Napa with the popular cities of Yountville, St. Helena and Calistoga to the northwest. It is also well served by the local Napa Vine Bus Transit System (Lines 1, 2, 3 & 8), as well as Route 11 which connects to the Vallejo Ferry and provides linkage to San Francisco.

The site currently is zoned as Downtown Public, but it is the City's intent to process a general plan amendment rezoning the site as Downtown Mixed-Use, as the site will serve as the primary gateway on 1st street to the Central Downtown Core Commercial zone.

The current uses on the site include:

- The City Hall building, which is a 1-story, 14,100 sf building at the eastern side of the parcel bordering School Street
- The Police & Fire Administration Building, which is a 2-story, 20,830 sf structure on the north side of the parcel bordering 1st Street (The Fire Station, shown adjacent to the parcel in the upper left corner will remain operational and will not be redeveloped)
- The remainder of the site contains a surface parking lot with approximately 144 employee spaces



The City will be reserving approximately 1.24 acres of the site for a future parking structure to provide parking for the City and the public. This leaves 1.73 acres for the Private Development. As long as the stated development goals are achieved for the entire 2.97-acre site, the site layout for the 1.73 acres can be flexible and configured to accommodate the optimum and most efficient project design. Under the Downtown Napa Specific Plan, the site lies in the Downtown Public Land-Use District. This Land-Use

District lies within the Downtown II Zone, which allows for up to 4.0 FAR with a 15' maximum front setback and 60' maximum height.

Regional Overview

Napa County is a renowned tourist destination with high-end hotels and restaurants that complement the area's world-class wineries to fuel the region's economy. Napa County encompasses multiple towns including Napa, Calistoga and St. Helena, each with their own unique draw.

As can be seen in the downtown map (below), the City's Private Development site offers 1.73 acres of prime land to develop an iconic hotel and retail destination, or alternative uses, right in the center of the downtown core.

Currently, the City of Napa is undergoing a powerful economic revitalization spurred by recent development that includes the lively Oxbow Market, the eclectic Napa Riverfront mixed use project and a fully renovated Napa Center. Located just a few steps away from the subject site on 1st Street, the Napa Center will add an enhanced variety of shops and restaurants, and the new Archer Hotel (2017), which will further emphasize 1st Street as the heart of downtown Napa.

Downtown Napa is a place where social, entertainment, art, cultural, retail, residential and commercial uses come together to create a visually rich, vibrant and pedestrian-oriented city center. The downtown is home to more than 70 restaurants, 20+ wine tasting rooms, 22 lodging options, art galleries, and numerous retail shopping options. Whether dining at the favorite winemaker's haunt of Bistro Don Giovanni just north of the City or using the Napa as a jumping-off point for the sublime wine region surrounding it, the City of Napa is a world-class location for hospitality development and offers tremendous opportunity for investors to capitalize on the Napa Valley's allure to national and international visitors. Travel down the road from our protected historic districts, home to some of northern California's finest Victorian homes, and you will find visually stimulating contemporary



architecture.

In addition to many amenities of downtown Napa, the City is also home to the famous Napa Valley Wine Train which offers a magnificent dining experience aboard exquisitely restored early 20th-century Pullman rail cars which run on 25 miles of track through the heart of the Napa Valley.

Also supporting downtown economic revitalization is the ongoing Napa Flood Protection project, which has mitigated the risk of the Napa River flooding downtown and provided a much safer environment for development.

Recently, Destination Analysts released their 2014 Napa Valley Economic Impact Report² which measures the economic impact of the tourism industry and provides estimates of direct visitor spending in Napa County, as well as the tax revenues generated by tourism and the number of jobs (and payroll) supported by the tourism industry in the County. From 2012 to 2014, the total number of visitors to Napa Valley was 3.3 million, an increase of 8.2% from the 2.94 million visitors in 2012, with the vast majority (73%) visiting the area for either a weekend getaway or a vacation. The bulk of the remainder is comprised of those staying in Napa lodging, approximately 950,000 visitors or 29% of the total 3.3 million visitors in 2014. These lodging visitors spent 2.9 days in Napa Valley on average.

Destination Analysts also found the average Napa Valley visitor made 2.3 trips (primarily for leisure) to the area within the last 12 months, a testament to the strong and sustainable tourism draw of the region. The Cities of Napa (67.0%) and St. Helena (59.6%) were the Napa Valley destinations with the highest visitor traffic during 2014 and nearly half of Napa Valley visitors surveyed visited Calistoga (46.3%) and Yountville (44.1%). In 2014, the Napa visitor industry accounted for \$1.6 billion in direct visitor spending within Napa County, 72% (\$1.2 billion) of which was driven by local hotel guests. Each day, visitor spending accounted for by Napa hotel guests averages \$389 in comparison to the average day trip visitor to Napa who spent \$150 per person.

Visitors to the Napa region tend to be an affluent group with 51% reporting an annual household income of \$100k+ (with an average household income of \$165k). Not surprisingly, the 3 largest targets of this \$1.6 billion in visitor spending are: Retail (40% / \$635m), Lodging (23% / \$366m) and Restaurants (22.5% / \$360m) which, in turn, support 11,776 jobs in the Napa region, primarily in the hotel and restaurant industries. This represents a 12.2% jump in employment from 2012 (10,498 jobs).

Given the natural beauty and “destination” quality of the Napa region and its close proximity to the Bay Area, it is no surprise that of the approximately \$194m in 2014 spending for conference and meeting activities, almost 66% (\$128m) were for wedding and wedding-related events. The remainder of this, 34% (\$66m), is comprised of Sponsor & Exhibitor Spending and direct spending for meetings held in Napa County. In total, this strength in the tourism industry translated into \$64 million in tax revenues for governmental entities in Napa County in 2014 which includes revenues from the transient occupancy tax (TOT - hotel tax), sales taxes and property and transfer taxes paid on lodging facilities. The hotel

² http://www.visitnapavalley.com/research_statistics.htm

industry generates the majority of these revenues, with the combination of TOT and hotel property taxes creating over \$38 million in income for governmental entities in Napa County.

Hotel Market Overview

Approximately 3.3 million people visit Napa Valley annually, spending over \$4.4 million per day. With more than 500 wineries and approximately 45,000 acres dedicated to grapes, Napa Valley is an established, high-end global tourist destination, attracting world-wide visitors seeking its renowned wineries, fine dining, shopping, spas and natural beauty.

The lodging market in Napa Valley is comprised of 70 hotel properties and nearly 4,700 guest rooms. Supporting the area's status as a leading destination for world-class leisure and dining, the region has a variety of lodging facilities ranging from small boutique inns to luxurious resorts. The area boasts predominantly upscale properties, with more than 85% of room inventory in the upscale to luxury hotel category.

As such, the lodging market in Napa has performed exceptionally well in recent years. Over the last four years, the Napa County region has achieved an average occupancy in the low-70% range. Occupancy reached 74% occupancy in 2014, well above the national average of 64%. Average Daily Rates (ADR) in the market reached \$250, surpassing pre-recessionary peak rates. Revenue per Available Room (RevPAR) was \$185, up nearly 4%, and above inflationary rates. Year-to-date through March 2015, Napa County RevPAR was up 7% driven by 5% occupancy growth and a 3% increase in ADR over the same period in 2014. The region's popularity as a leading tourist destination will continue to provide topline growth for the lodging market in the future.

Napa County, CA Lodging Market Performance						
Year	Occupancy	ADR	RevPAR	Occ % Change	ADR % Change	RevPAR % Change
2005	74.7%	\$170.04	\$127.02	-	-	-
2006	69.1%	\$188.86	\$130.50	-7.5%	11.1%	2.7%
2007	75.5%	\$172.21	\$130.02	9.3%	-8.8%	-0.4%
2008	72.4%	\$177.74	\$128.68	-4.1%	3.2%	-1.0%
2009	63.3%	\$209.32	\$132.50	-12.6%	17.8%	3.0%
2010	65.6%	\$215.38	\$141.29	3.6%	2.9%	6.6%
2011	71.4%	\$223.71	\$159.73	8.8%	3.9%	13.1%
2012	70.6%	\$235.99	\$166.61	-1.1%	5.5%	4.3%
2013	72.6%	\$245.32	\$178.10	2.8%	4.0%	6.9%
2014	74.1%	\$249.27	\$184.71	2.1%	1.6%	3.7%

The region's strong tourism-based economy and its enviable proximity to San Francisco, with its booming economy and high concentration of wealth, have captured significant investor interest in recent years. Key trends that have shaped the market in recent years include the following:

1. Significant luxury hotel development

While some developments have stalled in the past, there is a significant pipeline of new luxury product, both in the form of new ground-up developments and the conversion and repositioning of existing properties. Notable conversions include the reopening of a hotel in St. Helena as Las Alcobas, a Luxury Collection Hotel by Starwood, and the redevelopment of Calistoga's Silver Rose Inn as a luxury resort. The VieVage, an Auberge resort located in Stanly Ranch, and the boutique Archer Hotel, situated in downtown Napa, are both new builds that are expected to enter the market over the next few years. Substantial entitled land also exists for new resort communities, which are likely to feature ample amenities and luxury positioning, such as the planned Calistoga Hills Resort in Napa Valley.

2. Seven years of ADR growth

The Napa County lodging market has experienced seven consecutive years of ADR growth due to a strong tourism base and the delivery of luxury product. While the market lost considerable occupancy in the midst of the economic downturn in 2009, ADR growth did not waver. Since then, market-wide occupancy has recovered to 74% and average rates in the market have reached nearly \$250 as of 2014. Given continued delivery of luxury product, strength in regional tourism, and healthy occupancy levels, RevPAR for Napa County is expected to increase in the range of 3% to 5% in 2015.

3. Premium pricing for key assets

Recent hotel transactions reveal that investors are willing to pay a strong premium for high-quality assets in key locations within Napa County. The high-profile Calistoga Ranch resort traded in 2013 at a record price of over \$1 million per room. In 2015, the recently announced Bardessono Hotel & Spa transaction is expected to set a new record at nearly \$1.4 million per key.

Recent Napa County hotel transactions				
Hotel	Date	Rooms	Price	Price per key
Bardessono Hotel & Spa	pending	62	\$85,000,000	\$1,370,000
The Cameros Inn	Jun-14	86	\$62,500,000	\$727,000
Harvest Inn	Jan-14	74	\$55,000,000	\$743,000
Calistoga Ranch*	Nov-13	50	\$55,000,000	\$1,100,000
Andaz Napa	Sep-13	141	\$72,000,000	\$511,000
Fairmont Sonoma Mission Inn & Spa (75% Stake)	Jul-13	226	\$73,300,000	\$432,000

*JLL acted as advisor to seller
Source: JLL

Review of Planning Documents

Development teams planning to submit RFQ responses should review the City of Napa's General Plan, Downtown Napa Specific Plan and all other relevant planning documents in order to understand all of

the development standards for the site prior to preparing design concept narratives, and basic concept drawings if selected for Phase II.

City of Napa's General Plan

The City of Napa’s General Plan³ provides a number of policy objectives aimed at enhancing Downtown and strengthening its presence as the heart of the city. The General Plan describes Downtown as the civic and cultural center of Napa, containing most City and County government offices as well as the city’s traditional retail and hotel uses along 1st and Main Streets. The General Plan emphasizes the need to foster a vital Downtown through:



- Characterizing Downtown as a place of social, entertainment, art, cultural, retail, residential, administrative and government uses;
- Emphasizing pedestrian orientation with active streets and open spaces;
- Promoting mixed-use projects as a means to reduce the need for automobile use and to support Downtown businesses;
- Encouraging rehabilitation and re-use of historic structures;
- Promoting the historic urban form of Downtown with new buildings compatible with the heights, street faces and building massing of older buildings;
- Designating the Napa River as the central defining feature of Downtown and the city;
- Enhancing public access to Downtown, including strong linkages to adjacent residential neighborhoods;
- Enhancing Downtown gateways;
- Increasing access and circulation to and within the Downtown area;
- Supporting creative parking solutions;
- Creating incentive programs and regulatory ordinances that stimulate public and private investment;
- Encouraging specialty retail businesses catering to visitors and residents, and discouraging discount stores with high square footage and parking requirements; and
- Promoting hotel and conference facilities, 24-hour activity, art and cultural activities.

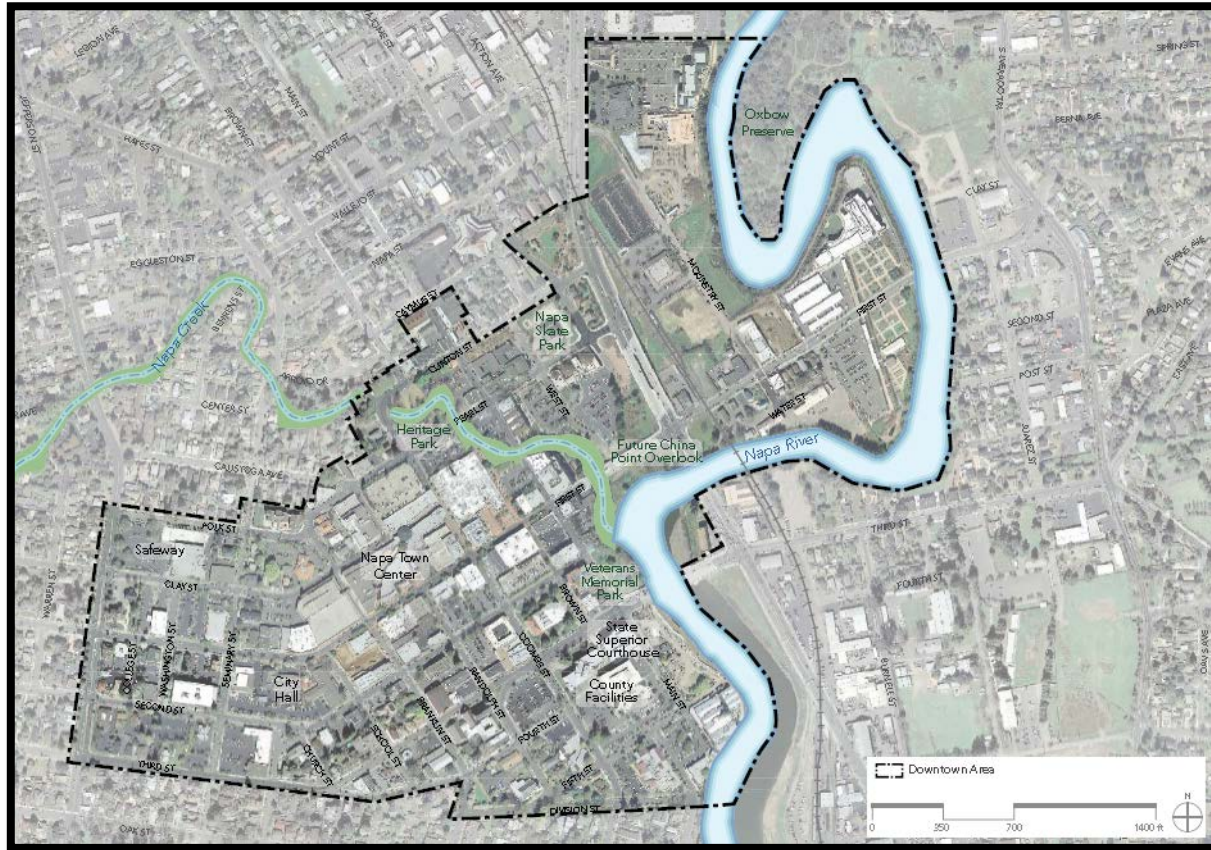
Downtown Napa Specific Plan

The Downtown Napa Specific Plan⁴ (“Specific Plan”) provides the guiding framework for realizing the vision of a vibrant, healthy and balanced pedestrian-oriented city center. The purpose of the Specific

³ The City of Napa's General Plan can be found at http://www.cityofnapa.org/index.php?option=com_content&view=article&id=1967

⁴ The Downtown Napa Specific Plan can be found at http://www.cityofnapa.org/index.php?option=com_content&view=article&id=1968

Plan is to illustrate the community-based vision, outline guidelines and development standards that support the vision, and create an implementation action plan to systematically achieve its key objectives.



The goal of the Specific Plan is to revitalize Downtown Napa as a vibrant place where residents and visitors alike come together to work, live, play, and actively engage in the community. People should be able to pursue a range of activities, such as shopping at local boutiques, eating in restaurants that open onto the sidewalks or public gathering places, attending markets and festivals and listening to live music and other entertainment. The following land use designations and zone districts have been established to regulate allowable uses in Downtown:

- Downtown Core Commercial
- Downtown Mixed-Use
- Downtown Neighborhood
- Downtown Public
- Oxbow Commercial
- Downtown Parks / Open Space

As mentioned earlier, the subject site currently is zoned as Downtown Public, but it is the City's intent to process a general plan amendment and rezone the site as Downtown Mixed Use as the site will serve as the primary gateway on 1st Street to the Downtown Core Commercial zone.

The Downtown Core Commercial land use designation and zoning district generally include properties on 1st Street from School Street to the Napa River and on Main Street from 5th Street and the Napa Mill to Caymus Street. The primary intent of this land use designation and zoning district is to promote the continued development and revitalization of the pedestrian-oriented Downtown area that serves as Napa's unique shopping district, as a neighborhood hub for the residences surrounding it and as the center of the Napa community. It reinforces Downtown's identity as a compelling place for shoppers and visitors, requiring development that is in line with Downtown's traditions and preserving its historic heritage. The goal is to provide a mix of land uses (i.e., shops, restaurants, hotels and entertainment in designated areas) that will draw people Downtown during the day, evening and on weekends; develop an improved streetscape to offer visitors a pleasant pedestrian experience and create a series of outdoor spaces to encourage public gatherings in the city center.

The Downtown Mixed-Use land use district generally includes properties on the blocks surrounding the Downtown Core Commercial area from Clay and Pearl streets to the northern boundary of Downtown, and from Seminary and Church streets east to the Napa River and south to Third Street. The Downtown Mixed-Use district provides for retail uses, administrative and other offices; institutional, recreational, entertainment, arts and cultural uses; hotels and conference facilities; transportation facilities, residential primarily as part of mix-use developments and public and quasi-public uses that strengthen Downtown's role as the community's center.

Within the Specific Plan various development standards have been created. The site is located within the Downtown Zone II which allows for up to 4.0 FAR with a 15' maximum front setback, a 5' stepback at the third story when adjacent to residential uses, and 60' maximum height.

The Site is located one block west of the Town Center Focus Area. The Town Center Focus Area is located near the center of Downtown on First Street between Main and Franklin Streets. It is the commercial "heart" of the city, bounded to the east by Main Street, to the south by First Street, to the west by Franklin Street and to the north by Clay and Pearl Streets (see Figure 4.5: Town Center Focus Area in the Specific Plan). The majority of the area is composed of the Napa Center and Kohl's development, a shopping mall located on several consolidated blocks. The Town Center Focus Area is approximately 14 acres, including all surrounding streets and a portion of Napa Creek. Potential site development and land use relationships are reflected by the underlying Downtown Core Commercial district and currently include commercial uses, surface and structured parking, two public plazas and a transit center that has been relocated outside the Planning Area to 4th and Burnell Streets. The proposed Private Development represents an opportunity to create a western gateway project to the Town Center Focus Area.

Other Regulatory Documents

The Development team is responsible for reviewing any other relevant regulatory documents and understanding the impact on the future development of the site.

Minimum Requirements of the Private Development Team

This section of the RFQ will be used to detail the specific minimum requirement each firm that make up the development team, including at a minimum the lead developer, architect, general contractor or any other key member of the team.

Project Personnel Minimum Requirements

This section of the RFQ will be used to detail the specific minimum requirements of the individual project personnel that make up the development team, including at a minimum the project executive, project manager, architect, general contractor or any other key personnel of the team.

Section Three - City Hall and Police & Fire Administration Building Opportunity

Existing City Facilities

Currently, the City operates out of several facilities dispersed throughout Downtown Napa. Generally, these facilities were not built for the purposes for which they are currently used. As a result, they are inefficiently designed, poorly configured, have too few meeting spaces and inconsistently allocate offices and workstations. Furthermore, over the next several years, these facilities will require expensive renovations to maintain their operability. These conditions compromise workplace functionality, teamwork and cross- departmental collaboration. They also hinder easy citizen access to services and do not represent the City's desired image. The following table lists the facilities currently occupied by the City.



	Building	Departments	Current S/F Occupied	Constructed/ Renovated
1	City Hall	City Council, City Manager, City Clerk, City Attorney, Finance	14,100	1951/1983
2	Community Services Building	Community Development, Fire Prevention, Public Works	16,808	1963/1976/1999
3	Human Resources/ Personnel	Human Resources Department, Training Rooms	3,915	n/a - Leased
4	Housing Authority Building	Housing Division, Materials Diversion Division	8,305	1955/2002
5	Water Division Building	Water Division Administration	2,750	n/a - leased
6	Parks & Recreation*	Parks & Recreation	5,000	n/a - leased
7	Police & Fire Administration	Police & Fire Admin EOC	20,830	1958/1974/1990's

*Parks & Recreation Building not shown on map (located north of downtown on Soscol Ave.)

Proposed New City Hall and Police & Fire Administration Building

The City wishes to develop a new combined City Hall and Police & Fire Administration building, which will accomplish the following goals:

- Provide a City Hall that better reflects the City's image;
- Creates spaces that are welcoming, service oriented and convenient for customers;
- Provide spaces designed for collaboration and engagement with the public;
- Better adjacencies to support collaboration and efficiency;
- Leverages technology for efficiency;
- Provides standardized workstations;
- Is efficient and allows flexible design layouts; and
- Reduces costs through energy savings and operational and space efficiencies

The new Civic Building will be constructed on the Community Services Building (CSB) site located at 1600 1st Street in downtown Napa (*bordered in yellow on the site map to the right*). This site is a 1.29-acre parcel which currently contains a 16,808 sf, 1-story building as well as a parking lot for approximately 81 vehicles. The site is bordered by 1st, Washington, Clay and Seminary Streets. Under the Downtown Napa Specific Plan, the CSB parcel lies in the Downtown Mixed-Use Land-Use District. This Land-Use District lies within the Downtown II Transitional Zone, which allows for up to 4.0 FAR with a 15' maximum transition front setback and 60' maximum height.



The new Civic Building will incorporate both Administration and Public Safety functions. The Public Safety portion of the building must also contain certain Essential Services functions, including an Emergency Operations Center (EOC) and Dispatch. These Essential Services personnel include the staff

that will provide services in a major emergency (earthquake, fire, etc.). The facilities housing these functions are held to a higher construction standard, as they must remain operational, and secure, after a disaster. The office space for the administrative functions is to be developed with cost efficiencies and a moderate degree of finishes in mind while the areas serving the public (Council Chambers, Public Counters, etc...) are expected to have a higher quality degree of design and finish elements. Importantly, the exterior architecture and design of the building should convey the “civic” character of the building that most effectively reflects and promotes the City of Napa’s image.

The following are the projected space requirements for each City use:

CITY ADMINISTRATION – 47,300 total sf

- City Manager, City Clerk, City Attorney, HR, Finance, Community Development, Public Works, Fire Prevention & Parks – 42,300sf
- City Council Chambers & Community Meeting Space– 5,000sf
- Expected number of FTE Employees (Administration): 160 FTE’s

PUBLIC SAFETY – 49,600 total sf

- Public Safety Command & Police Control, Traffic Investigations, Crime Lab, Property, Records, Homeless Youth & Diversion – 43,200sf
- EOC & Dispatch – 6,400sf
- Expected number of FTE Employees (Public Safety): 110 FTE’s

Minimum Requirements for the City Hall Development Team

This section of the RFQ will be used to detail the specific minimum requirement for each firm that makes up the development team, including at a minimum the lead developer, architect, general contractor or any other key member of the team.

Project Personnel Minimum Requirements

This section of the RFQ will be used to detail the specific minimum requirements of the individual project personnel that make up the development team, including at a minimum the project executive, project manager, architect, general contractor or any other key personnel of the team.

Section Four - RFQ Requirements, Evaluation Criteria, & Disclosures

RFQ Requirements

A complete, concise and professional response to the RFQ will enable the City to identify the most qualified development teams and will be indicative of the level of the respondent’s experience and commitment to the proposed project.

Any development team selected must demonstrate the experience, resources and expertise needed to successfully design and develop the proposed project. Past design and development experience with

similar projects will be critical in evaluating the RFQ respondents. Additionally, financial capacity and/or access to funding sources will also be critical in evaluating the successful respondents. Finally, the successful team must demonstrate the ability to deliver projects in a timely manner and within budget.

This section will be used to detail the specific requirements and instructions to submit the team's qualifications, including, but not limited to, a description of the proposed project concept, experience on similar past projects, identification of key personnel, financial capabilities, and reference checks.

Evaluation Criteria

This section of the RFQ will be used to detail the specific criteria each development team will be evaluated against. The evaluation criteria generally will be comprised of the qualifications of each development team, each team's conceptual project descriptions, each team's financial resources and capabilities, and the respondent's efforts to include local participation as part of the development team. The evaluation criteria will be broken down into two sections: 1) a "Pass/Fail" evaluation based on the minimum requirements specified in the RFQ, and 2) a qualitative evaluation based on pre-established criteria.

Private Development Proposal, Team and Experience

Evaluation Criteria	
A	Evaluation of the quality and completeness of information submitted in the SOQ.
B	Evaluation of the project concept and its ability to create a high quality and prominent gateway to downtown.
C	Evaluation of the assembled development team
D	Evaluation of the team's past projects and performance.
E	Evaluation of the team's past experience in conceiving and implementing projects within a downtown environment.
F	Evaluation of the team's past experience in working with governmental entities or public-private partnerships.
G	Evaluation of team's experience in developing high quality projects of the nature proposed in the SOQ;s.
H	Evaluation of the team's experience in developing sustainable projects.
I	Evaluation of the team's experience in operating high-end hotel products or evaluation of experience in operating the proposed project if the Private Development is not a hotel.
J	Evaluation of the team's experience in constructing parking facilities
K	Evaluation of the team's commitment to include local firms, sub-contacting opportunities, or participation on the development team

Civic Building Proposal, Team and Experience

Evaluation Criteria	
A	Evaluation of the quality and completeness of information submitted in the SOQ.
B	Evaluation of the project concept
C	Evaluation of the assembled development team
D	Evaluation of the team's past projects and performance.

E	Evaluation of the team's past experience in conceiving and implementing projects within a downtown environment.
F	Evaluation of the team's past experience in working with governmental entities or public-private partnerships.
G	Evaluation of the team's experience in constructing public projects such as civic buildings, city administration buildings, public safety buildings, or other public facilities.
H	Evaluation of the team's experience in designing and implementing civic buildings which create a civic character, both internally and externally, with particular importance being placed on the design and implementation of the spaces in and around the civic building which will be accessed by the public.
I	Evaluation of the team's experience in developing sustainable projects.
J	Evaluation of the team's commitment to include local firms, sub-contacting opportunities, or participation on the development team

Financial Capabilities

Evaluation Criteria	
A	Evaluation of the development team's financial information submitted
B	Evaluation of the development team's ability to commit sufficient equity to the project to satisfy conventional lending requirements
C	Evaluation of the development team's ability to secure financing for similar projects, including relationships with current lenders.

Project Personnel Experience and Project References

Evaluation Criteria	
A	Evaluation of the expertise of the proposed project personnel's ability to plan, design, finance, construct, manage, and operate the proposed project
B	Evaluation of the reference checks supporting the assertions made in the development team's SOQ.

Disclosures and Additional Information

This section of the RFQ will be used to disclose additional information such as the City's rights pertinent to the solicitation, any reservation of rights the City wishes to assert, City's right to amend the solicitation or right to end the solicitation, indemnification and insurance requirements, as well as equal opportunity and local hiring goals.

Attachment A: RFQ Outline

- 1.0 Introduction & Overview
 - 1.1 Purpose of Solicitation
 - 1.2 City's Objectives
 - 1.3 Project Background
 - 1.4 Overview of Two Stage Solicitation Process
 - 1.5 Solicitation Schedule
 - 1.6 Submission Instructions
 - 1.7 Project Manager
- 2.0 Private Development Opportunity
 - 2.1 Proposed Private Development
 - 2.2 Site Description
 - 2.3 Regional Overview
 - 2.4 Hotel Market Overview
 - 2.5 Review of Planning Documents
 - 2.6 Minimum Requirements of the Private Development Team
 - 2.7 Minimum Requirements for Project Personnel
- 3.0 City Hall and Police & Fire Administration Building Opportunity
 - 3.1 Existing City Facilities
 - 3.2 Proposed New City Hall and Police & Fire Administration Building
 - 3.3 Minimum Requirements for the City Hall Development Team
 - 3.5 Minimum Requirements for Project Personnel
- 4.0 RFQ Requirements, Evaluation Criteria, & Disclosures
 - 4.1 RFQ Requirements
 - 4.2 Evaluation Criteria
 - 4.3 Disclosures and Additional Information
- 5.0 Appendices
 - 5.1 Site Specific Appendices
 - 5.2 Required Forms for Statement of Qualification