City of St. Helena
City Council Regular Meeting
Tuesday, July 28, 2026 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena CA

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

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

Public comment for City Council meetings will be accepted via email via to publiccomment@cityofsthelena.gov. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the online City Council agenda.

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@cityofsthelena.gov.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at cityofsthelena.gov.

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@cityofsthelena.gov.

El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en cityofsthelena.gov

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1. CALL TO ORDER
2. ROLL CALL
   Mayor: Paul Dohring, City Council Members: Aaron Barak, Michelle Deasy, Kate Spadarotto
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. APPROVAL OF THE MINUTES
   5.1. Approval of the Minutes

6. PUBLIC FORUM

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.
Estimated start time: 6:10 p.m.

6.1. Public Comment

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

7.1. Street Saver Report Update

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

9. STAFF BRIEFING AND PRESENTATIONS

9.1. Water Service and Quality Discussion following event of July 18, 2026

10. CONSENT ITEMS

Members of the Council or the public (present at the meeting) may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)
Estimated start time: 6:40 p.m.

10.1. Adoption of a Resolution authorizing a new Professional Services Agreement with North Coast Community Planning for an amount not to exceed $97,300.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Jackie Oneal, Senior Planner
Recommendation: Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a new Professional Services Agreement with North Coast Community Planning for continued planning support services in an amount not to exceed $97,300.

10.2. Sesquicentennial "Cheers to 150 Years" Celebration Road Closure

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Ashley Sylvester, Director of Community Services Department
Recommendation: Staff recommends City Council review and adopts the attached resolution.

10.3. Waiver of second reading and adoption of an ordinance, amending Chapter 3.04 of the Municipal Code Purchasing of Supplies, Equipment and Services, and Procedures for Public Works Projects to update the City Manager's signing authority to add a new section providing Authority to Adopt Implementing Regulations and Administrative Policies

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Mandy Kellogg, Director of Administrative Services
Recommendation: Waiver of second reading and adoption of an Ordinance, amending Chapter of Purchasing Municipal Code of 3.04 the Supplies, Equipment and Services, and Procedures for Public City Works Projects to update the Manager's signing authority and add a new section providing Authority to Adopt Implementing Regulations and Administrative Policies.

10.4. June 2026 Review and Forecasting of City Water Supply Availability

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Ian Dale, Environmental Serv Tech
Recommendation: Receive and File.

10.5. Approving the R24-02 Oak Avenue Surface Restoration Project Plans; Authorizing the Bid Request; Finding the Oak Avenue Surface Restoration Project Exempt from CEQA.

CEQA Determination: Categorical Exemption
Prepared By: Mario Traverso, Project Manager
Recommendation: Approve the Resolution

10.6. Resolution Authorizing (1) a Temporary Closure of Tainter Street between Kearney Street and Oak Avenue on Sunday, August 23, 2026, from 6:00a.m. to 8:00p.m.; and (2) Authorizing Possession of Open Alcoholic Beverages and the Operation of Mobile Food Vendors on this Public Street for the Guelaguetza St. Helena 2026 Event Scheduled for Sunday, August 23, 2026, from Approximately 11a.m. to 7:00p.m.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Rebecca White, Administrative Assistant
Recommendation: Staff recommends City Council approve the attached resolution.

10.7. Authorizing the City Manager to execute a construction contract with Ron's Quality Construction in the amount of $114,020 for the installation of the manufactured house at the water treatment plant, Authorizing the Director of Public Works to approve change orders up to $28,407.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Mario Traverso, Project Manager
Recommendation: Approve the Resolution

10.8. Consideration and proposed adoption of a Resolution authorizing a FY2026-2027 budget amendment to increase appropriation within CIP R18-81 Downtown Sidewalk Improvement Project budget to $73,698 for additional construction management, funded by Measure U, and the corresponding contract amendment with Coastland/DCCM.

CEQA Determination: Addendum to Previously Certified EIR or Adopted MND
Prepared By: Eric Janzen, Asst. PW Director
Recommendation: Adopt associated Resolution.

11. PUBLIC HEARINGS

Estimated start time: 6:50 p.m.

11.1. Introduction and First Reading of an Ordinance Clarifying the Regulation of On-Site Storage

CEQA Determination: Common Sense Exemption (§15061(b)(3))
Prepared By: Jackie Oneal, Senior Planner
Recommendation:

Staff recommends that the City Council:

1. Find that the proposed ordinance is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3); and

2. Introduce and waive the first reading of an ordinance amending Section 17.33.010 (Definitions of Uses), Table 17.17.020(A) (Use Regulations—Commercial and Mixed-Use Zoning Districts), and Table 17.18.020(A) (Use Regulations—Business and Industrial Zoning Districts) of the St. Helena Municipal Code to clarify the regulation of on-site storage and distinguish storage that is incidental and subordinate to a lawfully established primary use from storage regulated as a separate use.

12. OLD BUSINESS

Estimated start time: 7:05 p.m.

12.1. Consideration and proposed approval of a resolution approving a facility use agreement between the City of St. Helena and St. Helena Little League for the use of baseball facilities located at Crane Park.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Ashley Sylvester, Director of Community Services Department
Recommendation: City Staff recommend approving the proposed resolution approving the facility use agreement between the City of St. Helena and St. Helena Little League.

13. NEW BUSINESS

Estimated start time: 7:15 p.m.

13.1. Consideration of a Resolution to appoint an applicant to the Active Transportation and Sustainability Committee for a term expiring June 2027.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation: Appoint Antionette Freeman to the Active Transportation and Sustainability Committee (ATSC) as member to fill a term that is now vacant, expiring June 30, 2027.

13.2. Fiscal Year 2024-25 Annual Comprehensive Financial Report and Independent Auditor's Report on Internal Control Over Financial Reporting.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Mandy Kellogg, Director of Administrative Services
Recommendation: Staff recommends the City Council receive and accept the Comprehensive Annual Financial Report of the City of St. Helena for Fiscal Year Ended June 30, 2025.

13.3. Approval of a resolution authorizing the Interim City Manager to Execute a Professional Services Agreement with Bob Murray & Associates in the amount of $36,500 for recruitment services related to the City Manager vacancy.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: James McCann, Interim City Manager
Recommendation: Staff recommends approving the attached resolution and requests the City Council provide direction on the next steps.

14. CITY COUNCIL REPORTS

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 11, 2026.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on July 23, 2026.

Andrew Bradley, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk’s Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA
Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's website at cityofsthelena.gov and will be available for public review at the respective meeting.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, June 23, 2026 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena CA

A complete video recording of this meeting, except for closed session, can be found at https://sthelenaca.portal.civicclerk.com/ or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
Absent: City Council Member Scott Diaz

1. CALL TO ORDER

   Mayor Dohring called the meeting to order at 6:00 p.m.

2. ROLL CALL

   Mayor: Paul Dohring, Vice Mayor: Michelle Deasy, City Council Members: Aaron Barak, Kate Spadarotto

3. PLEDGE OF ALLEGIANCE

   Mayor Dohring led the Pledge of Allegiance.

4. ADOPTION OF THE AGENDA

   City Council Member Kate Spadarotto moved to adopt the agenda. The motion was seconded by City Council Member Aaron Barak and on voice vote carried by the following vote:

   AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
   NOES: None
   ABSENT: City Council Member Scott Diaz
   ABSTAIN: None
   RECUSE: None

5. APPROVAL OF THE MINUTES

   5.1. Regular City Council Minutes of June 9, 2026

Vice Mayor Michelle Deasy moved to approve the Regular City Council minutes of June 9, 2026. The motion was seconded by City Council Member Kate Spadarotto and on voice vote carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
NOES: None
ABSENT: City Council Member Scott Diaz
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda. Estimated start time: 6:05 p.m.

6.1. Public Comment

No public comment was received.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

City Attorney Ethan Walsh reported that there was no reportable action from the Closed Session Meeting held on June 23, 2026.

Interim City Manager, Jim McCann reminded the Council that there will be no City Council meeting on July 14. The next Regular City Council meeting will be held on Tuesday, July 28, 2026.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1. Parks and Recreation Month Proclamation

Mayor Dohring presented the proclamation to Director of Community Services, Ashley Sylvester.

9. STAFF BRIEFING AND PRESENTATIONS

9.1. Fire Safety and Evacuation Presentation

Fire Chief John Sorensen and Acting Police Chief Justin Tharp presented on the item.

Mayor Dohring opened the Public Comment. Public Comment was received by Chris Warner.

10. CONSENT ITEMS

Members of the Council or the public (present at the meeting) may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)
Estimated start time: 6:35 p.m.

10.1. Adoption of a Resolution authorizing the City Manager to execute a construction contract with JD General Engineering in the amount of $168,992 for the R25-79 Hudson Pavement Restoration Project, authorizing the Director of Public Works to approve construction change orders not to exceed 15% of the total contract amount, and determines the R25-79 Hudson Pavement Rehabilitation Project is exempt from CEQA under Class 1 Existing Facilities.

CEQA Determination: Categorical Exemption
Prepared By: Mario Traverso, Project Manager
Recommendation: Approve the Resolution

10.2. Consideration of Second Amendment to Agreement for City Attorney Legal Services.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Mandy Kellogg, Director of Administrative Services
Recommendation: That the City Council approve the attached Resolution Approving the Second Amendment to Agreement for City Attorney Legal Services between City of St. Helena and Best Best & Krieger LLP.

10.3. Consideration and Proposed Adoption of a Resolution Adopting a List of Projects for Fiscal Year 2026-27 funded by SB1: The Road and Repair and Accountability Act of 2017.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Mario Traverso, Project Manager
Recommendation: Staff recommends approval of the attached resolution.

10.4. Consideration and Recommended adoption of a Resolution authorizing a two-year agreement with the Housing Authority of the City of Napa for contract housing services in a baseline amount not-to-exceed $131,450 for the two-year period starting on July 1, 2026, and authorizing up to $20,000 for additional housing-related services for Fiscal Year 2027-28.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Natalie Bresee, Assistant Planner
Recommendation: Adopt the Resolution authorizing the City Manager to execute a two-year agreement with the Housing Authority of the City of Napa for contract housing services for Fiscal Years 2026-27 and 2027-28, in a baseline amount not to exceed $131,450, and authorizing the City Manager to approve up to $20,000 in additional housing-related services during FY2027-28, as needed.

10.5. May 2026 Review and Forecasting of City Water Supply Availability

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Ian Dale, Environmental Serv Tech
Recommendation: Receive and File.

10.6. Approval of a Resolution of the City Council of the City of St. Helena, State of California, Calling and Giving Notice of a General Municipal Election to be Held on Tuesday, November 3, 2026; Requesting the Consolidation by the Napa County Supervisors for the Statewide General Election and that Napa County Provide Election Services with full Reimbursement by the City of St. Helena.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation: Approve the resolutions:

- Resolution calling for election of Mayor and two (2) City Council Members
- Resolution for consolidated election for Mayor and two (2) City Council members.

10.7. Consideration of a Resolution to Reappoint a current Planning Commissioner whose term currently expires on June 30, 2026.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation: Reappoint current Planning Commission Chair, Chris Warner, to the Planning Commission for a new four-year term, expiring June 30, 2030.

10.8. Consideration of a Resolution to Reappoint current Active Transportation and Sustainability Committee Members/Alternates whose terms currently expires on June 30, 2026.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation: Appoint current member, Shannon Nolan, and alternates, Antony Rabin and Emma Leggat, to the Active Transportation and Sustainability Committee (ATSC) as members for new two-year terms, expiring June 30, 2028.

City Council Member Aaron Barak moved to adopt consent calendar. The motion was seconded by Vice Mayor Michelle Deasy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
NOES: None
ABSENT: City Council Member Scott Diaz
ABSTAIN: None
RECUSE: None

11. PUBLIC HEARINGS

11.1. Public Hearing on Vacancies, Recruitment and Retention Efforts in compliance with Assembly Bill 2561, Government Code Section 3502.3.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Martin Beltran, Finance Manager
Recommendation: Receive and file.

Interim City Manager Jim McCann introduced the item and Finance Manager Martin Beltran presented the staff report.

Mayor Dohring asked for any clarifying questions from the Council.

Mayor Dohring opened the Public Comment. Deanna Griffin addressed the Council.

The item was returned to the City Council for discussion. Council members asked questions and provided comments.

12. OLD BUSINESS

13. NEW BUSINESS

Estimated start time: 7:00 p.m.

13.1. Consideration of a Resolution to appoint an applicant to the Library Board of Trustees.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation: Consideration of a Resolution to appoint an applicant to fill a vacancy on the Library Board of Trustees, which has terms expiring on June 30, 2026.

Interim City Manager Jim McCann introduced the item. City Clerk, Andrew Bradley presented on the item.

Mayor Dohring opened the public comment; public comment was made by Deanna Griffin.

Mayor Paul Dohring moved to approve resolution. The motion was seconded by City Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
NOES: None
ABSENT: City Council Member Scott Diaz
ABSTAIN: None
RECUSE: None

13.2. Consideration of a Resolution to Appoint a new and reappoint a current Parks and Recreation Commission Member for terms ending June 2028.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation: Consideration of a Resolution to appoint a new member and reappoint a current member with applicants to fill vacancies on the Parks and Recreation Commission, that has terms expiring on June 30, 2026.

City Clerk Andrew Bradley presented the item.

Mayor Dohring opened the public comment; no public comment was made.

Mayor Paul Dohring moved to approve the resolution. The motion was seconded by City Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
NOES: None
ABSENT: City Council Member Scott Diaz
ABSTAIN: None
RECUSE: None

13.3. Reappointment of Three Finance Committee Members and Discuss Vacancy

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation:

1. Adopt resolution to reappoint three Finance Committee members: George Schisler, Richard Garber, and Gregg Dawley.
2. Provide feedback on options for filling vacancy.

City Clerk Bradley presented the item.

Mayor Dohring opened the public comment; no public comment was received.

Interim City Manager Jim McCann recommended that the vacancy remain unfilled at this time. The City Council concurred with the recommendation.

Mayor Paul Dohring moved to approve resolution. The motion was seconded by City Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
NOES: None
ABSENT: City Council Member Scott Diaz
ABSTAIN: None
RECUSE: None

Mayor Dohring called for a 10-minute break at 7:06 p.m.
The meeting resumed at 7:15 p.m.

13.4. Qualification of Initiative Measure Proposing to Amend the City's Municipal Code to Codify by Ordinance the "St. Helena Trails and Open Space Plan: Walking Routes, Trails and Publicly Accessible Open Space Report"

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
There may be CEQA needs if/when projects within the plan are begun.
Prepared By: Andrew Bradley, Program Manager (City Clerk)
Recommendation: That the City Council:

- Receive, file, and accept the certificate of sufficiency of petition signatures as valid in all respects.

Select one of the following three options:

- Adopt the following resolution:

Resolution No. 2026-____: Resolution of the City Council of the City of St. Helena, California submitting to the qualified voters of the City of St. Helena on the November 3, 2026 General Municipal Election ballot an initiative measure amending the City's Municipal Code to codify by ordinance the "St. Helena Trails and Open Space Plan: Walking Routes, Trails and Publicly Accessible Open Space Report"; requesting the County of Napa to consolidate said election with the Statewide General Election of even date; and setting rules and deadlines for arguments and rebuttals for and against the measure; or

- Adopt the initiative measure as an ordinance, without alteration:

Adopt Ordinance No. 2026-_____: an Ordinance of the City Council of the City of St. Helena, California, adding Chapter 17.32 to Title 17 of the St. Helena Municipal Code to codify by ordinance the "St. Helena Trails and Open Space Plan: Walking Routes, Trails and Publicly Accessible Open Space Report" (the "Walking Plan"), pursuant to California Elections Code Section 9215(a); or

- Order the preparation of an impact report pursuant to California Elections Code Section 9212 to be brought back to the council no more than 30 days later, to analyze the initiative's impact on City finances, regulations and ability to provide public services.

Interim City Manager, Jim McCann introduced the item and David Knudsen, from the Walk St. Helena board, presented on the item.

Mayor Dohring opened up the public comment. Public Comment was received by Sandra McCorkle, Edward Kuntz, Paul Asmuth, Linda Brown, Kristin Martin, James Decker, Mr. Martin, Patrick Kenealy, Richard Sieferheld

Mayor Dohring closed the public comment period and turned the matter over to the Council for deliberation.

City Council Member Aaron Barak moved to adopt initiative measure as an ordinance, without alteration. The motion was seconded by Vice Mayor Michelle Deasy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Kate Spadarotto
NOES: None
ABSENT: City Council Member Scott Diaz
ABSTAIN: None
RECUSE: None

14. CITY COUNCIL REPORTS

Council Member Barak reported on Upper Valley Waste Management Agency meeting.

Vice Mayor Deasy reported on the Water and Wastewater Committee.

Mayor Dohring congratulated the community and organizers on the Pride event that happened over the weekend. Also reported on Napa Valley Transportation Authority (NVTA) in which he was appointed to the Chair.

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for July 28, 2026, at 6 p.m. Mayor Dohring adjourned the meeting at 8:29 p.m.

APPROVED: **ATTEST:**

_____ _____

Paul Jamison Dohring, Mayor Andrew Bradley, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, July 7, 2026 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena CA

A complete video recording of this meeting, except for closed session, can be found at https://sthelenaca.portal.civicclerk.com/ or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Scott Diaz
Absent: City Council Member Kate Spadarotto

1. CALL TO ORDER

   Mayor Dohring called the meeting to order at 6:01 p.m.

2. ROLL CALL

   Mayor: Paul Dohring; Vice Mayor: Michelle Deasy; City Council Members: Aaron Barak, Kate Spadarotto, Scott Diaz

3. PLEDGE OF ALLEGIANCE

   Mayor Dohring led the Pledge of Allegiance.

4. ADOPTION OF THE AGENDA

   City Council Member Aaron Barak moved to adopt the agenda. The motion was seconded by City Council Member Scott Diaz and on voice vote carried by the following vote:

   AYES: Mayor Paul Dohring, City Council Member Aaron Barak, City Council Member Scott Diaz
   NOES: None
   ABSENT: Vice Mayor Michelle Deasy, City Council Member Kate Spadarotto
   ABSTAIN: None
   RECUSE: None

   Mayor Dohring called for a 5 minute recess at 6:03 p.m. Vice Mayor Deasy arrived to meeting at 6:07 p.m. Mayor Dohring resumed the meeting.

5. PUBLIC FORUM

   Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item. Each person's comments shall be limited to 4 minutes.

6. NEW BUSINESS

6.1. Approval of a Resolution of the City Council of the City of St. Helena, State of California, Calling and Giving Notice of a Municipal General Election and consider Ballot Measure for Measure "S" (a ½ cent sales tax) to be Held on Tuesday, November 3, 2026.

CEQA Determination: Not a CEQA Project (CEQA Guidelines §15378)
Prepared By: James McCann, Interim City Manager, Mandy Kellogg, Director of Administrative Services, Andrew Bradley, Program Manager (City Clerk)
Recommendation: Approve the resolution to place Measure "S" on the November 3, 2026 Ballot.

Interim City Manager Jim McCann introduced the item. Administrative Services Director Mandy Kellogg presented the financial information related to the item. Lucia del Puppo, representing FM3, presented the results of the community survey.

Mayor Dohring invited brief clarifying questions from the Council before opening the public comment period.

Public Comment was received by Chris Warner, Garry Rose, Tamara Sorensen, Deanna Griffin, Michelle Liu Covell and Gregg Dawley. Mayor Dohring then closed the public comment period.

The matter was returned to the Council for deliberation. Council Members asked additional questions and provided comments.

City Council Member Aaron Barak moved to approve the resolution to place Measure "S" on the November 3, 2026 ballot. The motion was seconded by City Council Member Scott Diaz and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Member Aaron Barak, City Council Member Scott Diaz
NOES: None
ABSENT: City Council Member Kate Spadarotto
ABSTAIN: None
RECUSE: None

7. ADJOURNMENT
Mayor Dohring adjourned the meeting at 7:35 p.m.

The next Regular City Council meeting is scheduled for July 28, 2026.

APPROVED: **ATTEST:**

_____	_____
Paul Jamison Dohring, Mayor	Andrew Bradley, City Clerk

Outlook

Public Comment, City Council Meeting (July 28, 2026) concerning Water Surcharge Recommendations in Napa County Civil Grand Jury Water Enterprise Report (June 24, 2026)

From Alan Galbraith <agalbraith94574@gmail.com>
Date Sat 7/11/2026 1:21 PM
To Public Comment <publiccomment@cityofsthelena.gov>
Cc Alan Galbraith <agalbraith94574@gmail.com>

Mayor and Council Members:

Please carefully review paragraphs five and six of the letter that I mailed to Mr. Tom Belt on July 29, 2019. It goes to the heart of Grand Jury Recommendation R4, in which the Grand Jury recommends that the City assess water surcharges on customers outside City limits and in elevated locations. My letter factually reviews the Council's carefully considered rationale, fully supported by a distinguished resident advisory committee, for discontinuing differential rates in 2016. It is regrettable that the Grand Jury was not provided a copy of this letter. I was not interviewed, though certainly available for interview. The confidential source, if in receipt of the letter, as may well be the case, declined to provide it.
I see no change of circumstance that would warrant the current Council to revisit now long-established policy. I wholeheartedly endorse anew my statement that appears on the bottom of page 2 of the letter: "More broadly, I also think [that a uniform rate structure] is a fair community value that we should champion and not question." The policy recommendation made by the Grand Jury was uninformed, was not wise, and should be emphatically rejected by this Council.

Alan Galbraith
St. Helena Mayor 22014-18

July 29, 2019

Mr. Thomas Belt
[redacted]
Saint Helena, CA 94574

Dear Tom:

I trust all is well with you.

I thought long and hard about a public response to your letter in Thursday's St. Helena Star but, after much reflection, concluded that I could not write a pithy response, only one that descended too deeply in the weeds – which no one would want to read.

So allow me to communicate these thoughts the old-fashion way (a real letter!) for your consideration:

1. You begin by stating that I should have noted in my letter that the City Council had come up with a plan to pay off the past service pension debt over the next 10 years. FYI, I specifically

stated in point 4 that the "City Council has agreed to a more aggressive pay-off schedule." So give me credit on this one! (Quibble: the amortization schedule is 15 years, not 10 years, as you wrote.)

To my mind, the real issue here is deferring a significant liability for a past service obligation to future residents. I am of the strong opinion, as I wrote, that this is wrong – and I mean indefensible. FYI, I chaired our firm's pension committee for nearly 30 years. I was consistently of the opinion that we should have no past service liability in our defined benefit plans (which was a challenge at times). I saw this as essential to ensure the sustainability of our firm. I also represented one of our major industrial corporations (a household name) in federal court litigation over its principal (perhaps only, I do not remember) defined benefit plan. Senior management shared my view that there should be no funding deficit for past service. I have not been able to understand why this so clearly prudent private sector philosophy should not also prevail in the public sector, and I so stated in my letter.

2. Your comment on not reducing the past service liability during my term assumes that the City had discretionary net revenue allowing it to do so. This was not the case, sadly, in my first years – compounded by the unbudgeted $1.9 million FEMA refund hit to the General Fund just as I was taking office. The Council had no choice but to make serious service cuts and defer pressing needs (e.g., reduction in library hours, no or minimal road/sidewalk programs, a vulnerable corporate yard (from flood) also in need of other significant improvements, inability to fund much needed public works projects and public safety equipment (a street sweeper, police cars, and a myriad of other necessitous items). This would change somewhat for the better because of two events: (1) new TOT revenue (mostly from the Las Alcobas Hotel) and additional sales tax revenue from our local ½ cent sales tax. Then, as it became apparent that there was more discretionary General Fund revenue, a Council majority (not including me) directed $1.6 million from the General Fund to support the Water Enterprise. With this large contribution in the rear view mirror, the City found itself (helped by a strong economy) in a position to consider options to accelerate the paying down of its outstanding pension liability.

FYI, in fall 2018 I was inquiring of City staff about making a significant PERS contribution (beyond the minimum required by PERS), which I was told, if made, needed to be made by the end of calendar year 2018. My thinking was to call a special Council meeting to seek approval for a significant additional payment before yearend 2018, but that came to an end with my election defeat. (Of course, if a significant PERS contribution had been made, there would have been a corresponding reduction in the City's reserve position, thereby making it more problematic to claim current financial success based on the City's reserve position.)

3. It is not correct to state that I was "complaining "about the non-completion of the Tank 2 repair. I was using this as an illustration of one of the many daunting expenses facing the Water Enterprise. But, to be clear, if the City's Water Enterprise was adequately funded, it would never have allowed Tank 2 to deteriorate to its current condition. (One of my most horrifying discoveries as mayor was that Tank 1A (at Bell Canyon), at a cost just short of $2 million, was built to replace Tank 1 because the City in prior years had not timely attended to the deterioration of Tank 1.)

4. As for the city-owned Meadowood tanks, I think we have engaged in this discussion before at a "Gents & A Cuppa Joe" Thursday morning coffee at Rianda House. So, perhaps to recapitulate, assume that not a physical drop of Napa water reaches the Meadowood tanks (my understanding is that the water flow in the water main hung on the Pratt Avenue Bridge – the only pipeline from Bell Canyon into the City -- is solely east to west). Now, if customers behind the Meadowood tanks

should bear the significant cost of their replacement, why isn't it also the case that their rates should be calculated so as not to include the cost of Napa water (by far our most expensive water source), the likely huge cost of further replacement of the pipeline up from Rutherford (carrying Napa sourced water), the substantial Tank 2 rehabilitation cost, and so on? Also, the administrative expense of sorting all of this out would no doubt require significant sums spent on a consultant, plus meeting Prop. 218 requirements. I can also envision significant litigation if the City were to go down this road.

So after considerable reflection (and with much experience in public utility regulation, including rates), I remain of the view that we must operate our Water and Wastewater Enterprises such that similarly situated customers on our systems, wherever they are, are charged the same rate, as determined through proper Proposition 218 analysis. More broadly, I also think this is a fair community value that we should champion and not question.

5. As for the abandoned Meadowood surcharge, a City-appointed committee (chaired by Jack Stuart) recommended elimination of the surcharge, and the Council agreed with the committee's recommendation. There were two issues of concern to the committee. First, the City lacked adequate bookkeeping to support the then current Meadowood surcharge (a Prop. 218 problem) and, while a surcharge could be justified under Prop. 218, City staff and the consultant were of the opinion that the paperwork that would need to be generated from the field and reviewed by the Finance Department reduced the value of the surcharge to the point that there was likely no meaningful net benefit. (Also, there was a contractual problem too: the City's contract with Meadowood, as I recall it, explicitly states that the City will charge its standard rate for similarly situated customers.) Second, the committee took into consideration that other neighborhoods within city limits (for example, homes served by Water Enterprise facilities near Lower Reservoir) required extra expense to deliver, and that it would be difficult to fairly calculate surcharge rates for each such neighborhood.

6. As for financial policies, I was responding in my letter to the unfounded allegation in the City's Update that the City did not immediately respond to the absence of an internal control that allowed a material payment (the FEMA refund) not to be timely reported to the City Council, when in fact the Council had done so. (Sorry for the double negatives – but that is a lawyer for you!) As stated in my letter, during my time the Council, including me, fully supported the time and effort that went into the review and revision of a large number of financial policies – which also included reducing to writing a few policies followed by the City that the new auditing firm recommended to be in written form (not atypical as I saw it from my many years of working with accounting firms on corporate accounting matters). Mostly, I communicated my suggestions to Staff on its drafts – which I deeply feel is the correct professional approach, as opposed to in City Council meetings as they were too technical to take up City Council time.

I wish you and your family the best for the holiday season.

Most respectfully yours,

/s/

J. Alan Galbraith

FORMER MAYOR ALAN GALBRAITH'S COMMENTS ON

2025-2026 NAPA COUNTY CIVIL GRAND JURY FINAL REPORT ENTITLED

"LAPSED LEADERSHIP: St. HELENA'S PROBLEMATIC PIPES AND MURKY WATERS"

A. BACKGROUND: MY INVOLVEMENT WITH THE WATER ENTERPRISE

The Grand Jury states in its report (p. 7) that "it focuses on the city's leadership failures and how they have affected the St. Helena Water Enterprise negatively since at least 2011." Since I was involved with water issues as a city leader in the period 2009 to 2018, I begin with a recap of my involvement in those years.

The City Council appointed me to the Planning Commission in June 2009. At that time the city was undertaking to update its 1993 General Plan. After I joined the Commission the City Council instructed the Planning Commission to nominate two of its members to the General Plan Update Steering Committee ("GPUSC"). The Planning Commission chose Peter McCrea and me. In December 2010 the City Council appointed a subcommittee of ten (notably Vice Mayor Eric Sklar, Council Member Bonnie Schoch. Planning Commission Chair Peter McRea, and GPUSC co-chair John Sales) to comprise a GPUSC subcommittee to investigate the City's water and wastewater issues. The Subcommittee's title: The Water and Wastewater Infrastructure Subcommittee of the General Plan Update Steering Committee.

As the needs of the Wastewater Enterprise related largely to a single facility (the Wastewater Treatment Plant), while the Water Enterprise had numerous facilities, large and small, that required attention, the work of the Infrastructure Subcommittee, including briefing sessions and document gathering, focused largely on the Water Enterprise.

I was the author of the Subcommittee's report: *Baseline Report of the Water and Wastewater Infrastructure Subcommittee*. I worked closely with Public Works Director John Ferons, who joined the city as Associate Engineer in 2005 and became Public Works Director in 2008. Mr. Ferons was informed, cooperative, and, importantly, ensured that I timely received all requested water and wastewater information from the Public Works Department. I also obtained and reviewed documents from many other sources, including bond documentation relating to the Water and Wastewater Enterprises. Subcommittee members Tim Nieman and John Sales contributed significantly to the work of the Subcommittee.

The Infrastructure Subcommittee approved and released its report on June 24, 2010. It was 38 pages, single-space type long. We said (p. 3): "[A] true understanding of St. Helena's water situation is not possible without diligent review of the extensive baseline information, organized topic by topic, presented in section 6 (Baseline Findings of the Subcommittee)." There were 16 topics in total: Sources of Water, Bell Canyon, Napa Water, City Well Water, Lower Reservoir, Recycled Water Potential, Operational Issues, Water Usage by Category, Unaccounted for Water, Current City Water Usage Restrictions, Water

Rates, including in Nearby Communities, Capital Needs, Current Population Inside and Outside the City, Current Per Person Per Day Water Usage, Climate Change, Water Conservation, Wastewater Treatment Plant and Sewer Lines.

Each topic was developed in multiple subparts. For example, under Capital Needs (pp. 18-20) the Committee began: "The St. Helena water system has significant capital needs. The fact that the system has had unmet needs in the past is irrelevant to what is now required, and the Subcommittee so finds." The Committee then listed out 13 separate needs, each being discussed as necessary for an understanding, starting with the Upper York Creek Dam Reservoir and the city's agreement, following a lawsuit, to remove the dam by November 1,1993. The Committee noted that the dam and spillway constituted "take" structures under the Endangered Species Act, and the city was liable for their removal. In section 7, the Committee identified its sources (pp. 26-35), with description, often detailed, as to the content of each source. For example, the Committee described the Bell Canyon Permits 9157 and 14180, including detailing each order issued by the State Water Board and its predecessors back to 1952, the date of the first Bell Canyon Permit. The Subcommittee presented its report with an extensive PowerPoint presentation to the City Council on July 13, 2010 (81 Slides).

The next day, a Friday, was Farmers' Market Day in St. Helena. I guessed that Mayor Britton would be at the city booth and handed him a copy of the Subcommittee Report. He began to look through it. A few days later, Mayor Britton invited me to his home for an afternoon discussion. As I arrived, he came out with wine and cheese. We sat down at a table on the patio in front of his home (which was set back from Madrona Avenue and private) and went over the Report for an hour or so. He was especially focused on the needs of the Water Enterprise. Mayor Britton would become a solid supporter of a large rate increase. The political fallout did not move him. There were now three Council supporters behind a large rate increase (Mayor Britton, Vice Mayor Sklar, and Council Member Bonnie Schoch).

The report received widespread local attention. The city posted the Infrastructure Subcommittee Report on its website. The St. Helena Star (July 10, 2010) wrote an editorial about the Report, *Report answers water questions,* calling it a "Herculean job."

I followed up with a letter (August 12, 2010) to the St. Helena Star. The issue in those years was quantity not quality. In my letter, *St. Helena water demand can't be allowed to grow*, I noted that since coming into compliance with its Bell Canyon bypass requirement in 2007, the city had lost 25% of average annual yield from the reservoir. It noted that Napa water had come into the system to offset some of the loss, and that the city had turned to the Stonebridge wells for significant additional supply. This was a "true concern" because Subcommittee trend charts prepared by Mr. Sales showed that the elevation level in spring 2010 was 17 feet below the 2007 spring level. The letter noted that the city could count on just 400AF from Napa in a drought year (the conditional 200AF above the 400AF was questionable in drought years). The letter put a spotlight on the Napa contract and the supply weakness of the take-or-pay provision cutting off at 400AF.

I was now a "vocal advocate" for rate increases, as City Manager Neilan described me in an email on October 15, 2010. The previous day the St. Helena Star published my commentary: "Now, as I see it, the unmet capital needs of the system are so large because of decades of failure to face up to and fund necessitous capital projects." I singled out the removal of Upper York Creek Dam, noting that the city had promised to remove thein 1993 but had not done so. I also noted (as had been pointedly noted in the Subcommittee Report (p. 26)) that the State Water Board in 1973 had ordered the city to install monitoring equipment at Bell Canyon to verify that the city was meeting its water bypass requirement, but the city had not done so. I also noted that decline in usage was an issue. "But the unhappy result, from a rate perspective, is that more cost must be loaded onto fewer units of water." I concluded: "In short, an exceptionally large water rate increase is inescapable."

The city had hired The Reed Group, Inc. to perform an updated study. It had done the study in support of the prior 2008 rate increase, but that study was just a two-year study, with the last projected rate increase (10%) set for January 2011. The city received the draft study on October 20, just days after my commentary. It recommended (p. 3) a 65% rate increase beginning January 2011. Significant community opposition developed to such a large rate increase. I spoke out strongly in favor.

In January 2011, Mr. Ferons went before the City Council with a PowerPoint presentation. He entitled his presentation "*Water & Sewer Rate Increases, Anatomy of a Water System*." His subtitles were: (1) Water Source and Treatment, (2) Water Distribution, (3) Water Users, (4) Wastewater Collection, (5) Wastewater Treatment. I have seen many PowerPoint presentations. Mr. Ferons' PowerPoint was well done in organization, coverage, and clarity. He made note of the Subcommittee's work.

In his PowerPoint Mr. Ferons listed many potable water infrastructure needs. I understood, and it was obvious, that only some could be fully addressed in the 5-year rate study time. Many were significant projects that required analysis, design, and cost estimating that would stretch them into subsequent 5-year rate periods before ready for inclusion in a capital improvement program. Mr. Ferons impressed on me that the city had managed the Water Enterprise to "capital depletion". Like Rome, the water system was not going to be rebuilt to modern requirements in a day but over many years.

In January 2021 the Office of the Director of Public Works (Mr. Ferons) released a four-page brochure, *Why? Water & Wastewater Rate Increase*. The colorful brochure went over a long list of needed capital improvements with dollar cost guestimate. The brochure (p. 4) contained a separate box, *Upper York Creek Timeline*, devoted to removal of the Upper York Creek Dam. The brochure stated that the City's share of the removal cost was $4 million.

In February 2011 the City Manager asked me for my thoughts on differential rates and charges potentially allocable to specific groups of customers. She provided me with a letter that The Reed Group had sent the city years earlier (February 3, 2005) on outside-the-city rate issues. In a several paragraph email (February 7, 2011) I communicated my lack of enthusiasm on practical and discrimination grounds. "My general view is that we

operate a system serving customers both inside and outside City limits, that Capital costs are system costs, and they should be shared equally." I underscored that the city would need good records to justify discriminatory rates. My discussion expressly excluded the Meadowood Napa Valley ("Meadowood") surcharge.

The Final Report of The Reed Group is dated March 18, 2011. Table 1 ("Water Rates and Charges") showed an initial rate increase of 58% beginning July 1, 2011, with no increase in January 2012 and 3% increases in January 2013, 2014, 2015, and 2016. I suggested technical wording changes to the Report relating to the Napa Contract. with which I was intimately familiar. The Reed Group made them, as reflected in an email from the city dated April 2.

In spring 2011 (my copy is undated), as required by Proposition 218, the City Clerk issued *City of St. Helena Public Hearing Notice*. The notice noticed a Council Meeting to be held on April 26, 2011, on "**proposals to adopt increases in water and wastewater rates** (bolding in original). It stated (p. 1) that "water rates are proposed to increase an overall 58% in July 2011." It set forth the current and proposed water rates inside-the-city and outside the city, as well as the current and proposed Meadowood Surcharges. There were no surcharges proposed for other lift customers whether inside or outside city limits. City of St. Helena, Water and Wastewater Study, Final Report, March 18, 2011, pp. 23-24, Exhibit II-6 & Exhibit II-7 (The Reed Group).

In my role as a planner I spoke in favor of the rate increases before the City Council on April 26, 2011, as it was considering adopting the recommended rates. I reviewed supportive wording in the 1993 General Plan (p. 9-5) and the 2010 Update. I noted that the Update (at p. 2-27) "specifically directs the City to work with the City of Napa to increase the available water supply and extend the contract beyond 2035." I commented on "the unpleasant truth" that "legacy issues" had resulted in "very large" capital needs, citing the June 2010 Baseline Report and Baseline Slide 18 because they "meticulously documented the long-standing capital needs of the water system." I noted that the city had not met its 1993 commitment to remove Upper York Creek Dam and that would cost the city "about $3,000,000."

I concluded: "The rate increases are necessitous. This is demonstrated by The Reed Report. Further, they arise because the City is carrying out the policy mandates in the 1993 General Plan and in the 2010 Update. They therefore reflect our community values as plainly stated in our critical planning guidance documents. The City Council should approve the proposed rate increases."

The Staff Report for the April 26, 2021, Council meeting contained the following statement: "In a change from the water rate proposal, it is recommended that the City adopt water rates for outside of City customers at the same level as the rates proposed for inside of City customers." The Staff stated "recent court decisions " as its reasons for recommending the change.

I do not recall whether the Council acted on the Staff recommendation but assume that it did so. In consequence, the new rates starting June 1 imposed the same inside and outside rates, a separate Meadowood rate schedule, but no other lift charges either inside or outside the city. The city had gone along with my thinking as set forth in my email letter of February 7, 2011.

During my Subcommittee work, I reviewed the water chapter in the 1993 General Plan. I noticed that that the 1993 Plan recommended that the city undertake an analysis of the "safe yield" of the water system. I could not determine if the 1993 recommendation had been carried out. I knew that even if done, 17 years had passed, the supply and supply mix were quite different, and there was an urgent need for a new safe yield estimate. I had drafted the several page water section of the 2010 Update. Update finding PF 1.1 stated: "Require that the approval of new development be contingent upon the ability of the City to provide water without exceeding the safe annual yield of the water system."

Why the urgency? When preparing the Infrastructure Subcommittee Report, I had come across these two sentences in on page A-12 in Attachment A to *Draft West Yost Technical Memorandum No. 2 (*May 12, 2010): "The average required bypass for the years 1990 through 2009, based on weekly actual reservoir operations, was estimated to be 900 acre-feet per year. The estimated actual bypass for 1989 through 2009 was approximately 380 acre-feet per year." I was stunned. West Yost confirmed that I was understanding correctly the plain words: the city had overdrawn the Bell Canyon Reservoir, despite the two September 7,1989 State Water Board's bypass orders (one for each permit), by on average 525AF per year over a twenty-year period. The city had operated the reservoir for 20 years in clear and substantial violation of its State Water Boar permits. The city going forward was now faced with an immediate overall annual supply reduction of 25%. (West Yost Associates was (and is) a water resource and management consulting firm; during my Subcommittee work I learned that West Yost had performed studies for the city in 2005 and 2010, requested them, and received them. The studies filled a four-inch notebook binder; I read them all.)

In the fall of 2010, with the Baseline Report behind me, I requested that the City Council appoint a Safe Yield Committee, composed of Tim Nieman, John Sales, and myself. The Council approved our mission, our unique definition of safe yield, and appointed the three of us on December 14, 2010. We wasted no time. The work fell mostly on Mr. Nieman, our computer modeler. I wrote the report. We issued the report on March 17, 2011, and presented to the City Council on March 22. We supported our work with 26 Slides.

Our City Council presentation included an overview of Mr. Nieman's innovative computer modelling of Bell Canyon Reservoir to determine its yield under various scenarios from extensive data pulled together by the Infrastructure Subcommittee and further refined by the Safe Yield Committee. We provided our annual safe yield number: 1950AF. We fixed the *net* safe yield which adjusted for "unavailable" water (largely unaccounted water lost in the distribution system). The net safe yield was 1658AF. We showed annual and average metered usage (1833AF) over the past five years which, after

adjusting upward for "unavailable water," resulted in an average five-year usage of 2156AF. In consequence, average total usage exceeded the safe yield by 206AF. We made four recommendations, including immediately seeking an amendment in the Napa contract to remove a summertime operational restriction that reduced the safe yield.

At this time the City of Napa was in the process of revising its rate structure. Its rate structure was a single inside-the-city rate and a single outside-the city-rate. Subcommittee Report, p. 17 (§12(f)(iii)). St. Helena was paying the same outside rate as all outside customers. The City of Napa was moving to a cost-of-service rate design structure. When the City of Napa released its consultant's study, I went right away to the Napa Water Division's downtown Napa office to review the study. I wanted to see the rate recommendation for St. Helena. The Napa consultant had classified St. Helena with all outside Napa City residential customers. The consultant had not proposed a separate cost-based rate for St. Helena, its largest wholesale customer, as I thought should have been done.

The Napa consultant recommended an initial increase followed by significant annual increases during the rate study period for outside-the-city customers. I relayed what I learned to the City of St. Helena with three concerns: (1) the City of St. Helena was a wholesale customer, not a retail customer, and therefore the rate classification did not fit; (2) the new initial rate might be too high, (3) the annual increases thereafter were significant.

The City of Napa noticed its new proposed rates in August 2011 and adopted them on September 20, 2011. They were in place when the City of St. Helena opened negotiations with the City of Napa on an amendment to St. Helena's water supply contract.

I had no involvement (nor should I have had) in the discussions leading to the December 15, 2011 Amendment No. 3 to the Napa contract but, when it came before the City Council for approval on November 8, 2011l, I recognized (1) the amended contract removed the summertime operational constraint that lowered the safe yield, (2) increased the take-or-pay from 400AF to 600AF, and (3) while the initial price was the same as recommended by the Napa rate consultant for outside residential customers, the price in subsequent years would be under that rate. Napa Water Supply Agreement, Amendment No. 3 (effective December 15, 2011).

After alerting the city to my concerns about the proposed new pricing for St. Helena by the Napa rate consultant, I followed water issues from my position on the Planning Commission, where I was now its chair. I was especially interested in unaccounted water loss, what went into it, how it was calculated, and how the loss could be minimized. Mr. Ferons shared with me a full-page diagram that he had prepared to show the many factors that went into the calculation. By then he had learned that treated water at the Water Treatment Plant, used in treating raw water, had not been considered in the calculation. He corrected that (which reduced the unaccounted-for loss percentage).

I followed closely developments at the Water and Wastewater Enterprises during my four years as Mayor (2014-2018). This emerges on subsequent pages. I have continued to follow the progress of the Enterprises from city published sources since that time, especially the monthly Water Reports.

About myself: I served on the St. Helena Planning Commission from 2009-13 and then as Mayor from 2014-18. I chaired the 2013-014 Napa County Civil Grand Jury. I also served on two county water committees, appointed by the Board of Supervisors: The Groundwater Resources Advisory Committee (2011-13) and the Groundwater Sustainability Plan Advisory Committee (2019-2021), of which I was vice-chair. I served on the Board of Directors of the Napa County Flood Control and Water Conservation District (2014-18).

My background: following law school, I became a member of the Massachusetts, California, District of Columbia, and Maryland Bars. Professional career: instructor (UC Berkeley), staff attorney, California Rural Legal Assistance (Santa Rosa Office (Indian law issues)), research attorney, California Supreme Court (Justice Stanley Mosk), and 40-year career with Williams & Connolly LLP (Washington, D.C.), a national trial practice firm. I accumulated expertise in regulatory law (including ratemaking), pipeline operations (natural gas), and open channel flow measurement (wastewater systems, open channels, and reservoirs). I became exceptionally familiar with take-or-pay contracts (oil and gas industry).

B: COMMENTS ON GRAND JURY MAJOR THEMES

1. Grand Jury Qualifications

As I know from being a Napa County Civil Grand Jury Chair, Napa County civil grand juries often issue constructive reports but at times they do not. I have read many over the years. I am familiar with the California Penal Code provisions governing civil grand juries as well as the instructional materials for incoming grand jurors. This Grand Jury in this case did not do its job.

The report is replete with factual error, inconsistencies, misuse of documents, and unsupported opinion.

I select one consequential error for starters (much more in subsequent pages). On page 20 the Grand Jury, assessing City Council responsibility, blames "council members for hiring management staff." The Grand Jurors display in these words their collective lack of understanding of the council-manager form of government.

A quick primer, from the International City/County Management Association ("ICMA"):

1. "The elected officials hire a professional city, town, or county manager based on that person's skills and abilities and NOT their political allegiances. The elected officials supervise the manager's performance, and if that person is not responsive or effective in their role, the elected officials have the authority to remove him or her at any time."

2. *"The manager is an at will-employee [who] recruits, hires, supervises, and terminates government staff."* Italics added.

This is basic stuff. The Council, acting as a body, hires and fires the city manager. The city manager is the chief administrator. The council has NO role in the hiring or firing of city staff.

Because the Grand Jury (with no foundation) asserts (p. 27) that council members and senior management need "governance training," I add, in my case, that I was familiar with the ICMA, read much of its literature, and had read with special care the ICMA's Code of Ethics for City Managers.

During my mayorship I played NO role in the hiring and firing of management staff *under* the City Manager. If I had done so, I would have provoked the City Manager's speaking resignation. I received no complaint from any of the three (one interim) City Managers during my time as Mayor that a council colleague asserted himself or herself into management staff hiring or firing. I met privately with the City Manager (with Vice Mayor Peter White) for an hour or so every two weeks during my mayorship without fail. I interacted with the City Manager regularly.

Conclusion: a report purporting to pass judgment on Council and city staff leadership has NO credibility when its authors lack minimal grasp of the council-manager form of government.

2. Water Quality

I focus on water quality through 2018, when I left city government. I am not personally knowledgeable after 2018. I have not experienced a water taste or appearance problem at my Allyn Avenue home in St. Helena through today.

No customer-driven water quality complaints were brought to the attention of the Infrastructure Subcommittee in 2010. Its June 2011 report is thus silent on the subject. I recall no significant water quality issues being reported city-wide in the period 2011-14 before coming Mayor. I also recall no customer-driven water quality complaints during my mayorship (2014-18). As to other customer-driven complaints, they were not systemic, but local and sporadic, and handled by the St. Helena Public Works Department in the ordinary course of business, including installation of a carbon filtration system at the Bell Canyon Treatment Plant.

I do recall learning of one interesting water taste issue, though I cannot place it in time. Napa Water comes from two sources: treated water from its Jameson Canyon Water Treatment Plant and treated water from its Hennessey Water Treatment Plant. Napa water from both sources is delivered in a single water main to St. Helena at its Rutherford Pump Station. There was a short period when the City of Napa was not timely advising the City of St. Helena when it was switching from one source to the other. This affected treatment at the Rutherford Station -- and customer taste. The issue was promptly addressed through better coordination between the two cities.

3. Water Quantity

The Grand Jury (p. 7) provides the City's total water production (from its three sources of potable water (Bell Canyon Reservoir, City of Napa, City Stonebridge Production Wells) for fiscal year ending June 30, 2024. The total produced was 1,159AF.

The city today publishes monthly water reports. They were once weekly. They provide the data that enables the tracking of city water production by source by water year. For trend analysis the key reports are those ending on June 30; they show total production for the full water year, as well as the year before.

The Grand Jury should have provided a trend analysis over several years, readily assembled from the monthly Water Reports on the city's website. The Infrastructure Subcommittee did so in Baseline Slide Two, prepared by Mr. Sales. It showed that the city produced on average 2037AF per water year in the period 2000-2009, with a high of 2290AF (2002) and a low of 1814AF (2009).

So, what is *remarkable* is the extraordinary decline in water production over the period 2011 through 2024, from 2156AF to 1,159AF, a drop of 1,000AF in that timeframe.

The decline in water production translates directly into a large loss in water sales revenue. Further, the revenue loss especially hurts because it is incremental: in standard cost accounting the cost of producing the last unit is less, and typically much less, than the cost of producing the first unit. This principle affects rate design: more of the cost must be placed on the fixed charge (connection fee) than on customer usage, which both increases revenue stability and reduces the customers' ability to lower their water bills -- and it hurts at the customer level. In St. Helena, Napa water is both baseline water (take-or-pay) and expensive, has become a much greater percentage of total production, and has strongly pushed up water rates.

Knowing that production has drastically declined, the Grand Jury might have explored the underlying reasons to understand better the revenue implications.

Without doubt, rising water bills have dramatically driven down usage; that is apparent from landscape conversions in St. Helena and probably lower household usage as well. The second reason is population loss: Based on Census data, the Grand Jury notes (p. 6) the City's population dropped nearly 10% between 2010 and 2020. Permanent population loss is somewhat offset by second homeowners (not counted in the Census); the "somewhat" is because second homeowners use significantly less water than full-time households. The third is greater efficiency in water use, perhaps more of a factor on the commercial side than the residential side.

None of this is discussed in the Grand Jury Report. It is not possible to make a responsible assessment of the city's management of the Water Enterprise, including its scheduling of capital improvements, without coming to grips with the effect on revenue of the nearly 50% reduction in water demand over the years under review by the Grand Jury.

4. Grand Jury Math and Council Leadership

The Grand Jury states (pp. 2 (Summary), 16) that in its study period (2011-2023+) that water rates have increased "approximately 183%." The Grand Jury (pp. 12, 12, 14) provides box tables showing "Recommended Rate Increases" and "Actual Rate Increases." Its math does not hold up.

The rate increases (FY 2011/12 through FY 2027/28), when added, total 220% for "Recommended Rate Increases" and, when added, total 130.5% for "Actual Rate Increases." The Grand Jury's fault with the City, leading to its many derogatory descriptors (*e.g.,* pp. 3: "dysfunction," "poor-decision-making," "poor oversight," "poor governance"), is that actual rate increases were much less than recommended rate increases, leading to poor performance over many years

Problem: this did not happen.

The only way to reach the Grand Jury's183% increase is if the City Council in fact approved the recommended rate increases. The recommended rate increases total188% if the four 8% increases following the rate initial FY 2023/24 28% rate increase are *subtracted out*, close to the Grand Jury's 183%.

Now, as shown in Background Section A, the City Council in fact adopted the 2011 recommended rate increase of 58%. The Grand Jury Report shows that the 2023 Council adopted the Recommended 28% Increase. The 2016 increase was during my mayorship. I do not have at my personal disposal the city records pertaining to the 2016 rate increase. I recall that it was substantial. I am confident that the Council adopted the consultant-recommended rate increase. If the Grand Jury report correctly states (p. 13) that the recommended increase was 63%, then that was the increase that the Council adopted. (The city could not have proceeded to a lesser-than-recommended increase (still an increase over prior rates) without going again through the Proposition 218 process. I am confident that did not happen.)

Bottom-line: the Grand Jury Report (pp. 111, 13 (boxed numbers), with its many derogatory comments on city governance, is based on the faulty premise that the City Council in 2011 and 2015 slashed in half (2011) and more than half (2016) recommended rates. Its house of cards collapses due to its faulty rate math.

I would add that it is difficult to be in a governance position when called upon to approve large rate increases. I recall the deeply felt resentment of residents opposing the 2016 increase. Council leadership is at its best when, as happened in St. Helena, the Council approved huge initial rate increases. The Grand Jury did not live it -- and its allegation of "poor governance" is hurtful and wrong.

Note: The Grand Jury in its boxes does not provide rate increase information for FY 2021/2022 and FY 2022/2023. If there were increases in those years, as likely, and they were around 4% (2016 rate increase rate after initial 63% increase), then the total increase would rise to 191%, close to the 188% discussed above.

5. Differential Rates and Special Surcharges

a. Terminology

"Differential rates" are general rates that differ for the same class of customer between inside-the-city customers and outside-the city-customers. Outside customers pay more. "Lift" rates are rates charged to customers behind elevated tanks; they consider pumping and related costs; they are typically localized to a specific service area. These customers can be inside-the-city or outside-the-city.

b. Background to Discussion

St. Helena discontinued differential rates (which had come into rates by 1958) in 2011. It does not appear that St. Helena charged lift rates at any time except for the Meadowood surcharge. Letter from The Reed Group to City of St. Helena, February 3, 2005. This surcharge was a separately stated rate on the city's water rate schedules. The city discontinued this surcharge in 2016.

The Grand Jury writes (pp. 21-22): "In 2016, the City Council changed the water rate fee structures and cancelled water assessment and surcharges to OSSA customers [outside-the-city customers with water service agreements] and customers in high elevations without having a plan in place to replace the lost revenues." This statement is overbroad. There were no customers inside or outside the city (since 2008 and perhaps at no time) in high elevations paying lift charges other than Meadowood. All outside customers (not just those with service contacts) paid a (higher) differential rate prior to the new rates in 2016.

The Grand Jury assumes (p. 18) that because the City of Napa can charge differential rates, so can the City of St. Helena. The Infrastructure Subcommittee documented that the City of Napa had one inside-the-city rate and one outside-the city rate in 2010. Baseline Report, p. 17 (§12(f)(iii). Napa switched to cost-of-service based rate in 2011 based on the work of its consultant. Napa thus had cost-based justification for differential and lift rates. St. Helena had no such justifying study. The history is stated in Section A of this Comment. (I retained the Napa rate records so I write here not just with a strong memory but with documentary substantiation.)

The Saint Helena City Council, following the recommendation of an *ad hoc* resident committee, decided to forego all differential rates, including the Meadowood surcharge. I supported that decision as Mayor. The highly knowledgeable Vice Mayor Peter White supported this decision. I recall no Council dissent.

The city could not legally, practically, or as matter of sound policy adopt differential pricing in 2016.

c. The legal landscape

In April 2015, the California Court of Appeal decided *Capistrano Taxpayers Ass'n v. City of San Juan Capistrano*, 235 Cal.App.4th 1493 (2015). It resolved the question of

applicability of Proposition 218 to water rates. The Court of Appeal held that under Proposition 218 public agencies for property-related services could not charge more than the proportional cost of providing the service to that specific parcel. The *Capistrano* case was a landmark case; it reshaped the way in which California water agencies charged for water. It was immediately clear that the St. Helena, lacking a study, could not legally adopt differential and lift rates.

I knew that an informed consideration of differential and elevated rates would require the city to accumulate supportive documentation as Napa had done in 2011. Having read the Napa 2011 rate consultant study, I knew that a rate study would take significant time at significant expense once the data was in the hands of the rate consultant. That would take a significant period to accumulate. I knew at that Council consideration of differential and elevated rates was an impossibility if new 2016 rates were soon to be adopted, as was financially imperative.

I did not view the legal issue as a close call. I do not today recall the city's public legal advice. Interim City Manager Jim MCann writes (*St. Helena Star* (July 2-8, 2026)) that the City's outside legal counsel advised that the City could not justify differential rates under Proposition 218. Importantly, there is nothing in the Grand Jury Report that signifies that it understood the significance of the *Capistrano* case in taking issue with past Council decisions not to impose differential and lift rates.

d. Practical Considerations

I knew that not reviving differential rates would be controversial. The Council formed an *ad hoc* committee to evaluate the issue. The committee, led by Jack Stuart, recommended against differential rates. I do not recall today the specifics of the ad hoc committee's recommendation. I do recall my own thinking.

The city's water service area is small, geographically compact, and city water employees in the ordinary course of business service Water Enterprise facilities outside city limits, such as the Rutherford Pump Station, near water customers outside city limits on the south side of the city. The city has customers east of the Napa River inside city limits not far from other east side customers outside city limits. (As an aside, and though generally not understood, the city's Bell Canyon property is within city limits (an island surrounded by the County)). It seemed apparent that the ongoing operation and maintenance costs of providing service to customers outside city limits was not significantly different than for inside the city customers. I foresaw a bookkeeping nightmare as, for example, in untangling chargeable travel time from nonchargeable time or sorting out chargeable lift expenses if lift charges were imposed by elevated tank zone. I also doubted that pumping expense was truly significant. The larger point is that the Grand Jury did not investigate these practical issues in castigating the city for discontinuing differential rates in 2011 and not reviving them in 2016, and not outside imposing zone-based lift rates (cost-of-service would vary by tank zone).

Turning to Meadowood: It is a party to one of twenty-five service agreements with the city. The Grand Jury states (pp. 17, 25) that there are "more than 30." A spreadsheet (initially prepared by me in 2011) listing the customers with service agreements is posted on the City's website; the potable water agreements number is 25. The one that matters most is the Meadowood Service Agreement. Its agreement provides for the most treated water (27,405 HCF/yr) among all treated water service agreements. It is the only one mentioned by name in the Grand Jury Report (p. 18). The Grand Jury missed the main point of the Meadowood Agreement. Its key clause is Clause 5.

Clause 5 states: "While water is furnished to Meadowood pursuant to this Agreement, Meadowood shall be bound by and subject to all lawful resolutions, rules, regulations and orders of the City pertaining to water service as may be enacted from time to time for *all* other applicable users of City water, including, without limitation, provisions relating to *rate charges* and water shortage emergencies." Italics added. Clause 5 was a legal showstopper: it precluded the city from attempting to impose a special surcharge. With rates greatly rising, I foresaw that Meadowood would press not just a Proposition 218 argument but also a sound contract argument.

There is no mention of Clause 5 in the Grand Jury Report. It is not justifiable to criticize the Council for discontinuing the Meadowood Surcharge in the face of Section 5 of the Meadowood Service Agreement, wholly apart from the Proposition 218 roadblock for want of adequate record cost support.

e. Policy Considerations

There are also strong public policy arguments against imposing differential and lift rates.

As to lift rates: the higher storage tanks provide fire flow water. This is an important public benefit. It justifies spreading out the cost and not loading it onto the customers in each tank zone. The 2017 and 2018 fires make the point.

There is also a strong logical argument against differential rates. I made this argument in my email to the city on February 7, 2011 (discussed in Background Section A). I quote from the argument I made in a July 29, 2019, letter. The letter was written in the context of the Meadowood surcharge, but its logic also extends to differential rates and lift rates. "As for the city-owned-Meadowood tanks, . . . assume that not a physical drop of Napa water reaches the Meadowood tanks (my understanding is that the water flow in the water main hung on the Pratt Avenue Bridge -- the only pipeline from Bell Canyon into the City -- is solely east to west. Now, if customers behind the Meadowood tanks should bear the significant cost of their replacement, why isn't it also the case that their rates should be calculated not to include the cost of Napa water (by far our most expensive water source), the likely huge cost of replacing the pipeline up from Rutherford (carrying Napa sourced water), the substantial Tank 2 rehabilitation cost, and so on? Also, the administrative cost of sorting all of this out would no doubt require significant sums spent on a consultant,

plus meeting Prop. 218 requirements. I can also envision significant litigation if the city were to go down this road."

The Grand Jury notes (p. 15) that the Holmes Tank requires replacement, that the estimated cost is approximately $3.6 million, and that (p. 17) there are six households behind the Holmes tank. The cost per household, then, is $600,000. I would hope that the St. Helena community, as represented by the Council, would reject a $600,000 surcharge on each of six households. The Holmes Tank is situated in a local of high wildfire risk.

I thought that a uniform rate structure was a fair community value that should be championed and not questioned. A grand jury has no business second-guessing the well-considered decision of an informed council.

6. Asserted Inability to Manage Major Projects

The Grand Jury asserts (p. 3) that the city lacks "adequate project management expertise" and an "inability to problem solve effectively." These sweeping statements are belied by accomplishment. Three examples from my time as Mayor:

a. Comprehensive Flood Protection Project

The official project start date was about June 7, 2006, and the project end date was January 1, 2016. The project was in response to repeated flooding on the east side of the city near the Napa River. The city was the lead agency on the project. It managed the project to completion. The total project cost exceeded $30 million. With completion, the project protected numerous homes from a 200-year flood event with additional freeboard margin.

This was no simple construction project. It presented many significant project issues and, therefore, involved numerous reviewing agencies: California Department of Parks and Recreation; California Highway Patrol; Regional Water Quality Control Board, Central Valley Sacramento Region 5 and San Francisco Region 4; California Department of Water Resources; California Office of Emergency Services; Office of Historic Preservation; State Water Resources Control Board, Division of Water Quality; California Department of Transportation; California Department of Fish and Wildlife, Division 4, Bay Delta Region 3. Then, at the Federal level, there was the U.S. Army Corps of Engineers.

The one project issue that I recall during my mayorship related to the recovery of Indian artifacts at the construction near the confluence Sulphur Creek and the Napa River. It was addressed with no controversy.

b. Upper York Creek Dam Removal

The dam was built around 1900. The Water Enterprise removed the reservoir behind the dam from treated water service in 1989. Public Works Brochure, January 2011, p. 4. The goal of the Dam Removal Project was to restore access for steelhead to more than 1.5 miles of stream above the 50-foot earthen dam. The City of St. Helena was the Non-Federal Sponsor.

Based on its "investigation" the Grand Jury states (p. 11) that "the removal of Upper Reservoir Dam [cost] $3,100,000." The final cost, as stated by Public Works Director Erica Smithies, was $9.5 million. Upper York Creek Dam Removal Video (available on city website; a "must-see" for anyone interested in the project). She states that roughly half the final cost was in upfront engineering and design. The final modifications followed the heavy rains in 2017. They took advantage of lessons learned from the removal of the San Clemente Dam on the Carmel River.

The Public Works Department on the city website provides a listing of those involved in the project, in addition to the City of Helena. The listing lists twelve project consultants, eight cooperating agencies, two contractors, two local cooperators, and three elected representatives.

Here we go: Project Consultants: EKI Environmental & Water, Inc.; Green Valley Consulting Engineers; Kubik EHS Solutions, Inc.; Middletown Rancheria; Rincon Consultants, Inc.; Stillwater Sciences; Terra Firma Surveys, Inc.; Traffic Control Pros, Inc.; WRA, Inc.; WRECO; Yarborough Architectural Resources. Cooperating Agencies: California Department of Fish and Wildlife; Napa County Flood Control and Conservation District; National Oceanographic and Atmospheric Administration -- Fisheries; Regional Water Quality Control Board -- SF Bay; U.S. Army Corps of Engineers -- SF Region; U.S. Fish and Wildlife Service. Contractors: Britton Tree Service; McCullough Construction, Inc. Local Cooperators: Spring Mountain Vineyard; Upper Valley Disposal & Recycling Landfill. Elected representatives: State Assembly Member Cecillia Agar-Curry; State Senator Bill Dodd; U.S. Congressman Mike Thompson.

The funding came from three sources: the California Department of Water Resources, the City of St. Helena Water Enterprise and General Fund, and the U.S. Environmental Protection Agency.

My point: St. Helena showed the project management expertise, as Project Sponsor, to bring this long and complex project to a conclusion. Interim City Manager Jim Mcann summed up well in his letter in the St. Helena Star (July 2-8, 2026): the dam removal "stands as one of the city's most significant environmental achievements that is now a model for other projects in our region and beyond."

c. Wastewater Treatment Upgrades

In his January 2011 City Council Presentation Public Works Director John Ferons identified the need to rehabilitate Pond 1A, in continuous operation since the Wastewater Treatment Plant opened in 1966.

The Pond 1A project suffered a severe mishap. With renovation complete, city employees filled the pond with raw sewage which, over a few days, sank into the ground due to inadvertent removal of the pond's impermeable clay bottom. The city reported the event to the Regional Water Quality Control Board ("RWQCB"). It responded with a proposed $2.8 million fine. The City Manager, working with the Public Works Director and a consultant, eventually persuaded the RWQCB to settle for a $280,000 fine.

The mishap then started a long process that led to a cease-and-desist order requiring the city to make specified upgrades and to do so within a fixed schedule. The city would complete an $18.8 million wastewater treatment upgrade, a major accomplishment.

So, what started from an unfortunate mishap resulted in a modern wastewater treatment facility at an $18.8 million cost, and in the end a success.

6. Rate Study Expectations

I discuss the 2011 and 2016 water rate studies. I was significantly involved in each of them: the 2011 rate study due to my authorship of the2Infrastructure Subcommittee Report and follow-on involvement in the of spring 2011and the 2016 rate study as Mayor.

a. The 2011 Rate Study

As already discussed in Comment Section A and, the approved rate increase was 58%, not 29%. I here focus on page 10 of the Grand Jury Report to deal with incorrect textual points.

First Text Point: the Grand Jury quotes six lines that are found on page 12 the Reed Group's 2011 Final Study in a section devoted to the "Capital Improvement Program." When read in context, the Reed Group makes the point that the recommended increase (58%) is not sufficient to provide for funding for all 36 projects totaling about $11.5 million in the city's $11.5 million 6-year capital improvement plan. "As a result, approximately $1.1 million of the planned capital improvement has been deferred beyond the planning period used for this study."

The statement in fact substantiates my memory (*see* Section A), that the 2011 rates were not designed to fund all projects, and that it was contemplated that projects would need to be extended beyond the six-year study period (and five-year rate period). When read in the context in which it was written, the statement undercuts the Grand Jury's assessment that the City Council was slow-walking progress on capital improvements by approving substantially less than recommended rates in 2011 and 2016. It substantiates the obvious: not all projects were going to be completed within the five-year rate period or the six-year study period. The Grand Jury did not understand that.

Second Text Point: the Grand Jury (p. 10) writes that the 2011 City Council "made a conscious *decision* to defer capital improvements and approved a smaller rate increase, than recommended, *prioritizing* debt covenants over long-term infrastructure and deferring maintenance again." Italics added.

I focus on the words "prioritizing" and "conscious decision. By using the word "prioritizing," the Grand Jury seems to be suggesting that the 2011 Council should have preferred and authorized greater capital spending over spending money to satisfy financial debt covenants. Its use of "conscious decision (when decisions in their nature are "conscious") seems to be underscoring the Grand Jury's belief that, faced a "conscious" choice, the City Council should have chosen a larger capital budget over covenant compliance.

If this is what the grand jury is messaging, then my response is emphatic: II would *never* have voted in favor of a rate increase that did not cure non-compliance with a bond covenant. I can envision Mr. Jesse Duarte's bolded frontpage headline in the *St. Helena Star*: "Mayor and Council snub bond holders; St. Helena's credit-rating plunges; City becomes laughingstock." No thanks.

The Grand Jury (p. 11) complains that funds from the 2011 rate increase were not dedicated to the distribution system. It notes (p. 11) that 29 capital projects were completed by June 30, 2016. The Grand Jury does not provide a listing of these completed capital improvement projects in its Report or in an appendix. It appears that the Grand Jury does not deem pumping stations to be part of the distribution system (*see* p. 11, last sentence). I viewed them as being an integral part of the distribution system. The same is also true for water storage tanks. During my mayorship the city completed installation water Tank 1A. Grand Jury Report, p. 30 (W-83 on "Projects Delivered" list). Tank 1A is downstream of the Bell Canyon Water Treatment Plant and is a critical part of the distribution system. I have now forgotten its capacity but at minimum one million. It cost around $1.5 million.

As a footnote, care of the water distribution system is a basic task of the Water Enterprise. City water employees patrol the distribution system daily. Prompt attention t leaks is a priority. Public Works Slide Presentation, January 2011, Operations & Maintenance Slide. (The leaks I most remember were automobiles on three occasions (outside Vineyard Valley, near the Safeway, near the Elm Tunnel) crashing into and disabling into fire hydrants. The Vineyard Valley crash was no minor weekend challenge. The water spills (then shows up as unaccounted-for water loss).

b. The 2016 Rate Study

The Grand Jury Report states (p. 13) that the initial recommended rate increase was 63% and that the approved initial rate increase was 25%.

During my mayorship I did not keep a personal file of official city documents or records. I do not have immediately available materials generated by the city during my time as mayor (2014-18).

I can say with certainty that the city did not go through the Proposition 218 process as would have been required if it had rejected the recommended rate increase. That did not happen.

I discussed differential, lift, and the Meadowood surcharge issues in Section B (5).

C. COMMENTS ON SELECTED STATEMENTS IN THE GRAND JURY REPORT

1. Page 2: The Grand Jury asserts that in the period 2011-2025 "the water system as whole has fallen into further decline." As of 2018, when I left the mayorship, that was not my assessment; a completely depleted system was being revived. As for the full period assessed by the Grand Jury, Interim City Manager Jim McCann summed up well (*St. Helena*

Star, July 2-8, 2026): "According to city documentation, approximately 73% of planned capital improvement between 2011 and 2021 was invested, resulting in 62 completed projects. More investment is needed, but suggesting ratepayer dollars produced little or no benefit is simply incorrect."

2. Page 3: The Grand jury alleges "poor oversight" by several terms of the City Council." I categorically reject this claim. It is inconsistent on its face with the Grand Jury's finding that City Councils in the years under Grand Jury reviewed raised water rates by an astonishing 183%, an amount that far exceeds the rise in the Consumer Price Indes in that time (about 35%).

I never failed to keep myself informed about the state of the Water and Wastewater Enterprises, and the rate issues needed to support them. The Council did not have the luxury of adequate revenue to recapitalize immediately all needed water (and wastewater projects). Beyond Council meetings, as previously noted, Vice Mayor Peter White (with whom I had an excellent collegial relationship) and I met every two weeks with the City Manager for a review of City matters, including the Enterprises if needed. I reviewed the many documents generated in the ordinary course of business concerning the Water Enterprise (budget, capital improvement plan) as well as periodic updates (with questions) at bi-weekly City Council meetings.

3. Page 3: The Grand Jury references an increase in taxes to support the Water Enterprise. The reference is to Measure H, adopted by the voters in June 2022, to enable the City to incur bonded indebtedness. Measure H proceeds fund both Enterprise and non-Enterprise municipal projects, with project costs totaling $18,318,295. The Water Enterprise is receiving 31%; the Wastewater Enterprise about 61%. A good link: https://sthelenaca.portal.civicclerk.com/event/1588/files/attachment/170.

4. Page 5: The Grand Jury states "St. Helena's City Council should require its members and Senior Management Staff to attend governance training in addition to training on the Brown Act. Grand Jury recommends (p. 27) "training opportunities" as are sponsored by the Mayors and Council Members Academy and The League of California Cities. I attended meetings and seminars sponsored by The California League of Cities during my four years as a Planning Commissioner and my four years as Mayor. They were in Sacramento (several), Monterey, Long Beach, and near the Ontario Airport (likely Pomona). The city paid expenses. During my mayorship, City Manager Jennifer Phillips encouraged staff to participate in professional organizations and attend training and conferences. I also recall that the City Council approved Ms. Philips' request that she attend a course at Harvard's Kennedy School in Cambridge MA.

5. Page 16: The Grand Jury asserts that Water Enterprise customers pay "exorbitantly higher rates for water than in neighboring communities." The Grand Jury provides no comparative information to support this statement, nor any definition of its scope of "exorbitantly." A professional grand jury report would contain this information so that the reader can assess the matter. The 2011 Infrastructure Baseline Report (p. 16) did

precisely that with a detailed recitation of rates in each nearby city (City of Calistoga, Town of Yountville, City of Napa).

6. Page 17: The Grand Jury, in addressing outside-the-city customers, states "there is no monitoring for prohibited usage (using treated water for irrigation for example)." I am not sure of its point. In general, allegations of a water violation are complaint-driven. The Grand Jury does not explain what it thinks the city should do, and at what municipal expense. Cities generally do not proceed based on guilty unless proven innocent. St. Helena is not an outlier.

7. Page 18: The Grand Jury asserts that outside-the-city customers with outside service area agreements unfairly benefit from Measure H projects for water, stormwater, and sewage services when they are not taxed for their share of these services. I admit that I am not well informed here. My memory is that the city does not provide sewage services outside city limits. As to stormwater: I am skeptical that the city provides stormwater service outside the city unless under an arrangement with the county and therefore decline to accept the Grand Jury's assertion without substantiation. As to water service, there is some benefit, though most Measure H spending is on wastewater projects. See Comment Section B (5).

8: Page 19: The Grand Jury discusses City Council turnover. It asserts that turnover was "high" (though not providing comparative data with comparable small cities) with a loss of institutional knowledge (p. 20). The Grand Jury does not provide any detail that would suggest the loss of "institutional knowledge" negatively affects Water Enterprise operations. For example, Water Treatment Plant managers are certified; they can surely assess the state of facilities for themselves. The Grand Jury omits that Mayor Paul Dohring has served on the Council continuously since 2014; few cities enjoy a mayor with longer "institutional knowledge." The Grand Jury refers to a "near recall" (me) but there was no "near recall." The signatures necessary to force a recall election were not gathered. The Grand Jury states: "In fact, the most recent example saw a City Council member *expelled* due to lack of attendance in April 2026." Italics added. The Council member was not "expelled" by the City Council. This is harsh -- and, it must be said mean too. He lost his Council seat by operation of California Government Code section 365513 due to consecutively missed regular City Council meetings. Reporting by the city and press was careful to explain that his departure was by operation of law and *not* by Council action.

9. Pages 19-20: The Grand Jury writes (p. 19) "Multiple council members have faced conflict-of-interest scrutiny tied to their personal and financial interests. Ultimately, dysfunctional conflict has hindered if not totally impeded much needed progress in St. Helena, especially for the St. Helena Water Enterprise." The same theme appears on page 20 ("High turnover and council disfunction"). Also, on page 21, "Dysfunctional conflict has prohibited much-needed progress," presumably with respect to the Water Enterprise.

This is a baseless allegation. It is basically stating that progress on the Water Enterprise has been impeded by council members with a personal or financial interest in their vote, in violation of the Brown Act.

The Grand Jury does not cite a single for instance.

During my time as Mayor there was *NO* recusal at any time with respect to the Water Enterprise. Perhaps my imagination is limited but I find it difficult to think that any council member at any time would have a personal or financial interest in conflict with the Water Enterprise.

In fact, during my time as mayor there were almost no recusals on any matter at any time for conflict of interest. The handful that occurred were handled correctly under the Brown Act.

For the record, in my case I had no business interest in St. Helena and no personal financial interest other than my Allyn Avenue home. Prior to becoming Mayor, I served for three years on the Board of Directors and as Corporate Secretary of Rianda House; my term expired shortly before I became Mayor. I did not seek reappointment to avoid a conflict of interest with Rianda House (a recipient of funds from the city). The Grand Jury (p. 50) worries about "personal relationships." I state no personal relationship affected my conduct of city business. (I am not sure what the Grand Jury thinks is the scope of a "personal relationship." I would define it as my wife and children; none had any business interest in St. Helena.)

10. Page 20: The Grand Jury discusses turnover of Public Works Directors. Here are the facts through 2018: John Ferons started as Associate City Engineer in 2005 and was Director from 2008 to 2013. He hired Debby Hight as Assistant Public Works Director in about 2010; she became Acting Public Works Director when Mr. Ferons left in late 2013, leaving before Ms. Smithies' arrival in September 2016. Mr. Palmer become Director in 2014, leaving in March 2017. Erica Smithies became Assistant Public Works Director in September 2016, becoming Public Works Director in April 2017 when Mr. Palmer left. Ms. Smithies was Public Works Director through the end of my term as Mayor, and, according to the Grand Jury (p. 37), left in March 2021.

I did not then view the turnover of Public Works Directors as out of the ordinary. Also, in each case there was a smooth hand-off: Ms. Hight overlapped between Mr. Ferons and Mr. Palmer and Ms. Smithies was Assistant Public Works Director under Mr. Palmer before she became Public Works Director.

11. Page 23: The Grand Jury writes: "It is important to note that no recent improvements have been made to the Stonebridge Wells or the Rutherford pump station." The Grand Jury does not elaborate on the importance of "important." On page 30, a "Capital Improvement Projects Delivered" listing in the period 2011-16, the listing lists Project W-69 - Stonebridge Wells Upgrade." On page 33, a similar 2016-2023 project delivered listing, the listing lists "Project 03005-W-1 10 -Rutherford Pump Upgrade." If these are the projects that the Grand Jury deems "important to note," then the Grand Jury listing shows they are noted and completed.

D. MY CONCLUDING COMMENTS

The Napa County Court, in advertising for grand jurors, promises that they will conduct "rigorous" investigations. Indeed, as I know from being a Napa County Civil Grand Jury Chair, there is written guidance and significant instructional training on the proper conduct of a grand jury investigation. The Grand Jury's Final Report in this case is not the product of a meaningful investigation, much less one in accordance with training materials. A sure sign: The Grand Jury in Table 1states that the St. Helena Public Works Director in 2010 and 2011 is "Unknown." It did not have the energy or interest to find out.

So let us be clear as to what happened. The Grand Jury relied on the assessment of a confidential source with a strong bias against the St. Helena city leadership and management. The Grand Jury instructional materials, as I remember them, warned against such reliance. The result is a brutal report with no evidentiary foundation.

I look back on my service to St. Helena with pride. I look back with respect and appreciation for the City Managers and their Public Directors. I knew many city employees. I admired their skills, dedication, helpfulness, and friendliness. And just how good: my first City Manager, Jennifer Phillips, in 2016 received a *Career Excellence Award* from Women Leading Government ("WLG"). WLG is an affiliate of the International/County Management Association ("IMCA"), the national leader in promoting "best practices" in local government.

I especially look back on the work my colleagues and I did on St. Helena water issues with pride. the Slide Shows that Mr. Nieman, Mr. Sales, and I put together for the City Council on our Infrastructure Committee and Safe Yield Committee reflected work of the highest caliber. I regret that the Grand Jury was not made aware of our work.

Contrary to the Grand Jury, I paid especially close attention to the Water and Wastewater Enterprises during my mayorship. I knew exactly what was going on. I studied the stream of staff reports, studies, budgets, and capital plans that the city generated in the ordinary course of business, along with staff briefings and Council meetings. I made it a point to visit the major Public Works facilities from time-to-time: the Corporate Yard, the Wastewater Treatment Plant, and the Water Treatment Plant at Bell Canyon.

I had great respect for the Public Works Directors (Mr. Ferons, Mr. Palmer, and Ms. Smithies) and Public Works staff, talking with field staff at every opportunity (and there were many as I regularly walked the full town) -- with open ears. I recall that one Christmas Holiday my wife (now gone), who prided herself on her chocolate chip cookies, decided to make a cookie basket for each of the major Public Works' facilities. I delivered her holiday cheer.

But beyond that, it is inherent, when addressing facilities in service for years after their useful life, that disasters happen, that priorities shift, that engineering is more time-consuming, that initial cost guesstimates are too low, that regulators have insightful, challenging, and changing requirements, that nongovernment parties and interests demand their say, and so on. These things happen under the best of leadership. My wife

lived for 45 years in an Edina MN home next to an old bridge over Minnehaha Creek (which descends through Minnehaha Falls, a well-known attraction in Minneapolis) into the Mississippi River). The City of Edina advised for at least the last fifteen years that it will soon replace the bridge. Edina is well-run and, unlike St. Helena, has real scale which greatly facilitates running a full-service city. The old bridge lives on, pushed aside by more pressing projects.

The Grand Jury might have reflected on its finding that rates in its study period increased by 183%, far above the cost of living. An increase of that magnitude does not come about through magic. It requires public education, strong leadership, and acceptance of the political blows.

The past ended in 2009-2010, with the 1993 General Plan Update, a logical time for examining anew the state of the Water and Wastewater Enterprises. The Infrastructure Subcommittee (with two City Councilpersons among its ten members) so stated on page 2 of its report: "The fact that the system has unmet needs in the past is irrelevant to what is now required, and the Subcommittee so finds." No uninformed Grand Jury report can overshadow the impressive progress that has been made and continues to be made since 2010 in rehabilitating the Water Enterprise -- a business that had been managed to "capital depletion."

I provide these comments because:

(1) I want a public record on file with the city of my service to the Water Enterprise in a leadership role with accurate detail showing that there is no merit in the Grand Jury's condemnatory Report.

(2) Though now eight years have gone by since my mayorship, I want city employees (then and now) to understand my deep appreciation and respect for their skilled dedication to the betterment of the Water and Wastewater Enterprises. They did not deserve this lousy Grand Jury Report.

Respectfully submitted,

J. Alan Galbraith

Mayor, City of St. Helena, 2014-18

Emailed to City: July 20, 2026

Outlook

Fwd: City Council Public Comment

From agalbraith94574@gmail.com <agalbraith94574@gmail.com>
Date Mon 7/27/2026 8:00 AM
To Public Comment <publiccomment@cityofsthelena.gov>
Cc Tom Belt <tmbelt@comcast.net>

Sent from my iPhone

Begin forwarded message:

From: TOM BELT <tmbelt@comcast.net>
Date: July 24, 2026 at 12:26:08 PM CDT
To: Alan Galbraith <agalbraith94574@gmail.com>
Subject: City Council Public Comment

Dear Mr. Galbraith,

I just read your written public comment submitted for the July 28, 2026 St. Helena city council meeting. As a matter of fact, I did not receive your letter dated July 29, 2019 in which you claim. Please verify in a response that you have proof that I received that letter.

I do recollect making comments at past utility rate study meetings regarding the council's decision to discontinue the $50,000 annual surcharge to Meadowood. I remain steadfast that councils decision was an incorrect one based upon the city's disinterest or inability to keep complete records of the added cost to provide water service to the water customers residing in three different high elevation zones outside city limits

I invite you to review the city's video recordings of the 2016-2017 utility rate studies on the city's website in which Jennifer Tuell commented public works personnel drive up to Meadowoods water system on a daily basis spending an hour or more each day to check on the maintenance of the system. When you watch the video, pay attention to Steve Palmer quickly cutting her off from describing public works responsibility with Meadwoods water system. Based upon staff time driving up to Meadowood on a daily basis, the wear and tear on the vehicles, any maintenance that is performed on the pumps, along with the added electricity expense to pump the water to the tanks would certainly add up to more than $50,000 a year. The fact that our finance department doesn't have the time or interest to document these extra costs is laughable and disingenuous to the water customers in our city. And let me add, while the $50,000 subsidy spread out among 2500 St, Helena water customers adds up to about $2 a year per customer, the subsidy is saving

Meadowood customers about $1000 a year. If that isn't a subsidy I don't know what is.

I find it ironic that the small town of Yountville currently charges outside city water customers a 75% added surcharge for water delivery and St. Helena has twice the population of Yountville, yet it doesn't have the ability to maintain water service records. During the 2016 utility rate study Steve Palmer said it was the city's policy that all water customers pay the same. As our past mayor, please provide me with that policy.

I recall when you were mayor making the statement that St. Helena has one recirculating water system to support your conviction to discontinue the Meadowood surcharge. That statement was false at the time just as it is false today. I was able to confirm your false public statement when I later spoke to Erica Smithies and learned there are check valves in place in Meadowoods water system prohibiting the water pumped up to the tanks from coming back down to the city's water system.

I also recall your statement as our mayor stating the argument could be made that It would be less expensive to continue paying the fine for failing to take the York Creek dam then to remove the dam. To me, that remains a testament to your lack of concern for the environment and for the steelhead fisheries which are a federally listed species.

Please feel free to add this letter to your other public comments for the next city council meeting.

Tom Belt

Dear Tom:

I am taking you up on your suggestion that your Friday email and my response be filed with the City Clerk as Public Comment to the forthcoming Council meeting. I respond to your letter points in the order you make them. So as not to overburden the public record I refer at times to my public comment on the Grand Jury Report, submitted some days before the Grand Jury comment but made public at the same time as my public comment attaching my 2019 letter to you.

1. *My letter of July 28, 2019:* You seek proof from me that you received the letter (you do not challenge that I mailed it to your home address). I do not have proof. I relied on postal General Delivery inside St. Helena. I did not have a problem with it. I provided the letter to the City Council due to its direct relevance to Grand Jury recommendation R4 in which it recommends implementing differential rates, surcharge rates for elevated customers, and special rates for outside-the-city customers with service contracts. The fact that you were the addressee was an incidental bonus given your similar public advocacy going back years. I think we can agree that the Grand Jury was not in possession of my 2019 letter to you and therefore did not have the benefit of the counter considerations to its recommendation R4 as enumerated by me in that letter.

2. *Discontinuation of the annual Meadowood surcharge:* I don't recall today the revenue received annually from the Meadowood surcharge prior to discontinuation in though the $50,000 you state in your Friday email rings a bell with me. You conclude that loss of the surcharge annually raised water customer bills by $2.00 and resulted in a Meadowood "subsidy" of $1,000. The practical considerations mitigating against your position and were persuasive to the ably led 2016 ad hoc Committee are stated in even more depth in section B.5. of my public comment on the Grand Jury Report. I only add that your expressed concern over a $1,000 annual Meadowood "subsidy" does astound me ("the subsidy is saving Meadowood customers about $1,000 a year. If that isn't a subsidy, I don't know what is.") My goodness this $1,000 "subsidy," even if real, is not worth the time of day (probably no more than a discounted night's stay at Meadowood).

You invite me to watch the City's video recordings of discussions around the 2016-17 rate studies. I am not sure why 2017 would be relevant; according to the Grand Jury the 2016 rates took effect on July1, 2016 (FY 2016/17). Anyway, I decline. As to the practical considerations I relied on my independent review and on the assessment of the ad hoc Committee. It unanimously concluded there was no meaningful net financial benefit in a Meadowood surcharge and so recommended. I do think City Council members are entitled to give weight to thoughtful recommendations of resident committees without being called out for "poor governance."

Now, in any discussion of the 2016 discontinuation of the Meadowood surcharge i don't want the public legal advice to be overlooked: *the City could not lawfully continue the surcharg*e. During my mayorship we followed outside legal advice, no matter how disagreeable and without concern for political cost. That, in my mind, is real leadership. I am proud I was part of it. I am sorry that the Grand Jury did not possess the understanding to see it that way.

3A. *The Town of* Yountville: I decline to respond on Yountville's differential water rates for outside-the-city customers. I just don't know enough about it. I do know from my extensive comments on a significant LAFCO study that commonalities among the five cities' water systems are not easily found. (Commonalities would facilitate formation of a common water district, arguably to the benefit of all. There has been no movement along these lines to my knowledge despite LAFCO's urging.)

3B. *Document request for City 2016 water policy:* We are now nearly six years past my mayorship, and you are requesting me to provide you with the City policy to which Public Works Director Steve Palmer was referring when, as remembered by you, he "said it was city policy that all water customers pay the same?" It should be no surprise to you that your document request is misdirected; you should file a Public Records Act request with the City Clerk, a process with which, as I understand it, you are familiar. Of course, if I had a document meeting your request II would send iit to you; I do not.) I would only add if Mr. Palmer made the statement as you allege prior to adoption of the 2016 rates, I speculate that it was in the context of the City's discontinuation of differential rates in 2011. Now, I know I should avoid speculation, but this does seem reasonable.

3C. *One Circulating Water System, Meadowood Included:* You state that I supported elimination of the Meadowood surcharge because I thought City some water went up the steep hill to the Meadowood tanks and back down and into a City water main -- one circulating system, as you put it your Friday letter. I certainly agree that water pumped up to the Meadowood tanks never returned to the City's system. That borders on the absurd. But if I made the improbable factual error that you describe, and you understood it was the essential to my thinking in discontinuing the Meadowood surcharge, then you should have come back at me, and suggested that I reconsider my position because I had misapprehended an essential fact. This is normal process in my experience. I certainly would have listened; careful listening to the concerns of residents was an essential aspect of my job as Mayor. I made no exception for you. You did not bring the matterdirectly up with me, as I think we can agree.

Now in 2016, as documented in my public comment on the Grand Jury Report (section B.5.e "Policy Considerations")), I took a holistic approach; we were all in this

together, and it was not fair to separate out costs among water customers. I have no second thoughts even today about the wisdom of my position. But in this discussion, I do not want to lose sight of the fact that practical and policy considerations were not relevant considering the convincing legal advice of the City's outside attorney (which also accorded with my own legal analysis, including the contractual roadblock of section 5 of the Meadowood Service Agreement)

3D. *Upper York Creek Dam Removal:* Contrary to your assertion, I was a strong proponent of the removal of York Creek Dam, and my public support for its removal was clear. As author of the 2010 Infrastructure Subcommittee Report, and with no discussion with any other Committee member, I made sure the Report contained a clear statement of the City's obligation to remove the Dam: "Significant Unit Steelhead (Oncorhynchus mykiss or CCC Steelhead), an endangered species, habitat above the dam. As stated by NOAA, the dam and spillway constitute 'take' structures under the Endangered Species Act and the City is liable for their removal." I included the scientific name of the endangered fish precisely because I wanted our community to understand the importance of the Dam's removal to this specific species affording them an opportunity to return to their historic breeding grounds above the Dam and breed. I wrote the water section of the General Plan Update. My recollection is that it contained strong language supporting removal of the Dam. I reiterated that removal of the Dam was a priority in urging the City Council to approve the 2011 58% rate increase (Public Comment on Grand Jury Report, section A. A fact of which you were unaware: I represented the Defenders of Wildlife in a lawsuit against the Department of Interior seeking to end a federal program that had brought the Black Footed Ferret to the edge of extinction. The Humane Society joined the lawsuit as a party-plaintiff. DOI ended the program. It was this experience that led me to make specific mention of the Endangered Species Act in the 2010 Subcommittee Report.

Let me provide some additional information: The great fisherman Bill Ryan took me bass fishing in Clear Lake in Lake County. Bill would not have invited me if I had not supported removal of the Dam. Also, the County Board of Supervisors made me a public member of The Groundwater Sustainability Plan Advisory Committee (2018-21). My appointment would not have happened if I had opposed removal of the Dam. Also, over the years I have publicly cautioned against large water takes from the City Stonebridge wells precisely because of my concern that the Napa River was being adversely impacted, to the detriment of fish migration.

As to my quip at a City Council meeting that it would be cheaper to pay the NOAA $70/day fine and earn the interest on the $7+ million than to pay the $7+ million to remove the Dam, here is something you do not know: my qup did not originate with me. It was

Rodney Friedrich. During my mayorship, I visited Mr. Friedrich several times to check on the latest on his Vineland Station Hotel Project. My interest was in the TOT revenue. He made the quip that I repeated at the Council meeting. You are the only person I know who did not take my comment as a quip. I am sorry that you were unique in not seeing it that way.

Certainly, removal of the Dam was a significant and good environmental achievement. It also put an end to a significant financial drain on the Water Enterprise that I knew had gone back to at least 2004 when the City spent $600,000 to remove the Diversion Channel and restore fish passage to Lower Reservoir.

With my responses to your Friday email now concluded, I have just one request of you: **did you communicate with the Grand Jury and provide it with your documents going back to 2011?** The St. Helena community is entitled to an answer to this question as it reads and assesses your continuing commentary on the Water Enterprise.

As you know, I was a trial lawyer with a major trial law firm. I handled cases with considerable success in jury and nonjury trials in federal and state courts around the country. I especially enjoyed closing arguments in jury trials. They provided an opportunity to pull together for an attentive lay audience the often-scattered trial evidence, and to argue reasonable inferences to be drawn from them. As I was preparing this response to your Friday letter, it occurred to me that it might be an interesting exercise twenty years since my last major trial to see whether I could bring together strands from the available public record that would support a jury inference that you were the significant confidential source behind the Napa County Civil Grand Jury's St. Helena Water Report.

I list below the evidence that I would cite in closing argument in a jury trial in support of the inference that you were the significant Grand Jury informant:

1. in a social media post this weekend, your statement that your St. Helena water rate records start with the 2011 rate increase. The Grand Jury Report starts with the 2011 rate increase. This is not a likely coincidence.

2. The Grand Jury's recommendation of rates beyond rates of general applicability. This has been your mantra year in and year out.

3. The Grand Jury's specific mention of Meadowood, the only water customer named in the Grand Report. You have been on a campaign for years to resurrect a Meadowood surcharge.

4. Your personal hostility toward Public Work's Director Steve Palmer. This stands out in your Friday email to me. The Grand Jury Report singles out St. Helena Public Works Directors for want of expertise.

5. Your praise on social media of the Grand Jury's Report shortly after its release -- "hit the nail on the head." I would suggest to the jury that you were praising the Grand Jury because it fell in line with your persistent public advocacy denigrating City governance (including me).

6. The Grand Jury's note of my "near recall." You were a principal participant behind the failed recall effort. The confidential informant was clearly hostile toward me. That hostility rises right up to the surface in your Friday email ("false public statement").

7. The Grand Jury's statement that Council members Sharon Crull and Greg Pitts "did not seek re-election" in 2016. The official record of the Napa County's Election Office, which would be in evidence before the jury, authoritatively shows that they ran for re-election and were defeated. The Grand Jury did not check the official record and instead relied on the informant's poor memory. I would argue that this was strong evidence in support of an inference.

8. I would make the same argument about my election loss in 2016. it was by 59 votes, not 44, showing that the Grand Jury did not consult the official Final Election Report on the County website. (Note: 2016 is currently the first election year on the Election Division's listing of past elections and about to roll off.)

9. I would also make the same argument about the Grand Jury's statement that the City Council "expelled" one of its members, when his seat was declared vacant by operation of California Government Code Section 365513 with no Council action. This characterization could have come only from an informant with significant hostility toward St. Helena. It points in your direction.

10. I would place before the jury whether you received my letter of July 29, 2019. The jury could draw the inference that you received the letter, given the outstanding reputation of the St. Helena Post Office (which I would prove through the Postmaster) but that you declined to provide it to the Grand Jury because not supportive of your differential and surcharge rate mantra. Indeed, I would argue that you denied receipt of the 2019 letter out of legitimate concern that it could surface that you were the confidential source and it could be regarded as potentially deceptive that you had withheld the letter from the document collection that you provided the Grand Jury. The jury would certainly debate whether your denial of receipt supported the inference that you were the informer. I doubt that jury would challenge the competence of the St. Helena Post Office.

11. I would make note of your social media statement, coming after you read my Public Comment on the Grand Jury Report, that the Grand Jury rate math makes no sense at all. As you hold yourself out on social media as a close observer of the City's Water Enterprise, I would note your failure of attribution of this discovery to me, in keeping with your desire to be the City resident out-in-front on City water matters. I would also add that in the same post you state that rates since 2011 have increased 600%. Yet, you made no mention of compounding effect of rate increases due to lack of analytical skill, which further corroborates the inference that I am asking the jury to make. (At trial, I would have called a qualified rate expert to provide the correct real dollar percentage increase after adjusting for inflation and no doubt several other relevant factors within a rate expert's expertise.

12. I would take advantage of the Grand Jury's statement that one of the capital projects delivered following the 2011 rate increase was "Pratt Avenue Transmission Bridge." There is no such structure, as I think we can agree. This much is clear: the 2011 Reed Report lists as a capital improvement project "Pratt Avenue Transmission Main" -- the visible pipeline hung on the south side of the Pratt Avenue Bridge. It is common knowledge that a "Main" is a pipeline. This is important because a predicate of the Grand Jury's opinion about poor governance is inattention to the water distribution system in the capital improvement listing in the 2011 rate study ("No Capital Improvement Projects were dedicated to the water distribution system.")

The question becomes how did it happen that "Main" was changed to "Bridge" on the Grand Jury's appendix listing of "Capital Projects Delivered" after the 2011 rate increase? This list consists of a compilation prepared either by the informant and given to the Grand Jury or compiled by the Grand Jury from information given to it by its informant. Given the Grand Jury's reliance on information supplied by the informant, I would suggest to the jury that you gave the Grand Jury the data for the compilation or the compilation itself, which the Grand Jury copied into its Report. The Grand Jury did not know that "Pratt Avenue Transmission Bridge" was an oxymoron (though it certainly should have so reflected) and, assuming it had a copy of the 2011 rate report, did not read the line entry in the capital improvement listing that said, "Pratt Avenue Transmission Main." I would argue that the error points in your direction because the error facilitated your pitch that the distribution system was being ignored since 2011, as confirmed by your social media post that the Grand Jury Report "hit the nail on the head."

13. I would also point out that the 2011 The Reed Report, the key report supportive of the 2011 rate increase, under Operations and Maintenance has an entry of roughly $500,000 annually over the study period devoted to the water distribution system. I

would note that you complained vociferously about a $1,000 *annual* "subsidy" to Meadowood in your Friday email, stressing that $500,000 is more than $1,000 per day, and a really big number for you, and that it could not have gone unnoticed by you who worries over a $1,000 annual Meadowood "subsidy." I would argue that you did not bring the $500,000 annual pipeline expenditure to the attention of the Grand Jury because, again, you were pushing the idea that the City did not pay attention to the water distribution system, consistently with your praise of the Grand Jury Report in social media that the Grand Jury "nailed it.".

Closing argument in civil jury trials is typically limited but I think even today I could cover thirteen points in an hour's time -- the frequently allowed time for closing argument in civil jury cases. Of course, you don't know how a jury is going to decide, but I let me say, I like my chances that the jury would draw the inference and find that you were the major source of Grand Jury's misinformation.

I look forward to your answer to the **bolded question** above.

Sincerely yours,

Alan Galbraith

St. Helena Mayor, 2014-18

Dated: July 31, 2026

EXECUTIVE SUMMARY

CITY OF ST. HELENA

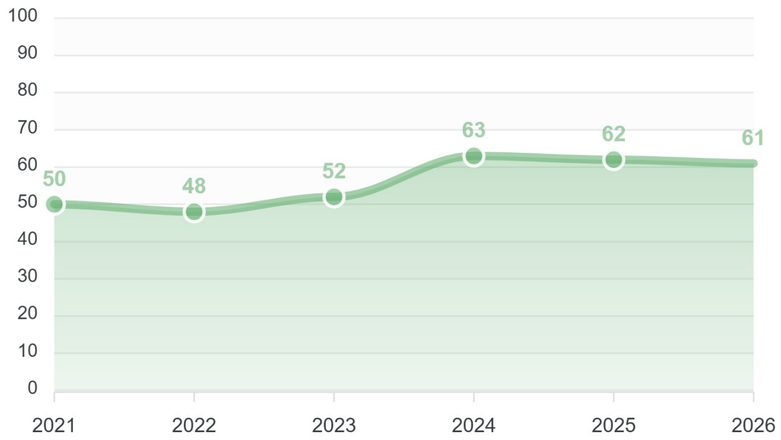
Powered by: StreetSaver®

PAVEMENT AREA	CENTERLINE MILES	LANE MILES	SECTIONS
0.15 Square Miles	24.83	50.45	221

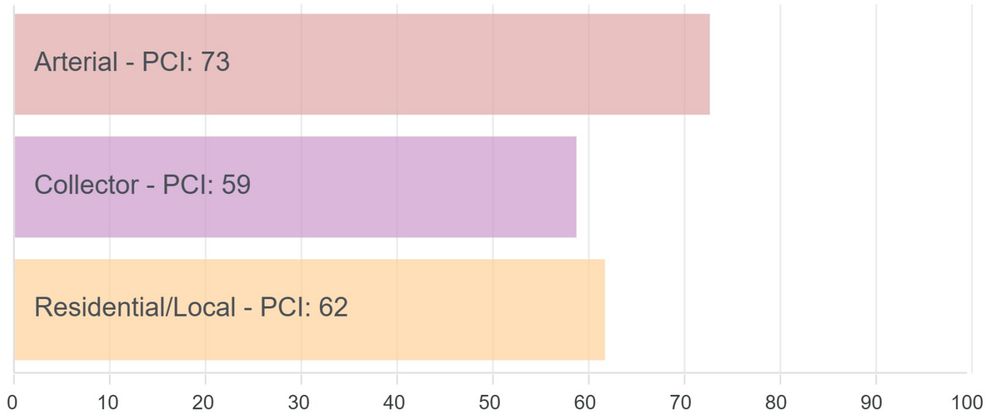
*PEER COMPARISON — AS OF: 6/30/2026

57	41%
Similar size agency PCI	Your percentile rank

HISTORICAL PAVEMENT CONDITION TRENDS AS OF 6/30/2026



PCI AS OF 6/30/2026 BY: FUNCTIONAL CLASS



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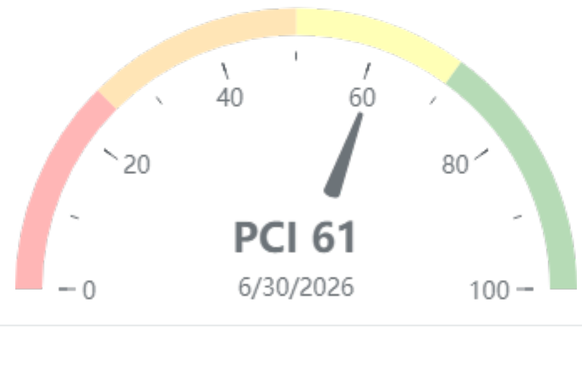
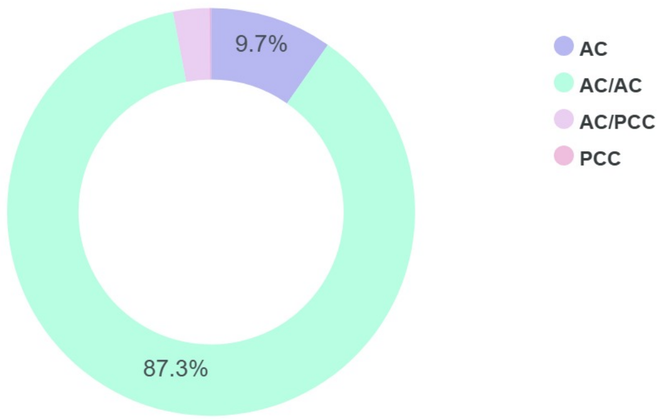
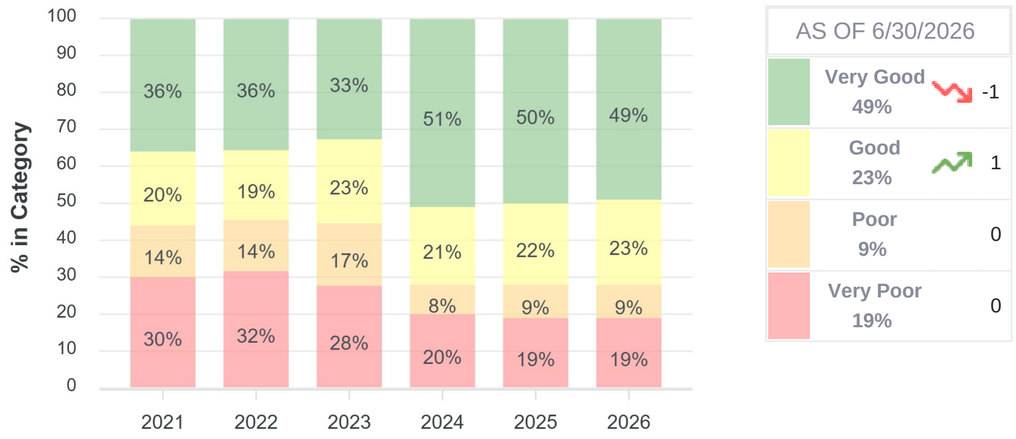


1 since 12/31/2025

PERCENT OF AREA BY: SURFACE TYPE



HISTORICAL NETWORK CONDITION TRENDS



AS OF 6/30/2026

Very Good 49%	↘	-1
Good 23%	↗	1
Poor 9%		0
Very Poor 19%		0

REMAINING SERVICE LIFE (YEARS)

No Change since 12/31/2025

*Based on the closest peers in your geographic location with a comparable number of Sections.

**For display purposes only, Current PCI graph shows Condition Category colors based on default PCI Breakpoint values of 70, 50 and 25.

Please Note: Historical PCI values are calculated as of 12/31 of the year shown.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Community Development Department - Planning Division

DATE:	July 28, 2026
FROM:	Jackie Oneal, Senior Planner
SUBJECT:	Adoption of a Resolution authorizing a new Professional Services Agreement with North Coast Community Planning for an amount not to exceed $97,300.
RECOMMENDED ACTION:	Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a new Professional Services Agreement with North Coast Community Planning for continued planning support services in an amount not to exceed $97,300.
PREVIOUS COUNCIL ACTION:	On October 26, 2023, the City entered into Professional Services Agreement FY2024-026 with North Coast Community Planning in the amount of $25,000 to provide contract planning services associated with the processing of development applications. On August 13, 2024, the City Council approved Amendment No. 1, increasing the agreement by $125,000 for a total not-to-exceed amount of $150,000. The amended agreement provided for consultant services through December 30, 2025, and expired on December 31, 2025.
STATEMENT OF THE PURPOSE:	To authorize a new Professional Services Agreement with North Coast Community Planning for continued planning and project coordination services associated with two complex development applications currently under City review.
FINANCIAL IMPACT:	The proposed Professional Services Agreement establishes a fully burdened hourly rate of $200 and a total contract amount not to exceed $97,300 for services provided through June 30, 2027. Of the proposed contract amount, approximately $25,300 represents previously authorized but unspent funding remaining when the prior agreement expired. The remaining $72,000

	represents additional contract authority based on the estimated cost of completing the ongoing work. Consultant costs will be charged to the applicant-funded deposit and reimbursement accounts associated with the assigned development applications. The applicants have provided funding estimates for the remaining work, and staff will monitor account balances and require additional deposits as necessary. No General Fund impact is anticipated.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:

North Coast Community Planning has provided contract planning support to the City since 2023. The consultant was initially retained to assist the Community Development Department with development applications requiring additional staff capacity. In 2024, the agreement was amended to support the processing of a major hotel application and other complex entitlement work.

The prior agreement expired on December 31, 2025. Two development applications previously assigned to North Coast Community Planning remain under review and require continued planning, coordination, environmental review, and public hearing support:

- **PL24-045, 1001 Adams Street, Castellucci Hotel & Residences Project:** Major Design Review, Demolition Permit, Conditional Use Permit, Tentative Subdivision Map, Planned Development, General Plan Amendment, and Development Agreement applications.

- **PL24-056, 1915 Main Street, Alila Napa Valley Hotel Expansion Project:** Design Review, Demolition Permit, and Conditional Use Permit Amendment applications.

Because the prior agreement has expired, a new agreement is required for North Coast Community Planning to provide further services associated with these applications. The proposed agreement would allow this work to continue under the scope of services described below.

DISCUSSION:

Under the proposed scope of services, North Coast Community Planning will continue to coordinate with City staff and project applicants; attend project meetings; assist with entitlement and environmental review activities; support the procurement and coordination of specialty consultants; facilitate interdepartmental review; assist with development agreement processing; and prepare materials for consideration by the Planning Commission and City Council.

North Coast Community Planning has existing knowledge of both applications, including their procedural history, outstanding review issues, and coordination needs. Continuing to use the consultant will maintain continuity in project management and avoid the additional time and expense that would be required to transfer the applications to another consultant or reassign the work entirely to existing staff. The proposed agreement would authorize services through June 30, 2027.

Consultant services will be performed on a time-and-materials basis, and separate invoices will be submitted for each project to allow the City to track costs against the applicable applicant-funded accounts. Staff will monitor expenditures and available account balances throughout the term of the agreement.

Approval of the proposed agreement will allow the City to maintain consistent project coordination and continue processing the applications through entitlement and environmental review. City staff will retain responsibility for interpreting City regulations, overseeing the consultant's work, and making staff recommendations.

ENVIRONMENTAL REVIEW:

The proposed action involves approval of a contract for planning consulting services. This action does not constitute a "project"under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it is an administrative and fiscal activity that will not result in a direct or reasonably foreseeable physical change in the environment.

GOAL:
Miscellaneous/Other

ATTACHMENTS:
1. Resolution Authorizing the Professional Services Agreement with North Coast Community Planning
2. Exhibit A – Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING A NEW PROFESSIONAL SERVICES AGREEMENT WITH NORTH COAST COMMUNITY PLANNING FOR CONTINUED PLANNING SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $97,300.

RECITALS

A. On October 26, 2023, the City entered into Professional Services Agreement FY2024-026 with North Coast Community Planning for contract planning services in an amount not to exceed $25,000; and

B. On August 13, 2024, the City Council authorized Amendment No. 1 to the agreement, increasing the contract amount by $125,000 for a total amount not to exceed $150,000 and extending consultant services through December 30, 2025; and

C. The prior agreement expired on December 31, 2025; and

D. North Coast Community Planning has provided ongoing planning and project coordination services associated with the following active development applications:

1. **PL24-045, 1001 Adams Street (Castellucci Hotel & Residences Project):** Major Design Review, Demolition Permit, Conditional Use Permit, Tentative Subdivision Map, Planned Development, General Plan Amendment, and Development Agreement applications; and

2. **PL24-056, 1915 Main Street (Alila Napa Valley Hotel Expansion Project):** Design Review, Demolition Permit, and Conditional Use Permit Amendment applications; and

E. Both applications require continued entitlement processing, environmental review coordination, interdepartmental coordination, applicant and consultant meetings, development agreement support, and preparation of public hearing materials; and

F. North Coast Community Planning has existing knowledge of the applications, their procedural histories, and outstanding review issues, and continued use of the consultant will maintain continuity in project processing; and

G. The City desires to enter into a new Professional Services Agreement with North Coast Community Planning for continued planning support services through June 30, 2027, at a fully burdened hourly rate of $200, for a total amount not to exceed $97,300; and

H. Of the proposed contract amount, approximately $25,300 represents funding remaining from the prior contract as of June 10, 2026, and the remaining $72,000 represents additional contract authority based on estimates for the anticipated ongoing work; and

I. Consultant costs will be charged to applicant-funded deposit and reimbursement accounts associated with the assigned development applications, and no General Fund impact is anticipated provided sufficient applicant funding is maintained; and

J. Approval of the Professional Services Agreement is not a “project” under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378 because it is an

administrative and fiscal activity that will not result in a direct or reasonably foreseeable physical change in the environment; and

K. Approval of the agreement does not constitute approval of either development application or determine the appropriate environmental review for either project.

RESOLUTION

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

1. The City Council hereby finds that approval of the Professional Services Agreement is not a project under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378 because it is an administrative and fiscal activity that will not result in a direct or reasonably foreseeable physical change in the environment.

2. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with North Coast Community Planning, substantially in the form attached hereto as Exhibit A, for continued planning support services associated with PL24-045 and PL24-056, for a term ending June 30, 2027, and in an amount not to exceed $97,300, subject to approval as to form by the City Attorney.

3. The City Manager is authorized to make minor, non-substantive modifications to the agreement that are consistent with the purpose of this Resolution and do not increase the total not-to-exceed amount.

4. Funding for the agreement will be provided through the applicable applicant-funded deposit and reimbursement accounts.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring: _____

Vice Mayor Deasy: _____

Council Member Barak: _____

Council Member Spadarotto: _____

Council Member Diaz: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Andrew Bradey, City Clerk

Attachments:

1. Exhibit A – Professional Services Agreement

CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
NORTH COAST COMMUNITY PLANNING

This Agreement is made and entered into as of July 28, 2026 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and North Coast Community Planning, a Sole Proprietorship with its principal place of business at 310 South Harold Street, Fort Bragg, CA 95437 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services related to the continued processing of the following development applications:

- PL24-045, 1001 Adams Street (Castellucci Hotel & Residences Project): Major Design Review, Demolition Permit, Conditional Use Permit, Tentative Subdivision Map, Planned Development, General Plan Amendment, and Development Agreement applications; and
- PL24-056, 1915 Main Street (Alila Napa Valley Hotel Expansion Project): Design Review, Demolition Permit, and Conditional Use Permit Amendment applications

(hereinafter referred to collectively as "the Project").

B. Consultant is duly licensed and/or has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay Consultant for services performed under this Agreement at a fully loaded rate of $200 per hour.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $97,300. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from July 28, 2026 to June 30, 2027, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement and Exhibit A, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of

such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign Linda Ruffing as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of St. Helena	North Coast Community Planning
1088 College Ave.	310 South Harold Street
St. Helena, CA 94574	Fort Bragg, CA 95437
Attn: City Manager	Attn: Linda Ruffing

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND NORTH COAST COMMUNTY PLANNING

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

CITY OF ST. HELENA

By: _____
James McCann
Interim City Manager

NORTH COAST COMMUNITY PLANNING

By: _____
Title: _____

Printed Name: Linda Ruffing

ATTEST:

By: _____

EXHIBIT A

Scope of Services

NORTH COAST COMMUNITY PLANNING

linda ruffing
707 272 2343 | linda@nccplanning.com
310 s harold street fort bragg ca 95437

PROPOSAL FOR PROFESSIONAL PLANNING SERVICES FOR THE CITY OF ST. HELENA, CALIFORNIA

1. North Coast Community Planning ("Consultant") will provide professional services as an independent contractor to the City of St. Helena, California ("City") to assist the Community Development Department with the continued processing of the following active development applications and related entitlements:

    - PL24-045 – 1001 Adams Street (Castellucci Hotel & Residences Project): Major Design Review, Demolition Permit, Conditional Use Permit, Tentative Subdivision Map, Planned Development, General Plan Amendment, and Development Agreement applications; and
    - PL24-056 – 1915 Main Street (Alila Napa Valley Hotel Expansion Project): Design Review, Demolition Permit, and Conditional Use Permit Amendment applications.

2. Services to be provided by Consultant in connection with the continued processing and coordination of assigned development applications include, but are not limited to, the following:
    - Coordinate with Community Development Department staff and project applicants, developers, consultants, and agencies regarding assigned projects;
    - Attend meetings with City staff, applicants, consultants, public agencies, and other stakeholders, as requested by the Community Development Director or designee;
    - Assist City staff with coordination of entitlement processing, environmental review, and development review activities for assigned projects, including general plan amendments, zoning amendments, and related land use applications;
    - Assist the City, as requested, with coordination and procurement support for specialty consultant services, including environmental review consultants;
    - Facilitate interdepartmental coordination meetings related to assigned projects and assist in identifying and resolving project-related issues;
    - Provide professional support related to development agreement review and processing, including coordination of draft documents and public hearing materials, as requested;
    - Prepare reports, resolutions, presentation materials, and related documents for review by City staff, and assist with presentations before the Planning Commission and City Council, as requested.

3. Consultant shall perform services as an independent contractor and not as an employee of the City. Consultant shall retain full control over the means and methods of performing the services requested by the City. The Community Development Director or designee shall serve primary point of contact to the Consultant for purposes of communicating project needs, providing access to City staff and records, and coordinating the flow of information between Consultant and the City. The parties may, by mutual written agreement, adjust the scope,

schedule, or priorities of services as project needs evolve.

4. Consultant shall not be responsible for the performance or quality of work by third parties, including City's staff, agents, or other contractors not retained or controlled by Consultant.

5. Consultant will submit invoices to City on a monthly basis requesting payment for services rendered in the prior month. Separate invoices will be submitted for each project. Invoices shall identify the project name, personnel performing the work, hours worked, hourly rates, reimbursable expenses, and a summary of services performed during the billing period.

6. Fees for services performed by Consultant will be billed at a fully loaded rate of *$200/hour*. Consultant will not charge for travel time, mileage expenses or incidental copying, postage, etc. Lodging and meals will be billed at the actual cost and receipts provided.

7. Consultant will maintain a City of St. Helena business license and comprehensive general liability, professional liability and automobile insurance, each with coverage of no less than $1 Million per occurrence and in the aggregate. Consultant is exempt from the requirement to maintain workers compensation insurance.

8. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the Parties at the following addresses:

    a. City of St. Helena Community Development Department
        1088 College Avenue
        St. Helena, CA 94574
        Attn: Leza Mikhail
        or lmikhail@cityofsthelena.gov

    b. North Coast Community Planning
        310 S. Harold Street
        Fort Bragg, CA 95437
        Attn: Linda Ruffing
        or linda@nccplanning.com

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Community Services Department - Parks and Recreation Division

DATE:	July 28, 2026
FROM:	Ashley Sylvester, Director of Community Services Department
SUBJECT:	Consideration and proposed adoption of a resolution (1) Approving temporary street closures; and (2) Authorizing possession of open alcoholic beverages on public streets and parking lots for the 2026 Sesquicentennial "Cheers to 150 Years" Celebration.
RECOMMENDED ACTION:	Staff recommends City Council review and adopts the attached resolution.
PREVIOUS COUNCIL ACTION:	City Council has adopted several resolutions of similar nature with the most recent taking place at the August 26, 2025 City Council meeting. Resolution No. 2025-103.
STATEMENT OF THE PURPOSE:	Staff is seeking City Council's approval to temporarily close several streets and allow the possession of alcoholic beverages on specific public streets to support the implementation of the Sesquicentennial "Cheers to 150 Years" Celebration.
FINANCIAL IMPACT:	All staff time and associated event costs will be funded from approved FY 26-27 departmental budgets as well as money fundraised at a previous Sesquicentennial Event.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:
The "Cheers to 150 Years" event has been developed by Sesquicentennial Committee members and city staff. The event will be implemented by the St. Helena Community Services Department and Public Works Department in coordination with the St. Helena Police Department and St. Helena Fire Department. Additionally, in partnership with various community-based organizations and local vendors. The event is most similarly related to the St. Helena Harvest Festival. The event is free to attend, and all community members and visitors are welcome.

DISCUSSION:
This year's annual Harvest Festival celebration is scheduled to take place on Saturday,

September 5, 2026. With City Council's approval of the proposed resolution, the event will include an all-day street fair, food and beverages, live music and other various community activities.

(1) Street Closures
In order to safely accommodate these activities, staff is requesting the following street closures:

- Adams Street, between Railroad Avenue and 899 Adams Street, from 11am –11:00pm
- Library Lane, the entirety of Library Lane, from 11:00am – 11:00pm

Staff will implement the following precautionary traffic control measures to ensure a safe event for attendees and limit the impact the proposed road closures have on the community:

- Electronic sign boards will be placed around the proposed street closures to notify the community in advance of the event.
- No parking signage will be placed within the proposed street closure area 72 hours in advance of the event.
- City staff will directly notify and provide details of potential impacts on the businesses and residents in the adjacent event area in advance of the event.
- City staff in the Fire, Parks & Recreation, Public Works, and Police Departments will be working the day of the event.
- City staff will supply, set-up, and remove traffic control items (signage, barricades, traffic cones, vehicle blockades) to limit any potentially dangerous vehicle/pedestrian interface.
- Event staff will abide by all conditions of the encroachment permit and traffic safety as stipulated by the Public Works and Police Departments.

(2) Open Alcohol Possession
Historically, local non-profit organizations have sold alcoholic beverages at similar events, including St. Helena Kiwanis Foundation, St. Helena Rotary Club, and St. Helena Oddfellows. Staff will once again work in partnership with local non-profits to provide the same service at this year's event. The organizations will be responsible for securing a permit from the Department of Alcoholic Beverage Control (ABC) and will meet all insurance and security requirements as stipulated by City staff, St. Helena Police Department, and ABC.

ENVIRONMENTAL REVIEW:
Staff will coordinate with the City's Environmental Service technician and ensure event activities and associated amenities are implemented in accordance with all applicable environmental management practices.

GOAL:
Goal 5: Enhance Quality of Life

ATTACHMENTS:

1. 2026 Sesquicentennial Cheers to 150 Year Celebration Resolution-AS v1

CITY OF ST. HELENA

RESOLUTION NO. 2026 -

RESOLUTION (1) APPROVING TEMPORARY STREET CLOSURES; AND (2) AUTHORIZING POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON PUBLIC STREETS FOR THE SESQUICENTENNIAL "CHEERS TO 150 YEARS" FESTIVITIES ON SEPTEMBER 5, 2026

WHEREAS, the City's Parks and Recreation Department, in partnership with community organizations, has hosted a number of community events throughout 2026, for the 150th Celebrations of St. Helena, known as the Sesquicentennial; and

WHEREAS, Temporary closure of City streets and lots within the event area will provide adequate space for "Cheers to 150 Years" activities to take place and create a safe environment for event attendees, staff, and vendors; and

WHEREAS, The St. Helena Recreation Department is requesting temporary closures of portions of Adams Street and Library Lane for the Sesquicentennial "Cheers to 150 Years" Celebration on September 5, 2026; and

WHEREAS, The St. Helena Municipal Code Section 9.04.010 authorizes the City Council to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot: and

WHEREAS, Parks and Recreation Department is requesting City Council allow possession of alcohol on specific public streets during the duration of the "Cheers to 150 Years" and will work in partnership with local non-profit organizations to sell beer and wine at the event; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Helena hereby approves the following:

1. Temporary closures of the following streets on September 5, 2026:

    - Adams Street, between Railroad Avenue and 899 Adams Street, from 11:00am – 11:00pm
    - Library Lane, entirety of Library Lane, from 11:00am – 11:00pm
    - Possession of open alcoholic beverages on public streets and parking lots encompassed by the "Cheers to 150 Years" event footprint on September 5, 2026.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring: ___
Vice Mayor Deasy: ___
Councilmember Barak: ___
Councilmember Spadarotto: ___
Councilmember Diaz: ___

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Andrew Bradley, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Administrative Services Department

DATE:	July 28, 2026
FROM:	Mandy Kellogg, Director of Administrative Services
SUBJECT:	Waiver of second reading and adoption of an ordinance, amending Chapter 3.04 of the Municipal Code Purchasing of Supplies, Equipment and Services, and Procedures for Public Works Projects to update the City Manager's signing authority to add a new section providing Authority to Adopt Implementing Regulations and Administrative Policies
RECOMMENDED ACTION:	Waiver of second reading and adoption of an Ordinance, amending Chapter of Purchasing Municipal Code of 3.04 the Supplies, Equipment and Services, and Procedures for Public City Works Projects to update the Manager's signing authority and add a new section providing Authority to Adopt Implementing Regulations and Administrative Policies.
PREVIOUS COUNCIL ACTION:	Purchasing Authority was last updated on November 24, 2015. On December 9, 2025, the City Council approved the first reading of the ordinance amendment.
STATEMENT OF THE PURPOSE:	Streamline purchasing process in response to previous City Council direction.
FINANCIAL IMPACT:	None.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:

St. Helena Municipal Code (SHMC) Chapter 3.04 Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects establishes the City's purchasing system, including bid procedures and contract award thresholds, which may be updated periodically based on inflation or recommendation to ensure the purchasing process remains efficient. Section 3.04 as it relates to the purchasing authority was last updated in 2015, when the City council increased administrative approval authority for purchases of supplies, equipment, and services from $10,000 to $25,000. The 2015 update made the City's procurement process more efficient by decreasing the time and costs associated with small dollar purchases and enabled the City Council to focus on policymaking.

DISCUSSION:

In the 10 years since SHMC Section 3.04 was updated, the costs of all goods and services have risen significantly. This has increased the number of contracts and purchases that require City Council action. Higher inflation since the pandemic has dramatically eroded purchasing power, requiring limited staff resources to be spent on preparing agenda reports for minor purchases that previously could have been approved administratively.

The City recently conducted a survey of neighboring agencies within Napa and Sonoma Counties to assess City Manager's purchasing authority levels. The table below provides a comparative summary of the survey results.

Agency	Purchasing Authority
Napa County	
American Canyon	100,000
Calistoga	30,000
Napa	125,000
St. Helena	*25,000*
Yountville	45,000
Sonoma County	
Bodega	50,000
Cloverdale	50,000
Cotati	25,000
Geyserville	50,000
Guerneville	50,000
Healdsburg	50,000
Rohnert Park	100,000
Santa Rosa	100,000
Sebastopol	50,000
Sonoma	25,000
Windsor	50,000
Marin County	
Belvedere	75,000
Corte Madera	75,000
Fairfax	200,000
Larkspur	60,000
Novato	50,000
San Anselmo	50,000
San Rafael	50,000
Sausalito	75,000
Tiburon	60,000
Solano County	
Benicia	100,000

Vallejo	100,000
Fairfield	100,000
Dixon	25,000
Vacaville	100,000

As the data above shows, only 2 other cities out of the 30 listed above have a signing authority of $25,000 or less and the average authority is $68,000. In addition to surveying other cities, the recommendation to update the City Manager's administrative purchasing authority is based on several factors:

- The previous City Council had requested staff to bring back an item to City Council to increase certain purchasing thresholds to improve operational efficiencies.
- Inflationary Adjustments. The Consumer Price Index (CPI) is the most widely recognized measure of inflation. Between 2015 and 2025, the Bay Area CPA (as published by the U.S. Bureau of Labor Statistics for the San Francisco-Oakland-Hayward region) increased by approximately 37 percent, meaning that a $25,000 purchase in 2015 is now equivalent to $34,250 in 2025.
- Growth in the City's budget. In FY2015, the General Fund operating budget was $9.4 million. In FY 2025-26, it has increased 139% to 22.2 million. In FY2015, $25,000 represented 0.27 percent of the General Fund operations budget. In 2025, $25,000 represents 0.11 percent of the General Fund operating budget, while $60,000 represents 0.27 percent of the General Fund operating budget.
- The volume of contracts that require City Council consideration. The City Council has considered 42 contracts and purchases in FY2025. 16 (38%) were less than $60,000 and 22 (52%) were more than $60,000. 100% of these purchases were approved by the City Council.
- The recommended administrative approval threshold updated would free up approximately 128 hours of staff time a year.

The recommended amount is also consistent with the limit established in St. Helena Municipal Code Section 3.04.020 regarding uniform construction contracts.

Additionally, it is common for departments to bring notable matters to the City Council for consideration even when the contract/purchase is below the established signing authority and that practice will continue with the recommended update.

Below is a summary of the recommended updates.

1. The threshold for administrative approval for agreements is set at $60,000.
2. The 60,000 is updated every five years based on CPI and rounded to the nearest $5,000.

No other changes are recommended to the purchasing system or policies, and all other requirements of Chapter 3.04 remain in effect. This action will rescind the Council's March 11,

2025 adjustment to the City Manager's signing authority (which had temporarily lowered the signing authority to $10,000) and establish a new authorization level.

Streamlining the approval process for lower-value contracts will enhance operational efficiency by reducing administrative tasks and allowing staff to direct time and attention on delivering services and projects. There is no direct budget impact associated with this recommendation.

ENVIRONMENTAL REVIEW:
None

GOAL:
Goal 1: Strengthen Financial Sustainability
Goal 7: Enhance Organizational Effectiveness

ATTACHMENTS:
1. St. Helena Municipal Code Chapter 3.04 Purchasing (Redline)
2. St. Helena Municipal Code Chapter 3.04-c1

Chapter 3.04
PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES, AND PROCEDURES FOR PUBLIC WORKS PROJECTS

Sections:

Article 1.
Generally

3.04.010 Purpose—Objectives—Scope—Responsibilities.
3.04.020 Definitions.
3.04.030 Staging prohibited.
3.04.040 Appeals.

Article 2.
Supplies, General Services and Equipment

3.04.050 Purchasing officer—Powers and duties.
3.04.055 Standards of conduct pertaining to procurement.
3.04.060 Requisitions.
3.04.070 Purchase orders.
3.04.080 Contracts.
3.04.090 Encumbrance of funds.
3.04.100 Bidding procedures for various purchase amounts.
3.04.110 Departmental purchases.
3.04.120 Informal bid procedure.
3.04.130 Formal bid procedure.
3.04.140 Special equipment/supplies, sole source purchases, and bid exceptions.
3.04.150 Cooperative purchasing with other agencies.
3.04.160 Recycled supply products specification.
3.04.170 Emergencies.
3.04.175 Declared emergencies.
3.04.180 Surplus supplies and equipment.
3.04.190 Inspection and tests.

Article 3.
Public Works Projects

3.04.200 Uniform construction cost accounting procedures.
3.04.210 Bidding procedures for various project amounts.
3.04.220 Negotiate contract or purchase order procedures.
3.04.230 Informal bidding procedures.
3.04.240 Formal bidding procedures.
3.04.250 Bonds.
3.04.260 No bids received.
3.04.270 Tie bids.
3.04.280 Rejection of bids.
3.04.290 Emergencies.
3.04.300 Prevailing wages required.
3.04.310 Pre-qualification of bidders.

Article 4.
Professional Services

3.04.320 Award of professional service contracts based upon competence.
3.04.330 Request for proposal/qualification.
3.04.340 Contracting authority.

Article 1. Generally

3.04.010 Purpose—Objectives—Scope—Responsibilities.

The purpose of this chapter is to establish an efficient procedure for the purchase of supplies, equipment, and services, and to establish a procedure for performing or contracting for the construction of public works consistent with state law. These procedures are intended to allow the city to obtain the best professional services, to acquire quality supplies, general services and equipment, to construct public works at the lowest possible cost commensurate with quality needed, and to exercise positive financial control over purchases and also to define

authority for the purchasing function. These procedures apply to all city employees. These procedures apply to all purchases of supplies, equipment and services, including purchases made online or over the phone. Employees are responsible for reading and understanding the requirements of this chapter. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.90.010)

3.04.020 Definitions.

As used in this chapter:

"Bidder's list" means a list of responsible prospective vendors capable of providing the items being bid upon.

"Contract" means an agreement, regardless of how titled, for the procurement of supplies, equipment or services, including without limitation a verbal or written agreement between the city and a contractor, the city and a service provider, and/or the city and a vendor.

"Emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

"Equipment" means furnishings, machinery, vehicles, rolling stock, and other personal property used in the city's business.

"General services" are services such as janitorial, uniform cleaning, maintenance work and other services which do not require any unique skill, special background, or training. Obtaining such services at the lowest cost is the single most important factor in selection, as opposed to personal performance.

"Maintenance work" means:

1. Routine, recurring, and usual work for the cleaning, preservation or protection of any publicly owned or publicly operated facility for its intended purposes;

2. Minor repainting;

3. Resurfacing of streets and highways at less than one inch;

4. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems;

5. Work performed to keep, operate, and maintain publicly owned water or waste disposal systems including, but not limited to, dams and reservoirs.

"Professional or special services" means any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, planner, consultant or those services such as computer services, and other services which require special performance criteria, specific experience, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the city.

"Public work" means a type of public construction project subject to the regulation of the California Public Contract Code, such as:

1. The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the city;

2. Furnishing supplies for any of the above works or projects;

3. Public work does not include "maintenance work" as defined in this chapter.

"Purchase" includes the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.

"Purchase order" is a written contract for equipment, supplies, or services with a specified consultant, contractor, or vendor and is initiated by a purchase order requisition. A purchase order submitted by an authorized person becomes a legally binding contract. It can stand alone or include attachments for clarification purposes. A purchase order encumbers the specified amounts to provide specified equipment, supplies, services, and/or fixed assets. Regular purchasers may be paid through a one-time payment of an amount up to the purchase order amount at the conclusion of performance (delivery of supplies, services, etc.), and/or incremental (progress) payments as provided in the contract for each time items are purchased.

"Purchasing officer" means the finance director or their designated representative.

"Requisition" is a request to authorize the acquisition of equipment, supplies or services from a specified consultant, contractor, or vendor.

"Services" means the furnishing of labor, time or effort to perform or complete a designated task.

"Special equipment/supplies" means unique supplies, machinery, computers, or other equipment which are not generally and regularly ordered in bulk by the city and which must perform complex tasks, or integrate efficiently with existing equipment or supplies.

"Supplies" means office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the city's business, excepting supplies for a public work which is regulated under Section 3.04.210.

"Uniform construction cost accounting procedures" means those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to California Public Contract Code Section 22030 et seq. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.90.020)

3.04.030 Staging prohibited.

Purchases and public works contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this chapter. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.90.030)

3.04.040 Appeals.

Any dispute, contention, or disagreement relative to interpretation, application or enforcement of this chapter shall be submitted to the city council for determination in accordance with the appeal provisions of Chapter 1.16. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.90.040)

Article 2. Supplies, General Services and Equipment

3.04.050 Purchasing officer—Powers and duties.

The duties of the purchasing officer may be combined with those duties of any other officer or position in the city. The purchasing officer shall have the authority to:

A. Purchase needed city supplies, general services, equipment and special equipment/supplies which are not included within the construction contract or proposed specifications for a construction contract of a public work being administered by any other city department;

B. Investigate, keep knowledgeable about, negotiate, and recommend on the execution of contracts or the purchasing of supplies, general services, and equipment pursuant to the procedures of this chapter and such administrative rules and regulations as prescribed by the city;

C. Keep informed of current developments concerning purchasing, prices, market conditions, and new products;

D. Prescribe and maintain such forms as necessary for the proper operation of this purchasing system;

E. Supervise the inspection of all supplies, general services, and equipment purchased under this chapter in order to assure conformance with city specifications;

F. Supervise the transfer of surplus and unused supplies and equipment or sale or disposal of such;

G. Maintain up-to-date bidder's list, vendors' catalogs, files and such other records as needed to perform these duties;

H. Ensure that purchasing specifications are open and nonrestrictive to encourage full competition; and

I. Perform such other tasks as may be necessary for the proper conduct of purchasing of supplies, general services, and equipment. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.010)

3.04.050.1 Authority to Adopt Implementing Regulations and Administrative Policies.

Notwithstanding the provisions set forth in Chapter 3.04, the City Council reserves the right to adopt implementing regulations and administrative policies for the procurement of equipment, supplies, and public works while concurrently aligning such activities with the City's General Plan and City Council Goals.

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3.04.055 Standards of conduct pertaining to procurement.

No employee, officer, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. All city employees and persons in city service are required to adhere to applicable local, state, and federal conflict of interest requirements and prohibitions, including but not limited to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code, and Title 2 CFR Section 200.318(c)(1), General procurement standards.

A. *Reporting of Improper Activities.* The city has a responsibility to conduct its affairs ethically and in compliance with the law. City employees and persons in city service are expected and encouraged to promptly raise questions and concerns regarding possible violations of city policy or local, state, or federal law.

B. *Enforcement.* In addition to any other penalty as provided by law, any employee found to be in violation of the code of ethics shall be subjected to appropriate disciplinary action up to and including employment termination. (Ord. 22-7 § 1 (Exh. A))

3.04.060 Requisitions.

Except as authorized under Section 3.04.100(A), any department requesting supplies, general services, equipment, or special equipment/supplies shall submit to the immediate supervisor a

requisition on the purchasing officer's approved form prior to initiating any procurement. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.020)

3.04.070 Purchase orders.

Except for departmental purchases as authorized in Section 3.04.100(A), purchases of supplies, general services, most special equipment/supplies and general equipment not covered within a construction contract or public works specification may be made only by purchase orders issued by the purchasing officer and any other contractual document they determine is necessary. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.030)

3.04.080 Contracts.

The purchasing officer does not have the authority to sign contracts, nor to bind the city contractually. Contracts may only be entered into by the city manager. Subject to Section 3.04.340 contracts may only be entered into by the city manager; contracts in excess of city manager authority require city council approval, without which such contract is not valid. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.040)

3.04.090 Encumbrance of funds.

Except in case of an emergency or where specific authority is first obtained from the city council or the city manager, the purchasing officer shall not issue any purchase order for purchasing of supplies, general services or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.050)

3.04.100 Bidding procedures for various purchase amounts.

Except as authorized in Sections 3.04.140 and 3.04.150, or in the case of emergencies as described in Sections 3.04.170 and 3.04.175, the purchase of supplies, general services, equipment and special equipment/supplies not included in a construction contract or bid specification for a public work, shall be made as follows:

A. A purchase of five thousand dollars ($5,000.00) or less may be made by departmental purchase in accordance with Section 3.04.110.

B. A purchase greater than five thousand dollars ($5,000.00) to sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00) may be made by an informal bid procedure in accordance with Section 3.04.120.

C. A purchase of more than sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00) shall be made by formal bid procedure in accordance with Section 3.04.130. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.060)

3.04.110 Departmental purchases.

A department may, independently of the purchase officer, purchase specified and limited supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work, as follows:

A. Purchases of five thousand dollars ($5,000.00) or less: requestor receives a verbal/written approval from supervisor, department keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items. All purchases shall be made with funds in an unencumbered appropriation. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.070)

3.04.120 Informal bid procedure.

The purchase of supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with the estimated value greater than five thousand dollars ($5,000.00), but not exceeding sixty~~twenty-five~~

thousand dollars ($6025,000.00), shall be made by a purchase order as required by this chapter. Said purchases, subject to the department head's discretion, based upon a small amount, or urgent need and timeliness, may be let without the formal bidding procedures described in Section 3.04.130. In such case, the following procedures shall be followed:

A. *Solicitation of Bids.* If it is determined that the request is of a sufficient size and time allows, the purchasing officer or designee, before issuing the purchase order to a specific contractor/vendor, shall: for purchases greater than five thousand dollars ($5,000.00) to sixtytwenty-five thousand dollars ($6025,000.00), obtain at least three written bids or price quotes. The purchasing officer or designee may negotiate to obtain the lowest possible contract amount from any vendor contacted who can provide supplies, general service, or equipment within the time constraints of the department's request. The purchasing officer or designee may solicit or determine bids of prospective vendors by written request, telephone, or may base award recommendations upon current catalogs or advertisements.

B. *Local Preference.* Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.

C. *Maintenance of Records.* After placing the order, a written record of the contract, bids, quotes or advertisements used or received shall be open public records and maintained by the purchasing officer or the department for a period of two years.

D. *Award.* The purchasing officer or designee shall award the contract to the lowest responsive and responsible bidder, vendor or offeror whose quote, bid, or proposal fulfills the purpose intended, provided the amount is within the unencumbered appropriation for that item, or reject such bids or proposals, or negotiate further for terms more favorable to the city. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.080)

3.04.130 Formal bid procedure.

For supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with an estimated value in excess of sixtytwenty-five thousand dollars ($6025,000.00), purchases shall be made in accordance with the following formal written bid procedures:

A. *Published Notices.* A notice inviting bids shall be published at least ten (10) calendar days before the date of the opening of bids. The notice shall be published at least once in a newspaper of general circulation printed and published in the city, and also in appropriate trade publications, if any, circulated within the general area. Such other notice as the purchasing officer or designee deems appropriate shall be made.

B. *Notices Inviting Bids.* Notices inviting bids shall include a general description of the goods, articles, services or equipment to be purchased, any required bidder's security or performance bonds, state where bid blanks and specifications may be secured and the time and place for the opening of bids.

C. *Bidder's List.* The purchasing officer or designee shall maintain a list of responsible bidders for various categories of supplies, equipment, and general services. A solicitation for a bid shall be sent to all responsible prospective contractors or suppliers whose names are on the bidder's list for the category of equipment, supplies or general services subject to the bid request.

D. *Bidder's Security/Failure to Sign Contract.* If the city requires a bidder's bond or other form of security, the bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten percent (10%) of the bid amount. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the council may award the contract to the next lowest responsive, responsible bidder.

E. *Bid Opening Procedure.* Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by city staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening.

F. *Local Preference.* Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.

G. *Bid Evaluation Procedures.* All bids and bidders shall be analyzed by purchasing officer or designee and the responsible department for bidder's qualifications and compliance with bid specifications. The purchasing officer or designee shall prepare a recommendation to the department for award or rejection; the department shall then prepare a recommendation for award or rejection to the city council.

H. *Rejection of Bids.* In its discretion, the city council may reject all bids and readvertise. If no bids are received, the city council may proceed with the procurement without further complying with this chapter using whatever method it deems appropriate, such as rebid, abandon acquisition, or negotiate a contract.

I. *Award of Contracts.* Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to criteria designated in the solicitation, provided the award amount is within the unencumbered appropriation for that item. The city council may waive any minor bid irregularities.

J. *Tie Bids.* If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the council may accept either bid or accept the lowest bid made by negotiation with the tied bidders.

K. *Performance Bonds.* The city may require a performance bond in such amount as it shall find reasonably necessary to protect the public interest. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.090)

3.04.140 Special equipment/supplies, sole source purchases, and bid exceptions.

A. *Special Equipment/Supplies.* In purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the purchasing officer or department head may:

1. Limit bidding to a specific product type, or a brand name product; or

2. Utilize a request for proposal approach where warranties, servicing obligations, and product performance will be evaluated in addition to the price of the product, and the award of the contract is made by the council to the proposer it deems is in the best public interest.

B. *Sole Source Purchases.* Commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section 3.04.100 and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate department head and forwarded to the purchasing officer. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract or purchase order greater than sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00).

C. *Bid Exceptions.* The competitive bid process is not applicable to certain purchases. The following are exempt from bid processes of this chapter:

1. Departmental purchases, as defined in Section 3.04.110;
2. Subscriptions;
3. Trade circulars or books;
4. Newspaper advertisements and notices;
5. Utility payments;
6. Land. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.100)

3.04.150 Cooperative purchasing with other agencies.

The bidding requirements of Section 3.04.100 shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. If it is determined to be in the best interest of the city, the

purchasing officer is authorized to "piggy-back" onto or join into an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared by and awarded by another public, local, state or federal government agency. However, the city council's approval shall be required prior to and for the joining of a "piggy-back" purchase or cooperative purchase for a purchase greater than sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00). (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.110)

3.04.160 Recycled supply products specification.

If in procuring supplies a recycled product can achieve the necessary city performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products made with recycled materials be bid. If the department head determines that: (A) a recycled product lacks performance capabilities or needed quality levels; or (B) a sufficient amount of such recycled or reusable product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to nonrecycled or virgin materials. When recycled products are required, reasonable efforts shall be made to label the products as containing recycled materials. As used in this section, "recycled products" does not mean used products, but is limited to new products made with materials which have been recycled. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.120)

3.04.170 Emergencies.

Bidding procedures may be dispensed with in the case of an emergency. The city council delegates to the city manager the authority to declare a public emergency and enter into contracts for any purchase in accordance with Section 3.04.175. The city manager's authority is subject to confirmation by the city council at its next meeting for any purchase in excess of sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00). (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.130)

3.04.175 Declared emergencies.

A. *Purpose.* This section modifies the city's normal purchasing practices only during a proclaimed emergency. With this revised policy, the city is able to acquire goods and services required to address an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property while maintaining an effective purchasing policy.

B. *Definitions.* For the purposes of this section, the following definitions are applicable:

A "proclaimed disaster" or "emergency" exists if (1) the Governor has declared a state of emergency for an area which includes the geographic territory of the city, or (2) the city manager or their designee has declared an emergency in the city.

"Exigent circumstances" are situations in which (1) a disaster or emergency has been proclaimed, and (2) the public exigency for goods and services required to address an immediate threat to life, public health or safety, or improved public and private property will not permit competitive solicitation.

C. *Delegation of Purchasing Authority in Exigent Circumstances.* If the city manager or their designee determines that goods and services must be procured before the city council is to assemble and approve purchases, the city manager or their designee has the authority, subject to the limitations set forth below, to approve the immediate rental and/or purchase of any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health or safety, or improved public and private property.

1. *Limits of Single Purchase Authority.* The city manager or their designee shall have the authority to make individual purchases up to one hundred thousand dollars ($100,000.00) on their signature alone. The city manager or their designee shall have the authority to make purchases in excess of one hundred thousand dollars ($100,000.00) up to a maximum of five hundred thousand dollars ($500,000.00) when countersigned by the mayor or, in the mayor's absence, countersigned by another council member.

2. *Limits of Aggregate Purchase Authority.* The city manager or their designee shall have the authority to make aggregate purchases up to one million five hundred thousand dollars ($1,500,000.00) on their signature alone per disaster declaration. The city manager or their designee shall have the authority to make aggregate purchases in excess of one million five

hundred thousand dollars ($1,500,000.00) and up to a maximum of two million five hundred thousand dollars ($2,500,000.00) per disaster declaration when countersigned by the mayor or, in the mayor's absence, countersigned by another council member.

a. *Sub-delegation to the Emergency Operations Center (EOC) Director.* The EOC director shall be a designee of the city manager at any time that the city manager is not available to approve purchases as allowed in this section.

b. *Sub-delegation of Purchasing Authority to Department Heads.* If neither the city manager or their designee nor the EOC director is available, then any city department head has the authority to rent or purchase from the nearest source, any equipment, supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of fifty thousand dollars ($50,000.00).

c. *Sub-delegation of Purchasing Authority to Mid-Managers.* If neither the city manager or their designee, EOC director, or any department head is not available, then any employee classified as a mid-manager has the authority to rent or purchase from the nearest source any equipment, supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of twenty-five thousand dollars ($25,000.00).

D. *Administrative Procedures and Reporting Requirements.*

1. As soon as possible after purchases are made under subsection C of this section, the city manager or their designee, EOC director, department head or midmanager shall submit to the finance director or designee a purchase order requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.

2. The finance director will inform the city manager or their designee and the city council of any individual purchase under this section with a contract amount greater than sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00), and also whenever the aggregate of purchases under this section is greater than two hundred fifty thousand dollars ($250,000.00).

3. The finance director will obtain the city manager's or their designee's (or EOC director as the city manager's designee) approval prior to any purchase by a department head if the amount is twenty-five thousand dollars ($25,000.00) or more.

4. If the city manager or their designee and the EOC director are unavailable, and the delay in getting their signature would imperil life, public health or safety, or improved public or private property, then any department head (except the requestor) may approve the emergency purchase of fifty thousand dollars ($50,000.00) or more.

5. The finance director or designee shall have the authority to approve all disaster-related purchases under fifty thousand dollars ($50,000.00).

6. The finance director or designee will expedite the verification of funds available and complete the preparation of the purchase order.

E. *Procurement Procedures in Exigent Circumstances.* Upon receipt of the requisitions under subsection D of this section, the finance director or designee shall prepare purchase orders for emergency equipment, supplies, services or other items in accordance with the requirements of this section.

1. *Exempt Purchases.* Purchases of two hundred fifty thousand dollars ($250,000.00) or less shall not be required to be formally bid. Purchases greater than two hundred fifty thousand dollars ($250,000.00) may be made following the procedures specified in this section. The signature(s) of the city manager or their designee, finance director, or department head are still required as provided in subsections C and D of this section.

2. *Justification of "Sole Source" or "No Bid" Contracts.* Where exigent circumstances require immediate procurement from the nearest available source, the finance director or designee shall justify the emergency sole source purchase or no bid purchase on the purchase order.

a. Procurement should be limited to that portion of the work that must be performed immediately, and subsequent procurement by competitive proposal for the remainder of the work under the city's normal purchasing policy (this chapter).

b. "Sole source" or "no bid" acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures; procurement of scarce commodities, goods, or services; or acquisition or rental of emergency equipment,

emergency consulting services, emergency road clearance, or other emergency requirements.

3. *Provision for Alternate Bid Solicitation Procedures.* The city's normal requirements for quotes, sealed bids, or local preference shall not apply to this section (Declared emergencies). However, the finance director or designee shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of written and/or sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

4. *Posting Locations for Requests for Proposals or Solicitations of Bids.* The finance director or designee may waive normal requirements for public posting of requests for proposals or solicitation of bids for the procurement of emergency equipment, goods or services. Notices soliciting bids or requests for proposals shall be posted, at minimum, at the emergency operations center or the alternate emergency operations center, if the primary emergency operations center is not being used.

5. *Length of Time for Posting Requests for Proposals or Solicitation of Bids.* The finance director or designee shall determine the posting period. The finance director or designee will make reasonable efforts to ensure that multiple suppliers are able to place a bid during the shortened time period.

F. *Notification and Ratification.*

1. *Posting of Contract Awards.* All contracts awarded that exceed sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00) shall be presented to the city council for ratification and thereafter shall be publicly posted within sixty (60) days of the award.

2. *Authority to Cancel Emergency Procurements.* The city manager has the absolute authority to rescind a contract for nonperformance within twenty-four (24) hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or nonperformance presents an immediate threat to life, public health or safety, or improved public or private property.

3. *Notification Requirement for Emergency Services.* For any purchase in excess of sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00), the city manager shall report all such purchases to the city council within thirty (30) days of the onset of the disaster.

4. *Requirement for Separate Invoicing.* All purchases or rentals made during the proclaimed emergency or disaster conditions shall require separate invoicing from routine (nondisaster) purchases. All invoices must state the goods, services, or equipment provided and must specify the location where the goods or services were delivered.

5. *Limitations of Declared Emergencies Purchasing Policy.* Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health or safety, or improved public or private property as outlined in this section shall follow the city's regular purchasing provisions. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 16-5 § 1 (Exh. A))

3.04.180 Surplus supplies and equipment.

All departments shall submit to the purchasing officer, at such times and in such forms as they may prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer may direct that the designated supplies or equipment be:

A. Transferred to another city department or agency;

B. Exchanged or traded in on new supplies and equipment; or

C. Disposed of in some other suitable manner, which may include sale at auction or deposit at a landfill. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.140)

3.04.190 Inspection and tests.

The purchasing officer or designee or department requesting the item shall inspect all deliveries of supplies and equipment to assure conformance with the contract or order specifications. The purchasing officer or designee, at their discretion, may require such reasonable chemical and physical tests of samples of supplies and equipment as they deem necessary to determine the quality in conformance with those specifications. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.91.150)

Article 3. Public Works Projects

3.04.200 Uniform construction cost accounting procedures.

The city council has elected to become subject to the Uniform Public Construction Cost Accounting Act and procedures as established by the California Uniform Construction Cost Accounting Commission in California Public Contract Code Section 22000 et seq. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.010)

3.04.210 Bidding procedures for various project amounts.

A. A public work project of sixty thousand dollars ($60,000.00) or less may be performed by city force account, by negotiated contract, or by purchase order in accordance with Section 3.04.220.

B. A public work project greater than sixty thousand dollars ($60,000.00) and less than or equal to two hundred thousand dollars ($200,000.00) may be let to contract by informal bid procedures in accordance with Section 3.04.230.

C. A public work project of more than two hundred thousand dollars ($200,000.00) shall, except as otherwise provided in this chapter, be let to contract by formal bidding procedure in accordance with Section 3.04.240.

The described project cost limits of subsections A through C of this section shall be increased automatically as authorized pursuant to the adjustments made by the California Uniform Construction Cost Accounting Commission under California Public Contract Code Section 22034. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.020)

3.04.220 Negotiate contract or purchase order procedures.

For those projects qualifying under Section 3.04.210(A), the applicable department head shall obtain a cost estimate from the project engineer or architect prior to issuing a purchase order

or negotiating a contract with a responsible contractor. For any city force account work, the department head shall first comply with the guidelines established by the California Uniform Construction Cost Accounting Commission in determining the cost of the public work. The city manager shall have the authority to award and to execute any contract for the public work qualifying under Section 3.04.210(A). (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.030)

3.04.230 Informal bidding procedures.

For those projects which qualify under Section 3.04.210(B) for informal bidding, the following procedures shall be used:

A. *Bidder's List.* The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with the Uniform Public Construction Cost Accounting Act rules.

B. *Notice.* The city clerk shall prepare a notice inviting bids.

1. *Contents of Notice.* The notice inviting bids shall include a general description of the services and/or articles to be purchased, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance and/or warranty bond will be required.

2. *Mailing of Notice.* Unless the product or service is proprietary, all contractors on the city's list for the category of work being bid shall be mailed a notice inviting informal bids, or an announcement/advertisement shall be placed in all construction trade journals, or both such mailing and advertising. The trade journals shall be those identified by the California Uniform Construction Cost Accounting Commission as appropriate for this area, in accordance with California Public Contract Code Section 22036.

3. *Ten (10) Day Notice.* Notices inviting informal bids shall be posted at the city hall and mailed at least ten (10) calendar days before the due date of submission of bids to all firms or suppliers on the bidder's list for the category of work being bid and to such other vendors as the public works director deems appropriate.

4. *Proprietary Products or Services.* If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting bids may be sent exclusively to such contractor or contractors.

C. *Award.* The city council shall award the contract to the lowest responsive and responsible bidder whose bid or proposal fulfills the purpose intended according to criteria designated in the solicitation. The council may waive any minor bid irregularities.

D. *Bids in Excess of Statutory Amount.* If all bids received are in excess of two hundred thousand dollars ($200,000.00), the city council may, by passage of a resolution by a four-fifths vote, award the contract to the lowest responsive and responsible bidder up to an amount not to exceed two hundred twelve thousand five hundred dollars ($212,500.00) if it determines the cost estimate of the city was reasonable. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.040)

3.04.240 Formal bidding procedures.

For those projects which qualify under Section 3.04.210(C) for formal bidding, the following procedures shall be used:

A. *Adoption of Plans.* Prior to soliciting bids, unless otherwise delegated by the city council to the public works director, the city council shall approve and adopt the plans, specifications and working details, and authorize the bid request for all public work projects in excess of two hundred thousand dollars ($200,000.00).

B. *Notice.* The city clerk shall prepare a notice inviting bids.

1. *Contents of Notice.* The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

2. *Publication of Notice.* The notice shall be published at least once fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, which is circulated within the jurisdiction of the city.

3. *Mailing of Notice.* The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission as

appropriate for the area. The notice shall be mailed at least fifteen (15) calendar days before the date of opening the bids.

4. *Other Notice.* In addition to notice required by this section, the city may give other notice as it deems proper.

C. *Bid Opening Procedure.* Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project and bid on the envelope. Bids shall be opened by the city clerk's staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening. The public works director shall make an analysis of the bids for compliance with bid specifications and thereafter make a recommendation for award or rejection.

D. *Award.* Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended, according to criteria designated in the solicitation. The council may waive minor bid irregularities. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.050)

3.04.250 Bonds.

A. The city shall require payment bonds for projects in excess of twenty-five thousand dollars ($25,000.00) in accordance with California Civil Code Section 9550, as may be amended from time to time. The city council may require bid security or bid bonds and performance and/or warranty bonds from an acceptable surety in such amounts as it finds reasonably necessary to protect the public interest. If the city requires a bond, the form and amount of the bond shall be described in the notice inviting bids.

B. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city council may award the contract to the next lowest responsible bidder. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.060)

3.04.260 No bids received.

If no bids are received through the formal or informal procedure, the project may be performed by city employees by force account or by negotiated contract without further complying with this chapter. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.070)

3.04.270 Tie bids.

If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the city council may accept either bid or accept the lowest bid made by negotiation with the tied bidders. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.080)

3.04.280 Rejection of bids.

In its discretion, the council may reject any bids presented. If after the first invitation of bids all bids are rejected, the city shall state the reasons for the rejection and after reevaluating its cost estimates of the project, the city shall have the option of any of the following:

A. Abandoning the project;

B. Readvertising for bids in the manner described in this chapter; or

C. By passage of a resolution by a four-fifths vote of the council declaring that the project can be performed more economically by city employees, may have the project done by force account without further complying with this chapter. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.090)

3.04.290 Emergencies.

A. In cases of emergency as defined in this chapter, the city, pursuant to a four-fifths vote of the council, may proceed at once to replace or repair any public facility, take any directly related

and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without adopting plans, specifications, working details, or giving notice for bids to provide contracts. The work may be done by day labor under the direction of the council, by contractor, or by a combination of the two.

B. The city manager may order any action under this section subject to the provisions of California Public Contract Code Section 22050. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.100)

3.04.300 Prevailing wages required.

Public works contracts are subject to prevailing wage requirements as set forth in California Labor Code Section 1720 et seq., as may be amended from time to time. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.110)

3.04.310 Pre-qualification of bidders.

Prospective bidders on a public works contract may be required to be pre-qualified in accordance with procedures adopted by city council resolution, subject to the provisions of California Public Contract Code Section 20101. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.92.120)

Article 4. Professional Services

3.04.320 Award of professional service contracts based upon competence.

In contracting for those professional services as defined in Section 3.04.020, contracts should only be awarded to firms or persons who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a

satisfactory performance of the services required. Once the department requesting the service has determined a firm has an adequate level of competence, the cost of the service may be considered. However, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the city's best interest to award the contract to a higher priced professional services provider based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship and other factors required by the department or proposed by that professional services provider. The information needed for determining that level of competence, other qualifications and the procedure for selecting such services shall be determined by each city department responsible for recommending the professional service contract. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.93.010)

3.04.330 Request for proposal/qualification.

The acquiring of professional services shall be procured through negotiated contract and may include requests for proposals/qualifications. Contracting for professional services is decentralized and shall be the responsibility of the department head requesting the service. (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.93.020)

3.04.340 Contracting authority.

The city manager shall approve professional service or consulting contracts up to and including sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00). The city council shall approve professional service or consulting contracts greater than sixty~~twenty-five~~ thousand dollars ($60~~25~~,000.00). (Ord. 22-7 § 1 (Exh. A); Ord. 19-7 § 1 (Exh. A); Ord. 15-8 § 1 (Exh. A); Ord. 01-14; prior code § 2.93.030)

The St. Helena Municipal Code is current through Ordinance 25-3, passed June 24, 2025.

Disclaimer: The city clerk's office has the official version of the St. Helena Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.cityofsthelena.gov

Hosted by General Code.

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTIONS 3.04.050.1, 3.04.100, 3.04.120, 3.04.130, 3.04.140, 3.04.150, 3.04.170, 3.04.175 AND 3.04.340 OF CHAPTER 3.04 OF TITLE 3 OF THE ST. HELENA MUNICIPAL CODE REGARDING THE CITY MANAGER'S AUTHORITY TO APPROVE CERTAIN SUPPLIES, EQUIPMENT, AND PUBLIC WORKS UP TO A CERTAIN MONETARY VALUE

WHEREAS, the City of St. Helena's ("City") Purchasing Ordinance provides the City Manager to have the authority to purchase certain equipment, supplies, and public works up to a certain monetary value without needing to obtain the City Council's approval; and

WHEREAS, state law and the California Constitution permits the City to adopt all local, police, sanitary, and other ordinances and regulations not in conflict with general law; and

WHEREAS, City has determined that an increase in the preset spending limits provided to the City Manager for the purchase of certain equipment, supplies, and public works will improve the efficiency of local governmental operations by providing the City Manager more flexibility in the procurement of certain equipment, supplies, and public works.

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

Section 1: The Recitals set forth above are true and correct and are incorporated by reference into this Ordinance.

Section 2: Amendment.

Sections 3.04.050.1, 3.04.100, 3.04.120, 3.04.130, 3.04.140, 3.04.150, 3.04.170, 3.04.175 and 3.04.340 of Chapter 3.04 of Title 3 of the St. Helena Municipal Code are hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

"3.04.050.1 Authority to adopt implementing regulations and administrative policies.

Notwithstanding the provisions set forth in Chapter 3.04, the City Council reserves the right to adopt implementing regulations and administrative policies for the procurement of equipment, supplies, and public works while concurrently aligning such activities with the City's General Plan and City Council Goals."

"3.04.100 Bidding procedures for various purchase amounts.

Except as authorized in Sections 3.04.140 and 3.04.150, or in the case of emergencies as described in Sections 3.04.170 and 3.04.175, the purchase of supplies, general services, equipment and special equipment/supplies not included in a construction contract or bid specification for a public work, shall be made as follows:

(A) A purchase of five thousand dollars ($5,000.00) or less may be made by departmental purchase in accordance with Section 3.04.110.

(B) A purchase greater than five thousand dollars ($5,000.00) to sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~) may be made by an informal bid procedure in accordance with Section 3.04.120.

(C) A purchase of more than sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~) shall be made by formal bid procedure in accordance with Section 3.04.130."

"3.04.120 Informal bid procedure.

The purchase of supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with the estimated value greater than five thousand dollars ($5,000.00), but not exceeding sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~), shall be made by a purchase order as required by this chapter. Said purchases, subject to the department head's discretion, based upon a small amount, or urgent need and timeliness, may be let without the formal bidding procedures described in Section 3.04.130. In such case, the following procedures shall be followed:

A. Solicitation of Bids. If it is determined that the request is of a sufficient size and time allows, the purchasing officer or designee, before issuing the purchase order to a specific contractor/vendor, shall: for purchases greater than five thousand dollars ($5,000.00) to sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~), obtain at least three written bids or price quotes. The purchasing officer or designee may negotiate to obtain the lowest possible contract amount from any vendor contacted who can provide supplies, general service, or equipment within the time constraints of the department's request. The purchasing officer or designee may solicit or determine bids of prospective vendors by written request, telephone, or may base award recommendations upon current catalogs or advertisements.

…"

"3.04.130 Formal bid procedure.

For supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with an estimated value in excess of sixty thousand ~~twenty-five thousand~~ dollars ($60.000.00~~25,000.00~~), purchases shall be made in accordance with the following formal written bid procedures:

…"

“3.04.140 Special equipment/supplies, sole source purchases, and bid exceptions.

…

(B) Sole Source Purchases. Commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section 3.04.100 and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate department head and forwarded to the purchasing officer. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract or purchase order greater than sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~).

…”

“3.04.150 Cooperative purchasing with other agencies.

The bidding requirements of Section 3.04.100 shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. If it is determined to be in the best interest of the city, the purchasing officer is authorized to “piggy-back” onto or join into an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared by and awarded by another public, local, state or federal government agency. However, the city council’s approval shall be required prior to and for the joining of a “piggy-back” purchase or cooperative purchase for a purchase greater than sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~).”

“3.04.170 Emergencies.

Bidding procedures may be dispensed with in the case of an emergency. The city council delegates to the city manager the authority to declare a public emergency and enter into contracts for any purchase in accordance with Section 3.04.175. The city manager’s authority is subject to confirmation by the city council at its next meeting for any purchase in excess of sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~).”

“3.04.175 Declared emergencies.

…

(D)(2) The ~~finance~~ director of administrative services will inform the city manager or ~~their~~ a designee and the city council of any individual purchase under this section with a contract amount greater than sixty thousand ~~twenty-five thousand~~ dollars

($60,000.00~~25,000.00~~), and also whenever the aggregate of purchases under this section is greater than two hundred fifty thousand dollars ($250,000.00).

…

(F)(1) Posting of Contract Awards. All contracts awarded that exceed sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~) shall be presented to the city council for ratification and thereafter shall be publicly posted within sixty (60) days of the award.

…

(F)(3) Notification Requirement for Emergency Services. For any purchase in excess of sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~), the city manager shall report all such purchases to the city council within thirty (30) days of the onset of the disaster.

…"

"3.04.340 Contracting authority.

The city manager shall approve professional service or consulting contracts up to and including sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~). The city council shall approve professional service or consulting contracts greater than sixty thousand ~~twenty-five thousand~~ dollars ($60,000.00~~25,000.00~~)."

Section 3: This action is not subject to the requirements of the California Environmental Quality Act ("CEQA"). The approval of this Ordinance is not a "project" within the meaning of 14 CCR Section 15378 ("State CEQA Guidelines") because it has no potential for resulting in direct or indirect physical changes in the environment. The approval of this Ordinance is exempt from CEQA review because it will not have a significant effect on the environment under Section 15061(b)(3) of the State CEQA Guidelines.

Section 4: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, of the application thereof to any person or place, if for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or places.

Section 5: The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published in accordance with Government Code section 36933. This Ordinance shall become effective thirty (30) days later.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St., Helena City Council on 9th day of December, 2025, and was adopted at a regular meeting of the St. Helena City Council on the 22nd day of July by the following vote:

Mayor Dohring: ____
Vice Mayor Deasy: ____
Council Member Diaz ____
Councilmember Barak: ____
Councilmember Spadarotto: ____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Andrew Bradley, City Clerk
CITY OF ST. HELENA

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Public Works Department

DATE:	July 28, 2026
FROM:	Ian Dale, Environmental Serv Tech
SUBJECT:	June 2026 Review and Forecasting of City Water Supply Availability
RECOMMENDED ACTION:	Receive and File.
PREVIOUS COUNCIL ACTION:	Monthly receive and file reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:
The City of St. Helena publishes a monthly water report on the City website (https://www.cityofsthelena.gov/330/W). The report includes the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Potable Water Wells, as well as potable water delivered from the City of Napa. In addition to presenting data on the amount of water delivered monthly, the report includes year-to-date information and prior year data. Water elevation and capacity at the Bell Canyon Reservoir is included, as well as information on rainfall and monthly weather temperatures.

DISCUSSION:
City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as an attachment is the Monthly Water Report for June 2026. The water produced for June 2026 is up by 9% when compared to June 2025, and is down by 19% compared to the average of June 2018-2020. The chart below summarizes the water produced per source:

Source	Average (2018-2020)	June 2025	June 2026

	(Acre-Feet)	(Acre-Feet)	(Acre-Feet)
Bell Canyon	74	22.73	34.08
Stonebridge	41	27.92	36.77
Wells			
Napa Water	51	65.01	54.68
Total :	166	115.66	125.53

- Percent change from June 2025: 9%
- Percent change from average of June 2018-2020: -19%

Bell Canyon Reservoir

The City is not in water emergency condition based upon Phase 1 Water Emergency measures being terminated by City Council through adoption of Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in the Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2027 based on the highest water usage during a non-drought year (FY 19/20) and 10 inches of rainfall (lowest recorded).

As of July 1, 2026, Bell Canyon Reservoir's elevation was at 419.07 feet, representing approximately 2,163.35 acre-feet (AF) and 90.8% capacity. Bell Canyon spillway level is 422 feet, representing 2,383.69 AF in water supply volume. Below is a chart comparing Bell Canyon Elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on July 1 in 2024, 2025, and 2026:

Year	**2024**	**2025**	**2026**
Bell Canyon Elevation Level (ft)	420.18	419.62	419.07
Acre-Feet	2,245.73	2,204.00	2,163.35
Percent Capacity	94.2	92.5	90.8

As a follow-up to the May 24, 2022, City Council meeting, staff developed a graph (Attachment 3) highlighting the relationship between the reservoir elevation level and water supply availability in acre-feet. The graph shows the current status of the reservoir. Furthermore, the graph also displays the points where City Council decided to declare Phase I and Phase II Water Emergencies in 2020.

Continued Water Conservation

California experienced two consecutive dry years: 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at the time did not affect St. Helena as the City has multiple

robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

It should be noted that on July 25, 2023, the City Council adopted Resolution No. 2023- 94 to formally end the Phase I Water Emergency. The projected demand on the system versus the anticipated rainfall over the next year reflects an available supply in Bell Canyon of approximately 1,895 AF, significantly above the 1,481 AF standard for declaration of a Phase I Water Emergency. Staff will monitor statewide and local drought conditions, weather conditions, and provide updates on a monthly basis. The corresponding staff report provided a variety of data to reflect the disposition of the water supply at that time in relation to the Council-adopted Safe Yield Policy.

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station and the City is taking delivery of the allotment purchased from the City of Napa. During the month of June 2026, Rutherford Pump Station produced an average of 0.59 MG/day of water, for a total of 54.68 acre-feet for the month.

ENVIRONMENTAL REVIEW:

NA

GOAL:

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

ATTACHMENTS:

1. MWR June 1-30 2026
2. Attachment 2 - Bell Canyon Water Storage Forecast
3. Attachment 3 - Bell Canyon Reservoir Storage Phase I II
4. Attachment 4 - Bell Canyon Historical Elevation Levels
5. Attachment 5 - Bell Canyon Reservoir Historical Storage Elevations

CITY OF ST. HELENA
MONTHLY WATER REPORT

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

June 1-30, 2026

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	34.08	36.77	0.89	54.68	-0.44
AMOUNT PRODUCED in MG	11.10	11.98	0.29	17.81	-0.14
PERCENT	**27.2%**	**29.4%**		**43.7%**	-0.3%

WATER PRODUCED ~~DELIVERY~~ (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	40.89 **MG**	37.67 **MG**
MAXIMUM DAILY PRODUCED	n/a **MG**	n/a **MG**
MINIMUM DAILY PRODUCED	n/a **MG**	n/a **MG**
AVERAGE DAILY PRODUCED	1.36 **MG**	1.25 **MG**

WATER BILLED

	THIS YEAR	LAST YEAR
TOTAL BILLED THIS PERIOD	37.96 **MG**	26.08 **MG**

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	355.06 **AF**	32.3%	297.85 **AF**	25.7%
	115.65 **MG**		97.02 **MG**	
NAPA WATER	493.86 **AF**	44.9%	540.57 **AF**	46.6%
	160.87 **MG**		176.08 **MG**	
STONEBRIDGE POTABLE WELLS	250.78 **AF**	22.8%	320.60 **AF**	27.7%
	81.69 **MG**		104.43 **MG**	
TOTAL WATER PRODUCED ~~DELIVERY~~ (ALL)	**1099.70 AF**	**100.0%**	**1159.02 AF**	**100.0%**
TOTAL WATER BILLED	**966.43 AF**		**987.92 AF**	

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.22 **MG/Jun. 1 -30**	0.17 **MG/Jun. 1-30**
NAPA VALLEY COLLEGE	0.07 **MG/Jun. 1 -30**	NA **MG/Jun. 1-30**

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	419.07 **FT.**	419.62 **FT.**
MONTHLY RISE OR DROP	-0.55 **FT.**	-1.25 **FT.**
CAPACITY AT END OF PERIOD	2163.35 **AF**	2204.00 **AF**
PERCENT OF FULL CAPACITY	90.8 **%**	92.5 **%**
RAINFALL IN THIS PERIOD	0.10 **IN**	0.00 **IN**
TOTAL RAINFALL SEASON TO DATE	54.24 **IN**	48.18 **IN**

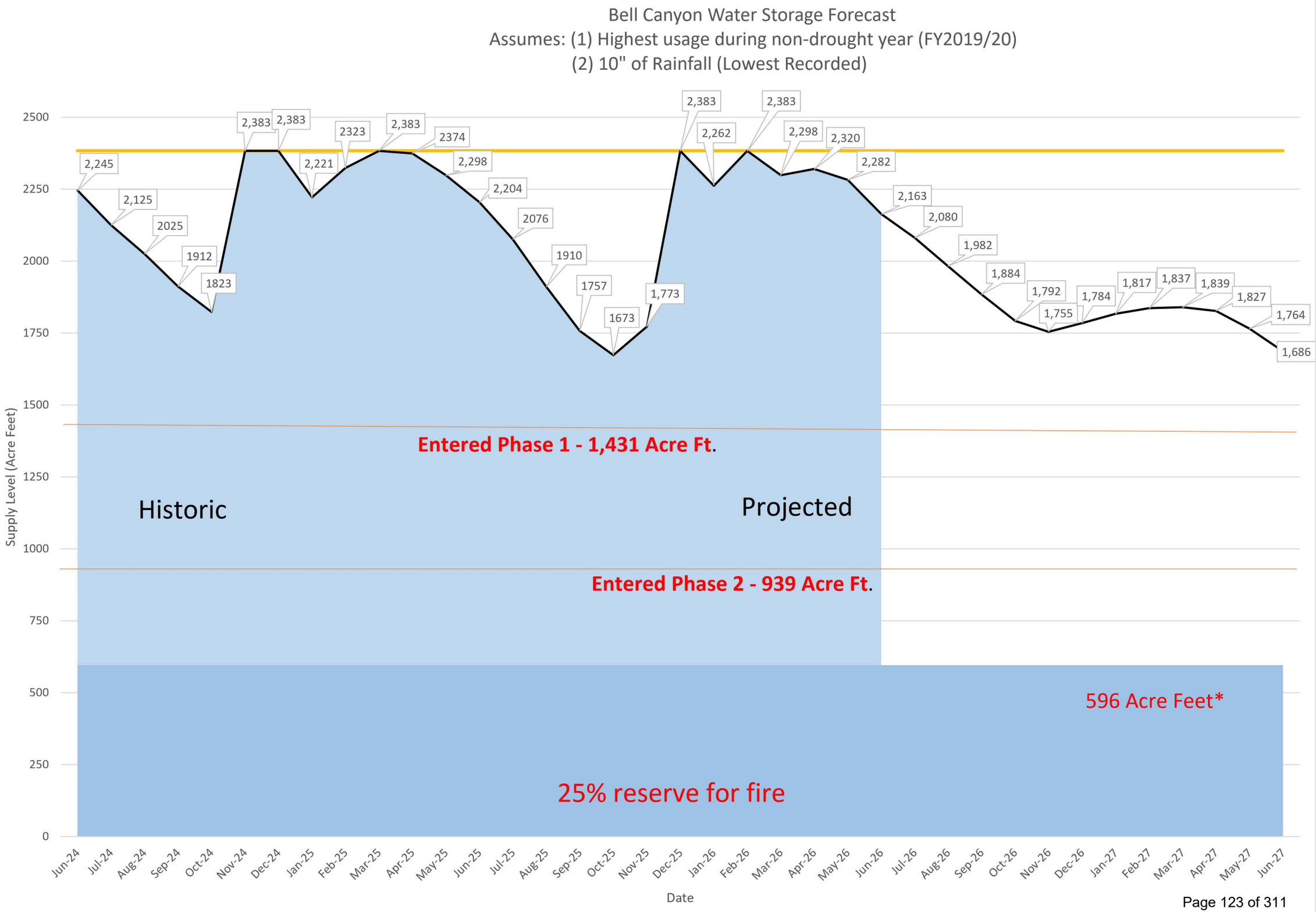
TEMPERATURES

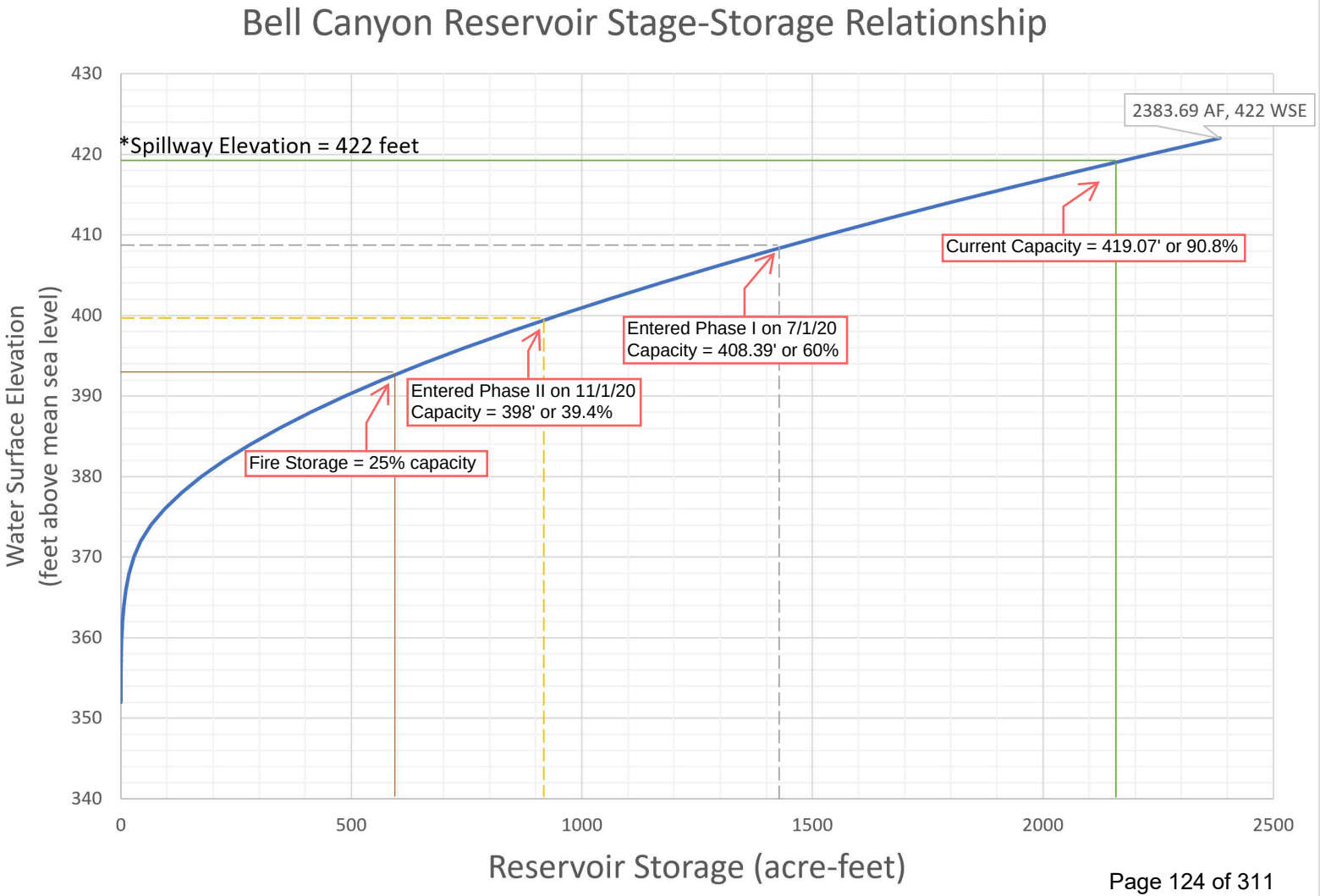
	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	50.3-101.8	49.8-97.8
AVERAGE	76.05	73.8

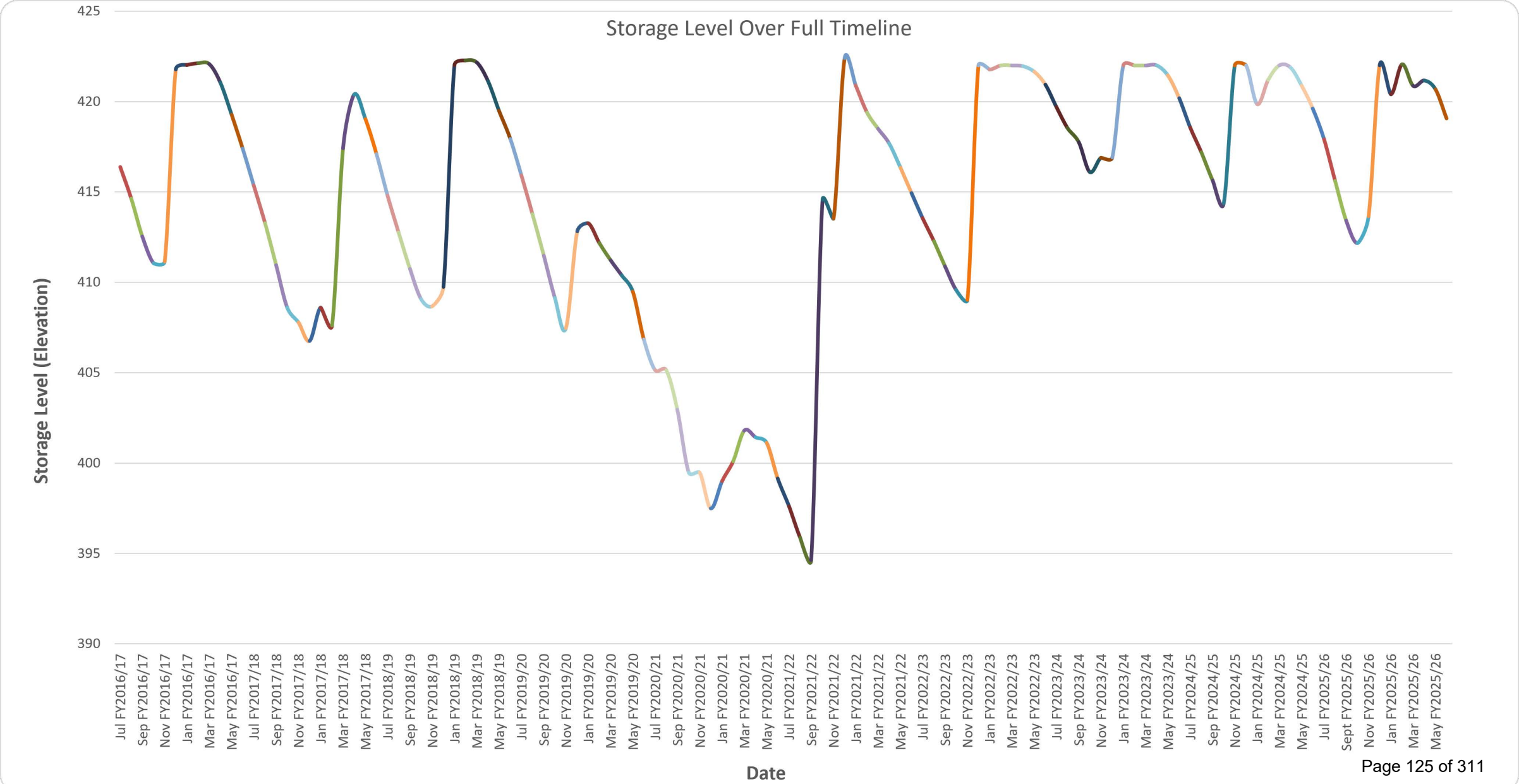
REMARKS

City of Napa Water Delivery: RPS producing an average of 0.59 MG/day during June 2026.
DISCLAIMER: The data presented in this report is approximate and for informational purposes only.

Updates will be provided if any errors are identified.


Bell Canyon Water Storage Forecast
Assumes: (1) Highest usage during non-drought year (FY2019/20)
(2) 10" of Rainfall (Lowest Recorded)
Supply Level (Acre Feet)
Date
2,245
2,125
2025
1912
1823
2,383
2,383
2,221
2323
2,383
2374
2,298
2,204
2076
1910
1757
1673
1,773
2,383
2,262
2,383
2,298
2,320
2,282
2,163
2,080
1,982
1,884
1,792
1,755
1,784
1,817
1,837
1,839
1,827
1,764
1,686
Entered Phase 1 - 1,431 Acre Ft.
Historic
Projected
Entered Phase 2 - 939 Acre Ft.
596 Acre Feet*
25% reserve for fire


Bell Canyon Reservoir Stage-Storage Relationship
Water Surface Elevation (feet above mean sea level)
430
420
410
400
390
380
370
360
350
340
0
500
1000
1500
2000
2500
Reservoir Storage (acre-feet)
*Spillway Elevation = 422 feet
2383.69 AF, 422 WSE
Current Capacity = 419.07' or 90.8%
Entered Phase I on 7/1/20
Capacity = 408.39' or 60%
Entered Phase II on 11/1/20
Capacity = 398' or 39.4%
Fire Storage = 25% capacity


Storage Level Over Full Timeline
Storage Level (Elevation)
425
420
415
410
405
400
395
390
Jul FY2016/17
Sep FY2016/17
Nov FY2016/17
Jan FY2016/17
Mar FY2016/17
May FY2016/17
Jul FY2017/18
Sep FY2017/18
Nov FY2017/18
Jan FY2017/18
Mar FY2017/18
May FY2017/18
Jul FY2018/19
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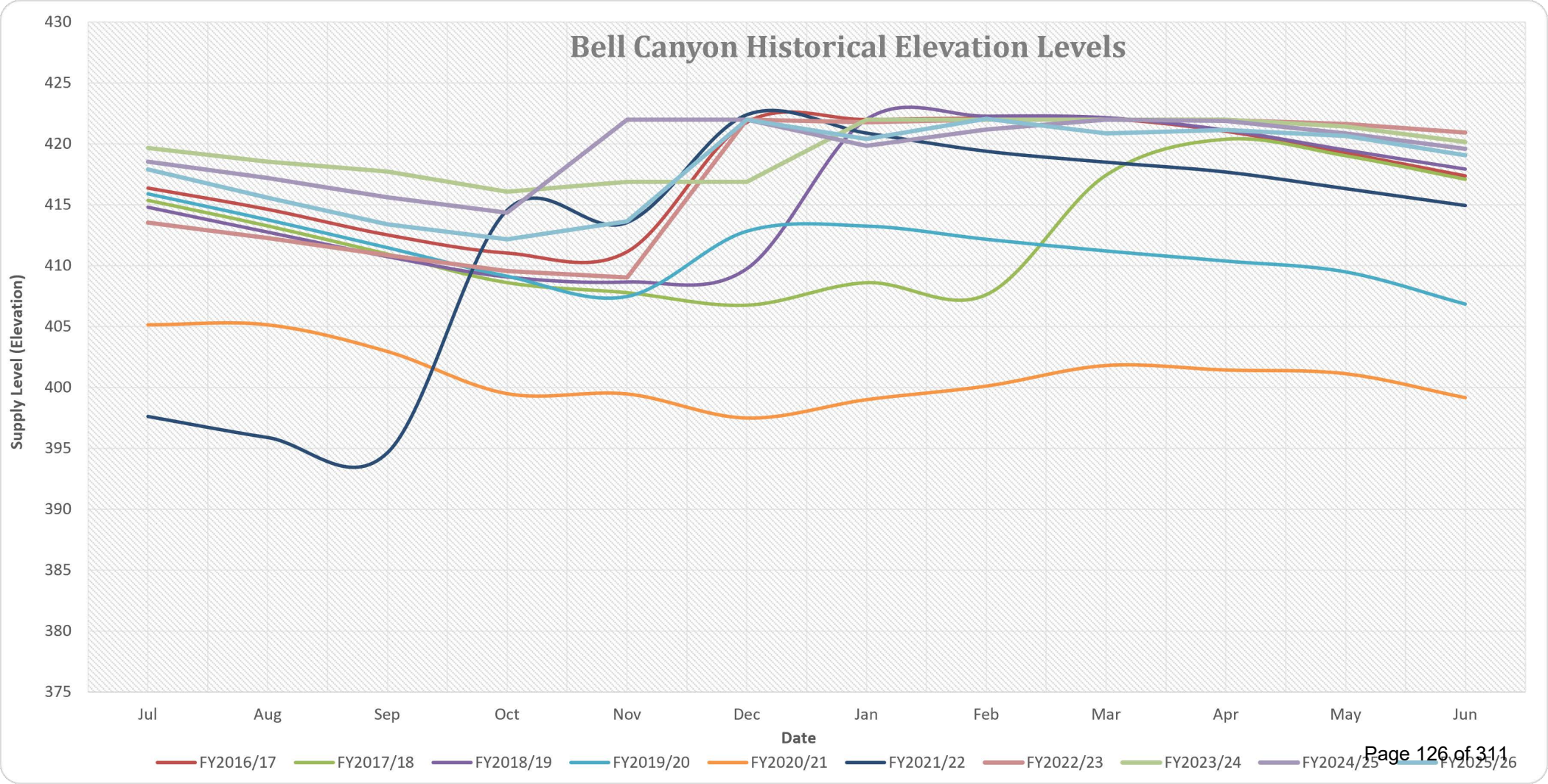
May FY2025/26
Date


Bell Canyon Historical Elevation Levels
Supply Level (Elevation)
430
425
420
415
410
405
400
395
390
385
380
375
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Date
FY2016/17
FY2017/18
FY2018/19
FY2019/20
FY2020/21
FY2021/22
FY2022/23
FY2023/24
FY2024/25
FY2025/26

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Public Works Department

DATE:	July 28, 2026
FROM:	Mario Traverso, Project Manager
SUBJECT:	Approval of the Oak Avenue Surface Restoration Project Plans and Bid Solicitation
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	Approval of Resolution 2025-032 on April 25, 2025 to increase funding for Summit Engineering to complete the project design.
STATEMENT OF THE PURPOSE:	The Purpose of this action is to approve the scope and design of the R24-02 Oak Avenue Surface Restoration Project in accordance with the municipal code in preparation for advertisement for bidding.
FINANCIAL IMPACT:	None. The project budget will be updated with the authorization to award a construction contract.
CEQA DETERMINATION:	Categorical Exemption

BACKGROUND:

The restoration of Oak Avenue is a longstanding City and community priority. Much of the surface infrastructure in the corridor, including the curb, gutter, sidewalk, curb ramps and roadway dates to the original installation. The existence of significant portions of aged and undersized utilities in the roadway has precluded the City from pursuing significant surface improvements. Over the last 25 years, sections of the utilities have been replaced, with the recent Oak Avenue Utilities Project replacing the remaining utilities which included the sewer mainline, sewer laterals, sewer manholes, water mainline, water services and storm drain pipeline. The plans for the Oak Avenue Surface Restoration Project are complete and included in this report as Attachment 2.

DISCUSSION:

The Oak Avenue Surface Restoration Project Plans were developed by Summit Engineering of Santa Rosa in coordination with City staff. Generally, the project will include the installation of new curb and gutter, new sidewalk, new curb ramps and new pavement.

Some important project components include the following:

- Trees: The project is proposing to remove four trees. The four trees to be removed are located at 1447 Oak Avenue. The property owner is in agreement with the removal. The project will be replanting in this location, and additional locations where trees have already been removed, including in front of the Elementary School. We will be installing tree grates in locations where they can be accommodated, for example in front of Roma Gelato. For all other locations, the sidewalk will be formed to accommodate the existing tree footprint, which may result with an expanded tree well.
- Intersection of Tainter and Oak: The most significant design feature in the plan is an extended curb line and sidewalk on the east side of Oak Avenue at the intersection of Tainter Street. This area is already a no-parking zone, and staff needed to facilitate better pedestrian alignment within the intersection. The extended curb and sidewalk allow for better crossing alignment while accounting for the existing trees and utility facilities.
- Sidewalk: The project will replace close to 90% of the sidewalk. In areas where there is an existing planter strip (i.e. on the west side from Adams to Madrona and the east side from Adams to Spring), the project includes expanding the width of the new sidewalk to six feet. This will allow for much better ease of use for pedestrians traveling in both directions and conforms better to the other portions where the sidewalk is wider.
- Vine Trail: The forthcoming Napa Valley Vine Trail section from Yountville to St. Helena includes Oak Avenue as the through-town route from Mitchell Drive to Adams Street. The design for this is still in the preliminary phase. The City anticipates future updates to Oak Avenue in coordination with the Vine Trail design proposals, which may include an alternative roadway striping plan or enhanced traffic-calming measures. Generally, the City does not anticipate the Vine Trail design configuration of Oak Avenue to differ significantly from its current layout as most of the design parameters are fixed (e.g. roadway width and parking availability).

Approximate Schedule:

- Plan Approval and Bid Solicitation: July 28, 2026
- Project Advertisement: July 30, 2026
- Bids Due: August 20, 2026
- Contract Award: September 8, 2026
- Construction: September / October to January 2027

The engineer's cost estimate for the project is $2,500,000 and will be funded by Measure U. The project is exempt from CEQA according to Class 1 Categorical Exemption.

ENVIRONMENTAL REVIEW:
None

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

ATTACHMENTS:

1. Attachment 1 - Plan Approval
2. Attachment 2 - Plans

CITY OF ST. HELENA

RESOLUTION NO. 2026 -

FINDING THE R24-02 OAK AVENUE SURFACE RESTROATION PROJECT EXEMPT FROM CEQA; APPROVING AND ADOPTING THE PROJECT PLANS; AND AUTHORIZING THE BID REQUEST FOR THE R24-02 OAK AVENUE SURFACE RESTORATION PROJECT.

RECITALS

A. The City of St. Helena is responsible for maintenance of public streets within the City limits; and

B. The R24-02 the Oak Avenue Surface Restoration Project has been included in the City's Capital Improvement Program; and

C. The R24-02 Oak Avenue Pavement Restoration Project includes maintenance of existing streets including pavement overlays, traffic striping, sidewalk replacement, curb and gutter replacement, and curb ramp upgrades, which does not expand or increase the existing street capacity; and

D. The Project Plans for R24-02 have been prepared by Summit Engineering of Santa Rosa, reviewed by the City Engineer, and presented for approval and authorization to bid.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publicly owned utilities; and
2. The Project Plans will be available on the City of St. Helena's website and for viewing at St. Helena Public Works, 1088 College Avenue, are hereby approved; and
3. The Public Works Director/City Engineer is authorized to solicit bids for the subject project.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring: _____
Vice Mayor Deasy: _____
Council Member Barak: _____
Council Member Diaz: _____
Council Member Spadarotto: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Andrew Bradley, City Clerk

OAK AVENUE PAVEMENT RECONSTRUCTION

FOR

CITY OF ST. HELENA

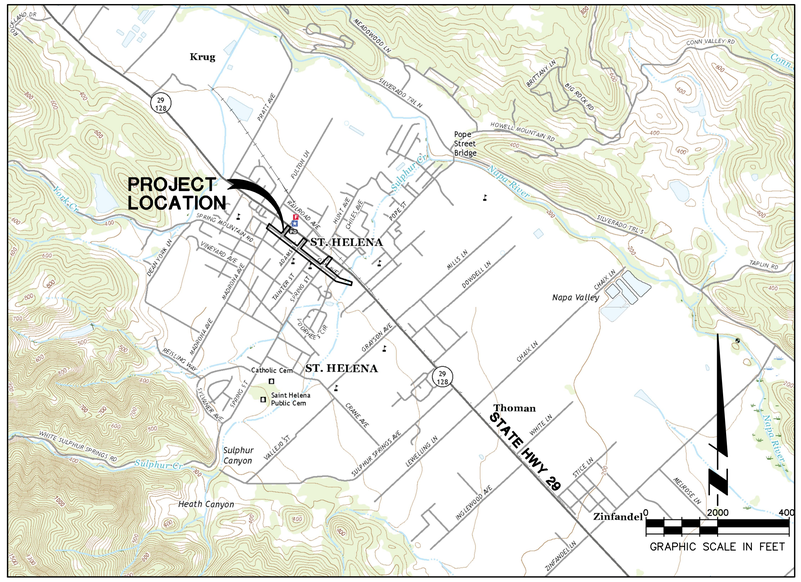
ST. HELENA

CALIFORNIA, 94574

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF SUMMIT ENGINEERING, INC. AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF SUMMIT ENGINEERING, INC.

PROJECT TEAM

SUMMIT ENGINEERING, INC.
CIVIL ENGINEERING
SANTA ROSA, CALIFORNIA
(707) 527-0775



LOCATION MAP

LIST OF DRAWINGS

C1.0 - TITLE SHEET
C1.1 - GENERAL INFORMATION
C1.2 - GENERAL INFORMATION
C2.0 - OVERALL SITE PLAN
C7.0 - OAK AVE PLAN - STA 10+00 TO 14+50
C7.1 - OAK AVE PLAN - STA 14+50 TO 19+50
C7.2 - OAK AVE PLAN - STA 19+50 TO 24+50
C7.3 - OAK AVE PLAN - STA 24+50 TO 29+50
C7.4 - OAK AVE PLAN - STA 29+50 TO 33+50
C7.5 - OAK AVE PLAN - ADDITIONAL DETAILED PLANS
C9.0 - DETAILS

CONTROL

1. VERTICAL DATUM OF THIS MAP IS BASED ON THE MAP OF TOPOGRAPHY OF CITY OF ST. HELENA OAK AVENUE DRAWN BY MICHAEL W. BROOKS & ASSOCIATES, INC, DATED MAY 2007 AND IS STATED AS BENCHMARK: NAPA COUNTY #520–U ELEVATION 261.5.
2. HORIZONTAL DATUM OF THIS MAP IS BASED ON THE CONTROL POINTS ESTABLISHED BY MICHAEL W. BROOKS & ASSOCIATES, INC ON THE ORIGINAL MAP OF TOPOGRAPHY OF CITY OF ST. HELENA OAK AVENUE, DATED MAY 2007.

PURPOSE OF PROJECT

THIS PROJECT WILL MAKE IMPROVEMENTS TO THE MUNICIPAL STORM WATER, SANITARY SEWER AND WATER UTILITIES WITH OAK AVENUE WITH EXTENSIONS IN TO SPRING STREET, TAINTER STREET, ADAMS STREET AND MONEY WAY.

OWNER/PERMITEE

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CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

TITLE SHEET

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG
SHEET C1.0
1OF 11

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ABBREVIATIONS

<	ANGLE
A.D.	ALGEBRAIC DIFFERENCE
℄	CENTERLINE
⌀	DIAMETER
℄	FLOWLINE
℄	PROPERTY LINE/ PLATE
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ACP	ASBESTOS CEMENT PIPE
AD	AREA DRAIN
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AGG	AGGREGATE
AH	AHEAD
ALT	ALTERNATE
ANSI	AMERICAN NATION STANDARDS INSTITUTE
ARCH	ARCHITECT/ ARCHITECTURAL
ASB	AGGREGATE SUBBASE
AVG	AVERAGE
BC	BEGIN CURVE
BK	BACK
BLDG	BUILDING
BM	BENCHMARK
BOF	BOTTOM OF FOOTING
BOT	BOTTOM
BRG	BEARING
BVC	BEGINNING OF VERTICAL CURVE
BVCE	BEGINNING VERTICAL CURVE ELEVATION
BVCS	BEGINNING VERTICAL CURVE STATION
CB	CATCH BASIN
CF	CURB FACE
CI	CURB INLET/ CAST IRON
CIP	CAST IN PLACE/ CAST IRON PIPE
CIPCP	CAST IN PLACE CONCRETE PIPE
CJ	CONTROL JOINT/ CONSTRUCTION JOINT
CKRD	CHECKERED
CL	CLASS
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT/ COUNTY
COL	COLUMN
CONC	CONCRETE
CONF	CONFORM
CONST	CONSTRUCTION
CONT	CONTINUOUS
CPP	CENTRAL PRECAST PRODUCTS
CSP	CORRUGATED STEEL PIPE
CTR	CENTER
CV	CHECK VALVE
D	DITCH DEPTH
DB	DRAINAGE BOX
DI	DROP INLET
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DIST	DISTANCE
DIV	DIVERSION
DS	DOWNSPOUT
DWG	DRAWING
E	EAST/ ELECTRICAL
(E)	EXISTING
EA	EACH
EC	END CURVE
ECR	END CURB RETURN
EF	EACH FACE
EFL	EFFLUENT FEED LINE
EG	EXISTING GROUND/ EXISTING GRADE
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATION
EQ	EQUAL/ EQUATION
EQPT	EQUIPMENT
ES	EACH SIDE
ETW	EDGE OF TRAVELED WAY
EVC	ENDING OF VERTICAL CURVE
EVCE	ENDING VERTICAL CURVE ELEVATION
EVCS	ENDING VERTICAL CURVE STATION
EW	EACH WAY
EXC	EXCAVATION/ EXCAVATE
EXIST	EXISTING
EXP	EXPANSION JOINT
EXT	EXTERIOR
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FES	FLARED END SECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FIN	FINISH/ FINISHED
FLGD	FLANGED
FLR	FLOOR
FM	FORCE MAIN
FO	FACE OF
FOC	FACE OF CONCRETE/ COLUMN/CURB
FOCC	FACE OF CONCRETE CURB
FOW	FACE OF WALL
FP	FIRE PROTECTION
FRL	FLUSH RETURN LINE
FS	FINISH SURFACE
FT	FOOT/ FEET
FTG	FOOTING
FUT	FUTURE
G	GAS/ ROAD GRADIENT
GALV	GALVANIZED
GB	GRADE BREAK
GP	GUARD POST
GRD	GRADE
GRND	GROUND
GV	GATE VALVE
HB	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HP	HIGH POINT
HT	HEIGHT
HV DTY	HEAVY DUTY
HW	HIGH WATER
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IF	INSIDE FACE
IN	INCH
INT	INTERIOR
INV	INVERT
IP	IRON PIPE
IRR	IRRIGATION
IW	INDUSTRIAL WASTE
JB	JUNCTION BOX
K	CURVE COEFFICIENT
L	LENGTH
LAT	LATERAL
LF	LINEAL FOOT
LP	LOW POINT
LPG	LIQUID PROPANE GAS
LS	LANDSCAPE
LT	LEFT
LT DTY	LIGHT DUTY
MAX	MAXIMUM
MEG	MATCH EXISTING GRADE
MFR	MANUFACTURER
MG	MILLION GALLON
MH	MANHOLE
MHWL	MAXIMUM HIGH WATER LINE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
(N)	NEW
N	NORTH
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OG	ORIGINAL GROUND
OH	OVERHEAD
ORIG	ORIGINAL
OSD	OVERSIDE DRAIN
PC	BEGINNING POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE /POINT OF COMPOUND CURVE
PD	PLANTER DRAIN
PI	POINT OF INTERSECTION/ TANGENT-TANGENT INTERSECTION
PIP	PROTECT IN PLACE
PIV	POST INDICATOR VALVE
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PSD	PERFORATED SUBDRAIN
PT	POINT OF TANGENT/ PRESSURE TREATED
PUE	PUBLIC UTILITIES EASEMENT
PVC	POLYVINYL CHLORIDE/ POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PW	PROCESS WASTEWATER
R	RADIUS
RAD	RADIUS
RC	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RCW	RECYCLED WATER
RED	REDUCER/ REDUCING
REF	REFERENCE
REINF	REINFORCING
REQD	REQUIRED
RT	RIGHT
R/W	RIGHT OF WAY
RW	RAINWATER
RWL	RAINWATER LEADER
RWD	REDWOOD
QSP	QUALIFIED SWPPP PRACTITIONER
S	SOUTH/ SLOPE
SAD	SEE ARCHITECT'S DRAWINGS
SCD	SEE CIVIL DRAWINGS
SCH	SCHEDULE
SD	STORM DRAIN
SDCB	STORM DRAIN CATCH BASIN
SDMH	STORM DRAIN MANHOLE
SED	SEE ELECTRICAL DRAWINGS
SF	SQUARE FEET
SFPD	SEE FIRE PROTECTION DRAWINGS
SG	SUBGRADE
SHT	SHEET
SIM	SIMILAR
SLAD	SEE LANDSCAPE ARCHITECT'S DRAWINGS
SMD	SEE MECHANICAL DRAWINGS
SPEC	SPECIFICATION
SPD	SEE PLUMBING DRAWINGS
SQ	SQUARE
SS	STAINLESS STEEL/ SANITARY SEWER
SSD	SEE STRUCTURAL DRAWINGS/ SUBSURFACE DRAIN
SSDD	SEE STROM DRAIN DRAWINGS
SSMH	SANITARY SEWER MANHOLE
SSR	SEE SOILS REPORT
SSSD	SEE SANITARY SEWER DRAWINGS
STA	STATION
STD	STANDARD
STL	STEEL
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
SWM	STORMWATER MANAGEMENT
SWWD	SEE WASTEWATER DRAWINGS
SYM	SYMMETRICAL
T	TANGENT/ TELEPHONE
TAN	TANGENT
TEL	TELEPHONE
T&B	TOP AND BOTTOM
TBM	TEMPORARY BENCH MARK
TC	TOP OF CONCRETE
TCC	TOP OF CONCRETE CURB
TD	TRENCH DRAIN
TG	TOP OF GRATE
THK	THICK
TOB	TOP OF BERM
TOE	TOE OF WALL
TOF	TOP OF FOOTING
TOW	TOP OF WALL
TP	TOP OF PAVEMENT
TRANS	TRANSITION
TYP	TYPICAL
UC	UTILITY CHASE
UG	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
USP	UNDER SEPARATE PERMIT
VC	VERTICAL CURVE
VERT	VERTICAL
VIF	VERIFY IN FIELD
VSD	VINEYARD SUBDRAIN
W	WEST/ WATER
W/	WITH
W/O	WITHOUT
W(T)	TREATED WATER
W(W)	WATER FROM WELL
WBD	WALL BACK DRAIN
WW	WASTEWATER
WWF	WELDED WIRE FABRIC
XFMR	TRANSFORMER
YD	YARD
YDS	YARDS
Z	DITCH SIDE SLOPE

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE AND/OR APPLICABLE CITY OF ST HELENA CODES, ORDINANCES, ZONING AND PLANNING LAWS, CALTRANS STANDARDS, AND THE PROJECT USE PERMIT CONDITIONS.
2. ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.) STANDARDS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR AND/OR THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL SECURE A TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO EXCAVATION OF ANY TRENCH OVER FIVE FEET DEEP.
3. ALL ON-SITE SEWER, WATER AND GAS LINE CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA PLUMBING CODE, (C.P.C.) AND ALL APPLICABLE REGULATIONS OF THE CITY OF ST HELENA, AND COGNIZANT UTILITY COMPANIES.
4. THE DRAWINGS SHALL NOT BE SCALED. ALL WORK SHALL BE GOVERNED BY THE DIMENSIONS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS SHOWN AND BRING DISCREPANCIES TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
5. DETAILS OF CONSTRUCTION NOT INDICATED OR NOTED SHALL BE CONSIDERED OF THE SAME CHARACTER SHOWN FOR SIMILAR OR EXISTING CONSTRUCTION.
6. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY. PROPERTY LINES HAVE BEEN PLOTTED FOR INFORMATIONAL PURPOSES ONLY AND ARE APPROXIMATE.
7. CONTRACTOR SHALL SECURE LETTERS OF PERMISSION FROM ADJACENT LANDOWNERS BEFORE ENTERING SUCH PROPERTIES.
8. THE LOCAL JURISDICTION HAVING AUTHORITY SHALL BE NOTIFIED 72 HOURS PRIOR TO STARTING ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE JURISDICTION HAVING AUTHORITY INFORMED OF THE CONSTRUCTION SCHEDULE.
9. CONTRACTOR SHALL PROVIDE 72 HOURS ADVANCE NOTICE TO THE ENGINEER FOR REQUESTED INSPECTIONS.
10. THE OWNER SHALL PROVIDE FOR NECESSARY MATERIAL AND SOILS TESTING AND OBSERVATION. THE CONTRACTOR SHALL PROVIDE 72 HOURS MINIMUM NOTICE PRIOR TO REQUIRED OBSERVATION OR TESTING.
11. THE CITY OF ST HELENA DEPARTMENT OF PLANNING, BUILDING & ENVIRONMENTAL SERVICES (PBES), DEPARTMENT OF PUBLIC WORKS, THE COUNTY FIRE DEPARTMENT, AND CALTRANS SHALL BE NOTIFIED 72 HOURS PRIOR TO STARTING ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THESE AGENCIES INFORMED OF THE CONSTRUCTION SCHEDULE.
12. CONTRACTOR SHALL CONTACT THE CITY OF ST HELENA ENGINEER'S OFFICE TO ARRANGE A PRE-PROJECT CONFERENCE FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND COUNTY PROCEDURES.
13. CONTRACTOR SHALL NOTIFY THE CITY OF ST HELENA ENGINEER AT LEAST 72 HOURS IN ADVANCE OF THE COMMENCEMENT OF ANY PART OF THE WORK.
14. MATERIALS AND WORKMANSHIP SHALL CONFORM TO ADOPTED CITY OF ST HELENA SUBDIVISION ROAD AND STREET STANDARDS AND CALTRANS STANDARDS.
15. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE PLAN ARE BASED ON THE INFORMATION AVAILABLE; IN GENERAL THE EXISTING UTILITIES SHOWN ARE BASED ON OBSERVABLE SURFACE FEATURES SHOWN ON THE TOPOGRAPHIC MAPPING. HOWEVER, THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES MAY NOT HAVE BEEN INDICATED ON THESE DRAWINGS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN, OR THE INADVERTENT OMISSION OF ANY SUCH INFORMATION. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES; CONFLICTS AND/OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. UNLESS NOTED OTHERWISE, EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED IN SERVICE BY THE CONTRACTOR. UTILITIES THAT INTERFERE WITH WORK TO BE PERFORMED UNDER THIS PROJECT SHALL BE PROTECTED AS REQUIRED IN ACCORDANCE WITH CITY OF ST HELENA, P.G.& E. AND AT&T REQUIREMENTS.

GENERAL/ CIVIL LEGEND

EXISTING

- (E/ELEC) — ELECTRICAL
- (FP) — FIRE PROTECTION
- (G) — GAS
- (IRR) — IRRIGATION
- (OH) — OVERHEAD POWERLINE
- (PW) — PROCESS WASTEWATER
- (SD) — STORM DRAIN
- (SS) — SANITARY SEWER
- (T/TEL) — TELEPHONE LINE
- (W) — WATER LINE
- LEACHLINE
- LEACHFIELD OUTLINE
- UG TANK OR SUMP
- MANHOLE OR SUMP
- CULVERT
- FH
- PIV, CV, FDC
- VALVE
- ×15.25 — SPOT ELEVATION
- 70 — CONTOUR
- ℄/SWALE/DITCH
- VINEROW
- VINEYARD LIMITS
- X — X — FENCE
- PROPERTY LINE
- EASEMENT
- CP # / N / E / ELEV — CONTROL POINT

NEW

- (E/ELEC) — ELECTRICAL
- (FP) — FIRE PROTECTION
- (G) — GAS
- (IRR) — IRRIGATION
- (OH) — OVERHEAD POWERLINE
- (PW) — PROCESS WASTEWATER
- (SD) — STORM DRAIN
- (SS) — SANITARY SEWER
- (T/TEL) — TELEPHONE LINE
- (W) — WATER LINE
- LEACHLINE
- LEACHFIELD OUTLINE
- UG TANK OR SUMP
- MANHOLE OR SUMP
- CULVERT
- 2 / 1 2:1 — GRADE (2 HORIZ TO 1 VERT)
- 2% S=0.02 — SLOPE (PERCENT)
- XX / 232.00 — ELEVATION
- TOP OF CUT/BANK
- 2:1 — EMBANKMENT
- TOE OF FILL
- GRADE BREAK
- 70 — CONTOUR
- ℄/SWALE/DITCH
- X — X — FENCE
- REMOVE OR ABANDON
- FH
- PIV, CV, FDC
- SPRINKLER RISER
- THRUSTBLOCK
- HOSE BIBB
- CONNECTION POINT
- CAP OR PLUG
- CLAY OR SLURRY CEMENT PLUG
- CHECK VALVE
- GATE VALVE
- BALL VALVE
- BUTTERFLY VALVE
- PLUG VALVE
- REDUCER/ENLARGER
- CO — CLEANOUT
- DS — DOWNSPOUT
- DRAINAGE STRUCTURE
- ACCESSIBLE PARKING
- ACCESSIBLE PATH OF TRAVEL
- RIPRAP ENERGY DISSIPATOR
- OVERLAND RELEASE ROUTE

GENERAL NOTES (CONTINUED)

16. UNDERGROUND SERVICE ALERT (U.S.A.) – CALL TOLL FREE (800) 642-2444 AT LEAST 48 HOURS PRIOR TO EXCAVATION.
17. THE CONTRACTOR SHALL NOTIFY P.G.&E. AND AT&T PRIOR TO STARTING ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THESE UTILITY COMPANIES INFORMED OF THE CONSTRUCTION SCHEDULE.
18. THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS AND INSPECTIONS FROM CITY OF ST HELENA. THE OWNER WILL MAKE APPLICATIONS AND PAY ALL PERMIT FEES.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FACILITIES AND IMPROVEMENTS FROM DAMAGE RESULTING FROM CONSTRUCTION WORK. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
20. CONTRACTOR SHALL COORDINATE CONSTRUCTION WORK WITH EXISTING FACILITIES REQUIREMENTS & OPERATIONS. CONTRACTOR SHALL BE PREPARED TO PHASE PORTIONS OF THE WORK SO THAT IT DOES NOT INTERFERE WITH OR INHIBIT EXISTING FACILITY OPERATIONS.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ACCESS TO THE SITE AND ADJOINING OPERATIONS OPEN TO THE OWNERS AT ALL TIMES.
22. OBTAINING OF CONSTRUCTION WATER AND UTILITIES SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE(S).
23. WORK DONE WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE DONE UNDER A COUNTY ENCROACHMENT PERMIT.
24. WORK DONE WITHIN THE STATE RIGHT-OF-WAY SHALL BE DONE UNDER A CALTRANS ENCROACHMENT PERMIT.
25. ALL EXISTING VALVE AND METER BOXES, MANHOLES AND CLEANOUTS SHALL BE RAISED TO NEW GRADE AS REQUIRED.
26. ALL EXISTING FENCES AND GATES AT THE SITE SHALL BE LOCATED, PROTECTED AND MAINTAINED AT ALL TIMES.
27. ON-SITE GRADING SHALL NOT INHIBIT OFF-SITE DRAINAGE.
28. THE SCREENED CONTOURS AND TOPOGRAPHIC INFORMATION ON THESE DRAWINGS REPRESENT THE APPROXIMATE SURFACE CONDITIONS TO BE FOUND AT THE PROJECT LOCATION AS OF MAY 2007. THIS INFORMATION HAS BEEN FURNISHED BY MICHAEL BROOKS AND ASSOCIATES FOR THE BASIS OF ELEVATIONS, SEE "CONTROL" REFERENCE ON THIS DRAWING.
29. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SOIL CONDITIONS IN THE AREA OF CONSTRUCTION OPERATIONS. ALL WORK SHALL CONFORM TO A GEOTECHNICAL STUDY REPORT PREPARED FOR THE PROJECT.
30. SUBSTITUTIONS FOR MATERIALS OR EQUIPMENT INDICATED ON THE CONTRACT DRAWINGS SHALL BE REVIEWED BY THE ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR WORK AFFECTED BY SUCH CHANGES ACCOMPLISHED WITHOUT ENGINEER'S REVIEW.
31. AS THE RESPONSIBILITY FOR THE ENGINEERING DESIGN WORK DEPICTED ON THESE DRAWINGS RESTS WITH THE FIRM OF SUMMIT ENGINEERING, INC., NO CHANGES ARE TO BE MADE TO THE WORK DURING OR PRIOR TO CONSTRUCTION WITHOUT THE EXPRESSED WRITTEN PERMISSION OR ACKNOWLEDGMENT OF SUMMIT ENGINEERING, INC.
32. CONTRACTOR SHALL SALVAGE ALL EXISTING LANDSCAPING TREES THAT WOULD BE DISTURBED BY GRADING OPERATIONS AND COORDINATE RELOCATION WITH CITY OF ST HELENA ARBORIST.
33. REMOVE ONLY THOSE TREES THAT ARE NECESSARY TO CLEAR THE NEW CONSTRUCTION. NO TREE SHALL BE REMOVED WITHOUT PRIOR REVIEW FROM THE CITY OF ST HELENA ARBORIST.
34. TREE BRANCHES SHALL BE PRUNED TO PROVIDE A MINIMUM VERTICAL CLEARANCE OF 16 FEET MEASURED FROM ROAD SUBGRADE. PAINT ALL BRANCH CUTS 4 INCHES IN DIAMETER AND LARGER WITH A TREE SEAL COMPOUND WORK TO BE OVERSEEN BY CITY OF ST HELENA ARBORIST.
35. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TOOLS AND OTHER SERVICES NECESSARY FOR PROPER EXECUTION OF THIS CONTRACT.
36. THE CONTRACTOR SHALL PROVIDE THE CITY OF ST. HELENA, AS A CONDITION OF COMPLETION AND RECEIPT OF FINAL PAYMENT, A WRITTEN GUARANTEE COVERING ALL MATERIALS AND WORKMANSHIP FURNISHED AND PERFORMED FOR THIS WORK AGAINST DEFECTS FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF FILING THE NOTICE OF COMPLETION.
37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A DAILY RECORD OF "AS BUILT" CONDITIONS THAT DIFFER FROM THE ORIGINAL DRAWINGS. THE CONTRACTOR WILL BE PROVIDED WITH A SET OF REPRODUCIBLE DRAWINGS ON WHICH THE "AS BUILT" CONDITIONS SHALL BE RECORDED. THE "AS BUILT" DRAWING (SIGNED AND DATED) SHALL BE FURNISHED TO THE ENGINEER UPON COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT.
38. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS. ANY AT-RISK MONUMENTS OR MARKERS SHALL BE IDENTIFIED BY A PRE-CONSTRUCTION CORNER RECORD SUBMITTED TO THE COUNTY SURVEYOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. PRE AND POST CONSTRUCTION CORNER RECORDS SHALL BE PREPARED AS NEEDED TO PERPETUATE MONUMENT LOCATIONS THAT ARE AT RISK DUE TO PROJECT ACTIVITIES. ALL WORK TO BE PERFORMED BY A LICENSED LAND SURVEYOR. MONUMENTS AND MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED SUBJECT TO THE PROVISIONS OUTLINED ABOVE AT THE CONTRACTOR'S EXPENSE.
39. SEE DETAILED SPECIFICATIONS FOR FURTHER INFORMATION.
40. THE LIMITS OF WORK SHOWN ARE APPROXIMATE AND FOR GENERAL REFERENCE ONLY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE PROPERTY OWNER AND ALL APPLICABLE PERMITS OR EASEMENTS. THE ENGINEER OF RECORD DOES NOT ASSUME RESPONSIBILITY FOR VERIFYING PROPERTY BOUNDARIES OR SECURING RIGHTS OF ENTRY ONTO PRIVATE PROPERTY. CONTRACTOR SHALL VERIFY ALL PROPERTY LINES AND OBTAIN NECESSARY PERMISSIONS PRIOR TO COMMENCING ANY WORK BEYOND THE PUBLIC RIGHT-OF-WAY.

ACCESSIBILITY NOTES

1. ALL ACCESSIBLE PATHS OF TRAVEL WITH A DIRECTED ROUTE OF TRAVEL SHALL HAVE A MAXIMUM 1:48 (2.1%) CROSS SLOPE & MAXIMUM 1:20 (5.0%) SLOPE IN THE DIRECTION OF TRAVEL. AT AREAS WITH A NON-DIRECTED ROUTE OF TRAVEL (SUCH AS COURTYARD) AND AT CHANGES IN DIRECTION AT A DIRECTED ROUTE OF TRAVEL, THE SLOPE SHALL NOT EXCEED 1:48 (2.1%) IN ANY DIRECTION.
2. ALL ACCESSIBLE PARKING AREAS SHALL HAVE A MAXIMUM SLOPE OF 2% IN ALL DIRECTIONS.
3. FINISH GRADE ADJACENT TO ALL ACCESSIBLE PATH OF TRAVEL TO BE MAXIMUM 1/2" BELOW TOP OF FINISH SURFACE ELEVATION, TYP.
4. CONC CURB ELEVATION SHALL BE 6" ABOVE ADJACENT CONCRETE PATH ELEVATION, UNO.
5. ALL RAMP LANDINGS TO HAVE A MAXIMUM SLOPE OF 1:48 (2.1%) IN ALL DIRECTIONS.
6. ALL ACCESSIBLE RAMPS TO HAVE A MAXIMUM 1:48 (2.1%) CROSS SLOPE AND A MAXIMUM SLOPE OF 1:12 (8.3%) IN THE DIRECTION OF TRAVEL.
7. ALL ACCESSIBLE RAMPS WIDTHS SHALL BE AT LEAST 48" WIDE. ALL WALKS SHALL BE AT LEAST 48" WIDE, MEASURED FROM BACK OF CURB WHEN ADJACENT TO A VEHICLE AREA.
8. ACCESSIBLE RAMP LANDINGS AT TOP AND BOTTOM OF RAMPS SHALL BE AS FOLLOWS:
   - A. DIMENSION TOP LANDING NOT LESS THAN 60" X 60.
   - B. DIMENSION BOTTOM LANDING NOT LESS THAN RAMP WIDTH BY 72" IN LENGTH.
   - C. INDICATE DOORS IN THE FULLY OPEN POSITION NOT REDUCING THE REQUIRED RAMP LANDING WIDTH BY MORE THAN 3.
   - D. INDICATE DOORS IN A POSITION NOT REDUCING THE MINIMUM DIMENSION OF THE LANDING TO LESS THAN 42 INCHES.
   - E. PROVIDE INTERMEDIATE LANDINGS FOR RAMPS SUCH THAT VERTICAL RISE DOES NOT EXCEED 30" BETWEEN LANDINGS. INTERMEDIATE LANDINGS AT A CHANGE OF DIRECTION, SHALL HAVE DIMENSIONS IN THE DIRECTION OF THE DOWNWARD RAMP RUN OF NOT LESS THAN 72".
9. DETECTABLE/TACTILE WARNING SURFACE TILES SHALL BE VITRIFIED POLYMER COMPOSITE (VPC) WITH AN ULTRA VIOLET STABILIZED COATING EMPLOYING ALUMINUM OXIDE PARTICLES. PROVIDE ONE DSAAC-APPROVED PRODUCTS IN YELLOW FEDERAL COLOR NO. 33538 PER CBC SECTION 11B.705.1.1.3 OF THE 7/1/2021 SUPPLEMENT TO THE 2019 CBC. SEE CITY STAND NO 317 FOR ADDITIONAL INFORMATION.

SHEET NUMBERING GUIDE

SHEET No.	TYPICAL CONTENT
C1.X	TITLE SHEET, NOTES & GENERAL INFORMATION SHEETS
C2.X	OVERALL SITE PLANS, EXISTING CONDITIONS AND DEMOLITION PLANS
C3.X	LAYOUT AND HORIZONTAL CONTROL PLANS (OR COMBINED PLAN)
C4.X	GRADING PLANS
C5.X	UTILITY PLANS
C6.X	STORMWATER MANAGEMENT PLANS
C7.X	PLAN & PROFILE DRAWINGS
C8.X	SECTIONS
C9.X	DETAILS

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SHEET C1.1 2 OF 11

EROSION AND SEDIMENT CONTROL NOTES

1. EROSION & SEDIMENT CONTROL MEASURES AS INDICATED ON THE PLANS SHALL INCLUDE, BUT NOT BE LIMITED, TO THE FOLLOWING:

   A. STABILIZED CONSTRUCTION ENTRANCE AND EXITS TO REDUCE TRACKING OF MUD AND DIRT ONTO PUBLIC ROADS BY CONSTRUCTION VEHICLES.

   B. EARTH BERMS TO DIVERT RUN-OFF AWAY FROM THE WORK AREA OR TO CONTAIN RUN-OFF WITHIN A SPECIFIED AREA.

   C. FIBER ROLLS OR SILT FENCES BELOW THE TOE OF EXPOSED AND ERODIBLE SLOPES, DOWNSLOPE OF EXPOSED SOIL AREAS, AND AS INDICATED ON THE PLANS.

   D. COBBLE OR RIPRAP PROTECTION FOR STORM DRAIN PIPE OUTLETS AND DRAINAGE DITCHES.

   E. ROCK OR FIBER ROLL CHECK DAMS TO REDUCE VELOCITY OF CONCENTRATED FLOW AND ENCOURAGE SEDIMENT SETTLING.

   F. EARTH BERM SEDIMENT TRAPS WITH ROCK FILTER OUTLET, TO ALLOW SEDIMENT IN COLLECTED SW TO SETTLE OUT AND BE FILTERED.

   G. DROP INLET GRAVEL FILTERS TO PROTECT STORM DRAIN INLETS THAT ARE SUBJECT TO RUN-OFF FROM CONSTRUCTION ACTIVITIES.

   H. PROTECTION OF CUT OR FILL SLOPES, BORROW AREAS AND SOIL STOCKPILE AREAS WITH IMPERMEABLE COVER IF OTHER MEASURES ARE NOT IN PLACE.

   I. MOISTURE CONDITIONING AND TRACKWALKING OF ALL FILL SLOPES AND HORIZONTAL SURFACES DISTURBED BY CONSTRUCTION OPERATIONS WITH A HEAVY BULLDOZER TO PROVIDE A FIRM AND UNIFORMLY ROUGHENED SURFACE, FREE OF LOOSE MATERIAL.

   J. REVEGETATION

   1.1. MATERIALS: SEED MIX AS REQUIRED BY CITY OF ST HELENA:

   a. SEED SPECIES — % OF MIX

BLANDO BROME	40
ZORRO ANNUAL FESCUE	8
LANA VETCH	12
ROSE CLOVER	15
CRIMSON CLOVER	15
SUB CLOVER	10

   APPLIED AT A RATE OF 37 LBS/ACRE

   b. MULCH FIBER
   HYDROSEED — 750 LBS/ACRE

   c. FERTILIZER OPTIONS

12-12-12	400 LBS/ACRE
15-15-15	300 LBS/ACRE
16-20-20	300 LBS/ACRE

   d. STRAW (80% COVERAGE) — 4000 LBS/ACRE

   1.2. APPLICATIONS:

   a. STRAW MULCH AND HYDROSEED

   COMBINED APPLICATION OF SEED, FERTILIZER AND STRAW SHALL BE APPLIED TO ALL CUT AND FILL SLOPES AND DISTURBED AREAS WITH SLOPES GREATER THAN 15%.

   EXCEPTIONS
   · INTERIOR SLOPES OF PONDS AND WETLAND CELLS
   · INTERIOR SLOPES OF "V" DITCHES
   · LANDSCAPED AREA TO BE ESTABLISHED PRIOR TO OCTOBER 15TH

   b. HYDROMULCH

   COMBINED APPLICATION OF SEED, MULCH FIBER AND FERTILIZER ON ALL DISTURBED AREAS WITH SLOPES LESS THAN 15%.

   EXCEPTIONS
   · BUILDING PAD
   · TOP OF DIKE
   · INTERIOR OF PONDS
   · ROADWAY SURFACES

   K. OTHER STORMWATER MANAGEMENT MEASURES SHALL BE UTILIZED AS FIELD CONDITIONS REQUIRE.

2. REQUIREMENTS:

   A. CONTRACTOR SHALL INSTALL BEST MANAGEMENT PRACTICES (BMP'S) WITH THE INTENT OF PREVENTING SEDIMENT OR OTHER CONTAMINANTS FROM LEAVING THE SITE AND ENTERING DRAINAGE WAYS.

   B. CONTRACTOR SHALL MINIMIZE DISTURBANCES OF EXISTING SOILS OUTSIDE OF THE LIMITS OF THE WORK AREA AND AS INDICATED ON PLAN.

   C. (IF SWPPP IS REQUIRED) A NOTICE OF INTENT SHALL BE FILED BY THE OWNER FOR THIS PROJECT PER NPDES REQUIREMENTS. CONTRACTOR SHALL COMPLY WITH ALL NPDES GENERAL PERMIT NO. CAS000002 AND SWPPP REQUIREMENTS.

   D. INSTALLATION OF ALL BMP'S SHALL BE COMPLETED PRIOR TO OCTOBER 15TH OR BEFORE THE START OF CONSTRUCTION IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN. ALL BMP'S SHALL BE MAINTAINED FOR THE ENTIRE PERIOD BETWEEN OCTOBER 15TH AND APRIL 15TH OF EACH YEAR WHERE CONSTRUCTION ACTIVITY OCCURS ON THE SITE.

   E. WHEN TEMPORARY MEASURES HAVE SERVED THEIR INTENDED PURPOSE AND THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, THE MEASURES CAN BE REMOVED AND ANY SEDIMENT DEPOSITS DISPOSED OF ACCORDING TO LOCAL, STATE AND FEDERAL ORDINANCES. DISPOSAL OR REUSE OF SEDIMENT ON-SITE AS FILL MUST HAVE THE APPROVAL OF THE SOILS ENGINEER.

   F. STORMWATER MANAGEMENT MEASURES SHOWN ON THE PLAN THAT INTERFERE WITH THE WORK MAY BE RELOCATED OR MODIFIED WITH APPROVAL OF LOCAL GOVERNING AGENCY AND/OR ENGINEER.

   G. AFTER UTILITY TRENCHES ARE BACKFILLED AND COMPACTED AND PRIOR TO PERMANENT RESURFACING, THE SURFACES OVER THE UTILITY TRENCH SHALL BE SURFACED WITH TEMPORARY ASPHALT PAVING OR BE MOUNDED TO PREVENT CHANNELING OF WATER IN THE TRENCH AREA.

   H. INSTALLATION OF GRAVEL ROADWAYS, WALKWAYS, OR OTHER MEASURES SHALL BE UTILIZED IN ADDITION TO WATER OR OTHER DUST PALLIATIVES TO CONTROL AND PREVENT BLOWING DUST OR MINIMIZE THE CREATION OF DUST.

3. MAINTENANCE

   A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF BMP'S AT ALL TIMES DURING THE CONSTRUCTION PERIOD. ALL BMP'S SHALL BE INSPECTED AND REPAIRED AS REQUIRED AT THE END OF EACH WORKING DAY.

EROSION AND SEDIMENT CONTROL NOTES (CONTINUED)

   B. AFTER THE FIRST HEAVY RAIN OF THE SEASON, THE BMP'S SHALL BE INSPECTED FOR DEFICIENCIES. FIBER ROLLS, DITCHES, ROCK RIPRAP OR OTHER BMP'S WILL BE ADDED AS NECESSARY TO ENSURE THAT WATER POLLUTION IS MINIMIZED TO THE MAXIMUM EXTENT PRACTICAL.

   C. AFTER HEAVY RAINS, THE SITE SHALL BE INSPECTED FOR EXCESSIVE EROSION AND ERODED AREAS REPAIRED AS REQUIRED BY ADDING RIPRAP OR COBBLE TO PREVENT FURTHER EROSION.

   D. SEDIMENT IS TO BE REMOVED FROM SEDIMENT TRAPS WHEN SEDIMENT LEVEL REACHES 50% OF MAXIMUM.

   E. DURING THE RAINY SEASON, ALL PAVED SURFACES SHALL BE MAINTAINED FREE OF EARTH MATERIAL AND DEBRIS. WHEN THE WORK REQUIRES THAT MATERIALS BE PLACED UPON PAVED SURFACES, APPROPRIATE MEASURES SHALL BE TAKEN TO PROTECT THE MATERIAL FROM ERODING.

   F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF MUD AND DEBRIS CARRIED ONTO SURROUNDING PROPERTIES, STREETS AND ROADS AS A RESULT OF CONSTRUCTION ACTIVITY ON THE SITE TO THE SATISFACTION OF THE LOCAL GOVERNING AGENCY. ANY MUD THAT IS TRACKED ONTO PUBLIC STREETS SHALL BE REMOVED THAT SAME DAY.

4. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND REFERENCE LATEST EDITION OF BMP HANDBOOK FOR FURTHER DETAILS ON BMP'S.

5. THIS PLAN WILL NOT COVER ALL THE SITUATIONS THAT MAY ARISE DURING CONSTRUCTION. ADJUSTMENTS TO THE PLAN MAY BE MADE AS CONDITIONS WARRANT WITH APPROVAL OF THE LOCAL GOVERNING AGENCY.

6. SEE CONSTRUCTION SWPPP FOR INSTALLATION AND MAINTENANCE GUIDELINES (ONLY IF SWPPP WAS REQUIRED).

7. DUST CONTROL

   A. WATER AND/OR DUST PALLIATIVES SHALL BE APPLIED IN SUFFICIENT QUANTITIES DURING GRADING AND OTHER GROUND DISTURBING ACTIVITIES ON-SITE TO MINIMIZE THE AMOUNT OF DUST PRODUCED. OUTDOOR CONSTRUCTION ACTIVITIES SHALL NOT OCCUR WHEN AVERAGE WIND SPEEDS EXCEED 20 MPH.

8. AIR QUALITY

   A. DURING ALL CONSTRUCTION ACTIVITIES THE PERMITTEE SHALL COMPLY WITH THE MOST CURRENT VERSION OF BAAQMD BASIC CONSTRUCTION BEST MANAGEMENT PRACTICES INCLUDING BUT NOT LIMITED TO THE FOLLOWING, AS APPLICABLE:

   8.1. POST A PUBLICLY VISIBLE SIGN WITH THE TELEPHONE NUMBER AND PERSON TO CONTACT AT THE LEAD AGENCY REGARDING DUST COMPLAINTS. THE BAAQMD'S PHONE NUMBER SHALL ALSO BE VISIBLE.

   8.2. WATER ALL EXPOSED SURFACES (E.G., PARKING AREAS, STAGING AREAS, SOIL PILES, GRADING AREAS, AND UNPAVED ACCESS ROADS) TWO TIMES PER DAY.

   8.3. COVER ALL HAUL TRUCKS TRANSPORTING SOIL, SAND, OR OTHER LOOSE MATERIAL OFF-SITE.

   8.4. REMOVE ALL VISIBLE MUD OR DIRT TRACED ONTO ADJACENT PUBLIC ROADS BY USING WET POWER VACUUM STREET SWEEPERS AT LEAST ONCE PER DAY. THE USE OF DRY POWER SWEEPING IS PROHIBITED.

   8.5. ALL VEHICLE SPEEDS ON UNPAVED ROADS SHALL BE LIMITED TO 15 MPH.

   8.6. ALL ROADWAYS, DRIVEWAYS, AND SIDEWALKS TO BE PAVED SHALL BE COMPLETED AS SOON AS POSSIBLE. BUILDING PADS SHALL BE LAID AS SOON AS POSSIBLE AFTER GRADING UNLESS SEEDING OR SOIL BINDERS ARE USED.

   8.7. IDLING TIMES SHALL BE MINIMIZED EITHER BY SHUTTING OFF EQUIPMENT WHEN NOT IN USE OR REDUCING THE MAXIMUM IDLING TIME TO FIVE (5) MINUTES (AS REQUIRED BY STATE REGULATIONS). CLEAR SIGNAGE SHALL BE PROVIDED FOR CONSTRUCTION WORKERS AT ALL ACCESS POINTS.

   8.8. ALL CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED AND PROPERLY TUNED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. ALL EQUIPMENT SHALL BE CHECKED BY A CERTIFIED VISIBLE EMISSIONS EVALUATOR. ANY PORTABLE ENGINES GREATER THAN 50 HORSEPOWER OR ASSOCIATED EQUIPMENT OPERATED WITHIN THE BAAQMD'S JURISDICTION SHALL HAVE EITHER A CALIFORNIA AIR RESOURCES BOARD (ARB) REGISTRATION PORTABLE EQUIPMENT REGISTRATION PROGRAM (PERP) OR A BAAQMD PERMIT. FOR GENERAL INFORMATION REGARDING THE CERTIFIED VISIBLE EMISSIONS EVALUATOR OR THE REGISTRATION PROGRAM, VISIT THE ARB FAQ HTTP://WWW.ARB.CA.GOV/

9. ARCHEOLOGICAL FINDING

   A. IN THE EVENT THAT ARCHEOLOGICAL ARTIFACTS OR HUMAN REMAINS ARE DISCOVERED DURING CONSTRUCTION, WORK SHALL CEASE IN A 50-FOOT RADIUS SURROUNDING THE AREA OF DISCOVERY. THE PERMITTEE SHALL CONTACT THE PBES DEPARTMENT FOR FURTHER GUIDANCE, WHICH WILL LIKELY INCLUDE THE REQUIREMENT FOR THE PERMITTEE TO HIRE A QUALIFIED PROFESSIONAL TO ANALYZE THE ARTIFACTS ENCOUNTERED AND TO DETERMINE IF ADDITIONAL MEASURES ARE REQUIRED. IF HUMAN REMAINS ARE ENCOUNTERED DURING PROJECT DEVELOPMENT, ALL WORK IN THE VICINITY MUST BE HALTED, AND THE CITY OF ST HELENA CORONER INFORMED, SO THAT THE CORONER CAN DETERMINE IF AN INVESTIGATION OF THE CAUSE OF DEATH IS REQUIRED, AND IF THE REMAINS ARE OF NATIVE AMERICAN ORIGIN. IF THE REMAINS ARE OF NATIVE AMERICAN ORIGIN, THE PERMITTEE SHALL COMPLY WITH THE REQUIREMENTS OF PUBLIC RESOURCES CODE SECTION 5097.98.

CONCRETE REINFORCING

1. REINFORCING SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF ASTM A615, GRADE 60 FOR NO. 5 BARS AND LARGER, GRADE 40 FOR NO. 4 BARS AND SMALLER. TIE WIRES TO BE 18 GAGE (OR HEAVIER), BLACK ANNEALED.

2. REINFORCING BARS SHALL BE FREE FROM LOOSE RUST OR ANY OTHER COATING WHICH WILL REDUCE BOND.

3. REINFORCING BARS SHALL NOT BE BENT OR STRAIGHTENED IN A MANNER WHICH WILL WEAKEN THE MATERIAL, AND SHALL BE ACCURATELY PLACED AND POSITIVELY SECURED.

4. THE CLEAR DISTANCE BETWEEN PARALLEL BARS IN A LAYER SHALL NOT BE LESS THAN 1 1/2 TIMES THE NOMINAL DIAMETER OF THE BARS, OR 1 1/3 TIMES THE MAXIMUM SIZE AGGREGATE, NOR LESS THAN 1 1/2".

5. STANDARD LAP SPLICE LENGTH SCHEDULE:

BAR	2500 PSI CONC	3000 PSI CONC	4000 PSI CONC
#4	22"	20"	18"
#5	39"	36"	32"
#6	46"	44"	38"
#7	68"	62"	54"
#8	78"	72"	62"
#9	88"	80"	70"

6. WHEN LAP SPLICING REINFORCEMENT BARS OF DIFFERENT SIZES, USE THE LARGEST BAR LAP SPLICE LENGTH.

7. UNLESS OTHERWISE NOTED, CONCRETE COVERAGE OF REINFORCING BARS SHALL BE AS FOLLOWS:
   A. 3" WHERE CONCRETE IS DEPOSITED DIRECTLY AGAINST EARTH.
   B. 2" WHERE CONCRETE IS EXPOSED TO EARTH BUT IS DEPOSITED IN FORMS.
   C. 1 1/2" FOR ALL OTHER CONDITIONS.

8. SEE DETAILED SPECIFICATIONS FOR FURTHER INFORMATION.

CONCRETE NOTES

1. CONCRETE SHALL DEVELOP THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS.

   A. WALLS AND SLABS ON GRADE: 4000 PSI
   B. BUILDING FOUNDATIONS: 3000 PSI
   C. MISCELLANEOUS CONCRETE: 2500 PSI

2. SLUMPS SHALL BE NOT LESS THAN 2" AND NOT MORE THAN 4".

3. CONCRETE SHALL BE PLACED IN A CONTINUOUS OPERATION UNTIL THE SECTION IS COMPLETED BETWEEN CONSTRUCTION JOINTS INDICATED ON DRAWINGS. CONCRETE SHALL BE OF A CONSISTENCY TO PERMIT PLACING COMPLETELY AROUND REINFORCING BARS AND AGAINST FORMS.

4. EXPOSED SURFACES OF CONCRETE SHALL BE KEPT MOIST OR CURED BY PROTECTIVE COVERINGS APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

5. FORMS SHALL BE TIGHT, CLEAN AND WETTED BEFORE PLACING CONCRETE.

6. CONCRETE MIX DESIGNS SHALL BE REVIEWED BY THE ENGINEER PRIOR TO SCHEDULING PLACING OF CONCRETE.

7. LIMIT WATER/CEMENT RATIO FOR SLABS TO 0.47 MAXIMUM.

8. ALL CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI AND CALIFORNIA BUILDING CODE.

9. PORTLAND CEMENT SHALL BE A STANDARD BRAND CONFORMING TO ASTM C-150, TYP 2.

10. ALL CONCRETE SHALL BE TRANSIT MIXED IN ACCORDANCE WITH ASTM C94.

11. SEE DETAILED SPECIFICATIONS FOR FURTHER INFORMATION.

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CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

GENERAL INFORMATION

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG

SHEET C1.2
3 OF 11

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0 60 120
GRAPHIC SCALE IN FEET

SULPHUR SPRINGS CREEK

FEMA REGULATORY FLOODWAY

FEMA 100-YEAR FLOODPLAIN

FEMA REGULATORY FLOODWAY

MITCHELL DR

SPRING ST

TANNER ST

SHEET C7.0

SHEET C7.1

SH

CP #15
N: 3668.03
E: 6090.71
ELEV 238.59
SET90D W. 2' EP

CP #5
N: 4045.21
E: 5573.18
ELEV 248.74
SETMAGnw.OAK/PT

10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00

OAK AVENUE

CP #18
N: 3572.53
E: 6299.85
ELEV 236.70
SETMAG S.ISLAND

CP #20
N: 3468.88
E: 6514.66
ELEV 237.31
SET90D GVL PKG

CP #14
N: 3822.80
E: 5944.20
ELEV 241.77
SETMAG S.E. INT

CP #16
N: 3919.23
E: 5981.23
ELEV 241.37
SETMAGldzSPRGst

CP #13
N: 3935.33
E: 5792.93
ELEV 244.21
SETMAG S.ATT DW

CP #22
N: 3372.15
E: 6629.11
ELEV 234.62
SET90 10'E.TOB

APPROXIMATE SULPHUR SPRINGS CREEK FLOW LINE

HATCH REPRESENTS APPROXIMATE LIMITS OF MAINTENANCE GRIND & OVERLAY FOR SPRING ST

MONEY WAY

MATCHLINE SEE BELOW LEFT

MITCHELL DR

SPRING ST

CP #21
N: 3763.39
E: 6536.80
ELEV 235.08
SETMAG MAIN/MIT

CP #17
N: 3998.88
E: 6088.66
ELEV 240.84
SCRBDxN.W. STA.

MAIN ST (HWY 29)

MAIN ST (HWY 29)

ADAMS ST

CP #10
N: 4225.62
E: 5103.88
ELEV 261.93
SET MAG S.PRKNG

PINE ST

MADRONA ST

ANDREA AVE

SHEET C7.2

SHEET C7.3

SHEET C7.4

CP #4
N: 4324.24
E: 5211.57
ELEV 258.79
SETMAGnw.OAK/AD

CP #9
N: 4490.29
E: 4994.03
ELEV 263.61
SET90D W. PLNTR

CP #2
N: 4657.03
E: 4768.66
ELEV 267.65
SETMAG OAK/PINE

CP #3
N: 4898.30
E: 4442.72
ELEV 273.79
SETMAGsw.MD/OAK

K/PT

20+00 21+00 22+00 23+00 24+00 25+00 26+00 27+00 28+00 29+00 30+00 31+00 32+00 33+00

OAK AVENUE

OAK AVENUE

CP #12
N: 4190.35
E: 5456.58
ELEV 252.54
SET MAG W.3' FC

CP #7
N: 4582.59
E: 4929.51
ELEV 264.15
SET MAG W.4' FC

CP #8
N: 4596.28
E: 4911.66
ELEV 264.47
SET MAG OAK ST.

CP #6
N: 4865.86
E: 4555.75
ELEV 271.70
SETMAG W.3'FCFL

60+00 61+00 62+00 63+00

MONEY WAY

MATCHLINE SEE ABOVE RIGHT

CP #11
N: 4459.66
E: 5355.36
ELEV 255.78
SET MAG N.5.2FC

HATCH REPRESENTS APPROXIMATE LIMITS OF MAINTENANCE GRIND & OVERLAY FOR ADAMS ST

ADAMS ST

PINE ST

MADRONA ST

CP #1
N: 5000.02
E: 5000.06
ELEV 262.77
SCRBD-X NW.29PN

MAIN ST (HWY 29)

0 60 120
GRAPHIC SCALE IN FEET

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CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

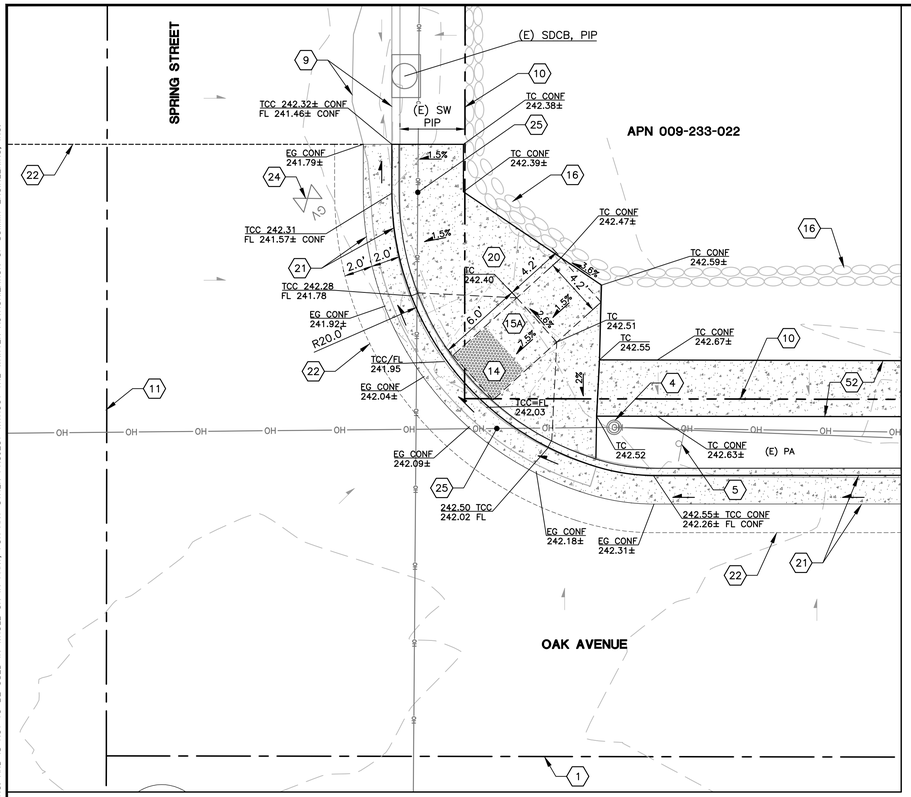
OAK AVENUE PAVEMENT RECONSTRUCTION

OVERALL SITE PLAN

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

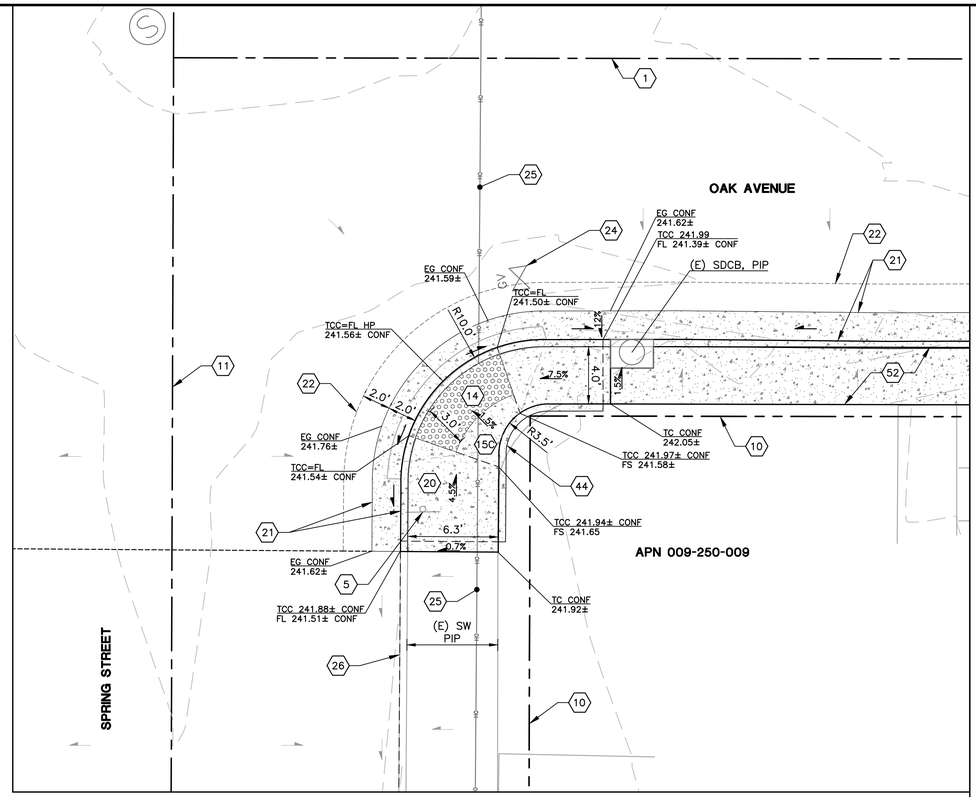
JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG

SHEET C2.0
4 OF 11



CURB RAMP #5 DETAIL-
NORTHWEST CORNER OF OAK & SPRING
SCALE: 1"=5'

1



CURB RAMP #6 DETAIL-
SOUTHWEST CORNER OF OAK & SPRING
SCALE: 1"=5'

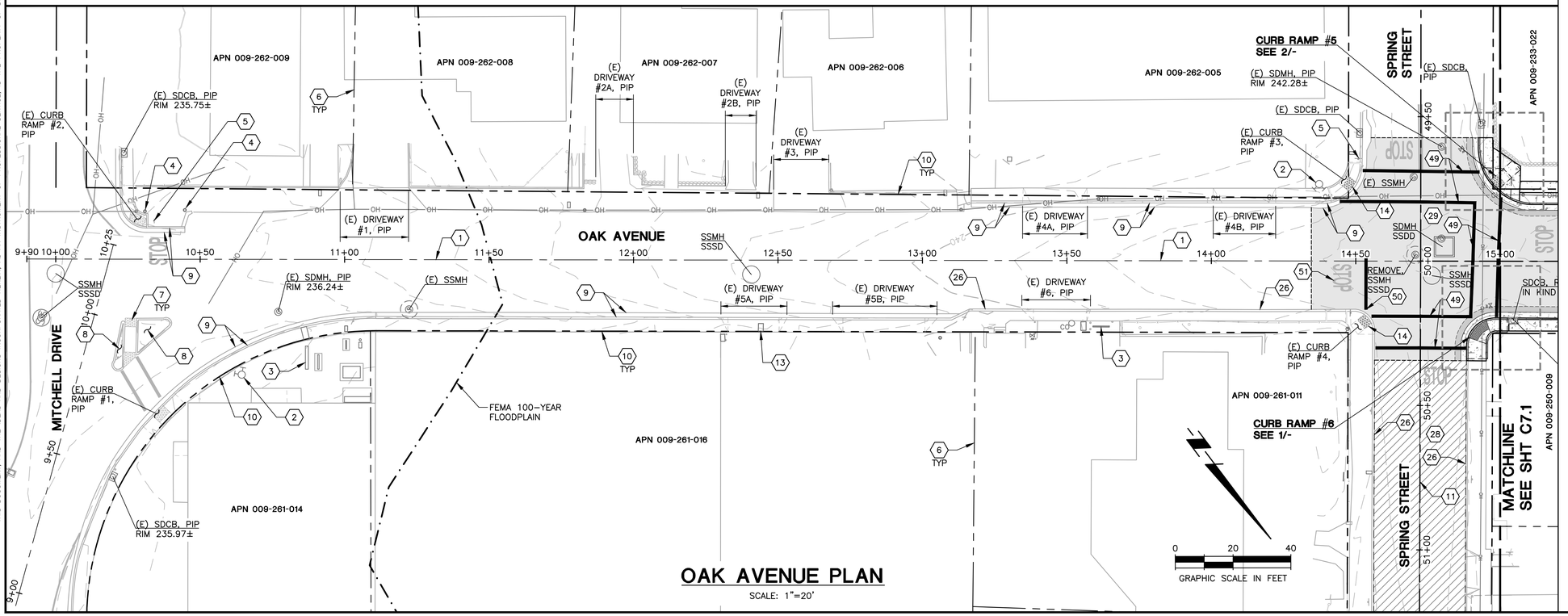
2

STREET KEY NOTES

#	DESCRIPTION
1.	CENTERLINE OF OAK AVE
2.	(E) FH, PIP
3.	(E) FP DDC, PIP
4.	(E) POWER POLE, PIP
5.	(E) STOP SIGN, PIP
6.	APPROXIMATE PROPERTY LINE, TYP
7.	HATCH REPRESENTS LIMITS OF (E) DETECTIBLE WARNING SURFACE, PIP UNO
8.	(E) CURBED PLANTER, PIP
9.	(E) CURB & GUTTER, PIP
10.	EDGE OF ROAD ROW, TYP
11.	CENTERLINE OF SPRING STREET
12.	CENTERLINE OF ADAMS STREET
13.	(E) SS VAULT, PIP
14.	HATCH REPRESENT LIMITS OF NEW DETECTIBLE WARNING SURFACE
15.	CURB RAMP PER CITY STD NO 317 A. CASE A C. CASE C F. CASE F
16.	(E) ROCK WALL, PIP
17.	DRIVEWAY APPROACH PER CITY STD NO 314
18.	HATCH REPRESENTS LIMITS OF PAVERS TO BE REMOVED AND REPLACED WITH CONCRETE SIDEWALK PER CITY STD NO 316A
19.	(E) BENCH, PIP
20.	HATCH REPRESENTS LIMITS OF CONCRETE SURFACING
21.	MODIFIED CONCRETE CURB & GUTTER PER DETAIL 6/C9.0 AND CITY STD NO 310
22.	SAWCUT AND CONFORM TO (E) GRADE
23.	(E) WATER METER, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
24.	(E) GAS VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
25.	(E) OVERHEAD POWER LINE, TYP
26.	(E) CURB, PIP
27.	(E) TREE, PIP UNO
28.	HATCH REPRESENTS LIMITS OF 2" GRIND AND OVERLAY
29.	SHADING REPRESENTS LIMITS OF ASPHALT PAVEMENT RESURFACING
30.	HATCH REPRESENTS LIMITS OF PROPOSED PLANTER AREA, TYP
31.	(E) SPEED LIMIT SIGN TO BE RELOCATED
32.	PORTION OF (E) CURB TO BE REMOVED
33.	(E) FENCE, PIP
34.	(E) GATE, PIP
35.	(E) SPEED LIMIT SIGN, PIP
36.	(E) PARKING SIGN, PIP
37.	(E) RETAINING WALL, PIP
38.	(E) FLAG POLE, PIP
39.	(E) IRRIGATION VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
40.	(E) STOP SIGN TO BE RELOCATED.
41.	(E) CURB RAMP TO REMAIN
42.	REPLACE PORTION OF (E) CURB & GUTTER
43.	(E) COMBINATION CATCH BASIN, ADJUST COVER TO FINAL GRADE, INVERT PER STORM DRAIN PLANS PIP
44.	6" RAISED CURB
45.	CONSTRUCT CURB OPENING CATCH BASIN AND LOCAL DEPRESSION PER CITY STD NO. 509.
46.	CONNECT TO (E) ROOF DRAIN LEADER
47.	DOUBLE YELLOW CENTER STRIPE PER CALTRANS A20A DETAIL 21
48.	CROSSWALK STRIPING LADDER PATTERN PER CALTRANS STANDARD A24F
49.	CROSSWALK STRIPING BASIC PATTERN PER CALTRANS STANDARD A24F, TYP
50.	LIMIT LINE (STOP LINE) PER CALTRANS SATNDARD A24G
51.	STOP LETTERING PER CALTRANS A24D, TYP
52.	HATCHED SIDEWALK REPRESENTS (E) SIDEWALK TO BE REPLACED, MATCH (E) WIDTH (4' MIN)
53.	SIDEWALK TO BE REPLACED AND WIDENED TO 6'
54.	VERIFY (E) TREE LOCATION IN FIELD. COORDINATE EXTENTS OF SIDEWALK WITH CITY.
55.	ACCESSIBLE PARALLEL PARKING STALL WITH SIGN AND PAINTED CURB

NOTES:

1. STATIONING AND PROFILE REPRESENTS ALIGNMENT ALONG CENTERLINE OF ROAD.
2. ELEVATION OF EXISTING PIPE CROSSINGS SHOWN IN PROFILE ARE ASSUMED, CONTRACTOR TO POTHOLE AND VERIFY PRIOR TO CONSTRUCTION.
3. LOCATIONS OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE, CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION.
4. SEE SEPARATE DRAWINGS FOR SS & W CONSTRUCTION.



OAK AVENUE PLAN
SCALE: 1"=20'

0 20 40
GRAPHIC SCALE IN FEET

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CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

OAK AVE PLAN - STA 10+00 TO 14+50

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG
SHEET C7.0
5 OF 11

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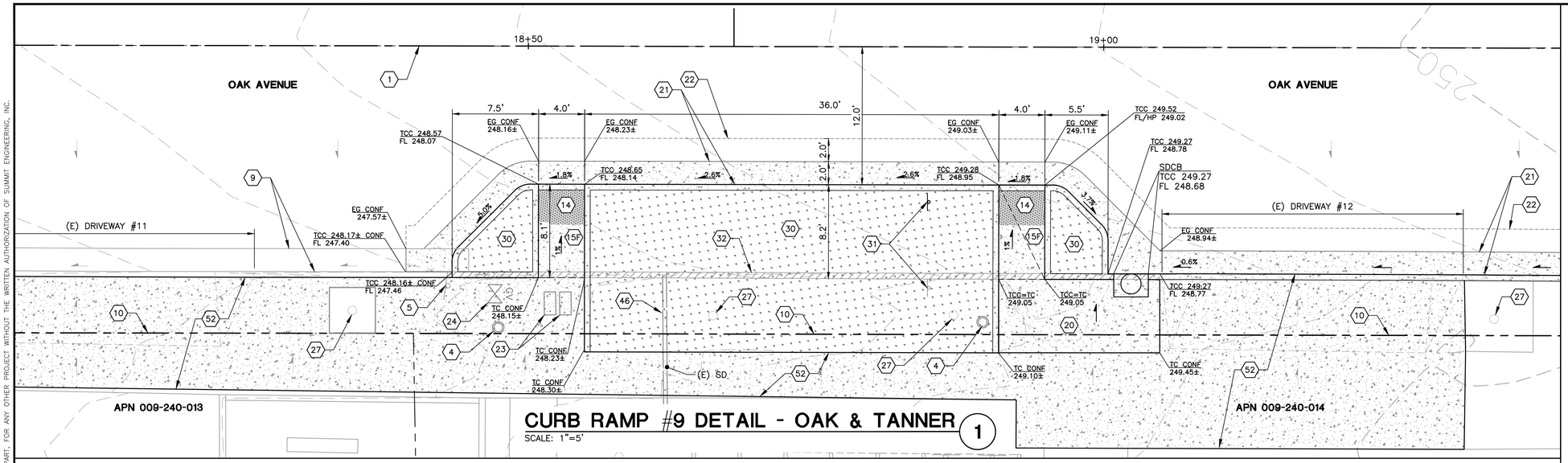
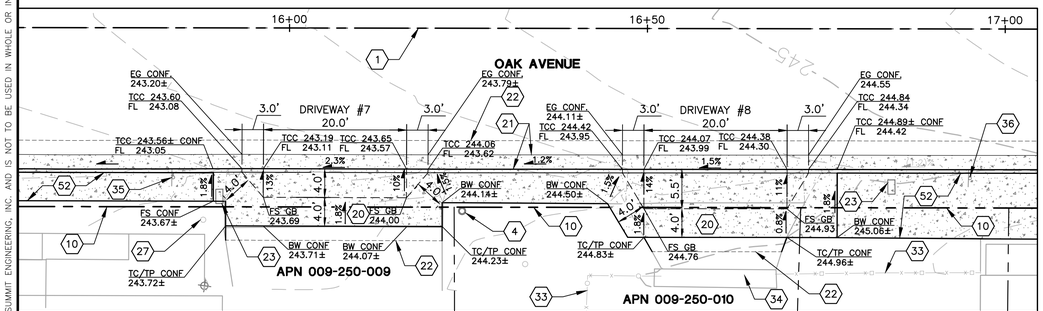


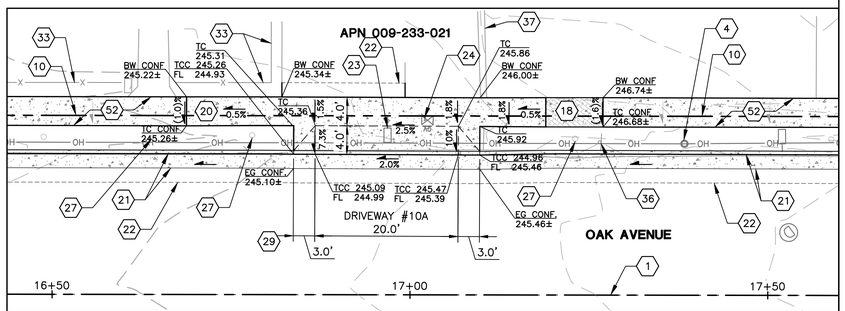
CURB RAMP #9 DETAIL - OAK & TANNER (1)

SCALE: 1"=5'



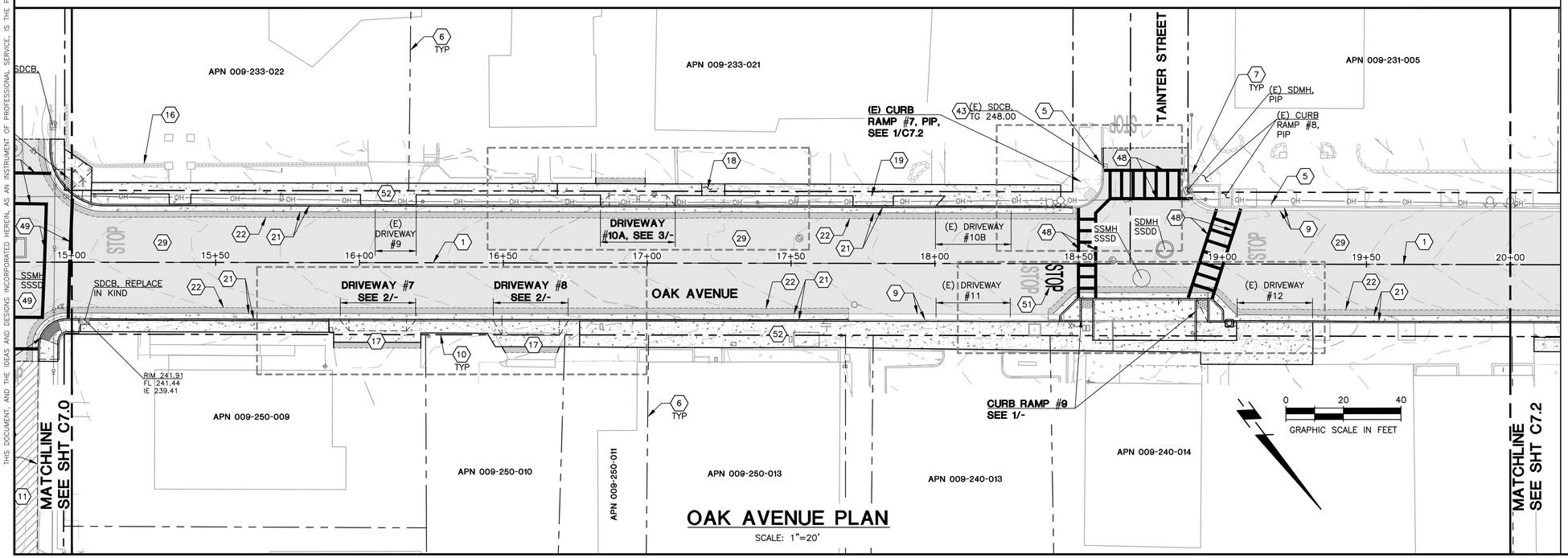
DRIVEWAY #7 & 8 APPROACH DETAIL- APN 009-250-009 & 010 (2)

SCALE: 1"=10'



DRIVEWAY #10A APPROACH DETAIL- APN 009-233-021 (3)

SCALE: 1"=10'



OAK AVENUE PLAN

SCALE: 1"=20'

STREET KEY NOTES

#	DESCRIPTION
1.	CENTERLINE OF OAK AVE
2.	(E) FH, PIP
3.	(E) FP DDC, PIP
4.	(E) POWER POLE, PIP
5.	(E) STOP SIGN, PIP
6.	APPROXIMATE PROPERTY LINE, TYP
7.	HATCH REPRESENTS LIMITS OF (E) DETECTIBLE WARNING SURFACE, PIP UNO
8.	(E) CURBED PLANTER, PIP
9.	(E) CURB & GUTTER, PIP
10.	EDGE OF ROAD ROW, TYP
11.	CENTERLINE OF SPRING STREET
12.	CENTERLINE OF ADAMS STREET
13.	(E) SS VAULT, PIP
14.	HATCH REPRESENT LIMITS OF NEW DETECTIBLE WARNING SURFACE
15.	CURB RAMP PER CITY STD NO 317 A. CASE A C. CASE C F. CASE F
16.	(E) ROCK WALL, PIP
17.	DRIVEWAY APPROACH PER CITY STD NO 314
18.	HATCH REPRESENTS LIMITS OF PAVERS TO BE REMOVED AND REPLACED WITH CONCRETE SIDEWALK PER CITY STD NO 316A
19.	(E) BENCH, PIP
20.	HATCH REPRESENTS LIMITS OF CONCRETE SURFACING
21.	MODIFIED CONCRETE CURB & GUTTER PER DETAIL 6/C9.0 AND CITY STD NO 310
22.	SAWCUT AND CONFORM TO (E) GRADE
23.	(E) WATER METER, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
24.	(E) GAS VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
25.	(E) OVERHEAD POWER LINE, TYP
26.	(E) CURB, PIP
27.	(E) TREE, PIP UNO
28.	HATCH REPRESENTS LIMITS OF 2" GRIND AND OVERLAY
29.	SHADING REPRESENTS LIMITS OF ASPHALT PAVEMENT RESURFACING
30.	HATCH REPRESENTS LIMITS OF PROPOSED PLANTER AREA, TYP
31.	(E) SPEED LIMIT SIGN TO BE RELOCATED
32.	PORTION OF (E) CURB TO BE REMOVED
33.	(E) FENCE, PIP
34.	(E) GATE, PIP
35.	(E) SPEED LIMIT SIGN, PIP
36.	(E) PARKING SIGN, PIP
37.	(E) RETAINING WALL, PIP
38.	(E) FLAG POLE, PIP
39.	(E) IRRIGATION VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
40.	(E) STOP SIGN TO BE RELOCATED.
41.	(E) CURB RAMP TO REMAIN
42.	REPLACE PORTION OF (E) CURB & GUTTER
43.	(E) COMBINATION CATCH BASIN, ADJUST COVER TO FINAL GRADE, INVERT PER STORM DRAIN PLANS PIP
44.	6" RAISED CURB
45.	CONSTRUCT CURB OPENING CATCH BASIN AND LOCAL DEPRESSION PER CITY STD NO. 509.
46.	CONNECT TO (E) ROOF DRAIN LEADER
47.	DOUBLE YELLOW CENTER STRIPE PER CALTRANS A20A DETAIL 21
48.	CROSSWALK STRIPING LADDER PATTERN PER CALTRANS STANDARD A24F
49.	CROSSWALK STRIPING BASIC PATTERN PER CALTRANS STANDARD A24F, TYP
50.	LIMIT LINE (STOP LINE) PER CALTRANS SATNDARD A24G
51.	STOP LETTERING PER CALTRANS A24D, TYP
52.	HATCHED SIDEWALK REPRESENTS (E) SIDEWALK TO BE REPLACED, MATCH (E) WIDTH (4' MIN)
53.	SIDEWALK TO BE REPLACED AND WIDENED TO 6'
54.	VERIFY (E) TREE LOCATION IN FIELD. COORDINATE EXTENTS OF SIDEWALK WITH CITY.
55.	ACCESSIBLE PARALLEL PARKING STALL WITH SIGN AND PAINTED CURB

NOTES:

1. STATIONING AND PROFILE REPRESENTS ALIGNMENT ALONG CENTERLINE OF ROAD.
2. ELEVATION OF EXISTING PIPE CROSSINGS SHOWN IN PROFILE ARE ASSUMED, CONTRACTOR TO POTHOLE AND VERIFY PRIOR TO CONSTRUCTION.
3. LOCATIONS OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE, CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION.
4. SEE SEPARATE DRAWINGS FOR SS & W CONSTRUCTION.

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CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

OAK AVE PLAN - STA 14+50 TO 19+50

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG

SHEET C7.1
6 OF 11

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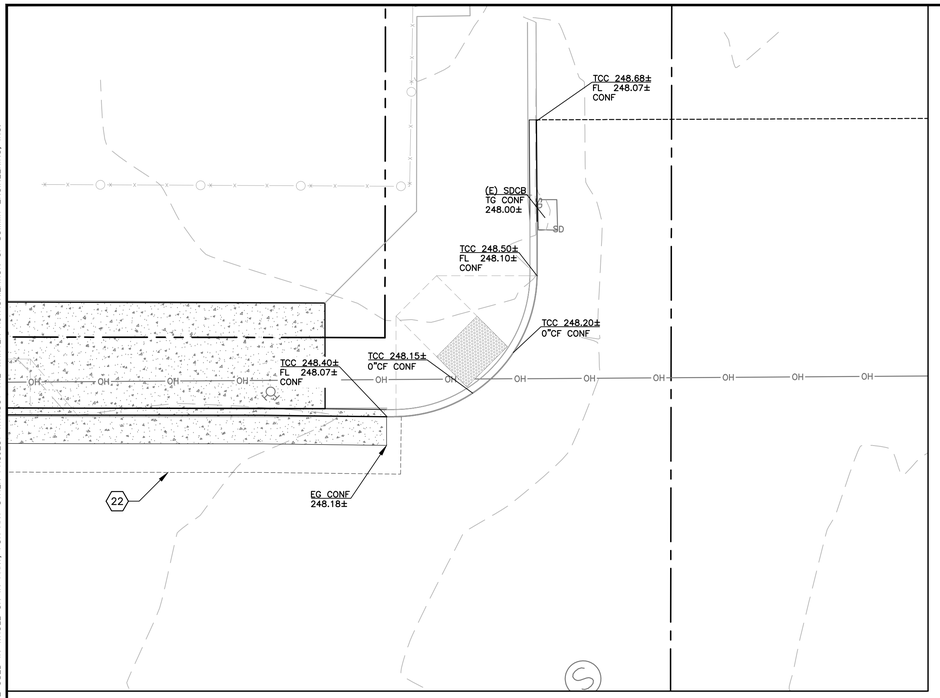
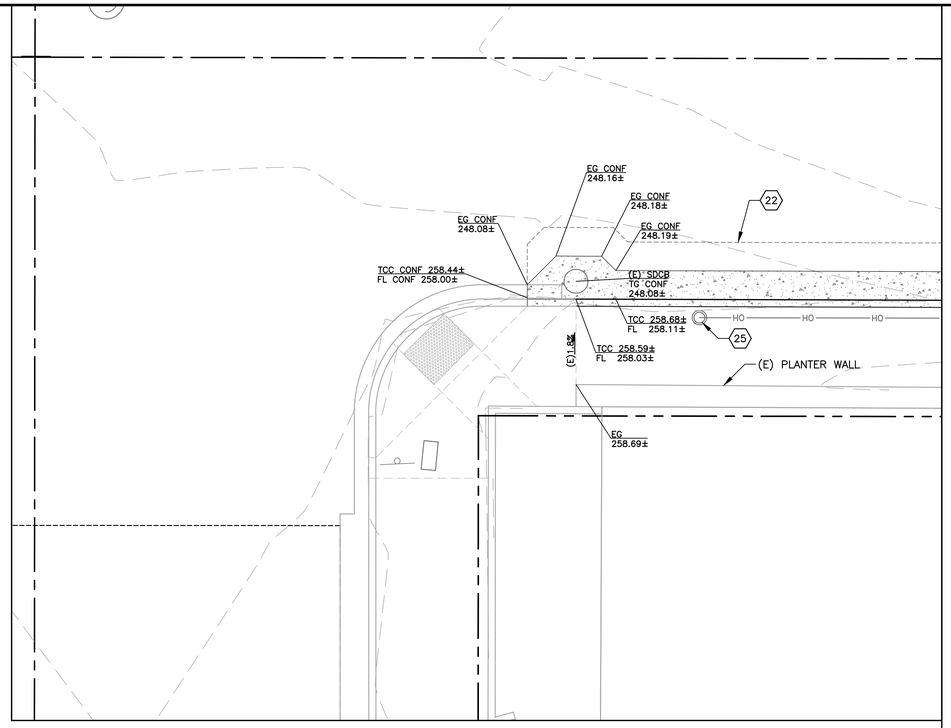
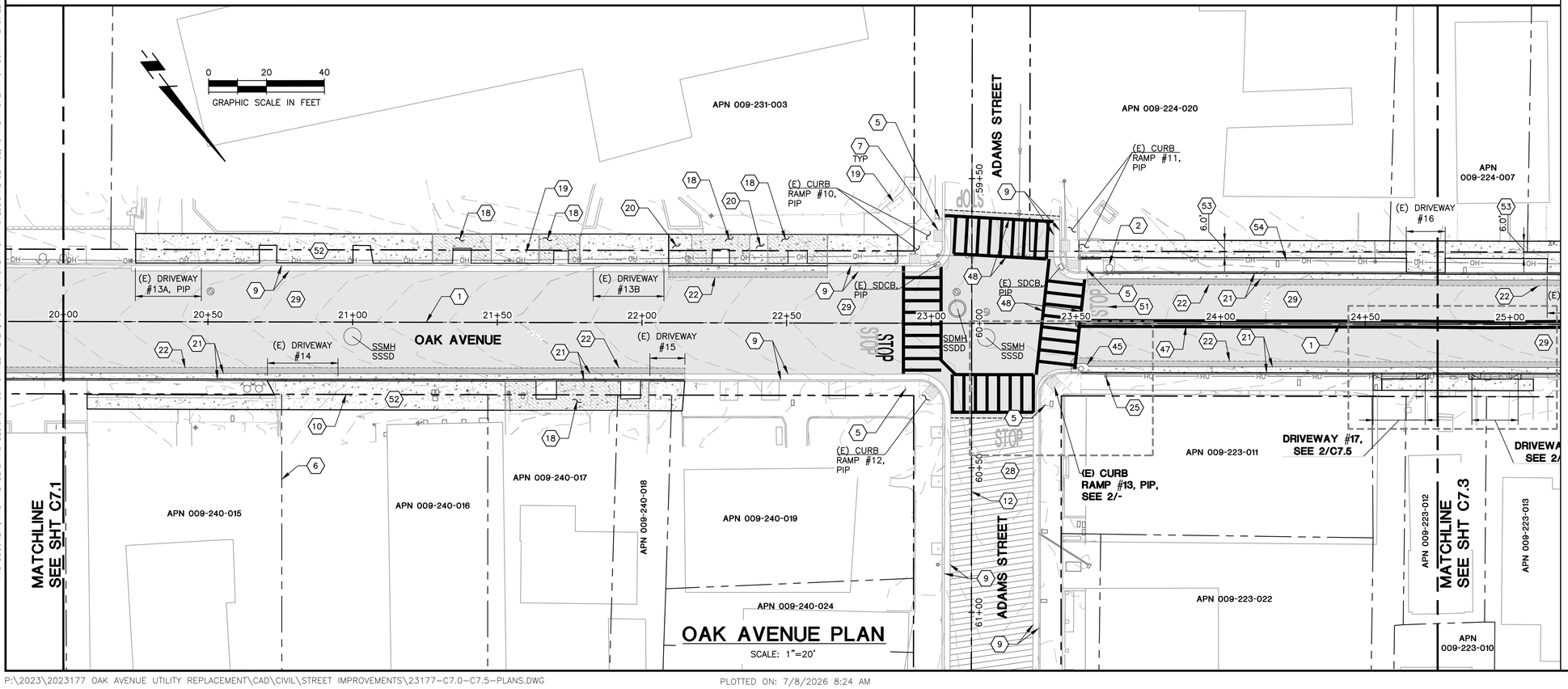


CURB RAMP #7 DETAIL-
SOUTHEAST CORNER OF OAK & TANNER
SCALE: 1"=5' (1)



CURB RAMP #13 DETAIL-
NORTHWEST CORNER OF OAK & ADAMS
SCALE: 1"=5' (2)



OAK AVENUE PLAN
SCALE: 1"=20'

STREET KEY NOTES

#	DESCRIPTION
1.	CENTERLINE OF OAK AVE
2.	(E) FH, PIP
3.	(E) FP DDC, PIP
4.	(E) POWER POLE, PIP
5.	(E) STOP SIGN, PIP
6.	APPROXIMATE PROPERTY LINE, TYP
7.	HATCH REPRESENTS LIMITS OF (E) DETECTIBLE WARNING SURFACE, PIP UNO
8.	(E) CURBED PLANTER, PIP
9.	(E) CURB & GUTTER, PIP
10.	EDGE OF ROAD ROW, TYP
11.	CENTERLINE OF SPRING STREET
12.	CENTERLINE OF ADAMS STREET
13.	(E) SS VAULT, PIP
14.	HATCH REPRESENT LIMITS OF NEW DETECTIBLE WARNING SURFACE
15.	CURB RAMP PER CITY STD NO 317 A. CASE A C. CASE C F. CASE F
16.	(E) ROCK WALL, PIP
17.	DRIVEWAY APPROACH PER CITY STD NO 314
18.	HATCH REPRESENTS LIMITS OF PAVERS TO BE REMOVED AND REPLACED WITH CONCRETE SIDEWALK PER CITY STD NO 316A
19.	(E) BENCH, PIP
20.	HATCH REPRESENTS LIMITS OF CONCRETE SURFACING
21.	MODIFIED CONCRETE CURB & GUTTER PER DETAIL 6/C9.0 AND CITY STD NO 310
22.	SAWCUT AND CONFORM TO (E) GRADE
23.	(E) WATER METER, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
24.	(E) GAS VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
25.	(E) OVERHEAD POWER LINE, TYP
26.	(E) CURB, PIP
27.	(E) TREE, PIP UNO
28.	HATCH REPRESENTS LIMITS OF 2" GRIND AND OVERLAY
29.	SHADING REPRESENTS LIMITS OF ASPHALT PAVEMENT RESURFACING
30.	HATCH REPRESENTS LIMITS OF PROPOSED PLANTER AREA, TYP
31.	(E) SPEED LIMIT SIGN TO BE RELOCATED
32.	PORTION OF (E) CURB TO BE REMOVED
33.	(E) FENCE, PIP
34.	(E) GATE, PIP
35.	(E) SPEED LIMIT SIGN, PIP
36.	(E) PARKING SIGN, PIP
37.	(E) RETAINING WALL, PIP
38.	(E) FLAG POLE, PIP
39.	(E) IRRIGATION VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
40.	(E) STOP SIGN TO BE RELOCATED.
41.	(E) CURB RAMP TO REMAIN
42.	REPLACE PORTION OF (E) CURB & GUTTER
43.	(E) COMBINATION CATCH BASIN, ADJUST COVER TO FINAL GRADE, INVERT PER STORM DRAIN PLANS PIP
44.	6" RAISED CURB
45.	CONSTRUCT CURB OPENING CATCH BASIN AND LOCAL DEPRESSION PER CITY STD NO. 509.
46.	CONNECT TO (E) ROOF DRAIN LEADER
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49.	CROSSWALK STRIPING BASIC PATTERN PER CALTRANS STANDARD A24F, TYP
50.	LIMIT LINE (STOP LINE) PER CALTRANS SATNDARD A24G
51.	STOP LETTERING PER CALTRANS A24D, TYP
52.	HATCHED SIDEWALK REPRESENTS (E) SIDEWALK TO BE REPLACED, MATCH (E) WIDTH (4' MIN)
53.	SIDEWALK TO BE REPLACED AND WIDENED TO 6'
54.	VERIFY (E) TREE LOCATION IN FIELD. COORDINATE EXTENTS OF SIDEWALK WITH CITY.
55.	ACCESSIBLE PARALLEL PARKING STALL WITH SIGN AND PAINTED CURB

NOTES:

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CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

OAK AVE PLAN - STA 19+50 TO 24+50

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG

SHEET C7.2
7 OF 11

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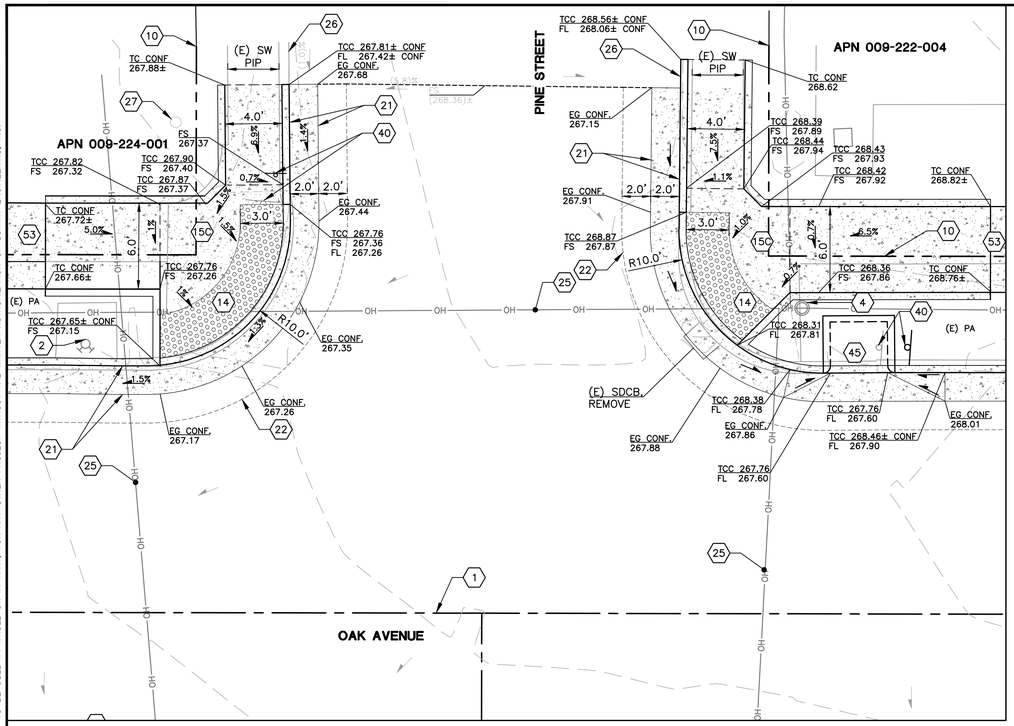
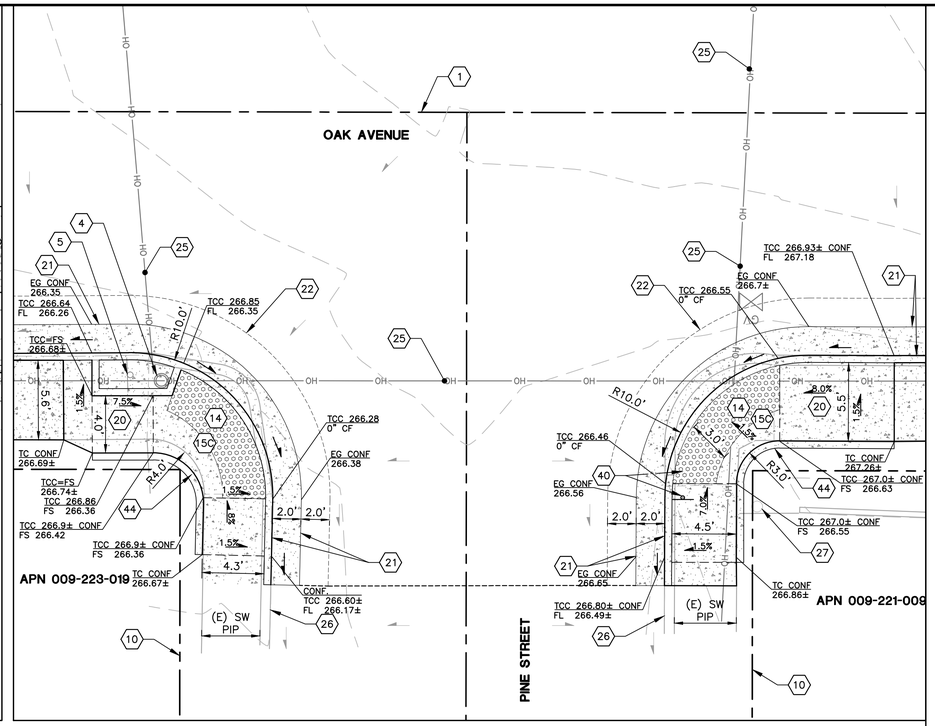


CURB RAMP #14 & 15 DETAILS- SOUTH CORNERS OF OAK & PINE

SCALE: 1"=5'

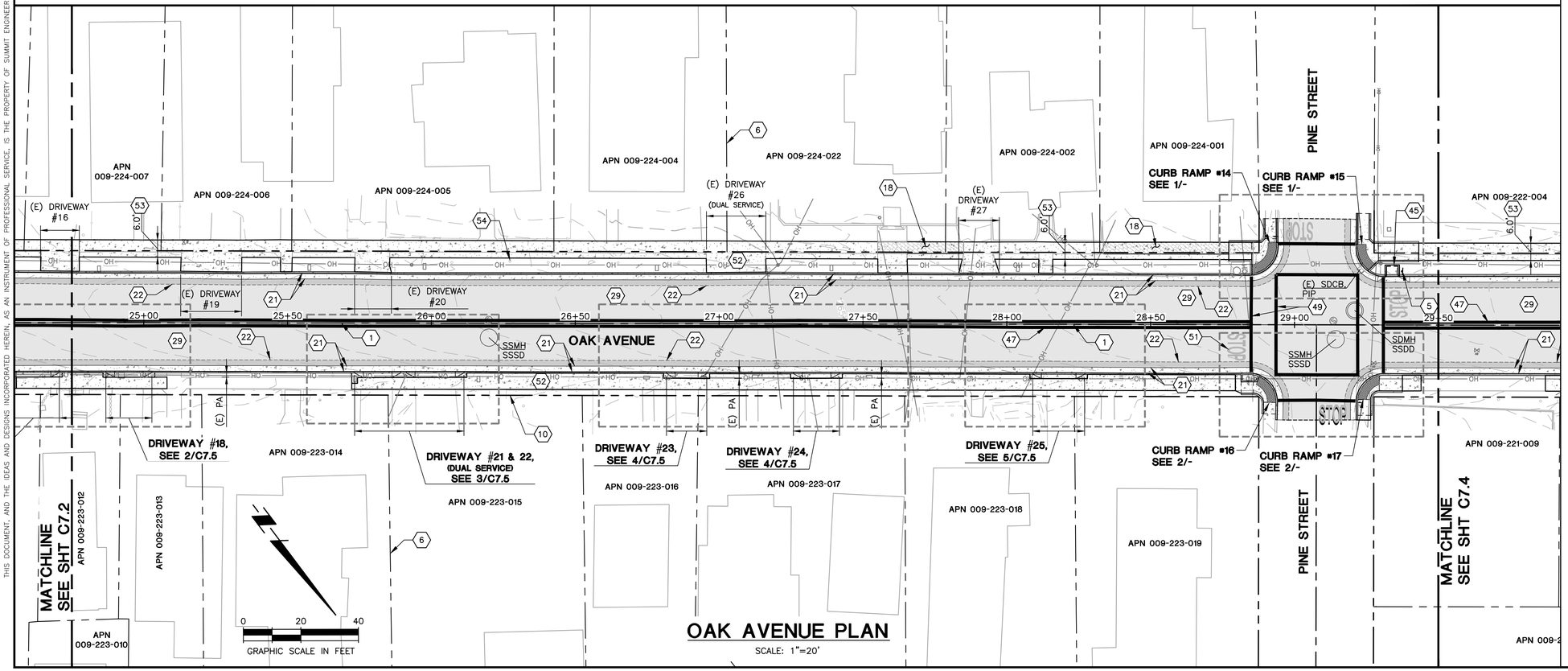
1



CURB RAMP #16 & 17 DETAILS- NORTH CORNERS OF OAK & PINE

SCALE: 1"=5'

2



OAK AVENUE PLAN

SCALE: 1"=20'

STREET KEY NOTES

#	DESCRIPTION
1.	CENTERLINE OF OAK AVE
2.	(E) FH, PIP
3.	(E) FP DDC, PIP
4.	(E) POWER POLE, PIP
5.	(E) STOP SIGN, PIP
6.	APPROXIMATE PROPERTY LINE, TYP
7.	HATCH REPRESENTS LIMITS OF (E) DETECTIBLE WARNING SURFACE, PIP UNO
8.	(E) CURBED PLANTER, PIP
9.	(E) CURB & GUTTER, PIP
10.	EDGE OF ROAD ROW, TYP
11.	CENTERLINE OF SPRING STREET
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19.	(E) BENCH, PIP
20.	HATCH REPRESENTS LIMITS OF CONCRETE SURFACING
21.	MODIFIED CONCRETE CURB & GUTTER PER DETAIL 6/C9.0 AND CITY STD NO 310
22.	SAWCUT AND CONFORM TO (E) GRADE
23.	(E) WATER METER, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
24.	(E) GAS VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
25.	(E) OVERHEAD POWER LINE, TYP
26.	(E) CURB, PIP
27.	(E) TREE, PIP UNO
28.	HATCH REPRESENTS LIMITS OF 2" GRIND AND OVERLAY
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30.	HATCH REPRESENTS LIMITS OF PROPOSED PLANTER AREA, TYP
31.	(E) SPEED LIMIT SIGN TO BE RELOCATED
32.	PORTION OF (E) CURB TO BE REMOVED
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34.	(E) GATE, PIP
35.	(E) SPEED LIMIT SIGN, PIP
36.	(E) PARKING SIGN, PIP
37.	(E) RETAINING WALL, PIP
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49.	CROSSWALK STRIPING BASIC PATTERN PER CALTRANS STANDARD A24F, TYP
50.	LIMIT LINE (STOP LINE) PER CALTRANS SATNDARD A24G
51.	STOP LETTERING PER CALTRANS A24D, TYP
52.	HATCHED SIDEWALK REPRESENTS (E) SIDEWALK TO BE REPLACED, MATCH (E) WIDTH (4' MIN)
53.	SIDEWALK TO BE REPLACED AND WIDENED TO 6'
54.	VERIFY (E) TREE LOCATION IN FIELD. COORDINATE EXTENTS OF SIDEWALK WITH CITY.
55.	ACCESSIBLE PARALLEL PARKING STALL WITH SIGN AND PAINTED CURB

NOTES:

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CITY OF ST. HELENA
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CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

OAK AVE PLAN - STA 24+50 TO 29+50

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG

SHEET C7.3
8 OF 11

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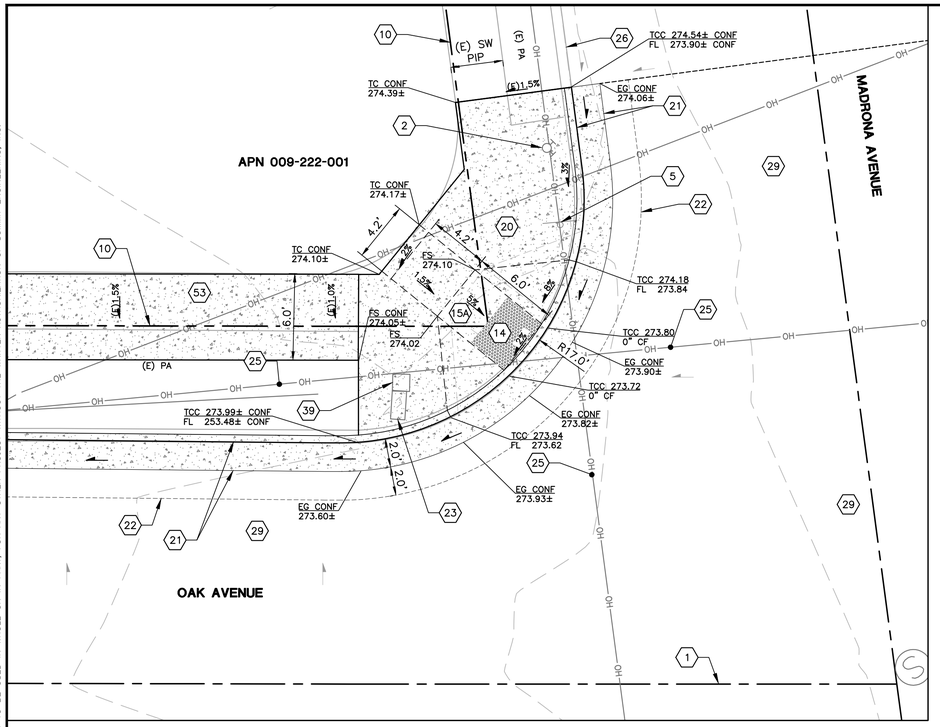
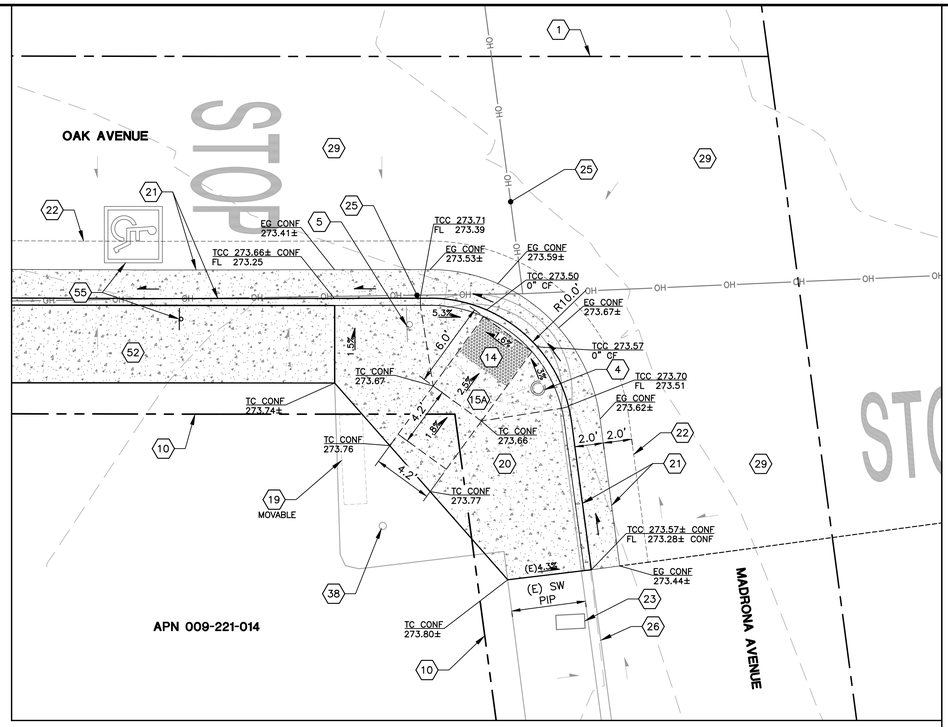
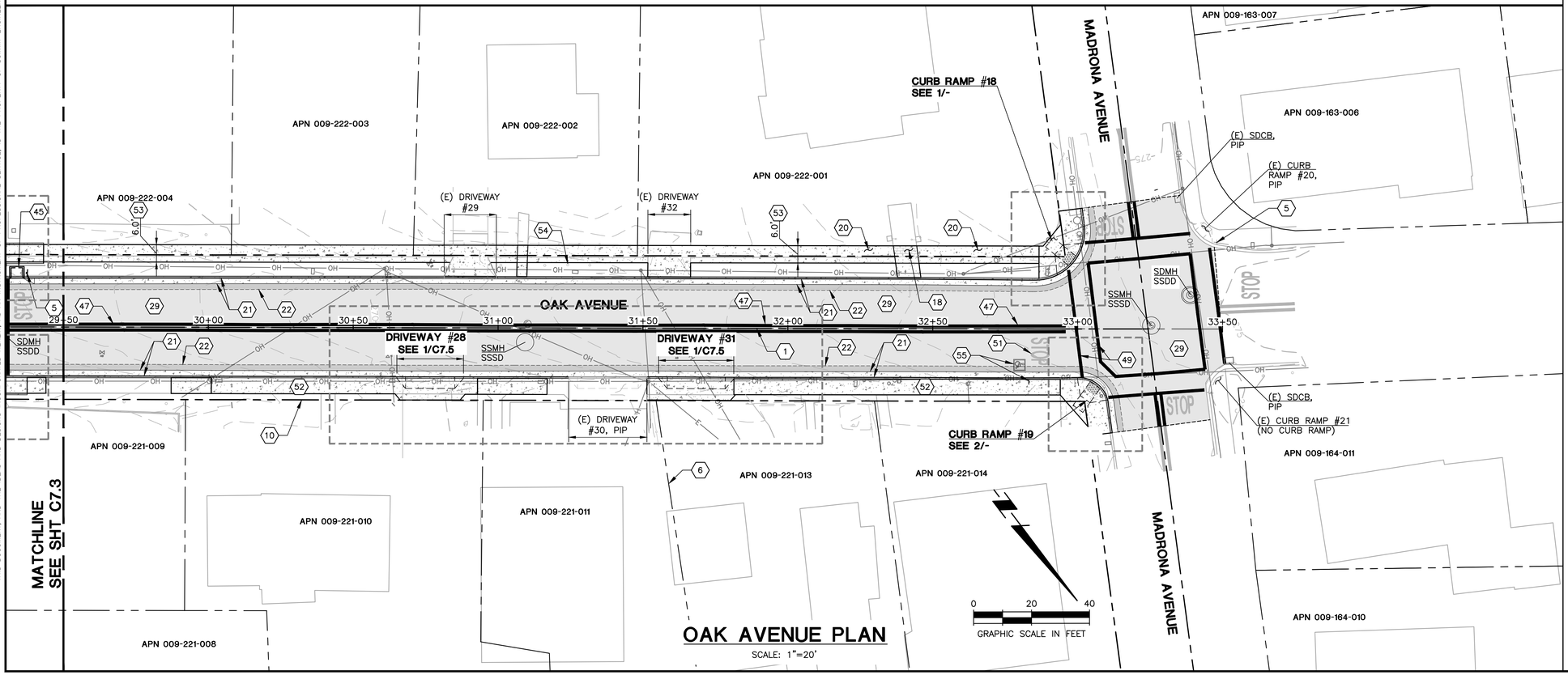


CURB RAMP #18 DETAIL-
SOUTHEAST CORNER OF OAK & MADRONA
SCALE: 1"=5' (1)



CURB RAMP #19 DETAIL-
NORTHEAST CORNER OF OAK & MADRONA
SCALE: 1"=5' (2)



OAK AVENUE PLAN
SCALE: 1"=20'

0 20 40
GRAPHIC SCALE IN FEET

STREET KEY NOTES

#	DESCRIPTION
1.	CENTERLINE OF OAK AVE
2.	(E) FH, PIP
3.	(E) FP DDC, PIP
4.	(E) POWER POLE, PIP
5.	(E) STOP SIGN, PIP
6.	APPROXIMATE PROPERTY LINE, TYP
7.	HATCH REPRESENTS LIMITS OF (E) DETECTIBLE WARNING SURFACE, PIP UNO
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9.	(E) CURB & GUTTER, PIP
10.	EDGE OF ROAD ROW, TYP
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18.	HATCH REPRESENTS LIMITS OF PAVERS TO BE REMOVED AND REPLACED WITH CONCRETE SIDEWALK PER CITY STD NO 316A
19.	(E) BENCH, PIP
20.	HATCH REPRESENTS LIMITS OF CONCRETE SURFACING
21.	MODIFIED CONCRETE CURB & GUTTER PER DETAIL 6/C9.0 AND CITY STD NO 310
22.	SAWCUT AND CONFORM TO (E) GRADE
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37.	(E) RETAINING WALL, PIP
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49.	CROSSWALK STRIPING BASIC PATTERN PER CALTRANS STANDARD A24F, TYP
50.	LIMIT LINE (STOP LINE) PER CALTRANS SATNDARD A24G
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52.	HATCHED SIDEWALK REPRESENTS (E) SIDEWALK TO BE REPLACED, MATCH (E) WIDTH (4' MIN)
53.	SIDEWALK TO BE REPLACED AND WIDENED TO 6'
54.	VERIFY (E) TREE LOCATION IN FIELD. COORDINATE EXTENTS OF SIDEWALK WITH CITY.
55.	ACCESSIBLE PARALLEL PARKING STALL WITH SIGN AND PAINTED CURB

NOTES:

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CITY OF ST. HELENA
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CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

OAK AVE PLAN - STA 29+50 TO 33+50

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG
SHEET C7.4
9 OF 11

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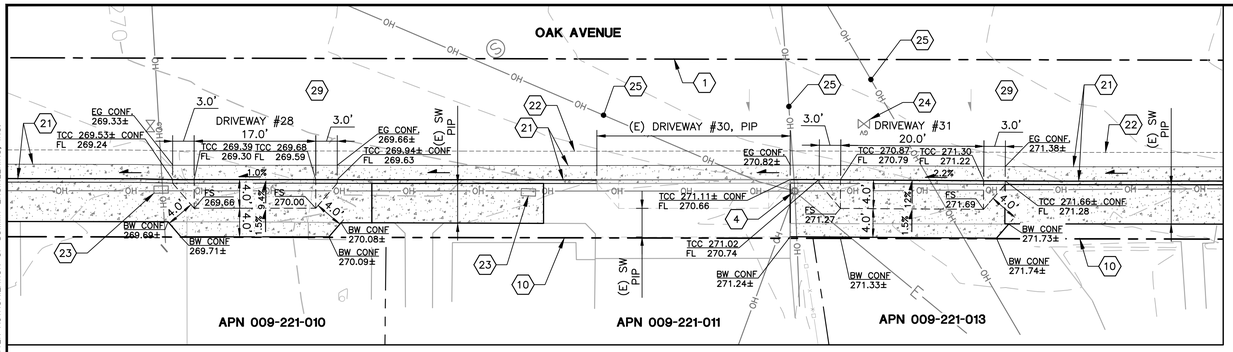
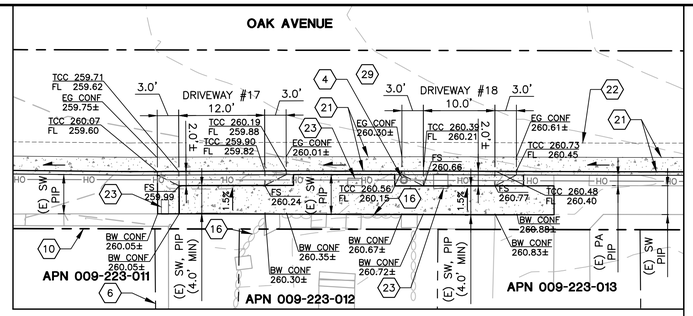


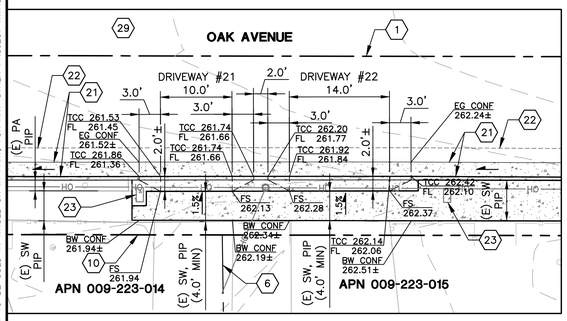
DRIVEWAY #28 & 31 APPROACH DETAILS - APN 009-221-010 & 013

SCALE: 1"=10' (1)



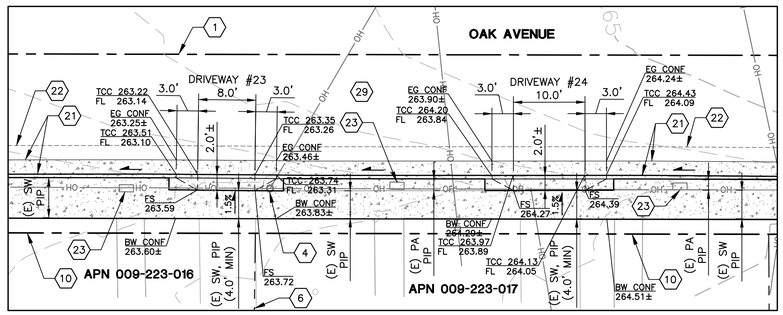
DRIVEWAY #17 & 18 APPROACH DETAILS - APN 009-223-012 & 013

SCALE: 1"=10' (2)



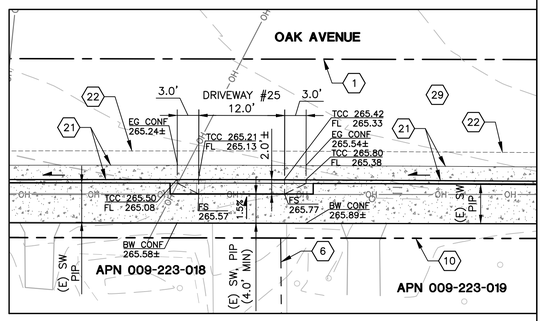
DRIVEWAY #21 & 22 APPROACH DETAILS - APN 009-223-014 & 015

SCALE: 1"=10' (3)



DRIVEWAY #23 & 24 APPROACH DETAILS - APN 009-223-016 & 017

SCALE: 1"=10' (4)



DRIVEWAY #25 APPROACH DETAIL - APN 009-223-018

SCALE: 1"=10' (5)

STREET KEY NOTES

#	DESCRIPTION
1.	CENTERLINE OF OAK AVE
2.	(E) FH, PIP
3.	(E) FP DDC, PIP
4.	(E) POWER POLE, PIP
5.	(E) STOP SIGN, PIP
6.	APPROXIMATE PROPERTY LINE, TYP
7.	HATCH REPRESENTS LIMITS OF (E) DETECTIBLE WARNING SURFACE, PIP UNO
8.	(E) CURBED PLANTER, PIP
9.	(E) CURB & GUTTER, PIP
10.	EDGE OF ROAD ROW, TYP
11.	CENTERLINE OF SPRING STREET
12.	CENTERLINE OF ADAMS STREET
13.	(E) SS VAULT, PIP
14.	HATCH REPRESENT LIMITS OF NEW DETECTIBLE WARNING SURFACE
15.	CURB RAMP PER CITY STD NO 317 A. CASE A C. CASE C F. CASE F
16.	(E) ROCK WALL, PIP
17.	DRIVEWAY APPROACH PER CITY STD NO 314
18.	HATCH REPRESENTS LIMITS OF PAVERS TO BE REMOVED AND REPLACED WITH CONCRETE SIDEWALK PER CITY STD NO 316A
19.	(E) BENCH, PIP
20.	HATCH REPRESENTS LIMITS OF CONCRETE SURFACING
21.	MODIFIED CONCRETE CURB & GUTTER PER DETAIL 6/C9.0 AND CITY STD NO 310
22.	SAWCUT AND CONFORM TO (E) GRADE
23.	(E) WATER METER, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
24.	(E) GAS VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
25.	(E) OVERHEAD POWER LINE, TYP
26.	(E) CURB, PIP
27.	(E) TREE, PIP UNO
28.	HATCH REPRESENTS LIMITS OF 2" GRIND AND OVERLAY
29.	SHADING REPRESENTS LIMITS OF ASPHALT PAVEMENT RESURFACING
30.	HATCH REPRESENTS LIMITS OF PROPOSED PLANTER AREA, TYP
31.	(E) SPEED LIMIT SIGN TO BE RELOCATED
32.	PORTION OF (E) CURB TO BE REMOVED
33.	(E) FENCE, PIP
34.	(E) GATE, PIP
35.	(E) SPEED LIMIT SIGN, PIP
36.	(E) PARKING SIGN, PIP
37.	(E) RETAINING WALL, PIP
38.	(E) FLAG POLE, PIP
39.	(E) IRRIGATION VALVE, PIP, ADJUST LID TO FINISH GRADE AS REQUIRED
40.	(E) STOP SIGN TO BE RELOCATED.
41.	(E) CURB RAMP TO REMAIN
42.	REPLACE PORTION OF (E) CURB & GUTTER
43.	(E) COMBINATION CATCH BASIN, ADJUST COVER TO FINAL GRADE, INVERT PER STORM DRAIN PLANS PIP
44.	6" RAISED CURB
45.	CONSTRUCT CURB OPENING CATCH BASIN AND LOCAL DEPRESSION PER CITY STD NO. 509.
46.	CONNECT TO (E) ROOF DRAIN LEADER
47.	DOUBLE YELLOW CENTER STRIPE PER CALTRANS A20A DETAIL 21
48.	CROSSWALK STRIPING LADDER PATTERN PER CALTRANS STANDARD A24F
49.	CROSSWALK STRIPING BASIC PATTERN PER CALTRANS STANDARD A24F, TYP
50.	LIMIT LINE (STOP LINE) PER CALTRANS SATNDARD A24G
51.	STOP LETTERING PER CALTRANS A24D, TYP
52.	HATCHED SIDEWALK REPRESENTS (E) SIDEWALK TO BE REPLACED, MATCH (E) WIDTH (4' MIN)
53.	SIDEWALK TO BE REPLACED AND WIDENED TO 6'
54.	VERIFY (E) TREE LOCATION IN FIELD. COORDINATE EXTENTS OF SIDEWALK WITH CITY.
55.	ACCESSIBLE PARALLEL PARKING STALL WITH SIGN AND PAINTED CURB

NOTES:

1. STATIONING AND PROFILE REPRESENTS ALIGNMENT ALONG CENTERLINE OF ROAD.
2. ELEVATION OF EXISTING PIPE CROSSINGS SHOWN IN PROFILE ARE ASSUMED, CONTRACTOR TO POTHOLE AND VERIFY PRIOR TO CONSTRUCTION.
3. LOCATIONS OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE, CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION.
4. SEE SEPARATE DRAWINGS FOR SS & W CONSTRUCTION.

SUMMIT
Summit Engineering, Inc
575 W College Ave, Suite 201 • Santa Rosa, CA 95401
707-527-0775 • www.summit-sr.com

CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

OAK AVE PLAN - ADDITIONAL DETAILED PLANS

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG

SHEET C7.5
10 OF 11

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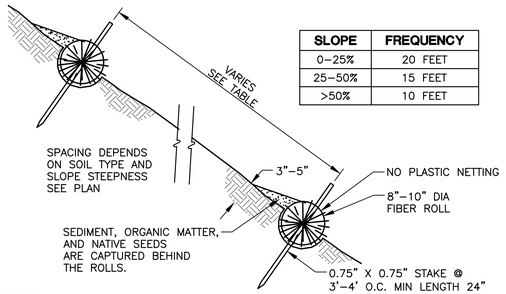


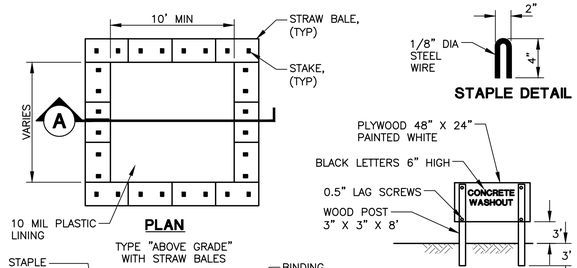
SLOPE	FREQUENCY
0–25%	20 FEET
25–50%	15 FEET
>50%	10 FEET

NOTES:

1. IMPLEMENTATION, SPECIFICATIONS, AND MAINTENANCE PER CASQA BMP HANDBOOK STANDARD SE–5.
2. FIBER ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, TRENCH DEPTH SHOULD BE 1/4 TO 1/3 OF THE THICKNESS OF THE ROLL, AND THE WIDTH SHOULD EQUAL THE ROLL DIAMETER, IN ORDER TO PROVIDE AREA TO BACKFILL THE TRENCH. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.
3. ENDS OF ADJACENT ROLLS SHALL OVERLAP 1' MINIMUM.
4. FIBER ROLLS MUST BE PLACED ALONG SLOPE CONTOURS.
5. EXPOSED SLOPES SHALL HAVE FIBER ROLLS INSTALLED ALONG THE TOE OF SLOPE, AT GRADE BREAKS, AND IN ACCORDANCE WITH THE TABLE ABOVE.
6. FIBER ROLLS SHALL NOT BE PLACED ALONG THE TOP OF CUT SLOPES UPHILL OF THE GRADE BREAK.

FIBER ROLL

NTS ER013 — 1



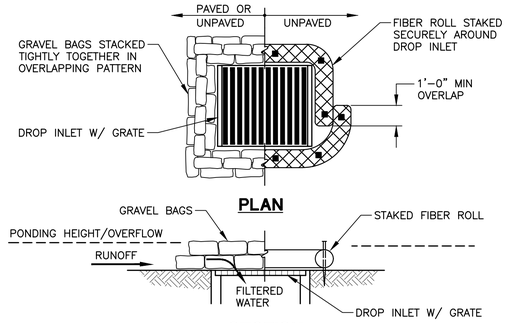
SECTION A

NOTES:

1. IMPLEMENTATION, SPECIFICATIONS, AND MAINTENANCE PER CASQA BMP HANDBOOK STANDARD WM–8.
2. ACTUAL LAYOUT DETERMINED IN FIELD.
3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
4. TIGHTLY STACKED GRAVEL BAGS CAN BE SUBSTITUTED FOR STRAW BALES.

CONCRETE WASHOUT

NTS ER019 — 2

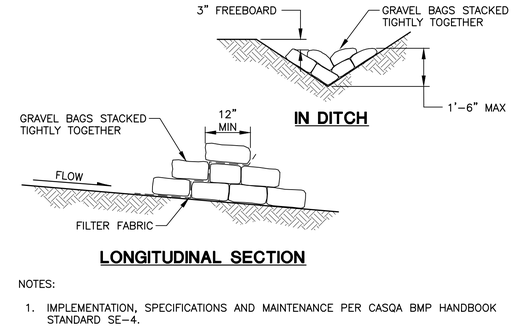


NOTES:

1. IMPLEMENTATION, SPECIFICATIONS, AND MAINTENANCE PER CASQA BMP HANDBOOK STANDARD SE–10.
2. THE TOP OF THE STRUCTURE (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE.

DROP INLET FIBER ROLL/ GRAVEL BAG FILTER

NTS ER023 — 3

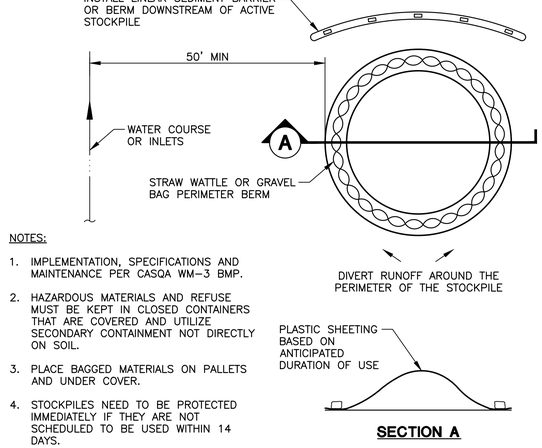


NOTES:

1. IMPLEMENTATION, SPECIFICATIONS AND MAINTENANCE PER CASQA BMP HANDBOOK STANDARD SE–4.
2. EACH GRAVEL–FILLED BAG SHOULD HAVE A LENGTH OF 18 ON., WIDTH OF 12IN., THICKNESS OF 3 IN., AND MASS OF APPROXIMATELY 33 LBS. BAG DIMENSIONS ARE NOMINAL, AND MAY VARY BASED ON LOCALLY AVAILABLE MATERIALS.
3. BAGS SHOULD BE WOVEN POLYPROPYLENE, POLYETHYLENE OR POLYAMIDE FABRIC OR BURLAP, MINIMUM UNIT WEIGHT OF 4 OUNCES/YD^2, MULLEN BURST STRENGTH EXCEEDING 300 LB/IN^2 IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D3786, AND ULTRAVIOLET STABILITY EXCEEDING 70% IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D4355.
4. FILL MATERIAL SHOULD BE NON–COHESIVE, CLASS 3 (CALTRANS STANDARD SPECIFICATION, SECTION 25) OR SIMILAR PERMEABLE MATERIAL FREE FROM CLAY AND DELETERIOUS MATERIAL, SUCH AS RECYCLED CONCRETE OR ASPHALT.

GRAVEL BAG CHECK DAM

NTS ER022A — 4

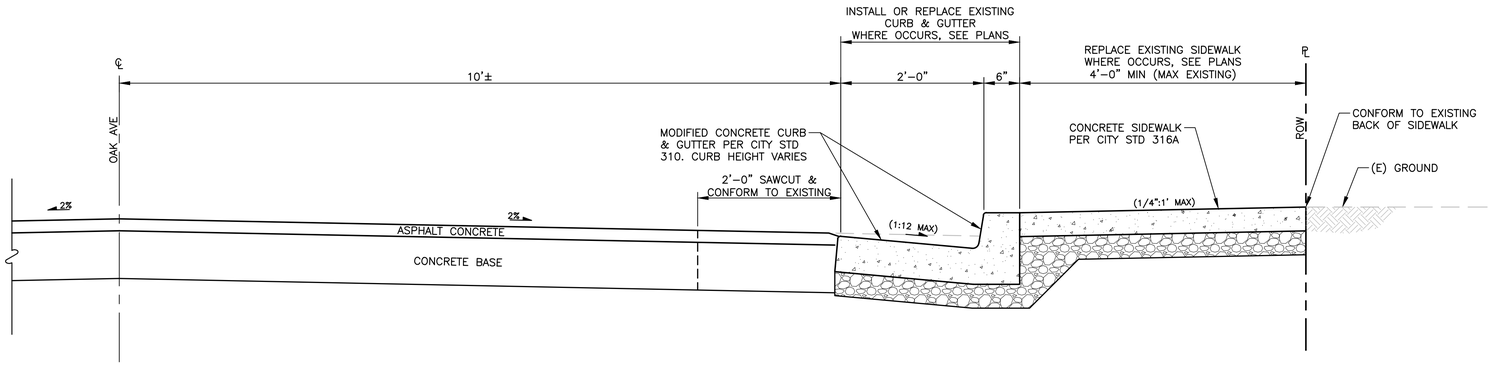


NOTES:

1. IMPLEMENTATION, SPECIFICATIONS AND MAINTENANCE PER CASQA WM–3 BMP.
2. HAZARDOUS MATERIALS AND REFUSE MUST BE KEPT IN CLOSED CONTAINERS THAT ARE COVERED AND UTILIZE SECONDARY CONTAINMENT NOT DIRECTLY ON SOIL.
3. PLACE BAGGED MATERIALS ON PALLETS AND UNDER COVER.
4. STOCKPILES NEED TO BE PROTECTED IMMEDIATELY IF THEY ARE NOT SCHEDULED TO BE USED WITHIN 14 DAYS.

STOCKPILE BMP

NTS ER025 — 5



TYPICAL ROADWAY SECTION

NTS — 6

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CITY OF ST. HELENA
ST. HELENA
CALIFORNIA, 94574

OAK AVENUE PAVEMENT RECONSTRUCTION

DETAILS

#	DATE	DESCRIPTION
	08/28/2025	100% PROOF SET
	07/09/2025	PROGRESS SET

JOB NO: 2023177
SCALE: AS SHOWN
DRAWN: GA/TF
CHECKED: JTG

SHEET C9.0
11 OF 11

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Public Works Department

DATE:	July 28, 2026
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Authorize street closures, vendors and alcohol in public streets related to the Guelaguetza St. Helena 2026 Event
RECOMMENDED ACTION:	Staff recommends City Council approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	Authorize the temporary closure of Tainter Street for the Guelaguetza St. Helena 2026 event and allow the possession of open alcoholic beverages and the operation of mobile food vendors on the closed portion of the public street.
FINANCIAL IMPACT:	None.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:
Ballet Folklorico "El Valle" de St. Helena is a 501(c)(3) nonprofit community organization that was founded in 2010 and is dedicated to preserving and promoting rich traditions of Mexican Folklore through dance. The organization hosted Guelaguetza St. Helena 2025 in July 2025 in honor of the organization's 15-year anniversary and is bringing the event back in 2026. Guelaguetza St. Helena 2026 is a cultural festival honoring the traditions, music, dance, arts, and cuisine of Oaxaca, Mexico.

DISCUSSION:
Guelaguetza St. Helena 2026 is a free event open to the public. The event requires the temporary closure of Tainter Street, between Kearney Street and Oak Avenue, for the placement of food and alcohol vendors, as well as the safe passage of event attendees. The closure will take place from 6:00a.m. to 8:00p.m. on Sunday, August 23, 2026, with the event itself taking place from approximately 11:00a.m. to 7:00p.m. The event will feature live music, traditional dances, artisan vendors, authentic Oaxacan food, and education & informational booths.

The event organizers will be taking the lead on communicating and coordinating with all residences and businesses within a 1,000-foot radium of the road closure, per the conditions of the required road closure permit. Barricades equivalent to k-rail will be placed to prevent errant drivers through the closed portion of Tainter Street during the event.

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

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

ENVIRONMENTAL REVIEW:

GOAL:
Goal 5: Enhance Quality of Life

ATTACHMENTS:
1. Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2026-__

Resolution Authorizing (1) a Temporary Closure of Tainter Street Between Kearney Street and Oak Avenue on Sunday, August 23, 2026, from 6:00 A.M. to 8:00 P.M.; and (2) Authorizing Possession of Open Alcoholic Beverages and the Operation of Mobile Food Vendors on this Public Street for the Guelaguetza St. Helena 2026 Event Scheduled for Sunday, August 23, 2026, from Approximately 11:00 A.M. to 7:00 P.M.

RECITALS

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

B. Ballet Folklorico “El Valle” de St. Helena is hosting Guelaguetza St. Helena 2026, a cultural festival honoring the traditions of Oaxaca and the broader Mexican heritage which is a free event open to the public; and

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

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

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

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Guelaguetza St. Helena 2026 event outweigh the anticipated inconvenience to the neighborhood and citizens, and authorize closure of
    - Tainter Street between Kearney Street and Oak Avenue on Sunday, August 23, 2026, from 6:00a.m. to 8:00p.m.

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

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

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

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

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Diaz:

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Andrew Bradley, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Public Works Department

DATE:	July 28, 2026
FROM:	Mario Traverso, Project Manager
SUBJECT:	Authorizing the City Manager to execute a construction contract with Ron's Quality Construction in the amount of $114,020 for the installation of the manufactured house at the water treatment plant and Authorizing the Director of Public Works to approve change orders up to $28,407.
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	Approval of Resolution 2026-039 on April 14, 2026 which authorized the purchase of a manufactured and amended the project budget.
STATEMENT OF THE PURPOSE:	The purpose of this action is to authorize the City Manager to enter into a construction contract with Ron's Quality Construction for the installation of the manufactured home at the water treatment plant.
FINANCIAL IMPACT:	None
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:

The *W26-03 Water Treatment Plan Modular House* capital improvement project was created on December 9, 2025, to replace the staff housing at the water treatment plant.

On April 14, 2026, a new business item was brought before City Council to authorize the purchase of a manufactured home from Clayton Homes in Santa Rosa and revise the project budget which authorized $129,479 for the costs associated with turn-key installation of the manufactured home.

DISCUSSION:

Since the April 14, 2026 City Council meeting, staff has continued to solicit and negotiate with contractors for the installation of the manufactured home. Negotiations with various contractors

have been complicated due to budget and schedule constraints. Generally, the City received three proposals from qualified contractors for installation according to the City's informal bidding procedure for construction projects under $200,000. Ultimately, staff is requesting authorization to contract with Ron's Quality Construction of Redwood Valley, California. Ron's Quality Construction has provided the lowest cost proposal, which totals $114,020, which is within the approved budget and is committed to performing the work by the City's desired deadline of August 31, 2026. Staff is requesting the remaining approved budget of $28,407 be approved as the project contingency, to be made available for unforeseen expenses or additions to the project.

Bids Received:
Ron's Quality Constrruciton : $114,020
F.B.I. Construction : $138,925
Global Impact Construction: $139,250

Ron's Quality Construction holds contractors license number 530632 which is a Class B license with C-47 endorsement which qualifies Ron's Quality Construction to perform the work. The project is exempt from County and City ordinance per California Government Code §53091, and is exempt from CEQA per Class 1 and Class 3 categorical exemptions.

ENVIRONMENTAL REVIEW:
None

GOAL:
Goal 6: Improve Employee Recruitment, Retention, & Morale
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

ATTACHMENTS:
1. Resolution Awarding Contract WTP Mod Install v1
2. W26-03 Proposal
3. 2024 Short Form Construction Contract Template

CITY OF ST. HELENA

RESOLUTION NO. 2026-__

RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR W26-03 WTP MODULAR HOUSING PROJECT TO RON'S QUALITY CONSTRUCTION IN THE AMOUNT OF $114,020, AUTHORIZING RELATED ACTIONS.

RECITALS

A. On April 14, 2026, the City Council adopted Resolution 2026-039, approving the W26-03 Project budget; and

B. Staff received three proposals for the installation of the manufactured home at the Water Treatment Plant; and

C. The proposal submitted by Ron's Quality Construction is the low bid, and satisfies the City's desired schedule; and

D. Ron's Quality Construction possess the necessary licenses and certifications required to perform the work and their proposal has been determined to be responsive and complete; and

E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 and Class 3 exemptions.

RESOLUTION

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

1. Awards the construction contract for the W26-03 Project to Ron's Quality Construction in an amount not-to-exceed $114,020; and

2. Authorizes the City Manager to execute the construction contract with Ron's Quality Construction; and

3. Authorizes the Director of Public Works to approve construction change orders not to exceed $28,407; and

4. Funding is as follows:

Description	Fund	GL Account	Amount
W26-03 Construction Contract	561-Water Rate Revenues	763-50-30-31-60	$114,020
W26-03 Contingency	561-Water Rate Revenues	763-50-30-31-70	$28,407

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Diaz:

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Andrew Bradley, City Clerk

Ron's Quality Construction

License #530632
1880 Oak Grove Dr.
Redwood Valley, CA 95470
Phone: 707-485-5688

Estimate

Date	Estimate #
7/6/2026	2652

Name / Address
Mario Traverso 410 Crystal springs Rd St. Helena CA 94574

Project

Description	Qty	Cost	Total
Estimate regarding:Teardown 23.75x57ft lot model manufactured home on Clayton homes lot, then install at 410 Crystal springs Rd in Saint Helena. Note: Building and fire sprinkler permits to be pulled by others.			
Teardown and prepare for transport		6,000.00	6,000.00
Position and stage home on property		12,000.00	12,000.00
Rough set home (includes vapor barrier, stand, pads, crossover utilities, exterior trim, and install XI2 foundation)		38,000.00	38,000.00
Post installation (drywall, flooring, trim, and post construction cleanup excluding windows)		12,000.00	12,000.00
Electric, water, and sewer connection to existing services		2,500.00	2,500.00
2 sets of stairs with concrete landing		9,500.00	9,500.00
Fire sprinklers		7,520.00	7,520.00
Skirting excluding concrete foundation		16,500.00	16,500.00
Overhead and insurance		10,000.00	10,000.00
	Total		$114,020.00

CITY OF ST. HELENA

CONSTRUCTION CONTRACT

W26-03 WATER TREATMENT PLANT MODULAR HOME PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 2026 by and between the City of St. Helena, a public agency of the State of California ("City") and Ron's Quality Construction Inc., a Corporation with its principal place of business at 1880 Oak Grove Dr, Redwood Valley, CA 95470 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing installation of a prefabricated home that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: C-47.

2.3 Project. City desires to engage Contractor to render such services for the W26-03 Water Treatment Plant Modular Home Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- ~~Special Conditions (Exhibit "C")~~
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment Bond (Exhibit "F")
- Fleet Compliance Certification. (Exhibit "G")
- Addenda
- Change Orders executed by the City

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project,

including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 60 working days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred ($500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **$114,020** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which

Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's

principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. 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.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance

with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality.

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions

limits and permitting requirements imposed by the Bay Area Air Quality Management District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and any subcontractors' fleet including, without limitation, all Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall indemnify District against any fines or penalties imposed by Air District, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or

otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and

what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the

subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive

or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must 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, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages

for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

~~3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.~~

~~3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.~~

~~3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.~~

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the Public Works Director or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("′Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on

behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Ron's Quality Construction
Phone (707) 485-5688
Attn: Ron Valente

1880 Oak Grove Dr
Redwood Valley CA 95470
707-485-5688

CITY:

City of St. Helena
1088 College Ave
St. Helena CA 94574
Attn: Joe Leach P.E. Director of Public Works

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws and Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in the Superior Court of California for the County of Napa.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has

not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ST. HELENA
AND FRAMING, BUILDING AND IMPROVEMENTS INC

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the _____ day of _____, 2026.

City of St. Helena

By: _____
Jim McCann
City Manager

RON'S QUALITY CONSTRUCTION
RON VALENTE
1880 OAK GROVE DR
REDWOOD VALLEY CA 95470

By: _____

Its: _____

Printed Name:_____

EXHIBIT "A"

SERVICES / SCHEDULE

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"

PLANS AND SPECIFICATIONS

[INSERT ALL PLANS AND SPECS]

EXHIBIT "C"

SPECIAL CONDITIONS

~~**ARTICLE 1. BONDS**~~

~~Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of Payment Bond on the form supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.~~

ARTICLE 2. Reverse Liquidated Damages Due to Unreasonable City Delay.

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of $400 per Day of delay in excess of the time specified for the completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

RON'S QUALITY CONSTRUCTION
RON VALENTE
1880 OAK GROVE DR
REDWOOD VALLEY CA 95470

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of St. Helena (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to [Contractor Name] hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by

any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Exhibit G
Fleet Compliance Certification.

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder:_____

Signature: _____

Name: _____

Title: _____

Date: _____

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS
Department: Public Works Department

DATE:	July 28, 2026
FROM:	Eric Janzen, Asst. PW Director
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing a FY2026-2027 budget amendment to increase appropriation within CIP R18-81 Downtown Sidewalk Improvement Project budget to $73,698 for additional construction management, funded by Measure U, and the corresponding contract amendment with Coastland/DCCM.
RECOMMENDED ACTION:	Adopt associated Resolution.
PREVIOUS COUNCIL ACTION:	On November 18, 2025, the City Council adopted Resolution No. 2025-132 authorizing award of the project and a budget appropriation not-to-exceed $1,902,495 including a contingency of $172,954.
STATEMENT OF THE PURPOSE:	To adjust the budget appropriation of the Downtown St. Helena Pedestrian Improvements Project for additional construction management services and authorize a contract amendment with Coastland/DCCM for Construction Management services.
FINANCIAL IMPACT:	Approval will amend the budget for construction management services of CIP R18-81, Downtown Sidewalk Improvement Project. An additional $28,020 will be allocated increasing the not-to-exceed budget for construction management services to $73,698. The total appropriation for construction plus construction management for CIP R18-81 will increase to a not-to-exceed amount of $1,976,183. The additional funding to be provided from Measure T/U.
CEQA DETERMINATION:	Addendum to Previously Certified EIR or Adopted MND

BACKGROUND:

Downtown St. Helena Pedestrian Improvements Project was added to the Capital Improvement Plan in 2018. It includes full reconstruction of the Downtown Sidewalks including new curb, gutter, street trees and street furnishings.

The Director of Public Works executed a contract with Coastland/DCCM to provide construction management services in the amount of $50,000 of which $45,678 has been expended. Additional construction management services are needed to complete the project and will exceed the original $50,000 contract amount. This additional expense, combined with previously approved construction change orders, will exceed the contingency budget for the project which requires Council approval.

DISCUSSION:

Coastland/DCCM have prepared a cost estimate for additional construction management services for the amount of $28,020 for a total not-to-exceed amount of $73,698. Staff have reviewed the estimate and find it reasonable and consistent with the existing contract. Staff recommend that Council approve a budget amendment allocating an additional $28,020 for a not-to-exceed budget of $73,698 for construction management services increasing the total not-to-exceed total appropriation for the Project to $1,976,183. The additional funding to be provided from from Measure T/U.

ENVIRONMENTAL REVIEW:

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

ATTACHMENTS:

1. Resolution authorizing a budget amendment v1
2. AGREEMENT.AMENDMENT 1.COASTLAND.20260720

CITY OF ST. HELENA
RESOLUTION NO. 2026-

AUTHORIZING A FY2026-2027 BUDGET AMENDMENT TO INCREASE APPROPRIATION WITHIN CIP R18-81 DOWNTOWN SIDEWALK IMPROVEMENT PROJECT BUDGET TO $73,698 FOR ADDITIONAL CONSTRUCTION MANAGEMENT, FUNDED BY MEASURE T/U AND AUTHORIZE AN AMENDMENT TO THE CONSTRUCTION MANAGEMENT SERVICES CONTRACT WITH COASTLAND/DCCM

RECITALS

A. The City of St. Helena has been completing the Downtown Sidewalk Improvement Project, which requires regular construction management and record keeping to ensure compliance with federal grant funding requirements; and

B. On November 18, 2025, the City Council adopted Resolution No. 2025-132 authorizing a project budget not-to-exceed $1,902,495 including a contingency of $172,954; and

C. The Director of Public Works executed a contract with Coastland/DCCM to provide construction management services in the amount of $50,000 of which $45,678 has been expended; and

D. Additional construction management services are needed to complete the project and will exceed the original $50,000 contract amount; and

E. Coastland/DCCM have prepared a cost estimate for additional construction management services for the amount of $28,020 for a total not-to-exceed amount of $73,698.00; and

F. Staff have reviewed the estimate and find it reasonable and consistent with the existing contract.

G. Staff recommend that Council approve a budget amendment allocating $28,020.00 from Measure U to the Project.

RESOLUTION

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

1. Authorizes a FY2026-27 budget amendment in the amount of $73,698.00 to increase total appropriation of the project from $1,902,485 to $1,976,183; and

2. Authorizes the Director of Public Works to execute the contract amendment with Coastland/DCCM for additional construction management services; and

3. Funding as follows:

Description	Fund/Funding Source	Expense GL Account	Amount
Construction Management	240 - Measure U	741-50-14-31-50	$73,698.

Approved at a regular meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring: _____

Vice Mayor Deasy: _____

Council Member Barak: _____

Council Member Spadarotto: _____

Council Member Diaz: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Andrew Bradley, City Clerk

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, LLP; STH CONTRACT NO: FY2026-045 FOR SERVICES RELATED TO CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR R18-81, INCREASING THE CONTRACT AMOUNT BY $28,020 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $73,698.

This first Amendment to Professional Services Agreement STH Contract: FY2026-045 dated November 18, 2026 ("Agreement") is made as of this 28 Day of July, 2026, by and between the City of St. Helena, a municipal corporation ("City"), and Coastland Civil Engineering, LLP ("Consultant").

RECITALS

A. On March November 18, 2025, the City and Consultant entered into the Agreement for Consultant to provide construction management and inspection services in connection with the project described as R18-81; and

B. Additional construction management services are needed to complete the project and will exceed the original contract amount of $50,000; and

C. The City of St. Helena and Coastland Civil Engineering, LLP are looking to increase the contract amount by $28,020 to complete the R18-81 Project.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and Agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 2. B Compensation, is amended to read as follows:

> "In no event shall the total amount paid for services rendered by the Consultant under this Agreement exceed the sum of $73,698.00…"

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:
Signatures of Authorized Persons:

By:_____

Print Name:_____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: James McCann
Title: Interim City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

DCCM WORK ESTIMATE - Amendment #1

Downtown St. Helena Pedestrian Improvement Project	PROPOSAL FOR CM & INSPECTION SERVICES	City of St. Helena

TASK INFORMATION							HOURS AND COST INFORMATION		
Task No.	Task Information	PM/CM $235	Inspector $195	Emgineer Support $245	Project Eng. $185	Direct Costs	Total Hours	Total Costs	Comments
1	Current Project Balance							$45,678	Inspection/Admin Work Accomplished
2	Inspection/Admin Concrete Work		120		12		132	$25,620	Develop CM Plan
	Vehicle/Equipment expenses					$2,400		$2,400	
	Total Hours	0	120	0	12		132		
	Subtotal	$0	$23,400	$0	$2,220	$2,400		$73,698	
	NOT TO EXCEED PROJECT TOTAL	$0	$23,400	$0	$2,220	$2,400		$73,698	

NOTES: DCCM reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

1 Based on estimate of 3 weeks remining of onsite inspection

2 Based on full time inspection at 40 hours per week during construction.

Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS
Department: Community Development Department - Planning Division

DATE:	July 28, 2026
FROM:	Jackie Oneal, Senior Planner
SUBJECT:	Introduce and waive the first reading of an ordinance amending Section 17.33.010 (Definitions of Uses), Table 17.17.020(A) (Use Regulations—Commercial and Mixed-Use Zoning Districts), and Table 17.18.020(A) (Use Regulations—Business and Industrial Zoning Districts) of the St. Helena Municipal Code to clarify the regulation of on-site storage associated with permitted primary uses (ZOA 26-002).
RECOMMENDED ACTION:	Staff recommends that the City Council: 1. Find that the proposed ordinance is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3); and 2. Introduce and waive the first reading of an ordinance amending Section 17.33.010 (Definitions of Uses), Table 17.17.020(A) (Use Regulations—Commercial and Mixed-Use Zoning Districts), and Table 17.18.020(A) (Use Regulations—Business and Industrial Zoning Districts) of the St. Helena Municipal Code to clarify the regulation of on-site storage and distinguish storage that is incidental and subordinate to a lawfully established primary use from storage regulated as a separate use.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of the proposed Zoning Ordinance Amendment is to clarify and refine the regulation of "On-Site Storage" within the City's commercial, mixed-use, business, and industrial zoning districts. The amendment would distinguish storage that is incidental and subordinate to a permitted primary use from storage that functions as a primary or dominant use of a site. The

	proposed changes would also update terminology, add clarifying footnotes, improve consistency in Code interpretation and administration, and clarify when storage is regulated as a distinct land use.
FINANCIAL IMPACT:	The proposed ordinance is not anticipated to result in a material fiscal impact to the City. The amendment may reduce staff time associated with interpreting whether routine storage supporting a permitted primary use requires separate land-use authorization. Any accessory structure, building permit, design review, or other application required for a future project would remain subject to the City's adopted permit and processing fees.
CEQA DETERMINATION:	Common Sense Exemption (§15061(b)(3))

BACKGROUND:

Section 17.33 of the St. Helena Municipal Code broadly defines "On-Site Storage Facilities" as the indoor or outdoor storage of materials, products, or equipment. The definition does not clearly distinguish routine storage associated with a permitted business from storage that functions as a separate land use. This created uncertainty for businesses seeking to maintain inventory, supplies, equipment, or small accessory storage structures.

On April 21, 2026, the Planning Commission adopted Resolution No. PC2026-009 recommending revisions to the definition of On-Site Storage and expanded Conditional Use Permit requirements for On-Site Storage in the Commercial and Mixed-Use Zoning Districts.

During subsequent preparation of the City Council materials, staff identified that On-Site Storage is listed as an accessory use in the applicable use tables, while personal storage, warehousing, and similar primary storage uses are separately classified and regulated. Staff therefore returned the matter to the Planning Commission for reconsideration and further clarificant of the proposed amendments.

Planning Commission Review and Recommendation

Zoning Ordinance Amendments are reviewed by the Planning Commission at a noticed public hearing before being forwarded to the City Council. In this role, the Planning Commission evaluates the proposed amendment for consistency with the General Plan, the Municipal Code, and applicable land use policies, and then provides a recommendation to the City Council. The City Council retains final authority to adopt, modify, or decline the proposed amendment.

On June 16, 2026, the Planning Commission considered the proposed amendments and adopted Resolution No. PC2026-013 recommending that the City Council approve the ordinance with revisions. Consistent with the Commission's direction, the revised ordinance retains the existing permit requirements while clarifying that storage that is incidental and subordinate to a permitted primary use is not separately regulated as On-Site Storage.

Consistent with the Commission’s direction, the ordinance also eliminates the word "Facilities" from the name of the use type, from “On-Site Storage Facilities” to “On-Site Storage” and adds corresponding footnotes in the applicable commercial, mixed-use, business, and industrial use tables to ensure that the clarification is applied consistently throughout the Zoning Code. The removal of the word "facilities" provides further clarification to the Ordinance user.

DISCUSSION:

Clarification of Routine Business Storage

Inventory, supplies, materials, and equipment are normal components of many commercial and industrial uses. The existing definition does not clearly distinguish this routine storage from storage regulated as a separate land use.The proposed amendment clarifies that storage associated with a permitted primary use is not separately classified as On-Site Storage when it is incidental and subordinate to that use. Examples include restaurant supplies, retail inventory, and equipment used by an established business. This clarification would reduce uncertainty for applicants and staff without exempting storage structures or outdoor storage areas from applicable development standards.

Relationship to Other Storage Uses

The Municipal Code separately defines and regulates “Storage, Personal” as a land-use classification applicable to self-storage, mini-storage, inventory storage, and similar warehouse-type facilities. The proposed ordinance would not amend that classification or its existing permit requirements.

The amendment therefore clarifies the treatment of storage accessory to a permitted primary use and does not establish or expand a primary storage use.

Existing Development and Operational Standards

Accessory storage structures and storage areas would remain subject to all applicable requirements, including zoning district setbacks and height limits, screening requirements under Section 17.24.090, On-Site storage Standards under Section 17.24.100, building and fire codes, and design review where required. No changes to these development or operational standards are proposed.

ENVIRONMENTAL REVIEW:

The proposed ordinance is exempt from environmental review pursuant to the Common Sense Exemption contained in CEQA Guidelines Section 15061(b)(3).

The ordinance would clarify the classification of storage incidental and subordinate to a permitted primary use. It would not authorize a specific development project, expand the geographic area in which primary storage uses are permitted, or modify applicable development, screening, setback, or operational standards. It can therefore be seen with certainty that the ordinance would not have the potential to cause a significant effect on the environment.

GOAL:
Miscellaneous/Other

ATTACHMENTS:
1. Presentation - Zoning Code On-Site Storage
2. Proposed Ordinance ZOA 26-002
3. Redlined Ordinance Sections for reference only
4. June 16, 2026 Planning Commission Resolution PC 2026-013

City Council

July 28, 2026

On-Site Storage (ZOA 26-002)

Staff: Jackie Oneal, Senior Planner

Why is an Amendment Needed?

Current Definition (Existing Code)

- The existing definition of **On-site storage** is broad enough to include routine business storage:
  - *"On-site storage facilities"* means the indoor or outdoor storage of any materials, products, or equipment on the premises.

Current Code

- On-Site Storage is regulated only as an accessory use.
- Storage, Personal is separately regulated as a principal land use.
- The current definition may unintentionally encompass routine business storage.

Proposed Ordinance Amendment

The Revised Ordinance:

- Revises the definition of **On-site storage**
- Renames the use classification from **On-site storage facilities** to **On-site storage**
- Clarifies that **incidental** storage associated with a permitted primary use is not regulated as On-site storage
- Updates the Commercial/Mixed-Use and Business Professional/Industrial use tables for **consistent terminology**

Key Code Amendment:

On-site storage ~~facilities~~. The indoor or outdoor storage of materials, products, or equipment on the premises. This definition does not include the storage of goods, inventory, materials, or equipment that are sold, utilized, produced, or maintained as part of a permitted primary use when such storage is incidental and subordinate to that use.

Examples of Storage Uses

Permitted Storage

Restaurant supplies

Store inventory

Equipment shed serving a business

Storage, Personal (CUP in Industrial District)

Mini-storage facility

Self-storage business

Records storage facility

Benefits of the Amendment

Benefits

- Clarifies Municipal Code intent
- Provides certainty for businesses and property owners
- Maintains existing development standards
- Avoids unnecessary regulation of routine business storage

No Changes Proposed To

- Permit Requirements
- General On-Site Storage Standards (SHMC 17.24.100)
- Screening Requirements (SHMC 17.24.090)
- Accessory Structure Regulations (SHMC 17.24.020)

Staff Recommendation

Planning Commission: Recommended approval of the ordinance, with a recommendation that the City Council consider renaming "*On-Site Storage Facilities*" to "*On-Site Storage*."

Staff recommends that the City Council:

1. Find the proposed ordinance exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and
2. Introduce, waive the first reading, and read by title only an ordinance amending Section 17.33, Table 17.17.020(A), and Table 17.18.020(A) of the St. Helena Municipal Code to clarify the regulation of On-Site Storage.

Questions?

Available Staff:

Jackie Oneal – Senior Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTION 17.33.010 (DEFINITIONS OF USES), TABLE 17.17.020(A) (USE REGULATIONS—COMMERCIAL AND MIXED-USE ZONING DISTRICTS), AND TABLE 17.18.020(A) (USE REGULATIONS—BUSINESS AND INDUSTRIAL ZONING DISTRICTS) OF THE ST. HELENA MUNICIPAL CODE TO CLARIFY THE REGULATION OF ON-SITE STORAGE (ZOA 26-002)

Recitals

WHEREAS, the City of St. Helena, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City desires to amend Section 17.33.010, Table 17.17.020(A), and Table 17.18.020(A) of the St. Helena Municipal Code ("SHMC") to clarify the regulation of on-site storage; and

WHEREAS, staff prepared the proposed ordinance, including the proposed language, and any additional information and documents deemed necessary for the City Council to take action; and

WHEREAS, on April 21, 2026***,*** the Planning Commission held a duly noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the proposed ordinance and municipal code amendments, and adopted Resolution No. PC 2026-009 recommending that the City Council adopt the proposed ordinance and finding that no environmental review is required under CEQA; and

WHEREAS, the City gave public notice of the public hearing before the City Council for the proposed ordinance in accordance with applicable law; and

WHEREAS, on June 16, 2026, the Planning Commission held a duly noticed public hearing and adopted Resolution No. PC 2026-13 revising its prior recommendation concerning ZOA 26-002; and

WHEREAS, on July 28, 2026, the City Council held a duly-noticed public hearing and considered the staff report, recommendation by the Planning Commission, recommendation by staff, and public testimony concerning the proposed ordinance; and

WHEREAS, during its June 16, 2026 hearing, the Planning Commission directed staff to revise the term "On-Site Storage Facilities" to "On-Site Storage" and review related provisions of the Zoning Code to make corresponding terminology revisions; and

WHEREAS, consistent with that direction, the proposed ordinance revises the applicable use tables and adds footnotes clarifying that the On-Site Storage classification does not include storage that is incidental and subordinate to a permitted primary use; and

WHEREAS, all other legal prerequisites to the adoption of this ordinance have occurred.

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

Section 1: Recitals

The Recitals set forth above are true and correct and are incorporated into this Ordinance.

Section 2: Amendment to SHMC 17.33 (Definitions)

Section 17.33.010 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

17.33.010 Definitions of Uses.

On-site storage ~~facilities~~. The indoor or outdoor storage of materials, products, or equipment on the premises. This definition does not include the storage of goods, inventory, materials, or equipment that are sold, utilized, produced, or maintained as part of a permitted primary use when such storage is incidental and subordinate to that use.

Section 3: Amendment to Table 17.17.020(A)

Table 17.17.020(A) (Use Regulations—Commercial and Mixed-Use Zoning Districts) is hereby amended to replace the term "On-Site Storage Facilities" with "On-Site Storage" and add Footnote 14 to read as follows:

14. This classification does not include the storage of goods, inventory, materials, or equipment associated with a permitted primary use when such storage is incidental and subordinate to that use.

Section 4: Amendment to Table 17.18.020(A)

Table 17.18.020(A) (Use Regulations—Business Professional and Industrial Zoning Districts) is hereby amended to replace the term "On-Site Storage Facilities" with "On-Site Storage" and add Footnote 10 to read as follows:

10. This classification does not include the storage of goods, inventory, materials, or equipment associated with a permitted primary use when such storage is incidental and subordinate to that use.

Section 5: Severability.

If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 6: CEQA.

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (the "Guidelines"), and the environmental regulations of the City. The City Council hereby finds that this ordinance is exempt from review under CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

Section 7: Notice and Effective Date.

This Ordinance was duly noticed to the public. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 28th day of July, 2026, and was adopted at a regular meeting of the St. Helena City Council on the ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED

_____
Paul Jamison Dohring, Mayor

ATTEST

_____
Andrew Bradley, City Clerk

Mining and quarrying of nonmetallic minerals. A facility engaging in the extracting, producing, handling, milling, or other processing of nonmetallic minerals.

Mobile home. As defined in § 18008 of the California Health and Safety Code or manufactured home as defined in § 18007 of the California Health and Safety Code, a movable dwelling constructed on a chassis, designed for use without a permanent foundation, and designed to be connected to utilities. Excludes manufactured modular housing designed to be placed on a permanent foundation and recreational vehicles, recreational vehicles as defined in § 799.24 of the California Civil Code and § 18010 of the California Health and Safety Code, commercial coaches, and or factory-built housing, as defined in § 19971 of the California Health and Safety Code.

Model home sales office. A dwelling temporarily used as a sales office for on-site sales for a residential development under construction.

Multi-family dwelling. Two or more attached dwelling units on a single lot. Types of multi-family dwellings include duplexes, single room occupancy units, townhouses, and apartment buildings.

Office.

Business, professional, and technology. An office of a firm, organization, or agency providing professional, executive, management, or administrative services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, legal, and tax preparation.

Medical and dental. An office providing consultation, diagnosis, therapeutic, preventive, or corrective personal-treatment services by doctors or dentists; medical and dental laboratories that see patients; licensed acupuncturists; and similar practitioners of medical and healing arts for humans licensed by the State of California. Incidental medical and/or dental research within the office is considered part of the office use if it supports the on-site patient services.

Walk-in clientele. An office providing direct services to patrons or clients without prior appointments. This use classification includes employment agencies, insurance agent offices, real estate offices, travel agencies, utility company offices, and offices for elected officials. It does not include banks or check-cashing facilities, which are separately classified and regulated (see Bank or Financial Institution).

Wholesale office. An office of a wholesale firm excluding storage or on-site shipping and receiving of products.

Winery office (off-site). An office performing off-site administrative functions for a winery.

On-site storage ~~facilities.~~ The indoor or outdoor storage of any materials, products, or equipment on the premises. This definition does not include the storage of goods, inventory, materials, or equipment that are sold, utilized, produced, or maintained as part of a permitted primary use when such storage is incidental and subordinate to that use.

Outdoor dining. An area set up outside the confines of a commercial structure with tables, chairs, and other furnishings for the purpose of offering seating to patrons while selling, offering for sale, and serving food and beverages by an adjoining restaurant in which the same food and beverages are offered for sale, sold, and served.

Outdoor display and sales. The display or sale of any materials, products, or equipment outside of a building.

Chapter 17.17 Commercial and Mixed-Use Zoning Districts

Sections:

17.17.010 Purpose and Applicability
17.17.020 Use Regulations
17.17.030 Development Standards
17.17.040 Design Standards

17.17.010 Purpose and Applicability

This Chapter enables commercial and mixed-use development that is suitable to the character of St. Helena and that supports the daily needs of residents. The commercial and mixed-use districts, which are located generally along the SR29 corridor, serve tourists, City residents, and residents of the unincorporated agricultural areas who have traditionally traveled to St. Helena to shop for goods and services. In the downtown, the zoning districts support higher-density, mixed-use development that expand housing options while supporting retail and commercial services. Included in this Chapter are use regulations, development standards, and design standards for the following commercial and mixed-use districts:

Central Business (CB). The CB Zone is intended to provide for retail, personal service uses, offices, restaurants, hotels/motels, service stations, public and quasi-public uses, and similar and compatible uses that serve local residents' day-to-day needs, as well as the needs of the surrounding area and tourists. Emphasis is on pedestrian-oriented retail and service uses on the ground floor level, with office and residential uses on the upper levels. This Zone implements the Central Business General Plan Land Use Designation.

Service Commercial (SC). The SC Zone is intended to provide for service and retail uses, restaurants, service stations, hotels, motels, public and quasi-public uses and similar and compatible uses. The designation is intended primarily for service and retail uses that are automobile-oriented or whose operational characteristics and space needs are not considered appropriate for the Central Business District. The intent is for the SC Zone to be primarily local resident-serving in character. Strictly tourist-serving retail uses are prohibited within this designation. This Zone implements the Service Commercial General Plan Land Use Designation.

Mixed-Use (MU). The MU Zone is intended to provide areas for a mix of medium- and high-density residential unit types and commercial retail, office, restaurant, and open space uses. The Zone supports both vertical and horizontal residential mixed-use development. Residential densities are from 12 to 20 dwelling units per acre. This Zone implements the Mixed-Use General Plan Land Use Designation.

17.17.020 Use Regulations

Table 17.17.020.A: Use Regulations – Commercial and Mixed-Use Zoning Districts, lists the uses permitted ("P"), permitted with a Minor Use Permit ("MUP") granted by staff-level review, and permitted with a Conditional Use Permit ("CUP") granted at a public hearing. The right-hand column provides references to additional regulations beyond those of the base zoning district development

and design standards. Any projects that qualify for ministerial approval under state law will be processed ministerially as required by that state law.

Table 17.17.020.A: Use Regulations – Commercial and Mixed-Use Zoning Districts

Use Classification	CB	SC	MU	Additional Regulations
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				
Residential Uses				
Live/work	CUP	—	MUP	Sec. 17.22.140, Live/Work Units
Multi-family dwelling	CUP [1]	—	CUP [2 3]	
Single room occupancy	CUP [1]	—	P [2]	Sec. 17.22.210, Single-Room Occupancy Units
Commercial Uses				
Adult entertainment	—	CUP	—	Sec. 17.22.040, Adult-Oriented Businesses
Agricultural supply sales	—	P	—	
Animal boarding facility/kennel	—	CUP	—	
Automobile/Vehicle sales and services				
Auto rental	—	CUP	CUP	
Auto sales	—	CUP	—	
Auto service and repair	—	CUP	—	
Car wash	—	CUP	—	
Service station	CUP	CUP	—	Sec. 17.22.190, Service Stations
Banks and financial institution	P [4]	P	P	
Business services				
Cleaning and janitorial services	—	P	P	
Equipment rental and leasing	—	CUP	CUP	
General business service	P	P	P	
Printing and copy service	P	P	P	
Security service	—	P	P	
Cinema/Theater	CUP	CUP	CUP	
Eating and drinking establishments				
Bar [5 6]	CUP	CUP	CUP	Sec. 17.22.050, Alcoholic Beverage Sales
Brewpub	P	P	P	Sec. 17.22.050, Alcoholic Beverage Sales

Table 17.17.020.A: Use Regulations – Commercial and Mixed-Use Zoning Districts				
Use Classification	**CB**	**SC**	**MU**	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				
Micro-brewery	CUP	CUP	CUP	Sec. 17.22.050, Alcoholic Beverage Sales
Micro-distillery	CUP	CUP	CUP	Sec. 17.22.050, Alcoholic Beverage Sales
Mobile food vendor	CUP	CUP	P	Sec. 17.22.150, Mobile Food Vendor
Restaurant, full service [5] [6] [7]	MUP	MUP	MUP	Sec. 17.22.050, Alcoholic Beverage Sales
Restaurant, limited counter service	P	P	P	
Food and beverage sales				
Farmers' market	MUP	MUP	MUP	
Fruit and vegetable market	P	P	P	
Grocery store	MUP [8]	MUP [9]	MUP [9]	
Liquor store	CUP	CUP	CUP	
Public market	CUP	CUP	CUP	
Winery tasting room [6]	CUP	CUP	CUP	Sec. 17.22.050, Alcoholic Beverage Sales
Wine shop	MUP	MUP	MUP	
Food preparation	—	P	CUP	
Formula business	CUP [10]	P [10]	CUP [10]	Sec. 17.22.120, Formula Businesses
Funeral home and mortuary	—	MUP	MUP	
Health club and fitness center	—	MUP	MUP	
Indoor recreation	CUP	CUP	CUP	
Lodging				
Bed and breakfast	MUP	—	MUP	Sec. 17.22.080, Bed and Breakfast Inns
Boarding house	—	—	CUP [4]	
Hotel	CUP [11]	CUP	CUP	
Short-term rental	—	—	P	Sec. 17.22.200, Short-Term Rentals
Time share	CUP	CUP	—	

Table 17.17.020.A: Use Regulations – Commercial and Mixed-Use Zoning Districts				
Use Classification	**CB**	**SC**	**MU**	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				
Maker's space				
Candle-making	P	P	P	
Ceramics/pottery	MUP	MUP	MUP	
Glass blowing	MUP	MUP	MUP	
Jewelry	P	P	P	
Multi-media	P	P	P	
Model Home Sales Office	—	—	MUP	
Offices				
Business, professional, and technology	P [2]	P	P	
Medical and dental	P [2]	P	P	
Walk-in clientele	P [4]	P	P	
Winery offices (off-site)	—	P/CUP [12]	P/CUP [12]	
Personal services				
Hair salon/nail salon/spa	P [4]	P	P	
Dry cleaners, drop-off and pick-up	P [4]	P	P	
Laundromat, self-service	—	P	P	
Massage establishment	MUP [2]	MUP	MUP	
Tanning salon	—	P [2]	P [2]	
Tattoo and piercing	CUP	—	P	
Retail				
Art gallery	CUP	CUP	CUP	
Building materials and supply	—	P	—	
Firearm sales	—	MUP	—	
Furniture store	P	P	P	
General retail and merchandise	P	P	P	
Health care equipment	—	P	P	
Nursery, lawn, and garden supply store	—	CUP	CUP	
Saddle and equestrian store and repair	—	P	P	

Table 17.17.020.A: Use Regulations – Commercial and Mixed-Use Zoning Districts				
Use Classification	**CB**	**SC**	**MU**	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				
Tobacco/smoke shop	CUP	CUP	CUP	
Used merchandise store	P	P	—	
Reupholstery and furniture repair	—	P	P	
Veterinary clinic	—	P	—	
Industrial Uses				
Contractor's yard	—	CUP	—	
Contractor's shop	—	P	—	
Custom and artisan manufacturing	—	MUP	MUP	
Food and beverage manufacturing/brewery	CUP	CUP	CUP	
Transportation, Communications, and Utilities				
Communication facilities				
Audio/video recording studio	—	P	P	
Telecommunication facility	Sec. 17.22.270, Wireless Telecommunication Facilities			
Emergency services	—	CUP	—	
Public services, major		CUP	CUP	
Public services, minor	—	MUP	MUP	
Solar energy system	Sec. 17.22.240, Solar Energy Systems			
Transit station and terminal	CUP	CUP	CUP	
Agricultural and Extractive Uses				
Community garden	—	MUP	MUP	Sec. 17.22.100, Community Gardens
Winery, large	—	CUP	—	
Public/Institutional Uses				
Amphitheater	CUP	CUP	CUP	
Colleges and trade schools	—	MUP	MUP	
Community assembly	MUP	MUP	MUP	
Church	—	P	—	
Cultural institution and museum	CUP	MUP	MUP	

Table 17.17.020.A: Use Regulations – Commercial and Mixed-Use Zoning Districts				
Use Classification	**CB**	**SC**	**MU**	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				
Day care facility				
Seven or more persons	—	P	MUP	
Six or fewer persons	—	P	P	
Government office	P	P	P	
Instructional services	CUP	P	P	
Low barrier navigation center	P	—	P	
Parking facilities	CUP [4]	CUP	CUP	
Senior center	P [4]	P	—	
Accessory Uses – See also Sec. 17.22.020, Accessory Uses				
Accessory dwelling unit	Sec. 17.22.030, Accessory Dwelling Units			
Catering	P	P	P	
Cottage food operations	P	P	P	Sec. 17.22.110, Cottage Food Operations
Family day care, large	—	—	MUP	
Family day care, small	—	—	P	
Music/entertainment, live or amplified [6]	P/CUP [13]	P	P/CUP [13]	
On-site storage ~~facilities~~[14]	—	CUP	—	
Outdoor dining [6]	MUP	MUP	MUP	Sec. 17.22.170, Outdoor Dining and Seating
Outdoor display and sales	Sec. 17.22.180, Outdoor Display and Sales			
Small recycling facility	—	MUP	MUP	Sec. 17.22.220, Small Recycling Facilities

Table 17.17.020.A: Use Regulations – Commercial and Mixed-Use Zoning Districts				
Use Classification	**CB**	**SC**	**MU**	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed				

End Notes:

[1] Permitted on upper floors only.

[2] Permitted on upper floors only for properties fronting onto Main Street.

[3] Must be part of a mixed-use development.

[4] Not permitted on Main Street.

[5] The following are not permitted:

- Establishments serving customers within their vehicles on the premises or preparing beverages or food intended for consumption within their vehicles on the premises.
- Music or entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music or entertainment is being performed.
- Drive-in for take-out service.

[6] Roof top uses are only allowed in the CB and MU zoning districts.

[7] Formula and drive-through restaurant establishments are not permitted.

[8] Seating is not permitted.

[9] Limited to 10,000 gross square feet.

[10] A maximum of four formula retail businesses are permitted in any one zoning district.

[11] Rental of rooms limited to upper floors only for properties fronting onto Main Street.

[12] A CUP is required for non-public wine tasting, offered to wine distributors and wine merchants only.

[13] A CUP is required for live or amplified music/entertainment outdoors.

[14] This classification does not include the storage of goods, inventory, materials, or equipment associated with a permitted primary use when such storage is incidental and subordinate to that use.

17.17.030 Development Standards

Table 17.17.030.B: Development Standards – Commercial and Mixed-Use Zoning Districts, establishes the development standards for the Commercial Business, Service Commercial, and Mixed-Use Zoning Districts. The numbers in each illustration refer to corresponding regulations in the table.

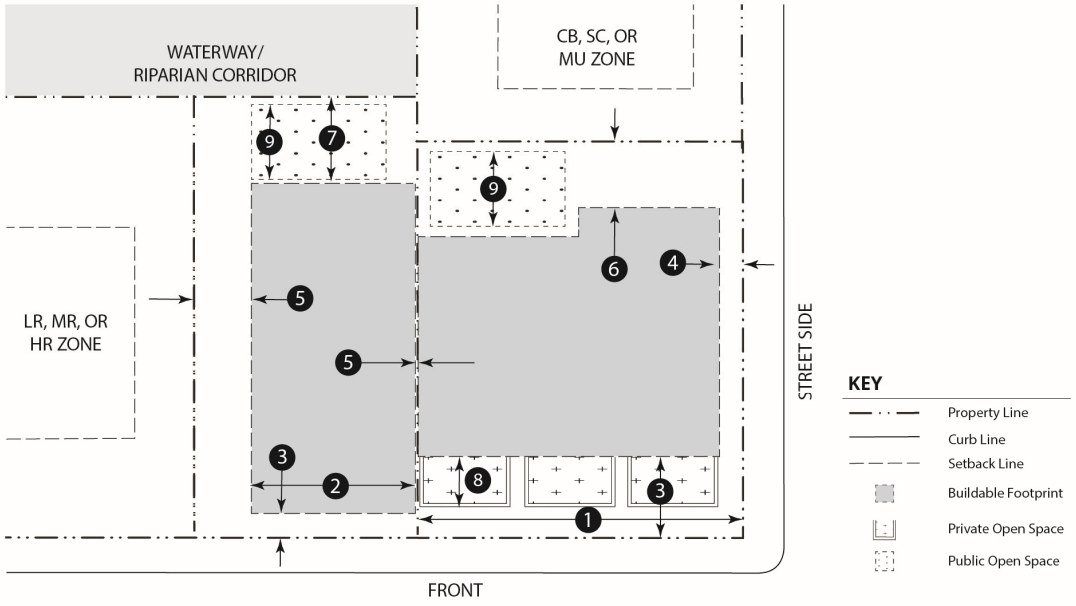


Table 17.17.030.B: Development Standards – Commercial and Mixed-Use Zoning Districts

Standard	CB	SC	MU	Key
Density/Intensity				
Density	n/a	n/a	Up to 20 du/ac	
FAR	Max. 2.0 (inclusive of residential uses)	Max. 0.50	Max. 1.0 (inclusive of residential uses)	
Lot Size				
Min. Lot Area	5,000 sq ft	10,000 sq ft	5,000 sq ft	
Min. Lot Width	None	None	45 ft	1
Floor Area for Individual Buildings	Max. 10,000 sq ft [1]	Max. 15,000 sq ft	Max. 15,000 sq ft	
Floor Area per Use	Max. 10,000 sq ft [1]	None	None	
Building Frontage	Main Street: 100% between Spring Street and Adams Street alignment; 85% elsewhere on Main Street	Min. 60% of lot width	Min. 50% of lot width	2
	All other streets: 60%			
Max. Height				

Table 17.17.030.B: Development Standards – Commercial and Mixed-Use Zoning Districts

Standard	CB	SC	MU	Key
Principal Structure	35 ft	35 ft	Pitched roof: 45 ft/3 stories; 30 ft/2 stories within 20 ft of a residential district	
	30 ft within 25 feet of a residential district and facing Oak Street			
	46 ft for parcels not on Main Street		Flat roof: 40 ft/3 stories; 26 ft/2 stories within 20 ft of a residential district	
Accessory Structure	16 ft	16 ft	16 ft	
Ground Floor Finished Floor Elevation	Max. 2 ft above adjacent right-of-way	Max. 2 ft above adjacent right-of-way	Nonresidential: Max. 2 ft above adjacent right-of-way	
			Residential: Min. 2.5 ft above adjacent right-of-way	
Ground Floor Ceiling Height	Min. 12 ft	Min. 12 ft	Nonresidential: Min. 12 ft	
			Residential: Min. 10 ft	
Setbacks				
Front Setback	Main Street: Max. 5 ft; Max 8 ft where active frontage is provided	Min. 25 ft	Nonresidential: Max. 10 ft	❸
	Adams Street and Oak Street: Max. 8 ft		Residential: No setback allowed north of Mitchell Dr.; 5-15 ft everywhere else	
Min. Street Side Setback	0 ft	25 ft [2]	0 ft	❹
Min. Interior Side Setback	0 ft	10 ft per floor [2]	0 ft	❺
	10 ft abutting a residential district		10 ft. abutting a residential district	
Min. Rear Setback	0 ft	15 ft	0 ft	❻
	10 ft. abutting a residential district	yards abutting a residential property must have a minimum of 20 ft [2]	10 ft. abutting a residential district	

Table 17.17.030.B: Development Standards – Commercial and Mixed-Use Zoning Districts				
Standard	**CB**	**SC**	**MU**	**Key**
Min. Setback from Abutting Waterway	Min. 50 ft from top of bank of Napa River			❼
	Min. 20 ft from top of bank of all other waterways			
Landscaping and Open Space				
Private Open Space for Multi-Family Development [3]	Min. 80 sq ft per unit	n/a	Min. 120 sq ft per unit	
Min. Dimension for Private Open Space	6 ft	n/a	6 ft	❽
Common Usable Open Space for Multi-Family Development [3]	Min. 150 sq ft per lot	n/a	Min. 150 sq ft per lot	
Min. Dimension for Common Usable Open Space	8 ft	n/a	15 ft	❾
Paved/Hardscaped Area	n/a	n/a	Max. 30% of front setback area	
Landscaped Area [4]	Min 5% of lot area	Min. 15% of lot area	Min. 10% of lot area	
Required Buffer Abutting Agricultural Use	A landscaped buffer min. 15 ft width with min. 15-gallon street trees at 30 ft on center			

End Notes:

[1] Only applies to the Main Street Corridor, south of Adams Street.

[2] Properties within the Highway 29 Specific Plan must comply with any additional required interior side and rear setbacks established in the Highway 29 Specific Plan EIR.

[3] May not include pedestrian access, required landscaped areas, on-site parking or driveway areas, and may not have a slope greater than 10 percent.

[4] Landscaped setbacks areas count toward this requirement.

17.17.040 Design Standards

The design standards in this Section apply to all development within the commercial and mixed-use zoning districts. These design standards supplement the development standards of Table 17.17.030.B: Development Standards – Commercial and Mixed-Use Zoning Districts.

A. **General Standards.** All development is subject to the provisions of Part IV, Citywide Standards.

B. **Highway 29 Specific Plan Applicability.** Properties within the Highway 29 Specific Plan area shall meet the requirements of the Highway 29 Specific Plan as well as the design standards of this Section 17.17.040, Design Standards.

C. **Residential Development in the Mixed-Use Zoning District.** Buildings where a minimum of two-thirds of the floor area of the building is residential must meet the requirements of Section 17.16.040, Design Standards, as well as those of this Section 17.17.040, Design Standards.

D. **Building Orientation.**

1. Building entrances must be oriented toward public rights-of-way or internal walkways.

2. Building design must prevent direct visual access into adjacent residential properties. Where a new or existing primary interior residential space has an uninterrupted line of sight to windows of a primary interior space at the same floor level within 20 horizontal feet, the glazing of the new windows shall be offset horizontally from the existing glazing by a minimum of 24 inches.

E. **Building Articulation.** Any building over 125 feet in width shall be broken down to read as a series of buildings no wider than 75 feet each.

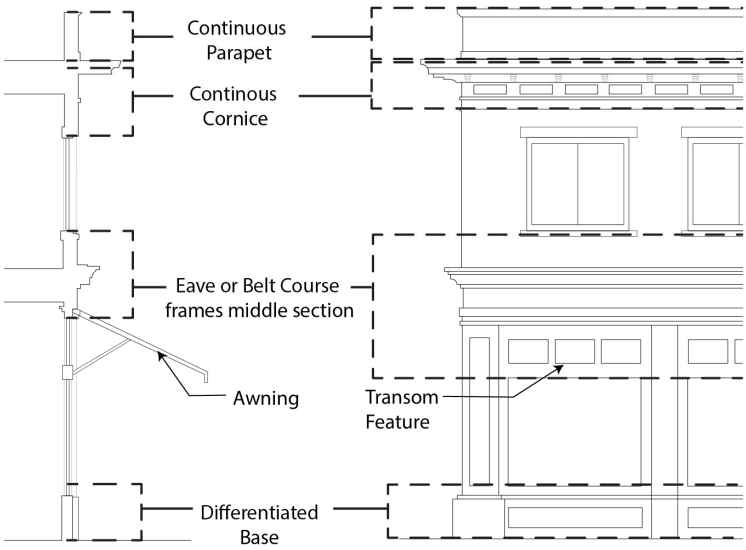
Figure 17.17.040.A: Building Articulation

F. **Building Facades Visible from a Public Street.**

1. Horizontal articulation must include a differentiated base, a roof cornice line or parapet, and an eave, awning, overhang, transom feature, belt course, or other architectural element that frames the middle section of the building.

2. Buildings or portions of buildings over two stories must include articulation for the top story of the building. This may be accomplished through a change in color, change in material, a cornice/belt course at the bottom of the uppermost floor, change in roof pitch (such as a gable), or an upper-story step-back.

Figure 17.17.040.B: Building Façade Visible from Public Street



3. Awnings must be of a durable, commercial grade fabric, canvas, or similar material with a matte finish.

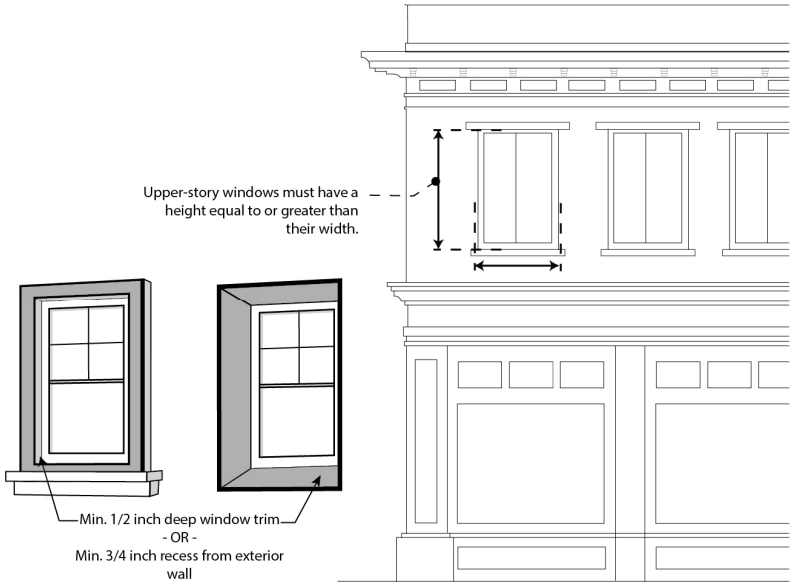
4. Canopies must be constructed of wood or other natural materials in keeping with materials used historically in the City.

G. **Upper-Story Window Design.**

1. Upper-story windows must have a height equal to or greater than their width.

2. Trim at least one-half inch in depth must be provided around all windows, or windows must be recessed at least three-quarter inches from the plane of the surrounding exterior wall. Foam is not a permitted trim material.

Figure 17.17.040.C: Upper-Story Window Design



H. **Exterior Building Materials and Colors.**

1. Building materials that support and enhance the architectural vernacular of the City must be used in all new developments. There are many materials that may be used to achieve this goal, including plaster or stucco, brick, native or artificial stone finishes, form board concrete finishes, board and batten siding, and horizontal siding (except as provided in subsection 1.c.

2. In addition, corrugated metal may be used as a roof or siding material in all commercial and mixed-use zoning districts.

3. Specifically prohibited materials include unplastered, unpainted, or painted concrete block, and vinyl or aluminum siding.

4. The palette of materials and colors on a building must be applied to all sides of the building.

5. A palette of contrasting colors is required along Main Street within the CB and MU Districts.

I. **Front and Street Side Setback Improvements**. Where front or street side setbacks are required, these areas must be improved with planters, paving, low walls, climbing vines, outdoor dining/seating areas, or other features that:

1. Visually distinguish parking areas from pedestrian areas;

2. Emphasize the building entrance and any on-site open space; and

3. Frame required building transparency.

J. **Refuse and Recycling Area Enclosures.**

1. ***Container Materials.*** Containers used for the collection and storage of refuse and recyclable materials shall be constructed of a durable waterproof and rustproof material, covered when the site is not attended, secured from unauthorized entry or removal of material and shall be of a capacity sufficient to accommodate materials collected between collection schedules.

2. ***Enclosure Materials.*** Unless specifically waived by the design review processes described in Chapter 17.05, Planning Permits and Approvals, all development projects shall have a refuse enclosure constructed of such materials as to be opaque and of sufficient size to permit the storage, removal, and replacement of standard commercial size refuse containers. No collection, storage or stacking of refuse is permitted outside the refuse enclosure.

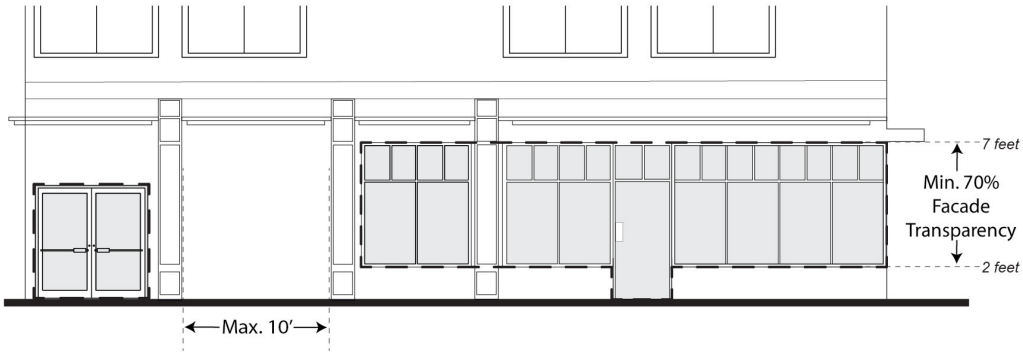
3. ***Drainage.*** The floor of the enclosure shall have a drain that connects to the sanitary sewer system.

K. **Design Standards in the CB and MU Districts Only.**

1. ***Building Transparency/Required Openings on Main Street in the CB and MU Districts.*** Exterior walls facing and within 40 feet of a street facing lot line or pedestrian walkway must include windows, doors, or other openings for at least 70 percent of the building wall area and located between two and seven feet above the level of the sidewalk or

walkway. These walls may run in a continuous plane for no more than 10 feet without transparency or an opening.

Figure 17.17.040.D: Façade Transparency on Main Street in the CB and MU District



a. ***Design of Openings***. Openings fulfilling this requirement must have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

b. ***Exceptions for Parking Garages.*** Multi-level garages are not required to meet the ground-floor transparency requirement.

c. ***Reductions.*** The building transparency requirement may be reduced or waived upon finding that:

   i. The proposed use has unique operational characteristics with which providing the required windows and openings is incompatible; and

   ii. Street-facing building walls will exhibit architectural relief and detail and will be enhanced with landscaping in such a way as to create visual interest at the pedestrian level.

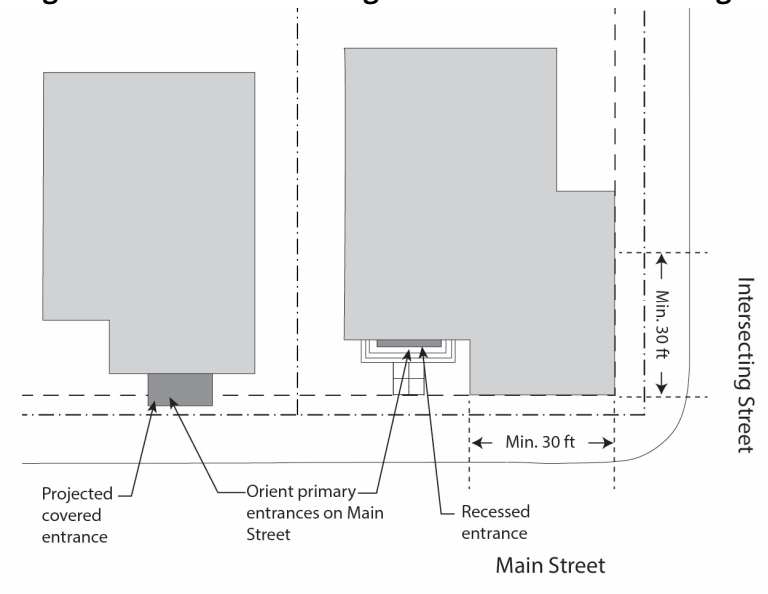
2. ***Buildings with Main Street Frontage in the CB and MU Districts.***

   a. Buildings must be oriented to face Main Street with the primary entrance on Main Street.

   b. Building entrances must be either covered or recessed a minimum of four feet from the building façade.

   c. Buildings on corner parcels must be placed at the intersection of the front and side setback lines for a minimum of 30 feet along both setback lines.

Figure 17.17.040.E: Buildings with Main Street Frontage



3. ***Off-Street Parking in the MU District.***

   a. Off-street parking spaces may not be accessed from the front of the lot.

   b. Off-street parking spaces may not be located within 40 feet of a street-facing property line. Exceptions may be granted through Design Review upon finding that:

      i. The design incorporates habitable space built close to the street frontage to the maximum extent feasible;

      ii. The site is small and constrained such that underground parking or surface parking located more than 40 feet from the street frontage is not feasible; and

      iii. A screen wall designed to match the building materials of the primary building or a row of landscaping screens any off-street parking located within 40 feet of the street frontage.

L. **Design Standards in the SC District Only.**

1. ***Frontages.***

   a. Building design must emphasize active frontages and establish a connection to the right-of-way street.

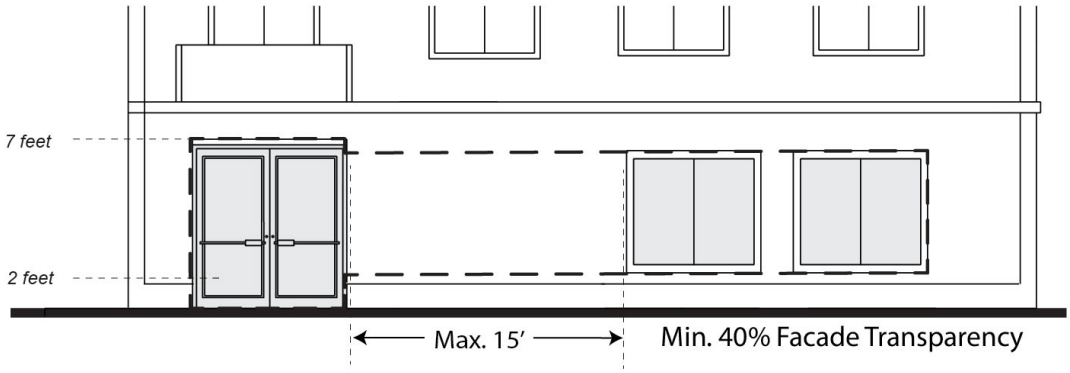
   b. Frontages must feature at least one entry.

   c. Buildings more than 50 feet in length along a right-of-way must incorporate at least one recessed entry with a minimum depth of six feet from the front façade.

   d. The width of the recessed entry must be appropriate relative to the size of the building, with the maximum ratio of building height to entry recess 2.5:1 (height less than 2.5 x width).

2. ***Building Transparency/Required Openings.*** Exterior walls facing and within 40 feet of a street facing lot line or pedestrian walkway must include windows, doors, or other openings for at least 40 percent of the building wall area and located between two and seven feet above the level of the sidewalk or walkway. These walls may run in a continuous plane for no more than 15 feet without transparency or an opening.

Figure 17.17.040.F: Building Transparency for SC District



a. ***Design of Openings***. Openings fulfilling this requirement must have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces.

b. ***Reductions.*** The building transparency requirement may be reduced or waived upon finding that:

i. The proposed use has unique operational characteristics with which providing the required windows and openings is incompatible; and

ii. Street-facing building walls will exhibit architectural relief and detail and will be enhanced with landscaping in such a way as to create visual interest at the pedestrian level.

3. ***Off-Street Parking Areas in the SC District.***

a. Off-street parking spaces may not be located within 10 feet of a street-facing property line. For properties within the Highway 29 Specific Plan area, refer to that Plan for the location and design of proposed parking areas.

b. Curb cuts are limited to one per 80 linear feet of any one street-facing frontage.

Chapter 17.18 Business and Industrial Zoning Districts

Sections:

17.18.010 Purpose and Applicability
17.18.020 Use Regulations
17.18.030 Development Standards
17.18.040 Design Standards

17.18.010 Purpose and Applicability

This Chapter encourages business and industrial uses by providing areas exclusively for development subject to regulations necessary to ensure the protection of adjoining uses. This Chapter establishes use regulations, development standards, and design standards for the Business and Professional Office and Industrial Zoning Districts as follows:

Business and Professional Office (BPO). The BPO Zone is intended to provide for professional and administrative offices, medical and dental offices, research and development uses, financial institutions, public and quasi-public uses, and similar and compatible uses. Residential uses in this designation can be considered for a building's upper floors. This Zone implements the Office General Plan Land Use Designation.

Industrial (I). The I Zone is intended to provide for industrial parks, warehouses, light manufacturing, auto and farm-related equipment sales and repairs, viticulture, and winery support services and similar and compatible uses. This Zone implements the Industrial General Plan Land Use Designation.

17.18.020 Use Regulations

Table 17.18.020.A: Use Regulations – Business and Industrial Zoning Districts lists the uses permitted ("P"), permitted with a Minor Use Permit ("MUP") granted by staff-level review, and permitted with a Conditional Use Permit ("CUP") granted at a public hearing. The right-hand column provides references to additional regulations beyond those of the base zoning district development and design standards. Any projects that qualify for ministerial approval under state law will be processed ministerially as required by that state law.

Table 17.18.020.A: Use Regulations – Business and Industrial Zoning Districts			
Use Classification	***BPO***	***I***	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed			
Residential Uses			
Emergency shelters	P	—	
Live/Work	MUP	CUP	Sec. 17.22.140, Live/Work Units
Multi-family dwellings	CUP [1]	—	
Single room occupancy (SRO)	CUP [1]	—	Sec. 17.22.210, Single Room Occupancy Units

Table 17.18.020.A: Use Regulations – Business and Industrial Zoning Districts			
Use Classification	***BPO***	***I***	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed			
Commercial Uses			
Agricultural supply sales	—	P	
Animal care and service			
Animal boarding facility/kennel	—	CUP	
Veterinary clinic	—	P	
Automobile/Vehicle sales and services			
Farm/Agricultural equipment sales, service, and rental	—	P	
Towing and impound yard	—	CUP	
Banks and financial institutions	P	—	
Business services			
Equipment rental and leasing	—	P	
General business services	P	P	
Printing and copy services	P	P	
Security services	—	P	
Eating and Drinking Establishments			
Brewpub	—	CUP	See Sec. 17.22.050, Alcoholic Beverage Sales
Maker's space			
Candle-making	MUP	P	
Ceramics/pottery	MUP	P	
Glass blowing	MUP	P	
Jewelry	P	P	
Multi-media	MUP	P	
Mobile food vendor	CUP	CUP	Sec. 17.22.150, Mobile Food Vendors
Food preparation	—	P	
Funeral homes and mortuaries	—	P	
Health clubs and fitness centers	MUP	P	
Heavy equipment repair	—	P	
Indoor recreation	—	CUP	

Table 17.18.020.A: Use Regulations – Business and Industrial Zoning Districts			
Use Classification	***BPO***	***I***	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed			
Offices			
Business, professional, and technology	P	—	
Medical and dental	P	—	
Walk-in clientele	P	—	
Wholesale offices	P [2]	—	
Winery offices (off-site)	P/CUP [3]	—	
Personal services			
Massage establishment	P	—	
Retail			
Building materials and supply		P	
Firearm sales	—	MUP	
Health care equipment	P	—	
Saddle and equestrian store and repair	—	P	
Reupholstery and furniture repair	—	P	
Industrial Uses			
Commercial laundry	—	P	
Construction and material yard	—	P[4]	
Contractor shop	—	P	
Contractors' office and showroom, excluding storage yard	P	—	
Contractors' yard	—	P	
Crop service	—	P	
Custom and artisan manufacturing	MUP	MUP	
Dry cleaning facility	—	P	
Fuel storage	—	CUP	
Industrial, general	—	MUP [4]	
Manufacturing, packaging, and processing	—	CUP	
Micro-brewery	—	CUP	See Sec. 17.22.050, Alcoholic Beverage Sales

Table 17.18.020.A: Use Regulations – Business and Industrial Zoning Districts			
Use Classification	***BPO***	***I***	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed			
Micro-distillery	—	CUP	Sec. 17.22.050, Alcoholic Beverage Sales
Research and development	CUP	P/CUP [5]	
Storage, personal	—	CUP	
Tanks for storage	—	CUP	
Warehousing, wholesale, and distribution	—	P [4]	
Wine warehousing	—	CUP	
Transportation, Communications, and Utilities			
Communication facilities			
Audio/video recording studio	—	P	
Telecommunications	Sec. 17.22.270, Wireless Telecommunications Facilities		
Emergency services	—	CUP [6]	
Public services, major (City facilities only)	P	P	
Public services, major	CUP	CUP	
Public services, minor (City facilities only)	P	P	
Public services, minor	MUP	MUP	
Solar energy systems	Sec. 17.22.250, Solar Energy Systems		
Transit stations and terminals	—	CUP	
Agriculture and Extractive Uses			
Mining and quarrying of nonmetallic minerals	—	CUP[7]	
Wineries, large	—	CUP[8]	
Public/Institutional Uses			
Colleges and trade schools	CUP	—	
Community assembly	CUP	—	
Day care facility			
Seven or more persons	CUP	—	
Six or fewer persons	MUP	—	
Government offices	CUP	CUP	
Hospitals and clinics	P	—	

Table 17.18.020.A: Use Regulations – Business and Industrial Zoning Districts			
Use Classification	***BPO***	***I***	**Additional Regulations**
"P" = Permitted; "MUP" = Minor Use Permit; "CUP" = Conditional Use Permit; "—" = Use Not Allowed			
Instructional Services	—	P	
Low barrier navigation center	P	—	
Parking facilities	CUP	—	
Schools	CUP	—	
Accessory Uses – See also Sec. 17.22.020, Accessory Uses			
Accessory dwelling unit	Sec. 17.22.040, Accessory Dwelling Units		
Beekeeping		P	Sec. 17.22.070, Beekeeping
Caretaker residence [9]	—	MUP	
Cottage food operations	P	—	Sec. 17.22.110, Cottage Food Operations
Family day care, large	CUP	—	
Family day care, small	P	—	
On-site storage[10] ~~facilities~~	CUP	CUP	
Small recycling facility	MUP	MUP	Sec. 17.22.220, Small Recycling Facilities

End Notes:

[1] Permitted on upper floors only.

[2] Storage or on-site shipping and receiving of products not permitted.

[3] CUP required for nonpublic wine tasting, offered to wine distributors and wine merchants only. No public sales or tasting allowed.

[4] CUP required where adjacent to property zoned residential or an existing residential use.

[5] A CUP is required when uses involve the use of hazardous substances.

[6] May include cooking and sleeping facilities for employees on duty only.

[7] Subject to the provisions of the Surface Mining and Reclamation Act of 1975 (§§ 2710 et seq. of the Public Resources Code).

[8] Retail sales and tasting not permitted.

[9] Residence must be occupied by employees and their immediate families, employed for the purpose of on-site management, maintenance, or upkeep. Temporary business guests and employees on temporary assignment are also allowed to reside in the unit.

[10] This classification does not include the storage of goods, inventory, materials, or equipment associated with a permitted primary use when such storage is incidental and subordinate to that use.

17.18.030 Development Standards

Table 17.18.030.B: Development Standards – Business and Industrial Zoning Districts establishes the development standards for the Business and Professional Office and the Industrial Zoning Districts. The numbers in each illustration refer to corresponding regulations in the table.

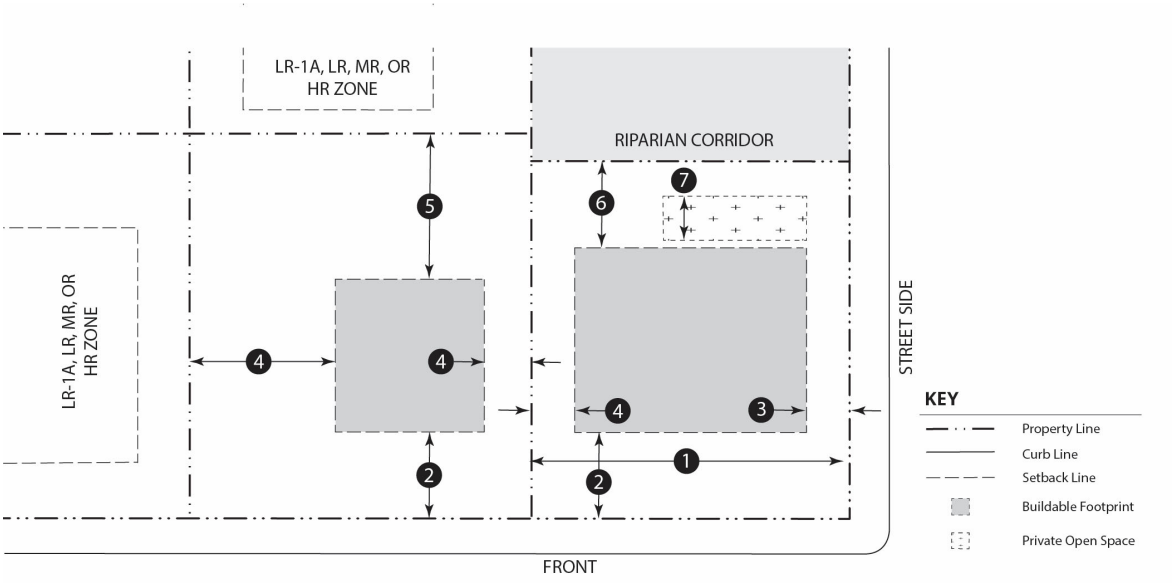


Table 17.18.030.B: Development Standards – Business and Industrial Zoning Districts			
Standard	***BPO***	***I***	**Key**
Density/Intensity			
Density	Max. 20 du/ac	n/a	
FAR	Max. 0.50	Max. 0.50 for uses including < 90% warehousing	
		Max. 0.60 for uses including ≥90% warehousing	
Lot Size			
Min. Lot Area	7,000 sq ft	20,000 sq ft	
Min. Lot Width	none	100 ft	❶
Height			
Principal Structure	30 ft	45 ft	
	No roof pitch must be less than 4:12	35 ft within 100 feet of a residential, A-20, or W district	

Table 17.18.030.B: Development Standards – Business and Industrial Zoning Districts				
Standard	***BPO***	***I***		**Key**
Setbacks				
Min. Front Setback	20 ft	25 ft from any street or public right-of-way (whichever is closer)	35 ft from a residential, A-20, or W district	❷
Min. Street Side Setback	10 ft			❸
Min. Interior Side Setback	10 ft			❹
Min. Rear Setback	15 ft			❺
Min. Setback from Abutting Waterway	Min. 50 ft from top of bank of Napa River			❻
	Min. 20 ft from top of bank of all other waterways			
Landscaping and Open Space				
Private Open Space for Multi-Family Development	Min. 80 sq ft per unit	n/a		
Min. Dimension for Private Open Space	6 ft	n/a		❼
Landscaped Area [1]	Min. 15% of lot area.	Min. 10% of lot area.		
Required Buffer Abutting Agricultural Use and Residential Uses	A landscaped buffer min. 15 ft width with street trees at 30 ft on center			

End Note:

[1] Landscaped setback areas count toward this requirement.

17.18.040 Design Standards

A. **General Standards.** All development is subject to the provisions of Part IV, Citywide Standards).

B. **Residential-Mixed-Use Buildings.** Buildings where a minimum of two-thirds of the floor area of the building is residential must meet the requirements of Section 17.16.040, Design Standards, as well as those in this Section 17.18.040, Design Standards. In the event of a conflict between the standards of these two Sections, the most restrictive shall apply.

C. **Design Standards in the BPO District.**

1. **Building Design.** Building design must emphasize active frontages and establish a connection to the right-of-way street.

   a. Frontages must feature at least one entry.

   b. Buildings more than 50 feet in length along a right-of-way must incorporate at least one recessed entry with a minimum depth of six feet from the front façade.

2. **Building Facades Visible from a Public Street.** Horizontal articulation must include an eave, awning, overhang, a differentiated building base, or other architectural element that articulated the building facade.

3. **Front and Street Side Setback Improvements.** Where front or street side setbacks are provided, these areas must be improved with planters, paving, low walls, climbing vines, outdoor dining/seating areas, or other features that:

   a. Visually distinguish parking areas from pedestrian areas;

   b. Emphasize the building entrance and any on-site open space; and

   c. Frame the buildings ground-level windows.

4. **Fencing.** No fence in the front setback may exceed three feet in height. All other fencing outside the front setback may not exceed six feet in height.

5. **Trash Enclosures.** Unless specifically waived by the design review processes described in Chapter 17.05, Planning Permits and Approvals, all development projects shall have a refuse enclosure constructed of such materials as to be opaque and of sufficient size to permit the storage, removal, and replacement of standard commercial size refuse containers. No collection, storage or stacking of refuse is permitted outside the refuse enclosure. Trash enclosures must be illuminated for nighttime security and use.

6. **Parking.** Parking spaces may be paved with all-weather pervious materials, but travelways must be of concrete or asphalt.

D. **Design Standards in the I District.**

1. **Building Design.** Buildings more than 50 feet in length along a right-of-way must incorporate at least one recessed entry with a minimum depth of six feet from the front façade.

2. **Building Facades Visible from a Public Street.** Horizontal articulation must include an eave, awning, overhang, a differentiated building base, or other architectural element that articulated the building facade.

3. **Front and Street Side Setback Improvements.** Where front or street side setbacks are provided, these areas must:

   a. Visually distinguish parking areas from pedestrian areas;

   b. Emphasize the building entrance and any on-site open space; and

   c. Frame the building's ground-level windows.

4. **Required Screening abutting a Non-Industrial District.**

   a. ***Abutting all Residential Districts.*** Where abutting a residential district, an eight-foot opaque, landscaped, soundproofed wall is required.

   b. ***Abutting all Non-Industrial and Non-Residential Districts.*** Where abutting a non-industrial or non-residential district, an eight-foot opaque landscaped fence or wall is required. The eight-foot screening element need not be located on the property line.

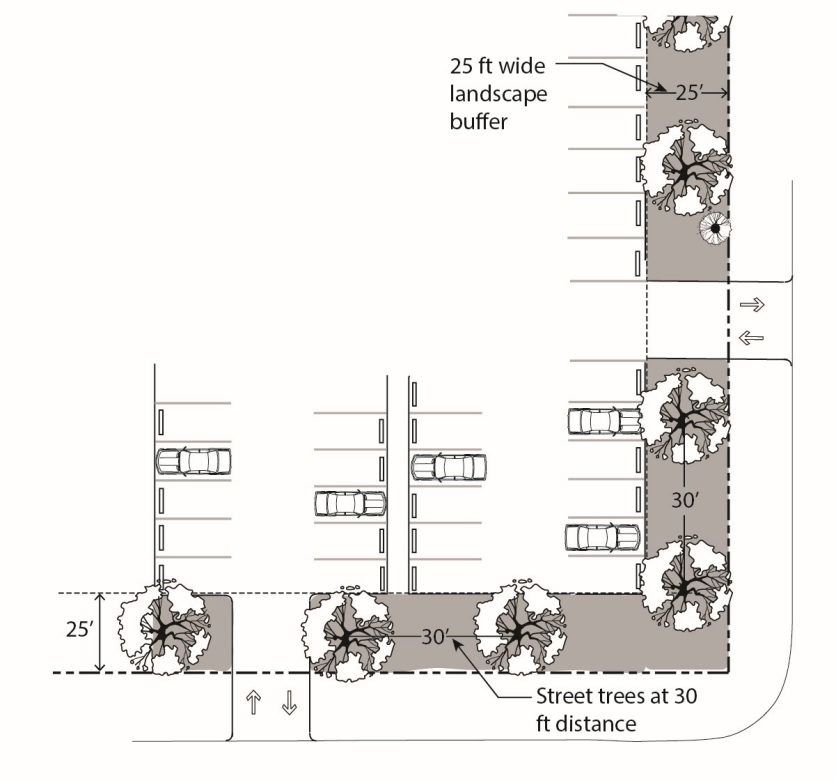
5. **Landscaped Buffer.** In addition to the requirements of Table 17.18.030.B: Development Standards – Business and Industrial Zoning Districts, landscape requirements for buffer areas are as follows:

a. A landscaped buffer at least 25 feet in width with street trees at 30 ft on center is required along all street frontages;

b. Trees shall be at least 15-gallon size at time of planting; and

c. Ground cover must be installed under trees and maintained in accordance with approved plans.

Figure 17.18.040.A, Landscape Buffer



6. **Fencing.** No fence in the front setback may exceed three feet in height. All other fencing outside front setback may not exceed eight feet in height.

a. An eight-foot opaque landscaped fence or wall (side/rear setback) is required where abutting a non-industrial zone. If a residential zone abuts the property, subsection 6.b applies;

b. An eight-foot opaque, landscaped, and soundproofed wall is required where abutting a residential zone.

7. **Parking and Loading.**

a. Off-street parking is not permitted in the required front setback. If a property is located in the Highway 29 Specific Plan area, the parking site design must comply with the standards of the Specific Plan if more restrictive.

b. Parking spaces may be paved with all-weather dust-free pervious materials; however, travelways must be of concrete or asphalt.

c. No loading/unloading may be conducted in a public right-of-way.

d. There must be at least one off-street loading space per use. Additional loading dock and truck standing requirements must be based on proposed uses and must ensure that trucks will not block traffic or obstruct on-street parking spaces. Additional requirements may be specified as a condition of a Conditional Use Permit.

8. **Other Standards.**

a. An interior fire sprinkler system approved by the Chief Building Official must be installed in all buildings.

b. One-hour minimum fire-resistant construction on all exterior walls within 10 feet of all property lines must be installed. Fire resistant construction of interior walls shall be determined by type of occupancy and approved by the Chief Building Official.

c. Low flow (water restricting) plumbing devices shall be installed.

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION NO. PC2026-013

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTION 17.33 (DEFINITIONS) AND TABLE 17.17.020(A) (USE REGULATIONS - COMMERCIAL AND MIXED-USE ZONING DISTRICTS) OF TITLE 17 (ZONING) OF THE ST. HELENA MUNICIPAL CODE (ZOA 26-002)

Recitals

WHEREAS, the City of St. Helena, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City desires to amend its Zoning Code (ZOA 26-002), codified as Title 17 of the St. Helena Municipal Code ("SHMC"); and

WHEREAS, staff prepared the proposed ordinance, including any additional information and documents deemed necessary for the Planning Commission to take action; and

WHEREAS, the City gave public notice of the public hearing for the proposed ordinance in accordance with applicable law; and

WHEREAS, on April 21, 2026, the Planning Commission held a duly-noticed public hearing and adopted Resolution No. PC2026-009 recommending approval of ZOA 26-002; and

WHEREAS, following the April 21, 2026 public hearing and during preparation of the City Council agenda materials, staff continued refining the proposed ordinance language and identified a potential inconsistency between the proposed definition of On-Site Storage Facilities and the existing accessory use framework established in the Municipal Code; and

WHEREAS, on June 16, 2026, the Planning Commission held a duly noticed public hearing to reconsider its prior recommendation and consider revisions to Zoning Ordinance Amendment (ZOA 26-002); and

WHEREAS, staff determined that the revised definition and clarifying footnote adequately address the issue that initiated the amendment and therefore no longer recommends the proposed Conditional Use Permit requirement for On-Site Storage Facilities in the CB and MU zoning districts; and

WHEREAS, during its June 16, 2026 public hearing, the Planning Commission discussed whether the term "On-Site Storage Facilities" should be revised to "On-Site Storage" for consistency with the proposed amendments and existing Municipal Code provisions regulating on-site storage; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred.

Resolution

NOW THEREFORE, the Planning Commission of the City of St. Helena does resolve, determine, find and order as follows:

Recitals. The above recitals are incorporated herein by reference.

Compliance with CEQA. The Planning Commission recommends that the City Council find that the proposed ordinance amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

General Plan Consistency. Based on the entire record before the Planning Commission, and all written and oral evidence presented, the Planning Commission hereby finds that the proposed ordinance is consistent with the City's adopted General Plan. The proposed ordinance does not otherwise conflict with any of the General Plan's goals or policies.

Zoning Ordinance Amendment ZOA 26-002. The Planning Commission hereby recommends that the City Council adopt the attached proposed ordinance (**Exhibit A**) entitled:

> An Ordinance of the City Council of the City of St. Helena amending Section 17.33 (Definitions) and Table 17.17.020(A) (Use Regulations—Commercial and Mixed-Use Zoning Districts) of the St. Helena Municipal Code to clarify the regulation of on-site storage facilities.

Availability of Documents. The proposed ordinance is on file and available for public review in the Community Development Department at St. Helena City Hall, 1088 College Avenue.

Severability. If any part of this Resolution is held by a court to be invalid, that part is severable from the rest and every other part remains unaffected and in effect.

(Signatures on following page)

I HEREBY CERTIFY that the foregoing recommendation to the City Council was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of the Planning Commission held on June 16, 2026 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Sue Furdek, Vice Chair
Planning Commission

ATTEST:

Leza Mikhail
Community Development Director

Attachments:

1. "Exhibit A" Proposed Ordinance of the City Council
2. Redlined Ordinance Sections 17.33 and 17.17.020, for reference only

Agenda Report to the City Council

Agenda Section: OLD BUSINESS
Department: Community Services Department - Parks and Recreation Division

DATE:	July 28, 2026
FROM:	Ashley Sylvester, Director of Community Services Department
SUBJECT:	Consideration and proposed approval of a resolution approving a facility use agreement between the City of St. Helena and St. Helena Little League for the use of baseball facilities located at Crane Park.
RECOMMENDED ACTION:	City Staff recommend approving the proposed resolution approving the facility use agreement between the City of St. Helena and St. Helena Little League.
PREVIOUS COUNCIL ACTION:	City Council Resolutions 97-32 (1997) and 2018-80 (2018)
STATEMENT OF THE PURPOSE:	St. Helena Little League and the City of St. Helena wish to enter into a long-term facility use agreement for the shared use of baseball facilities at Crane Park to support local Little League activity.
FINANCIAL IMPACT:	There is no change to fiscal impact with the approval of this resolution from what is currently accounted for in approved City budgets. The proposed agreement updates the terms and agreements of the previous agreement, with an impact on City staff expected to be similar to what is in place with the existing agreement. Any future facility improvements will either be funded directly by St. Helena Little League or will come forward as a proposed CIP project with accompanying budget requests.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:

The City owns certain real property in the City of St. Helena commonly known as Crane Park. On November 4, 1966, City and Napa Valley Little League, Inc., a non-profit group d.b.a. St. Helena Little League (Little League), entered into an Agreement and Lease wherein the City leased to Little League a portion of Crane Park for the purpose of allowing Little League to develop the leased premises with two baseball diamonds and use the baseball diamonds for Little League baseball. The Lease term commenced on April 1, 1967, and ran for an initial period of 30 years through and including March 31, 1997. On March 25, 1997, the St. Helena

City Council adopted Resolution No. 97-32 renewing the lease for an additional 20-year term commencing on April 1, 1997, and expiring on March 31, 2017. On June 26, 2018, the St. Helena City Council adopted Resolution 2018-80 renewing the lease for an additional 5-year term, extending the lease through June 2023. A part of the 2018 agreement included renovation and updates to the baseball facilities, which St. Helena Little League undertook in 2021 and 2023. In recognition of Little League's dedication to delivering a long-standing community benefit, as well as their commitment to providing past and future facility improvements, both the City and Little League are interested in entering into an updated and extended facilities use agreement that provides for a robust Little League program, a comprehensive maintenance plan, and a coordinated used of a community-wide asset.

DISCUSSION:

St. Helena Little League provides a valuable service to our community by providing the opportunity for hundreds of youth to take part in baseball and softball activities on an annual basis. In order for the program to successfully take place, SHLL requires a consistent space for the players and families to practice, play games, and gather. In addition to their regularly scheduled activities, SHLL provides community gathering opportunities in the form of community events such as the opening day festivities and end of year celebrations.

Over the terms of this agreement, Little League has operated in good faith, worked collaboratively with City Staff on facility use and maintenance needs, and made improvements to the facility that have benefited both Little League participants and the overall community. Of recent note was the contribution of new sod on the two baseball fields, which was donated and installed by Little League, estimated at approximately $50,000, as well as improvements to the grandstands and dugout areas estimated at approximately $300,000. The city's cost for water for the ball field is approximately $60,000 per year and is absorbed by the city.

In Fall 2024, Little League representatives and City staff picked up conversations about entering into a new and extended facilities use agreement. Since the terms of the existing lease have been in place for over twenty years, City Staff, the City Attorney, and Little League Board recommend entering into a new agreement to ensure the terms, each party's responsibilities, and process for potential future facility improvements are accurately defined. Over the past two years, the two parties represented by city staff and board members have changed, have negotiated in good faith and brought forward a draft agreement for the Council's consideration.

The draft agreement includes defined use times that meet the needs of Little League, as well as community use, maintenance standards and roles, and a defined process for any future proposed facility improvements. The agreement has been put together with input and review from the Little League Board of Directors, the City Attorney, and City staff in the Recreation and Public Works Departments.

While not comprehensive of all areas within the agreement, a high-level framework of facility usage, maintenance responsibilities, and term length are highlighted below:

Steering Committee:

A steering committee will consist of representatives from St. Helena Little League, Parks and Recreation, and Public Works. This group will meet, at a minimum, twice annually and will be responsible for reviewing and setting facility standards, be the points of contact for maintenance and scheduling matters, and ensuring regular communication and ongoing collaboration between the two agencies.

Facility Use:

- Little League Season: January – June

- Little League has exclusive scheduled use of the baseball facilities
- City may schedule use during this time, when not in use by Little League, and by confirming with representatives from the Steering Committee
- When ball fields are not in use for Little League activities, they will remain open and accessible for community access

- Little League Postseason: July 1 -July 31

- Little League has priority scheduling use to accommodate postseason and/or all-star activities.
- Dates of use will vary from year-to-year, based on regular season outcomes.
- The City, or other parties approved by the City, may schedule use during this time, when not in use by Little League and by confirming with representatives from the Steering Committee.
- When ball fields are not in use for Little League activities, they will remain open and accessible for community access.
- The City will be provided access to implement 4th of July festivities.

- Offseason: August – December

- The City, or other parties approved by the City, may schedule programs during this time.
- When not scheduled for use, ball fields will remain open and accessible for community access.

Maintenance Responsibilities:

- City Responsibilities (year-round)

- Mow outfields
- Maintain irrigation system
- Trim and manage trees
- Pest control and weed abatement
- Maintain restrooms, walkways, fences, fountains, trash receptacles and all shared park amenities in accordance with the established maintenance procedures and schedules.

- Provide space for Little League Board meetings
- Pay and provide access to all utilities

- Little League Responsibilities (during Little League Season and Postseason)

- Mow and maintain infield areas, including weed abatement
- Prepare fields (lining, dragging, mound work, equipment) for all game and practice use
- Conduct minor repairs to the irrigation system (such as sprinkler head adjustment or replacement)
- Clean and maintain dugouts, snack bar, grandstands, batting cages
- Inspect baseball facilities and report safety and/or maintenance concerns
- Manage, install, and remove temporary signage on an agreed-upon schedule
- Prepare facility for hand-off to City staff between postseason and offseason periods

Term Length:
The contract is designed to balance the needs of the Little League and the City. it provides the Little League with a relatively long-term agreement with an adjusted opted clause that only states either party can terminate the agreement with cause in the event of a material breach by either party.

- The key terms are as follows:

- 20-Year Agreement
- Status updates are provided to Parks and Recreation Commission and/or City Council every five years
- Maintenance responsibilities and schedule of use are amendable as an exhibit within the agreement.

The terms were discussed at the January 27, 2026, City Council at great length and followed up with from staff and the City Attorney. City Staff have removed a previous termination clause that stated either party can terminate the agreement with 12-month notice. Staff would like to make note that the City Attorney advised city staff of the risk to remove that and that extenuating circumstances of the property would most likely be the only cause to enact a termination, as well as the potential of St. Helena Little League being disbanded at some point in time due to low enrollment or unforeseen circumstances. However, as both parties have continued to act in good faith with previous agreements and the weighing of considerations and recommendation, in this instance, we accept the risk and have removed the previous 12-month termination clause from the agreement.

ENVIRONMENTAL REVIEW:

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 5: Enhance Quality of Life
Goal 7: Enhance Organizational Effectiveness

ATTACHMENTS:

1. Presentation - St. Helena Little League
2. St. Helena Little League Agreement- Final
3. St. Helena Little League Agreement Resolution-2026 FINAL

City of St. Helena and St. Helena Little League Agreement

July 28, 2026

City Staff: Ashley Sylvester, Director of Community Services

Background

- 1966 - Original agreement. Land leased to Little League to develop ballfields and implement a Little League program
  - 30-year term; 20-year renewal (1966-2017)

- 2018 – Five-year agreement, with automatic renewals.
  - Included renovation responsibilities
  - New sod in 2021; Renovated grandstands in 2023

- Present Day - Currently on automatic renewal of 2018 agreement

- 2023 both parties wish to enter into an updated and extended agreement; discussions continued through January 2026 when previously presented
- Both parties have come to a 20-year agreement with an automatic 20- year renewal with 1- year lead of optional negotiations prior to renewal if either party decides

Facility Use

Little League Season: January – June

- SHLL has exclusive scheduling use
- City may schedule when not being utilized
- Remains open to the Community when not in use

Little League Postseason: July 1 – July 31

- SHLL has priority to schedule to accommodate postseason schedule
- City, or others approved by City, may schedule use when not in use by SHLL
- Remains open to the Community when not in Use

Offseason: August – December

- City, or others approved by the City, may schedule programs during this time
- Remains open to the community when not scheduled for use

Maintenance Responsibilities

City

- Mow Outfields year-round, Infields During Offseason
- Maintain Irrigation System
- Trim and Manage Trees
- Pest Control and Weed Abatement
- Maintain all common amenities within the park (restrooms, fountains, fences, walkways, etc.)
- Provide space for SHLL Board meetings
- Pay and Provide all Utilities

SHLL (During Season)

- Mow and Maintain Infields
- Prepare Fields for Play
- Minor Irrigation Repairs
- Clean and Maintain Dugouts, grandstands, snack bar, batting cages
- Inspect Baseball Facilities and Report Issues
- Manage Temporary Signage
- Prepare for seasonal hand-off of facilities

Steering Committee

Consist of representatives from St. Helena Little League, Parks and Recreation, and Public Works

Will meet, at a minimum, twice annually

Responsible for reviewing and setting facility standards, maintenance schedules and coordinating facility use

Ensuring regular communication and ongoing collaboration between the two agencies

Term Length

Term Length

Most Recent/Current Agreement is for five years, with automatic annual continuation

SHLL and City Request 20-year term agreement

- Continuity of the program
- Support capital fundraising efforts

Current 2018 Agreement has a (90) Day Written termination notice for any reason

City Staff has removed previous termination for any reason clause. City attorney has noted risk with doing so and the city looks to move forward with that removal.

Addition to Contract

Add to Section 11. Terms

"This Agreement shall automatically renew for an additional twenty (20) years at the conclusion of the term unless either party gives written notice at least one (1) year prior to the termination date, during which time, pursuant to mutual agreement, the Parties may engage in negotiations for the continuation or revision of the Agreement. "

Add in inclusive language for Softball to Section

Thank you

Play Ball!

FACILITIES USE AGREEMENT
BETWEEN CITY OF ST. HELENA AND NAPA VALLEY LITTLE LEAGUE, INC.

This Facilities Use Agreement (the "Agreement") is made and entered into this January 13, 2026 ("Effective Date"), by and between the City of St. Helena, a California municipal corporation ("the City"), and Napa Valley Little League, Inc., a California non-profit corporation d.b.a. St. Helena Little League ("SHLL"). City and SHLL are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties".

RECITALS

A. City owns certain real property in the City of St. Helena, County of Napa, State of California, located at 360 S. Crane Ave. and commonly known Crane Park, which includes two baseball fields (east and west fields) with grandstands for each field, batting cages, a storage shed used for storage of SHLL's equipment, a snack bar located in between the two fields, and associated facilities (collectively "Crane Park Baseball Facilities") as illustrated in Exhibit A.

B. On November 4, 1966, the Parties entered into an Agreement and Lease, whereby, amongst other terms, the Parties agreed that SHLL would construct two Little League baseball fields and accompanying facilities, including a stadium or bleachers, as well as storage and concession sales rooms for the exclusive use of SHLL. Said Agreement and Lease provided for a term of thirty (30) years, with an option for extension of an additional twenty (20) years.

C. On February 26, 1997, SHLL requested approval of City of the exercise of the twenty (20) year option, and on March 25, 1997, the City approved Resolution No. 97-32, extending the Agreement and Lease for an additional period of twenty (20) years.

D. On July 1, 2018, the Parties entered into a new Agreement providing for the use and management of the Crane Park Baseball Facilities for five (5) years, with the automatic renewal thereof until such time that the Parties wish to change the length or nature of the agreement.

E. The 2018 Agreement anticipated certain renovations and updates to the Crane Park Baseball Facilities, which SHLL undertook at its sole substantial cost in 2023.

F. City and SHLL hereby wish to enter into an amended and restated agreement whereby the City authorizes SHLL to use Crane Park as provided in this Agreement. In recognition of SHLL's commitment to the construction, maintenance, and continued improvement of the Crane Park Baseball Facilities, City and SHLL wish to again enter into to a long-term agreement whereby the Parties agree upon the terms for SHLL's use and maintenance of the Crane Park Baseball Facilities as provided in this Agreement.

NOW, THEREFORE, in accordance of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Recitals set forth above are incorporated herein.

2. USE OF FACILITIES.

The City permits SHLL to use the Crane Park Baseball Facilities for a youth baseball and softball program, as set forth in this Agreement.

A. Little League Season - ***January 15 through June 30.*** During the period from January 15 through June 30 of each year (the "Little League Season") during the Term of this Agreement, SHLL shall have exclusive scheduled use of the Crane Park Baseball Facilities to operate a youth baseball and softball program. In advance of each season and no later than January 1, SHLL shall submit a schedule of anticipated use to the City. During the Little League Season, the City may utilize fields for other activities and events when not in use by SHLL by coordinating with SHLL's representatives on the Steering Committee (defined below) to avoid any overlap or negative impact to scheduled SHLL activities. Any party authorized to use the Crane Park Baseball Facilities shall be advised that they may not access or use SHLL's equipment, storage, concession, or scoreboard facilities without consent of SHLL.

B. Little League Postseason - ***July 1 through July 31.*** During the period from July 1 through July 31 (the "Little League Postseason"), SHLL shall have first priority to schedule use of the Crane Park Baseball Facilities for SHLL activities. In advance of the Little League Postseason period and no later than June 15, SHLL shall submit a schedule of anticipated use to the City. SHLL will notify City of any additional use needed to accommodate postseason activities as soon as feasible, but City cannot guarantee unscheduled maintenance if use dates are not scheduled two weeks in advance. Notwithstanding the foregoing, the City reserves first priority to use of the Crane Park Baseball Facilities each year for City Fourth of July festivities. The City will notify the Steering Committee at least fifteen (15) days in advance of the days and times when the City will use the Crane Park Baseball Facilities for City Fourth of July festivities to avoid any overlap between City and SHLL activities. The City, general community, or any party approved by the City, may use the Crane Park Baseball Facilities during the Little League Postseason Period, when not being utilized by SHLL by following the City's facility rental process and subject to the review and approval of the Steering Committee for conflicts with City or SHLL activities. Any party authorized to use the Crane Park Baseball Facilities shall be advised that they may not access or use SHLL's equipment, storage, concession, or scoreboard facilities without consent of SHLL.

C. Offseason - ***August 1 through January 14.*** During the period from August 1 through January 14, the City or any other party authorized by the City may use the Crane Park Baseball Facilities. Any other party authorized to use the Crane Park Facilities shall follow the City's facility rental process and be advised that they may not access or use SHLL's equipment, storage, concession, or scoreboard facilities without consent of SHLL. SHLL may similarly reserve use of the Crane Park Baseball Facilities during such Offseason pursuant to the City's facility rental process. SHLL shall not be charged a rental use fee for such use, so long as SHLL

is the responsible party and such use is in accordance with operating or supporting SHLL's youth baseball or softball program.

D. Nothing in the foregoing shall alter that when the baseball fields are not in use for SHLL, City, or other reserved activities, they will remain open and accessible for community use without prior reservation.

E. SHLL shall have exclusive access to and use of the snack bar, grandstand storage rooms, batting cages, scoreboard operating spaces and controls, and storage shed located on the Crane Park Baseball Facilities on a year-round basis unless otherwise approved by the Steering Committee for temporary use of any such facility by others, or as agreed to in writing by and between SHLL and City or any third party granted access and use of such facilities.

F. The City and SHLL may also agree to the use of the Crane Park Baseball Facilities for other activities and events subject to prior approval from City and agreed to by following the City's facility rental process.

G. SHLL shall be entitled to non-exclusive use of such areas as are reasonably necessary for SHLL to operate its youth baseball program at the Crane Park Baseball Facilities, including but not limited to the public restrooms and parking lots at Crane Park.

H. Within one month prior to the commencement and one month following the completion of the Little League Season, and following the end of the Little League Postseason period, the Steering Committee will participate in a walk-through of the Crane Park Baseball Facilities (the "Annual Meetings."). SHLL's representatives of the Steering Committee will timely initiate scheduling each of the walk-throughs.

3. RIGHT TO ENTER AND TO EJECT VISITORS.

City has the right to enter any portion of the Crane Park Baseball Facilities during the use of the Crane Park Baseball Facilities by SHLL, as long as such entry does not interfere with SHLL's proper and reasonable use of the Crane Park Baseball Facilities in accordance with this Agreement. SHLL shall have the right to eject visitors for misconduct in accordance with Little League Internationals rules and regulations from the Crane Park Baseball Facilities in the sole discretion of SHLL and its authorized agents, including any umpire acting on its behalf. SHLL should contact the St. Helena Police Department for any misconduct within Crane Park Baseball Facilities if such misconduct exceeds SHLL's ability to reasonably enforce said ejection and/or poses a threat to the wellbeing of any Crane Park users.

4. MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS

A. MAINTENANCE OF CRANE PARK BASEBALL FACILITIES

Subject to City's general obligation to maintain Crane Park, each Party's specific ongoing maintenance responsibilities for the Crane Park Baseball Facilities hereunder are set forth in Exhibit A. At each of the Annual Meetings, the Steering Committee shall review each Party's responsibilities under this Agreement for the ongoing maintenance and operation of the Crane Park Baseball Facilities and related Crane Park infrastructure. The Steering Committee may discuss

changes to the Parties' respective obligations at any Annual Meetings. If the Steering Committee recommend any revisions to Exhibit A, such proposed changes shall be memorialized in an amended Schedule 1 on the mutual agreement to such amendment.

B. FACILITY ALTERATIONS AND IMPROVEMENTS.

The Parties acknowledge and agree that an integral factor in City's agreement to provide exclusive and priority use of the Crane Park Baseball Facilities is the past improvements and renovations made by SHLL, as well as its stated efforts and plans to make future improvements and renovations to the Crane Park Baseball Facilities. Any future alterations, improvements, or renovations to the Crane Park Baseball Facilities during the Term of this Agreement beyond the regular maintenance described in Schedule 1 shall be proposed by SHLL at its discretion and shall be conducted at SHLL's sole cost unless the Parties expressly provide otherwise in separate written agreement. All alterations, improvements, renovations, or other similar projects proposed by SHLL shall be discussed by the Steering Committee and submitted to the City in writing for review and approval. The City may place conditions on any such projects as deemed necessary or appropriate by the City in its discretion, which may include but are not limited to securing building permits, bonding and insurance requirements, and inclusion of appropriate requirements for SHLL contractors. Proposed projects shall be considered by City as to whether such project constitutes a donation to City and, if such determination be in the affirmative, shall be considered and accepted or declined by City in conformance with the City's then-operative Donation Policy, as it may be amended from time to time. The installation or completion of alterations, improvements, or renovations to the Crane Park Baseball Facilities as contemplated herein shall not require amendment to this Agreement, but the parties may enter into a separate agreement for such project if deemed necessary or appropriate by either Party. Nothing herein shall preclude City from making improvements or renovations to the Crane Park Baseball Facilities at its own cost, provided, however, any such improvements are submitted in advance to the Steering Committee and shall not be made at a time that would interfere with SHLL's use of the Crane Park Baseball Facilities pursuant to this Agreement unless agreed to in writing by SHLL.

5. STEERING COMMITTEE.

A steering committee ("Steering Committee") to manage the execution, communication and scheduling under this agreement is established that shall consist of two SHLL board members or their designees and the City's Community Services Director and the City's Public Works Director or their designees.

A. The Parties will hold the Annual Meetings defined in Paragraph 2.H. at least twice per year in order to review collaboration between the Parties and to ensure the ongoing success and growth of the relationship between the Parties.

B. The Steering Committee is authorized to further meet as needed to review issues related to the use and maintenance of the Crane Park Baseball Facilities.

C. The Steering Committee members shall be the points of contact for all scheduling related matters under this Agreement. Required notifications related to scheduling may be made via electronic mail between the Steering Committee members.

D. To the extent any provision herein calls for approval of the Steering Committee, such approval shall consist of the written approval of a member of the Steering Committee for the party to whom the request is made. For example, if a City-desired use during the Little League Season is requested through the Steering Committee, Steering Committee approval shall be made by written approval of a SHLL representative to the Steering Committee.

E. The Steering Committee is not a public agency, is not to act by majority vote, have any quorum requirements, or be subject to open meeting laws. To the extent any disagreement amongst the Steering Committee cannot be resolved internally to the Steering Committee, such decisions are reserved to and shall be resolved by further agreement of City and SHLL. The Steering Committee shall have no authority to make any amendments hereto, including to Schedule 1. Any such amendments shall be approved in writing by the Parties' authorized representatives.

6. PROHIBITED ACTIVITIES.

SHLL shall not conduct or permit any activities or programs on the Crane Park Baseball Facilities that violates any federal, state, or local law or regulation. No illegal substances, smoking, tobacco products, or pets shall be permitted on the Crane Park Baseball Facilities. SHLL may add signage, which shall be subject to City review and approval, that may be posted in and around the Crane Park Baseball Facilities to help enforce the rules set forth in this Section. SHLL shall comply with all applicable laws or ordinances pertaining to City Parks.

7. ADMISSION FEES.

SHLL may charge admission fees to SHLL events held at the Crane Park Baseball Facilities. Such admission fees shall be SHLL's sole property. If any such event takes place outside of Crane Park Baseball Facilities, SHLL will follow all regulations as set forth in the City's approved rental policy.

8. MEDIA RIGHTS.

SHLL retains all radio, television, and media rights for SHLL athletic events conducted in the Crane Park Baseball Facilities pursuant to this Agreement.

9. UTILITIES.

City will pay the costs of gas, electric, water, and sewer services for the Crane Park Baseball Facilities on a year-round basis.

10. INSURANCE AND INDEMNIFICATION.

A. Liability Insurance.

At its sole cost and expense, SHLL shall carry comprehensive general liability insurance for protection of SHLL from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property on the Crane Park Baseball Facilities due directly or indirectly to the use or occupancy thereof by the insured,

or any person claiming through or under the insured. SHLL's liability policy shall have limits of not less than $1 Million per occurrence and $2 Million annual aggregate, or if less the maximum coverage available under the applicable Little League International policy in which SHLL participates. Furthermore, any vendors or contractors participating in SHLL's use of the Crane Park Baseball Facilities shall be required to obtain the same level of insurance coverage unless otherwise covered by SHLL's policies.

B. Other Insurance Provisions.

SHLL shall furnish to City a certificate of insurance required under subparagraph A of this Section no later than January 1st of each year. All such insurance required to be maintained by SHLL shall be primary and not contributing with any insurance which City may maintain. All policies shall contain an agreement by the insurer that such policies shall not be modified, cancelled, or non-renewed except upon at least thirty (30) days' prior written notice to City. A renewal certificate shall be provided prior to expiration of the current policies. SHLL shall cause City and its officials, officers, agents, and employees to be identified as additional insureds on its CGL and property damage insurance policies. SHLL shall cause each policy required to be kept and maintained by it under this Agreement. SHLL shall provide City with copies of the policies of such insurance policies and/or certificates of insurance evidencing such insurance upon execution of this Agreement and from time to time thereafter as reasonably requested by City.

C. Waiver of Subrogation Rights.

City releases SHLL from any claim for recovery for any loss or damages to any of City's property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. This waiver applies only when permitted by the applicable policy of insurance. SHLL shall be responsible for the proportionate share of any applicable property deductible.

SHLL's insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against City and all City additional insureds, as well as City insurance carriers.

D. SHLL's Indemnification of City.

Except for the City's sole negligence or willful misconduct, SHLL will protect, defend (by counsel reasonably satisfactory to City), hold harmless, and indemnify City and its officials, officers, agents, and employees, and each of them, from and against any and all claims, losses, liabilities, actions, damages, and causes of action, judgments, costs and expenses (including reasonable attorneys' fees and costs) occasioned by, or arising out of, any accident or other occurrence, causing or inflicting bodily injury, death, or damage to any person or property, happening or done in, upon, or about the premises of the Crane Park Baseball Facilities, and due to SHLL's use of the Crane Park Baseball Facilities or any part thereof by SHLL or any person claiming through or under SHLL. The provisions of this subparagraph shall survive termination of this Agreement with respect to any damage or injury occurring prior to such termination.

11. TERM.

This Agreement shall remain in effect for a period of twenty (20) years beginning March 1, 2026, and ending Feb 28, 2046.

Parties agree to provide updates to the Parks and Recreation Commission and/or City Council (at the City Council's discretion) as requested, or at a minimum of each five-year increment prior to the season start date of that same year.

12. TERMINATION.

A. Either party may terminate this Agreement immediately in the event of the insolvency or winding up of SHLL.

B. With Cause: In the event of a material breach hereof by either Party, and such breach not being cured pursuant to the procedures set forth in Paragraph 18 below, either Party may terminate this Agreement with ninety (90) days' advance written notice, during which time, pursuant to mutual agreement, the Parties may engage in negotiations for the continuation or revision of the Agreement.

13. SIGNS.

SHLL shall, at its sole cost and expense, have the right and privilege of attaching, affixing, painting or exhibiting SHLL sponsorship signs on the Crane Park Baseball Facilities provided that: (1) such signs shall comply with any applicable City ordinances; (2) such signs shall not change the structure of the Crane Park Baseball Facilities; (3) such signs shall be taken down at the conclusion of the Priority Use Period (excluding any approved permanent signage), shall not damage the Crane Park Baseball Facilities or SHLL shall repair any such damage (notwithstanding paragraph 5 herein); and (4) such permanent signs shall be subject to review and approval by the City and compliance with the City's signage policy, as it may be amended from time to time. In addition, SHLL shall have the right to exhibit advertising signs during SHLL events.

14. AMENDMENTS.

This Agreement may be amended only by a written instrument approved by the City and by SHLL.

15. SEVERABILITY.

If any clause, provision, or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Parties, to the full extent permitted by law.

16. ASSIGNMENT.

This Agreement shall not be assigned except with mutual written consent of both Parties.

17. NOTICE.

Except as otherwise set forth herein, any and all notices or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, or by receipted hand delivery, by Federal Express, courier, or other similar and reliable carrier, or by confirmed facsimile or electronic mail which shall be addressed to each Party as set forth as follows:

If to City:

Community Services Department
Ashley Sylvester
1088 College Ave
St Helena, CA 94574
707-968-9222
asylvester@cityofsthelena.gov

And a copy to:

Public Works Department
Joe Leach
1088 College Ave
St Helena, CA 94574
707-967-2871
jleach@cityofsthelena.org

If to SHLL:

Little League President
P.O. Box 241
St. Helena, CA 94574
president@sthelenalittleleague.org

Little League Treasurer
P.O. Box 241
St. Helena, CA 94574
treasurer@sthelenalittleleague.org

And a copy to:

Dickenson Peatman & Fogarty
Joshua S. Devore
1500 First Street, STE 200
Napa, CA 94559
707-261-7000
jdevore@dpf-law.com

Each such notice shall be deemed to have been provided at the earliest of the following: (a) at the time it is actually received; or (b) in the case of overnight hand delivery courier or services such as Federal Express with guaranteed next day delivery, within one day; or (c) in the case of registered U.S. Mail, within five (5) days. From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

18. REMEDIES.

SHLL's failure to provide insurance certificates and/or copies of the insurance policies evidencing the coverage required herein shall bar SHLL's use of the Crane Park Baseball Facilities until proper evidence of insurance is provided. If default shall be made in the observance or performance of any of the other covenants or conditions in this Agreement, which Agreement is required to observe and perform and such default is not cured within thirty (30) days after receipt of written notice (or if such default cannot be reasonably cured within thirty (30) days, then the defaulting party shall have a reasonable time to cure said default provided SHLL in good faith diligently proceeds to take steps to cure said default within said thirty (30) day the defaulting party), and the non-defaulting party may thereupon at its option terminate this Agreement as

provided in Paragraph 12 herein and/or seek other rights and remedies at law, contract, or in equity, except that City shall not be liable in damages to SHLL, or to any other person, due to any breach of this Agreement by City, and SHLL covenants not to sue for damages or claim any damages against City based on a default under this Agreement. The remedies provided for herein are cumulative and are not exclusive of any other remedies that may be available to any party at law or in equity or otherwise.

19. NO WAIVER; MODIFICATIONS IN WRITING.

No failure or delay by either Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No amendment, modification, supplement, termination, or waiver of or to any provision of this Agreement, or consent to any departure therefrom, shall be effective unless the same shall be in writing and signed or on behalf of the Party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

20. ENTIRE AGREEMENT.

This Agreement, including the Exhibits and Schedule hereto, constitutes the entire agreement between the Parties pertaining to the subject matters hereof and supersedes all negotiations, preliminary understandings, and all prior or contemporaneous discussions or understandings of the parties hereto in connection with the subject matters hereof.

21. EXECUTION IN COUNTERPARTS.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have made and entered into this Agreement in the City of St. Helena as of the Effective Date.

CITY OF ST. HELENA

ATTEST:

By: _____

James McCann, Interim City Manager

ATTEST:

By: _____
Andrew Bradley, City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

NAPA VALLEY LITTLE LEAGUE, INC.

By: _____
Name
Title: President

Exhibit A

Schedule of Maintenance Responsibilities as of January 1, 2026

In addition to the general obligations under the Agreement, each Party shall be responsible for the performance of and/or have the right to undertake the following maintenance and management activities:

City Responsibilities:

1) Empty all trash and recycling cans within the Crane Park Baseball Facilities in accordance with the City's established park maintenance procedures and schedules.

2) Mow Baseball Fields' outfields year-round as part of the City's mowing schedule for City parks. Mows infields during periods outside of the Little League Season and Priority Use periods. Such obligations may be contracted to third parties with notification and discussion with the Steering Committee.

3) Maintain irrigation system in its entirety on a year-round basis. Consult with Steering Committee and provide annual updates to Steering Committee on expected water usage levels and/or restrictions.

4) Manage gopher and pest control and coordinate with contractors when necessary.

5) Responsible for weed abatement and control within the Crane Park Baseball Facilities. All such work shall be conducted in conformance with the City's integrated pest management regulations.

6) Trim trees within Crane Park as necessary to ensure clearance around the two baseball fields, concession room, and batting cages.

7) Maintain the restrooms, parking areas, roadways, walkways, fences, drinking fountains and other amenities in Crane Park in conformance with the City's established park maintenance procedures and schedules. Promptly perform emergency maintenance or repair of same upon identified need by any party.

8) Clean and maintain all areas of the Crane Park Baseball Facilities following City use or City authorized events during the Little League Season and Priority Use Periods, and at all other times outside the Little League Season and Priority Use Periods.

9) Provide space for SHLL Board Meetings at the City's Carnegie Building, or such other City facility, as SHLL may reserve with City. SHLL responsible for submitting requested on or before January 1 each year.

SHLL Responsibilities:

1) Mow the two baseball field infields during the Little League Season and the Priority Use Period, which will include edging and the disposal of grass clippings into a SHLL provided green waste bin or otherwise by third party contractors.

2) Report all vandalism to the City's Operations manager for proper documentation and mitigation.

3) Clean the dugouts, snack bar, grandstands, and asphalt areas in and around the two baseball fields of trash and beverage spills following any activity held by SHLL.

4) Maintain dugouts, snack bar, grandstands, and grounds in and around the two baseball fields. Any maintenance beyond minor cleaning and repairs must be coordinated with City staff and if deemed necessary, follow the City's Acceptance of Charitable Gifts and Donations Policy.

5) Keep clean, maintain, and repair batting cages.

6) Inspect Baseball Facilities for safety and appearance throughout the Little League Season and Priority Use periods and report any safety or maintenance concerns to Parks Operations Manager or Steering Committee as appropriate.

7) SHLL may make minor repairs to the irrigation system (such as repairing sprinkler heads) during the Little League Season and Priority Use periods, if completed by contracted landscaping company. Any requested repairs outside of minor fixes or adjustments will be requested in writing to the Steering Committee. All repairs will be documented and provided to the City's Public Works Department.

8) During the Little League Season and Priority Use Period, conduct weed abatement and control on the baseball fields in conformance with the City's integrated pest management regulations, a copy of which shall be provided to SHLL. Any weed abatement outside of hand or mechanical approaches, will be documented and shall be available to City staff for review on a monthly basis.

9) Remove all signs from the outfield fences within two weeks of the conclusion of the Priority Use Period.

10) Cinders shall be stored in an area designated by the Parks Operations Manager and secured in a manner that is in accordance with the City's Storm Water Pollution Prevention Plan.

11) Use and maintain storage container located behind the Valley Oak building.

12) May order and pay the cost for rental and regular servicing of any portable amenities (Port-a-Potties, handwashing stations, etc.) as deemed necessary by SHLL to support regular baseball activities or related SHLL events. All rentals shall be through a duly-licensed supplier and placement location will be subject to City review and approval. Any portable amenities temporarily installed by SHLL pursuant to this paragraph shall be removed at the end of the Priority Use Period each year.

13) Provide annually a schedule to City of the SHLL season upon preparation of the same, provide notice of any SHLL events during any other time, and advise City of changes thereto as soon as practicable.

CITY OF ST. HELENA

RESOLUTION NO. 2026-

Resolution Authorizing the City Manager to Execute a Facilities Use Agreement with St. Helena Little League for Use of the Crane Park Baseball Facilities.

WHEREAS, City owns certain real property in the City of St. Helena, County of Napa, State of California, located at 360 S. Crane Ave. and commonly known Crane Park, which includes two baseball fields (east and west fields) with grandstands for each field, batting cages, a storage shed used for storage of SHLL's equipment, a snack bar located in between the two fields, and associated facilities (collectively "Crane Park Baseball Facilities"); and

WHEREAS, The City and St. Helena Little League ("SHLL"), have a long-standing relationship for the construction, use, operation, and maintenance of the Crane Park Baseball Facilities for youth baseball and softball programs; and

WHEREAS, The City and SHLL previously entered into a Facilities Use Agreement governing the use of the Crane Park Baseball Facilities, dated July 1, 2018; and

WHEREAS, The City and SHLL desire to enter into an amended and restated Facilities Use Agreement to provide for the long-term use, maintenance, and management of the Crane Park Baseball Facilities while ensuring continued public benefit and community access; and

WHEREAS, The proposed Facilities Use Agreement provides for a twenty (20) year term beginning March 1, 2026, and ending February 28, 2046, establishes priority and non-exclusive use periods, assigns maintenance responsibilities, and includes insurance and indemnification provisions protective of the City; and

WHEREAS, The City Council finds that approval of the Facilities Use Agreement supports youth recreation, preserves and enhances public park facilities, and is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

1. **Approval of Facilities Use Agreement.**
   The City Council hereby approves the Facilities Use Agreement between the City of St. Helena and St. Helena Little League for use of the Crane Park Baseball Facilities, substantially in the form presented to the City Council.

2. **Authorization.**
   The City Manager is hereby authorized and directed to execute the Facilities Use Agreement on behalf of the City, subject to approval as to form by the City Attorney, and to take such actions as are necessary to carry out the intent of this Resolution.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring: _____

Council Member Barak: _____

Council Member Deasy: _____

Council Member Spadarotto: _____

Council Member Diaz: ____

APPROVED:

_____

Paul Jamison Dohring, Mayor

ATTEST:

_____

Andrew Bradley, City Clerk

Agenda Report to the City Council

Agenda Section: NEW BUSINESS
Department: City Clerk

DATE:	July 28, 2026
FROM:	Andrew Bradley, Program Manager (City Clerk)
SUBJECT:	Consideration of a Resolution to appoint an applicant to the Active Transportation and Sustainability Committee for a term expiring June 2027.
RECOMMENDED ACTION:	Appoint Antionette Freeman to the Active Transportation and Sustainability Committee (ATSC) as member to fill a term that is now vacant, expiring June 30, 2027.
PREVIOUS COUNCIL ACTION:	The City most recently appointed/reappointed three members to the Active Transportation and Sustainability Committee on June 23, 2026.
STATEMENT OF THE PURPOSE:	The purpose of this action is to fill a vacancy on the Active Transportation and Sustainability Committee.
FINANCIAL IMPACT:	None.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:
The Active Transportation and Sustainability Committee has one position that was left vacant after the resignation of a committee member that expires on June 30, 2027. In addition there are two alternate terms expiring on June 30, 2028.

DISCUSSION:
The City has advertised a recruitment seeking applicants from the community to fill the vacancy through announcements at City Council Meetings, social media, and in the City's email newsletter.

The following lists the names of the applicants:

Active Transportation and Sustainability Committee

- Antoinette Freeman

Staff will continue to advertise for the position to fill vacancies on the Active Transportation and Sustainability Committee.

As referenced in the application, the applicant resides outside the City of St. Helena (Angwin). The St. Helena Active Transportation & Sustainability Advisory Committee consists of five members and two alternates appointed by the Mayor with consent of the City Council. The members shall reside within the City Limits; however, the Council may approve an exception to this rule on a case-by-case basis.

ENVIRONMENTAL REVIEW:
None.

GOAL:
Miscellaneous/Other

ATTACHMENTS:
1. Resolution - Active Transportation and Sustainability Committee Appointment
2. New BoardCommittee Application - Freeman, Antoinette (Active Transportation and Sustainability Committee (ATSC))_Redacted
3. Antoinette Freeman - Advisory Body Résumé_Redacted

CITY OF ST. HELENA

RESOLUTION NO. 2026-

APPOINTING AN APPLICANT TO A VACANT ACTIVE TRANSPORTATION AND SUSTAINABILITY COMMITTEE (ATSC) POSITION

RECITALS

A. The Active Transportation and Sustainability Committee (ATSC) has three member terms and two alternate terms expiring on June 30, 2026; and

B. The City Clerk conducted a recruitment to fill the positions with a term expiring June 30, 2027, and received three applications; and

C. The City Council will have the opportunity to appoint the applicant(s) at the July 28, 2026 regular meeting.

RESOLUTION

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

1. The City Council appoints _____ to the vacant Active Transportation and Sustainability Committee (ATSC) position with term of office expiring June 30, 2027.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring: _____

Vice Mayor Deasy: _____

Council Member Barak: _____

Council Member Spadarotto: _____

Council Member Diaz: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Andrew Bradley, City Clerk

Board/Committee Application

First Name	Antoinette
Last Name	Freeman
Primary Phone Number	[redacted]
Email	[redacted]
Street Address	[redacted]
City	Angwin
State	CA
Zip Code	94508
Length of residency in the City of St. Helena	1985-1999 St. Helena, 2022-Present Angwin: I do not currently reside within the City of St. Helena. I respectfully request consideration under the City Council's case-by-case exception process because I bring direct St. Helena municipal experience, current municipal sustainability program experience with the City of Sonoma, prior Napa County climate action work through the City of Calistoga, and a strong practical understanding of active transportation, public works, public engagement, and small-city implementation.
Please choose the Commission/Committee you are applying for:	Active Transportation and Sustainability Committee (ATSC)
Employment Status	Part-Time
Employer (include title)	Sustainability Coordinator, City of Sonoma
Reason for Applying	I am applying to serve on the Active Transportation and Sustainability Committee because St. Helena sits at the intersection of the issues I care about most: safe streets, walkability, biking, climate resilience, public space, local economic vitality, and quality of life. I bring both local context and practical municipal experience. I previously worked for the City of St. Helena as a Planning, Community Development, and Public Works Intern, where I supported the Housing Element Update timeline, Downtown St. Helena Specific Plan coordination, City Streets Master Plan work, and a draft reusable foodware and waste reduction ordinance. That experience gave me a grounded understanding of St. Helena's transportation, sustainability, infrastructure, planning, and staff-capacity realities. I also bring current expertise in municipal sustainability programs through my role as Sustainability Coordinator for the City of Sonoma. My work includes sustainability program implementation, Climate Action Commission support, public communications, rebate and grant coordination, interagency coordination, and resident-facing education. I regularly work with or direct residents toward regional sustainability resources such as BayREN, Sonoma County Energy and

Sustainability services, Zero Waste Sonoma, and other climate and conservation partners.

In my prior role with the City of Calistoga, I contributed to the Napa County Regional Climate Action and Adaptation Plan as the City's designated representative, reviewed the administrative draft, helped improve clarity and accessibility, and participated in CEQA approach review using environmental consultant technical memoranda. That work directly relates to St. Helena because the RCAAP is a regional Napa County effort that includes St. Helena and addresses transportation, building energy, waste, water, land use, and climate adaptation.

I would be honored to bring that combination of St. Helena experience, municipal sustainability knowledge, public process fluency, and implementation-focused thinking to ATSC.

Educational Background

Sonoma State University, Rohnert Park, CA
Bachelor of Arts, Environmental Studies, Geography and Planning
Focus Area: Urban Studies and Planning
August 2021 to May 2023
Degree awarded May 2023

Relevant coursework included Urban and Environmental Planning, Transportation Policy and Technology, Planning Theory and Methodology, Environmental Impact Assessment, Geographic Information Systems, Strategies for Carbon and Energy Reductions, Methods for Energy Efficiency, Renewable and Resilient Energy Sources, Environmental Data Analysis, Applied Ecology, Globalization and the City, and Social Geography of the American City.

Relevant academic projects included streetscape assessments of walkability and bikability, a transportation case study on the Northern California Link21 Program, analysis of the 15-Minute City model, environmental impact assessment work, GIS mapping, carbon and energy reduction analysis, and a Senior Capstone Project preparing a General Plan Background Report for the City of Calistoga.

Napa Valley College, Napa, CA
Associate in Science, Natural Sciences and Mathematics
Focus Area: Physical Science and Advanced Mathematics
August 2020 to May 2021
Degree awarded May 2021

Additional relevant coursework included geology, geography, ecology and environmental biology, weather and climatic regions, viticulture practices, hospitality and tourism management, food and beverage and restaurant management, and written and oral business communication.

San Jose State University and Santa Rosa Junior College
Civil Engineering coursework
August 2004 to May 2009

Professional Training and Certifications:
International Code Council Permit Technician Certification, issued November 2024
St. Helena Community Academy, Certificate of Completion, June 2024
Smarter Cities: Using Data to Drive Urban Innovation, Certificate of Completion, March 2024
Construction Project Management, Columbia University via Coursera, 2020
Construction Scheduling, Columbia University via Coursera, 2020
American Planning Association member

Other relevant experience:

I bring relevant experience in municipal sustainability, active transportation, public works support, planning, public process, climate action, and community-facing implementation.

Advisory body experience:

I also served as the staff liaison for the City of Calistoga's Active Transportation Advisory Committee and Green Committee for approximately one year. In that role, I supported two advisory bodies closely aligned with St. Helena's Active Transportation and Sustainability Committee. I helped prepare and organize agendas, notices, staff materials, action minutes, records, and follow-up items, while supporting Brown Act-compliant public meetings and helping committee members stay oriented to their advisory role.

This experience is directly relevant to ATSC because I have worked from the staff side of both active transportation and sustainability advisory work. I understand how to help a committee move from public input and technical discussion toward clear recommendations, while respecting staff capacity, adopted plans, public process requirements, and the limits of an advisory body.

Through the Active Transportation Advisory Committee, I gained practical experience with pedestrian and bicycle mobility, street safety, circulation, public works coordination, and transportation planning discussions. Through the Green Committee, I supported municipal climate and sustainability work connected to climate action, waste reduction, emissions reduction, conservation, and community education.

Napa County Resource Conservation District, Associate Board Director:
I served on the Funding and Visibility Committee, supporting community involvement, stakeholder outreach, events, donor cultivation, volunteer coordination, and conservation visibility.

Hospitality and event operations:
Before entering local government, I worked for more than a decade in hospitality, events, and operations throughout Napa Valley, including St. Helena. That background trained me to manage logistics, safety, circulation, signage, wayfinding, public experience, stakeholder expectations, and real-time problem solving. Those skills translate directly to active transportation and sustainability work because the success of streets, public spaces, and programs depends on how people actually move through them and understand them.

List any involvement with civic or charitable organizations:

Napa County Resource Conservation District
Associate Board Director, April 2024 to January 2025
Served on the Funding and Visibility Committee, supporting community involvement, stakeholder outreach, event coordination, volunteer coordination, and natural resource conservation visibility.

City of St. Helena Community Academy
Certificate of Completion, June 2024
Completed the City's civic education program to better understand St. Helena's municipal operations, departments, services, infrastructure, and public decision-making processes.

American Planning Association
Member, March 2024 to present
Maintain professional engagement in planning, land use, housing, transportation, public engagement, and sustainability practice.

International Code Council
Member, August 2024 to present
Maintain professional engagement with building safety, permit administration, and code implementation.

Wine Country Special Event Professionals
Member, January 2013 to January 2024
Participated in a professional network focused on collaboration, education, event planning, and community development in Napa and Sonoma.

International Live Events Association and Meeting Professionals International
Member, January 2015 to January 2020

	Participated in professional associations focused on event operations, stakeholder coordination, public-facing experience design, and project delivery.
Have you ever attended a meeting of the Commission to which you are applying?	Yes
What is your understanding of the role and responsibility of this Commission?	My understanding is that the Active Transportation and Sustainability Committee serves in an advisory role to support City decision-making on transportation, mobility, street safety, sustainability, and climate-related priorities. The Committee helps review issues, receive public input, discuss community needs, and provide thoughtful recommendations to staff, the City Council, and other decision-makers as appropriate. I understand the Committee's role is not to direct staff or act as the final decision-making body. Its value is in helping the City evaluate options, understand community experience, identify implementation barriers, and shape recommendations that are practical, transparent, and aligned with adopted City goals. My understanding is also informed by having served as the staff liaison for the City of Calistoga's Active Transportation Advisory Committee and Green Committee for approximately one year. From that role, I understand that an effective advisory committee does not simply discuss good ideas. It helps translate community concerns, adopted plans, technical information, and staff constraints into clear, useful recommendations for decision-makers. For ATSC, that means considering how St. Helena can improve walking, biking, rolling, traffic safety, Safe Routes to School, downtown pedestrian comfort, transportation choices, EV readiness, waste reduction, resource conservation, climate resilience, and public education. I also understand that good advisory work requires preparation, respectful listening, Brown Act awareness, clear communication, and recommendations that account for staff capacity, funding, public trust, and implementation realities.
What would be your goal(s) as a Commissioner?	My primary goal would be to help ATSC make clear, practical, implementation-ready recommendations that improve daily life in St. Helena. My specific goals would be: 1. Support safer and more comfortable walking, biking, and rolling. I would like to help advance practical improvements such as safer crossings, clearer routes, traffic calming, Safe Routes to School, sidewalk comfort, bike connectivity, and wayfinding. 2. Connect transportation and sustainability work. Transportation is one of the most important places where climate, safety, public health, equity, and quality of life overlap. I would bring a sustainability lens that connects active transportation, emissions reduction, EV readiness, water and energy conservation, waste reduction, and climate adaptation. 3. Improve public understanding and participation. I would like to help make technical topics easier for residents to understand. Good public communication should explain what is being proposed, why it matters, what tradeoffs exist, and how people can participate. 4. Bring an implementation lens. I would focus on recommendations that are useful to staff and decision-makers. That means identifying priorities, sequencing work, considering funding and maintenance, and distinguishing between short-term fixes and longer-term capital improvements. 5. Serve collaboratively and respectfully. I would aim to be a steady, prepared, and constructive committee member who listens carefully, asks useful questions, respects different perspectives, and helps the group move toward clear next steps.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee?	No
Is there anything else you would like us to consider when reviewing your application?	Although I do not currently reside within the City limits, I respectfully request consideration under the City Council's case-by-case exception process for ATSC membership. I bring a combination of experience that is directly relevant to the Committee's work: • Direct municipal experience with the City of St. Helena • Direct staff liaison experience supporting the City of Calistoga's Active Transportation Advisory Committee and Green Committee • Current municipal sustainability program experience • Napa County climate action experience • Active transportation and planning education • Practical implementation experience I understand small cities must make thoughtful choices with limited staff time and limited funding. My contribution would be practical, prepared, collaborative, and grounded in implementation. I care about recommendations that sound good and can actually move forward.

References

i. **Name**

Aaron Hecock, Planning and Building Director, Town of Yountville

Phone Number

[redacted]

Email

[redacted]

ii. **Name**

Lisa Gift, City Councilmember, City of Calistoga

Phone Number

[redacted]

Email

[redacted]

iii. **Name**

Antoinette Mailliard, Advisory Committee Chair, City of Calistoga

Phone Number

[redacted]

Email

[redacted]

Upload Resume	Antoinette Freeman - Advisory Body Résumé.pdf

By checking the box below, you agree with the following statement:

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted.

I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

I understand the agreement statement provided to me.	I agree.
Signature	
Date	06/30/2026

ANTOINETTE FREEMAN

[redacted] | [redacted] | linkedin.com/in/antoinettefreeman

MUNICIPAL SUSTAINABILITY + PLANNING | PUBLIC ADVISORY

Municipal sustainability and planning professional with experience supporting climate action, active transportation, public works coordination, advisory committees, public engagement, and small-city implementation.

RELEVANT STRENGTHS & EXPERTISE

SUSTAINABILITY
- Climate Action Strategies & Plans
- Sustainability Program Implementation
- Greenhouse Gas Reduction
- Waste Reduction and Recycling
- Energy and Water Efficiency Programs

ACTIVE TRANSPORTATION
- Active Transportation Advisory Support
- Complete Streets
- Pedestrian and Bicycle Safety
- Safe Routes to School
- Streets Master Plan Support

GOVERNANCE
- Brown Act Meeting Support
- Advisory Committee Coordination
- Agendas, Notices, and Action Minutes
- Public Meetings and Hearings
- Stakeholder Outreach

RELEVANT PROFESSIONAL EXPERIENCE

CITY OF SONOMA | Sustainability Coordinator | 01/2026 - Present

- Support implementation of the City's adopted Climate Action Strategies through municipal sustainability programs, public communications, Climate Action Commission coordination, and community-facing implementation support.
- Serve as the Staff Liaison for the Climate Action Commission, working with ad hoc committees, work plans, coordinating materials, agenda support, follow-up items, and public-facing information.
- Support resident-facing sustainability programs and resources related to energy efficiency, water conservation, waste reduction, electrification, composting, recycling, transportation, and climate resilience.
- Direct residents and staff toward appropriate regional sustainability resources, including BayREN, Sonoma County Energy and Sustainability services, Zero Waste Sonoma, Sonoma Water, and related partner programs.
- Prepare public communications, website content, newsletter items, outreach materials, and internal summaries that translate technical sustainability topics into clear resident-facing next steps.
- Support rebate, grant, and implementation work, including water conservation, turf conversion, waste reduction, home energy efficiency, electrification, and climate resilience programs.
- Coordinate with City staff, regional agencies, consultants, and community partners to move sustainability work from policy direction into practical programs, public information, and implementation steps.

CITY OF CALISTOGA | Planning & Building Permit Technician | 08/2024 - 08/2025

- Served as Staff Liaison to the Active Transportation Advisory Committee and Green Committee, supporting agenda preparation, notices, action minutes, staff materials, public records, follow-up items, and Brown Act-compliant meeting processes.
- Contributed to the Napa County Regional Climate Action and Adaptation Plan as Calistoga's designated staff representative, reviewed the administrative draft for tone, clarity, and accessibility, and participated in CEQA approach review using consultant technical memoranda.
- Served as Clerk for the Planning Commission, producing public notices, agendas, action minutes, and records that supported transparent public participation.
- Led drafting and City Council adoption of standardized Advisory Committee Bylaws, consolidating 14 legacy resolutions into one Brown Act-aligned framework for advisory body procedures, attendance, roles, responsibilities, records, and training.

CITY OF ST. HELENA | Planning & Public Works Internship | 03/2024 - 08/2025
Responsibilities included current and advanced planning, special projects, and research activities.

- Executed a detailed timeline for the City of St. Helena's Housing Element Update, collaborating with the Senior Planner to achieve project milestones and enhance community planning efforts.
- Facilitated consultant collaboration for the Downtown St. Helena Specific Plan, managing correspondence and data management tasks that improved community engagement.
- Implemented project management strategies for the City Streets Master Plan, delivering essential data insights to the public works department and the lead project consultant, which enhanced overall project efficiency.
- Prepared a draft Reusable Food Ware and Waste Reduction Ordinance aimed at phasing out the use of polystyrene food ware and single-use plastic food ware, using research on similar regulations already implemented in over two dozen jurisdictions in the Bay Area.

CENTER FOR SUSTAINABLE COMMUNITIES | Research Internship | 01/2023 - 05/2023
The Center for Sustainable Communities (CSC) at Sonoma State University works with various government entities to develop policies and strategies related to climate change, healthy communities, land use, water resources, and other sustainability topics.

HOSPITALITY & EVENTS CAREER | 01/2005 - 12/2022
A career distinguished by notable achievements and extensive experience in prestigious restaurants, hotels, wineries, and music festivals throughout the San Francisco Bay Area. Provided the opportunity to develop expertise in organizing a diverse range of events and projects, supported by comprehensive training and a profound understanding of effective planning practices. Established a proven track record in managing projects and delivering successful customer service.

EDUCATION

BACHELOR OF ARTS IN ENVIRONMENTAL STUDIES, GEOGRAPHY & PLANNING
Sonoma State University | Rohnert Park, California | 08/2021 - 05/2023

ASSOCIATE IN SCIENCE IN NATURAL SCIENCES & MATHEMATICS
Napa Valley College | Napa, California | 08/2020 - 05/2021

STUDY OF CIVIL ENGINEERING
San Jose State University & Santa Rosa Junior College | California | 08/2004 - 05/2009

STUDY OF AMERICAN GOVERNMENT AND POLITICS
The Catholic University Of America | Washington, D.C. | 08/2003 - 05/2004

VOLUNTEERING & LEADERSHIP

NAPA COUNTY RESOURCE CONSERVATION DISTRICT
Associate Board Director | Napa, California | 04/2024 - 01/2025

CITY OF ST. HELENA COMMUNITY ACADEMY
Certificate of Completion | 06/2024

CERTIFICATIONS

CERTIFIED PERMIT TECHNICIAN | International Code Council | 11/2024 - Present
FOUNDATIONS IN EXCELLENCE ACADEMY | The Centre For Organization Effectiveness | 09/2024
SMARTER CITIES: USING DATA TO DRIVE URBAN INNOVATION | Dr. Jonathan Reichental | 03/2024
[IN PROGRESS]
PROJECT MANAGEMENT PROFESSIONAL (PMP) | Project Management Institute (PMI)
AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP) | American Planning Association (APA)

Agenda Report to the City Council

Agenda Section: NEW BUSINESS
Department: Administrative Services Department

DATE:	July 28, 2026
FROM:	Mandy Kellogg, Director of Administrative Services
SUBJECT:	Fiscal Year 2024-25 Annual Comprehensive Financial Report and Independent Auditor's Report on Internal Control Over Financial Reporting.
RECOMMENDED ACTION:	Staff recommends the City Council receive and accept the Comprehensive Annual Financial Report of the City of St. Helena for Fiscal Year Ended June 30, 2025.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to present the FY 2024-25 Annual Comprehensive Financial Report.
FINANCIAL IMPACT:	None.
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:
The City of St. Helena has undergone the fiscal year audit and issued its Annual Comprehensive Financial Report for fiscal year ended June 30, 2025. The City publishes an annual report to fully disclose its financial information, as well as to comply with state and federal requirements and bond covenants.

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

The City contracts for an annual independent audit of its financial statements. In May 2025, the City issued an RFP for professional auditing services upon the expiration of the existing contract. On August 12, 2025, the City signed a three-year Professional Services Agreement with Harshwal & Company, LLP to prepare the City's annual audited financial statements through FY 2027 with an option to extend for an additional two years.

The Annual Comprehensive Financial Report is available on the City of St. Helena's website at

the following link **here**.

DISCUSSION:

ANNUAL COMPREHENSIVE FINANCIAL REPORT OVERVIEW

The City of St. Helena's Annual Comprehensive Financial Report consists of three sections:

1. Introductory Section: provides general information on the government's structure and the letter of transmittal.
2. Financial Section, which contains the following:
    - Independent auditor's report
    - Management discussion and analysis (MD&A) - The MD&A provides a simple narrative introduction, overview, and analysis of the basic financial statements.
    - Basic financial statements
    - Fund financial statements
    - Notes to the financial statements
    - Required Supplemental Information
    - Optional Supplementary Information
3. Statistical Section: presents detailed information as a context for understanding information in the financial statements, note disclosures, and required supplementary information

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In addition to producing the City's Annual Comprehensive Financial Report, it is the responsibility of the independent auditor to provide to the City of St. Helena a report on internal control over financial reporting and a report on compliance with other matters based on the audited financial statements. The purpose of the Report on Internal Control and Other Matters is to identify deficiencies in internal control that the auditor considers to be either material weaknesses and/or significant deficiencies. Additionally, the auditor performed tests of the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or combination of deficiencies, in internal control less severe than a material weakness, yet important enough to merit attention by those charged with governance.

For the FY 2024-25 audit, the Independent Auditor's Report on Internal Control Over Financial Reporting disclosed that there were no instances of significant deficiency or material weakness. The Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance disclosed that there was one instance of noncompliance that was considered a significant deficiency as follows:

2025-001: Reporting (Significant Deficiency)
Criteria: The OMB Uniform Guidance and contract with the federal funding agency require that non-federal entities receiving federal awards establish and maintain internal control designed to reasonably ensure compliance with federal laws, regulations and programs compliance requirements as follows:

Section 2 CFR 200.512 of the Uniform Guidance states:

I. General. (1) The audit must be completed, and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package is due the next business day.
II. Data Collection. The FAC is the repository of record for Subpart F-Audit Requirements of this Part reporting packages and the data collection form. All federal agencies, pass-through entiris and others interested in a reporting package and data collection form must obtain it by accessing the FAC.

Cause: The audit package and data collection form were not submitted to the Federal Audit Clearinghouse for the reporting year needed June 30, 2025, within 9 months after the audit period.

Recommendation: City should establish centralized controls, which include the identification of all required reports and their due dates, effective controls over the preparation of reports, and a monitoring function to ensure that controls are in place and operating effectively for report submission.

Additional information regarding the finding is available on Page 129 of the Audited Financial Statements.

ENVIRONMENTAL REVIEW:
None.

GOAL:
Goal 4: Provide Effective Community Information & Opportunities for Engagement

ATTACHMENTS:
1. Presentation - 2025 Audit

CITY OF ST.HELENA

HARSHWAL® & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

Audit Summary Presentation for the year-ended June 30, 2025

Presented by:

Harshwal & Company LLP
Certified Public Accountants

The information provided herein is for informational purposes only and should not be construed as financial, investment, tax, accounting or legal advice.

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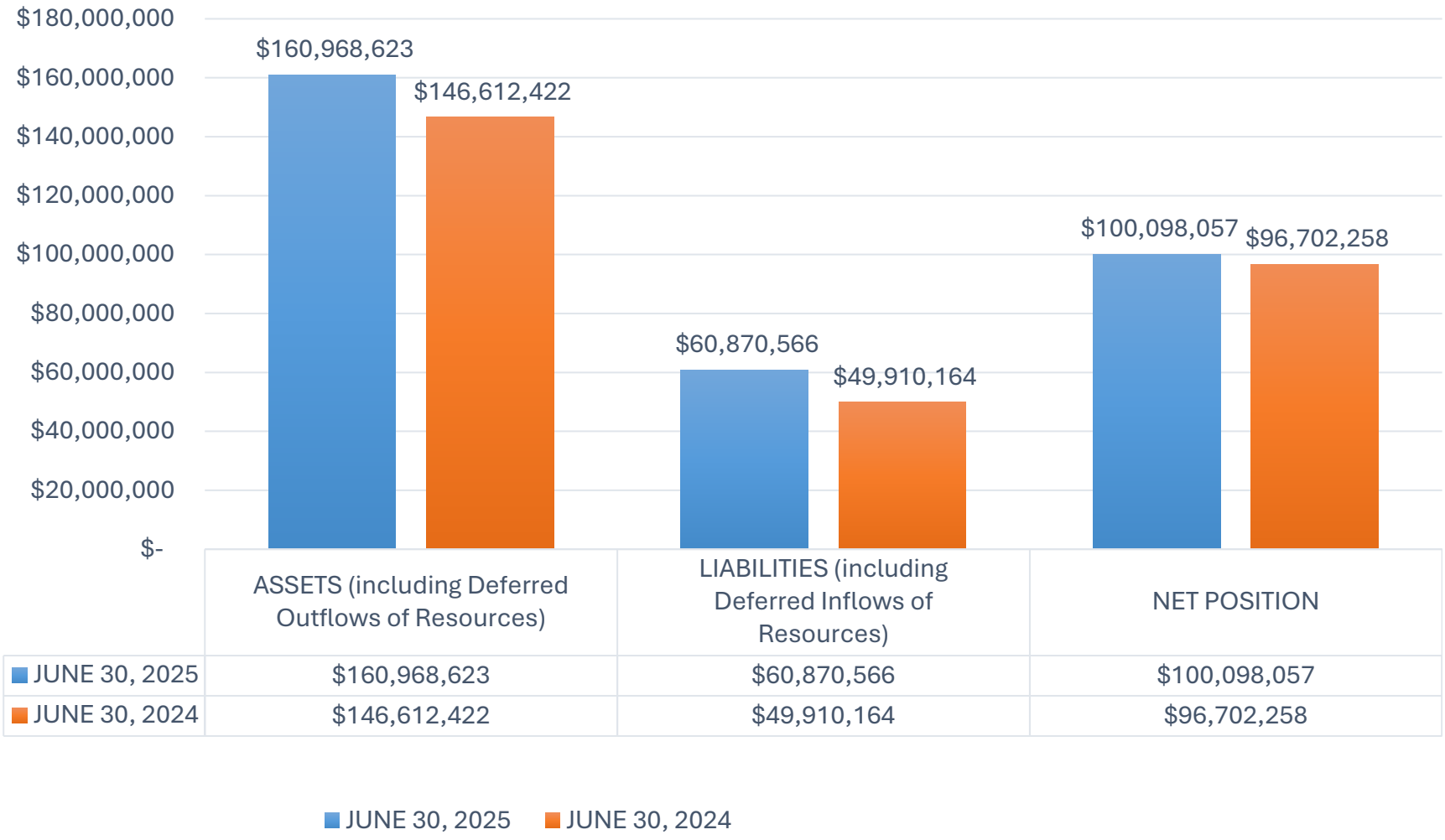
AUDIT RESULTS

- Financial statements
  - Unmodified opinion
- Internal control over financial reporting
  - No Material weaknesses identified
  - No significant deficiencies reported
- Federal Awards
  - Unmodified Opinion
  - No Material weaknesses identified
  - Significant deficiencies reported

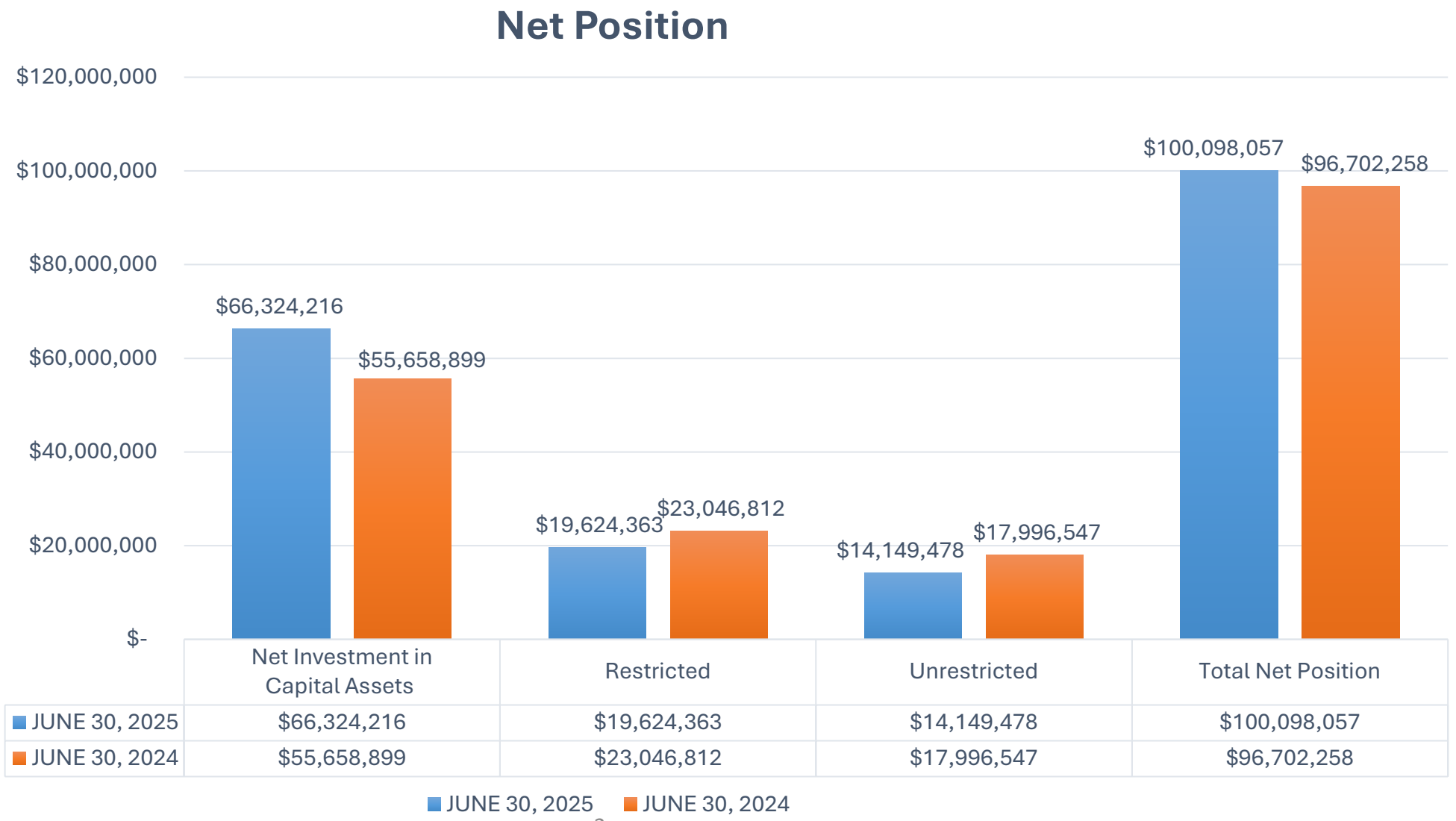
FINANCIAL STATEMENT ANALYSIS

Statement of Net Position



	ASSETS (including Deferred Outflows of Resources)	LIABILITIES (including Deferred Inflows of Resources)	NET POSITION
JUNE 30, 2025	$160,968,623	$60,870,566	$100,098,057
JUNE 30, 2024	$146,612,422	$49,910,164	$96,702,258

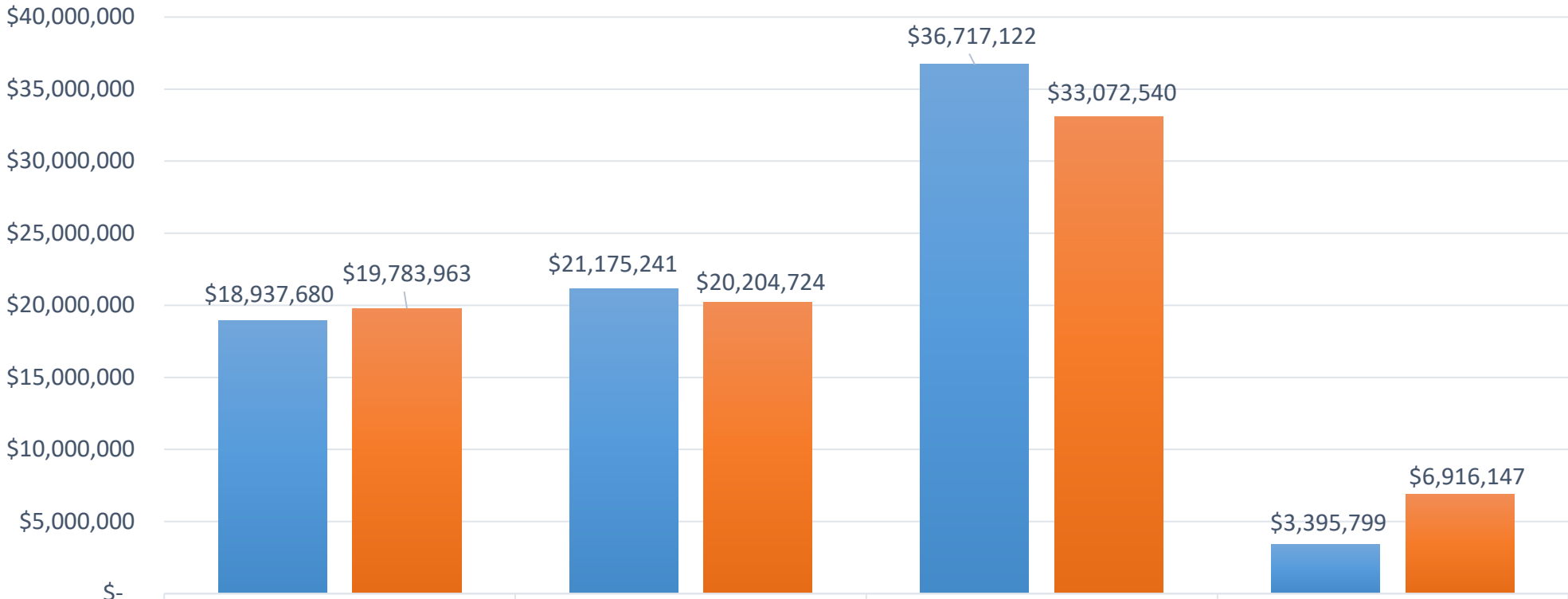
FINANCIAL STATEMENT ANALYSIS



	Net Investment in Capital Assets	Restricted	Unrestricted	Total Net Position
JUNE 30, 2025	$66,324,216	$19,624,363	$14,149,478	$100,098,057
JUNE 30, 2024	$55,658,899	$23,046,812	$17,996,547	$96,702,258

FINANCIAL STATEMENT ANALYSIS

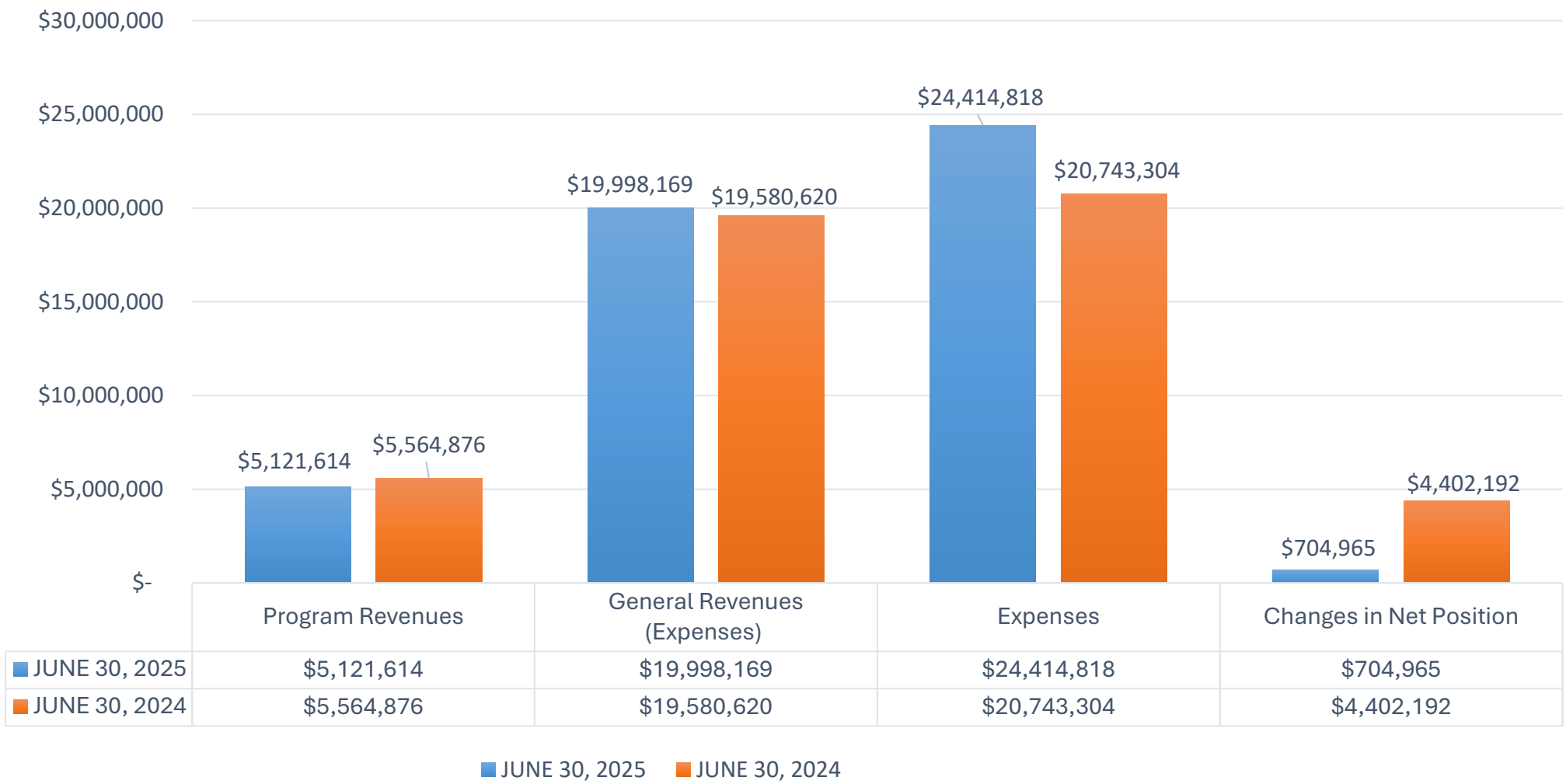
Statement of Revenues, Expenses, and Change in Net Position



	Program Revenues	General Revenues (Expenses)	Expenses	Changes in Net Position
JUNE 30, 2025	$18,937,680	$21,175,241	$36,717,122	$3,395,799
JUNE 30, 2024	$19,783,963	$20,204,724	$33,072,540	$6,916,147

FINANCIAL STATEMENT ANALYSIS
GOVERNMENTAL ACTIVITIES

Statement of Revenues, Expenses, and Change in Net Position

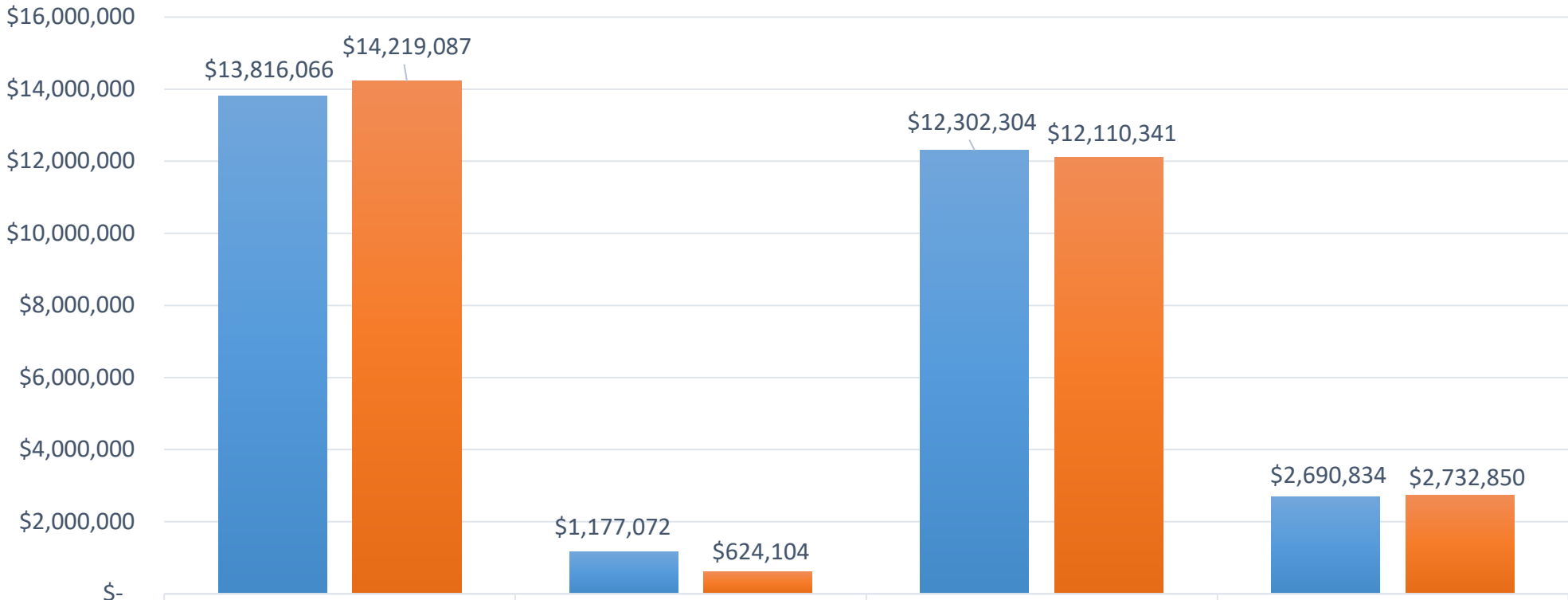


	Program Revenues	General Revenues (Expenses)	Expenses	Changes in Net Position
JUNE 30, 2025	$5,121,614	$19,998,169	$24,414,818	$704,965
JUNE 30, 2024	$5,564,876	$19,580,620	$20,743,304	$4,402,192

FINANCIAL STATEMENT ANALYSIS

BUSINESS-TYPE ACTIVITIES

Statement of Revenues, Expenses, and Change in Net Position



	Program Revenues	General Revenues (Expenses)	Expenses	Changes in Net Position
JUNE 30, 2025	$13,816,066	$1,177,072	$12,302,304	$2,690,834
JUNE 30, 2024	$14,219,087	$624,104	$12,110,341	$2,732,850

JUNE 30, 2025 JUNE 30, 2024

QUESTIONS?

Agenda Report to the City Council

Agenda Section: NEW BUSINESS
Department: Admin

DATE:	July 28, 2026
FROM:	James McCann, Interim City Manager
SUBJECT:	Approval of a resolution authorizing the Interim City Manager to Execute a Professional Services Agreement with Bob Murray & Associates in the amount of $36,500 for recruitment services related to the City Manager vacancy.
RECOMMENDED ACTION:	Staff recommends approving the attached resolution and requests the City Council provide direction on the next steps.
PREVIOUS COUNCIL ACTION:	April 14, 2026 - City Council authorized recruitment for a City Manager (Resolution 2026-040) and formed a subcommittee to evaluate the recruiting proposals and coordinate interviews with the top firms.
STATEMENT OF THE PURPOSE:	The purpose is to affirm the selection of Bob Murray & Associates to provide recruiting services for the City Manager vacancy and authorize the Interim City Manager to execute the professional services agreement in an amount not to exceed $36,500. In addition, staff is requesting direction on the next steps.
FINANCIAL IMPACT:	The total Financial Impact is an amount not-to-exceed $36,500, which is available in the adopted budget utilizing General Fund in GL Account 101-40-00-21-45
CEQA DETERMINATION:	Not a CEQA Project (CEQA Guidelines §15378)

BACKGROUND:
The City Manager position became vacant effective April 13, 2026, which created the need to initiate a recruitment process to fill this key executive position.

The City Manager serves as the central figure in ensuring the effective administration of all municipal operations. This critical executive-level position is responsible for implementing City Council policies, providing organizational leadership, and overseeing the delivery of essential public services. The City Manager directs and coordinates the activities of all departments, ensures fiscal responsibility, and fosters a high-performing and accountable organizational culture.

This role provides strategic, administrative, and operational leadership in the development and execution of Citywide goals, policies, and programs. The City Manager ensures alignment between Council priorities and departmental work plans, while maintaining compliance with applicable local, state, and federal regulations. Additionally, the City Manager serves as the primary liaison between the City Council, staff, and the community, ensuring transparent communication, and responsive governance.

Given the increasing complexity of municipal operations, rising fiscal pressures, staffing challenges, and evolving regulatory requirements, leaving this position vacant poses significant organizational, operational, and strategic risks. The City Manager is essential to:

- Ensuring continuity of operations and organizational stability across all City departments.
- Implementing City Council policy direction and advancing strategic priorities.
- Overseeing the City's financial health, including budget development, fiscal controls, and long-term planning.
- Providing leadership and direction to executive staff and maintaining workforce engagement and accountability.
- Coordinating interdepartmental efforts to effectively deliver services and capital projects.
- Navigating complex regulatory, legal, and intergovernmental issues.
- Strengthening relationships with regional partners, stakeholders, and the community.
- Supporting organizational resilience, innovation, and long-term sustainability.

DISCUSSION:
City staff contacted several executive recruitment firms to solicit proposals for recruitment services. The City received the following proposals for consideration:

Recruiting Firm	**Total Estimated Cost**
Bob Murray & Associates	34,000
CPS HR Consulting	30,000
Peckham & McKenney	28,000
Ralph Andersen & Associates	38,750
Tripepi Smith	28,500
WBCP	36,500

On April 14, 2026, the City Council formed a subcommittee (Vice Mayor Deasy and Council Member Barak) to evaluate the proposals received and interview the top three firms. The City Council-appointed subcommittee met to review and evaluate each firm's qualifications, experience, recruitment approach, references, proposed timeline, and cost. Based on the initial evaluation, the subcommittee selected the top three firms for interviews to further assess their ability to meet the City's recruitment needs and organizational objectives.

The interviews focused on each firm's experience recruiting executive-level local government professionals, understanding of the City's unique characteristics and challenges, candidate outreach strategies, stakeholder engagement process, and overall approach to identifying and attracting highly qualified candidates. Particular emphasis was placed on the subcommittee's goals of conducting a comprehensive and inclusive recruitment process, attracting a diverse pool of qualified candidates, maintaining clear communication throughout the recruitment, and identifying candidates whose leadership style, experience, and values align with the City's organizational culture and strategic priorities.

Based on the proposal review and interview process, the subcommittee determined that Bob Murray & Associates demonstrated the strongest overall qualifications and best alignment with the City's recruitment objectives. The firm distinguished itself through its extensive experience conducting successful city manager recruitments, thorough understanding of municipal government operations, comprehensive recruitment strategy, and commitment to engaging stakeholders throughout the process.

Bob Murray & Associates is recognized for conducting inclusive executive recruitments that actively seek a diverse pool of qualified candidates. In addition to its extensive local government network, the firm uses targeted outreach and proactive recruitment strategies to attract candidates from both traditional municipal backgrounds and non-traditional leadership roles with transferable executive experience. This approach broadens the candidate pool while ensuring applicants possess the leadership skills and qualifications necessary to serve effectively as City Manager. The subcommittee believes that the firm's approach will best position the City to attract a highly qualified and diverse candidate pool and successfully recruit the City's next City Manager.

Staff has included an additional $2,500 in the proposed agreement to support an onsite meeting day with the recruitment consultant. This funding will cover the consultant's daily rate and associated travel expenses, allowing Bob Murray & Associates to conduct in-person

meetings with the City Council, staff, and members of the community to gather input on the leadership qualities, management style, and priorities desired in the City's next City Manager.

ENVIRONMENTAL REVIEW:
None.

GOAL:
Goal 7: Enhance Organizational Effectiveness

ATTACHMENTS:
1. Resolution Authorizing Recruitment of a City Manager (1)-c1
2. PSA Bob Murray & Associates Executive Recruitment 2026.07.28

CITY OF ST. HELENA

RESOLUTION NO. 2026 -

Resolution authorizing recruitment for a permanent City Manager.

RECITALS

A. On January 28, 2025, Council Member Barak requested an item be placed on a future agenda to discuss and consider issuing a temporary freeze on all new hires; and

B. Additionally, proposing that the City Council would retain authority to approve exceptions on a case-by-case basis when such actions are deemed critical for public safety, legal compliance or liability or other urgent needs at the council's discretion where delaying action would result in significant harm to the City or its residents; and

C. On March 11, 2025 City Council adopted the hiring freeze placing a temporary hiring freeze on all new hires and all other vacant positions will remain frozen unless Council approves an exception based on clear justification; and

D. Since March 11, 2025, several positions have become vacant or will be vacant in the near future; and

E. The City Council of St. Helena and City Manager Comelo have mutually agreed to part ways effective April 13, 2026, which will create the need to initiate a recruitment process to fill this key executive position; and

F. In order to meet day-to-day operational needs, staff requested authorization to recruit for this critical position.

G. Resolution 2026-040 authorized the initial recruitment to begin. Staff gathered proposals and a City Council Committee reviewed and interviewed firms.

RESOLUTION

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

1. The Council hereby authorizes the Interim City Manager to recruit for a permanent City Manager with the assistance of a recruitment firm.
2. Authorize the Interim City Manager to execute the professional services agreement in an amount not to exceed $36,500

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2026, by the following vote:

Mayor Dohring: _____
Vice Mayor Deasy: _____
Councilmember Barak: _____
Councilmember Spadarotto: _____
Councilmember Diaz: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Andrew Bradley, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on July 28, 2026 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Bob Murray & Associates (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Executive Recruitment Services for City Manager.

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 Interim 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 B, "Costs and Guarantee" attached hereto and made a part hereof. Total compensation shall not exceed $36,500, which includes one additional on-site meeting plus travel expenses, 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 recruitment process, as outlined in **Exhibit B – Compensation, Method of Payment Section**. 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, set forth on Exhibit B – Compensation, Method of Payment. 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 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.

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

C. 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 advise 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.

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

The Consultant shall be responsible for its acts of negligence, and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner 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.

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

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

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

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

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

C. 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

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery

request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, 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.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – 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 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 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
1088 College Avenue
St. Helena, California 94574

To Consultant:
Bob Murray & Associates
1544 Eureka Road, Ste. 180
Roseville, CA 95661
916-784-9080

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

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

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

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

SECTION 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.

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 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:

By: _____
Name: Valerie Gaeta Phillips
Title: President

City:

By: _____
Name: James McCann
Title: Interim City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

SCOPE OF SERVICES

THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 34+ years of experience in executive recruiting.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of St. Helena's needs will be key to a successful search. Valerie Gaeta Phillips, Gary Phillips, or Stephanie Dietz will meet virtually with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. Key stakeholders often include:

- Council/Board Members – up to five virtual one-on-one meetings with the Recruiter
- Internal Stakeholders (e.g. Department Heads) – up to two virtual group meetings with the Recruiter
- External Stakeholders (e.g. Chamber of Commerce, Community Groups) – one virtual one-on-one or group meeting with the Recruiter

Internal and External Stakeholders

We find that many of our clients value a recruitment process that opens the opportunity for employees, community members, business leaders, and organization representatives to provide input regarding the ideal candidate. Our recruiters are skilled in virtually facilitating group staff meetings, forums for the business community, and/or town hall meetings that provide for equitable involvement from a variety of constituencies.

If the City of St. Helena desires, we will work with the City Council to create a customized virtual community and/or staff input process. *Please note: Virtual facilitation of stakeholder meetings is included in the professional fee. On-site Recruiter facilitation is available for an additional fee – please refer to "Costs and Guarantee" on page 7 for pricing information.*

Online Stakeholder Surveys

Sometimes clients are seeking input from a wider range of stakeholders—such as community members, business leaders, and organization representatives—online surveys are ideal to solicit input regarding qualities of the ideal candidate. Our experienced recruiters excel at crafting targeted, thoughtful, open-ended questions and can design a customized survey, providing a link for easy sharing on your website. After closing, your dedicated Recruitment Coordinator will send you the survey

response data for your review and analysis. This proposal includes **one** Online Survey. Additional Online Surveys are available under Optional Services (please refer to page 8).

We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of St. Helena.

Ms. Gaeta Phillips Mr. Phillips, or Ms Dietz will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and your Recruiter will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Step 2 Design/Distribute Brochure and Advertisements

Your Recruiter and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of St. Helena to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of St. Helena that you feel best represent your organization and your community.

Upon your approval, your Recruiter will send the brochure by email (and postal mail if desired) to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Your Recruiter will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on LinkedIn as well as our monthly newsletter where upcoming and current positions are featured. Sources such as *Western City Magazine,* PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Management field.

Suggested City Manager-specific advertising sources for the City of St. Helena's search include but are not limited to:

- California City Management Foundation
- International City County Management Association
- League of Women in Government
- National League of Cities
- League of California Cities

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is **proud of its commitment to attracting and placing diverse candidates**. Nearly 50% of our last 100 placements were women; Hispanic placements 25%; African American placements 13%; Asian placements 21%; and Native American placements at 1%. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Your Recruiter will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of St. Helena, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the City Manager position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through **over 2,100 successful placements**, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

Step 4 Screen Candidates

Following the closing date for the recruitment, your Recruiter will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and your Recruiter will discuss with the City Council how the City of St. Helena wishes to proceed with these candidates.

Step 5 Conduct Preliminary Interviews

Ms. Gaeta Phillips Mr. Phillips, or Ms Dietz will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom, Teams, or other convenient videoconferencing applications.

Step 6 Search Public Records

Under the direction of your Recruiter, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert your Recruiter to any further detailed inquiries we may need to make before our recommendations are finalized.

Step 7 Make Recommendations

Based on our findings during the preliminary interview process, your Recruiter will meet with the City Council virtually or on site to share the complete applicant list and recommend a limited number of candidates for your further consideration. Your Recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of interviewees will be up to you.

We typically recommend 6-8 candidates that we feel best match your expectations and prepare a detailed report on each candidate. This virtual "Recommended Finalist" eBook is provided to each member of the decision-making body and includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate

- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

Step 8 Facilitate Panel Interviews

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of St. Helena to craft and implement an interview approach that fits your needs. This may include panel and/or individual interviews by the City Council; key stakeholders, community/employee interview panels; writing and presentation samples; meet-and-greets; or other specialized process elements your Recruiter helps the City of St. Helena to design.

Ms. Gaeta Phillips Mr. Phillips, or Ms Dietz will be present on-site during the panel interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided for each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

Step 9 Conduct Background and Reference Checks

Ms. Gaeta Phillips Mr. Phillips, or Ms Dietz and your Recruitment Coordinator will conduct detailed reference checks for up to two (2) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with the two (2) final candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

Step 10 Assist in Negotiations

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Gaeta Phillips and Mr. Phillips know what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the City of St. Helena's. Your Recruiter will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of St. Helena, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from your Recruiter on behalf of the City of St. Helena.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Your Recruiter will be available to the City of St. Helena by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The **all-inclusive professional services fee** for conducting the City Manager recruitment on behalf of the City of St. Helena is **$34,000**. Services provided for in this fee consist of all steps outlined in this proposal, including design and distribution of the recruitment brochure, advertising, marketing and promotion, administrative support, public records research, comprehensive background reporting on the final candidates, postage, technology, and three days of on-site meetings. This proposal is valid for 60 days from the date of the proposal.

Optional Services are listed below and are in addition to the professional services fee. Expense reimbursement for ***Consultant travel*** *related to additional on-site meeting days is billed at the actual rate (airfare/mileage, lodging) and is the responsibility of the City of St. Helena.*

The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of St. Helena. Therefore, your Recruiter will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

Optional Services

- **Additional virtual stakeholder meetings**: $250/meeting
- **Additional on-site meeting days**: $1,500/day/Consultant, plus travel expenses
- **Online Surveys**: $500/each (includes preparing recommended questions, preparing and sharing the survey link, closing the survey, and sending the survey response data for your review and analysis
- **Additional background checks**: $300/candidate
- **Additional reference checks**: $500/candidate
- **Additional hires**: $9,000/candidate