



**Mayor: Ann Nevero**  
**Vice Mayor: Sharon Crull**  
**City Council: Greg Pitts**  
**Mario Sculatti**  
**Peter White**

**REGULAR MEETING**  
**ST. HELENA CITY COUNCIL**  
**VINTAGE HALL BOARD ROOM – SECOND FLOOR**  
**465 MAIN STREET, ST. HELENA**  
**JULY 9, 2013**  
**5:00 PM CLOSED SESSION**  
**6:00 PM REGULAR MEETING**

**PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the “Oral Communication” portion of the agenda may voluntarily complete a “Speaker Card” and submit it to the City Clerk BEFORE that portion of the agenda is called. Speaker cards are available on the table in back of the room. Please observe the time limit of three minutes.**

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION**
- 4. CLOSED SESSION (5:00 P.M.)**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property: The portion of APN: 009-211-016, 1480 Main Street, containing the existing City Hall facility (Multiple Offers)

Property Owner: City of St. Helena

City Negotiator: City Manager Gary Broad

Offer Number One: Lux Forum

Offer Number One Negotiator: William J. Agee

Offer Number Two: St. Helena Investors

Offer Number Two Negotiator: Andy Bartlett

Under Negotiation: Price and terms for potential sale or lease of property

- 5. OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY**

6. **PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with State Law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

7. **REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:** Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

- Tree Committee Report on activities December 2012 – May 2013

## 8. PRESENTATIONS AND PUBLIC RECOGNITIONS

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

9. City Council minutes of Special Meeting of June 25, 2013

Recommended Action: Approve

10. City Council minutes of Regular Meeting of June 25, 2013

Recommended Action: Approve

11. Resolution establishing an appropriation limit for FY 2013-14 and the selection of current fiscal year adjustment factors

Recommended Action: Adopt

12. Agreement between Napa County and the City of St. Helena approving Joint Powers Agreement (Amendment No. 1) use of medical cache trailer

Recommended Action: Adopt

13. Resolution approving request from Calistoga Affordable Housing (CAH) for waiver of all application processing fees for the Turley Flats 8-unit 100% affordable housing at 1105 Pope Street pursuant to Municipal Code Section 17.08.190 (D.)(1.)

Recommended Action: Adopt

## PUBLIC HEARINGS

14. Council consideration/introduction of an ordinance to prohibit advertisement, possession, use, purchase, or distributing of substituted cathinones (commonly called "bath salts", jewelry cleaner," and "glass cleaner") synthetic cannabinoids (commonly known as "spice" or "K2"), and certain other synthetic drugs (Police Chief)

## **SCHEDULED MATTERS**

15. Review of the Napa County Transportation & Planning Agency (NCTPA) Report “St. Helena Vine Community Bus Service Assessment and Recommendations” for the St. Helena VINE Shuttle route operation and consideration/adoption of Resolution approving a Memorandum of Understanding (MOU) with the NCTPA (Public Works Director)
16. Review and direction on revisions to the General Plan Update Circulation and Land Use Elements (Interim Planning Director)

## **ADJOURNMENT**

The next Regular City Council meeting is scheduled for July 23, 2013 at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street. This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on July 3, 2013.

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Delia Guijosa, City Clerk

## **CHALLENGING DECISIONS OF CITY ENTITIES**

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

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

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

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

**SPECIAL MEETING  
ST. HELENA CITY COUNCIL  
ST. HELENA CITY HALL CONFERENCE ROOM  
1480 MAIN STREET, ST. HELENA  
JUNE 25, 2013 - 8:00 A.M.**

Mayor Nevero called the meeting to order at 8:10 a.m. and the flag was saluted.

**ROLL CALL**

Present: Councilmembers Sculatti, White, Crull, Mayor Nevero

Absent: Councilmember Pitts

**PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION** – None

**CLOSED SESSION**

The Council convened into Closed Session to discuss the matters listed below:

Councilmember Pitts arrived at this time (8:11 a.m.).

**CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION**

Government Code 54956.9 (a)

Calderon et. al. v. City of St. Helena, et al., USDC No C12-5819

Conference with Legal Counsel - Pending Litigation –

Name of Case: In re The Matter of the Jean Phillips Trust Created Under the Dorothy L.

Tweed 2000 Revocable Trust, Napa County Superior Court Case No. 26-60863

Government Code Section 54956.9(d)(1))

**OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE  
ACTIONS TAKEN IF ANY**

The Council reconvened the regular meeting and no action was reported.

**ADJOURNMENT**

Mayor Nevero adjourned the meeting at 10:07 a.m.

**APPROVED:**

**ATTEST:**

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Ann Nevero, Mayor

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Delia Guijosa, City Clerk

**REGULAR MEETING  
ST. HELENA CITY COUNCIL  
VINTAGE HALL BOARD ROOM – SECOND FLOOR  
465 MAIN STREET, ST. HELENA  
JUNE 25, 2013  
5:00 P.M. CLOSED SESSION  
6:00 P.M. REGULAR MEETING**

A complete video recording of this meeting can be found at [www.cityofsthelena.org](http://www.cityofsthelena.org) or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting. (Note: A technical issue with the video recording equipment was experienced.)

Mayor Nevero called the meeting to order at 5:00 p.m. and the flag was saluted.

**ROLL CALL**

Present: Councilmembers Sculatti, White, Crull, Pitts, Mayor Nevero

Absent: None

**PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION**

Mayor Nevero asked if there were any public comments regarding the Closed Session matter listed below. There being none, the Council convened into Closed Session.

**CLOSED SESSION**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property: The portion of APN: 009-211-016, 1480 Main Street, containing the existing City Hall facility

Property Owner: City of St. Helena

City Negotiator: City Manager Gary Broad

Prospective Purchaser: Lux Forum

Prospective Purchaser's Negotiator: William J. Agee

Under Negotiation: Price and terms for potential sale or lease of property

The Regular Meeting was reconvened at 6:10 p.m. and there was no reportable action.

**Video/Technical Issues**

Due to technical issues (hardware problems), it was noted that the meeting was not being recorded.

**PUBLIC FORUM**

**Legal Counsel Conflict - Jay Greene**

Believed the City Attorney's firm had a conflict of interest and should not represent the City in the Calderon litigation.

**Use of Carnegie building for City Offices – Lorraine Stuart**

Read a letter authored by herself and Mary Stuard expressing concern with the idea of moving City Hall offices to the Carnegie building. She said she could provide signatures of residents against this idea.

Libby Shafer supported Ms. Stuart's comments requesting the Council maintain the Carnegie Building as public space.

**City Hall Building - Susan Allen**

Was of the opinion that a commercial venture was not appropriate for the existing City Hall site.

**Employer to Resident Ratio – Mary Stephensen**

Addressed the Council stating this was her third presentation to the Council regarding affordable housing. She presented a power point addressing housing imbalance based on census records.

**REPORTS BY STAFF AND CITY COUNCIL AND FUTURE AGENDA ITEMS and AB 1234 REPORTS:**

**Closed Session - Mayor Nevero**

Stated that the Council had met in Closed Session regarding real property negotiations as listed above and there was no reportable action.

**Monthly Police Department Crime Report – Police Chief**

Updated the Council on police activities for the months of May and June.

**PG&E Parking Lot – Public Works Director**

Stated that a ribbon cutting ceremony was held on Monday for the opening of the PG&E parking lot on Mitchell Avenue.

**Upper Valley Waste Management - Councilmember Crull**

Suggested consideration of a cleanup day in St. Helena. She said the Town of Yountville has done this utilizing its credits from Upper Valley Waste Management. Staff stated they would look into this and provide information.

**Plastic Bags – Councilmember White**

Asked that Carol Poole be invited to appear before the Council with a plastic bag presentation.

**PRESENTATIONS AND PUBLIC RECOGNITIONS - None**

## **CONSENT ITEMS**

Councilmember Crull moved to approve Consent Items 10 and 11 as submitted. The motion was seconded by Councilmember White and on roll call carried by the following vote:

AYES: Councilmembers Crull, White, Sculatti, Pitts, Mayor Nevero

NOES: None

Those items approved were as follows:

**10. Adopted Resolution No. 2013-40 adopting plans, specifications and working details and authorizing the bid request for St. Helena Street Repair and Rehabilitation Project 2013;**

**11. Adopted Resolution No. 2013-41 renaming the Climate Protection Task Force the St. Helena Sustainability Committee, reducing member terms from three years to two years, and approving the committee's mission statement.**

## **ITEMS REMOVED FROM CONSENT**

### **City Council Minutes of June 11, 2013**

Councilmember Crull requested this item be removed from consent.

Councilmember White moved to approve the City Council Minutes of June 11, 2013. The motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Councilmembers White, Pitts, Sculatti, Mayor Nevero

NOES: None

ABSTAIN: Councilmember Crull

## **PUBLIC HEARINGS**

**12. Consideration/action on a request from Larry Cronwell for water, sewer, traffic and housing impact fees waivers totaling \$5,986.48 for an addition/remodel project at 1590 Grayson Avenue**

Upon review of the fee waiver request, Councilmember White moved to deny the request from Larry Cronwell for water, sewer, traffic and housing impact fee waivers for an addition/remodel project at 1590 Grayson Avenue. The motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Councilmembers White, Pitts, Sculatti, Crull, Mayor Nevero

NOES: None

### **13. Response to 2012-13 Grand Jury Final Report regarding the integrity of Grand Jury Investigations**

Councilmember Crull moved to direct staff to respond to the Grand Jury's findings as drafted by the City Manager and to further advise that the City has no information on any violation by the City, employees, staff or officials. The motion was seconded by Councilmember White and on roll call carried by the following vote:

AYES: Councilmembers Crull, White, Pitts, Sculatti, Mayor Nevero

NOES: None

### **RECESS**

At 7:23 p.m. Mayor Nevero called for a recess. The meeting was reconvened at 7:32 p.m.

### **SCHEDULED MATTERS**

#### **14. Resolution No. 2013-42 appointing one member to the Parks and Recreation Commission**

Mayor Nevero moved to re-appoint Roberta Oswald to the Parks and Recreation Commission. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers Crull, Sculatti, White, Pitts

NOES: None

#### **15. Resolution No. 2013-43 appointing two members to the Library Board of Trustees**

Mayor Nevero moved to re-appoint Malcolm McClain to the Library Board of Trustees. The motion was seconded by Councilmember White and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers White, Crull, Sculatti, Pitts

NOES: None

Mayor Nevero moved to appoint Skip Lane to the Library Board of Trustees. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers Crull, Sculatti, White, Pitts

NOES: None

#### **16. Resolution No. 2013-44 appointing one member and one alternate member to the Tree Committee**

Mayor Nevero moved to re-appoint Susan Allen to the Tree Committee as an alternate. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers Crull, Sculatti, White, Pitts

NOES: None

Mayor Nevero moved to appoint Kacey Stotesbery to the Tree Committee. The motion was



seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers Crull, Sculatti, White, Pitts

NOES: None

**17. Resolution No. 2013-45 appointing two members to the Climate Protection Task Force**

Mayor Nevero moved to re-appoint Steve Patterson to the St. Helena Sustainability Committee.

The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers Crull, Sculatti, White, Pitts

NOES: None

Mayor Nevero moved to re-appoint Carol Troy to the St. Helena Sustainability Committee. The motion was seconded by Councilmember White and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers White, Sculatti, Crull, Pitts

NOES: None

**18. Resolution No. 2013-46 appointing two members to the Planning Commission**

Mayor Nevero moved to re-appoint Brian Russell to the St. Helena Planning Commission. The

motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers Pitts, Sculatti, White, Crull

NOES: None

Mayor Nevero moved to appoint David Wright to the St. Helena Planning Commission. The motion died for lack of a second.

Mayor Nevero moved to appoint Bobbi Monnette to the St. Helena Planning Commission. The motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Mayor Nevero, Councilmembers Pitts, Sculatti, White, Crull

NOES: None

**19. Resolution No. 2013-47 declaring City's intent to issue tax-exempt obligations to be used to reimburse the City for expenditures prior to the issuance of such tax-exempt obligations for 684 McCorkle Avenue**

Councilmember White moved to adopt Resolution No. 2013-47 declaring City's intent to issue tax-exempt obligations to be used to reimburse the City for expenditures prior to the issuance of such tax-exempt obligations for 684 McCorkle Avenue. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Sculatti, White, Mayor Nevero

NOES: None

**20. Review and direction on revisions to the General Plan Update Circulation Element**

Upon review of proposed street extensions it was the Council's consensus that the Council should consider circulation and land use concurrently so that the nexus could be considered as well.

**ADJOURNMENT**

Mayor Nevero adjourned the meeting at 9:12 p.m.

**APPROVED:**

**ATTEST:**

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Ann Nevero, Mayor

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Delia Guijosa, City Clerk

# STAFF REPORT



**DATE:** July 9, 2013

**TO:** Mayor and City Council

**FROM:** Karen Scalabrini, Finance Director

Item 11

**RE:** Establishing an appropriation limit for fiscal year 2013-2014 and the selection of current year adjustment factors

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**BACKGROUND:** Annually the City must adopt an appropriation limit pursuant to state law. This limit is commonly known as the "Gann Limit" and limits the proceeds of taxes for government. The limit is adjusted each year based on economic factors and must be adopted by the governing body of the agency who must also select the adjustment factors used for the current year.

Attached for your review and action is a resolution setting the limit and a schedule of the calculation. While this is a complicated measure, the good news is that the City is far below the limit.

**RECOMMENDED COUNCIL ACTION:**

1. Adopt the resolution establishing an appropriation limit for fiscal year 2013-2014.

**ATTACHMENTS/EXHIBITS:**

Resolution

Gann Limit calculation sheet

# **CITY OF ST. HELENA, CALIFORNIA**

## **Resolution No. 2013-**

### **ESTABLISHING AN APPROPRIATION LIMIT FOR FISCAL YEAR 2013-2014 AND THE SELECTION OF CURRENT FISCAL YEAR ADJUSTMENT FACTORS**

#### **RECITALS**

In compliance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code, the City shall set its appropriation limit for each fiscal year by adjusting the prior year adopted limit by changes in the cost of living or personal income and by changes in population, except as otherwise provided for in said Article XIII B and implementing State statutes.

#### **RESOLUTION**

The City of St. Helena resolves and sets the Fiscal Year 2013-2014 Appropriation Limit in the amount of \$41,084,299 and further resolves that in the computation of such limit; the City selected the percentage change in population for the City of St. Helena, and percentage change in California's per capita personal income. However, the City reserves the right to change this factor selection at some future time when the necessary information becomes available on a regularly accepted and/or legislated basis.

Approved by action of the City Council at a Regular Meeting held on July 9, 2013 by the following votes:

AYES:

NOES:

ABSENT:

Approved:

Attest:

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Ann Nevero  
Mayor

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Delia Guijosa  
City Clerk

**CITY OF ST. HELENA**  
**APPROPRIATIONS LIMITATION SUMMARY**  
**Fiscal Year 2013/14**

|                                      |                |
|--------------------------------------|----------------|
| PROCEEDS OF TAXES                    | \$7,603,372    |
| EXCLUSIONS                           | 0              |
| APPROPRIATIONS SUBJECT TO LIMITATION | \$7,603,372    |
| CURRENT YEAR LIMIT                   | \$41,084,299   |
| OVER (UNDER) LIMIT                   | (\$33,480,927) |
| AVAILABLE CAPACITY AS A % OF LIMIT   | 81.49%         |

*In November, 1979, the voters of the State of California approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Prop 4 became effective for the 1980/81 fiscal year, but the formula for calculating the limits was based on the 1978/79 "base year" revenues.*

*In order to deal with an increasing number of complaints about the restrictions of Prop 4, and to increase the accountability of local government in adopting their limits, the voters approved Prop 111 in June 1990. Among other things, Prop 111 provides new adjustment formulas which should make the Appropriations Limit more responsive to local growth issues. It also requires an annual review of Limit calculations.*

*The Appropriations Limitations imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The Limit is based on actual appropriations during the 1978/79 fiscal year, and is increased each year using the growth of population and inflation. Not all revenues are restricted by the Limit, only those which are referred to as "Proceeds of Taxes."*

**CITY OF ST. HELENA**  
**Spending Limit Calculation**  
**Fiscal Year 2013/14**

**APPROPRIATIONS SUBJECT TO LIMIT**

|                                          |               |
|------------------------------------------|---------------|
| Fiscal year 2013-2014 estimated revenues | \$8,777,965   |
| Less:                                    |               |
| Nonproceeds of tax                       | (\$1,174,593) |
| Plus:                                    |               |
| User fees in excess of costs             | 0             |
| <hr/>                                    |               |
| Total appropriations subject to limit:   | \$7,603,372   |

**APPROPRIATION LIMIT**

|                                            |              |
|--------------------------------------------|--------------|
| Fiscal year 2012-2013 appropriation limit: | \$38,970,224 |
| A. Cost of living adjustment *             | 1.0512       |
| B. Population adjustment **                | 1.0029       |
| Change Factor (A x B)                      | 1.0542       |
| Increase in appropriation limit            | \$2,114,075  |
| FISCAL YEAR 2013-2014 APPROPRIATION LIMIT  | \$41,084,299 |
| REMAINING APPROPRIATION CAPACITY           | \$33,480,927 |
| Available capacity as a percent of limit   | 81.49%       |

\* Based on percentage change in California per capita income.

\*\* Based on annual population change for St. Helena.



A Tradition of Stewardship  
A Commitment to Service

Health & Human Services Agency  
Fiscal Administration

2261 Elm Street  
Napa, CA 94559-3721

Main: (707) 253-4720  
Fax: (707) 259-8335

Randolph F. Snowden  
Director

May 1, 2013

Ham 12

City of St. Helena  
Honorable Ann Nevero, Mayor  
1480 Main Street  
St. Helena, CA 94574

Re: Amendment 1 to Napa County Agreement No. 6581,  
Joint Powers Agreement-Medical Cache Trailers

Dear Mayor Nevero:

Enclosed please find seven original copies of Amendment No. 1 to Napa County Agreement No. 6581, the Joint Powers Agreement for the Medical Cache Trailers.

The Amendment updates Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation" and Exhibit B, "Costs" to provide that the ALS ambulance franchisee shall assume responsibility to rotate and replace expired medical cache trailer equipment, and to allow for the purchase of new tires using the "Major Repairs" fund.

Please sign all seven copies of the Agreement where designated by arrow flags. Once you have signed, please send all seven original signed copies of the Agreement back to our office, to my attention, as soon as possible. After approval by the County, an original will be mailed to you for your records.

Regards,

A handwritten signature in cursive script, likely belonging to Shelli Brobst.

Shelli Brobst  
Contracts Analyst  
707-253-4720

sm  
Enclosure

# 967-2792

NAPA COUNTY AGREEMENT NO. 6581  
CITY OF NAPA AGREEMENT NO. 8950  
CITY OF CALISTOGA AGREEMENT NO. \_\_\_\_\_  
CITY OF ST. HELENA AGREEMENT NO. \_\_\_\_\_  
AMERICAN CANYON FIRE PROTECTION  
DISTRICT AGREEMENT NO. 05-01

**JOINT POWERS AGREEMENT (AMENDMENT NO. 1)  
(USE OF MEDICAL CACHE TRAILERS)**

**THIS AMENDMENT NO. 1 TO JOINT POWERS AGREEMENT** ("Agreement") is made and entered into as of this 1st day of July, 2013, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY"; the cities of CALISTOGA, NAPA, and ST. HELENA, municipal corporations, hereinafter referred to collectively as "CITIES"; and the AMERICAN CANYON FIRE PROTECTION DISTRICT, a fire protection district operating as a subsidiary district of the City of American Canyon, hereinafter referred to as "DISTRICT."

**RECITALS**

**WHEREAS**, pursuant to the Joint Exercise of Powers Act (Government Code section 6500 et seq.), two or more public agencies by agreement may jointly exercise any power common to each of the agencies; jointly exercise such common powers within their own or each others' geographic jurisdictions; and, in lieu of creating an independent agency, may designate one or more of the parties to provide services and property for the common use of the parties; and

**WHEREAS**, COUNTY, DISTRICT and CITIES (collectively referred to hereafter as "the Participating Jurisdictions") share the common power under their respective governing statutes to engage in fire protection and emergency medical service response and treatment activities and to acquire medical supplies and equipment needed for such activities; and

**WHEREAS**, sufficient funds were raised through a grant from the FY03 Part 1 Homeland Security Grant Program which enabled COUNTY to purchase "Medical Cache Trailers", the number and specifications of which are set forth in Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation", and

**WHEREAS**, on or about January 1, 2006, the Participating Jurisdictions entered into a Joint Powers Agreement (hereinafter referred to as the "Agreement") to provide for the maintenance and use of the Medical Cache Trailers by each of the Participating Jurisdictions; and

**WHEREAS**, the Participating Jurisdictions have agreed to make this Amendment No. 1 to the Agreement in order to update Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation" and Exhibit B, "Costs" to provide that the ALS ambulance franchisee shall assume responsibility to rotate and replace expired medical cache trailer equipment, and to allow for the purchase of new tires using the "Major Repairs" fund.



## **TERMS**

**NOW, THEREFORE**, the Participating Jurisdictions hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:
  - 2. Purpose.** During the term of this Agreement, COUNTY shall acquire, hold title to, register, license, insure and annually inspect the Medical Cache Trailers and make them available for use by the Participating Jurisdictions on an as-needed basis for purposes consistent with the Napa County Multi-Casualty Incident (MCI) Medical Response Plan, which is incorporated by reference herein, as such may be amended from time to time by the Napa County Emergency Medical Services Agency. The Participating Jurisdictions shall house, transport, stock, maintain, use, and fund the costs of the Medical Cache Trailers and the Medical Caches contained therein in the manner provided in this Agreement, including the provisions of Addendum 1 to Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation" and of Addendum 1 to Exhibit B, "Costs", which are attached hereto and incorporated by reference herein.
2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No.1 to the Agreement as of the date first written above.

### **COUNTY:**

**NAPA COUNTY**, a political subdivision of  
the State of California

By \_\_\_\_\_  
**BRAD WAGENKNECHT**,  
Chairman of the Board of Supervisors

**APPROVED AS TO FORM:**  
**MINH TRAN**, Napa County Counsel

By Janice D. Killion (e-sign)

**ATTEST: GLADYS I. COIL**  
Clerk of the Board of Supervisors

By \_\_\_\_\_

**APPROVED BY THE BOARD OF  
SUPERVISORS**

Date: \_\_\_\_\_

Processed By: \_\_\_\_\_

**DISTRICT:**

**AMERICAN CANYON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_  
GLEN WEEKS, Fire Chief/District

By \_\_\_\_\_  
LEON GARCIA, Board President

**APPROVED AS TO FORM:**

WILLIAM ROSS, Attorney for District

By \_\_\_\_\_

**CITIES:**

**CITY OF ST. HELENA**, a municipal corporation

By \_\_\_\_\_  
ANN NEVERO, Mayor

ATTEST: DELIA GUIJOSA,  
St. Helena City Clerk

By \_\_\_\_\_

**APPROVED AS TO FORM:**

THOMAS B. BROWN, St. Helena City Attorney

By \_\_\_\_\_

**CITY OF NAPA**, a municipal corporation

By \_\_\_\_\_  
JILL TECHEL, Mayor

ATTEST: DOROTHY ROBERTS  
Napa City Clerk

By \_\_\_\_\_

**APPROVED TO FORM:**

MICHAEL BARRETT, Napa City Attorney

By \_\_\_\_\_

**COUNTERSIGNED:**

Napa City Finance Director

By \_\_\_\_\_

**CITY OF CALISTOGA**, a municipal  
corporation

By \_\_\_\_\_  
RICHARD SPITLER, City Manager

APPROVED AS TO FORM: MICHELLE  
KENYON, Calistoga City Attorney

By \_\_\_\_\_

ATTEST: RICHARD SPITLER, Interim  
Calistoga City Clerk

By \_\_\_\_\_

## **ADDENDUM 1 TO EXHIBIT "A"**

### **DESCRIPTION OF MEDICAL CACHE TRAILERS** **and** **CONDITIONS OF OPERATION**

#### **I. DESCRIPTION OF MEDICAL CACHE TRAILERS** *(see attached photographs)*

##### **ALS/BLS Trailer**

Medical Cache Trailer Model TW122  
Gross Vehicular Weight 7700 lbs.  
ID # 1WC200E8744053017

Medical Cache Trailer Model TW121  
Gross Vehicular Weight 2990 lbs.  
ID # 1WC200E1344053670

Medical Cache Trailer Model TW121  
Gross Vehicular Weight 2990 lbs.  
ID # 1WC200E154453671

#### **II. CONDITIONS OF OPERATION**

A. **Storage.** The Medical Cache Trailers shall be stored between each use at the following locations by the Participating Jurisdictions noted, who shall be responsible for ensuring that such storage occurs in a safe, clean and secure manner:

1. The ALS/BLS Trailers shall be stored at each of the following locations:
  - By the City of Napa at the City of Napa Fire Department, 930 Seminary Street, Napa, California.
  - By the American Canyon Fire Protection District at the American Canyon Fire Station, 225 James Road, American Canyon, California.
  - By the County of Napa at the Napa County Fire/CAL FIRE Headquarters, 1199 Big Tree Road, St. Helena, California.
3. The storage locations may be changed by the Director of the Napa County Health and Human Services Emergency Medical Services Agency without amendment of this Agreement, after first giving the Fire Chiefs (or their designees) of each Participating Jurisdiction an opportunity for input on the proposed change and, if the new location is in the control or possession of a Participating Jurisdiction,

without first obtaining the consent of the Fire Chief (or his designee) of the Participating Jurisdiction. When such a change is made, the Director shall immediately notify each Participating Jurisdiction of the new storage location and the effective date of the change.

B. Minimum Specifications for Transport Vehicles. Each Participating Jurisdiction storing a Medical Cache Trailers shall be responsible for providing, at its own cost, the transport vehicle, driver and all fuel and other equipment necessary to transport the Medical Cache Trailer to the location of requested use. In this regard, the Participating Jurisdiction storing the Medical Cache Trailer shall comply with the following requirements when transporting a Medical Cache Trailer:

1. The tow vehicle shall be at least a ¾ ton pick-up with trailer brakes and an anti-sway bar.
2. The tow vehicle shall be equipped with a hitch that is capable of towing a trailer of 10,000-pounds. This type of hitch is generally recognized as being a "Class A" hitch. No bumper type hitches will be allowed.
3. The tow vehicle shall have a 2-5/16 trailer ball for the ALS/BLS Trailer housed with the Napa Fire Department and a 2 " trailer ball for the ALS/BLS Trailers housed with CAL FIRE and American Canyon Fire Department. An electric trailer brake controller and a 7 blade RV type electrical plug compatible with the specifications for the specific Medical Cache Trailer being transported will be utilized.
4. The tow vehicle shall be in good mechanical condition with no defect in the steering, braking, drive train or tires.
5. When transporting the Medical Cache Trailer, all wiring shall be kept and maintained at the pre-wired standard (7 blade with standard OEM wiring).

C. Limitations on Use. Each Participating Jurisdiction shall comply with all of the following when using one of the Medical Cache Trailers and shall be responsible for requiring compliance with the same limitations by any of its Volunteer Affiliates when the Volunteer Affiliate uses the Medical Cache Trailer pursuant to (E) of this Exhibit A:

1. A Medical Cache Trailer may be used only at a site where it can be transported and used in a safe manner for purposes consistent with the MCI Medical Response Plan.
2. Each Participating Jurisdiction using a Medical Cache Trailer shall be responsible for making its staff familiar with all of the operating and safety features of the Medical Cache Trailer prior to use.

3. Prior to commencing onsite use of a Medical Cache Trailer, the persons using the Medical Cache Trailer shall note in writing any observed damages, broken seals, missing supplies or other defects and shall relay that written information immediately upon completion of the use to the Fire Chief (or his designee) of the Participating Jurisdiction responsible for storing the Medical Cache Trailer.
4. After each use and prior to its return to storage, the Participating Jurisdiction requesting the use for itself or its Volunteer Affiliate shall be responsible for ensuring that the Medical Cache Trailer is in a clean condition, completing the "Medical Cache Trailer Log" and "Inventory Sheet" located in the Medical Cache Trailer, and replacing any of the cached equipment or supplies damaged and/or consumed during the period of such use, in accordance with the MCI Plan and this Agreement. The "Inventory Sheet" is included in this Agreement, Paragraph (F) Medical Cache Trailer Inventory Sheet, and may be changed by the Director of the Napa County Health and Human Services Emergency Medical Services Agency without amendment of this Agreement.
5. Upon the return of the Medical Cache Trailer to its storage location, the Participating Jurisdiction storing the Medical Cache Trailer shall be responsible for reviewing the Medical Cache Trailer Logs and Inventory Sheets, checking the entries against the actual condition of the Medical Cache Trailer, and performing any routine maintenance required, the costs thereof to be borne as provided in Exhibit "B", except as noted in (6), below. Routine maintenance shall include any routine maintenance of the tires, wheel bearings, electrical systems, paint and weatherproofing necessary to ensure that the Medical Cache Trailer is returned to a state of readiness ("In-Service") for its next use within 24 hours of the previous use. The Participating Jurisdiction storing the Medical Cache Trailer shall notify COUNTY's Emergency Medical Services Agency no later than 24 hours after the Medical Cache Trailer is returned to "In-Service" condition. The "restocking" of BLS supplies is the responsibility of the agency requesting the trailer. The "restocking" of ALS supplies is the responsibility of the ambulance franchisee in that jurisdiction. For the purposes of this contract, restocking is defined as: The replacement of medical equipment and supplies after its use at an incident and/or request for service.
6. If it appears that the cost of routine maintenance and repair for a specific Medical Cache Trailer will exceed \$500 in any fiscal year during the term of this Agreement or that major repairs over this amount have become necessary, the Fire Chief (or his designee) of the Participating Jurisdiction storing the Medical Cache Trailer shall immediately contact the Director of the COUNTY's Emergency Medical Services Agency, providing documentation of the amounts spent to date during that fiscal year and estimating the amount of the anticipated major repair, if any. COUNTY shall then arrange for the repair, directly or through the storing Participating Jurisdiction, and pay for the repair from the Major Repair Fund described in Exhibit B. If there are insufficient funds in the Major Repair Fund to

make the repair, then COUNTY, in its sole discretion through its duly authorized agents, shall either pay for the excess cost from COUNTY funds, seek amendment of this Agreement to obtain reimbursement from all of the Participating Jurisdictions, or remove the Medical Cache Trailer from service until a source of funding to cover the excess cost can be obtained.

7. Notwithstanding the foregoing, maintenance and restocking of dated medical supplies in the ALS Trailer shall be performed by the COUNTY'S exclusive ambulance franchisee, at its cost, pursuant to the franchise agreement between the COUNTY and the exclusive ambulance franchisee.

D. Annual Maintenance Inspection. The Director of the COUNTY's Emergency Medical Services Agency or his or her designee shall make or arrange for an annual inspection of each Medical Cache Trailers to determine whether the Medical Cache Trailer needs additional repairs or restocking for continued proper functioning. All three (3) trailers are stocked with identical equipment and supplies. All medical cache equipment, both ALS and BLS will be "rotated" by the ambulance franchisee in that jurisdiction. For the purposes of this contract, rotated is defined as: The replacement of medical equipment and supplies that expired (or are about to expire) and have not been utilized on an incident.

E. Use by Affiliated Volunteer Fire Departments and Associations. Volunteer fire departments and firefighter associations affiliated with a Participating Jurisdiction may use the Medical Cache Trailers only in conjunction with a Participating Jurisdiction requesting deployment, which shall remain responsible for ensuring that all insurance required under this Agreement extends to such persons and, as between the Participating Jurisdictions, shall remain responsible for the costs described in this Agreement. Nothing in this Agreement shall require or preclude any Participating Jurisdiction from entering into any agreement with its affiliated volunteer fire departments or firefighter associations for reimbursement of any such costs borne by the Participating Jurisdiction in consequence of the use of a Medical Cache Trailer by such volunteer fire departments or firefighter associations.

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F. Medical Cache Trailer Inventory Sheet

| <b>P.P.E.</b>                | <b>Count</b> |
|------------------------------|--------------|
| Pocket Masks                 | 5            |
| Antiseptic Hand wash         | 2 Bottles    |
| Disposable Latex Gloves (L)  | 6 Box        |
| Disposable Latex Gloves (XL) | 6 Box        |
| N95 masks or equivalent      | 3 Box        |
| Sanitary Wipes               | 2 Box        |
| Shoe Covers                  | 2 Box        |
| Safety Glasses               | 1 Box        |

| <b>Airway / O2</b>                                | <b>Count</b> |
|---------------------------------------------------|--------------|
| Pocket Masks Portable suction units w/replacement | 1            |
| OPA's                                             | 3 sets       |
| NPA's                                             | 3 Sets       |
| Bag-Valve Mask adult/peds                         | 1            |
| Bag-Valve Mask Peds                               | 1            |
| Nasal Cannulas                                    | 30           |
| Non-Rebreather masks                              | 30           |
| Pedi masks                                        | 30           |
| Oxygen tank w/Minilators                          | 3            |
| Oxygen Tubing w/connectors                        | 30           |

| <b>Equipment</b>           | <b>Count</b> |
|----------------------------|--------------|
| Trauma Shears              | 15           |
| BP Cuff – Adult            | 1            |
| BP Cuff – Ped              | 1            |
| Stethoscope                | 3            |
| Emesis Basin               | 2 Packs      |
| Clip Boards                | 3            |
| Disposable Blankets        | 1 Box        |
| Barricade tape             | 3 Rolls      |
| Duct Tape                  | 3 Rolls      |
| Spare Oxygen Bottles       | 6            |
| Biohazard Bags             | 2 Box        |
| Specimen Bags              | 1 Box        |
| Minilator Nipples 10 (LPM) | 15           |
| Plastic Containers – Large | 6            |
| MCI Incident Kit           | 1 Kit        |
| Position Vests             | -            |
| Traffic Cones              | -            |
| Triage Tags                | -            |

| <b>Bandage/Immobilization Count</b> | <b>Count</b> |
|-------------------------------------|--------------|
| Backboards w/Straps                 | 20           |
| Head Immobilizers                   | 20           |
| C-Collars - Adult                   | 20           |
| C-Collars - Child                   | 15           |
| Triangular bandages                 | 10           |
| Trauma Dressings                    | 15           |
| Abdominal Pads                      | 2 Box        |
| 4"x4"s Sterile                      | 2 Box        |
| 4"x4"s non-sterile                  | 4 Packs      |
| Sterile Saline                      | 1 Case       |
| Sterile Water                       | 1 Case       |
| Kerlix                              | 30 Rolls     |
| Coban / Ace Wraps                   | 1 Box        |
| Cardboard Splints - Long, short     | 1 Pack       |
| Cold Packs                          | 1 Case       |
| Burn sheets                         | 2 Case       |
| Adhesive bandages                   | 4 Box        |
| 2" Waterproof Tape                  | 1 Box        |
| 1" Waterproof Tape                  | 1 Box        |
| Transpore tape                      | 1 Box        |

| <b>ALS Trailer Additions</b> | <b>Count</b> |
|------------------------------|--------------|
| IV Solutions                 | 30           |
| IV Tubing                    | 30           |
| IV Start Kits                | 30           |
| Sharps disposal container    | 2            |
| Laryngoscope & blades        | 6            |
| McGill Forceps - Adult       | 6            |
| McGill Forceps - Peds        | 6            |



## ADDENDUM 1 TO EXHIBIT "B"

### COSTS

1. Costs of Storage and Transport. The Participating Jurisdiction housing a Medical Cache Trailer shall be solely responsible for the costs of such storage as well as the cost of providing, insuring, and fueling the transport vehicle and providing the driver for the transport vehicle.
2. Ancillary Costs of Use. The Participating Jurisdiction requesting deployment of a Medical Cache Trailer shall be solely responsible for providing and paying for the costs, including utility costs, associated directly with a particular use of the Medical Cache Trailer by that Participating Jurisdiction, other than the costs related to transport of the vehicle.
3. Maintenance and Repair Costs.
  - (a) Cost to Repair Damage Negligently or Willfully Caused. In the event of breakdown or damage to a Medical Cache Trailer or any portion thereof during use by a Participating Jurisdiction where the breakdown has been caused by the negligent or willful actions of the user or a third party, as opposed to normal wear and tear, the Participating Jurisdiction who requested the deployment shall, at its own expense, either repair the Medical Cache Trailer to at least its condition immediately prior to receipt or shall reimburse the storing Participating Jurisdiction (for repairs within the \$500 per fiscal year limit) or COUNTY (for repairs over the \$500 per fiscal year limit) for the cost of making such repairs. Nothing in this subsection shall preclude the Participating Jurisdiction who requested the deployment from recovering such costs in turn from the person who caused the damage, if other than the Participating Jurisdiction who requested the deployment.
  - (b) Costs of Maintenance and Repair Not Resulting from Negligent or Willful Damage.
    - (1) Obligations of Participating Jurisdictions Storing Medical Cache Trailers. As consideration for the right to use any of the Medical Cache Trailers, each Participating Jurisdiction who stores one of the Medical Cache Trailers shall be responsible, in addition to the costs of transport, for the following:
      - (i) All routine maintenance and repairs for that Medical Cache Trailer up to **\$500** per fiscal year, including maintaining in a state of readiness the: wheel bearings, electrical systems, paint and weatherproofing; and
      - (ii) Payment to COUNTY of a fee in the amount of **\$100** per fiscal year for the Major Repair Fund.

- (iii) The COUNTY, at the discretion of the Director of the Napa County Health and Human Services Emergency Medical Services Agency, or designee, may chose to replace any/all tires on said trailers on a case by case basis. The cost of tires will be deducted from the Major Repair Fund.
- (2) Obligations of Participating Jurisdictions Not Storing Medical Cache Trailers. As consideration for the right to use any of the Medical Cache Trailers, each Participating Jurisdiction who is not storing one of the Medical Cache Trailers shall pay COUNTY a fee in the amount of **\$200** per fiscal year, all of which shall be placed in the Major Repair Fund.
- (3) Use of Major Repair Fund; Report; Refund of Excess of \$5,000. COUNTY shall manage and use the Major Repair Fund as follows:
  - (i) COUNTY shall use the fees paid into the Major Repair Fund to pay for the costs of repair or major maintenance of a Medical Cache Trailer when the Participating Jurisdiction storing the Medical Cache Trailer needing the work has already expended \$500 in maintenance and repair costs during that fiscal year.
  - (ii) Within six months after the end of each fiscal year, COUNTY shall provide the other Participating Jurisdictions with a written report of all receipts and disbursement made from the Major Repair Fund under this Agreement, as required by Government Code section 6505(a).
  - (iii) If there is money left in the Major Repair Fund at the end of the fiscal year, the money shall remain in the fund to be available for use during the subsequent fiscal year(s).
  - (iv) Notwithstanding (iii), if the unexpended and uncommitted balance in the Major Repair Fund at the end of any fiscal year exceeds \$5,000 the excess amount shall be refunded pro rata to the contributing Participating Jurisdictions either by direct payment, credit against the next year's Major Repair Fund fee obligation of that party, or both.
  - (iv) Fees paid into the Major Repair Fund by a Participating Jurisdiction shall not be refunded upon termination of participation in this Agreement by that Participating Jurisdiction; provided, however, that if the Agreement is dissolved and COUNTY determines that the Medical Cache Trailers cannot be repaired for reuse in accordance with the grant agreement which originally

funded their purchase, then any amounts remaining the Major Repair Fund at the time of such dissolution shall be distributed pro rata among the Participating Jurisdictions who were parties to the Agreement during the fiscal year when the dissolution occurred.

**CITY OF ST. HELENA**

**RESOLUTION No. 2013-**

**APPROVING REQUEST FROM CALISTOGA  
AFFORDABLE HOUSING (CAH) FOR WAIVER OF ALL  
APPLICATION PROCESSING FEES FOR TURLEY  
FLATS, AN 8-UNIT 100% AFFORDABLE HOUSING AT  
1105 POPE STREET**

**RECITALS**

- A. On July 3, 2013 Calistoga Affordable Housing (CAH), developer for Turley Flats, an 8-unit 100% affordable housing project, submitted a written request asking City Council for a waiver of application processing fees; and
- B. Whereas, pursuant to St. Helena Municipal Code 17.08.190(D.)(1.) requires all development projects to file an amount estimated to cover processing costs “unless payment of fees have been waived by action of the Council: and
- C. Whereas, pursuant to Implementing Action HE 4.C of the certified 2009 Housing Element, the City of St. Helena may reduce, defer, or waive fees for affordable housing developments; and
- D. Whereas, CAH has made a request in written form and proposes to develop an 8-unit 100% affordable housing project; and
- E. Whereas, staff supports the factual basis for the claim and recommends that the City Council grant the request for fee waiver; and
- F. Whereas, the City of St. Helena and the City Council support opportunities to develop small, in-fill housing development projects in character with the neighborhood and community; and

**RESOLUTION**

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

- 1. While the Turley Flats application will be subject to City discretionary project approval, the Council hereby approves CAH request for a waiver of all application processing fees for an 8-unit 100% affordable housing project.

Approved at a regular meeting of the St. Helena City Council on October 23, 2012 by the following vote:

AYES:

NOES:

ABSENT:

July 3, 2013

To The City of St. Helene

Calistoga Affordable Housing requests  
that the City Council waive all application  
processing fees associated with the  
applications for entitlement of the Turkey  
Flats project at 1105 Pope Street, St. Helene.

Calistoga Affordable Housing

L. Kromann

Larry G. Kromann, President

# STAFF REPORT



**DATE:** July 9, 2013

**TO:** Mayor and City Council

**FROM:** Jacqueline Rubin, Chief of Police  
Officer Steve Peterson

Item No: 14

**RE:** Introduction of an Ordinance Banning Possession of Synthetic Spice and Synthetic Bath Salts

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## **BACKGROUND:**

Synthetic marijuana (often known as "K2" or "Spice") and 'bath salt' products are often sold in legal retail outlets as "herbal incense" and "plant food," respectively. They are labeled "not for human consumption" to mask their intended purpose and avoid FDA regulatory oversight of the manufacturing process.

Synthetic marijuana consists of plant material that has been laced with substances (synthetic cannabinoids) that users claim mimics  $\Delta^9$ -tetrahydrocannabinol (THC), the primary psychoactive active ingredient in marijuana and are marketed toward young people as a "legal" high.

Use of synthetic marijuana is alarmingly high. According to data from the 2011 Monitoring the Future survey of youth drug-use trends, 11.4 percent of 12<sup>th</sup> graders used Spice or K2 in the past year, making it the second most commonly used illicit drug among high school seniors.

'Bath Salts' is a moniker/name for a substance that contains manmade chemicals related to amphetamines that often consist of methylenedioxypyrovalerone (MDPV), mephedrone, and methylone, also known as substituted cathinones. The term 'Bath Salts' being used in this ordinance does not have any relation to a type of bath salt that you would use while taking a bath.

The Drug Enforcement Administration has been working over the past 24 months with Federal, Congressional, State, local, and non-governmental partners to put policies and legislation in place to combat this threat, and to educate people about the tremendous health risk posed by these substances.

Synthetic cannabinoids in herbal incense products were first detected in the United States in November 2008, by the Drug Enforcement Administration's (DEA) forensic laboratory. These products were first encountered by U.S. Customs and Border Protection.

## **DISCUSSION/ANALYSIS:**

Under California's Health and Safety Code 11357.5, a person may possess synthetic spice and or bath salts; however:

11357.5. (a) Every person who sells, dispenses, distributes, furnishes, administers, or gives, or offers to sell, dispense, distribute, furnish, administer, or give, or possesses for sale any synthetic cannabinoid compound, or any synthetic cannabinoid derivative, to any person, is guilty of a misdemeanor punishable by imprisonment in a county jail not exceeding six months, or by a fine not exceeding one thousand dollars (\$1,000), or by both that fine and imprisonment.

(b) As used in this section, the term "synthetic cannabinoid compound" refers to any of the following substances:

- (1) 1-pentyl-3-(1-naphthoyl)indole (JWH-018).
- (2) 1-butyl-3-(1-naphthoyl)indole (JWH-073).
- (3) 1-[2-(4-morpholinyl)ethyl]-3-(1-naphthoyl)indole (JWH-200).
- (4) 5-(1,1-dimethylheptyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (CP-47,497).
- (5) 5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol(cannabicyclohexanol; CP-47,497 C8 homologue).

Due to a 'loophole' in the above Health and Safety Code Section, it is NOT illegal to 'possess' synthetic spice or bath salts. Therefore creating an ordinance to ban possession of the substances will allow law enforcement the ability to confiscate any person possessing the substances prior to any sales taking place.

According to the American Association of Poison Control Centers, 2,906 calls relating to human exposure to synthetic marijuana were received in 2010. Twice that number (6,959) were received in 2011, and 639 had been received as of January 2012.

According to the American Association of Poison Control Centers, the number of calls related to bath salt exposure received by poison control centers across the country increased by more than 20 times in 2011 alone, up from 304 in 2010 to 6,138.

**Napa Register** - October, 2011 (Dr. Paul Kivala, M.D.) - " As an emergency physician at Queen of the Valley Medical Center, I see a lot of patients come and go out who unknowingly put themselves in harm's way. I recently finished a string of weekend shifts in which, I had several patients come in with severe health complications due to smoking "spice" cigarettes.

None of them suspected these cigarettes would put them in the hospital with problems ranging from anxiety and racing heartbeats to seizures. Most of these patients were underage and neither the patient nor their parents seemed to be aware of the complications from smoking these seemingly harmless cigarettes. My goal is to increase awareness and to make sure that people know the hidden dangers of these not so innocent "spice" or "herbal" cigarettes that can be found just about anywhere."

**Napa Register** - March, 2011 (Register Staff) - " Products advertised as herbal incense such as "Spice," "K-2," "Blaze," "Red X Dawn," and others that contain chemicals used to make "fake pot" or legal alternatives to marijuana are now illegal under a new temporary federal ban."

**Napa Register** - March, 2013 (Register Staff) - " A jail inmate died at 5 p.m. Monday at Queen of the Valley Medical Center about a day after he was booked into the Napa County jail on suspicion of resisting arrest, according to the Napa County Sheriff's Office. Brandon Whiteley, 25, of Napa, was arrested Saturday after police responded at 10:55 p.m. to a report of a fight in the 700 block of Lincoln Avenue, said Sheriff's Capt. Tracey Stuart. Whiteley was arrested and booked into the

Napa County jail at 11:33 p.m. that night. He admitted drinking and smoking synthetic marijuana, Stuart said. At 4:15 a.m. Sunday, jail staff called American Medical Response ambulance after Whiteley was found “shaking” and “agitated” and in need of medical attention, Stuart said.

He was transported to Queen of the Valley Medical Center, where a friend reported seeing him unresponsive Monday at the intensive care unit. Stuart said Whiteley was still in custody when he died.”

*Napa Register* - March, 2013 (Register Staff) - " At least two deputies with the Napa County Sheriff's Office were injured Sunday night while trying to confront a man in Rutherford who witnesses had said was acting crazy and threatening to fight, authorities said. The sheriff's office was called around 7:30 p.m. Sunday to the area of Highway 29 and Rutherford Road on report of a man exhibiting threatening behavior, the sheriff's office said. Deputies confronted the man on the street, who proceeded to punch and fight them, officials said. Dilan Pineda Crispin, a 20-year-old Rutherford resident, allegedly caused scrapes and bruises to at least two deputies, one of whom also sustained a concussion during the altercation, the sheriff's office said. Crispin was arrested on suspicion of felony battery on a police officer causing injury and on suspicion of resisting arrest.

Capt. Tracey Stuart said Crispin may have been under the influence of some kind of substance.”

**FISCAL IMPACT:**

No impact.

**ALTERNATIVES:**

None.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends the Council introduce the ordinance, waive the reading of the ordinance, and schedule adoption of the ordinance for the council meeting scheduled on July 23, 2013.

**ATTACHMENTS/EXHIBITS:**

1. Proposed Ordinance

Cc: City Attorney  
City Council



## 1. **DEFINITIONS**

### A. **Substituted Cathinones (Bath Salts, Jewelry Cleaner, Glass Cleaner):**

Any compound, except bupropion or compounds listed under a different schedule, structurally derived from 2-aminopropan-1-one by substitution at the 1-position with either phenyl, naphthyl, or thiophene rings systems, whether or not the compound is further modified in any of the following ways:

1. by substitution in the ring system to any extent with alkyl, alkylenedioxy, alkoxy, haloalkyl, hydroxyl, or halide substituents, whether or not further substituted in the ring system by one or more other univalent substituents;
2. by substitution at the 3-position with an acyclic alkyl substituent;
3. by substitution at the 2-amino nitrogen atom with alkyl, dialkyl, benzyl, or methoxybenzyl groups; or
4. by inclusion of the 2-amino nitrogen atom in a cyclic structure.

### B. **Synthetic Cannabinoids (Spice or K2):**

Any of the following cannabinoids, their salts, isomers and salts of isomers, unless specifically expected, whenever the existence of these salts,

#### 1. **Naphthoylindoles:**

Any compound containing a 3-(1-naphthoyl) indole structure with substitution at the nitrogen atom of the indole ring by alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group, whether or not further substituted in the indole ring to any extent and whether or not substituted in the naphthyl ring to any extent.

#### 2. **Naphthylmethylindoles:**

Any compound containing a 1H-indol-3-yl-(1-naphthyl) methane structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent and whether or not substituted in the naphthyl ring to any extent.

#### 3. **Naphthoylpyrroles:**

Any compound containing a 3-(1-naphthoyl)pyrrole structure with substitution at the nitrogen atom of the pyrrole ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidinyl)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the pyrrole ring to any extent, whether or not substituted in the naphthyl ring to any extent.

#### **4. Naphthylmethylindenes:**

Any compound containing a naphthylideneindene structure with substitution at the 3-position of the indene ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indene ring to any extent, whether or not substituted in the naphthyl ring to any extent.

#### **5. Phenylacetylindoles:**

Any compound containing a 3-phenylacetylindole structure with substitution at the nitrogen atom of the indole ring by alkyl, haloalkyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent, whether or not substituted in the phenyl ring to any extent.

#### **6. Cyclohexylphenols:**

Any compound containing a 2-(3-hydroxycyclohexyl)phenol structure with substitution at the 5-position of the phenolic ring by an alkyl, haloalkyl, alkenyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not substituted in the cyclohexyl ring extent.

#### **7. Benzoylindoles:**

Any compound containing a 3-(benzoyl)indole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, cycloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group whether or not further substituted in the indole ring to any extent and whether or not substituted in the phenyl ring to any extent.

#### **8. 2,3-Dihydro-5-methyl-3-(4-morpholinylmethyl)pyrrolo [1,2,3-de]-1, 4-benzoxazin-6-yl]-1-naphthalenylmethanone.**

*Some trade or other names: WIN 55,212-2.*

#### **9. 9-(hydroxymethyl)-6, 6-dimethyl-3-(2-methylocatan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol.**

*Some trade or other names: HU-210, HU-211*

#### **10. Adamantoylindoles:**

Any compound containing a 3-(1-adamantoyl)indole structure with substitution at the nitrogen atom of the indole ring by an alkyl, haloalkyl, alkenyl, cloalkylmethyl, cycloalkylethyl, 1-(N-methyl-2-piperidiny)methyl or 2-(4-morpholinyl)ethyl group, whether or not further substituted in the indole ring to any extent and whether or not substituted in the adamantyl ring system to any extent.

#### **C. Person:**

Any individual, firm, business, corporation, partnership, group, or other legal entity.

2. **SALE OF SYNTHETIC CANNABINOIDS (SPICE or K2) OR SUBSTITUTED CATHINONE (BATH SALTS, JEWELRY CLEANER, GLASS CLEANER) PROHIBITED**

- A. It is unlawful for any person to sell, distribute, deliver, trade, barter, or give away any Synthetic Cannabinoid or Substituted Cathinones within the City of St Helena, California.
- B. It is unlawful for any person to offer for sale, distribution, delivery, trade or barter any Synthetic Cannabinoid or Substituted Cathinones within the City of St Helena, California.
- C. It is unlawful for any person to advertise or display any Synthetic Cannabinoid or Substituted Cathinones within the City of St Helena, California.
- D. It is unlawful for any person to claim or represent that a product or substance is a Synthetic Cannabinoid or Substituted Cathinones within the City of St Helena, California.

3. **POSSESSION OF SYNTHETIC CANNABINOIDS OR SUBSTITUTED CATHINONES PROHIBITED**

It is unlawful for any person to possess any Synthetic Cannabinoid or Substituted Cathinones within the City of St Helena, California.

4. **LABELING**

The fact a Synthetic Cannabinoid or Substituted Cathinones is marketed, sold, distributed, delivered, traded, bartered, or labeled as "Not for Human Consumption" (or words of similar effect) or identified as having a lawful use does not exempt a person from enforcement pursuant to this ordinance.

5. **CONFISCATION AND DESTRUCTION OF SYNTHETIC CANNABINOIDS OR SUBSTITUTED CATHINONES**

If any Synthetic Cannabinoid or Substituted Cathinones are found in the possession of any person with the City of St Helena, California, said Synthetic Cannabinoid or Substituted Cathinones shall be confiscated by law enforcement as evidence of violation of this ordinance. The confiscated Synthetic Cannabinoid or Substituted Cathinones shall be destroyed by law enforcement after an adjudication of guilt. Synthetic Cannabinoid or Substituted Cathinones with labels or instructions indicating they are not intended for ingestion (i.e., "Not for Human Consumption" or words similar effect) or identifying a lawful use are not exempt from confiscation and destruction.

**6. PENALTY**

A violation of this ordinance shall be deemed an infraction punishable by a civil Fine. A first violation of this section shall result in a citation with a two hundred fifty dollar (\$250.00) fine. A second violation shall result in a citation with a five hundred dollar (\$500.00) fine. A third or subsequent violation shall result in a citation with a one thousand dollar (\$1,000.00) fine.

Each day of a continuing violation of this ordinance shall be considered a separate and distinct infraction. Violation of this ordinance is hereby further declared to be a public nuisance which may be abated by the City of St Helena by way of restraining order, preliminary and permanent injunction, or any other means permitted by law and the City may take action to recover the cost of any nuisance abatement action taken hereunder.

**7. IMPLEMENTATION**

This ordinance becomes effective upon passage by the St Helena City Council and applies to violation committed after that date.

**8. SEVERABILITY AND REPEAL**

If any portion of this section is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this section. In the event any chemical compound addressed by this ordinance subsequently deemed a controlled substance for purposes of the criminal laws of the State of California or the United States, this ordinance shall be deemed automatically repealed with respect to said compound(s).

**9. PROVISIONS ARE CUMULATIVE**

Nothing in this ordinance shall be constructed to abrogate or impair the powers of the Courts or any department of the City of St Helena to enforce any provisions of its general law or its ordinances or regulations, or to prevent or punish violation thereof and the powers conferred by this ordinance shall be in addition and supplemental to the powers conferred by any other law.

Cc: City Major Ann Nevero  
City Attorney Tom Brown  
City Manager Gary Broad

# STAFF REPORT

## OFFICE OF THE DIRECTOR OF PUBLIC WORKS



**DATE:** July 9, 2013

**To:** Mayor and City Council

**Item No:**

15

**FROM:** John Ferons – Director of Public Works and City Engineer  
Debra Hight – Asst Director of Public Works

**RE:** Review of the Napa County Transportation & Planning Agency (NCTPA) Report “St. Helena VINE Community Bus Service Assessment and Recommendations” for the St. Helena VINE Shuttle route operation and consideration/adoption of Resolution 2013-\_\_ Adopting the Memorandum of Understanding (MOU) with NCTPA

---

### **BACKGROUND**

On February 12, 2002, the Council approved Resolution 2002-26 to initiate the operation of the St. Helena VINE, a local shuttle bus service, following meetings with the community and working with staff from the Napa County Transportation Planning Agency (NCTPA). That route presently runs as a deviated fixed-route service, veering off and back on to its fixed-route to pickup and drop call-in riders.

In January 2013, NCTPA began the process of reassessing the current shuttle service through a series of meetings and soliciting feedback from current riders, public policy makers, key stakeholders and the general public.

The following meetings were held:

- |                                                                                         |                  |                   |
|-----------------------------------------------------------------------------------------|------------------|-------------------|
| • Kickoff City Staff/Council Members White & Crull/NCTPA                                | February 1, 2013 | City Hall         |
| • General Public Evening                                                                | March 20, 2013   | Carnegie Building |
| • General Public Afternoon                                                              | March 27, 2013   | Rianda House      |
| • Key Stakeholders Morning                                                              | March 18, 2013   | Harvest Inn       |
| (Schools/Colleges, Hospital, Chamber, Vineyard Valley, Stonebridge, Culinary Institute) |                  |                   |
| • Final City Staff/Council Member White/NCTPA                                           | June 6, 2013     | City Hall         |

Feedback was also facilitated from the public on-line and through paper surveys of riders on board buses. Meetings were advertised in the local paper and on the City’s eNews. Feature stories were run in the St. Helena Star on March 6 and April 3, 2013.

### **DISCUSSION/ANALYSIS:**

The reassessment process found that there was a need for a combination of fixed route and call-in door-to-door services with expanded hours into the evenings and weekends. That expanded door-to-door service would generate some increase in farebox revenue.

NCTPA provided the attached “St. Helena Vine Community Bus Service Assessment and Recommendations” document along with a first draft of a Memorandum of Understanding

(MOU) to redefine the St. Helena Shuttle Service and implement suggestions and route changes to better align the service with St. Helena's particular needs.

The City of St. Helena is in general agreement with the assessment and recommendations from NCTPA and recommends approval of the MOU.

### **FISCAL IMPACT**

City funding of the Shuttle Bus Service at the agreed rate of the difference between fares collected and 10% of the annual fully allocated operating expenses of the service was approximately \$17,000 last year and is \$19,200 currently. With expanded hours and increased ridership and farebox revenues from door-to-door services, NCTPA estimates the cost to St. Helena to increase to \$19,442 in FY13/14. Funding is allocated from the general fund for the local Shuttle Bus Service.

### **RECOMMENDED COUNCIL ACTION**

1. Review the Assessment and Recommendations and MOU and adopt the Memorandum of Understanding with NCTPA.
2. Authorize the City of St. Helena to continue to fund the Shuttle Bus Service at the agreed rate of the difference between fares collected and 10% of the annual fully allocated operating expenses of the service.

### **ATTACHMENTS/EXHIBITS**

1. Resolution 2013-\_\_ Adopting the Memorandum of Understanding (MOU) between Napa County Transportation & Planning Agency (NCTPA) and the City of St. Helena
2. St. Helena Vine Community Bus Service Assessment and Recommendations by NCTPA dated June 10, 2013
3. Memorandum of Understanding between Napa County Transportation & Planning Agency and City of St. Helena, dated July 17, 2013
4. Resolution 2002-26 and St. Helena Community Shuttle Contract dated Nov 15, 2001

**CITY OF ST. HELENA**

**RESOLUTION 2013-\_\_**

**ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY (NCTPA) AND  
THE CITY OF ST. HELENA**

**RECITALS**

- A. On February 12, 2002, the Council approved Resolution 2002-26 to initiate the operation of the St. Helena VINE, a local shuttle bus service; and
- B. In January 2013, NCTPA began the process of reassessing the current shuttle service through a series of meetings soliciting feedback from current riders, public policy makers, key stakeholders and the general public; and
- C. Following the reassessment, a combination of fixed route and door-to-door service has been recommended by NCTPA; and
- D. The City of St. Helena is in general agreement with the assessment and recommendations from NCTPA and recommends approval of the MOU; and
- E. The City of St. Helena will pay a share of the cost of the VINE Shuttle Bus Service at the agreed rate of the difference between fares collected and 10% of the annual fully allocated operating expenses of the service.

**RESOLUTION**

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

- 1. To adopt the Memorandum of Understanding (MOU) between Napa County Transportation & Planning Agency (NCTPA) and the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on July 9, 2013 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

\_\_\_\_\_  
Ann Nevero  
Mayor

ATTEST:

\_\_\_\_\_  
Delia Guijón  
City Clerk

# ST. HELENA VINE COMMUNITY BUS SERVICE

## ASSESSMENT and RECOMMENDATIONS

June 10, 2013



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### Acknowledgements

NCTPA would like to thank the following stakeholders for their input:

*Residents of the City of St. Helena*  
*Riders of the St. Helena VINE Shuttle*  
*Councilmember Sharon Crull, City of St. Helena*  
*Councilmember Peter White, City of St. Helena*  
*Tom Bensel, Culinary Institute of America*  
*Elena Heil, St. Helena Montessori School*  
*Grace Kistner, St. Helena Multi-Cultural Commission*  
*John Morrison, Vineyard Valley*  
*Lisa Bissell Paulsen, Pacific Union College*  
*Matt Rembold, St. Helena Hospital*  
*Catarina Sanchez, Stonebridge*  
*Pam Simpson, St. Helena Chamber of Commerce*  
*Julie Spencer, Rianda House Senior Activity Center*  
*Judi Watkins, Napa Valley College*  
*City Staff of the City of St. Helena*

## BACKGROUND

The Napa County Transportation and Planning Agency (NCTPA) is responsible for the planning and service delivery of public transit throughout Napa County. The agency operates community transit services designed to meet the unique needs of the diverse population throughout Napa County.

Located in the northern part of Napa County, the City of St. Helena encompasses 5.9 square miles and has a population of approximately 5,900 residents. NCTPA operates the St. Helena VINE Shuttle. In early 2013, NCTPA began the process of assessing the public transit needs of the residents of the City in order to identify opportunities for potential service improvements.

## SCOPE

The purpose of this planning effort is to assess the current St. Helena VINE Shuttle service and ascertain what changes might be made to better meet the needs of City residents. During the course of the project several unmet transit needs were identified (e.g. expanded hours for VINE Routes 10 and 11 and bus service to the community of Angwin) that have regional and/or financial implications beyond the ability of the St. Helena service to address. NCTPA acknowledges these needs merit further study and proposes the agency undertake their independent evaluation in fiscal year 2013-14.

## METHODOLOGY

In undertaking the assessment of the St. Helena Shuttle, NCTPA examined current ridership, organizational and geographic constraints, service approaches in Napa Valley communities and other communities that have transit with similar characteristics of St. Helena, and solicited feedback from current riders, public policy makers, key stakeholders, and the general public.

## PUBLIC INVOLVEMENT

Fundamental to the success of any public transit system is achieving a service design which is responsive to the needs of the local community. Consequently, public participation in the assessment process is paramount. To that end, NCTPA facilitated a public process which involved:

- Media Advertisements in Local Paper
- Feature Story in Local Paper
- Survey of Current Riders
- Web Survey for General Public
- Workshop with Key Stakeholders
- Public Meetings (2)

Throughout the process NCTPA sought to gain insight into what features of the current service residents found desirable, what elements were seen as less positive, and what changes they would recommend. This collective input played a defining role in the ultimate recommendations proposed and are summarized later in this document.



**You Can Shape the Future!**

**Bus Service Changes are Coming!**

**Tell us...**

- Where you want to go
- Times you like to ride
- Days you like to ride
- Why you ride
- Why you don't ride
- How to make the service better

**Public Meetings**

Wednesday, March 20, 2013 • 7PM • Camegle Bldg.  
1360 Oak Avenue, St. Helena

Wednesday, March 27, 2013 • 1PM • Rianda House  
1475 Main St, St. Helena

**WEB Survey**

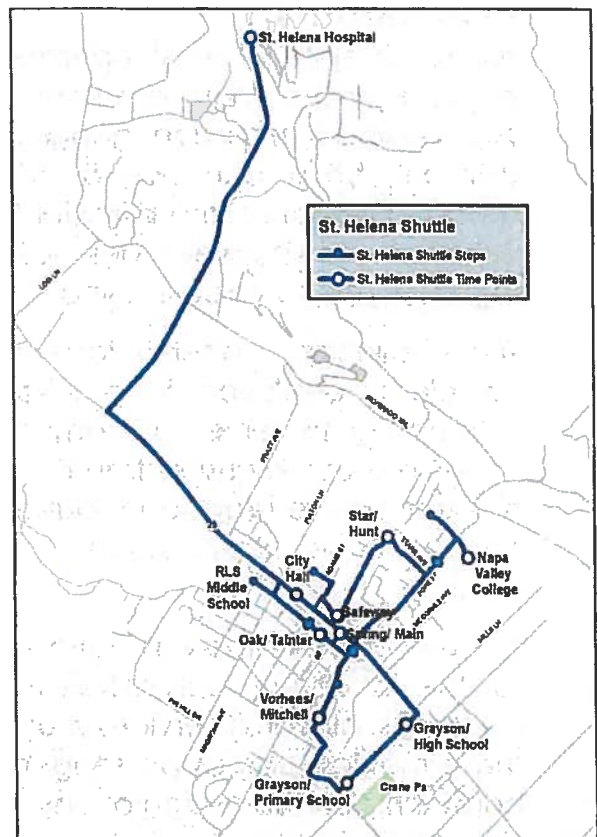
[www.surveymonkey.com/s/RXQRL7F](http://www.surveymonkey.com/s/RXQRL7F)

NCTPA 825 Russell Street, Napa, CA 94558

## CURRENT SERVICE

The St. Helena VINE Shuttle is a deviated fixed-route service that operates Monday – Friday, 7:45 AM to 5 PM. The service is funded by NCTPA, the City of St. Helena and farebox revenue. The service uses a single bus that operates on a deviated route. Four times a day the route serves St. Helena Hospital. The service is free of charge for seniors, the disabled, and youth utilizing fixed-route. The adult fixed-route fare is \$.50. Seniors, the disabled and youth using the deviated service option pay \$.50 while adults pay \$1.00.

The service has an annual operating budget of \$190,000 - \$200,000 and collects approximately \$1,492 in fares. The City of St. Helena contributes approximately \$17,700 annually. Two new buses (one primary and one back-up) were purchased for the service in 2012 at the cost of \$143,000.



## CURRENT RIDERSHIP

Over a two week period in the winter of 2013, NCTPA conducted an on-board survey of current users of the St. Helena service. St. Helena residents comprised 100% of respondents. Survey results indicate the following rider profile:

| AGE                          |     |
|------------------------------|-----|
| Younger than 18              | 48% |
| 18 - 64                      | 14% |
| 65+                          | 38% |
| TRIP PURPOSE                 |     |
| Shopping/Dining              | 30% |
| Work                         | 2%  |
| School                       | 36% |
| Medical Appointments         | 18% |
| Connect to the VINE Route 10 | 14% |
| Mode                         |     |
| Deviated Pick-up             | 29% |
| Bus Stop                     | 71% |

| St. Helena Shuttle Ridership 2012 |     |     |     |     |     |     |     |     |       |     |     |       |        |
|-----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-------|-----|-----|-------|--------|
| Jan                               | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct   | Nov | Dec | Total | Ave/Mo |
| 494                               | 612 | 812 | 742 | 951 | 515 | 503 | 957 | 955 | 1,086 | 971 | 412 | 9,010 | 751    |

## CONSTRAINTS

All transit systems must operate within the constraints imposed by financial, physical and human resources. In addition, in small communities where only one vehicle is in service, geography becomes another limiting factor. A vehicle can only be at one location at a time. Whether the service is fixed route or demand response, the broader the defined service area, the longer it takes the vehicle to get between destinations. If the wait time for passengers is too long, residents see no value in using the service.

The challenge is often exacerbated when fixed route service using a single vehicle is deployed in a small community. In such cases, a single bus attempting to serve so many stops/locations prohibits a rider's ability to get anywhere quickly using transit. Wait times for the route to cycle are long, and passengers are dragged around on a sightseeing tour of the community just to take a simple trip of several blocks. The consequence is low ridership and productivity.

To be in compliance with various state and federal requirements, and to adhere to the agency's commitment to efficient and responsible use of public resources, all transit services must meet certain performance standards. Among these metrics such as passengers per revenue hour and mile impose additional constraints on the design of any new service.

Projected performance outcomes associated with the aforementioned constraints were evaluated in the course of this analysis and considered within the context of input received from the public regarding service deficiencies and desired improvements.

## PUBLIC INPUT

As noted previously, input from the community played an integral role in the St. Helena service assessment and ultimate recommendations. Through the various meetings and surveys public input coalesced around a few common themes.

| Public Input: Common Themes    |                                |                                 |
|--------------------------------|--------------------------------|---------------------------------|
| LIKES                          | DISLIKES                       | DESIRED IMPROVEMENTS            |
| Friendly Drivers               | Limited Hours (no evenings)    | Add evening Service             |
| Door-to-Door Service           | Lack of Weekend Service        | Add Weekend Service             |
| Cost                           | Duration of trips too long     | Add service outside City limits |
| Convenient                     | Inconsistent wait times        | Rearrange route                 |
| On time                        | Inconsistent routing           | Expand marketing                |
| Access and availability        | Limited service boundary       | Day pass                        |
| Ability to call in advance     | Fixed route limits flexibility | Service to Angwin               |
| Service to St. Helena Hospital | Does not go to Angwin          | Expanded hours on Route 10      |

Overall, current riders were pleased with the service and particularly complimentary of the drivers. In addition, while a wide variety of comments were received, the overwhelming consensus of participants in the public meetings, focus group and riders was that there is a need for expanded service on evenings and weekends.

A review of likes, dislikes and desired improvements appears to present some contradictions that merit explanation. For example, individuals like that the service runs on-time, that it is convenient and available while simultaneously indicating that trips take too long and have inconsistent wait times and routing. In addition, there is a desire among some individuals to see expanded service boundaries which would invariably lead to longer wait times, fewer rides, and angry riders.

The contradicting comments received can be partially explained by the existing service design. The St. Helena Shuttle uses one bus on a fixed route that will deviate upon request in its direction of travel. The route has been designed to cover most parts of the City in a relatively circuitous fashion. The result is that riders requesting a deviated trip are sometimes transported well out of their way in a direction they do not wish to go to make what would otherwise be a very direct trip.

Exacerbating this issue is that during certain times of day the bus leaves St. Helena entirely to serve St. Helena hospital in Deer Park which causes significant wait times for the bus in town and/or forces riders to unnecessarily ride to the hospital. It's significant that some 20% of the vehicle's in-service hours are spent going back and forth between Deer Park transporting fewer than 3 riders a day. This results in an empty bus being forced to go to Deer Park unnecessarily while limiting bus availability in town, causing extended wait times for the majority of riders and discouraging potential riders.

As a consequence of the existing service design, a rider's experience with the service can vary significantly. Overall, the deficiencies inherent in the design discourage ridership.

## RECOMMENDATIONS

### Days and Hours of Operation

Clear and overwhelming input was received that indicated the St. Helena community desired service on the weekends and Friday and Saturday nights. In addition, it was also indicated that some youth would benefit from being able to receive rides home from after school recreational opportunities on weeknights. To address these priorities with available financial resources, NCTPA proposes that days and hours of service be expanded to the following:

- Monday – Thursday 7:45 AM to 6 PM
- Friday 7:45 AM to 11 PM
- Saturday 10 AM to 11 PM
- Sunday 12 Noon to 7 PM

|           | 7:45 AM Start | 8:00 AM | 9:00 AM | 10:00 AM | 11:00 AM | Noon | 1:00 PM | 2:00 PM | 3:00 PM | 4:00 PM | 5:00 PM | 6:00 PM  | 7:00 PM | 8:00 PM | 9:00 PM | 10:00 PM | 11:00 PM  |
|-----------|---------------|---------|---------|----------|----------|------|---------|---------|---------|---------|---------|----------|---------|---------|---------|----------|-----------|
| Monday    |               |         |         |          |          |      |         |         |         |         |         | 6 PM End |         |         |         |          |           |
| Tuesday   |               |         |         |          |          |      |         |         |         |         |         | 6 PM End |         |         |         |          |           |
| Wednesday |               |         |         |          |          |      |         |         |         |         |         | 6 PM End |         |         |         |          |           |
| Thursday  |               |         |         |          |          |      |         |         |         |         |         | 6 PM End |         |         |         |          |           |
| Friday    |               |         |         |          |          |      |         |         |         |         |         |          |         |         |         |          | 11 PM End |
| Saturday  |               |         |         |          |          |      |         |         |         |         |         |          |         |         |         |          | 11 PM End |
| Sunday    |               |         |         |          |          |      |         |         |         |         |         |          |         |         |         |          | 7 PM End  |

### Service Design

NCTPA recommends the service be converted from Deviated Fixed-Route to On-demand Door-to-Door. This is a typical means to deploy public transit service in smaller municipalities with compact service areas. On-demand Door-to-Door service would also address many deficiencies in the current service identified by members of the community.

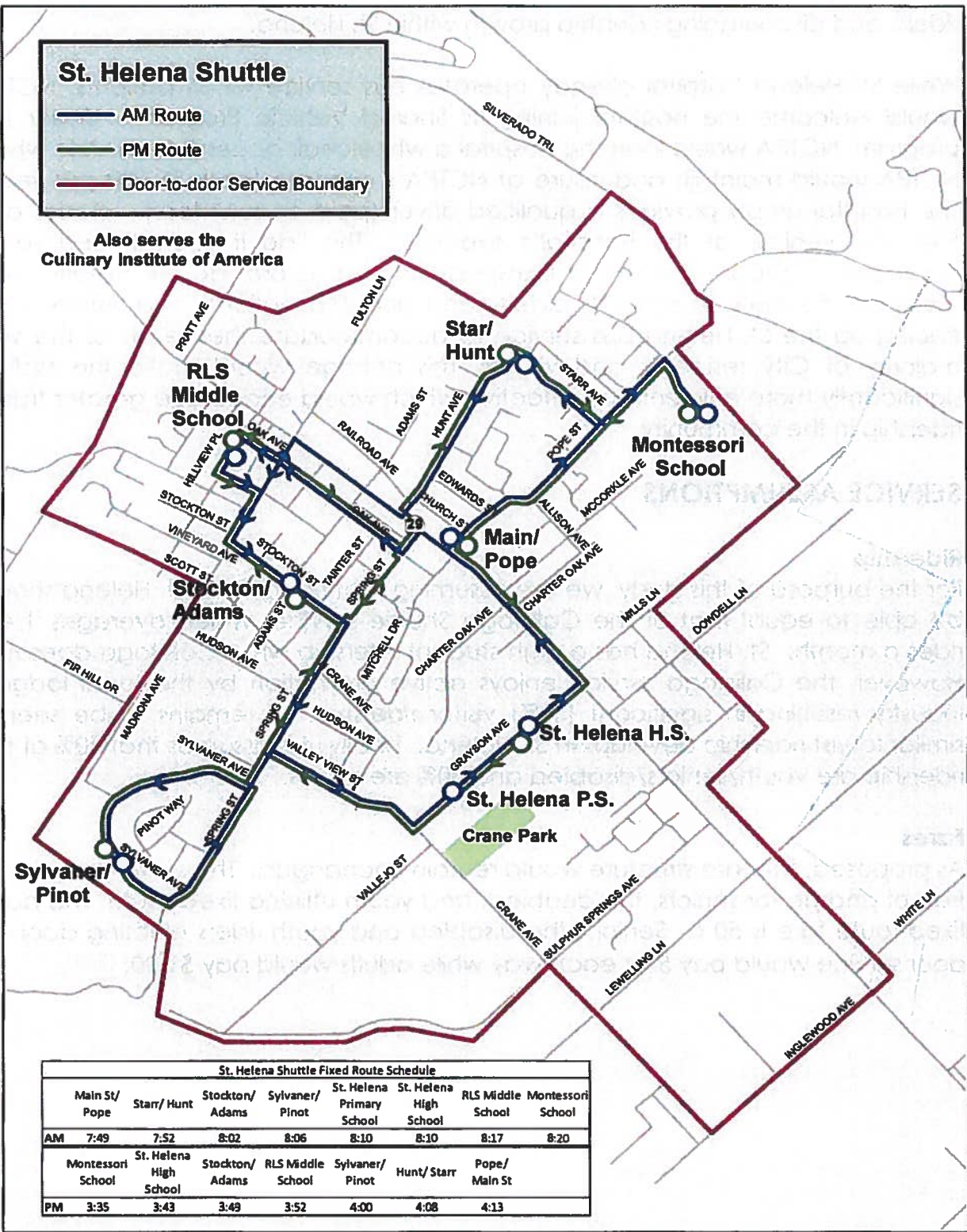
However, Fixed Route service is most appropriate to meet the needs of St. Helena's student population. Therefore, the exception to the On-demand Door-to-Door proposal would be to provide approximately 30 minutes of fixed route service on weekday mornings and afternoons with a schedule synchronized as closely as possible to bell times of the public High School, Middle school and local Montessori school. The proposed fixed route schedule is illustrated below.

| St. Helena Shuttle Fixed Route Schedule |                   |                        |                 |                   |                           |                        |                   |                   |
|-----------------------------------------|-------------------|------------------------|-----------------|-------------------|---------------------------|------------------------|-------------------|-------------------|
|                                         | Main St/ Pope     | Starr/ Hunt            | Stockton/ Adams | Sylvaner/ Pinot   | St. Helena Primary School | St. Helena High School | RLS Middle School | Montessori School |
| AM                                      | 7:49              | 7:52                   | 8:02            | 8:06              | 8:10                      | 8:10                   | 8:17              | 8:20              |
|                                         | Montessori School | St. Helena High School | Stockton/ Adams | RLS Middle School | Sylvaner/ Pinot           | Hunt/ Starr            | Pope/ Main St     |                   |
| PM                                      | 3:35              | 3:43                   | 3:49            | 3:52              | 4:00                      | 4:08                   | 4:13              |                   |



# Proposed Service Area and Route

In order to maintain reasonable response times and trip durations while maximizing rides per hour, NCTPA proposes to define the service area as indicated in the map below.



### **St. Helena Hospital**

As indicated previously, existing service to St. Helena Hospital consumes approximately 20% of the in-service hours at the cost of some \$40,000 per year, while providing just three rides to this destination a day. Therefore the route diversion to Deer Park, back and forth 8 times per day, poses a significant impediment to efficient service design, negatively impacting the majority of riders, and discouraging ridership growth within St. Helena.

While St. Helena Hospital already operates bus service for its patients, NCTPA would welcome the hospital joining its Shared Vehicle Program. Under the program, NCTPA would loan the hospital a wheelchair accessible vehicle which NCTPA would maintain and insure at NCTPA's expense (cost: \$5,000 per year). The hospital simply provides a qualified driver (paid or volunteer), cleans and fuels the vehicle at the hospital's expense. This "do it yourself and save" approach to program oriented transportation would provide the hospital with maximum flexibility to serve its elderly and disabled patients and visitors while freeing up the St. Helena bus service to accommodate the needs of the vast majority of City residents and visitors. This change would make the system significantly more efficient and effective which would encourage greater transit ridership in the community.

## **SERVICE ASSUMPTIONS**

### **Ridership**

For the purpose of this study, we are assuming that ridership in St. Helena should be able to equal that of the Calistoga Shuttle service, which averages 1,439 rides a month. St. Helena has a high student ridership while Calistoga does not. However, the Calistoga service enjoys active promotion by the local lodging industry resulting in significant (30%) visitor ridership. It remains to be seen if similar tourist ridership develops in St. Helena. Finally, it is assumed that 70% of the ridership are youth/seniors/disabled and 30% are adults.

### **Fares**

As proposed, the fare structure would remain unchanged. The service would be free of charge for seniors, the disabled, and youth utilizing fixed-route. The adult fixed-route fare is 50 ¢. Seniors, the disabled and youth riders electing door-to-door service would pay 50 ¢ each way while adults would pay \$1.00.



## PROPOSED FUNDING STRUCTURE

| St. Helena VINE Shuttle Proposed Budget   |                     |                     |
|-------------------------------------------|---------------------|---------------------|
| REVENUE                                   | Current 13/14       | Proposed            |
| NCTPA                                     | \$171,900.00        | \$254,178.00        |
| City of St. Helena                        | \$19,200.00         | \$19,442.00         |
| Fares                                     | \$2,400.00          | \$8,800.00 *        |
| <b>TOTAL</b>                              | <b>\$193,500.00</b> | <b>\$282,420.00</b> |
| * Assumes same fare structure as current. |                     |                     |
| EXPENSES                                  | Current             | Proposed            |
|                                           | <b>\$193,500.00</b> | <b>\$282,420.00</b> |

|                      |              |              |
|----------------------|--------------|--------------|
| <b>Service Hours</b> | <b>2,405</b> | <b>4,011</b> |
| Rides                | 9,449        | 17,268       |
| Cost per Hour        | \$80.46      | \$70.41      |
| Cost per Ride        | \$20.48      | \$16.36      |

## RECOMMENDATION SUMMARY

Having evaluated the deficiencies in the present bus service, review of public input, and acknowledging practical and financial constraints, NCTPA recommends the following service changes:

- Days and hours of service be expanded to:
  - Monday – Thursday 7:45 AM to 6 PM
  - Friday 7:45 AM to 11 PM
  - Saturday 10 AM to 11 PM
  - Sunday 12 Noon to 7 PM
- Convert the service to a door-to-door operation except during limited hours.
- During fixed route operation the route and schedule would be designed to synchronize with the bell times of the public High School, Middle school and local Montessori school, to the extent possible.
- Limit the service boundaries to those indicated on page 6.
- Invite the Hospital to participate in NCTPA's Shared Vehicle program.
- Fares charged for fixed route and door-to-door service are to remain unchanged from the current fare structure.

## Contact Information:

Public Comment:

Info@nctpa.net

(707) 259-8631

Tom Roberts

Manager of Public Transit

troberts@nctpa.net

(707) 259-8625

Kate Miller

Executive Director

kmiller@nctpa.net

(707) 259-8634

# MEMORANDUM OF UNDERSTANDING

between



and

City of St. Helena

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
City of St. Helena  
Page 2

## **I. Preamble**

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is made and entered into this 17<sup>th</sup> day of July, 2013, by and between the Napa County Transportation and Planning Agency a (hereinafter referred to as "NCTPA") and the City of St. Helena (hereinafter referred to as "City") and collectively referred to as the "Parties."

## **II. Recitals**

**WHEREAS**, NCTPA through a prior agreement with the City has been providing transportation services formerly known as the St. Helena VINE Shuttle for residents of the City of St. Helena, California:

**NOW, THEREFORE**, the parties do hereby agree as follows:

## **III. Responsibilities' of the Parties**

A. NCTPA shall provide a draft fiscal year budget to the City by the end June of each year. For purposes of this agreement, a fiscal year is July 1 to June 30. From the commencement of expanded service hours in fiscal 2013/14, the City shall pay quarterly the difference between fares collected and 10% of the annual fully allocated operating expenses of the service.

B. NCTPA shall manage and operate the St. Helena VINE Shuttle to serve the general public of the City of St. Helena by providing no less than 3,939 in-service annual service hours on days and hours most responsive to public benefit and demand. There will be no service on New Year's Day, Memorial Day, Labor Day, July 4<sup>th</sup>, Thanksgiving Day and Christmas Day unless by special arrangement at least 30 days in advance charged to the City separately at NCTPA's usual and customary rates for such service.

C. NCTPA will provide the operation, management, marketing activities and materials, bus stop maintenance, funding, administration and monthly reporting of rides provided for the St. Helena VINE Shuttle service. Monthly ridership reports shall be sent to the City Manager and Public Works Director. NCTPA will assign the operation of the St. Helena VINE Shuttle service to a third party.

NCTPA will, at NCTPA's expense, provide facilities, vehicles, equipment (including a two-way radio or cell phones per vehicle), maintenance, materials and supplies necessary to accomplish obligations under this Agreement, except as may otherwise be expressly provided for herein after.

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
City of St. Helena  
Page 3

D. NCTPA shall operate service as a demand responsive door-to-door service during most service hours within the designated service area and except for the time when the service shall be operated on a fixed route as noted in Exhibit A. The NCTPA shall respond to call in trip requests on a first call-first serve basis. Trips will be grouped for efficiency and advance reservations beyond the same day will not be accepted.

#### **IV. Term of MOU**

This MOU will become effective upon signatures of both parties and will terminate on June 30, 2016, unless amended, extended, or terminated pursuant to the terms of this MOU.

#### **V. Indemnity**

Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from liability or claims of liability for damages to persons or property arising out of, or resulting from, any act or omission of the parties in the performance or failure to perform any action or activity contemplated, necessary, or authorized under this MOU.

#### **VI. Termination**

This MOU may be terminated as follows:

A. By mutual agreement of the NCTPA and CITY upon such terms and conditions as may be agreed upon.

B. By either party at any time without cause by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.

C. If the MOU is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

#### **VII. Entire MOU**

This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

#### **VIII. Applicable Law**

MEMORANDUM OF UNDERSTANDING  
between  
The Napa County Transportation and Planning Agency  
and  
City of St. Helena  
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The laws of the United States and the State of California will govern this MOU.

**IX. Modifications**

No changes, amendments or alterations to this MOU will be effective unless in writing and signed by the parties.

**X. Insurance**

NCTPA shall maintain, throughout the term of this Agreement, a policy or policies of insurance, with a solvent and responsible company authorized to do business in the State of California, insuring NCTPA against loss by reason of injury or damage that may result to persons or property from operations or construction of such transportation service or any other cause connected with the service provided under the term of this Agreement. Said policy shall be a minimum of two million dollars (\$2,000,000) aggregate, including appropriate general liability and auto liability. Said policy shall name CITY as additional insured and shall provide 30 days prior notice to City of the cancellation of any policy during the effective period of this agreement.

**XI. Notices.**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in U.S. Mail, by certified mail, postage prepaid or return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the dated noted on the return receipt or five days following date of deposit, whichever is earlier. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this Paragraph.

To NCTPA: Executive Director  
Napa County Transportation Planning Agency  
625 Burnell Street  
Napa CA 94559

To CITY: City Manager  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574

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## **XII. Access to Records / Retention**

NCTPA and City shall have access to any books, documents, papers and records of each other, which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, NCTPA and City shall maintain all required records for at least five (5) years after all pending matters are closed.

## **XIII. Severability**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

## **XIV. Adjustments to Service**

The Shuttle service may be adjusted throughout the term of this contract to better service the needs of the passengers. NCTPA or City may recommend a change or modification of service criteria. Modifications may include, but are not limited to, adding or deleting service areas; changing service types; modifying or eliminating time points; increasing, decreasing or changing operating hours; and expanding or decreasing vehicle service hours and/or days. Modifications to increase service hours may not exceed 15 percent annually. In all cases, NCTPA and City will agree to said changes prior to approval by the NCTPA Board.

## **XV. License and Permits**

NCTPA, or its subcontractor, will procure at its expense all licenses and permits as required by federal, State or local laws, rules and regulations for the performance of its obligations under this Agreement, and will comply with all applicable laws, rules or regulations in performing its obligations hereunder.

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**IN WITNESS WHEREOF**, NCTPA and CITY have executed this MOU on the \_\_\_\_\_  
day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_

Keith Caldwell, Board Chair  
Napa County Transportation and Planning Agency

Approved as to Form

By: \_\_\_\_\_  
Janice D. Killion, Agency Counsel

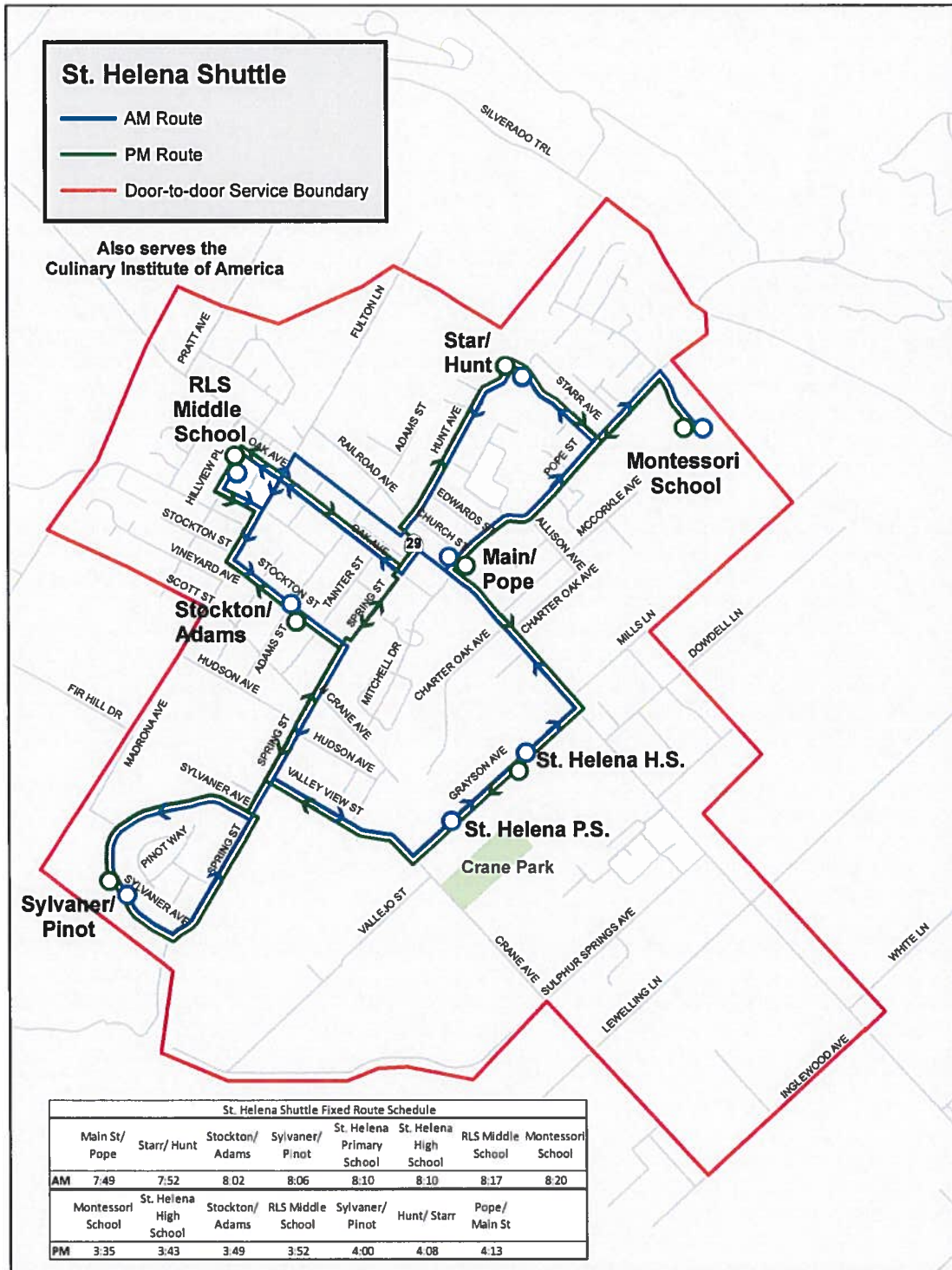
By: \_\_\_\_\_

Ann Nevero, Mayor  
City of St. Helena



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EXHIBIT - A -



**CITY OF ST. HELENA**  
**RESOLUTION NO. 2002-26**

**APPROVAL OF THE  
ESTABLISHMENT OF A LOCAL  
SHUTTLE BUS SERVICE**

**RECITALS**

WHEREAS At the October 23, 2001 meeting, Council directed staff to work with staff members from the Napa County Transportation Planning Agency (NCTPA) to develop a recommendation to initiate a shuttle bus service within the City; and

WHEREAS Funding for this service is provided by Transportation Development Act funds administered by the NCTPA; and

WHEREAS Staff has met with representatives from the community to determine the need and type of service required for St. Helena; now therefore

**RESOLUTION**

BE IT RESOLVED: The City Council of the City of St. Helena hereby approves the operation of the St. Helena Vine, a local shuttle bus service with a ribbon cutting ceremony on February 26, 2002.

Approved at a Regular Meeting of the St. Helena City Council on February 12, 2002, by the following vote:

Ayes: Councilmembers Savidge, Potter, Bowers, Toller, Mayor Slavens

Noes: None

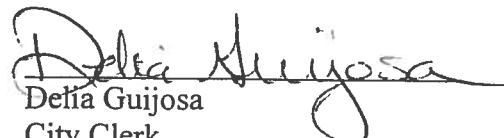
Absent: None

Abstain: None

APPROVED:

  
Ken Slavens  
Mayor

ATTEST:

  
Delia Guijosa  
City Clerk



**Action Requested: APPROVE**

## **St. Helena Community Shuttle Contract**

### **BACKGROUND**

During discussions with the City of St. Helena on the adoption of the countywide transit first policy for Transportation Development Act (TDA) funds, the City requested a community-based shuttle. A shuttle service for St. Helena is included in the adopted Strategic Plan as part of the overall transit operations plan.

### **RECOMMENDATION**

The TAC recommends that the NCTPA Board authorize the Executive Director to negotiate with ATC/Vancom to operate the new St. Helena service by amending the existing service agreement.

### **DISCUSSION**

At their request staff prepared and presented a preliminary service design to St. Helena City Council. Many aspects of the service need to be determined and the Council directed St. Helena staff to work with NCTPA to form Working Committee made up of St. Helena community leaders.

#### **Service Type and Route**

The service can be provided in one of three methods:

- Fixed Route – in which a bus operates on a designated route all day and stops at designated locations on a fixed time schedule. The VINE is a fixed route service.
- Deviated Fixed Route – a bus operates on a designated route on a relaxed schedule to allow the bus to deviate off route for pickups/drop-off's. Yountville Shuttle and American Canyon Transit operate this type of service.
- Demand Responsive – the bus operates on demand from pickup to drop-off locations within a service area. This is a shared ride service to maximize efficiency. The Calistoga HandyVan is a demand responsive service.

#### **Origins and Destinations**

NCTPA has received requests from both the Napa Valley College-North Campus and the St. Helena Hospital to serve these sites as part of the new service. Other sites to include that would be within walking distance from a bus stop are:

- City Hall
- The Library
- Youth facilities (Boys & Girls Center and Teen Center)
- The Women's Center and senior citizen centers
- Medical facilities (Clinic Olé, Urgent Care and medical offices)
- Affordable and senior housing and high density developments
- Grocery stores and shopping centers
- VINE Route 10 transfer points
- Public Schools (Primary, elementary, middle and high schools)

### Planning Issues

- Type of service
- Geographic area served
- Days and Hours of operation
- Schedule - Run time and Frequency
- Bus Stop Locations
- Fares
- Trips to outlying areas
- Name, Logo and artwork
- Outreach and marketing
- Special needs: late afternoon and evening classes at NVC

### Budget

In anticipation of a mid-year service start-up, the NCTPA Board budgeted \$60,000 for operating the service and funds to purchase two vehicles (\$60,000 each) this fiscal year. The vehicles are expected to arrive early next year.

### FINANCIAL IMPACT OF RECOMMENDATION

Expend funds in the approved 2001-02 budget.

Staff Contact: Deborah Brunner (707) 259-8778 / Email: dbrunner@co.napa.ca.us

# STAFF REPORT



**DATE:** July 9, 2013

**TO:** Mayor and City Council

**FROM:** Greg Desmond, Interim Planning Director

**Item: 16**

**RE:** Review and direction on revisions to the Draft General Plan Update Land Use Element

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## **BACKGROUND**

At the meeting on June 25, 2013, Council discussed the Draft General Plan Update Circulation element. The Council discussed the concept of focusing the proposed roadway extension “study areas” as alternative transportation extensions instead of specifically vehicular extensions.

Staff is analyzing this approach and will present more information to the Council as soon as we have developed the appropriate approach.

Council review and discussion of the Land Use element will be necessary to provide staff with additional information on how to best address modifications to the Circulation element.

## **DISCUSSION: ELEMENT REVIEW**

The Land Use element may be downloaded via the following link:

Land Use element:

[http://www.cityofstheleena.org/sites/default/files/02\\_land\\_use\\_%26\\_growth\\_management\\_revised\\_07311\\_0.pdf](http://www.cityofstheleena.org/sites/default/files/02_land_use_%26_growth_management_revised_07311_0.pdf)

## **NEXT STEPS**

The Council should review and approve revisions to the Land Use element and provide direction to staff regarding the next elements to review.