



**City of St. Helena
Planning Commission
Regular Meeting
Tuesday, February 6, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor**

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes.

The Planning Commission meeting will be live-streamed on Comcast Channel 28 and on the City's website. Public comment for Planning Commission meetings will be accepted via email to publiccomment@cityofsthelelena.org. All public comments must be emailed at least three hours prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line agenda.

Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofsthelelena.org.

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

Servicios de interpretación en español durante la reunión pueden ser solicitados por el público. Para asegurar que los intérpretes estén disponibles, los servicios tienen que ser solicitados al menos 72 horas antes de la reunión llamando a la oficina de la Secretaria de la Ciudad al (707) 968-2640 o por correo electrónico a cityclerk@cityofsthelelena.org.

El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en <https://sthelelena.civicweb.net/portal/>.

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Page

1. PLEDGE OF ALLEGIANCE
2. CALL TO ORDER AND ROLL CALL  
Chair: John Ponte  
Vice-Chair: Chris Warner  
Commissioners: Autumn Anderson, Chad Krsek and Marika Rothfeld

City staff present at the meeting will be noted in the minutes.

3. PUBLIC FORUM:  
This is an opportunity for the public to address the Commission on items of interest to the public that are NOT listed on the agenda. Because of restrictions imposed by the Brown Act, the Commission may not engage in discussion nor take action on matters not described on the agenda. **Please observe the time limit of four minutes.**
4. CONSENT ITEMS

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

- 4.1. Approval of Minutes: November 7, 2023 ~~\*Minutes are forthcoming\*~~ 5 - 10  
Provided 01/26/2024

[Planning Commission Minutes\\_11.07.23](#)

5. PRESENTATIONS

- 5.1. Presentation of Boards, Commissions and Committees Protocols and Rules of Conduct 11 - 25

CEQA Determination: Not a CEQA project  
Prepared By: April Mitts, Assistant City Manager

[5.1 Boards and Commissions City Council Rules of Procedures Presentation 2024](#)

- 5.2. Presentation of City Council Goals 27 - 35

CEQA Determination: Not a CEQA project  
Prepared By: April Mitts, Assistant City Manager

[5.2 Boards and Commissions City Council Goal Update NO VIDEO for PDF](#)

6. PUBLIC HEARINGS

None.

7. SCHEDULED MATTERS

- 7.1. Appointment of a Planning Commissioner to serve on the Downtown Specific Plan Steering Committee 37 - 77

CEQA Determination: Not a project  
Prepared By: Maya DeRosa, Community Development Director  
Recommendation:  
Nominate and Appoint a Planning Commissioner to serve as liaison steering committee member for the Downtown Specific Plan.

[Staff Report](#)

8. DEPARTMENT REPORTS

This is an opportunity for staff to report on or update the Commission on any relevant matters.

- 8.1. 2023 Accomplishments and Permit Report 79 - 81  
Prepared By: Maya DeRosa, Community Development Director

[Director Report- Annual Permit Report](#)

9. AGENDA FORCAST

Below is a link to a list of pending and upcoming projects which may be of interest to the community.

This is also an opportunity for the Commission as a whole to request items be

placed on future agendas for discussion. These items should be consistent with, and work to implement adopted Council Goals.

A list of all current planning projects is available on our city website in the link below:

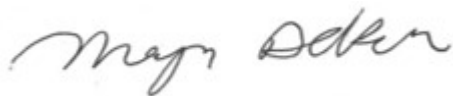
[http://www.cityofsthenana.org/projects?term\\_node\\_tid\\_depth=21](http://www.cityofsthenana.org/projects?term_node_tid_depth=21)

Please contact the assigned project Planner for additional questions.

10. ADJOURNMENT

The next Regular Planning Commission meeting is scheduled for February 20, 2024 at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on January 25, 2024.



Maya DeRosa, Planning & Building Director

**Appeal.** A person who is dissatisfied with a decision of the Planning Commission may appeal that decision to the City Council pursuant to Municipal Code Section 17.08.180, Appeal procedure. Actions of the Planning Commission will be listed on the City Council agenda the following Tuesday to give the City Council opportunity to review the Planning Commission's decision. Absent of an appeal by the City Council or by a citizen, the appeal period will terminate two weeks after the Planning Commission hearing.

**Special Assistance for the Disabled.** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 48 hours prior to the meeting will enable City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR35.102-35.104 ADA Title II). However, City staff will attempt to assist at any time with accessibility. The City Clerk has equipment to assist those with a hearing impairment.

PUBLIC TESTIMONY PROCEDURES

Pursuant to the Government Code Section 54954.3, the public may address the Commission on each agenda item during the Commission's consideration of that item. Each speaker has the option to state his or her name for the record before testifying. Depending on the number of speakers or the interest of the item, the Planning Commission Chairman may also restrict, at his/her discretion, the speaker's time to three minutes. The Chairman may also restrict public comments if they become irrelevant to the agenda item or repetitious of prior comments. All persons interested may appear and be heard or submit written statements prior to the Planning Commission meeting. Please note that if you challenge the City's decision on any of these matters in court, you may be limited to raising only those issues you or someone else raised at the

meeting or in written correspondence delivered to the City at, or prior to, the meeting.

#### CHALLENGING DECISIONS OF CITY ENTITIES

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

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

#### SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Planning Commission regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the Planning Department's Office located at 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <http://cityofsthenela.org> and will be available for public review at the respective meeting.

**MINUTES**  
**City of St. Helena**  
**Planning Commission Meeting**  
**Tuesday, November 7, 2023 @ 6:00 PM**  
**Vintage Hall Board Room - Second Floor**  
**465 Main Street, St. Helena**

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 967-2792. The Planning Commission video is the official record of the Planning Commission meeting.

**Present:** Chair John Ponte, Vice Chair Christopher Warner, Commissioner Autumn Anderson, Commissioner Chad Krsek, and Commissioner Marika Rothfeld  
**Absent:** None  
**Staff Present:** Maya DeRosa, Community Development Director, Aaron Hecock, Senior Planner, and Cindy Tzafopoulos, City Clerk

**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER AND ROLL CALL**

**3. PUBLIC FORUM:**

No public comment was received.

**4. CONSENT ITEMS**

**4.1 Approval of Minutes: October 17, 2023**

Commissioner Christopher Warner moved to approve the minutes as amended. The motion was seconded by Commissioner Autumn Anderson and on roll call carried by the following vote:

AYES: Autumn Anderson, Chad Krsek, John Ponte, Marika Rothfeld, and Christopher Warner

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

**5. PUBLIC HEARINGS**

**5.1 *\*THIS ITEM WILL NOT BE CONSIDERED AND WILL BE CONTINUED TO A DATE UNCERTAIN.***

Request by Ric Forman to amend Use Permit 2009-22 to allow an increase in wine production at the Forman Vineyard located at 1501 Big Rock Road in the

Agriculture (A-20) zoning district.

CEQA Determination: Class 1 Categorical Exemption for Existing Facilities  
Prepared By: Chantal Power, Associate Planner

**Recommendation:**

For reasons described above, staff recommends that the Planning Commission:

1. Determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15301; and
2. Accept the required findings and approve the attached resolution granting use permit amendment approval for and increase in wine production from 2,500 cases or 6,000 gallons (2.4 gallons per case) to approximately 4,510 cases or 10,725 gallons annually for a small winery located at 1501 Big Rock Road.

- 5.2 A request to adopt a resolution approving a demolition permit for existing structures and design review for the construction of a new 2,397 sf single-story, single-family residence with detached 380 sf garage at 1504 Stockton Street in the Medium Density Residential (MR) zoning district. A 362 square foot ADU is also proposed to be attached to the detached garage. The ADU is not subject to design review but is shown for reference only as the garage and ADU comprise one combined structure.

CEQA Determination: Categorically Exempt pursuant to Section 15303  
Prepared By: Jennifer Williams, Planning Consultant

**Recommendation:**

Staff recommends that the Planning Commission:

1. Determine that the project is exempt from the requirements of CEQA pursuant to Section 15303; and
2. Accept the required findings and adopt the attached resolution granting demolition permit and design review approval for the proposed construction on the property located at 1504 Stockton Street.

Jennifer Williams, Planning Consultant reported on this item.

Mathew Lee addressed the Planning Commission.

Commissioner Christopher Warner moved to approve:

1. Determine that the project is exempt from the requirements of CEQA pursuant to Section 15303; and
2. Accept the required findings and adopt the attached resolution granting demolition permit and design review approval for the proposed construction on the property located at 1504 Stockton Street; and

with the amendment to the resolution as follows:

Add COA #36 (under Public Works) and the Building and Fire conditions underneath would be renumbered with renumbering restarted at 37.

**The applicant shall maintain conformance with all setback, height and visibility requirements as described in SHMC 17.120.010, including the “visibility triangle” as defined in SHMC 17.04.160. Additionally, these provisions shall apply during all construction activities.**

The motion was seconded by Commissioner Autumn Anderson and on roll call carried by the following vote:

AYES: Autumn Anderson, Chad Krsek, John Ponte, Marika Rothfeld, and Christopher Warner

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 5.3 Request by Our Town St. Helena for approval of a use permit, demolition permit, design review and a sign permit to demolish an existing two-unit residential structure in order to construct five (5) new affordable units in a multi-family housing development on the property located at 951 Pope Street in the Medium Density Residential zoning district.

CEQA Determination: Exempt pursuant to CEQA Guidelines Sections 15194, 15195, 15301 and 15303.

Prepared By: Aaron Hecock, Senior Planner

**Recommendation:**

For the reasons described in the foregoing report, staff recommends that the Planning Commission:

1. Determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15194, 15195, 15301 and 15303.
2. Grant state density bonus concessions and development standard waivers under existing state law for the following:
  - a. A reduction in the principal triplex's front setback from 30' to 19'6".
  - b. A reduction in the principal triplex's internal side yard setback from 15' to 0'.
  - c. An increase in the maximum height of the ADU units from 18' to 27'.
  - d. An increase in the maximum structure width from 60% to 80%.
  - e. An increase in the allowed floor area ratio from .335 to .50 (allowing for an additional 1,239 sf).
  - f. An exemption from the covered parking requirement.
3. Accept the required findings and approve a resolution granting use permit, demolition permit, design review and sign permit approval for the proposed project on the property located at 951 Pope Street.

Aaron Hecock, Senior Planner reported on this item.

Jennifer La Liberte and Jim Gamble

Commissioner Christopher Warner moved to approve the following:

1. Determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15194, 15195, 15301 and 15303.
2. Grant state density bonus concessions and development standard waivers under existing state law for the following:
  - a. A reduction in the principal triplex's front setback from 30' to 19'6".
  - b. A reduction in the principal triplex's internal side yard setback from 15' to 0'.
  - c. An increase in the maximum height of the ADU units from 18' to 27'.
  - d. An increase in the maximum structure width from 60% to 80%.
  - e. An increase in the allowed floor area ratio from .335 to .51 (allowing for an additional 1,300 sf).
  - f. An exemption from the covered parking requirement.
3. Accept the required findings and approve a resolution (as modified) granting use permit, demolition permit, design review and sign permit approval for the proposed project on the property located at 951 Pope Street The motion was seconded by Commissioner Autumn Anderson and on roll call carried by the following vote:

AYES: Autumn Anderson, Chad Krsek, John Ponte, Marika Rothfeld, and Christopher Warner

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 5.4 The applicant is requesting adoption of a resolution approving design review and a use permit amendment in order to remodel and add a small second story space to the existing commercial building located at 1080 Main Street (Suite A) in the Central Business zoning district.

CEQA Determination: Exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15332.

Prepared By: Aaron Hecock, Senior Planner

**Recommendation:**



For the reasons described above, staff recommends that the Planning Commission:

1. Determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15332; and
2. Accept the required findings and approve the attached resolution granting design review and use permit amendment approval for the proposed remodel and second story addition on the property located at 1080 Main Street, Suite A.

Aaron Hecock, Senior Planner reported on this item.

The applicant's representative Deilly Echeverri addressed the Planning Commission.

Vice Chair Warner moved to approve the following:

1. Determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301, 15303 and 15332; and
2. Accept the required findings and approve the attached resolution granting design review and use permit amendment approval for the proposed remodel and second story addition on the property located at 1080 Main Street, Suite A.
3. Modify condition of approval limiting event attendees to 12 and instead limit capacity based on Fire and Building codes.
4. Add a condition of approval requiring the visibility triangle be maintained including during construction.
5. Modify condition of approval requiring 7 on-site parking spaces to requiring 6 onsite spaces or payment of the in-lieu fee.

The motion was seconded by Commissioner Autumn Anderson and on roll call carried by the following vote:

AYES: Autumn Anderson, Chad Krsek, John Ponte, Marika Rothfeld, and Christopher Warner

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

## **6. SCHEDULED MATTERS**

None

**7. DEPARTMENT REPORTS**

Reports were made by Maya DeRosa, Community Development Director.

**8. AGENDA FORCAST**

- 8.1 Below is a link to a list of pending and upcoming projects which may be of interest to the community.

This is also an opportunity for the Commission as a whole to request items be placed on future agendas for discussion. These items should be consistent with, and work to implement adopted Council Goals.

A list of all current planning projects is available on our city website in the link below:  
[http://www.cityofsthelena.org/projects?term\\_node\\_tid\\_depth=21](http://www.cityofsthelena.org/projects?term_node_tid_depth=21)

Please contact the assigned project Planner for additional questions.

**9. ADJOURNMENT**

Chair Ponte adjourned the meeting at 7:12 pm.

**APPROVED:**

**ATTEST:**

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John Ponte, Planning Commission Chair

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Maya DeRosa, AICP  
Planning and Community Development Director

City Council, Boards,  
Committees &  
Commissions

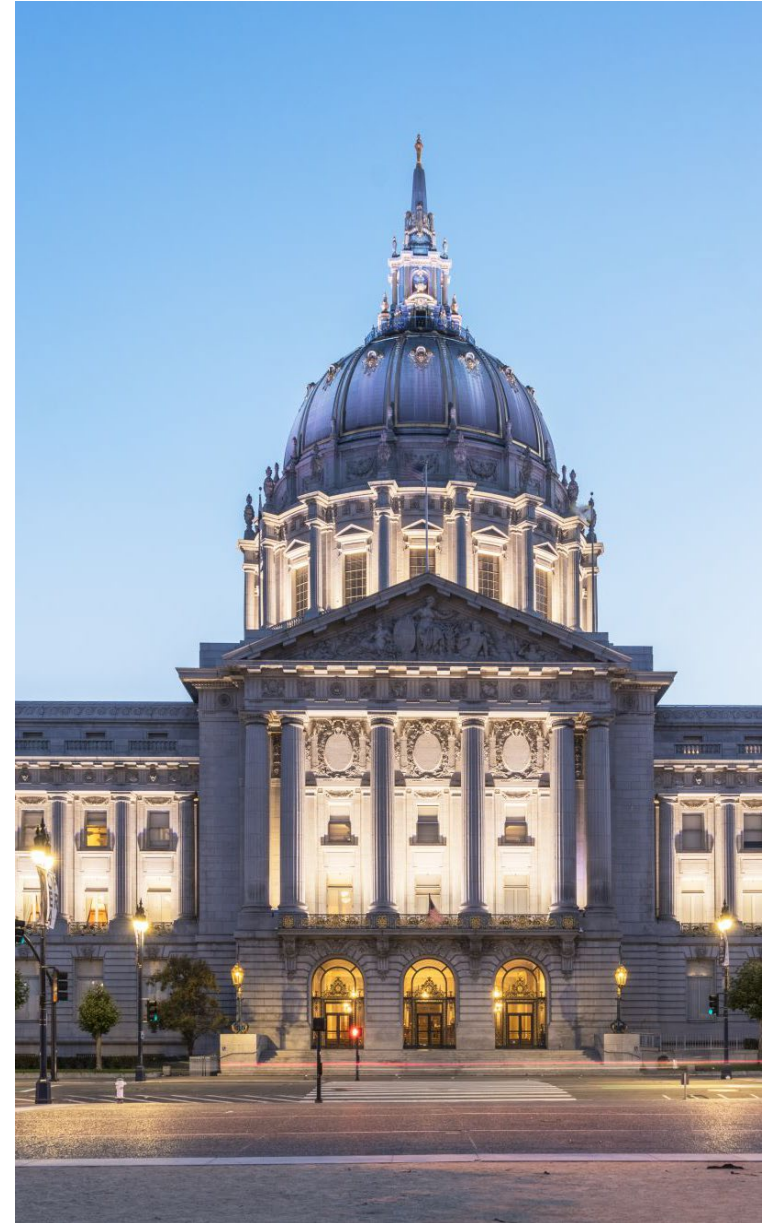
*Rules of Procedure for the  
Conduct of Meetings  
&  
Standards of Conduct*

February 2024

By:

April Mitts, Assistant City Manager

Cindy Tzafopoulos, City Clerk



# Agenda



Objectives



Roles and  
Responsibilities



Brown Act  
Review



Rules of  
Procedure  
for the  
Conduct of  
Meetings



Standards  
of Conduct

# Objectives



Groundwork for effective  
working relationships



Become acquainted with  
legal responsibilities



# Roles and Responsibilities Advisory Boards

Local government advisory boards, commissions, and committees play a crucial role in the functioning of local government by providing input, expertise, and recommendations on various issues and policies.

- Function under the direction of the City Council on behalf of the City and its residents.
- Appointed by and can be removed by the City Council.
- Council establishes committees by ordinance or resolution defining the role, purpose, and membership.
- Recommended changes in the role or purpose of a committee must be brought to the City Council to clarify how the proposed changes will provide improved or additional benefits.
- Chairperson, or committee designee, report at least once per quarter to report on the committee's activities and projects and provide updates to the Council and community.



# Roles and Responsibilities

## City Manager



Appointed by the City Council



Responsible for Fulfilling the Council's Vision



Sole Authority over Officers and Employees



Manage the City Organization in the Delivery of Public Services



Support the Elected Officials in their Role



Policy Analysis and Implementation



Designates staff liaison to each committee



# Roles and Responsibilities

## Staff Liaison

Designated by the City Manager

Assist the committee in understanding City functions and requirements such as:

- State Regulations
- Municipal code
- Brown Act

Ensures the continued flow of information regarding the City's efforts and progress on work that pertains to the committee's topic area.

Collect and file committee records and minutes.





# Brown Act

## Basic Rule

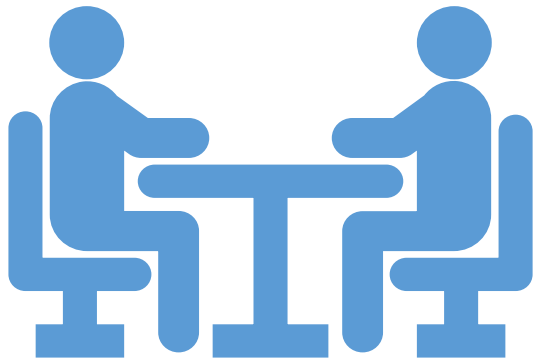


All meetings of the legislative body shall be open and public



All persons shall be permitted to attend any meeting of the legislative body, except as otherwise provided in the Brown Act

# Brown Act Meetings

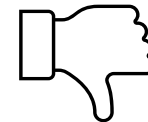
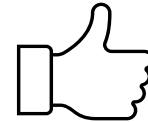


## Definition:

Any gathering of a majority of the members of a legislative body at the same time and location to hear, discuss, deliberate or take action upon any item which is within its subject matter jurisdiction.

## Types of Meetings:

- Formal
  - Regular Meetings
  - Special Meetings
- Informal
  - Daisy Chain
  - Hub and Spoke
  - Email/Social Media/Technology





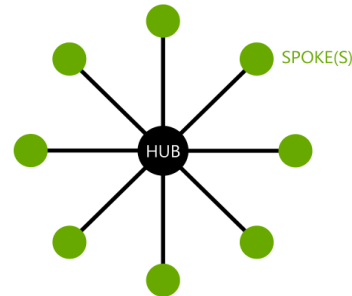
# Brown Act

## More on Informal Meetings

Daisy Chain: If Member A contacts Member B, and Member B contacts Member C, and so on, until a quorum has been involved, this type of “serial meeting” may result in a violation of the Brown Act.



Hub and spoke: An intermediary - such as a staff member or even a developer or applicant - contacts at least a quorum of the members to develop a collective concurrence on action to be taken by the legislative body.



Use of e-mail or other technology/media by a majority of a legislative body to discuss, deliberate, or take action on items within the body’s jurisdiction violates the Brown Act.





# Brown Act

## Recommendations for E-mail



Avoid sending e-mails to the whole legislative body.

If necessary, provide information only.  
Do not solicit a response.



Be careful replying to e-mails.

Do not communicate your position or make a commitment on a pending matter.  
Do not direct a reply to a majority of the legislative body.



Think carefully before sending any e-mail.

Remember, your e-mail can be forwarded by others to a majority of the legislative body.



# Rules of Conduct

## Rules of Procedure for the Conduct of Meetings

Establishes Procedures Related to Meetings (highlights)

- Time and Place of Regular Meetings
- Setting and Posting of Agenda
- Placing Items on the Agenda
  - Member Request for Items
- Order of the Agenda
- Public Testimony and Comments
- Discussion at Meetings





# Rules of Conduct

## Standards of Conduct

### Ethics

- Act in Public Interest
- Comply with both the Spirit and Letter of the Law and City Policy
- Conduct of Members
- Respect for the Process
- Conduct at Public Meetings
- Decisions Based on Merit
- Communication
- Conflict of Interest
- Gifts and Favors
- Confidential Information
- Use of Public Resources
- Positive Work-Place Environment
- AB 1234 Required Ethics Training





# Rules of Conduct

## Standards of Conduct

### Code of Ethics and Conduct

- Conduct with Each Other in Public Meetings
- Conduct with the Public in Public Meetings
- Conduct with City Staff
- Conduct with Boards, Committees, and Commissions
- Conduct with Each Other and the Public in Private Encounters

### Enforcement of Sanctions

- Acknowledgement of Code of Ethics and Conduct
- Ethics Training for Local Officials
- Behavior and Conduct
- Council Authority

## St. Helena City Council

The City of St. Helena Council is comprised of five Members elected at-large every Even years. Council Members serve four (4) year, alternating terms, and the Mayor serves a two year term. The Council is responsible for reviewing and establishing public policies responsive to the community.

The City of St. Helena is a General Law City and operates a Council-City Manager style of government. The City is governed by the California Constitution and laws enacted by the State legislature. All legislative power is held by the City Council which consists of the Mayor and four Councilmembers. While all Councilmembers are responsible for the City, the Mayor has the additional responsibility of presiding over City Council meetings, signing official resolutions, and presiding at ceremonies and events.

**Meet your City Council:** Check out the Biographies of the [Mayor and Council Members](#)

The City Council meets the second and fourth Tuesdays of each month at 6:00 pm in the Vintage Hall at St. Helena High School Campus, at 465 Main Street. The public is invited to attend all Council Meetings. Meetings are also streamed live on Channel 28 and are replayed the Friday after the meeting at 9:00 a.m.

**View all meetings and agendas:** [Click here](#)

- **City Council Goals (Established May 2023):** [Click here](#)
- **City Council Rules, Procedures and Standards of Conduct:** [Click here](#)
- **City of St. Helena Vision and Mission Statement:** [Click here](#)
- **City Council Adopted Policies:** [Click here](#)
- **Open and Public: A guide to the Brown Act:** [Click here](#)
- **City Council Intergovernmental and Internal Assignments:** [Click here](#)

## Additional Information

### Questions

- Cindy Tzafoopoulos, City Clerk
  - 707-312-1257
  - [ctzafoopoulos@cityofsthelena.org](mailto:ctzafoopoulos@cityofsthelena.org)

### Documents

- [Cityofsthelena.org/bc-citycouncil](http://Cityofsthelena.org/bc-citycouncil)



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# Questions?





# Council Goals



April Mitts, Assistant City Manager

February 2024

## City Goals – set by City Council

- Responsible for establishing broad goals
- Sets strategic direction, priorities, and allocation of staff resources

## Workplan/Objectives – set by City Manager

- Develops plan to achieve City Council Goals
- Responsible for developing workplan to achieve goals





| Goals  |                                                                        | Total Objectives | Objectives for FY 2024 |
|--------|------------------------------------------------------------------------|------------------|------------------------|
| Goal 1 | Strengthen Financial Sustainability                                    | 9                | 4                      |
| Goal 2 | Improve Infrastructure & Further Environmental Sustainability          | 46               | 27                     |
| Goal 3 | Pursue Water Security & Sustainable Management of Water Resources      | 11               | 6                      |
| Goal 4 | Provide Effective Community Information & Opportunities for Engagement | 20               | 14                     |
| Goal 5 | Enhance Quality of Life                                                | 44               | 22                     |
| Goal 6 | Improve Employee Recruitment, Retention, & Morale                      | 9                | 6                      |
| Goal 7 | Enhance Organizational Effectiveness                                   | 19               | 13                     |
| Goal 8 | Implement Capital Improvement Plans (CIP) Projects                     | 54               | 15                     |
|        | <b>TOTALS</b>                                                          | <b>212</b>       | <b>107</b>             |

# Sample of Goals/Objectives



## Goal 1

### Financial Sustainability

- Develop Long Range Financial Plan

## Goal 2

### Infrastructure & Environmental Sustainability

- Expand EV Charging Infrastructure

## Goal 3

### Water Security

- Update Water Neutrality Policy and Safe Yield Analysis

## Goal 4

### Community Information & Engagement

- Communication of Updated CIP Status

# Sample of Goals/Objectives



## Goal 5

### Quality of Life

- Create a Public Art Policy

## Goal 6

### Employee Recruitment, Retention, & Morale

- Develop a formal cross training and skill expansion plan

## Goal 7

### Organizational Effectiveness & Service Delivery

- Implement internal staffing, process, and technology to improve performance and speed

# Meeting the Objectives:

1. Identification of City Goal
2. Create SMART Objective to meet the Initiative
3. Estimated Deliverable Date
4. Status/Updates
5. Implementation of each Objective





# Objective Realized - Sample

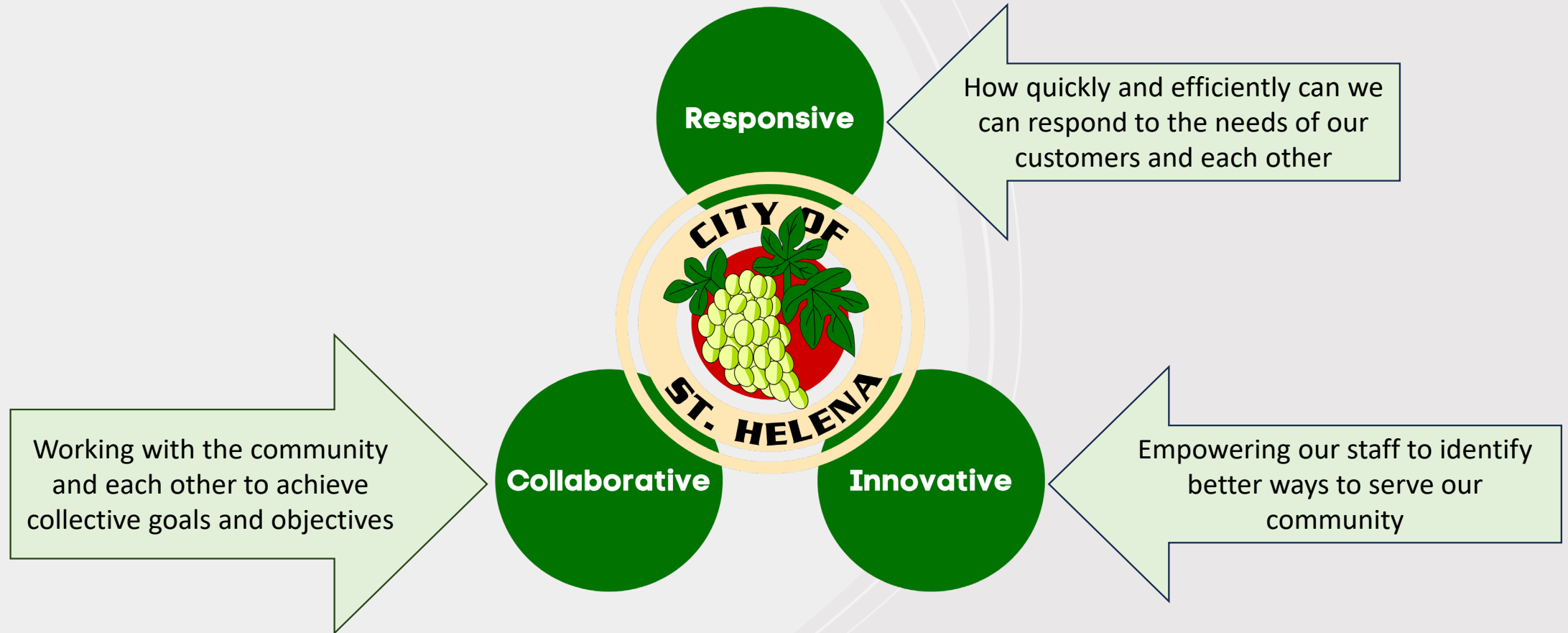
## Goal 6

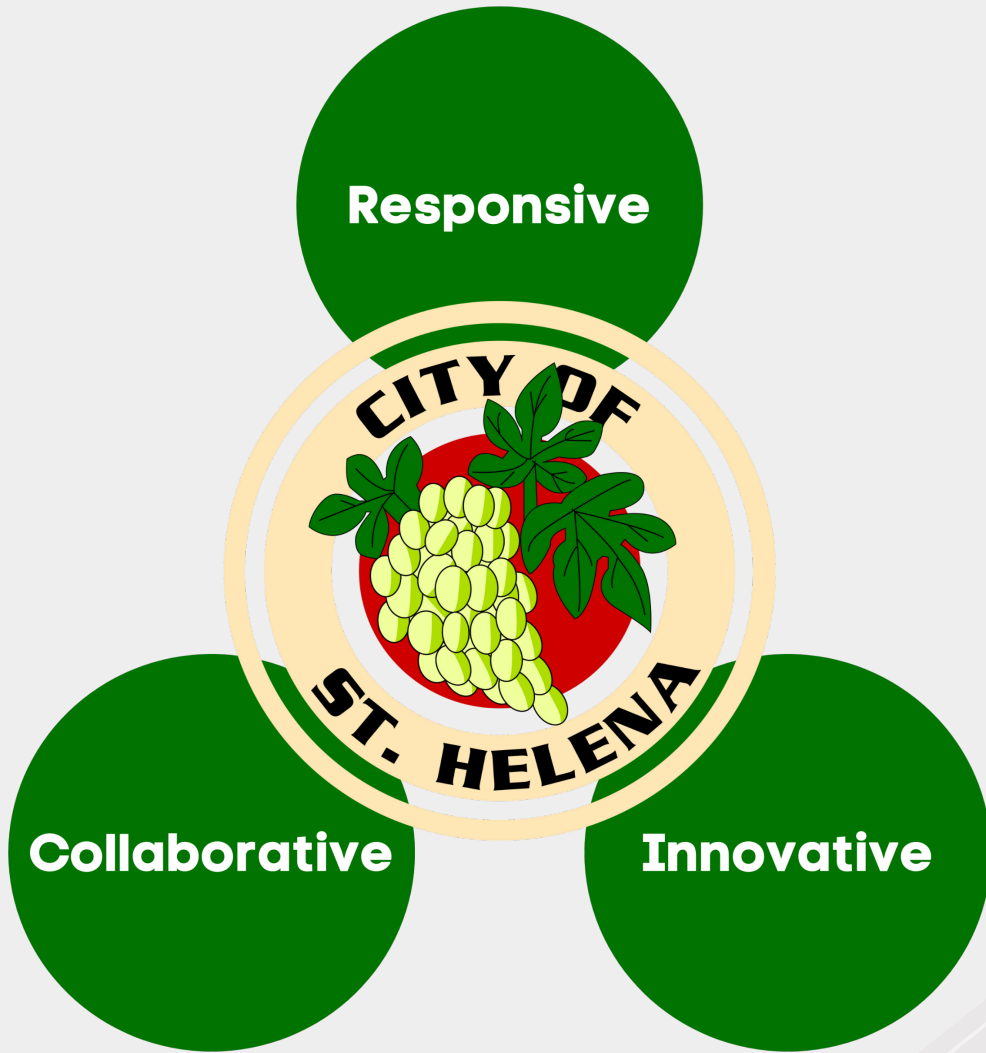
### Employee Recruitment, Retention, & Morale

- Develop Recruitment Videos that Highlight St. Helena as a Great Place to Work



# Core Values





*Questions?*





## PLANNING COMMISSION REPORT

Planning Commission Meeting of February 6, 2024

**FILE NUMBER:** n/a

**SUBJECT:** Appointment of a Planning Commissioner to serve on the Downtown Specific Plan Steering Committee

**PREPARED BY:** Maya DeRosa, Community Development Director

**REVIEWED BY:** Maya DeRosa, Community Development Director

**APPROVED BY:** Maya DeRosa, Community Development Director

### **BACKGROUND**

In November 2023, the City released an RFP to solicit consultants to assist in the preparation of a Downtown Specific Plan. The City is in the final selection process of a consultant after receiving a number of proposals from qualified firms. The Specific Plan is expected to be a two year process with a robust public engagement strategy that includes regular meetings with a Downtown Specific Plan Steering Committee to help provide guidance and input to staff and consultants throughout the process. City staff will be sending invitations to members of the business community, developers and non-profits in the weeks ahead. Staff desires to have the participation of a Planning Commission member as well as City Council in the composition of the committee.

### **ANALYSIS**

A Specific Plan is an important planning tool to guide both redevelopment in the downtown study area and propose improvements and placemaking in the public realm. This specific plan will include a number of technical studies including a parking study, market study and traffic study. Catalytic sites will be identified for future buildout within the study area which may result in future General Plan Amendments. Ultimately, the Specific Plan will act as a zoning overlay with development standards and uses that reflect the community vision. A CEQA document will be prepared concurrently which will streamline the approval process for future development within the Specific Plan.

It is anticipated the kickoff meeting for the project will occur in Q1 of 2024. Steering Committee meetings will last 1-2 hours and will be arranged as virtual meetings to make attendance and participation convenient.

**ISSUES**

No issues have been identified.

**STAFF RECOMMENDATION**

Nominate and Appoint a Planning Commissioner to serve as liaison steering committee member for the Downtown Specific Plan.

**ATTACHMENTS**

[St. Helena Downtown Specific Plan RFP FINAL](#)



# REQUEST FOR PROPOSALS:

## *Downtown Specific Plan*

Release Date: November 17, 2023

**Proposals must be received by 4:00 p.m. on Thursday, December 21, 2023,** at the following email address:

**Submittal contact:**

Aaron Hecock, AICP, Senior Planner  
[Ahecock@cityofstheleena.org](mailto:Ahecock@cityofstheleena.org)

**RFP questions:**

City of St. Helena  
Maya DeRosa, Community Development Director  
Community Development Department  
[mderosa@cityofstheleena.org](mailto:mderosa@cityofstheleena.org)



## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### INTRODUCTION

Napa Valley was the traditional homeland of several thousand indigenous people. St. Helena today is a beautiful and historical community located sixty-five miles north of San Francisco. The City of 6,000 residents is bisected by State Route 29 (also known as Main Street) and is surrounded by acclaimed vineyards, wineries, and open space.

St. Helena is centrally located in Napa County and sits at the heart of the upper Napa Valley, a region known for its diverse soils, microclimates, and success as a center for agriculture and the wine-making industry. Today, St. Helena continues to be a center for wine industry resources including everything from equipment to financing.

This community stands out in the Napa Valley for its unique, historic character, and its ability to attract visitors while also supporting the needs of its resident population. The City which has a reputation for superb amenities hosts the region's finest shops, world-class restaurants and art galleries, and some of Napa Valley's oldest wineries. Major economic drivers in St. Helena include agriculture, winemaking, tourism, and education. Several wineries and large-scale production facilities are located within St. Helena, providing jobs and economic benefits associated with tourism. Educational institutions located in the City, such as the Culinary Institute of America, provide jobs and educational opportunities for the area. St. Helena's vision includes guiding principles related to a sustainable community, a stable economy, and environmental stewardship while retaining its charm, rural character, and providing quality services to its residents.

With an eye towards the future, while building on the assets of today, the community of St. Helena envisions that, in the year 2040, the City will be a well-integrated place linked by effective community institutions, safe neighborhoods and streets, and superior schools, parks and public facilities. In addition, planning for a thoughtful, well-managed development, while maintaining its small-town, rural character, and honoring the historic and agricultural character is of vital importance to St. Helena residents.

St. Helena's broader vision is based on a common understanding of what it means to live and grow as a sustainable community, making decisions that allow the community to meet the social and economic needs of today, while allowing future generations to meet their own needs.

St. Helena is a full-service City and encompasses an area of five square miles and is a General Law city operating under the Council/Manager form of government with four council members elected at large and a directly elected mayor. The City Manager is responsible for the efficient execution of Council adopted policies through various departments including Administrative Services, Community Development, Fire, Police, Public Works, Parks & Recreation, and Library.

St. Helena's FY 2022/23 General Fund budget is \$18.7 million with a total budget of \$53.2 million which includes Capital Improvement Funds and Water and Wastewater Enterprise Funds.

The City is issuing this Request for Proposals (RFP) to retain the services of multi-disciplinary firms, consultants, and consultant teams with demonstrated experience in preparing Specific Plans



## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

for downtowns and surrounding environs. In particular, consultants with demonstrated experience in land planning, urban design, historic preservation, mobility, landscaping, sustainability, and public works infrastructure are encouraged to apply.

This document includes background information, outlines the proposed scope of work for the project, details the submission requirements in response to this RFP, and explains the consultant selection process. The selected consultant(s) will work closely the City's project team (consisting of staff from the Community Development Department and other key staff from relevant City departments and divisions), and a proposed Downtown Steering Committee (DTSC) consisting a wide range of community stakeholders.

#### **BACKGROUND**

In 2019 the St. Helena City Council adopted a comprehensive update to the General Plan that was followed by comprehensive update to the Zoning Ordinance. The new zoning code has been adopted and will become effective on November 24, 2023. The Economic Development Element of the General Plan includes a number of policies to encourage revitalization and the newly adopted zoning code has a number of changes specifically in the downtown area to further a mix of uses promoting vitality while also removing barriers such as on-site parking requirements, fees and discretionary project processing. Prior to and concurrent with the General Plan update process, there were two community led efforts to help foster new investment downtown which are noted below.

#### **Renaissance St . Helena-December 2006**

The St. Helena Downtown Renaissance report objective was to initiate an effort to define enhancements to the image, infrastructure and economic position of downtown St. Helena. The effort provided overall policy direction for downtown while identifying specific investment opportunities and related implementation steps. The resulting goal was to develop preliminary principles, concepts and corresponding investments to assist the St. Helena Downtown Renaissance partners in undertaking a planning effort to make downtown a better place for residents and visitors. The plan was never adopted by the City Council nor were there any corresponding land use General Plan or zoning changes to implement the development vision. The report can be viewed below:

[Downtown Renaissance Report](#)

#### **Cultivate St. Helena**

Cultivate St. Helena was a forward-thinking placemaking strategy that underwent design engineering and community outreach but did not continue forward after the COVID-19 pandemic. Through enhanced streetscape, a project goal was to create a sense of place through art, historic and agrarian references.

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

The core components of the project included between Pine Street and Spring Street to (See separate pdf attachments):

- Replace sidewalks
- Replace curb and gutters
- Add bulb outs and mid-block crossings
- Remove street trees and install new species
- Provide electric and utility services
- Provide amenities such as bike racks, benches and wayfinding

This project is consistent with City Council Goal 1: "Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship and Public Health." and 2019 Workplan Item F: "Initiate public engagement process and complete design of Downtown Streetscape Project."

On March 12, 2019, City Council was provided an initial presentation by the consultant team on the community outreach kickoff for the Downtown Streetscape planning process. On June 4, 2019, Gates and Associates provided an updated presentation to the Planning Commission. After numerous public outreach meetings with stakeholders and the community, the design team reviewed concept designs with the City Council on June 11, 2019. Based on feedback from the City Council, the team progressed to detailed design and refined cost estimates for the comprehensive Streetscape Plan and sidewalk improvements.

#### **Other Studies**

With the recent completion of the Urban Land Institute (ULI) Technical Advisory Panel (TAP) Report (June 2023), there is much interest in charting forward a plan to stimulate economic revitalization in the downtown to further develop a distinctive identity that serves both residents and visitors. One of the recommendations of the TAP is that the City should pursue the creation of a Downtown Specific Plan and couple it with an EIR to streamline the entitlement process for future developers. The ULI report is discussed further on page 8 with a link to report as well.

All of these factors combined make this the ideal time to address the future of the City's downtown and its surroundings.

#### **THE CITY AND DOWNTOWN**

The City of St. Helena, known as "Napa Valley's Main Street", is noted for its small town charm and historic downtown and residential areas. The Downtown features diverse upscale retail shops, eateries and wine tasting experiences with single-family residential neighborhoods located proximately east and west of downtown. Due to a general lack of restaurants and bars, there is limited night life activity in St. Helena.

In 1998, three blocks of St. Helena's downtown commercial district on Main Street were placed on the National Register of Historic Places and designated a Historic Commercial District (refer to

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

map on page 6) There are other notable landmark historic properties in the City that are individually listed on the National Register, including the Greystone building at the Culinary Institute of America, the Beringer Estate (National Register District) and Spottswode Winery. The City maintains a list of historic properties and there are a number of neighborhoods that would be eligible for designation as local historic districts. St. Helena's rich architectural history, historic Main Street and cultural landscapes help distinguish it from many surrounding wine country cities and towns. This area was recently surveyed by an architectural historian in 2020 as part of a Caltrans street improvement project and those surveys are on file with the City.

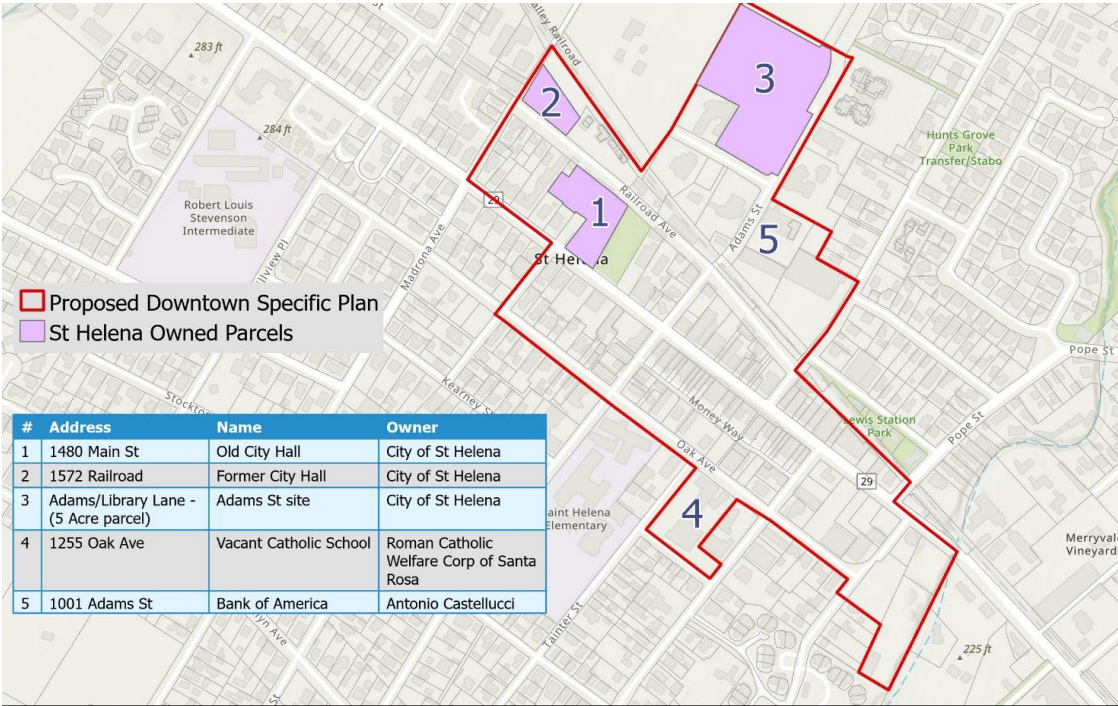
The City lacks a centrally located gathering plaza downtown. The City has experimented with the closure of Hunt Avenue between Main Street and Railroad to create pedestrian plaza identified at "The Hunt Avenue Hub" with tables, umbrellas and chairs during COVID but due to complaints from the Safeway store delivery drivers, the City decided to re-open and not make a permanent closure. The City does utilize Lyman Park on the northern section of downtown for a variety of events, including the July summer concerts, but the functionality of the space is limited due to the location and size of the gazebo.

The two roadways that run parallel to Main Street, Railroad Avenue and Oak Avenue, lack identity as downtown corridors but also have a significant amount of underutilized land as parking that could be redeveloped.

The City is in discussions with the City Council regarding undergoing the Surplus Lands Act process for two City owned parcels downtown located at 1480 Main Street and 1572 Railroad Avenue. These are included within the Downtown Specific Plan study area as shown in the graphic below.

While the residents and local-decision makers recognize and enjoy the current renaissance of new business openings in the downtown area, the community also recognizes that change and new opportunities are fundamental to the future long term economic success of the downtown. Furthermore, the City recognizes that a Specific Plan will be a critical tool to maintain the historic charm of the Main Street while also anticipating the change and growth opportunities within the study area that will define the downtown sense of place beyond Main Street. The selected consultant will help the City update its policies and development standards governing the downtown area. The anticipated Specific Plan study area is framed by Fulton Street at the north end and Mitchell Street on the south side, with Library Lane to the east and Oak Avenue to the west. As seen in the map below, this plan will look at the downtown environs with a holistic perspective to accommodate desired improvements and growth.

CITY OF ST. HELENA  
Downtown Specific Plan Request for Proposals



CITY OF ST. HELENA  
Downtown Specific Plan Request for Proposals



GENERAL PLAN UPDATE  
City of St. Helena

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### RECENTLY COMPLETED AND CONCURRENT PLANNING EFFORTS

##### **Urban Land Institute Technical Assistance Panel Report (completed June 2023)**

The City engaged ULI to help the City create economic development strategies for placemaking, placebranding and other methods to grow economic investment in St. Helena. The full report can be accessed below and it also includes identification of catalytic opportunity sites downtown. The study area was generally very similar to the boundaries of this Specific Plan.

[Final ULI Report 2023](#)

##### **Zoning Code Update (approved October 24, 2023)**

After a three year public engagement process and code review, St. Helena will have a new zoning code effective on November 24, 2023. Key changes in the code include adding objective design standards, reducing the amount of residential development in the Agriculture zone as well as the other single family zoning districts while updating the land use tables to allow more staff level approvals and expanding the types of allowed commercial businesses to increase investment downtown. Additionally all parking requirements for the downtown CB district were removed with reference that a future comprehensive parking study could make future amendments to parking requirements which is a component of the scope of this RFP.

View draft code in link below, final code will be posted by November 23, 2023 at website below:

[Zoning Code Update - Approved October 24, 2023](#)

##### **Business Recovery Strategy (considered by City Council August 24, 2021)**

St. Helena, like other communities globally, suffered an extreme economic impact from the COVID-19 pandemic which further increased vacancies downtown. In response, the City Manager brought a Business Recovery Strategy to the City Council for consideration in the summer in 2021 with initiatives that would help the City attract new business investment. The report link is below. The City has lacked the staffing, capacity and funding focus to bring forward many of the implementation actions noted at the end of the report.

[Business Recovery Strategy - August 2021](#)

##### **Downtown Retail Market Analysis (2017)**

In late 2017, the City Council held a strategic planning workshop to discuss three-year goals and 12-month strategic objectives for the City. “Ensure the Long-Term Economic Sustainability while Safeguarding St. Helena’s Unique Culture and Quality of Life” emerged as a key goal, along with a desire to revitalize downtown to improve its resilience.

The City Council also commissioned the preparation of an Economic and Demographic Profile, and a Downtown Retail Market Analysis to evaluate the downtown’s retail viability. This analysis was prepared by Kosmont Companies and presented to the City Council on July 24, 2018, including several recommendations to address concerns with its downtown.



## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

Key findings of the study included:

- Downtown's 8% vacancy rate is significantly higher than adjacent markets (2.6%);
- Retail lease rates are at an all time high historically and higher than those for the Napa County submarket, and all of the neighboring submarkets;
- Most local serving merchants cannot achieve the needed sales volume exclusively from resident households to remain profitable;
- The City has an unpredictable decision-making process and does not have a business-friendly reputation (e.g. difficult entitlement and permitting rules);
- Very few retail uses are allowed by right and permits run with the land, meaning tenants cannot relocate without high cost/risk; and
- The City is a net job importer, with approximately 3,000 workers employed in the City but living outside City limits.

The Downtown Retail Market Analysis can be viewed in the link below.

[Downtown Retail Market Analysis](#)

#### **Housing Element (Adopted May 2023)**

St. Helena obtained certification of its Housing Element on September 26, 2023. The RHNA allocation was 256 housing units over the next 8-year planning period. For more information, please view the Housing Element in link below:

<https://sthelenahousing.com/>

#### **Draft Trails and Open Space Plan (November 2022)**

In 2022 the City completed a draft Trails and Open Space Plan to further promote both existing and proposed pedestrian circulation opportunities in the City. The Plan was considered by the Parks and Recreation Commission in November 2022. Next steps are Planning Commission and City Council public hearings to formally adopt the Plan. Providing a variety of trails and paths throughout the City is an important component of a successful economic development strategy.

[Trails and Open Space Plan - Draft November 2022](#)

#### **Napa Valley Vine Trail**

There is a planned Countywide biking and walking pathway system connecting Calistoga south to American Canyon. The section of the trail through St. Helena is under construction in the northern segment but not downtown yet. The proposed alignment would have it utilize Oak Avenue to keep the bicyclists off Main Street. The staff report with the recommended alignment was supported by the City Council in April 2022. Please refer to the staff report and attached map alignment.

[April 2022 Staff Report - Vine Trail Alignment](#)

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### **Integrated Utility Master Plan (April 2021)**

The existing infrastructure for sewer, water and storm drainage are discussed in detail in the Integrated Utility Master Plan by Carollo Engineers in link below.

[Integrated Utility Master Plan - Final - April 2021](#)

**Modeling effective community engagement.** As part of this Plan, the City will build on previous conversations with the community regarding future development, parklets, streetscape, traffic and circulation, connectivity, mobility, wayfinding, parking, activity nodes, housing, mixed-use developments, public plazas, and more.

#### **PROJECT OBJECTIVES**

The City of St. Helena has a vision that downtown St. Helena will further strengthen its identity in Napa Valley as the epicenter of food and wine culture that is further distinguished by the cultural richness of its historic Main Street. Beyond Main Street, the adjacent Railroad Avenue, Oak Avenue and Money Way corridors will be developed into a dynamic, vibrant, and eclectic mixed-use areas with seamless connectivity to the adjacent residential neighborhoods on both the east and west sides of Main Street. Walking downtown St. Helena should be a sensory experience not just for the eyes, but also in sound, smell and touch. The Plan should create a solid foundation and framework so that the desired community vision has the best opportunity to be realized. The Plan should contain detailed land use standards, catalytic opportunity sites and implementation measures required of future projects located within its boundaries. It is anticipated the Plan would be a long-term, 20-year plan that garners meaningful and transformational change that uplifts and inspires multiple- generations, not just in the downtown and environs, but in the city as a whole. However, due to urgency to create revenue generating land uses, the implementation schedule should prioritize and incentivize the redevelopment of key sites within 2-5 years of plan adoption.

The Plan will also consider major infrastructure, such as sidewalks, trees, parking, and public amenities like seating and bike parking. It will establish the “look” and “feel” of what future streetscapes will be on Main Street, Railroad Avenue and Oak Avenue as well as assessing a future land use vision for the downtown via potential subdistricts and capitalizing on underutilized parcels. It will also refine the parameters of allowable development and developer and property owner responsibilities.

The Plan must also provide direction for the design of improvements in the public realm, as well as an approach to providing open space, including the design of a plaza/park or open space areas (either as part of new developments or as public amenities). Furthermore, the City welcomes creative ways to incorporate recreational and entertainment elements into the fabric of the downtown and environs.

The Plan shall be prepared in accordance with the City’s vision and address the concerns of major



## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

stakeholders, including the proposed new Downtown Steering Committee, Parks and Recreation Commission, Active Transportation & Sustainability Committee (ATSC), Planning Commission, and City Council. The Plan should include goals and policies for the study area that create a strong sense of identity for downtown St. Helena; specification of appropriate land uses and land use diagrams, a connected multi-modal circulation framework, design parameters for both public realm and private property, objective standards and illustrative guidelines; public art opportunities, wayfinding, analysis of needed infrastructure and capital improvements (including a potential centralized refuse area for Main Street merchants that back to Money Way); and financing methods for implementation. The primary elements of the Plan are:

- Develop and implement public realm standards and urban design guidance that promote a walkable and livable environment within the Plan area while creating a strong sense of arrival and place
- Develop and implement land use strategies for creating a vibrant downtown both during the day and evening, relevant zoning regulations via a Downtown Specific Plan Overlay District, i.e., building height, façade improvements, and ground floor uses while respecting the historic character of downtown.
- Develop strategies that consider downtown gateway treatment on Main Street from approaches on the north and south, outdoor dining, street closures (i.e., assess a range of options to address the closure of a portion of Hunt Avenue, including alternatives for partial closure to full closure, and include the process and timing), downtown events and public space programming, mix of uses, parklets outside of Main Street (including parklet design standards), re-imaging Lyman Park, walkability, businesses, activation of alleys, urban plazas, streetscape, maintenance, and emergency access.
- Develop a plan that is inclusive of community members of all ages and abilities, and also visitors to the City. Continue to implement General Plan policies for maintaining St. Helena's Main Street as a unique shopping district.
- Identify additional zoning opportunities to add to the downtown vibrancy, including reducing limits on outdoor food trucks, outdoor seating, pop-up retail, outdoor kiosks, music, and other special events.
- Consider establishing a Main Street façade improvement loan program.(the idea behind this is to support small businesses that need assistance improving their facades for both general beautification and to attract customers)
- Design a Downtown Wayfinding Project to install directional signage for both motorists and pedestrians and gateways throughout the city (improved wayfinding and the addition of directory kiosks will help guide customers to Downtown businesses)

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

- Develop strategies that consider traffic and circulation, mitigating traffic congestion, , accessibility, creating a comprehensive downtown parking master plan, and recommendations on if a parking in lieu fee should be reinstated to mitigate any needed to build off street public parking.
- Develop goals and policies for future development of the Plan area, including general design parameters and guidelines
- Develop guiding parameters for a unifying streetscape, including visual enhancements, improved and safer pedestrian movement, and provision of public spaces within the study area
- Explore opportunities for shared streets (“woonerfs”) that is a flexible pedestrian-focused street, allowing for vehicular, bicycle, and pedestrian circulation. (The street design appears more like a plaza, with pavers on drive lanes and sidewalks, and sidewalk delineated with bollards, colored pavers, and street furniture instead of traditional curbs. These streets are flexible in nature, as they can easily be converted to car-free streets for events)
- Collaborate with the City and possibly other consultants to prepare any necessary initial studies to determine the level of impact of the project and prepare if needed a subsequent Environmental Impact Report in order to streamline the future CEQA review of future development in the Downtown Specific Plan.
- Perform community engagement to inform and invite participation from the public about the Plan process through a stakeholder and community engagement strategy
- Build on the area’s existing strengths, help provide a focus for the community’s visions for the Downtown area, and establish a “sense of place” and identity
- Expand the existing downtown core to Railroad Avenue and Oak Avenues through the integration of a distinctive, pedestrian-oriented, and economically viable area.
- Evaluate the quality and effectiveness of existing public infrastructure and identification of future needs to support the community goals for the next 10 to 20 years; infrastructure includes parking, sidewalks, streets, lighting, street trees, benches, planters, landscaping, flower baskets, storm drain, banners, signage, trash cans, service areas, bike racks, utilities, and other basic support systems needed or desired to support the community’s vision for a continued strong downtown center, with an integrated and supporting residential area

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

- Develop a Plan implementation program, including cost analysis and financing that accommodates a gradual transition to any new uses and streetscape and provides improvement incentives to existing businesses

#### SCOPE OF WORK

The proposed scope of services requested for this project include:

#### Phase 1 – Project Commencement

##### Task 1.1 – Information Gathering

The consultant shall review and collect existing information about the study area. Primary sources of information are the General Plan, the General Plan EIR, and appendices, Renaissance Plan, Cultivate St. Helena streetscape plan, ULI TAP report, Money Way study, Main Street Commercial National Register listing, Economic Strategy Plan (2021) SHAPE report, Surplus Lands Act staff reports and Retail Analysis (2018). The Consultant shall also review the recently adopted Zoning Code and Housing Element Update. In addition, the consultant will work with other City departments, such as Public Works, for relevant infrastructure plans and standards. This scope should include Interviews with community members, the Downtown Specific Plan Steering Committee, Planning Commissioners, City Council and stakeholders to determine what is working well and what challenges need to be addressed. The selected consultant will review and use this information, and submit any data requests needs to city staff, to develop the Plan.

##### Task 1.2 – Kick-off Meeting with Key City Staff and Consultant

The consultant(s) and City staff will meet to review and finalize the work scope and project schedule. The meeting will include a discussion of project goals, opportunities and constraints, provision of relevant background information and documents for the existing conditions analysis, arrangement of informational meetings with relevant City staff members, development of the community engagement program, and project management.

##### Deliverables:

- Project commencement meeting with City staff
- Detailed project schedule including meetings with community and DTSC, key deliverables, public review periods and adoption hearings. Project schedule for the CEQA and detailed milestones should be represented concurrently with Specific Plan process.
- Memorandum summarizing the meeting

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### **Task 1.3 – Community Engagement Strategy**

The City of St. Helena values input from our community and advocates community engagement throughout the planning process of any strategic plans. The Comprehensive Zoning Code update included robust outreach and stakeholder participation. For the Specific Plan, staff anticipates a more focused approach, with a proposed Downtown Steering Committee (DTSC) and more participation by City committees and commissions, such as the Parks and Recreation Commission, the Active Transportation and Sustainability Committee, the Planning Commission, and City Council. In addition, consultants can expect to work with staff to schedule regular check-ins with Subcommittee throughout the Plan process. With assistance from City staff, the consultant will develop an engagement strategy, which will focus on engaging key business owners, property owners, and residents, as well as check-in at project milestones with St. Helena committees and commissions. The consultant team shall consider community outreach strategies and methods, including online surveys.

The main goals of the community engagement strategy will be to:

- Engage the Downtown Steering Committee (DTSC) representing a wide range of community stakeholders
- Provide information to the DTSC and broader community regarding what is a Specific Plan and how it is different than prior studies such as Renaissance Plan.
- Invite input on features of the existing City policies and programs that have been successful and those that have been less successful
- Provide information to the community and City commissions and committees, including but not limited to the Planning Commission in connection with joint meetings with the City Council, Parks and Recreation Commission, Active Transportation Sustainability Committee, Downtown Subcommittee regarding the purpose of the Plan update and clearly describe the impacts, benefits, the scope and contents of the Plan, and implementation timing
- Provide opportunities for stakeholders and interested community members to plan for the future of their community, including seeking input on the vision for the area, land use, the public realm, streetscape, and the final preferred alternative.

The DTSC will be made up of a wide range of community stakeholders. Members will be identified and asked to participate in meetings with staff and consultants. The purpose of the DTSC is to involve the community in the Plan process in a focused, technically-

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

oriented manner, to be leaders and a voice for the community, and to ensure that their input and interests are heard and reflected. The group will help review plan concepts developed by the consultants and ensure that community sentiment is reflected in the Plan.

The strategy should include an approach for contacting all business and property owners within the Plan boundaries. The project budget should include the cost of preparing community meeting notices, as well as any meeting materials (such as informational or educational materials, staff reports, and presentations, etc.), renderings, and photographic simulations that will assist in the engagement process.

The consultant will work with City staff to develop a project logo, develop a website to provide background and meeting information, reports, and maps related to the project. The external project website will be linked to the City's website. City and consultant staff will post information to keep the site current.

#### Deliverables:

- Community Engagement Strategy
- Meeting Materials
- Visualization tools, including renderings and visual simulations
- Project Logo graphic design
- Project website

#### **Task 1.4 – Project Management – Weekly Conference Calls**

The consultant should anticipate biweekly to weekly (as needed) project update conference calls between the consultant and City staff throughout the duration of the project. This task should provide for weekly 1-hour conference calls for a 2-year timeline, and other associated project management.

#### Deliverables:

- Project Management – Weekly Conference Calls

### **Phase 2 – Existing Conditions and Initial Outreach**

#### **Task 2.1 – Existing Conditions Map and Report**

An existing conditions and opportunities map and report will be developed. The consultant will evaluate the existing physical and regulatory conditions in the project study area. This information includes: existing land use; physical conditions;

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

environmental conditions; urban form; public realm; streetscape; pending and approved development projects; planned public and private improvement projects; circulation network; transit use; historic resources; and development constraints. Based on analysis of existing conditions, potential opportunities and constraints in the Plan area shall be identified. The report must provide an overview of the key infrastructure systems in the area and note which systems will require updates to support development allowed under the current General Plan. The Plan should incorporate the City's existing infrastructure plans (sewer, stormwater, streets, and traffic) and capital improvement projects.

#### Deliverable:

- Existing Conditions and Opportunities Report including Opportunities and Constraints Map

#### **Task 2.2 – Subcommittee Committee Meeting #1**

The first meeting of the DTSC will occur after completion of the existing conditions and opportunities analysis. The purpose of the meeting is to understand the community's vision for the Plan area and solicit input on opportunities, issues, and hopes for the area. The consultant will develop a strategy to understand community preferences within the Plan area. Use of photo simulations and development prototypes to help identify preferences should be employed, as well as community asset mapping, allowing the community to identify assets or concepts for improving the area. Following the DTSC meeting, a community workshop with the broader community will be held to solicit additional feedback. The meetings will provide input regarding community interests that will help in the development of two concept Plan alternatives. The consultant will lead these meetings.

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### Deliverables:

- DTSC Meeting Notice and Agenda #1 notice/agenda
- DTSC Meeting #1, including attendance and facilitation, and all necessary meeting materials
- DTSC Meeting summary
- Community Workshop 1 notice/agenda
- Community Workshop 1, including attendance and facilitation, and all necessary meeting materials
- Community Workshop 1 summary
- Online survey (for those that could not attend the community workshop)
- (Up to four (4) consultant/staff meetings with community groups, residents, business owners, etc. upon request)

### Phase 3 – Concept Plan Alternatives

#### Task 3.1 Preparation of Two Concept Plan Alternatives

Following the initial meetings and outreach, the consultant will develop two different urban design scenarios. The scenarios will be “high level,” and include a vision statement(s). Alternative scenarios should promote development of underutilized land and create an urban identity for Railroad Avenue and Oak Avenue. Money Way should also be studied in the plan as an opportunity area for activation based on public feedback. The Specific Plan will seek opportunities for both visitors and residents to use circulation networks to easily access services and facilities throughout the plan area and beyond the Plan’s boundaries. Changes to development standards and standards overseeing the public realm and right-of-way may be considered. The alternatives should consider information prepared through the planning process and from outreach conducted.

Each alternative shall address at a high-level:

- Achievement of a mix of uses, including residential infill where appropriate
- Building height and increased densities, and a modal split of reduced/consolidated parking within the Plan area and increased transit, walking, and bicycling
- Motor vehicle, bicycle, and pedestrian circulation
- Roadway design alternatives including sidewalk width, public amenities/furniture, and on-street parking
- Location and design of public spaces, sustainability features and community facility options, illustrating how these fit into the built environment

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

The consultant will present the alternatives at DTSC Meeting 2 and a Joint Planning Commission/ City Council meeting (city is open to a community workshop as alternate format but emphasizes importance of engaging the City Council and Planning Commission early in the process. At these meetings, the consultant shall use creative, interactive techniques to understand participants' preferences. This may result in a clear preference for one alternative or in a hybrid concept that combines components of each. Based upon input received, the consultant shall develop a preferred concept plan alternative that will serve as the basis for the Plan. Input received will be used to refine the alternative and develop the preferred alternative.

#### Deliverables:

- Display graphics illustrating the alternative land use, circulation, and urban design plans with additional sketches, visual simulations, elevations, and street sections needed to convey each alternative
- Quantified development potential for each alternative
- DTSC Meeting 2 notice/agenda
- DTSC Meeting 2, including attendance and facilitation, and all necessary meeting materials
- DTSC Meeting 2 summary
- Public meeting 2 notice/agenda
- Public meeting 2, including attendance and facilitation, and all necessary meeting materials
- Public meeting 2 summary
- Online survey (for those that could not attend the community workshop)
- (Up to four (4) consultant/staff meetings with community groups, residents, business owners, etc. upon request)

## Phase 4 –Specific Plan Preparation

### Task 4.1 Preparation of Preferred Concept Plan Alternative

Based on input received at the second DTSC meeting, community meetings, as well as input received from other methods of community outreach, the consultant, in consultation with City staff, will develop a preferred concept plan alternative, which will serve as a basis for the draft Plan. The preferred alternative may be one of the alternative scenarios or a hybrid of the alternatives. This step will be the most important and public outreach-intensive part of the process, so the consultant team must propose a creative and extensive public outreach process. The proposed preferred concept plan alternative would be reviewed by the Parks, Recreation Commission, Active Transportation and Sustainability Commission, and followed by Planning Commission and City Council, who would give final direction on the preferred concept plan alternative prior to drafting the Plan.



## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### Deliverables:

- DTAC Meeting 3 notice/agenda (review preferred concept plan)
- DTAC Meeting 3, including attendance and facilitation, and all necessary meeting materials, if necessary
- DTAC Meeting 3 summary
- Community Workshop 3 notice/agenda
- Community Workshop 3, including attendance and facilitation, and all necessary meeting materials
- Community Workshop 3 summary
- Online survey (for those that could not attend the community workshop)
- Four separate meetings with the Youth Advisory Council, Economic Development Advisory Commission, Parks, Recreation and Culture Commission, and Transportation & Circulation Commission
- Planning Commission
- City Council
- Refinements to the preferred concept plan alternative based on input from the City Council

#### **Task 4.2 Preparation of Infrastructure Development and Services Plan**

The consultant shall prepare an Infrastructure Development and Services Plan and Budget to determine, at a preliminary engineering level, infrastructure needed to support land uses and public improvements identified in the preferred alternative. The analysis shall describe infrastructure conditions and improvements needed to support the plan in terms of water, wastewater, storm drainage (including low impact development and green infrastructure), electricity, gas, cable, telephone service, internet/fiber, transportation, greenways, and parks. Distinction shall be made between improvements needed for existing versus future development so future costs can be appropriately attributed. In addition, increased demand for public services such as transit, schools, police, and fire required to serve the Plan area should be identified, with an estimate of costs associated with providing those services. The plan and budget shall:

- Analyze and summarize existing and needed service capacities
- Assess the services envisioned in the Specific Plan and those that would be needed with the preferred alternative

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

- Include phasing and construction issues and strategies
- Provide descriptions of needed public improvements, including street improvements to City standard, traffic and transit improvements (both capital and service), upsizing of water and wastewater mains and storm drains, undergrounding utilities, and park acquisition and development costs
- Provide descriptions of needed improvements associated with private utilities, such as natural gas, electric, phone, cable and internet connectivity
- Provide descriptions of any changes required to public services and facilities; and provide cost estimates and phasing recommendations for needed improvements and services by system or type within the Plan area

Note regarding water use: The City has a water neutrality policy that all new development must achieve (refer to St. Helena Municipal Code). The Specific Plan will model and forecast future water demand based on the proposed Specific Plan preferred alternative and determine any shortfalls that exist. The Water Neutrality Policy is currently being updated in collaboration with a consultant under the direction of the Public Works Department and is expected to be adopted in 2024. The Specific Plan water analysis should be consistent with this updated policy that will be adopted by the City Council.

The draft Infrastructure Development and Services Plan will be reviewed by staff and service providers. Any comments will be provided back to the consultant for correction prior to inclusion into the Specific Plan

#### Deliverables:

- Draft Infrastructure Development and Financing Strategy Report
- Incorporation of staff and agency comments to prepare final report for inclusion in the Specific Plan
- GIS maps of existing utilities (sewer, water, storm drain)
- GIS maps noting areas of future needed upgrades (sewer, water, storm drain)

#### **Task 4.3 Prepare Public Review Draft of the Specific Plan**

The consultant shall prepare a draft Specific Plan in compliance with State law. The updated Plan will serve as the City's long range, comprehensive land use, circulation, and implementation plan for guiding development within the Plan boundary. The Plan

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

shall contain the following components:

- **Land Use Plan.** Description of the land uses, maps, diagrams, policies, development standards, development guidelines, massing, etc. Focus areas for future development opportunities shall be studied and highest and best land uses shall be recommended utilizing model of high revenue generation. It is assumed any new land use standards would be implemented as a “Downtown Specific Plan Overlay Zone” and also respect the historic fabric of buildings both within and outside of the Commercial National Register District.
- **Transportation.** Description of circulation for motor vehicles, transit, bicycles, and pedestrians. Policies regarding complete streets
- **Urban Design.** Design and development standards for development, streetscapes, lighting, and open space including treatments for downtown gateways, alleys, public amenities and wayfinding throughout the Plan Area.
- **Public Services.** Includes information about services and infrastructure needed to implement the Plan. This should include specific policies regarding utilities, public safety, parks, educational facilities, libraries, and cultural facilities
- **Access and Connectivity Plan.** Addresses access to and through the Plan area, with specific focus on connecting development with all transportation modes including walking, bicycling (include Napa Vine Trail Route), driving, and transit. Accessible design for disabled and elderly persons should be a component of this section
- **Implementation and Financing Plan.** Identifies actions and strategies for Plan implementation, along with completion date estimates, phasing, and cost estimates. Includes infrastructure improvements needed for Plan implementation. The implementation plan will be formatted and organized to show for each action who is responsible, the timing and resources needed to implement.

An administrative draft Plan shall be prepared for review by City staff.

Comments received shall be incorporated into the public review draft Plan.

The consultant shall conduct DTSC and Community Meetings, meeting with the Parks, and Recreation Commission, Active Transportation & Sustainability Commission, Planning Commission, and City Council and any other method of outreach, following preparation and release of the draft Specific Plan to present the Plan and to receive public comment and input.

#### Deliverables:

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

- Administrative Draft #1 Specific Plan
- Administrative Draft #2 Specific Plan
- Public Review Draft Specific Plan
- DTSC Meeting 4 notice/agenda
- DTSC Meeting 4, including attendance and facilitation, and meeting materials, if necessary
- DTSC Meeting 4 summary
- Community Workshop 4 notice/agenda
- Community Workshop 4, including attendance and facilitation, and all necessary meeting materials
- Community Workshop 4 summary
- Online survey (for those that could not attend the community workshop)
- Four separate meetings with the Parks, and Recreation Commission, Active Transportation & Sustainability Commission
- Planning Commission meeting to review draft Specific Plan, including attendance and presentation
- City Council meeting to review draft Specific Plan, including attendance and presentation
- Up to 4 (four) consultant/staff meetings with community groups, residents, business owners, etc. as needed

#### **Task 4.4 –Specific Plan Consultation and Referrals**

State Law requires consultation with a variety of Federal, State, regional, and local agencies whenever a jurisdiction updates or emends its general plan (e.g., Native American Tribes, Military Branches, Airport Land Use Commission). These statutes are located throughout the Government Code and have varying requirements for when draft and final documents must be submitted and how long agencies have to review and provide comments. The consultants will maintain a checklist of agency consultation requirements that we will use to ensure the City provides the Specific Plan to the appropriate agencies.

#### **Deliverable:**

- Agency checklist and routing of draft Specific Plan for comments

#### **Task 4.5 – Prepare Final Draft of the Specific Plan**

The consultant shall prepare a final draft Specific Plan based on comments received during the review period in Task 4.3.

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### Deliverable:

- Final Draft Specific Plan

### **Phase 5 –Specific Plan Adoption**

#### **Task 5.1 – Environmental Review**

The consultant will coordinate with the City regarding the type of environmental clearance determined appropriate for the Plan buildout. The City has an important goal of streamlining the environmental review process for subsequent development projects that are consistent with the Downtown Specific Plan.

The project could use the adopted General Plan EIR for CEQA clearance if the land use buildout is within the scope of the General Plan. However, since it is anticipated that General Plan and zoning map amendments may be needed, another option could be the preparation of an EIR, depending on the findings of the initial study prepared for the Specific Plan. Consultant should include the tasks related to the preparation of an EIR as an optional subtask of 5.1.

#### Deliverables:

- Initial Study
- Environmental Clearance with option of EIR prepared

#### **Task 5.2 – Planning Commission Public Hearing**

The consultant will facilitate a public hearing with the Planning Commission to review and make a recommendation to the City Council regarding the Specific Plan. The consultant team will make refinements to the Plan based on Planning Commission input, if required.

#### Deliverables:

- Review and input on staff report for meeting
- PowerPoint presentation
- Presentation

#### **Task 5.3 – City Council Adoption Hearing**

The Consultant will facilitate a City Council public hearing to adopt the Specific Plan.

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### Deliverables:

- Review and input of staff report for meeting
- Presentation

#### **Task 5.4 – Final Specific Plan Document**

Following public review of the Specific Plan, the Consultant will prepare the Final Specific Plan.

#### Deliverable:

- Final Specific Plan

#### **SPECIAL STUDIES**

In order to complete the scope of work, it is anticipated that the following technical studies will be needed (additional studies for the purposes of the CEQA document may also be necessary):

##### A. Downtown Parking Study

A parking consultant will be retained to prepare a comprehensive parking analysis of the downtown including but not necessarily limited to:

1. Inventory of existing off street private and public parking and also street parking
2. Model Parking Demand based on preferred Land Use Plan
3. Model Parking Demand based on preferred Land Use Plan and removal of parking on both sides of Main Street between Adams Avenue and Spring Street (ULI report option)
4. Recommendations on what public parking facilities are needed downtown, number of spaces and if the City needs to reinstate a parking in-lieu fee with cost estimate.

##### B. Traffic Study

It should be noted that the City is embarking on a process (RFP in development) to develop a Streets Master Plan ("SMP") based upon the General Plan buildout with approved amendments. Under the current General Plan land uses, the SMP will analyze proposed improvements to accommodate the increase in circulation of vehicles, pedestrians, bicycles, etc. and account for a variety of plans/studies that have been conducted over the last 20 years. Land uses proposed in the Downtown Specific Plan area will be deferred to the Downtown Specific Plan and not be studied in the SMP.

The traffic consultant for the Downtown Specific Plan (DSP) will utilize the SMP analysis as the "no build" alternative. In addition to the "no build" alternative, the consultant should include and budget for modeling two (2) alternative land use scenarios developed through the Specific Plan process and two (2) locations where modified roadway configurations

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

could occur as noted below:

1. DSP will analyze the removal of center lane on Main Street between Adams Street and Spring Street as recommended in the ULI TAP report.
2. DSP will also analyze the option of the permanent closure of Hunt Avenue between Main Street and Railroad Avenue as noted in prior reports such as Cultivate St. Helena. Provide a fee for additional model runs in the proposal.

The traffic study should model the preferred land use plan both with the changes identified in 1 and 2 above and also model the preferred land use plan without those changes. The traffic study shall analyze intersection LOS in addition to a per capita VMT metric. If appropriate, the consultant will prepare screening maps depicting geographical areas where VMT impacts can be considered less than significant using data produced from the NVTA model. The LOS and VMT analysis contained in the Preferred Alternative's traffic analysis will be incorporated into the EIR circulation chapter.

#### C. Market Study:

An economist will prepare a fiscal analysis including but not limited to:

1. Strengths and weakness of current downtown market
2. Project fiscal impact and benefit of land uses proposed for each catalytic development opportunity site
3. Market demand for opportunity sites identified in Specific Plan
4. The market potential for new development is to be based on the analysis of recent market and demographic trends, retail leakage, trends in visitation, planned and proposed developments, and consideration of how changes in consumer preferences may shape market potential.

#### **PROJECT SCHEDULE**

The City anticipates the development of the Downtown Specific Plan will take approximately 24 months to complete; however, the City is interested in learning if efficiencies could reduce the timing to 21 months. The project kickoff is anticipated to be late January 2024. Below is timeline for awarding the contract.

CITY OF ST. HELENA  
Downtown Specific Plan Request for Proposals

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS  
AND DESIRED TIMELINES FOR DELIVERABLES

| Milestone                                                  | Date              | Time    |
|------------------------------------------------------------|-------------------|---------|
| Release RFP                                                | November 17, 2023 |         |
| Question submittal deadline                                | November 30, 2023 | 4:00PM  |
| Questions posted on City website (cityofsthelena.org/rfps) | December 7, 2023  | 5:00PM  |
| Proposal due date                                          | December 21, 2023 | 4:00PM  |
| Review and scoring of submittals                           | January 8, 2024   | N/A     |
| Interviews w/finalists                                     | January 12, 2024  | TBD     |
| Award of Agreement                                         | January 23, 2024  | 6:00 PM |

CITY OF ST. HELENA DOWNTOWN  
SPECIFIC PLAN TIMELINE



CITY RESOURCES AVAILABLE

The City of St Helena has the following resources available to support the work, outreach, and materials needed to complete the Scope of Work:

- Mapping/GIS (St. Helena currently has City of Napa GIS under contract to prepare GIS maps/data)
- Newsletters and Postcards for Civic Engagement (City prepares weekly e-newsletter)
- Social Media: Facebook, Twitter, YouTube, Next Door
- Communications Team via the Assistant to the City Manager, Andrew Bradley



## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### SUBMITTAL REQUIREMENTS AND DEADLINE

All submittals must be received by **4:00 PM on December 21, 2023** via email as follows:

1. Submittals must be e-mailed to: [ahcock@cityofstheleena.org](mailto:ahcock@cityofstheleena.org)
2. Subject line of e-mail must read: **RFP Downtown Specific Plan**
3. The submittals shall be in PDF format. All submitted material will be retained by the City of St. Helena and considered public information.

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Faxed proposals will not be accepted. The City is not responsible for proposals that are sent to an email address other than provided above. The City reserves the right to reject any or all proposals or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City of St. Helena.

All proposals shall include the following minimum information:

#### 1. Cover Letter

Indicate interest and commitment to perform the services listed in the Scope of Work for the City of St. Helena. Include contact information (physical address, telephone, and email address) for the primary person responsible for the proposal who will be the point of contact for the City on the correspondence and communications pertaining to the proposal. The cover letter should also summarize the key points of the consulting firms' interests, qualifications, and pertinent areas of expertise.

#### 2. Consultant Information, Qualifications, and Experience

List projects completed by the consultant relevant to the scope of services contained herein that have been completed in the last five years. Discuss the firm's uniqueness to best perform these services for the City. Also provide a list of all clients doing business with the consultant in the past 12 months and identify any projects within the City of St. Helena if applicable in the past 12 months.

#### 3. Project Approach, Scope of Work and Deliverables

An explanation of consultant's understanding of the City's needs related to this project which encompasses a Downtown Specific Plan and CEQA document. Include a detailed description of the approach to be taken in addressing the outlined scope of work and project deliverables.

#### 4. Project Schedule

The proposal should include a detailed schedule that includes all tasks, deliverables,

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

milestones, and resources required, also including timing for major tasks, beginning with the contract award and ending with adoption of the Specific Plan and CEQA certification by the City Council.

#### 5. Cost Proposal

The proposal shall include a detailed cost proposal for each phase and task described in the scope of work of this RFP. Provide a fee and budget estimate that includes a list of hourly billing rates for each proposed team member. Include all direct and indirect expenses and transportation fees. A separate price quote shall be provided for Environmental Review and CEQA compliance and special studies work.

#### Selection Process

Evaluation considerations will include the following:

- Responsiveness of the proposal to the submittal requirements listed above
- Clear indication of understanding of the work to be performed and demonstration of intent and ability to perform the work
- Professional qualifications and technical expertise
- Experience and track record conducting similar work for similar cities
- Proposed cost to provide the requested services

City staff will review the proposals and may select finalists to participate in an oral interview as soon as possible after the submission date. The City will notify only those consultants selected as finalists. Once the City selects a consultant, the consultant will provide the required insurance and will execute a Professional Services Agreement substantially in the form as found at the end of this RFP.

Should you have any questions concerning the project or scope, please contact Maya DeRosa at [mderosa@cityofstheleena.org](mailto:mderosa@cityofstheleena.org) or (707)967-2783.

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### Exhibit A – Sample Professional Services Agreement

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and \_\_\_\_\_ (Consultant).

#### RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as \_\_\_\_\_.

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

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

#### **SECTION 1 – BASIC SERVICES**

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

#### **SECTION 2 – ADDITIONAL SERVICES**

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

#### **SECTION 3 – TIME FOR COMPLETION**

The time for completion of Services shall be as identified in **Exhibit A, “Scope of Services”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

#### **SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$\_\_\_\_\_ unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

#### **SECTION 5 – STANDARD OF PERFORMANCE**

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

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

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

#### **SECTION 7 – INSURANCE REQUIRED**

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

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

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

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

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

**C. Professional Liability Insurance.** When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least **\$2,000,000** of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least **\$1,000,000** of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

**D. Excess Limits.** If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**E. Primary Coverage.** For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

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

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

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

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

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

#### **SECTION 8 – INDEMNIFICATION**

To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

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

Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### SECTION 9 – INDEPENDENT CONTRACTOR STATUS

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

#### SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

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

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

Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

#### SECTION 11 – OWNERSHIP OF DOCUMENTS

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

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

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

#### SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

#### SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension



## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

date.

#### **SECTION 14 – COMPLIANCE WITH LAW**

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

#### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

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

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

#### **SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS**

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

#### **SECTION 17 – AUDIT AND INSPECTION OF RECORDS**

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

#### **SECTION 18 – LIMITATION OF LIABILITY**

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entities from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

#### **SECTION 19 – COOPERATION BY CITY**

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

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

performed under this Agreement.

#### **SECTION 20 – NOTICES**

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

To City: City Manager  
1572 Railroad Avenue  
St. Helena, California 94574

To Consultant:

|  |
|--|
|  |
|  |
|  |
|  |

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

#### **SECTION 21 – TERMINATION**

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

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

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

#### **SECTION 22 – ATTORNEYS' FEES**

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

#### **SECTION 23 – ENTIRE AGREEMENT**

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

## CITY OF ST. HELENA

### Downtown Specific Plan Request for Proposals

#### **SECTION 24 – SUCCESSORS AND ASSIGNS**

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

#### **SECTION 25 – CONTINUITY OF PERSONNEL**

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

#### **SECTION 26 – DEFAULT**

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

#### **SECTION 27 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

#### **SECTION 28 – LAW TO GOVERN: VENUE**

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

#### **SECTION 29 – SEVERABILITY**

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

#### **SECTION 30 – THIRD PARTY BENEFICIARIES**

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

#### **SECTION 31 – STATUTES OF LIMITATION**

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to

**CITY OF ST. HELENA**  
**Downtown Specific Plan Request for Proposals**

run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

**SECTION 32 – SPECIAL PROVISIONS**

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

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

Consultant:

City:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Anil Comelo  
Title: City Manager

Approved as to Form:

By: \_\_\_\_\_  
Name: Ethan Walsh  
Title: City Attorney



# MEMORANDUM



**DATE:** January 23, 2024

**TO:** Planning Commission

**FROM:** Maya DeRosa, AICP, Planning and Building Director

**RE:** 2023 Accomplishments and Permit Report

As the City enters a new year, staff has prepared this report to share significant accomplishments with the Planning Commission and public in addition to reporting out on 2023 Planning Application activity.

## **DISCUSSION**

### **Key 2023 Community Development Department Accomplishments:**

- Zoning Code Adoption
- Housing Element Adoption and certification
- Safety Element Adoption
- Hunter Subdivision and EIR approval
- Green energy permit sale
- Release of RFP for Downtown Specific Plan
- Initiated Surplus Lands Act process for two city owned sites

### **Planning Permit Activity 2023:**

The Community Development Department has compiled a data table (next page) of all the Planning Applications received in 2023, and information on how many items were approved by the Planning Commission, staff approvals, and applications withdrawn. From the period of January 1, 2023 to December 31, 2023, 72 applications were filed. The Planning Commission approved 27 applications and 31 applications were approved by staff (ministerial), therefore, collectively a total of 58 applications approved. The table also provides a list of how many of each application were filed within the 12 month period. Temporary Use Permits (17) were the most frequently submitted application, followed by Design Review (11). There are a number of applications filed in 2023 that are under review by staff that will be noted in 2024 statistics once approved.

| <b>2023 Planning Department Statistics</b>             |            |
|--------------------------------------------------------|------------|
| <b>(January 1, 2023- December 31, 2023)</b>            |            |
| Total Number of Applications Approved:                 | 58         |
| PC Applications Approved                               | 27         |
| <i>Design Review</i>                                   | 11         |
| <i>Demolition</i>                                      | 6          |
| <i>Use Permit</i>                                      | 6          |
| <i>Use Permit Amendment</i>                            | 1          |
| <i>Tent. Sub. Map</i>                                  | 1          |
| <i>Short-Term Rental</i>                               | 1          |
| <i>Sign</i>                                            | 1          |
| Administrative Approved Projects                       | 31         |
| Projects Withdrawn                                     | 2          |
| <b>Applications Submitted:</b>                         |            |
| Appeal                                                 | 1          |
| Design Reviews                                         | 11         |
| Design Review Exemptions                               |            |
| Demolitions                                            | 6          |
| Development Agreement                                  |            |
| Use Permits                                            | 6          |
| Use Permit Amendments                                  | 3          |
| Use Permit Extensions                                  |            |
| Urban Lot Split                                        | 1          |
| Sign Permits                                           | 1          |
| Administrative Sign Permits                            | 8          |
| Pre-Application review                                 | 1          |
| Lot Line Adjustments                                   | 5          |
| Lot Line Mergers                                       | 1          |
| Short-Term Rentals- New                                | 1          |
| Short-Term Rental- Renewals                            | 7          |
| Sidewalk Dining Permit                                 | 1          |
| Final Maps                                             |            |
| Temporary Use Permit                                   | 17         |
| Tentative Subdivision Map                              |            |
| Tentative Parcel Map                                   | 2          |
| Variance                                               |            |
| Williamson Act                                         |            |
| Zoning Compliance Letter                               |            |
| <b>TOTAL Number of Applications Submitted in 2023:</b> | <b>72*</b> |



\*Note: Many of the applications submitted in 2023 are still in the review process and therefore are not included in the total number of applications approved.