



**\*AMENDED 5-22-19**  
**City of St. Helena**  
**Regular City Council Meeting**  
**Tuesday, May 28, 2019 @ 6:00 PM**  
**Vintage Hall Board Room - Second Floor**  
**465 Main Street, St. Helena**

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

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Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL  
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, David Knudsen and Mary Koberstein
4. PUBLIC FORUM:  
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.
  - 4.1. [Public Comment.Mr. and Mrs. Brown](#) 11 - 13
5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:  
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.
6. PRESENTATIONS AND PUBLIC RECOGNITIONS
  - 6.1. Proclamation - LGBTQ Pride Month June 2019 15  
[Proclamation](#)
  - 6.2. Silverado Trail Slide Repair and Pratt Bridge Update by Napa County 17 - 31  
[Presentation](#)
7. STAFF BRIEFING
  - 7.1. None
8. 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)

- 8.1. Consideration and proposed approval of a resolution authorizing the release of unclaimed checks per Section 50053 of the Government Code of the State of California allowing for unclaimed checks held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served. 33 - 37

CEQA Determination: Categorically exempt from CEQA, Sections 15323, 15061

Prepared By: Jennifer Weeks, Accounting Technician

Recommendation:

Staff recommends City Council adopt a Resolution Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050, 50053 and 50055 to the City of St. Helena (Attachment 2).

[Staff Report - Pdf](#)

- 8.2. Consideration and proposed adoption of a Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2019, between the hours of 5:30 pm and 8:00 pm. This event request includes approval of a mobile food vendor with two parking spaces on Main Street, one local food purveyor, local merchandise, and beer or wine vendors 39 - 42

CEQA Determination: Categorically Exempt, Section 15323

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council adopt the Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2019, between the hours of 5:30 pm and 8:00 pm. This event request includes approval of a mobile food vendor with two parking spaces on Main Street, one local food purveyor, local merchandise, and beer or wine vendors.

[Staff Report - Pdf](#)

- 8.3. Consideration and Proposed Approval of a Resolution revising the scope of work for the Crane Park Light Improvements, Project C19-03 to include a light study (Staff report forthcoming Provided 5-22-19) 43 - 61

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council adopt a Resolution revising the scope of work for the Crane Park Light Improvements, Project C19-03 to include a light study.



[Staff Report - Pdf](#)  
[Public Comment.Mark Smithers](#)

- 8.4. Consideration of approval of a Resolution authorizing the Director of Public Works/City Engineer to execute Agreements for Maintenance of Post-construction Storm Water Best Management Practices on behalf of the City of St. Helena. 63 - 81

CEQA Determination: Not a CEQA project

Prepared By: Tobias Barr, Project Manager

Recommendation:

Adopt the proposed Resolution authorizing the Public Works Director/City Engineer to approve and execute Agreements for Maintenance of Post-Construction Stormwater Best Management Practices on behalf of the City of St. Helena.

[Staff Report - Pdf](#)

- 8.5. Consideration and action on a Resolution to amend the existing two year agreement with Housing Authority of the City of Napa to provide contract housing authority services (originally approved for an amount not to exceed \$88,114 for the two year period) for an increased overall contract amount of \$9,347 to cover anticipated increased costs over the remaining term of the contract. 83 - 89

CEQA Determination: Not a CEQA project

Prepared By: Noah Housh, Planning & Community Improvement Director

Recommendation:

It is recommended the City Council approve a Resolution authorizing a contract amendment to increase the existing two year agreement with Housing Authority of the City of Napa by \$9,347 for a total FY 2019-20 amount not to exceed \$49,000, to fully fund their continued service as the contract housing authority for the City of St Helena.

[Staff Report - Pdf](#)

- 8.6. Consideration and proposed adoption of a Resolution approving plans and specifications for the Hunt Avenue Sidewalk Gap Closure, Project R19-02, and authorizing advertisement for bids 91 - 95

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Edrees Argand, Junior Assistant Engineer

Recommendation:

Staff recommends City Council to adopt a Resolution approving plans and specifications for the Hunt Avenue Sidewalk Gap Closure, Project R19-02, and authorizing advertisement for bids.

[Staff Report - Pdf](#)

- 8.7. Consideration and proposed approval of a resolution authorizing update to the Employment Agreement with Fire Chief John 97 - 109

Sorensen in accordance with the requirement of California Code Section 54953(c)(3) the recommended final action for the Fire Chief provides for an employment contract renewal beginning February 1, 2019, with the following additional fringe benefits: increase severance pay from two (2) to three (3) months, deferred compensation City match of up to \$200 per month, up to \$750 annually for reimbursements to attend St. Helena charitable events, a \$750 annual Uniform allowance, bereavement leave, family care, and prorated fringe benefits of vacation accruals, holiday pay, and executive leave similar to those that are offered to other full-time department heads. The Fire Chief's annual salary of \$66,030 will remain the same.

CEQA Determination: Not a CEQA project

Prepared By: Kathy Robinson, Human Resources & IT Director

Recommendation:

Approve updated Employment Agreement between the City of St. Helena and Fire Chief John Sorensen.

[Staff Report - Pdf](#)

- 8.8. \*NEW ITEM 5-22-19 111 - 129

Consideration and approval of a Resolution authorizing Amendment #2 to Professional Services Agreement with Erica Roetman Sklar for additional housing consulting services in the amount of \$4,000 for a total contract not-to-exceed amount of \$38,000.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

It is recommended the City Council approve a Resolution authorizing Amendment #2 to Professional Services Agreement STH Contract: 2018-038 with Erica Roetman Sklar for housing consulting services for \$4,000 for a total not-to-exceed amount of \$38,000.

[Staff Report - Pdf](#)

- 8.9. Consideration of Resolution Approving Marketing and Promotional Services Agreement in the amount of \$210,000 Between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2019-20 131 - 147

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Finance Director

Recommendation:

Adopt Resolution approving Promotional Services Agreement with St. Helena Chamber of Commerce for FY 2019-20.

[Staff Report - Pdf](#)

- 8.10. Consideration and and proposed adoption of a Resolution approving plans and specifications for the Year 1 Pavement Restoration, Project R19-79, and authorizing advertisement for bids 149 - 155

CEQA Determination: Class I Categorical Exemption under Section

15301 of CEQA

Prepared By: Edrees Argand, Junior Assistant Engineer

Recommendation:

Staff recommends City Council to adopt the Resolution approving plans and specifications for the Year 1 Pavement Restoration, Project R19-79, and authorizing advertisement for bids.

[Staff Report - Pdf](#)

- 8.11. Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2019-20 to 2023-24) 157 - 222

CEQA Determination: Not a CEQA project

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council approve the attached Resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2019-20 to 2023-24.)

[Staff Report - Pdf](#)

9. PUBLIC HEARINGS

- 9.1. None

10. OLD BUSINESS

- 10.1. \*UPDATED STAFF REPORT 5-22-19 223 - 245  
Discussion and Approval of the Active Transportation and Sustainability Committee's Annual Work Plan, Including Direction Related to the Committee's Climate Action Directives Work Product

CEQA Determination: Not a CEQA project

Prepared By: Tobias Barr, Project Manager

Recommendation:

Discuss the work plan and provide feedback to the committee, approving the work plan as is or amending the work plan as Council sees appropriate. Additionally, the committee requests the City Council receive the Climate Action Directives deliverable and discuss next steps on this committee initiative.

[Staff Report - Pdf](#)

- 10.2. Discussion, direction, and proposed approval of a resolution (1) rescinding Resolution 2017-75 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and (2) authorizing a ceremonial flag recognizing LGBTQ Pride Month during the month of June. 247 - 252

CEQA Determination: Class 3 Categorical Exemption under Section 15303 of CEQA

Prepared By: April Mitts, Finance Director

Recommendation:

Provide direction and adopt a resolution (1) rescinding resolution 2017-

75 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and (2) authorizing a ceremonial flag recognizing LGBTQ Pride Month during the month of June.

[Staff Report - Pdf](#)

- 10.3. Consideration and proposed Approval of a Resolution (1) Awarding a Contract to Noll & Tam Architects in an amount of \$255,570 plus 10% Contingencies for Phase 1 Architectural Feasibility/Visioning Study of the Library, City Hall, and a Conceptual Recreation Facilities and (2) Authorizing a budget adjustment of \$281,127 to account #101-4000-2130 and use of General Fund Unrestricted Reserves of the same 253 - 350

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Adopt Resolution (1) authorizing the City Manager to execute a contract with Noll & Tam Architects in an amount of \$255,570 plus 10% contingencies for Phase 1 Architectural Feasibility/Visioning Study of the Library, City Hall and a Conceptual Recreation Facilities and (2) authorizing a budget increase of \$281,127 to account #101-4000-2130 and use of General Fund Unrestricted Reserves of the same.

[Staff Report - Pdf](#)

[Presentation](#)

- 10.4. Consideration and proposed approval of a resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2019-075 in the amount of \$106,600 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not to exceed amount of \$635,600 351 - 364

CEQA Determination: CEQA will be completed as part of project design

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2019-075 in the amount of \$106,600 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not to exceed amount of \$635,600

[Staff Report - Pdf](#)

- 10.5. Discussion and Direction Regarding Conditions, Community Values, and RFQ/RFP Process Related to Possible Future Lease or Sale of Adams Street Property 365 - 529

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Provide direction to the City Manager.

[Staff Report - Pdf](#)

[2018 Napa Valley Visitor Profile](#)

[Public Comment.Andy Navone](#)  
[Public Comment.Lois Battuello](#)  
[Public Comment.Anthony Micheli.2](#)  
[Public Comment.Anthony Micheli.1](#)  
[Public Comment.Fran and Larry Heit](#)  
[Public Comment.Ron Amoroso](#)  
[Public Comment.Sandra Lowry](#)  
[Public Comment.Georg and Cristine Salzner](#)  
[Public Comment.Kim Phinney](#)  
[Public Comment.Oliver Caldwell](#)  
[Public Comment.Anthony Micheli](#)  
[Public Comment.Michelle Mathai](#)  
[Public Comment.Patty Simons](#)  
[Public Comment.Douglas Eisele](#)  
[Public Comment.Erin Lail](#)  
[Public Comment.Gail Lane](#)  
[Public Comment.Karen Cassel](#)  
[Public Comment.Katie Leonardini](#)  
[Public Comment.Mark and Terry Levy](#)  
[Public Comment.Antonio Castellucci](#)  
[Public Comment.Christopher Bello](#)  
[Public Comment.Clay Timon](#)  
[Public Comment.Peter Przybylinski](#)  
[Public Comment.Loraine Stuart](#)  
[Public Comment.Sara Chrisman Bierkan](#)  
[Public Comment.Mary Stephenson](#)  
[Public Comment.Chrissey Field](#)  
[Public Comment.Mark Smithers](#)  
[Public Comment.Ann Nevero](#)  
[Public Comment.Anthony Micheli.3](#)

- 10.6. Consideration and Direction Regarding Conceptual Indemnity and Defense Ordinance for Certain Housing Projects, citywide. 531 - 647

CEQA Determination: Not a CEQA project  
 Prepared By: Thomas B. Brown, City Attorney  
 Recommendation:  
 It is recommended that the City Council:

1. Review the provided materials and background and provide direction to staff regarding the preparation of an Ordinance to amend the applicable code sections to direct that the City would cover the legal costs of developers of certain housing projects, as specified by the attached draft Ordinance, or as otherwise directed by the City Council.

[Staff Report - Pdf](#)

[Public Comment.Peter White](#)  
[Public Comment.Alan Galbraith](#)  
[Public Comment.Joe McGrath](#)

## 11. NEW BUSINESS

### 11.1. None

12. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

12.1.

**June City Council Meetings:**

**6/11 (staff reports due 5/24)**

**6/25 (staff reports due 6/7)**

**6/25 4:00pm CC/PC Joint Mtg Citywide Housing Issues  
Date TBD Special City Council Committee Interview  
Meeting**

**PROCLAMATIONS AND PUBLIC RECOGNITION:**

6/25 Police Department VIP Graduation

6/11 Elder Abuse Proclamation

6/25 Sergeant promotion oath

Conn Creek Bridge presentation

**CONSENT:**

Sidewalk Award

Award 2019 Pavement Project

On call MPSA

Adopt speed survey - PW

R19-79 Pavement Restoration

6/25 Certification of the election

Out of state travel for the City Manager to attend a conference

Napa County Special Investigation NSIB MOU

**OLD BUSINESS:**

Review expiring 6 month extension of Reso 2018-175  
suspending curfew ordinance

6/11 2040 General Plan next steps

6/25 Goals Update

Budget/Compensation Adoption

**PH or NEW BUSINESS:**

6/25 Board, Commission and Committee Appointments

PW Reorg

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for June 11, 2019, 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 ~~May 17, 2019~~ reposted May 22, 2019.



Cindy Tzaferopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special



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

#### CHALLENGING DECISIONS OF CITY ENTITIES

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

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

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

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 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 <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.



My name is \_\_\_\_\_. We live on Hillview Place . Our first appearance before this body was almost exactly one year ago. The council has changed dramatically since then... a new mayor and 2 new council members, some new staff. For those of you who do not know us we have lived in St. Helena since 1980. We have owned our home since 1983. We raised our 2 children, now married here and all of us were actively involved. There has not been a week of our lives where we haven't spent at least some time volunteering in service to the community. We love our home and St. Helena and until this recent round of unfortunate dealings with Trespass Vineyard have never been involved in any sort of neighbor conflict.

The first time we appeared before a city entity was in 1987 for a building permit to add a master bedroom above a garage. In 1992 we came before the Planning Commission again for permit and variance. An addition by a previous owner was such that the roof leaked and the floor in one room was a step below the rest of the house. We asked to remove and replace in the same footprint as the existing structure. By virtue of its location proximate to a vineyard road which had an easement of 12' for sewer and water and which could not be built on in perpetuity the planning commission concluded that the zero setback was mitigated by the easement. The variance and building permit were granted. Our last appearance was in 2013 for a permit to remodel the bathroom and sewing room of the master suite. We cite these appearances to remind the Council that we have never failed to get the proper permits when required even in the years when everyone knew that getting caught was highly unlikely because of staff shortage... which is evidently still the case.

In this last year we have appeared here and before the planning commission and back here again. Our city's "complaint driven" code enforcement policies require a neighbor or concerned citizen to initiate activity. Those appearances were to bring attention to code violations in Trespass Vineyard and affirm that they were ongoing. There were buildings constructed without permits or oversight including a bathroom. The ag barn intended for the storage of ag equipment and supplies had been converted to a hospitality and party center and has never housed equipment, chemicals or supplies. Its permit said it could not be habited or conditioned. There were tours and tastings held on a routine basis. The owners admitted to hosting magical weddings and events in that barn which they described as a "man cave". We were informed that the city had been expecting these complaints for a very long time.

Last week's Planning Commission meeting had the Planners laughing at how none of the City's enforcement policies had any teeth and that the one they were working on would be more of the same. It is hardly funny, but nevertheless true. The greater and perhaps only consequence in this code enforcement debacle in which we have become ensnared has been to us, the reporting parties. For having taken the steps to bring to the city's attention overt and egregious violations both active and passive by Trespass Vineyard we were administered a clear retribution for whistle-blowing. The vineyard owners have had installed a fence with the oversight and permission of the planning director. This action was either in absolute ignorance of or denial of the variance we acquired in 1992. At the time we were granted this variance we were assured that the zero setback would mean....no fence required or allowed. WHERE is the City's assurance now?

The Planning Director is leaving. His legacy includes a recommendation for design review exemption for the already constructed buildings with no penalties of any significance to the parties who built them. In direct conflict and violation of the variance and building permit we acquired in 1992 he allowed a fence installed so close to our roof that we have lost the use and enjoyment of our property. Is there any explanation why the city has asked for participation in a system of their own design and then punishes those who participate?

We would like help from the City Council, and the fence removed and would like an answer as to whether this help will be forthcoming. We have never failed to get the proper permits before construction. Our variance was granted with the full agreement of the Planning Commission. How is that Noah can single handedly take it away...and without any notice? When Noah leaves...who will be held accountable for the status of our property? It cannot be said that we have not been patient and hopeful that our City of St. Helena would do the right thing by supporting the rightly granted variance. The Council members who have heard our story previously have allowed us to believe that we are reasonable and honest.

We have waited for information that has never been forthcoming. We would like not to be forced into litigation that we did not seek or provoke. We ask that the city stop trying to find ways to allow those who break rules, ignore codes and restrictions to escape without punishment while allowing these same people the privilege of trampling on our rights.

Thank you for listening again.



**City of St. Helena**

**PROCLAMATION**

**LGBTQ Pride Month**

**June 2019**

**Whereas**, June is commemorated around the globe as “International Gay Pride Month” to honor and celebrate the history, achievements, and contributions of LGBTQ people;

**Whereas**, the City of St. Helena celebrates the vast diversity of its citizens and visitors, including those who are lesbian, gay, bisexual, transgender, queer (or questioning), and seeks to ensure a safe, healthy and inclusive place for all citizens, visitors and their families;

**Whereas**, the City of St. Helena strives to be a community that offers equal opportunity to its citizens, all of whom deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of gender, gender identity, gender expression or sexual orientation;

**Whereas**, the City of St. Helena is committed to support and encourage diversity in the workplace and throughout the community;

**Whereas**, June has become a symbolic month in which lesbian, gay, bisexual, transgender, queer (or questioning), and intersex people, their families, friends, and allies come together in various celebrations of freedom and pride;

**Whereas**, California has been a leader in advancing the civil rights of its LGBTQ citizens. And while further progress is needed, it is important to recognize and celebrate the substantial gains that have been achieved;

**Now, therefore let it be resolved**, that I, Geoff Ellsworth, Mayor of the City of St. Helena, along with the City Council, do hereby proclaim June 2019 as “**Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month**” and invite everyone to reflect on ways we all can advance the rights and protections of LGBTQ people and live and work together with a commitment to mutual respect and understanding.

Dated: May 28th, 2019

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Geoff Ellsworth, Mayor

City of St. Helena





**SILVERADO TRAIL MPM 18.04, RDS 18-17, 2017 STORM DAMAGE REPAIR –  
RETAINING WALL, DAF #PMP-NAPCO-001-0  
FEDERAL PROJECT NUMBER: EO ER 17-2-32LO(347)**



A Tradition of Stewardship  
A Commitment to Service

**BY  
MALLIKA RAMACHANDRAN, P.E., QSD/QSP, ENGINEERING MANAGER  
NAPA COUNTY PUBLIC WORKS DEPARTMENT**

# Agenda

- Construction Management Team
- Damage Assessment & FHWA funding
- Temporary Protective Measures and Emergency Opening
- Proposed Repair
- Construction Sequence
- Information
- Questions?

# Construction Management Team

- Napa County Construction Management Team:
  - Mallika Ramachandran, P.E  
707 259 8194  
Mallika.Ramachandran@countyofnapa.org
  - Jim Reese, P.E.  
707 259 8281  
James.Reese@countyofnapa.org
- BCA/WRECO – Structural/ Civil Engineers & Construction Support and Inspections
- Miller Pacific – Geotechnical Engineer & Construction Support, Material Testing and Inspections



# Damage Assessment & FHWA Funding



2017 Storm  
Event Slide

FHWA approved approximately \$3M  
for the design and construction.  
FHWA approved PR in EO phase.



# Temporary Protective Measures and Emergency Opening





# Temporary Protective Measures and Emergency Opening



State of the Art Innovation in time of  
crises – piles with stacked K-Rails

# Temporary Protective Measures and Emergency Opening



Pratt Avenue closed to realign the travel lanes on Silverado Trail to implement the temporary protective measures.



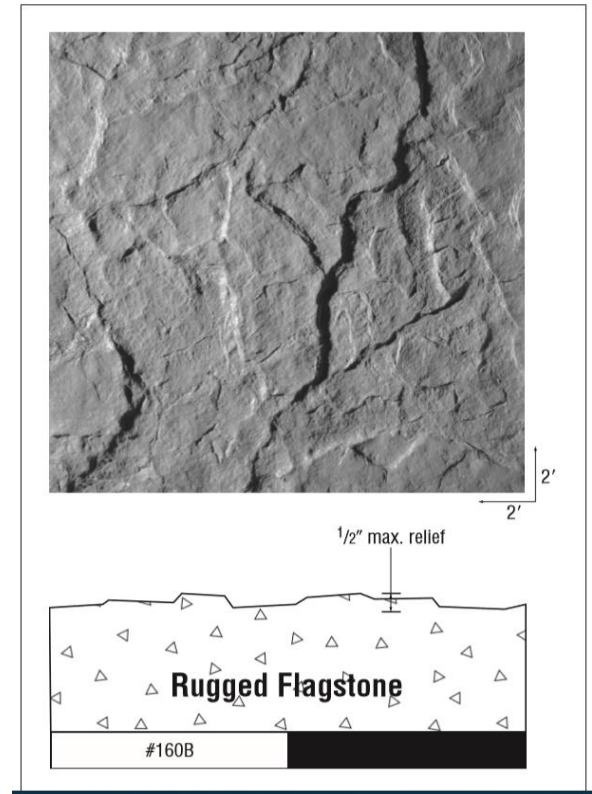
# Proposed Repair

Repair to the slide:

- 280' long drilled hole steel soldier pile concrete retaining wall. Height varies from 5' to 23'.
- Pile length varies from 20' to 45'.
- Wall will have architectural treatment for aesthetic - Rugged Flagstone/chocolate



SG130-2  
Chocolate

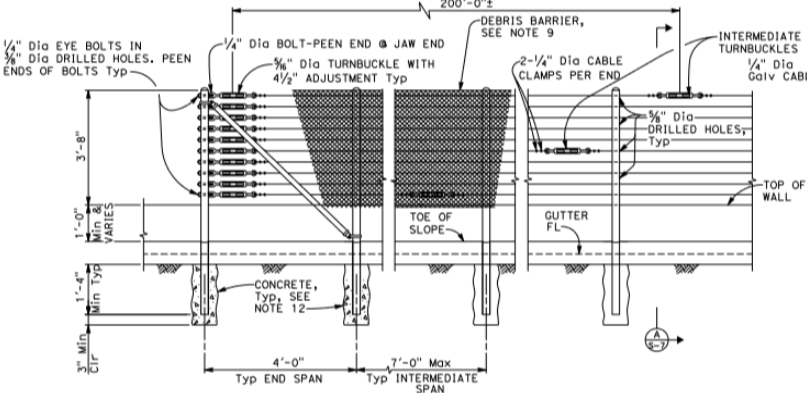
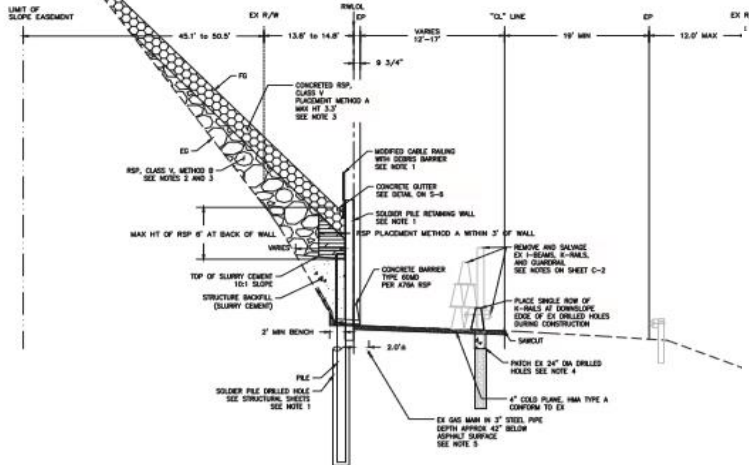
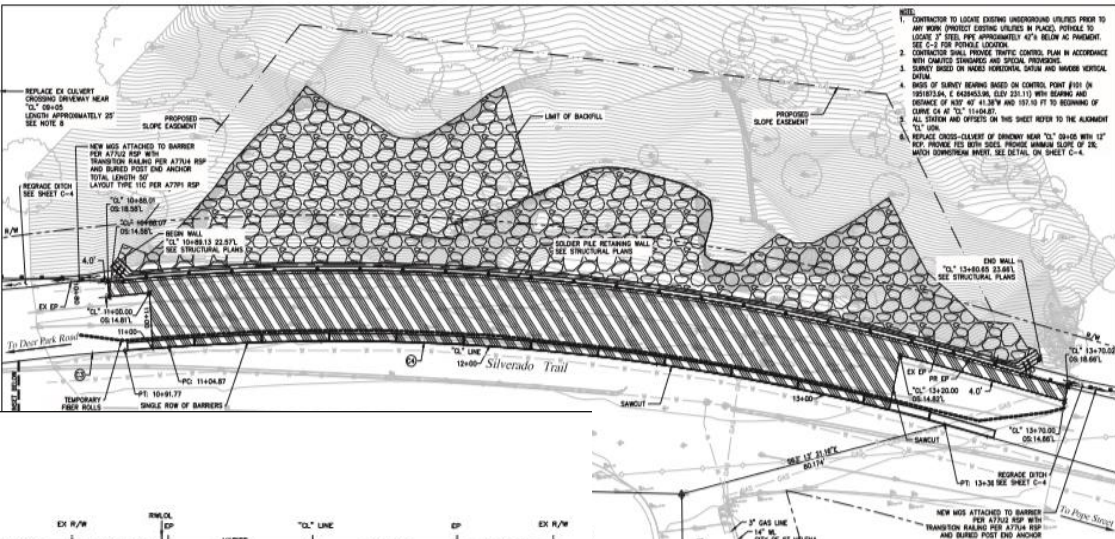


# Proposed Repair (cont.)

## Other components:

- Slope behind the wall varies from 5 to 47 feet with a reach of 7 to 65 feet.
- The slope will be backfilled with rock slope protection and concreted rock slope protection (300 lb./brown)
- Modified cable railing with debris barrier
- Guardrail system
- Grinding and overlay
- Signing and striping

# Proposed Repair (cont.)





# Proposed Repair (cont.)



# Construction Sequence

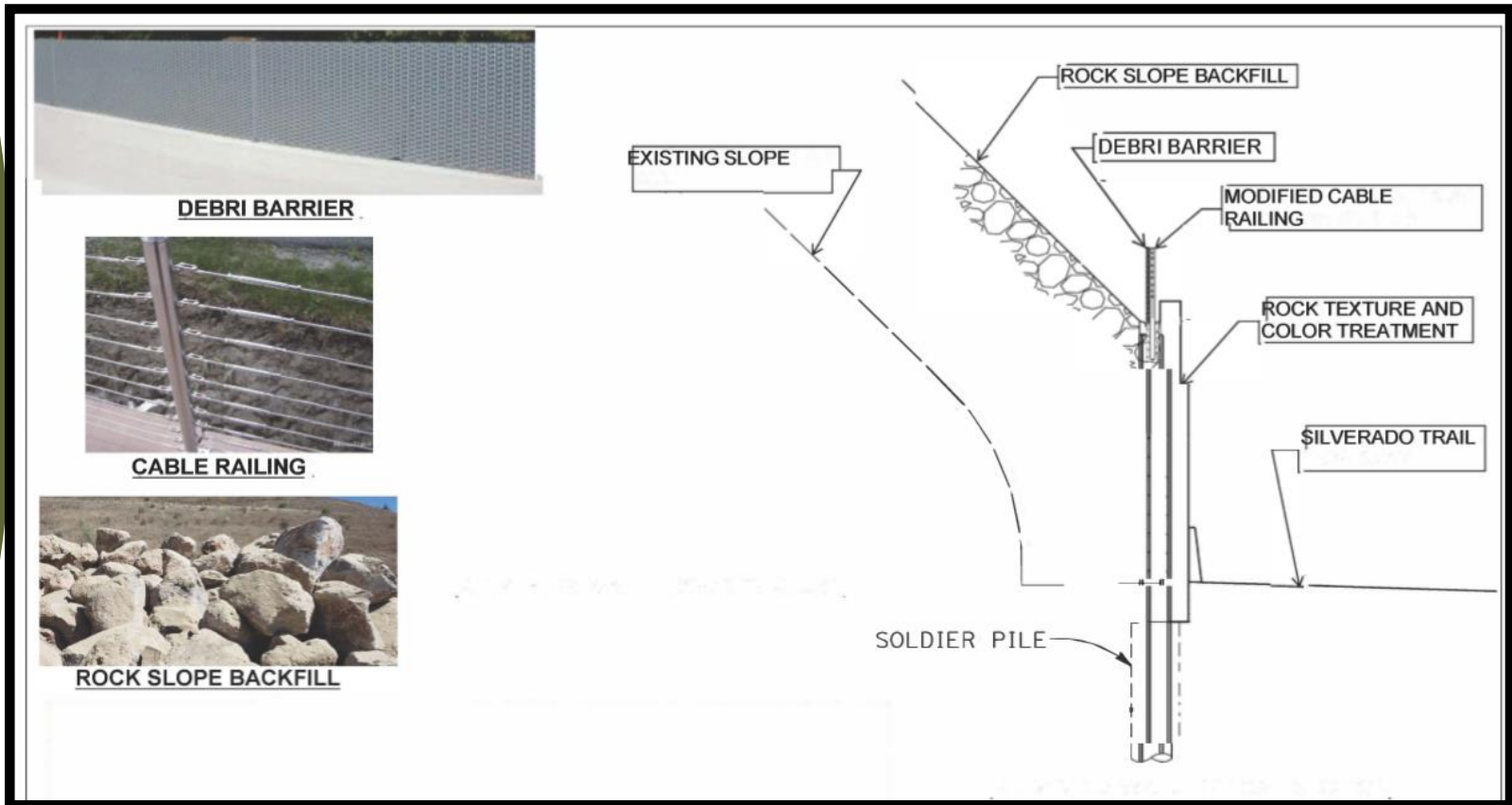
- Mobilization
- PG&E gas line hand potholing
- Deconstruct temporary pile/K-Rail wall and salvage
- Establish work zone barriers
- Clearing & Grubbing and Debris Removal
- Drill hole & set 41 steel soldier pile, backfill with concrete (2 weeks)
- Construct concrete barrier & retaining wall with architecture treatment (3 weeks)
- Rip Rap Placement (2 weeks)
- Paving/Striping/Signage
- Install Cable Rail/Debris Barrier/Guardrails
- Demobilization



# Information

- Contractor – McCullough Construction
- Start/End Dates – Mobilization 6/24/19 – 9/30/19
- What to expect during construction:
  - Work hours – 5 am to 3 pm
  - One lane closure during works hours, all lanes open from 3 pm to 7 pm
  - Some traffic delays during work hours
  - Safety is the highest priority – with uphill rip rap placement

# Questions?







A Tradition of Stewardship  
A Commitment to Service

# Thank You





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution authorizing the release of unclaimed checks per Section 50053 of the Government Code of the State of California allowing for unclaimed checks held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served.

**CEQA Determination:** Categorically exempt from CEQA, Sections 15323, 15061

**Prepared By:** Jennifer Weeks, Accounting Technician

**Reviewed By:** April Mitts, Finance Director

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

Section 50053 of the Government Code of the State of California allows for unclaimed checks which have been held over three years to become the property of the local agency after notice if not claimed and if no verified complaint is filed and served. Section 50050 of the California Government Code outlines the notification process for escheating unclaimed checks, and Section 50052 describes the claiming process. Attached is a listing of all outstanding checks that meet this criteria. Section 50055 authorizes the transfer without publication of checks under \$15.00 which are more than one year old.

On December 13, 2016, City Council approved Resolution 2016-170 approving Administrative Policy P-FI-0006 establishing an escheat policy for unclaimed money allowing the City to address unclaimed checks.

**DISCUSSION**

Pursuant to the City's Escheat Policy, City staff initiated action to print required notifications in the local newspaper for unclaimed checks held over three years. The ad



ran in the St. Helena Star for two consecutive weeks on Thursday, March 7, 2019 and March 14, 2019.

On April 5, 2019, City staff posted a copy of the ad on the City's website under the Finance Department's webpage (<http://cityofstheleena.org/finance/page/escheat-policy-unclaimed-money>); the list was removed on April 23, 2019, at 8:00 a.m.; the deadline to file a claim was April 22, 2019.

The City received two claims on the outstanding checks for a total of \$20,534.04.

**FISCAL IMPACT**

A credit to the following funds will occur: General Fund (101) - \$2,053.40, Public Safety Fund (224) - \$853.09, Recreation Program Fund (289) - \$478.66, Tweed Trust Fund (384) - \$71.78, Water Fund (561) - \$45.34 and Sewer Fund (571) - \$3,325.00 (Attachment 1).

**RECOMMENDED ACTION**

Staff recommends City Council adopt a Resolution Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050, 50053 and 50055 to the City of St. Helena (Attachment 2).

**ATTACHMENTS**

[Escheat Checks for FY 18-19 by Fund](#)  
[Resolution 2019- Release of unclaimed checks](#)

Attachment 1

**ESCHEAT CHECKS BY FUND**

| Fund/Check                      | Check Date                   | Clear     | System | Vendor/Employee | Vendor/Employee Name              | Amount             |
|---------------------------------|------------------------------|-----------|--------|-----------------|-----------------------------------|--------------------|
| 91824                           | 06/29/2015                   | Uncleared | AP     | /FERNALA        | Fernandez Larry                   | 65.00              |
| 91831                           | 06/29/2015                   | Uncleared | AP     | /HERJESS        | Hernandez Jessica                 | 50.00              |
| 92734                           | 10/09/2015                   | Uncleared | AP     | CERNER          | Cerner Corp, RevWorks EBO         | 380.00             |
| 92854                           | 10/23/2015                   | Uncleared | AP     | AR-Neef         | Richard Neefe                     | 4.40               |
| 95007                           | 06/23/2016                   | Uncleared | AP     | /BURR           | Burr Russ                         | 45.00              |
| 95009                           | 06/23/2016                   | Uncleared | AP     | /DAVISL         | Davis Lenore                      | 100.00             |
| 96114                           | 10/28/2016                   | Uncleared | AP     | /HACKETT        | Hackett Allison Sage              | 979.16             |
| 96114*                          | 10/28/2016 - SB-1186 State F | Uncleared | AP     | /HACKETT        | Hackett Allison Sage              | 1.00               |
| 96254                           | 11/08/2016                   | Uncleared | AP     | /ARCHON         | Archon Energy Solutions           | 177.54             |
| 96267                           | 11/10/2016                   | Uncleared | AP     | /AMBLONG        | Long Amber                        | 50.00              |
| 96634                           | 12/21/2016                   | Uncleared | AP     | /MAMOSER        | Moser Matthew                     | 100.00             |
| 96635                           | 12/21/2016                   | Uncleared | AP     | /MOALLEN        | Allen Morgan                      | 100.00             |
| 98711                           | 08/03/2017                   | Uncleared | AP     | /TRAINOR        | Trainor Builders                  | 0.30               |
| 100900                          | 03/14/2018                   | Uncleared | AP     | /JJEFFER        | Jefferson Joseph                  | 1.00               |
| <b>101</b>                      | <b>General Fund</b>          |           |        |                 |                                   | <b>\$ 2,053.40</b> |
| 91027                           | 03/19/2015                   | Uncleared | AP     | ZEE             | Zee Medical Company               | 31.72              |
| 94003                           | 02/24/2016                   | Uncleared | AP     | CCJWSA          | CCJWSA                            | 25.00              |
| 96561                           | 12/07/2016                   | Uncleared | AP     | PROFORCE        | Proforce Law Enforcement          | 796.37             |
| <b>224</b>                      | <b>Public Safety (COPS)</b>  |           |        |                 |                                   | <b>\$ 853.09</b>   |
| 91950                           | 07/09/2015                   | Uncleared | AP     | BENICIA         | Benicia Old Capital Classic       | 450.00             |
| 96421                           | 11/22/2016                   | Uncleared | AP     | /JRAYNER        | Rayner Julie                      | 5.00               |
| 96426                           | 11/22/2016                   | Uncleared | AP     | /LMENDES        | Mendes Laura                      | 10.00              |
| 101130                          | 03/28/2018                   | Uncleared | AP     | /SCHAVEZ        | Chavez Samuel                     | 13.33              |
| <b>289</b>                      | <b>Recreation Program</b>    |           |        |                 |                                   | <b>\$ 478.33</b>   |
| 91060                           | 03/27/2015                   | Uncleared | AP     | NOLO            | Nolo                              | 28.78              |
| 92585                           | 09/25/2015                   | Uncleared | AP     | CALIS           | Calistoga Tribune                 | 43.00              |
| <b>384</b>                      | <b>Tweed Trust</b>           |           |        |                 |                                   | <b>\$ 71.78</b>    |
| 91321                           | 04/24/2015                   | Uncleared | AP     | UB*00190        | Juncker Edmund                    | 11.85              |
| 93667                           | 01/14/2016                   | Uncleared | AP     | UB*00231        | Lawrence Westin                   | 4.43               |
| 95178                           | 07/07/2016                   | Uncleared | AP     | UB*00252        | Kelly Matthew                     | 3.59               |
| 95179                           | 07/07/2016                   | Uncleared | AP     | UB*00253        | Miller Todd                       | 12.62              |
| 96578                           | 12/07/2016                   | Uncleared | AP     | UB*00279        | Anderson Holly                    | 7.99               |
| 97419                           | 03/17/2017                   | Uncleared | AP     | UB*00298        | Kowalski Michael                  | 4.86               |
| <b>561</b>                      | <b>Water Enterprise</b>      |           |        |                 |                                   | <b>\$ 45.34</b>    |
| 93497                           | 12/22/2015                   | Uncleared | AP     | SHUSD           | St Helena Unified School District | 3,325.00           |
| <b>571</b>                      | <b>Sewer Enterprise</b>      |           |        |                 |                                   | <b>\$ 3,325.00</b> |
| <b>ESCHEAT SUBMISSION TOTAL</b> |                              |           |        |                 |                                   | <b>6,826.94</b>    |

Attachment 2

**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-XX**

**RESOLUTION AUTHORIZING THE RELEASE OF  
UNCLAIMED MONIES PURSUANT TO SECTION 50055  
OF THE GOVERNMENT CODE OF THE STATE OF  
CALIFORNIA**

**RECITALS**

- A. Sections 50050-50056 of the Government Code of the State of California outlines the process for the notification process of the unclaimed checks; and
- B. Section 50055 of the California Government Code allows for unclaimed checks of less than \$15.00 or any amount if the depositor's name is unknown, to become the property of the local agency after a period of one (1) year without the necessary publication of a notice in a newspaper; and
- C. Section 50050 of the California Government Code allows for unclaimed checks more than three (3) years old to become the property of the local agency following publication in the local newspaper; and
- D. Each of the checks listed on the attached summary meets this criteria.

**RESOLUTION**

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

1. A credit to the following funds of the City of St. Helena, in accordance with the provisions of Sections 50050-50056 of the California Government Code, on the attached list in the total amount:

General Fund (101) - \$2,053.40  
Public Safety (COPS) Fund (224) - \$853.09  
Recreation Fund (289) - \$478.33  
Tweed Trust Fund (384) - \$71.78  
Water Fund (561) - \$45.34  
Sewer Fund (571) - \$3,325.00

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019 by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafoopoulos, City Clerk







Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed adoption of a Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2019, between the hours of 5:30 pm and 8:00 pm. This event request includes approval of a mobile food vendor with two parking spaces on Main Street, one local food purveyor, local merchandise, and beer or wine vendors

**CEQA Determination:** Categorically Exempt, Section 15323

**Prepared By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Reviewed By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

This June marks the 31st year the St. Helena Chamber of Commerce has hosted the Concerts in the Park Event. Attendance consists of St. Helena residents, friends throughout Napa County, and summer visitors who come to visit St. Helena. It is very much a family event with all age groups represented. Typical attendance is 125-150 people per event.

**DISCUSSION**

The City Municipal Code does not include provisions for reserving Lyman Park, allowing mobile food vendors, or authorizing the waiver of fees. Consequently, the Chamber is required to submit an encroachment permit along with the required insurance and fee. The Chamber has requested the permit fee of \$200 be waived and the City Manager has the authorization to waive the fee. In addition, the Chamber is requesting the mobile food vendor be allowed to park in two parking spaces on Main Street. Parking in the two

spaces would be reserved between the hours of 3:00 p.m. and 8:00 p.m. on event dates for the purpose of allowing a mobile food vendor to set up and serve.

It is important to note that Main Street right-of-way is owned by Caltrans, and the City is only responsible for parking enforcement. If Main Street parking is authorized, the Chamber will coordinate with Caltrans to obtain an additional encroachment permit for the street parking as necessary.

**FISCAL IMPACT**

The applicant has requested the City Manager waive the encroachment fee in the amount of \$200.

**RECOMMENDED ACTION**

Staff recommends City Council adopt the Resolution approving the St. Helena Chamber of Commerce to host the musical entertainment event, Concerts in the Park, at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2019, between the hours of 5:30 pm and 8:00 pm. This event request includes approval of a mobile food vendor with two parking spaces on Main Street, one local food purveyor, local merchandise, and beer or wine vendors.

**ATTACHMENTS**

[RESO - Concerts in the Park Series](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2019-**

**APPROVING THE ST. HELENA CHAMBER OF COMMERCE TO HOST THE MUSICAL ENTERTAINMENT EVENT, CONCERTS IN THE PARK, AT LYMAN PARK ON THE 2ND AND 4TH THURSDAYS OF JUNE, JULY AND AUGUST OF 2019, BETWEEN THE HOURS OF 5:30 PM AND 8:00 PM. THIS EVENT REQUEST INCLUDES APPROVAL OF A MOBILE FOOD VENDOR WITH TWO PARKING SPACES ON MAIN STREET, ONE LOCAL FOOD PURVEYOR, LOCAL MERCHANDISE, BEER OR WINE VENDORS**

**RECITALS**

- A. The Municipal Code for the City of St. Helena does not allow or disallow mobile food vendors in areas designated as “Park District”, and
- B. The St. Helena City Council has the authority to regulate the use of public property, and
- C. This event will be open to the general community; and
- D. The St. Helena Chamber of Commerce has requested permission to host musical entertainment and vendors, including for profit sales of St. Helena branded merchandise, sales by one local food purveyor, and one winery or brewery per event at Lyman Park on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of June, July and August of 2019, between the hours of 5:30pm and 8:00pm, and
- E. In consideration of the benefits of this event to the City, the City Council also desires to regulate the use of public property to include a mobile food vendor; and
- F. The Chamber would like to utilize two parking spaces on Main Street located as noted on site plan, per event for the mobile food vendor.

**RESOLUTION**

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

- 1. Permission is hereby granted to the St. Helena Chamber of Commerce to use Lyman Park for their “Concerts in the Park” event series.
- 2. The St. Helena Chamber of Commerce can coordinate one mobile food vendor per event.
- 3. Two parking spaces on Main Street will be reserved for the mobile food vendor between 3:00 pm and 8:00 pm on the days of the event.
- 4. Mobile food vendor must:
  - a. Possess a valid City of St. Helena Business License; and

- b. Only operate business between 5:30pm to 8:00pm; and
  - c. Possess a valid Napa County Health Permit.
5. The City Council finds the activity is CEQA Categorically Exempt, Section 15323.

**I HEREBY CERTIFY** that this Resolution was adopted at a regular meeting of the City Council held on May 28, 2019 by the following roll call vote:

**Mayor Ellsworth:**

**Vice Mayor Dohring:**

**Councilmember Chouteau:**

**Councilmember Knudsen:**

**Councilmember Koberstein:**

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafoopoulos, City Clerk



Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and Proposed Approval of a Resolution revising the scope of work for the Crane Park Light Improvements, Project C19-03 to include a light study

**CEQA Determination:** Class I Categorical Exemption under Section 15301 of CEQA

**Prepared By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Reviewed By:** Andre Pichly, Parks & Recreation Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

On February 12, 2018, the Parks and Recreation Commission developed a prioritization list for potential Capital Improvement Projects (CIP). The top priority of the Commission was the resurfacing of the tennis courts at Crane Park which is currently included in the adopted Fiscal Year 2018-2019 Capital Improvement Program Budget under CIP Project C19-02, Rehabilitate Crane Park Tennis Courts. In addition to the resurfacing of the courts, staff recommended the upgrading of the tennis court lighting to a more efficient LED system prior to resurfacing the courts. It was also recommended that other areas in Crane Park with older lighting systems, such as the Bocce Courts, Skate Park, and sand volleyball court, be upgraded to LED systems as well. Lastly, staff encouraged the Commission to consider the benefit of adding path lighting to areas of Crane Park to enhance the safety and security of users that may be in the park after sunset but before the park closes at 10 pm.

The Parks & Recreation Department held two open meetings at Crane Park next to the tennis courts for members of the tennis community and neighbors of Crane Park. Invitations were sent out via email, the City's Active Registration data base, social media, signage at the tennis courts, and word-of-mouth. The first meeting was held on Wednesday evening, September 26, 2018, and the second on Monday morning, October 1, 2018. Both dates and times were selected based on input from members of



the tennis community, as well as some of the tennis pros who teach out at Crane Park. Each meeting was attended by about a dozen members of the tennis community in addition to City staff, a Parks and Recreation Commissioner, and a City Council member. Staff invited a tennis court construction consultant and an outdoor sports facility lighting consultant to each of the meetings to describe options for court replacement or resurfacing, and upgrading of our current lighting system. During each meeting community members were able to share their thoughts and concerns for court resurfacing, lighting, court amenities and aesthetics, and the timing of the projects. This discussion, along with the attendees opportunity to discuss their ideas and concerns with the consultants was very productive. Each meeting lasted about one-hour. Between both meetings there was enthusiastic support to proceed with installing a slip-sheet on the center 4 courts, to resurface the 2 single courts, and upgrade the lighting system to a more efficient LED system that would have enhanced controls and reduced light spillage.

Parks and Recreation Commission also discussed and endorsed the use of Park Impact Fees for the upgrading of all Crane Park's existing lighting to LED systems as CIP Project C19-03. This would include the tennis courts, bocce courts, skate park, and sand volleyball court. These upgrades would use the existing lighting infrastructure. LED fixtures would replace the current metal halide fixtures and the existing control system would be replaced with a more advanced control system. LED lights last up to 130,000 hours, whereas metal halide bulbs have an operating life of around 15,000 hours. Further, LED lighting is expected to result in a cost savings of 30% in the City's energy bill. In addition, new path lighting was also discussed and endorsed. Stand-alone solar-powered lighting fixtures would be installed in areas in the park that need supplemental lighting to aid in park users leaving the tennis courts, bocce courts, and skate park after the lights have been turned off and to aid park users vehicles.

### **DISCUSSION**

On November 27, 2018, City Council approved a resolution authorizing the Crane Park Light Improvements, Project C19-03 and a project budget of \$30,000 from Park Impact Fee funds to construction the project. The initial project budget was based on estimates provided by a contractor. However, it was discovered in early 2019 that the estimate was only for installation and not the actual LED lights and equipment. At the same time there was a concern expressed from the community that the lighting upgrades would not address light pollution at the tennis courts and that a light study should be completed specifically for the tennis courts prior to any light upgrades. Staff took both updates to the Parks and Recreation Commission for discussion and it was recommended by staff that a light study should be completed by a consultant and that the same consultant would provide an equipment recommendation as well as an updated project estimate for completion.

Staff has since investigated costs for a light study and equipment recommendation and believes it will cost approximately \$15,000. Staff is recommending City Council approve additional scope of work for CIP 19-03 Crane Park Light Improvement to include a light study. Once approved, staff can proceed with selecting a consultant, it is anticipated

that the study and recommendation could be completed within three months upon execution of an agreement. Once complete, updated information and costs will be brought to City Council for consideration.

The project is exempt from the requirements of CEQA pursuant to Section 15301 which exempts the maintenance and minor alteration of existing facilities and 15303 which exempts the construction of limited numbers of new, small structures and equipment.

**FISCAL IMPACT**

The anticipated cost for the consultant is within the approved project budget of \$30,000. New budget recommendations will be made to City Council at the conclusion of the light study.

**RECOMMENDED ACTION**

Staff recommends City Council adopt a Resolution revising the scope of work for the Crane Park Light Improvements, Project C19-03 to include a light study.

**ATTACHMENTS**

[Attachment 1 Resolution for Crane Park Lights Update Scope of Work](#)

**CITY OF ST. HELENA**

**RESOLUTION No. 2019-**

**Revising the scope of work for  
the Crane Park Light  
Improvements, Project C19-03  
to include a light study.**

**RECITALS**

- A. On November 27, 2018, City Council approved a resolution authorizing the Crane Park Light Improvements, Project C19-03 and a project budget of \$30,000 from Park Impact Fee funds to construction the project; and
- B. The initial project budget was based on estimates provided by a contractor that were later discovered to only include the cost of installation and not the actual LED lights and equipment; and
- C. At the same time there was a concern expressed from the community that the lighting upgrades would not address light pollution at the tennis courts and that a light study should be completed specifically for the tennis courts prior to any light upgrades; and
- D. The Parks and Recreation Commission was provided an update and concurred with staff recommendation that a light study should be completed by a consultant and that the same consultant would provide an equipment recommendation as well as an updated project estimate for completion; and
- E. The costs for a light study and equipment recommendation would cost approximately \$15,000; and
- F. Staff is requesting that City Council approve the additional scope of work to include a light study allowing staff to proceed with selecting a consultant with an update to City Council in Fiscal Year 2019/20

**RESOLUTION**

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

1. The project is exempt from the requirements of CEQA pursuant to Section 15301 which exempts the maintenance and minor alteration of existing facilities and 15303 which exempts the construction of limited numbers of new, small structures and equipment.
2. Approves additional scope of work for CIP 19-03 Crane Park Light Improvement to include a light study.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019 by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_  
Councilmember Chouteau: \_\_\_\_\_  
Councilmember Knudsen: \_\_\_\_\_

APPROVED:    ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafofoulous, City Clerk



## Cindy Tzaopoulos

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**From:** Mark Smithers <msmithers@tfewines.com>  
**Sent:** Saturday, May 18, 2019 7:34 PM  
**To:** Erica Ahmann Smithies  
**Cc:** Andre Pichly; matthew@demchuk.com; Cindy Tzaopoulos  
**Subject:** Park and Recreation Commission mw  
**Attachments:** tennis court lighting memo.pdf; photo (003).jpg; photo.jpg

Erica,

Referring to agenda item 6.1 Crane Park Lighting Upgrades, I've attached a 2014 memo regarding the tennis court lights which includes commercial lighting information and a couple pictures that highlight the spillage issue. This information has been provide to Park and Recreation Commissions in the past and to City Council as well. I was not sure if you had ever seen this communication and additional information.

In addition to the bit of background attached, I do have a few comments regarding the draft staff memo:

- I recall that it just wasn't efficient use of electricity, longer lasting bulbs, and time to get the lights bright that staff recommended the upgrade. They were also recommending the upgrade to fix the light pollution and spillage issue which they recognized is a significant issue from the start.
- I attended the second meeting at the courts as a neighbor affected by the lights, not as a tennis community member.
- A very important point of the community meeting presented by the lighting consultant was related to glare, spillage, and light pollution. He provide that the lights should be upgraded based on IES (Illuminating Engineering Society) standards which in our situation will relate to glare, spillage, light pollution which quite likely are affected by the light pole heights. The consultant said this at the meeting I attended. As such the potential for changing the existing infrastructure exists.

I offer all this to ensure the memo to city council is more fully inclusive of certain details.

Thanks

Mark

**Mark Smithers | Senior Vice President, Finance**  
**Trinchero Family Estates**  
 Office: 1-707-302-3027 | Ext. 2612 | Mobile: 1-707-290-4508  
 msmithers@tfewines.com

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February 21, 2014

Park and Recreation Committee  
City of St Helena  
St Helena, California

As we will be unable to attend the meeting this Monday, we are providing the following comments as it relates to the tennis court lighting. There are short term and long term solutions to these issues and concerns.

1. Tennis court lights are often on for hours with no players on the courts. This costs money, is a general waste of resources, and there is no point to polluting the night's sky for no benefit.

Solution: Provide an off switch / button that will allow responsible tennis players the opportunity to turn the lights off when they leave.

2. Generally all tennis courts are lighted when only one or two courts are being used. There are four lighting "zones." Each of the two sets of interior courts is a zone and each of the outside single courts is a zone. Often unfamiliar infrequent users are confused by the signage and end up turning on all four zones.

Solution: Improve the signage so it is clear how the on buttons correspond to the courts. Add signage requesting players to only turn on court lights that are needed. Provide an off switch / button that will allow courts turned on by mistake to be turned off.

3. Tennis court lights throw off a tremendous and far reaching glare. Shadows cast by the tennis court lights affect an area more than 500 feet away. Houses across from the courts on South Crane are completely lit up requiring them to keep their blinds closed at all times. The yards of the first few houses on Vallejo Street are completely lit up. We actually have a shadow cast inside our house in our pantry room and TV room from the tennis court lights.

Solution: The lighting angles should be decreased such that they are angled down more directly. Many of the lighting angles cast well beyond the intention and needs of a public tennis court. It is simple geometry based on the height of the light standards and the width of the court in conjunction with the number of light standards existing. For instance, on the single courts there are sets of lights on both sides of the court. As such the lights need to be angled to only cover a little more than half the court not more than the entire court as they are now. The interior courts have the same issue. This is partially why there is so much light cast into the neighborhood.

Long term the correct solution is to remove the current lighting. The current lighting is not tennis court specific lighting; it is baseball and stadium lighting. Appropriate specialized tennis court lights use shorter light standards, reduce dark spots on the courts, and are more directional thereby reducing light cast off beyond the courts. The quote below related to lighting from Saviano Co Inc that installed the lighting at Pepperdine University (one of the elite college tennis teams) maybe helpful.

"It is important to stay with specialized tennis court lighting. Don't use baseball or parking lot lights. Tennis court lights are very directional, in that they put the light where you need it on a court and they also have very little "over splash" to areas adjoining the court. The directional nature of quality fixtures means that we can put 60 or more footcandles on a court and have fewer than 2 footcandles six feet outside the court itself.

Lights are mounted on average 20' above the court surface....."

We have attached the portion of the tennis court booklet from the Saviano website pertaining to lighting. We have also attached a booklet from Courtsider Sports Lighting on Full Cutoff Sports Lighting Community-Friendly Illumination for Sports Facilities. Attached are two night time photos (taken without flash); one of a neighbor on South Crane and one of the tennis court lights from South Crane.

We look forward to an improved situation for all.

Respectfully,



Mark and Pam Smithers  
1819 Vallejo Street  
St Helena, California

### COURT LIGHTING

Many people find that having a lighted court adds greatly to their enjoyment of their court. If you think you might ever want lights, PUT THEM IN NOW!! Many communities are restricting new lighting installations and installing now not only gives you the lighting, but it also give you a major plus when it comes to resale value. Tennis players will pay a premium for a house with a court and a significant premium for a court with lights, in a community that does not allow new light installations.

It is distressing to see courts that have just 2 or 4 lights which cannot possibly provide adequate lighting. If you are going to go to the expense of putting them in (posts, trenching, switching and connection to the panel), why not do it correctly? Even a set of six lights on a court (3 on each side) will only give marginal lighting.

The best bulbs for lighting are 1,000 metal halide bulbs, as they give a true white light, are relatively efficient and have a long life expectancy (important when you consider changing bulbs at a height of 20'). They take a few minutes to warm up, but other than that, they work exceedingly well. You can also consider 1,500 metal halide bulbs; however, their life expectancy is about half that of 1,000 watt bulbs. The size and design of the built-in reflectors are quite important, not only to put the light where you want it but to accommodate 1,500 watt bulbs in the future, should you ever want to change to them.

It is important to realize that as soon as new bulbs are installed, they start a long process of wearing out. While good quality 1,000 metal halide bulbs will give 12,000 + hours of service before finally burning out. Over that life span they are going to lose around 30% of the light that they were originally putting out. So, when planning your lighting, don't cut corners. Put in more than you need, so that over the life of the bulbs, you will always have adequate lighting to keep your game in focus.

The quality of lighting on a tennis court is measured in FOOTCANDLES. Be careful not to just look at AVERAGE footcandles because this can be a misleading number. You need to be careful of the variation in footcandles across a court. So, while the average can be high, dark zones can make a court very difficult to play. To best judge court lighting, you need to look at a photometric diagram of the lighting pattern that proposed lights will give you on your court. This breaks your court surface into individual footcandle readings for every square yard of surface. You want to avoid the "dark zones" across the court which is the problem with just 4 or 6 lights, and you want to meet or exceed the following footcandle guidelines:

40+ footcandles without dark zones will produce barely acceptable lighting. You can play, but it is easy to not see balls, particularly as the caliber of play is increased. Most folks whose vision isn't what it "used to be" find this unacceptable lighting. (6 - 1,000 watt lights will meet this standard.)

50+ footcandles without dark zones produces somewhat acceptable lighting for private and club courts. Again, those who don't have the eyesight they had in younger years will find fault with the lighting, particularly if the caliber of play is stepped up. (8 - 1,000 watt lights will meet this standard.)

60+ footcandles and up without dark zones provides lighting that will accommodate a wide range of caliber of play. ( 8 - 1,000 watt bulbs with extra sized reflectors will meet and exceed this, or you can well exceed it with 10 - 1,000 watt bulbs with standard reflectors.)

70+ footcandles and up represent the "top of the line" when it comes to court lighting. High caliber and tournament levels of play are readily accommodated, as well as meeting the needs of those whose eyesight isn't quite as good as it once was. This standard can be met by 8 plus - 1,000 watt bulbs mounted in oversize reflector units.

It is important to stay with specialized tennis court lighting. Don't use baseball or parking lot lights. Tennis court lights are very directional, in that they put the light where you need it on a court and they also have very little "over splash" to areas adjoining the court. The directional nature of quality fixtures means that we can put 60 or more footcandles on a court and have fewer than 2 footcandles six feet outside the court itself.

Lights are mounted on average 20' above the court surface and need to be mounted on a minimum of 3 1/2" OD SS-40 or Schedule 40 poles set in approximately 48" deep and 18" diameter footings. Conduit to the lights can either be underground or along the top of the fencing (painted to match so that it disappears). The above ground installation has the advantage of avoiding water seepage and provides ease of future access if needed. Lights always require an electrical permit and, in almost all cases, require additional planning department approvals prior to applying for the permit.

The switching for tennis court lighting should have a switch both at the court and in the house. This permits the lights to be conveniently turned on while playing (also denies opponents the excuse of interrupting a tie breaker just because they can't see too well at midnight). It further allows you lighting as you depart the court to head into the house. Prior to the switches, we like to recommend having a timeclock that makes the switches inoperative before and after certain times. The timeclock can prevent the lights from being turned on by mistake during the day and can also help to remind you of any local lighting restrictions or agreements with neighbors to restrict lighting to not later than a certain time during evenings.

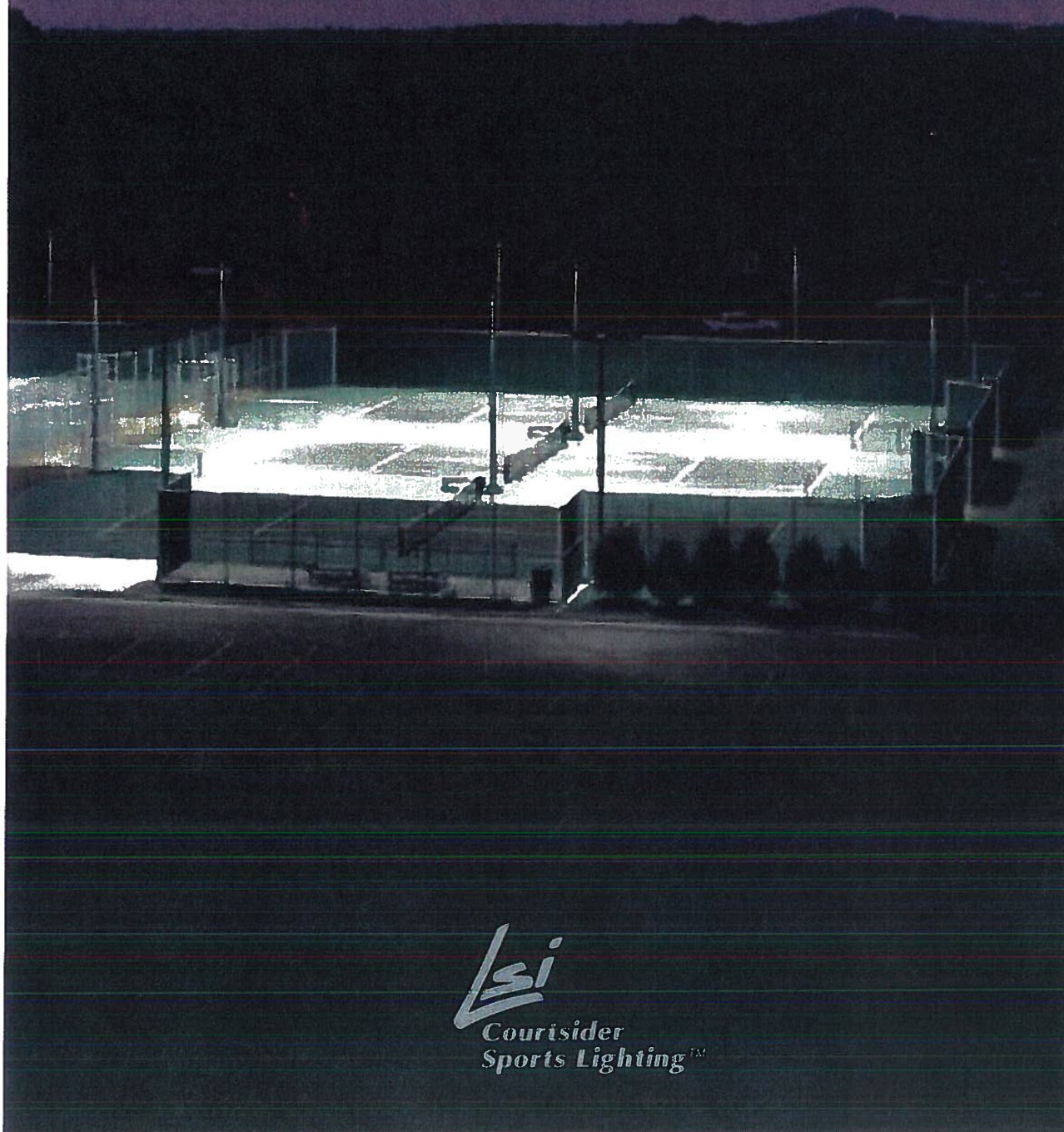
If you put in lights, it makes sense to also put in a GFI electrical outlet at the base of one of the light poles. This costs little to install and it will be needed for a ball machine or other equipment.

When lights are first put in, they obviously need to be connected to your existing electrical panel, which may or may not have either sufficient total capacity or have an available circuit with the needed capacity. In general, eight 1,000 bulbs will require just under a 50 amp circuit. Most lights can be wired to a variety of voltage levels.



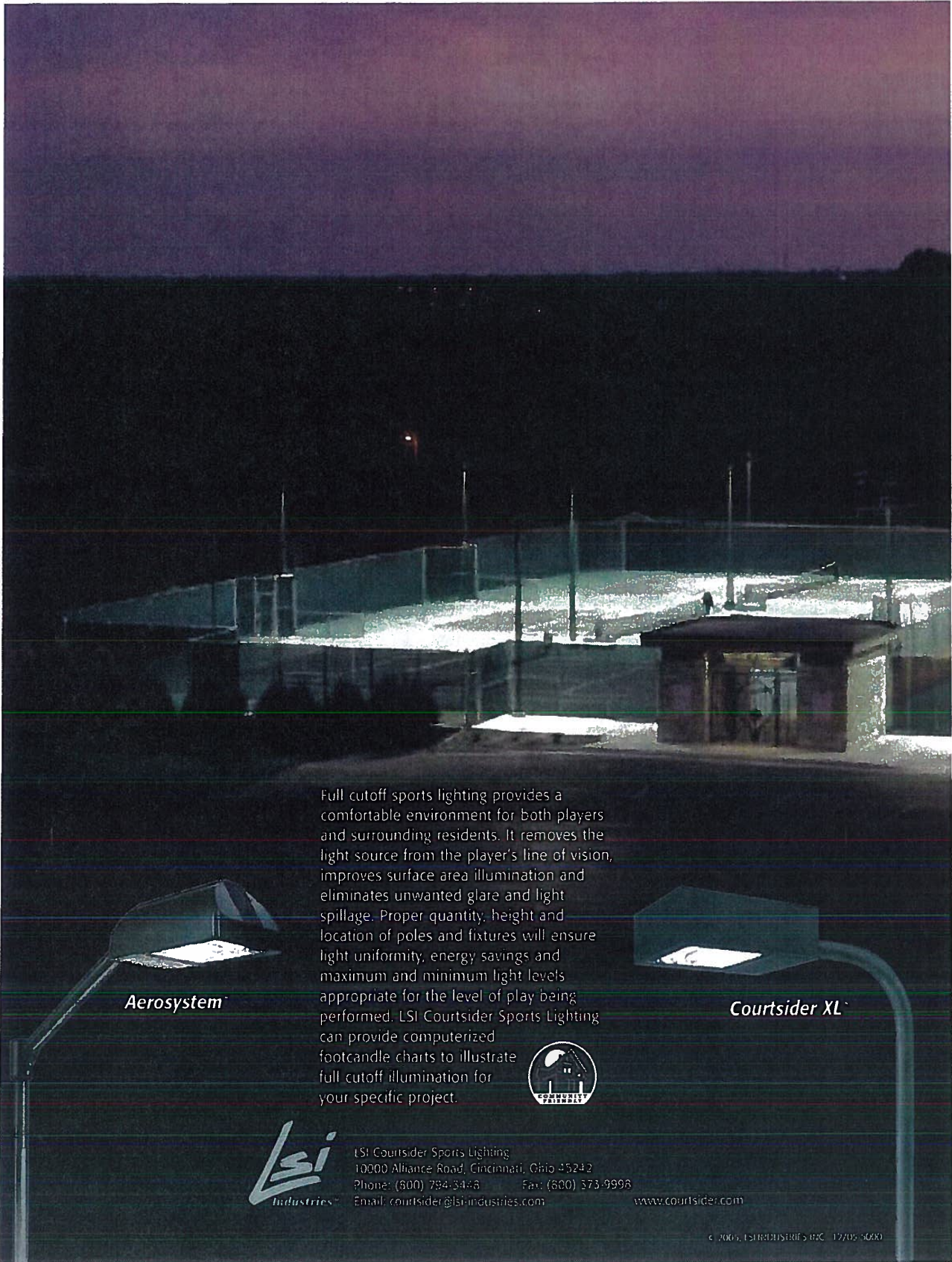
# Full Cutoff Sports Lighting

Community-Friendly Illumination for Sports Facilities



**lsi**  
Courisider  
Sports Lighting™





Full cutoff sports lighting provides a comfortable environment for both players and surrounding residents. It removes the light source from the player's line of vision, improves surface area illumination and eliminates unwanted glare and light spillage. Proper quantity, height and location of poles and fixtures will ensure light uniformity, energy savings and maximum and minimum light levels appropriate for the level of play being performed. LSI Courtsider Sports Lighting can provide computerized footcandle charts to illustrate full cutoff illumination for your specific project.

**Aerosystem™**

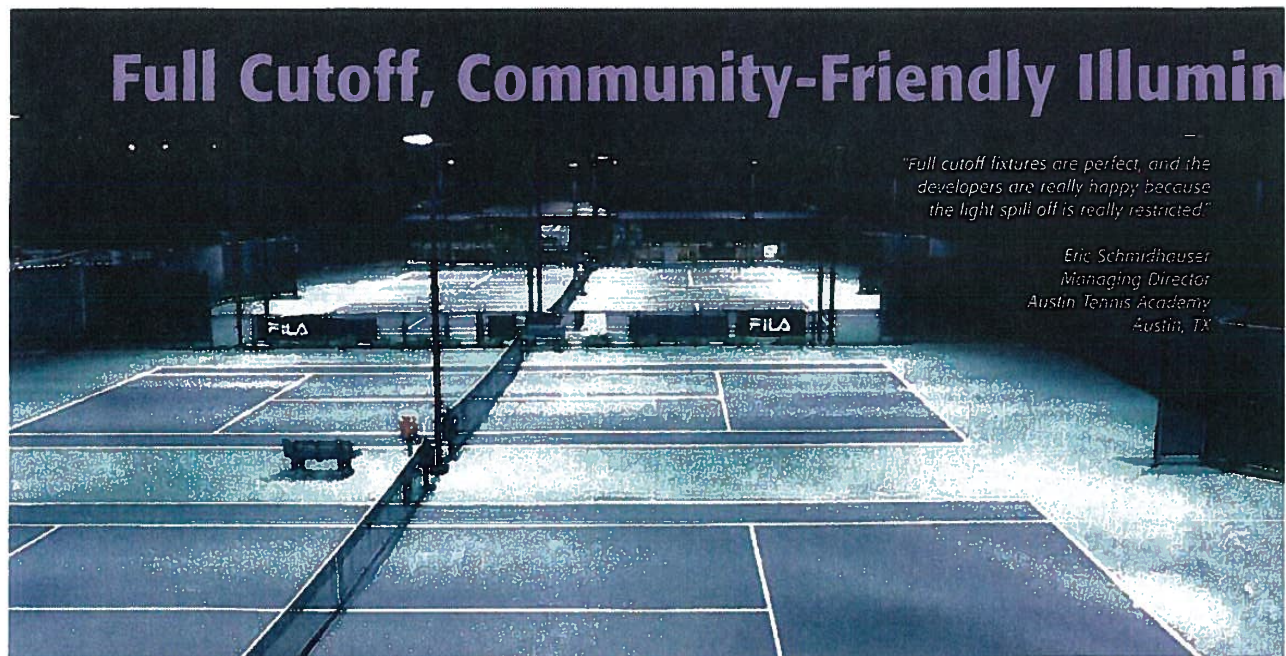
**Courtsider XL™**

**LSI Industries™**

LSI Courtsider Sports Lighting  
 10000 Alliance Road, Cincinnati, Ohio 45242  
 Phone: (800) 794-3448 Fax: (800) 373-9998  
 Email: courtsider@lsi-industries.com [www.courtsider.com](http://www.courtsider.com)

© 2003, LSI INDUSTRIES INC. 12/02-5080





"Full cutoff fixtures are perfect, and the developers are really happy because the light spill off is really restricted."

Eric Schmidhauser  
Managing Director  
Austin Tennis Academy  
Austin, TX

Nighttime lighting at outdoor recreational facilities poses special challenges for planners, developers and facility owners. The challenge is to provide sufficient illumination for players and fans, while at the same time reducing the impact the lighting may have on surrounding residents and the quality of their nighttime environment.

Full cutoff, community-friendly sports lighting provides brilliant illumination on the playing area, while also eliminating the three most common concerns associated with typical sports floodlighting systems:

#### Glare

The harsh brightness produced by floodlighting fixtures that can be seen from great distances (sometimes miles away).

#### Light Trespass

The uncontrolled illumination that spills past the sports facility boundaries and into neighborhoods.

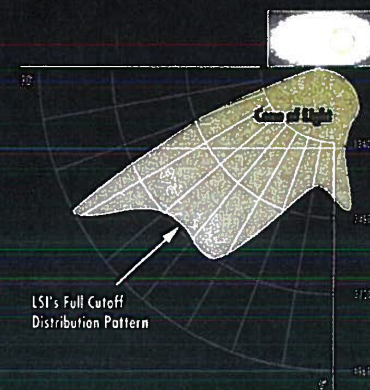
#### Sky Glow

The illumination of the night sky caused by the upward component of the floodlight's beam.

## What is Full Cutoff Sports Lighting?

Full cutoff lighting, as defined by the Illuminating Engineering Society of North America (IESNA) is a lighting fixture that projects all of its light in a downward direction. Full cutoff lighting fixtures emit no upward component of light while providing precise, controlled illumination to the playing area.

### LSI Flat Lens Horizontal Burn Fixtures Meet or Exceed IESNA Full Cutoff Classification

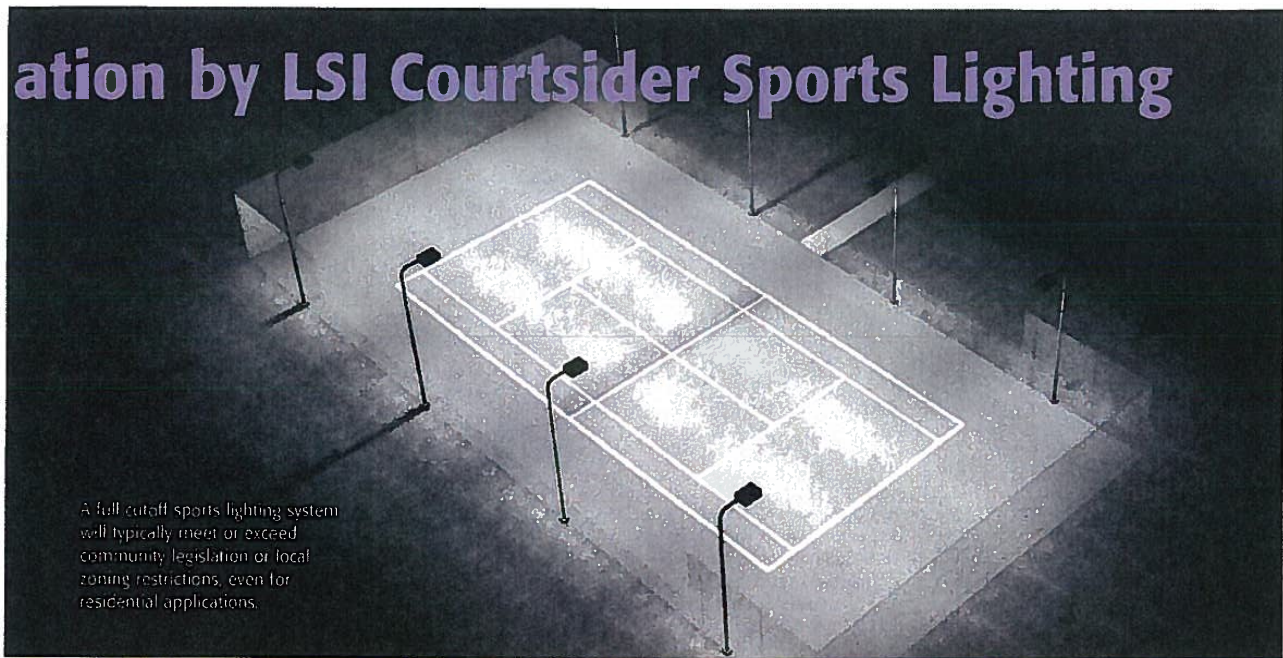


To be considered full cutoff, the fixture must meet or exceed the IESNA full cutoff classification:

A light fixture with a light distribution where no candela (light) occurs at or above an angle of 90° above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10%) at a vertical angle 80° above nadir. This applies only to all lateral angles around the luminaire.

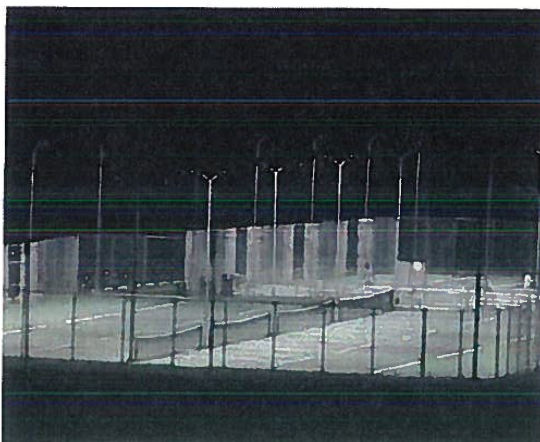
The Illuminating Engineering Society of North America (IESNA) is an organization dedicated to advancing knowledge and disseminating information for the improvement of the lighted environment to the benefit of society.





## Full Cutoff Sports Lighting vs. Traditional Sports Floodlighting

**Full Cutoff Sports Lighting** increases the level of useable light on the playing area while addressing light impact concerns such as glare reduction, light spillage and sky glow. Full cutoff lighting systems utilize a recessed lamp in a fixture housing that is parallel with the playing surface. This design increases playing area illumination, reduces glare and light spillage in surrounding areas and eliminates upward light and sky glow.



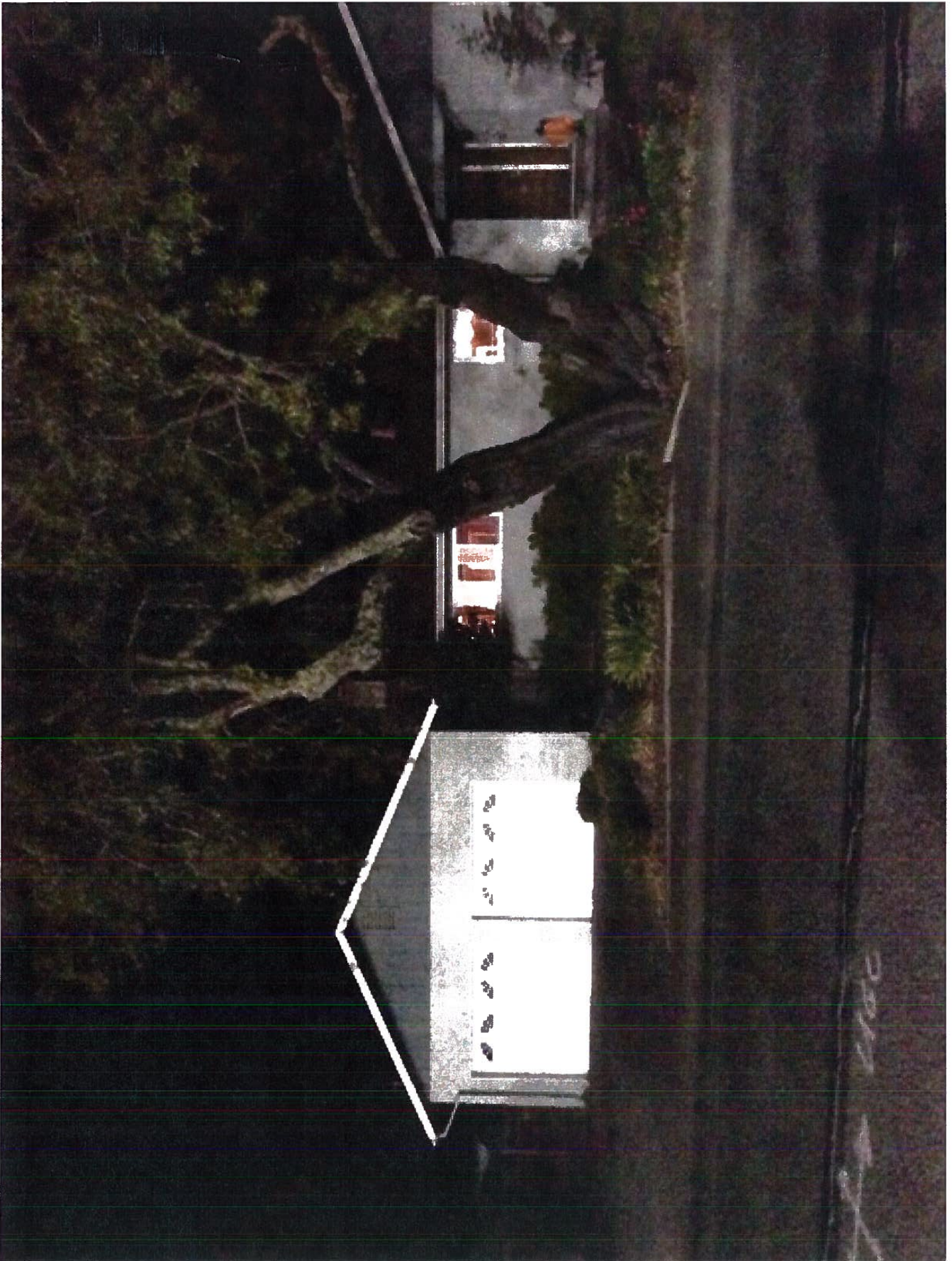
*Full cutoff lighting produces more useable illumination.*

**Traditional floodlighting** is characterized by high levels of brightness (glare), uncontrolled illumination outside the boundaries of the facility (spill light), and a noticeable luminous haze above the playing area (sky glow). Visors, louvers and shields are often used to try to minimize the negative effects of floodlighting. These devices reduce fixture efficiency and have only limited ability to reduce glare, spillage and sky glow.



*Floodlighting produces uncontrolled light.*



















Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject: Consideration of approval of a Resolution authorizing the Director of Public Works/City Engineer to execute Agreements for Maintenance of Post-construction Storm Water Best Management Practices on behalf of the City of St. Helena.**

**CEQA Determination:** Not a CEQA project

**Prepared By:** Tobias Barr, Project Manager

**Reviewed By:** Erica Ahmann Smithies, Public Works Director and City Engineer

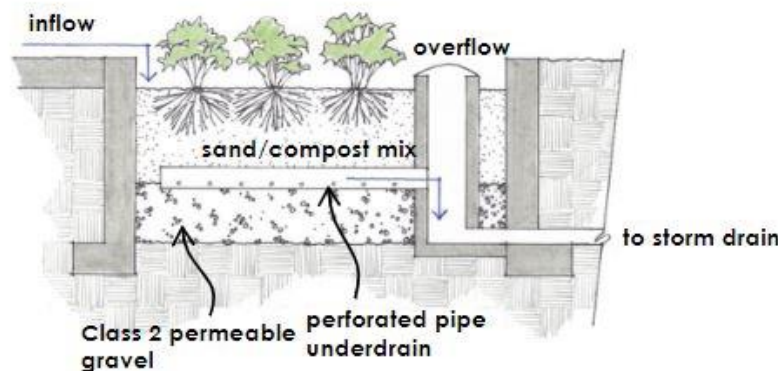
**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

The City of St. Helena is subject to the requirements of the San Francisco Regional Water Quality Control Board's Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4 General Permit). The permit falls under the requirements of the Federal Water Pollution Control Act (also referred to as the Clean Water Act) which requires that discharging of pollutant to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System permit (NPDES). The small municipal permit (MS4) is a 5 year term, which continues year to year until the State Water Board authorizes a new permit. While the permit is a statewide permit, the Regional Water Quality Control Board administers the permit to the small municipalities in their region. The current MS4 permit for the City of St. Helena and other small municipalities has various requirements which are intended to keep pollutants out of the City of St. Helena's storm drain system and therefore reduce or eliminate pollutants to local creeks and eventually the Napa River.

One of the more complex requirements of the current permit are section E.12(e) requiring various post-construction measures, referred to as Low Impact Development (LID). These measures and features are triggered by larger construction projects which

have a potential impact to storm water quality. The post-construction facilities are intended to capture and treat storm water run off from the project, prior to discharging to the City's storm drain system. The figure below is an example of a bio-retention facility from the Bay Area Stormwater Management Agencies Association Post-Construction Manual, which is the document which outlines the storm water requirements for construction projects. A bio-retention facility is the most common type of post-construction facility.



### **DISCUSSION**

Under the requirements of sections E.12(e) and the subsequent sections E.12.(i) and (h) of the MS4 permit, bio-retention and other post-construction facilities must be maintained so they continue to function as designed for the life of the project. The post-construction facilities typically require annual maintenance to clear the facilities from trash, debris, and care for the plantings and other features so they do not fail in the dry summer months. Without regular maintenance the facility will fail and not provide the required water quality benefits. Public Works staff will work with the City Attorney to revise the attached draft template agreement which the City will enter into with the property owner. The agreement requires the property owner to maintain the facility, and authorizes the City to regularly inspect the facility. If the facility owner fails to maintain the facility, the agreement authorizes the City to perform the required corrective work and bill the owner for the cost of repairing the system, including administrative costs and attorneys' fees.

Projects triggering the post-construction agreement requirement already go through review by Public Works, Planning and the Building Departments, most likely the Planning Commission and potentially City Council, depending on the size and scope. Currently, there are only a few projects in St. Helena that are large enough to trigger the post-construction facilities requirements (i.e. commercial development, wineries, hotels, etc.) The final approval and execution of the post-construction maintenance agreement is an administrative process; therefore requesting City Council to approve individual agreements would require additional time to prepare staff reports for City Council and

add additional process to applicants wanting to receive a certificate of occupancy. In order to improve the application process, City Staff is recommending that the St. Helena City Council authorize the Public Works Director/City Engineer to execute the post-construction agreements. The process would be similar to the requirements the Public Works Director/City Engineer, along with the Chief Building Official, already have to approve final occupancy before a building project can be occupied.

**FISCAL IMPACT**

There is no impact to the budget with the approval of this resolution. However, it will save administrative staff time for preparing staff reports for individual post-construction agreements for City Council approval.

**RECOMMENDED ACTION**

Adopt the proposed Resolution authorizing the Public Works Director/City Engineer to approve and execute Agreements for Maintenance of Post-Construction Stormwater Best Management Practices on behalf of the City of St. Helena.

**ATTACHMENTS**

[RESO Authorizing PW Director to Approve Post Construction Agreements](#)  
[St. Helena Stormwater Treatment Access Agreement Draft 2016.12.1](#)

**CITY OF ST. HELENA**

**RESOLUTION No. 2019-**

**Authorizing the Public Works  
Director/City Engineer to  
Execute Post Construction  
Maintenance Agreements on  
behalf of the City of St. Helena  
with Private Property Owners  
and other Responsible Parties  
for Required Privately Owned  
Post Construction Stormwater  
Treatment Facilities  
Constructed in the City of St.  
Helena.**

**RECITALS**

- A. Under the Federal Water Pollution Control Act the City of St. Helena is subject to the requirements National Pollutant Discharge Elimination System; and
- B. The National Pollution Discharge Elimination System requirements are administered through the State Water Board Small Municipal Separate Storm Sewer Systems permit known as the MS4 General Permit, a statewide Water Board Permit which requires any stormwater captured in the City's stormdrain system to be free of pollutants; and
- C. Under the requirements in Section E.12(e), (h) and (i) of the MS4 General Permit, certain developments that will replace 2500 square feet or construct more than 5000 square feet of new impermeable surfaces are required to install and maintain a bio-retention facility or other post construction best management practices facility to capture and filter stormwater; and
- D. The City is required under Section E.12-(h) and (i) of the MS4 General Permit to enter into an agreement with the facility owner which requires the owner to maintain the post construction facility and authorizes the City to inspect the facility and repair the facility if the owner fails to do so; and



- E. The agreement is administrative in nature and is one of the many requirement that must be completed before final occupancy is provided by the Public Works Director/City Engineer and Chief Building Official; and
- F. The Public Works Department currently inspects the construction of stormwater post construction facilities, requiring the facilities are built to City and regional standards and function as designed; and
- G. Authorizing the Public Works Director/City Engineer to execute Post Construction Stormwater Best Management Practices Agreements on behalf of the City of St. Helena will save the City administrative costs and streamline final approval of occupancy of new projects and housing in St. Helena.

### RESOLUTION

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

1. The Public Works Director/City Engineer is authorized to execute the Agreement for Maintenance of Post Construction Storm Water Best Management Practices for single and multiple parcel construction projects on behalf of the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019 by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_  
Councilmember Chouteau: \_\_\_\_\_  
Councilmember Knudsen: \_\_\_\_\_

APPROVED:    ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafopoulous, City Clerk

**Recordation, Return to:**

City of St. Helena  
1480 Main Street  
St. Helena, CA 94574  
Attn: XXXXX

Exempt From Recording Fees  
Gov't Code § 27383

(For Recorder's Use Only)

**AGREEMENT**

AGREEMENT FOR MAINTENANCE OF  
POST CONSTRUCTION STORM WATER BEST MANAGEMENT PRACTICES (Single Parcel)  
(City Project/No. \_\_\_\_\_)

THIS AGREEMENT FOR MAINTENANCE OF POST CONSTRUCTION STORM WATER BEST MANAGEMENT PROVISIONS ("Agreement") is made by \_\_\_\_\_ (the "Owner") and the City of St. Helena, a California municipal corporation (the "City"), dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RECITALS**

A. The California State Water Resources Control Board's (Board) Municipal Storm Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4s). Discharges from the St. Helena Stormwater Runoff Pollution Control ordinance ("Program") are authorized by the Board's National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge for MS4s, Order No. 2013-0001-DWQ, NPDES No. CAS00004, dated July 1, 2013 (Phase II General Permit). The Program is covered under the Phase II General Permit. The Program must implement its Storm Water Management Plan ("SWMP") and comply with the requirements and prohibitions of the Phase II General Permit; and

B. Provisions E.12.h (Operation and Maintenance of Post-Construction Storm Water Management Measures) and E.12.i (Post-Construction Best Management Practice Condition Assessment) of the Phase II General Permit requires the City to ensure adequate long-term maintenance of all Post Construction Storm Water Best Management Practices ("BMPs") required; and

C. The Owner is the fee simple owner of certain real property located within the City of St. Helena, California (the "Property"), described in Exhibit "A" attached hereto and incorporated herein by reference. City, by its approval of Resolution \_\_\_\_\_ on \_\_\_\_\_, has approved (the "Project"). The Project is conditioned upon the Owner's compliance with BMPs described in **Exhibit "C"** ("Maintenance Plan"), including the construction of those BMPs shown on **Exhibit "B"** (the "Site Plan"), both of which exhibits are attached hereto and incorporated herein by reference and execution of an agreement with the City for the Owner to comply with and maintain the BMPs; and

D. The Owner has submitted a design for the construction of these BMPs shown on **Exhibit B**, Site Plan, which design has been approved by the City; and

E. The Owner is obligated under its Improvement Agreement with City to construct such BMPs in accordance with the approved plans and specifications; and

F. The Owner and City agree that the health, safety, and welfare of the citizens of City require that all BMPs be properly maintained.

**NOW, THEREFORE**, in consideration of the benefits received and to be received by the Owner as a result of the City's approval of the Project, the Owner hereby agrees with the City as follows:

1. Affected Property: This Agreement affects the Property located within the City of St. Helena, California, as described in **Exhibit "A."**

2. Purpose: The BMPs are designed remove pollutants from storm water runoff and limit peak storm water runoff discharge rates from the Property. The purpose of this Agreement is to reflect the parties' rights and obligations concerning the maintenance of BMPs and compliance with all BMPs.

3. Owner's Obligations:

A. Performance and Maintenance Criteria. Owner shall use its best efforts to diligently and adequately maintain in perpetuity the BMPs in a manner assuming peak performance at all times, and shall make such changes or modifications, subject to City's prior approval as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish its intended purpose, in good repair, and in compliance with all applicable Federal, State, County, and local laws and regulations including, but not limited to, the provisions of St. Helena Municipal Code Chapter 13.32 and the Napa County Storm Water Management Program (a copy of which is on file in the City's Department of Public Works, Bridge and Urban Drainage Division) (collectively "Regulations"). The Owner shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Adequate maintenance is herein defined as maintenance that is necessary to ensure that the BMPs continue to operate as originally designed and approved and to accomplish its intended purpose. Owner shall not destroy or remove the BMPs or modify any measure in any manner that would lessen its effectiveness.

B. Maintenance Plan. In addition to Owner's general obligations under Section A, above, Owner shall perform all maintenance specified in the Maintenance Plan and upon City's written request file the annual reports identified in **Exhibit "D"** attached hereto and made a part hereof.

4. Right of Entry: In addition to the rights provided by law, Owner, its successors and assigns, hereby grants permission to City, the San Francisco Bay Regional Water Quality Control Board ("Regional Board"), and the Napa County Mosquito Abatement District ("NCMAD"), or other regulatory agency, their employees and agents, to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the BMPs in order to ensure that the BMPs are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property when one or more of the identified agencies has a reasonable basis to believe that a violation of this Agreement, the City's storm water management ordinance, guidelines, criteria, other written direction, or the Phase II General Permit, and any amendments or reissuances of this permit has occurred. The above-mentioned agencies are also authorized to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the ordinance, guideline, criteria or other written direction. Whenever possible, the City, Regional Board, NCMAD, or other regulatory agency shall provide reasonable notice to Owner before entering the Property.

5. Failure to Maintain: In the event City believes Owner has failed to comply with the requirements of this Agreement, or if the City believes that lack of proper maintenance has created the potential for adverse impacts to water quality, public health and safety, and the City's drainage system, and Owner fails to accomplish the necessary maintenance contemplated by this Agreement, Owner hereby grants City the right to enter upon the Property to access the BMPs and perform whatever work is reasonably necessary to correct the situation. In such case, City may bill Owner for the entire cost and expense of such maintenance, including administrative costs, attorneys' fees, and interest to the maximum amount permitted by law from and after 30 days from the date the maintenance expense bill is mailed by the City to Owner, its successor and assigns. In the event any such maintenance expense bill is not paid within said 30 days, City may initiate a civil action to recover the amount owed, and the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees. The City also shall

be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the Property. In addition, the City shall be entitled to have the unpaid amount of the maintenance expense bill placed as a special assessment on the next regular tax bill levied against the Property, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City.

6. Security: The City may require the Owner, its successors and assigns, from time to time, to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should the Owner, its successors and assigns, fail to perform the obligations under this Agreement, the City may, in the case of a cash bond, act for the Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

7. Indemnification: The Owner, its successors and assigns, shall indemnify, release, hold harmless, and defend the City from and against any and all claims, demands, suits, liabilities, fines, losses, damages, fines, and payments, including reasonable attorneys' fees, claimed or made against the City that are alleged or proven to result or arise from the design, construction, presence, existence, location, operation, or maintenance of the Storm Water Treatment Measures, by Owner or City, but excluding claims adjudicated to be caused by the City's sole or active negligence or willful misconduct.

8. Recordation: This Agreement shall be recorded in the Office of the Recorder, Napa County, California, at the expense of the Owner, and shall constitute notice of the obligations herein set forth, which shall run with the land and shall be binding upon all of the successors and assigns in title to the Property. The Owner agrees that whenever the Property is sold, conveyed or otherwise transferred, the Property shall be subject to this Agreement, which shall apply to and bind all present and subsequent owners of the Property or part thereof.

9. Notices: All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Services. Notice shall be given as follows, except that notice also may be given to the Owner at the address listed in this Agreement and to its successors and assigns, at the address(es) shown on the records for the Property maintained by the Assessor, Napa County, California:

TO CITY:                      Public Works Director  
Public Works Department  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574

TO OWNER:                      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Maintenance Responsibility: This Agreement shall serve as the signed statement by the Owner accepting responsibility for compliance with the maintenance of BMPs as set forth in this Agreement until the responsibility is legally transferred to another entity. Before the Property is legally transferred to another entity, the Owner shall provide to the City at least one of the following:

A. A signed statement from the public entity assuming responsibility for BMPs maintenance and that the BMPs meet all local agency design standards; or

B. Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (O&M) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or

C. Written text in conditions, covenants and restrictions (CC&Rs) for residential properties assigning O&M responsibilities to the home owners association for O&M of the BMPs; or

D. Any other legally enforceable agreement or mechanism satisfactory to the City Attorney that assigns responsibility for the maintenance of BMPs.

11. General Provisions:

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Modifications and Rescission. This Agreement may not be modified orally or in any manner other than by an instrument in writing executed by City and a majority of the Lot Owners at the time of modification or rescission.

F. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

G. Time. Time is of the essence in carrying out the duties hereunder.

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

I. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

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



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

**CITY OF ST. HELENA:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

**ATTEST:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)  
City Clerk

**COUNTERSIGNED:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)  
City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)  
City Attorney

**List of Exhibits:**

- "A"     Property Description
- "B"     Site Plan
- "C"     Maintenance Plan
- "D"     Annual Report

**OWNER:**

\_\_\_\_\_  
(Print name/form of entity)\*

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name and title)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name and title)

**Mailing Address of Owner:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ATTACH NOTARY ACKNOWLEDGEMENT(S)**

## Exhibit A

Legal Description of Property

## Exhibit B

List of and Legible Reduced-Scale Copy of the Site Plan Showing Location and Type of  
Detention Facility

## Exhibit C

### Maintenance Plan for Post Construction Storm Water Best Management Practices ("BMPs")

#### I. Owner's Responsibilities:

It shall be the responsibility of the Owner to maintain the structural BMPs identified on Exhibit B ("Drainage Improvements") and to perform the following non-structural BMPs:

**A. Inlet Labels.** All storm drain inlets shall include labels, stenciling or plaques reading "No Dumping Drains to River." The legibility of the stenciling or plaques must be maintained.

**B. Private Street and Parking Lot Sweeping.** A sweeping program shall be implemented that at a minimum provides for sweeping immediately prior to October 1, and once monthly. Sweep, collect, and dispose of debris and trash in a proper container. Do not sweep debris onto City streets or into catch basins. Use dry methods of sweeping and vacuuming to clean streets rather than hosing, pressure washing, or steam cleaning. If water is used for cleaning, collect wash water and dispose of as a hazardous waste or place on site where it can evaporate. Perform street cleaning during dry weather if possible. All oil captured shall be removed and disposed of in accordance with all applicable local, state, and federal laws and regulations. Catch basins shall be cleaned every six (6) to twelve (12) months, or whenever the sump is half full.

**C. Irrigation.** Efficient irrigation, appropriate landscape design, and proper maintenance shall be implemented to reduce excess irrigation runoff, promote surface filtration, and minimize use of fertilizers, herbicides, and pesticides. Additional requirements for water-efficient landscape review are covered by St. Helena Municipal Code Section 17.112.40 (Water Efficient Landscaping).

#### II. General Performance and Maintenance Criteria:

The Owner shall use its best efforts to diligently and adequately maintain all BMPs in perpetuity in such a manner assuming peak performance at all times and shall make such modifications, subject to the City of St. Helena's ("City's") prior approval, as may be necessary for the BMPs to continue to operate as designed and approved, to accomplish their intended purpose and in compliance with all applicable federal, state, county, and local laws and regulations including, but not limited to, the provisions of St. Helena Municipal Code Chapter 13.32 and the Napa County Storm Water Management Program, a copy of which is on file at the City's Public Works Department, (collectively "Regulations"), as the same may be amended, revised, or replaced from time to time. Adequate maintenance is herein defined as maintenance that is necessary or convenient to ensure that the drainage improvements continue to operate as originally designed and approved and to accomplish their intended purpose. Neither the Owner nor any Owner shall destroy, modify, or remove any BMP in any manner that would lessen its effectiveness. The Owner shall be responsible for the costs incurred in operating, maintaining, repairing, and replacing the Drainage Improvements and performing all non-structural BMPs identified above.

#### III. Specific Requirements:

In addition to the Owner's general responsibilities set forth above, the Owner shall perform the following additional specific maintenance:

**A. Stormwater Detention Maintenance.** With respect to those Drainage Improvements which comprise the storm water detention facility ("Facility"), maintenance shall cover all pipes, channels, or other conveyances built to convey storm water to and from any included facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Maintenance of the Facility shall specifically include the following:

**1. Inspection.** The Owner shall inspect the Facility between July 1 and September 1 of each year, and following a spill event. The inspection shall include physically removing each access port's plate cover located on the Property and physically measuring the depth of sediment and/or debris in the pipes and/or cells. If the depth of accumulation of sediment and/or debris is in excess of six (6) inches in depth or affects the efficiency of the Facility as designed, then all sediment and/or debris shall be removed from the structure. The inspection shall also include determination of the water depth, condition of the inlets, outlets, and overflow structures, and estimate of remaining storage capacity

**2. Sediment/Debris Management.** The Owner shall remove the cover from the Facility and use a vacuum truck to remove sediment and/or debris resulting from the normal operation of the Facility. The Owner shall dispose of the sediment and/or debris in accordance with local, state, and federal laws and regulations. If sediments are stored, the Owner shall store sediment in accordance with safe management practices specified by applicable local, state, and federal laws and regulations. Disposal of sediments shall be within twenty (20) days of removal. The Owner shall provide City with documentation identifying any materials removed in connection with maintenance of the Facility, their quantity and their destination.

**3. Insect Control.** The Owner shall perform actions necessary to inhibit the creation of a mosquito nuisance and shall mitigate any mosquito nuisance that develops due to standing water in the detention facilities. A licensed individual or contractor shall be engaged to apply a mosquito pesticide and/or larvicide as necessary. Coordination with the Napa County Mosquito Abatement District is encouraged.

**4. Safety.** The Owner shall adopt and enforce a confined space entry plan, if applicable, which meets all requirements of federal and state laws and regulations. Maintenance personnel shall use confined space entry procedures when applicable. The Facility shall not be entered, except by a person properly trained, equipped, and qualified to enter a confined space, as identified by local Occupational Safety and Health Administration regulations ("OSHA"). All persons should watch for and avoid contact with overhead power lines when inspecting the Facility with long sampling devices.

**5. Access.** The Owner shall maintain ingress/egress routes in a manner that allows efficient maintenance of the Facility.

**B. Bioswale Maintenance.** With respect to any bioswale shown on Exhibit B, the Owner shall maintain the swales by performing the following functions: mowing the grass frequently enough so that the grass does not exceed 4 inches in length, removing and replacing any dead or diseased vegetation, grading required to eliminate standing water, removing invasive plants, pruning, weeding, mulch replacement, keeping the drain inlet gates clear of debris, keeping any garbage picked up out of the landscaped swales, and, if the bioswale is not draining properly, replacing the soil with free draining soil.

**C. Vault Separator Maintenance.** With respect to any vault separator shown on Exhibit B, the Owner shall inspect and maintain the vault separator as follows:

**1. General.** Vault separator should be inspected and maintained regularly. Vault separator units should be inspected every six months and cleaned when the sediment level reaches 15% of total storage volume and following a spill event. Maintenance shall be performed using a vacuum truck. The cover shall be removed from unit and, from grade level, the hose shall be lowered through by-pass chamber and into treatment chamber. All oil captured by the Vault separator® should be removed.

**2. Safety.** Do not enter the Vault separator treatment chamber unless properly trained, equipped and qualified to enter a confined space as identified by local Occupational Safety and Health Regulations (e.g. Canada Occupational Safety and Health Regulations - SOR/86-304). Watch for and avoid contact with overhead power lines when inspecting the unit with long sampling devices (e.g. Sludge Judge®) Vault separator is designed so inspection of the unit can be performed from grade (i.e. inspect for obstructions, etc.) Qualified personal may enter the upper by-pass chamber and use the insert as a platform to remove obstructions, sewer flushes, or camera surveys. Be aware that the insert may be slippery. Be aware that some units do not have a safety grate over the outlet riser pipe.



**3. Insect Control.** The Owner shall perform all actions necessary to inhibit the creation of a mosquito nuisance and shall mitigate any mosquito nuisance that develops due to standing water in the vault separator. A licensed individual or contractor shall be engaged to apply a mosquito pesticide and/or larvicide as necessary. Coordination with the Napa County Mosquito Abatement District is encouraged.

**IV. General Inspection/Reporting Requirements:**

**A. Required Actions.** In the event one or more of the Drainage Improvements do not meet Performance and Maintenance Criteria, the Owner shall take such corrective actions either identified in this Maintenance Plan, or as may be necessary or convenient, to ensure that they function as required. After taking the corrective action(s), the Owner shall conduct a follow up inspection to evaluate the action(s) taken. Photographs and video images shall be made of the condition of the Drainage Improvements and any corrective actions taken.

**B. Inspection Report.** A report of the inspection in the form of Exhibit D, as the same may be amended from time to time by City, shall be submitted within fifteen (15) days after required inspections to:

Public Works Director  
Public Works Department  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574  
ATTN: STORM WATER TREATMENT MEASURE REPORTS

**V. Modifications:**

Owner, at its sole expense, shall make such modifications to this Maintenance Plan as may be determined by City to be reasonably necessary to ensure that the BMPs continue to operate in accordance with the General Performance and Maintenance Criteria.

## Exhibit D

### Annual Report Form for Post Construction Storm Water Best Management Practices (BMPs)

**Inspection Report -- BMPs**  
**Public Works Director**  
**Public Works Department**  
**City of St. Helena**  
**1480 Main Street**  
**St. Helena, CA 94574**

This inspection report is designed to document the inspection and maintenance conducted for the identified BMPs subject to the Maintenance Agreement dated \_\_\_\_\_ 20\_\_ between the City and the original property owner(s) during the annual reporting period indicated below. Please attach additional pages if necessary to complete any item identified below.

**1. Property Information:**

Property Address or APN: \_\_\_\_\_

Current Property Owner: \_\_\_\_\_

**2. Contact Information:**

Name of person to contact regarding this report: \_\_\_\_\_

Phone number and email address of contact person: \_\_\_\_\_

Address to which correspondence regarding this report should be directed:

\_\_\_\_\_

**3. Reporting Period:**

This report documents the inspection and maintenance of the identified treatment measures during the time period from \_\_\_\_\_ to \_\_\_\_\_.

**4. BMP Information:**

The following BMPs are located on the property identified above and are subject to the Maintenance Agreement:

| Identifying Number of BMP | Type of BMP | Location of BMP on the Property |
|---------------------------|-------------|---------------------------------|
|                           |             |                                 |
|                           |             |                                 |
|                           |             |                                 |

**A. Underground Detention ("Facility")**

| MH Location | Depth of Sediment |
|-------------|-------------------|
|             |                   |
|             |                   |
|             |                   |

Total amount of accumulated sediment removed from the underground detention system during the reporting period: \_\_\_\_\_ cubic yards.

The sediment was removed and disposed as follows: \_\_\_\_\_

\_\_\_\_\_

Estimated storage capacity at time of inspection: \_\_\_\_\_

Describe condition of Underground Detention Inlets/Outlets and Overflow Structures:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Aboveground Detention**

Depth of sediment in pond: \_\_\_\_\_

Total amount of \_\_\_\_\_ cubic yards of accumulated sediment removed from the above ground detention system during the reporting period: \_\_\_\_\_

The sediment was removed and disposed as follows: \_\_\_\_\_

\_\_\_\_\_

Was water standing in pond? \_\_\_\_ yes \_\_\_\_ no If yes, describe what was done to eliminate standing water: \_\_\_\_\_

\_\_\_\_\_

Are slopes stable? \_\_\_\_ yes \_\_\_\_ no If no, describe measures taken to stabilize slopes: \_\_\_\_\_

\_\_\_\_\_

What is height of vegetation: pond bottom: \_\_\_\_\_ pond sides: \_\_\_\_\_  
(Note Chapter 8.24, Weed and Rubbish Abatement, requires vegetation and rubbish removal to be accomplished by June 1st of every year.)

**C. Vegetated Swale**

Height of vegetation: \_\_\_\_\_ (note cuttings should be collected and disposed of as yard waste)

Was vegetation damaged? \_\_\_\_ yes \_\_\_\_ no If yes, describe damage and measures taken to repair damage: \_\_\_\_\_

\_\_\_\_\_

Was swale clear of trash? \_\_\_\_ yes \_\_\_\_ no

Was sediment present at a depth of over 3"? \_\_\_\_ yes \_\_\_\_ no If yes, identify volume of sediment removed \_\_\_\_\_. Describe method of removal and identify disposal location \_\_\_\_\_

\_\_\_\_\_

Was there standing water in the swale? \_\_\_\_ yes \_\_\_\_ no If yes, describe measures taken to eliminate standing water: \_\_\_\_\_

\_\_\_\_\_

**D. Bio-Retention**

Were the trees and shrubs healthy? \_\_\_\_yes \_\_\_\_no If no, what actions were taken to treat and/or replace vegetation: \_\_\_\_\_

Was erosion present? \_\_\_\_ yes, \_\_\_\_no If yes, describe actions taken to repair: \_\_\_\_\_

Was there standing water in the bio-retention facility? \_\_\_\_ yes \_\_\_\_ no If yes, describe measures taken to eliminate standing water: \_\_\_\_\_

Was the mulch in good condition? \_\_\_\_ yes \_\_\_\_ no If no, provide date the mulch was replaced: \_\_\_\_\_ and volume of new mulch \_\_\_\_\_

Was sediment/debris built up at the inflow point or on top of the bio-retention facility? \_\_\_\_ If yes, identify volume of sediment removed \_\_\_\_ Describe method of removal and identify disposal location: \_\_\_\_\_

Was the under drain flowing freely? \_\_\_\_ yes \_\_\_\_ no If no, describe measures taken to clear drain. \_\_\_\_\_

What was the pH of the soil? \_\_\_\_ If pH was not in the range of 5.5 and 6.5, identify actions taken to bring the soil pH within that range: \_\_\_\_\_

**E. Wet Vault**

| MH Location | Depth of Sediment |
|-------------|-------------------|
|             |                   |
|             |                   |
|             |                   |

Total amount of accumulated sediment removed from the underground detention system during the reporting period: \_\_\_\_\_ cubic yards.

The sediment was removed and disposed as follows: \_\_\_\_\_

Describe measures taken to control mosquito breeding: \_\_\_\_\_

Describe condition of hydrocarbon absorbing mats: \_\_\_\_\_

Date mats were replaced: \_\_\_\_\_

Was there contamination of liquid in permanent wet vault?

Date liquid was pumped out: \_\_\_\_\_

**F. Other BMPs**

Describe: \_\_\_\_\_

Condition: \_\_\_\_\_

Maintenance performed: \_\_\_\_\_

**5. Photos/Video of BMPs:**

| Photo ID # | Date of Photo | Photo Taken by: | Remarks |
|------------|---------------|-----------------|---------|
|            |               |                 |         |
|            |               |                 |         |
|            |               |                 |         |

**6. Inspector Information:**

| Inspector Name and Title | Inspector's Employer and Address |
|--------------------------|----------------------------------|
|                          |                                  |
|                          |                                  |
|                          |                                  |
|                          |                                  |

**7. Statement of BMP Condition:**

Based on the inspections as documented above, is each BMP identified in this report located where required, maintained as required by the Maintenance Plan and does each BMP function as originally designed and approved and to accomplish its intended purpose? (Check yes or no.)

\_\_\_\_\_ YES \_\_\_\_\_ NO

If "No", describe each problem, proposed solution and schedule of correction: \_\_\_\_\_

\_\_\_\_\_

**8. Certification:**

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

\_\_\_\_\_  
(Signature of Property Owner or Other Responsible Party)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_







Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and action on a Resolution to amend the existing two year agreement with Housing Authority of the City of Napa to provide contract housing authority services (originally approved for an amount not to exceed \$88,114 for the two year period) for an increased overall contract amount of \$9,347 to cover anticipated increased costs over the remaining term of the contract.

**CEQA Determination:** Not a CEQA project

**Prepared By:** Noah Housh, Planning & Community Improvement Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

In 2008, the Napa Valley Housing Authority Joint Powers Agreement was dissolved and the City entered into a separate agreement with the Housing Authority of the City of Napa. Since that time, the Housing Authority has provided services related to affordable housing occupancy certifications, annual owner verification and eligibility, administration of the lottery process for new affordable units, technical assistance to the City related to development agreements, countywide homelessness representation and other specific requests for technical assistance. Since 2008, the Housing Authority and the City have continued this contractual relationship and have developed a strong and productive working relationship.

**DISCUSSION**

In May 2018, the City of St. Helena and the Housing Authority entered into a two-year agreement to continue the provision of housing authority and related services for the City. These services currently include management of Section 8 housing and continuum of care services; regulatory agreement monitoring, review of development projects and

proposed affordable housing regulatory agreements; and additional services that are mutually agreed upon, including recent assistance with managing the \$500,000 HOME Grant loan program for the City.

The proposed cost for FY 2018-19 was \$43,465 and for FY 2019-20 is \$44,649 for a total two year cost of \$88,114. This was an approximate 5.5% increase over the previous contract amount of \$83,149. However, as the HACN has begun to budget for FY 2019/20 it has come to their attention that the current contract amount will not cover the anticipated costs of service, and an increase of \$9,347 is being requested to cover these increased costs anticipated to cover the remaining portions of the contract.

**FISCAL IMPACT**

Funds for the contract increase have been incorporated into the draft FY 2019-20 General Fund budget in an amount totaling \$49,000 to cover this anticipated increase in the second year of the current agreement.

**RECOMMENDED ACTION**

It is recommended the City Council approve a Resolution authorizing a contract amendment to increase the existing two year agreement with Housing Authority of the City of Napa by \$9,347 for a total FY 2019-20 amount not to exceed \$49,000, to fully fund their continued service as the contract housing authority for the City of St Helena.

**ATTACHMENTS**

[Amendment to Housing Services Agreement with St Helena- Final May 2019](#)  
[Council Reso May 2019 Contract Amendment](#)

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR SERVICES  
AGREEMENT NO. C2018-174**

Authority Budget Code: 84601-34101

This Amendment No. 1 ("Amendment") to Authority Agreement No. C2018-174 entitled Intergovernmental Agreement For Services ("Agreement") is dated this \_\_\_\_ day of May, 2019, by and between the City of St. Helena, a municipal corporation, (hereinafter "City") and the Housing Authority of the City of Napa, a public body corporate and politic, (hereinafter "Authority").

**RECITALS**

A. City and Authority entered into the Agreement effective July 1, 2018 in the amount of \$78,267, by which the Authority agreed to perform housing services more particularly described in the Agreement

B. Due to the additional costs incurred by the Authority for administering the housing related services, both parties agree it is necessary to amend the Agreement to adjust the Baseline Rate associated with the housing services for fiscal year 2019-2020.

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

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

2. AMENDMENT TO SECTION 3. Section 3 of the Agreement is hereby amended as follows:

A. The Baseline Rate for fiscal year 2019-2020 shall be \$45,000.

B. The Total Service Cost for FY 2019-20 in Section 3(c) shall be increased by \$9,347 to a total of \$49,000 as outlined below:

| COMPENSATION BREAKDOWN                    |           |
|-------------------------------------------|-----------|
| Services Provided                         | FY2019-20 |
| HACN Baseline Housing Services            | \$45,000  |
| Abode Services - Rental Assistance        | \$2,000   |
| Fair Housing - General Housing Counseling | \$2,000   |
| Total Service Cost                        | \$49,000  |

C. Section 3(d) shall be replaced in its entirety with:

Rate for Additional Services. If the City authorizes Authority to perform services that are not included in the Scope of Services set forth in Exhibit "A," Authority will be compensated for such services on a time and materials basis. The rate for Authority's time shall

be the then-current fully burdened overhead rate (the "Fully Burdened Overhead Rate") for the employee performing the services. The Fully Burdened Overhead Rate is an hourly billable rate that captures all Authority costs (direct and indirect) associated with an employee, over and above gross compensation or payroll costs. Typical costs associated with the Fully Burdened Overhead Rate include payroll taxes, worker's compensation, health insurance, paid time off, pension contributions, other benefits, and indirect costs including departmental and citywide administrative overhead allocations. The applicable Fully Burdened Overhead Rate will depend on the Authority employee performing the services as each employee has a different Fully Burdened Overhead Rate that is calculated based on that particular employee's salary and benefits.

3. AMENDMENT TO SECTION 4. Section 4(c) and 4(d) of the Agreement are hereby amended to read as follows:

(c) On July 1, 2019, a third invoice for 50% of the Baseline Rate for fiscal year 2019-2020 in the amount of \$22,500 plus the Pass-Through Rate for fiscal year 2019-2020 in the amount of \$4,000 for a total of \$26,500; and

(d) On January 1, 2020, a fourth invoice for the remaining 50% of the Baseline Rate for fiscal year 2019-2020 in the amount of \$22,500.

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

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

**[Signatures on following page.]**

**[Remainder of page intentionally blank.]**

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

**CITY:**

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

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

Mark Prestwich, City Manager

ATTEST:

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

Cindy Tzaopoulos, City Clerk

APPROVED AS TO FORM:

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

Tom Brown, City Attorney

**AUTHORITY:**

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

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

Vincent Smith, Deputy Director

ATTEST:

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

Tiffany Carranza, Deputy Authority Secretary

COUNTERSIGNED:

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

Desiree Brun, City Auditor

APPROVED AS TO FORM:

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

Michael Barrett, Authority General Counsel

**CITY OF ST. HELENA**

**RESOLUTION No. 2019-**

**Resolution of the Council of the City of St Helena  
Authorizing a Contract Amendment with the City of  
Napa Housing Authority to increase the Adopted  
Housing Authority Contract costs by \$9,347 to cover  
anticipated increases in costs for FY 2019-20 for a new  
total not to exceed amount of \$94,461 for FY 2018-19  
and FY 2019-20**

**RECITALS**

- A. In 2008, the Napa Valley Housing Authority Joint Powers Agreement was dissolved and the City entered into a separate agreement with the Housing Authority of the City of Napa (HACN); and
- B. Since 2008, the Housing Authority and the City have continued this contractual relationship and have developed a strong and productive working relationship which both parties wish to continue; and
- C. The HACN anticipates the contract amount previously agreed to for FY 2019-20 as part of the two-year contract will not cover the anticipated costs of service; and
- D. The HACN is requesting an increase of \$9,347 for FY 2019-20 to cover the increased costs anticipated for the remaining portions of the contract.

**RESOLUTION**

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

- 1. The FY 2019-20 \$9,347 increase in the existing contract amount is hereby approved authorizing a new total two-year contract amount not to exceed \$94,461.
- 2. The City Manager, or designee, is hereby authorized to execute such contract amendment.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_



Councilmember Knudsen: \_\_\_\_\_

Councilmember Chouteau: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed adoption of a Resolution approving plans and specifications for the Hunt Avenue Sidewalk Gap Closure, Project R19-02, and authorizing advertisement for bids

**CEQA Determination:** Class I Categorical Exemption under Section 15301 of CEQA

**Prepared By:** Edrees Argand, Junior Assistant Engineer

**Reviewed By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

On May 8, 2018, City Council adopted the Capital Improvement Program (CIP) which included Hunt Avenue Sidewalk Gap Closure Project, Capital Improvement Project R19-02. Green Valley Consulting Engineers has completed design of the plans and specifications and the project is now ready for bidding.

**DISCUSSION**

The intent of the project is to improve pedestrian safety along Hunt Avenue and will include the construction of approximately 655 lineal feet of sidewalk along the south side of Hunt Avenue from June Lane to Starr Avenue and 140 lineal of sidewalk along the north side of Hunt Avenue (between 770 and 830 Hunt Avenue). In addition, the City will upgrade the curb ramps, pedestrian crossing, and valley gutter on Hunt Avenue at Edwards Street and the curb ramps on Hunt Avenue at Church Street and June Lane. The Junior Assistant Engineer noticed all residents and property owners affected by the project and no residents have raised concerns. Construction is tentatively scheduled for July 2019 and there is no cost to the property owner for this work.

The final design is complete and has been approved by the Director of Public Works/City Engineer. Per the City of St. Helena Municipal Code Section 3.04.210(c),

the construction costs are expected to be above \$200,000 and will require City Council approval and adoption of the plans and specifications prior to advertisement.

The Hunt Avenue Sidewalk Gap Closure Project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

The Project plans are currently available for review at the Public Works Department at 1572 Railroad Avenue and at [www.blueprintexpress.com/sthelenia](http://www.blueprintexpress.com/sthelenia). Sealed bid proposals for the project will be received at City Hall until 3:00 PM on Wednesday, June 19, 2019.

#### **FISCAL IMPACT**

The current budget for the Hunt Avenue Sidewalk Gap Closure, Project R19-02, is \$225,000 with \$20,000 from General Fund Maintenance of Effort, \$130,000 from Measure T, and \$75,000 in Transportation Development Act Article 3 (TDA3) grant funding. A summary of anticipated expenditures are presented below:

|                                          |                  |
|------------------------------------------|------------------|
| R19-02 Hunt Avenue Sidewalk Gap Closure  |                  |
| Survey, Design, Engineering              | \$41,775         |
| Construction Costs (Engineer's Estimate) | \$245,000        |
| Construction Contingency (10%)           | \$25,000         |
| Construction Management & Inspection     | \$37,000         |
| <b>Estimated Total Project Cost</b>      | <b>\$348,775</b> |

The current anticipated budget is over the current adopted project budget by approximately \$125,000. The cost increase is based on 100% design plans and the current bidding climate at neighboring agencies. However, additional funding is possible through Measure T revenues. Staff is recommending that a budget adjustment be recommended after bids are opened and brought to City Council for award of construction contract in June.

#### **RECOMMENDED ACTION**

Staff recommends City Council to adopt a Resolution approving plans and specifications for the Hunt Avenue Sidewalk Gap Closure, Project R19-02, and authorizing advertisement for bids.

#### **ATTACHMENTS**

[R19-02 Resolution](#)

**CITY OF ST. HELENA**

**RESOLUTION No. 2019-**

**Resolution approving plans  
and specifications for the Hunt  
Avenue Sidewalk Gap Closure,  
Project R19-02, and authorizing  
advertisement for bids**

**RECITALS**

- A. The Hunt Avenue Sidewalk Gap Closure, Project R19-02, is intended to improve pedestrian safety along Hunt Avenue; and
- B. A large portion of the project will include the construction of approximately 655 lineal feet of sidewalk along the south side of Hunt Avenue from June Lane to Starr Avenue and 140 lineal feet of sidewalk along the north side of Hunt Avenue (between 770 and 830 Hunt Avenue); and
- C. In addition, the City will upgrade the curb ramps, pedestrian crossing, and valley gutter on Hunt Avenue at Edwards Street and the curb ramps on Hunt Avenue at Church Street and June Lane; and
- D. Green Valley Consulting Engineers designed the plans and specifications for the project; and
- E. The plans have been completed to City standards and approved by the Director of Public Works/City Engineer; and

- F. The construction of new sidewalk is a minor alteration to an existing facility. The project site is not located in an environmentally sensitive area and there are no cumulative impacts, unusual circumstances or other factors that would make the exemption inapplicable; and
- G. The Fiscal Year 2018/2019 budget includes Project funding from General Funds, Transportation Development Act (TDA3) Grant Funds, and Measure T funds.

### **RESOLUTION**

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

1. The Hunt Avenue Sidewalk Gap Closure, Project R19-02 is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use; and
2. The project plans are available online and for viewing at 1572 Railroad Avenue, are hereby approved; and
3. The Public Works Director/City Engineer is authorized to advertise the Hunt Avenue Sidewalk Gap Closure, Project R19-02.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019 by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_  
Councilmember Chouteau: \_\_\_\_\_  
Councilmember Knudsen: \_\_\_\_\_

APPROVED:    ATTEST:



\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaferopoulos, City Clerk





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution authorizing update to the Employment Agreement with Fire Chief John Sorensen in accordance with the requirement of California Code Section 54953(c)(3) the recommended final action for the Fire Chief provides for an employment contract renewal beginning February 1, 2019, with the following additional fringe benefits: increase severance pay from two (2) to three (3) months, deferred compensation City match of up to \$200 per month, up to \$750 annually for reimbursements to attend St. Helena charitable events, a \$750 annual Uniform allowance, bereavement leave, family care, and prorated fringe benefits of vacation accruals, holiday pay, and executive leave similar to those that are offered to other full-time department heads. The Fire Chief's annual salary of \$66,030 will remain the same.

**CEQA** Not a CEQA project  
**Determination:**

**Prepared By:** Kathy Robinson, Human Resources & IT Director

**Reviewed By:** Thomas B. Brown, City Attorney

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

Municipal Code Section 2.48.020 states, "There shall be a chief of the fire department who shall be appointed by the city council. The chief shall be appointed every three years in February of the three-year cycle. The fire department may recommend to the city council prior to appointment of a chief its choice or choices for chief. The chief shall report directly to and be supervised by the city manager as set forth in Section 2.12.060(B)(2). (Ord. 16-2 § 1 (Exh. A (part)))."

Since January 24, 2010, John Sorensen has been the Fire Chief of St. Helena. On February 9, 2010, City Council approved Resolution No. 2010-6 appointing John Sorensen Fire Chief of the St. Helena Fire Department. On February 5, 2013, City Council approved Resolution No. 2013-8 reappointment John Sorensen Fire Chief. On March 24, 2015, City Council approved Resolution 2015-30 Approving an Employment Agreement between the City of St. Helena and John Sorensen. On February 23, 2016, City Council approved Resolution 2016-25 approving Amendment 1 to the Employment Agreement for Fire Chief Sorensen to serve an additional three years as Fire Chief, with the term expiring January 31, 2019.

There were three additional amendments to Fire Chief Sorensen's contract approved by City Council. Resolutions No. 2016-135 approved Amendment 2 on October 11, 2016, to re-established a specified hourly rate of \$74.51 for the Chief's overhead assignment outside St. Helena jurisdiction. Resolution No. 2017-60 approved Amendment 3 on May 23, 2017, to increase the hours of worked by the Fire Chief from one day to two days a week and an increased his base annual salary to \$62,000. Resolution 2018-82 approved Amendment 4 on June 26, 2018, to authorize an annual salary increase to \$66,030 and an specified hourly rate of \$79.36 for bonus pay services rendered as a team leader or while on overhead assignment outside of the St. Helena jurisdiction.

#### **DISCUSSION**

With Chief Sorensen's appointment expiring in 2019, the fire department personnel convened on January 31, 2019 and voted to recommend that Chief Sorensen be appointed fire chief for another three years, term expiring January 31, 2022. As a result of the recommendation to reappointment, the Human Resources & Information Technology Director reviewed the Fire Chief's contract with the City Manager for any inconsistencies to his counterparts. The Fire Chief's current employment contract provides for health benefits (health, dental and vision) equivalent to those of all full-time City employees, and sick leave accruals as is mandated by state and federal law. Outside of those benefits, the Fire Chief does not receive any other fringe benefit, but, like his counterpart department heads, is readily available to serve at the will of the City. Under support of the City Manager, it is staff's recommendation that the City provide the Fire Chief equivalent benefits that are offered to all department heads. Staff recommends that the Fire Chief receive three (3) months severance, deferred compensation City match of up to \$200 per month, up to \$750 annually for reimbursements to attend St. Helena charitable events, a \$750 annual Uniform allowance, bereavement leave, family care, and prorated fringe benefits of vacation accruals, holiday pay, and executive leave similar to those that are offered to other full-time department heads.

#### **FISCAL IMPACT**

Total financial impact to the 2018-19 remaining budget year is \$1,950 and can be absorbed in the current budget. A total fiscal year impact would be \$2,700 and this amount will be included in the Chiefs' 2019-20 salaries and benefits budget.

#### **RECOMMENDED ACTION**

Approve updated Employment Agreement between the City of St. Helena and Fire Chief John Sorensen.

**ATTACHMENTS**

[John Sorensen Employment Agreement](#)

[Fire Chief Employment Agreement Updated RESO](#)

John Sorensen Employment Agreement  
City of St. Helena  
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**EMPLOYMENT AGREEMENT FOR FIRE CHIEF**  
**Between**  
**CITY OF ST. HELENA AND JOHN SORENSEN**

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of **May 28, 2019**, between THE CITY OF ST. HELENA, a municipal corporation (City), and JOHN SORENSEN (Chief or Employee), collectively “the Parties.”

**RECITALS**

WHEREAS, City desires to continue to employ John Sorensen as Fire Chief for the City of St. Helena.

WHEREAS, John Sorensen desires to serve as Fire Chief of the City of St. Helena beginning on February 1, 2010.

WHEREAS, John Sorensen has the necessary education, experience, skills and expertise to serve as the City’s Fire Chief; and

WHEREAS, the City Manager, as appointing power, and John Sorensen desire to update his employment contract and agree in writing to the terms and conditions of John Sorensen’s continued employment as Fire Chief.

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

**AGREEMENT**

1. Powers and Duties of the Fire Chief

(a) Chief shall have the powers and shall perform the functions and duties specified in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as City Manager may from time to time assign.

(b) Chief shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Chief shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

John Sorensen Employment Agreement  
City of St. Helena  
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(d) Chief shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Fire Chief.

(e) Chief shall devote full time to the performance of his duties; Chief shall notify the City Manager of any outside employment, which employment shall not interfere with the Chief's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

(f) Chief shall maintain all applicable certifications and licenses required to serve as the City's Fire Chief a condition of his employment.

2. Term

This Agreement is effective **February 1, 2019**, and will continue in effect until terminated as provided in this Agreement. As stated in Section 3, Chief's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Chief's employment shall be deemed to have an unexpired term of three (3) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

(a) The Parties recognize and affirm that: (1) the Chief is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Chief for any form of continued employment and (3) upon termination of this Agreement, the Chief understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Chief and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Fire Chief; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement.** The City Manager and Chief may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City.** The City Manager may, in his or her sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Chief.



John Sorensen Employment Agreement  
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(c) **Severance.** Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Fire Chief is still willing and able to perform the duties of Fire Chief, the Fire Chief shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Chief after notice of the termination shall be debited from the period of severance pay. However, in the event the Chief is terminated for cause, the Chief shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law. Chief shall not be entitled to any severance benefits.

(d) **Resignation by Chief.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Chief to resign at any time from his position as Fire Chief. Chief may terminate this Agreement by submitting written notice of his resignation to City. As a courtesy, Chief shall give the City thirty (30) days written notice of his intention to resign.

(e) **Rights and Remedies of Chief upon Termination.** Nothing in this Agreement is intended to, or does, confer upon Chief any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment, unless Chief is entitled to a name clearing hearing under California or federal law. Chief may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to overturn the termination.

(f) **Resignation in Lieu of Termination.** If the Chief is terminated without cause, the Chief shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Chief resigned.

(g) **Administrative Leave.** The City Manager may place the Chief on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) **Salary.** City agrees to pay Chief for his services pursuant to the City's publicly available salary schedule for the Fire Chief. Chief's current annual salary is \$66,030. Chief's salary shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Chief's salary may be adjusted from time to time at the sole discretion of the City Manager. Chief shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission. In addition, Chief will receive compensation in the form of bonus pay for services rendered as a team leader or while on overhead assignment outside of the City of St. Helena jurisdiction and billed to the State of California or the Department of Emergency Services at the hourly rate of \$79.36.

(b) **Performance Review.** The City Manager shall evaluate the Chief's performance at least annually and report the evaluation results to the City Council annually.

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(c) **CalPERS.** Employee shall continue to be included in the City's Safety Plan with the California Public Employees' Retirement System ("CalPERS") as a Classic Member and continue to be enrolled in the 3% @50, highest year average compensation plan. Employee shall contribute the total "employee contribution" established by CalPERS. The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program, and makes no promises regarding any particular level of benefits that will be provided under that program.

(d) **Social Security.** The City participates in Social Security; the employee contribution (6.2%) will be deducted from the Chief's gross pay.

(e) **Insurance Benefits.** Chief will be entitled to health insurance, life insurance, dental insurance, vision insurance, short-term disability (SDI) and membership in the employee assistance plan consistent with other Department Heads of the City of St. Helena.

(f) **Deferred Compensation.** Chief will receive a matching contribution of \$200 per month towards a deferred compensation account.

(g) **Vacation.** Chief shall receive prorated accruals based on original date of hire as Fire Chief which was February 1, 2010. Chief works shall be entitled to accumulate 2/5th of that which a regular full-time employee accumulates in accordance to the following full-time vacation entitlement schedule:

| <b>Years of Continuous Service</b> | <b>Full-time Employee Vacation Days Earned Per Year</b> | <b>Fire Chief prorated (2/5<sup>th</sup>) Vacation Days Earned Per Year</b> |
|------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------|
| Year 1- 5                          | 10                                                      | 4                                                                           |
| Year 6                             | 15                                                      | 6                                                                           |
| Year 7                             | 16                                                      | 6.4                                                                         |
| Year 8                             | 17                                                      | 6.8                                                                         |
| Year 9                             | 18                                                      | 7.2                                                                         |
| Year 10                            | 19                                                      | 7.6                                                                         |
| Years 11- 24                       | 20                                                      | 8                                                                           |
| Year 25*                           | 21                                                      | 8.4                                                                         |
| Year 30                            | 22                                                      | 8.8                                                                         |
| Year 35                            | 23                                                      | 9.2                                                                         |
| Year 40                            | 24                                                      | 9.6                                                                         |

\*On the employee's 25<sup>th</sup> anniversary and every five years thereafter, one additional day will be awarded on that year."

(h) **Floating Holiday and Executive Leave.** Chief shall receive prorated (2/5<sup>th</sup>) accruals that department heads receive for floating holidays and executive leave as follows. Chief shall receive two (2) floating holidays awarded January 1<sup>st</sup> of each full year of employment. Chief shall receive two (2) days of executive leave awarded January 1<sup>st</sup> of each full year and shall receive another two (2) days executive leave awarded July 1<sup>st</sup> of each full year. All

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floating holidays and executive leave must be used in the rear accrued of the time shall be forfeited.

(i) **Regular Holidays.** Chief shall receive an equivalent prorated share of 12 paid holidays that full-time employees are entitled to as defined the Unrepresented Compensation Program for department heads and mid-managers.

(j) **St. Helena Charity Based Events.** In recognition of the importance of being engaged with the St. Helena community, Chief shall be eligible to same entitlement of Unrepresented Employees for reimbursement for charity event tickets related to their employment. To be eligible for the reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

(k) **Uniform Allowance.** The Chief shall receive an annual uniform allowance in the amount of \$750.00 paid twice a year in December and June.

(l) **Communications.** Chief will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(m) **Professional Development and Training.** City shall pay for Chief's annual training and membership to essential professional associations.

(n) **Hours of Work.** Chief is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief position. These hours shall include, at a minimum, work at the City offices at least two full days per week as determined by the City Manager, and attendance at weekly Department Head meetings. In addition, Chief shall respond to calls and provide other services for the hours necessary to fulfill the duties of the Chief position.

(o) **Sick Leave.** Chief will accrue three (3) days of sick leave per year.

(p) **Family Care.** Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse or domestic partner who is incapacitated by a serious health condition as defined by state or federal law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

(q) **Bereavement Leave.** Leave of up to 3 days per year in state/5 days out of state shall be granted by the City Manager to Chief in case of the death of a spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

John Sorensen Employment Agreement  
 City of St. Helena  
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(r) Chief shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Chief's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

6. Return of City Property

In the event of termination, any City equipment or property issued to Chief will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and Chief shall be promptly deliver them to the City Manager. Chief shall keep all information acquired through this position in the strictest confidence.

7. Indemnification

To the extent required by, and in accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Chief's duties as Fire Chief. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, such indemnification shall be limited as stated in paragraph 8 below.

8. Limitations/Reimbursements

Notwithstanding any other provision in this Agreement, and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Chief:

(a) In the event Chief is placed on paid leave pending an investigation, Chief shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(b) In the event City pays for Chief's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

(c) If this contract is terminated, any cash settlement related to the termination that Chief may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

9. Attorney's Fees

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In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

10. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

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

TO EMPLOYEE: John Sorensen  
2529 Pinot Way  
St. Helena, CA 94574

12. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Chief and the City Manager and approved by the City Council.

13. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

14. Assignment

Chief may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Informed and Voluntary Agreement

Chief acknowledges that he has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters in to this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

16. Agreement Subject to Council Ratification

John Sorensen Employment Agreement  
City of St. Helena  
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As stated in Municipal Code Section 2.12.060(B)(2), this Agreement is subject to ratification by the City Council at a regular meeting.

IN WITNESS WHEREOF, City and the Fire Chief have entered into and executed this Agreement as of the 28th day of May, 2019.

CITY OF ST. HELENA  
A Municipal Corporation

FIRE CHIEF

By: \_\_\_\_\_  
Mark T. Prestwich  
City Manager

By: \_\_\_\_\_  
John Sorensen

Approved as to Form:

By: \_\_\_\_\_  
Thomas B. Brown  
City Attorney

## **CITY OF ST. HELENA**

### **RESOLUTION No. 2019-XX**

**Resolution authorizing update to the Employment Agreement with Fire Chief John Sorensen in accordance with the requirement of California Code Section 54953(c)(3) the recommended final action for the Fire Chief provides for an employment contract renewal beginning February 1, 2019 with the following additional fringe benefits: increase severance pay from two (2) months to three (3) months, deferred compensation City match of up to \$200 per month, up to \$750 annually for reimbursements to attend St. Helena charitable events, a \$750 annual Uniform allowance, bereavement leave and family care, and prorated fringe benefits of vacation accruals, holiday pay, and executive leave similar to those that are offered to other full-time department heads**

#### **RECITALS**

- A. Fire Chief John Sorensen entered into an Employment Agreement with the City of St. Helena on March 24, 2015.
- B. Resolution 2016-25 approved Amendment No. 1 appointing John Sorenson for an additional three year term expiring January 31, 2019; and
- C. Resolution 2016-135 approved Amendment No. 2 to re-establish a specified hourly rate of \$74.51 for the Chief's overhead assignment outside of the City of St. Helena jurisdiction billed to the State of California and the Department of Emergency Services; and
- D. Resolution 2017-60 approved Amendment No. 3 to increase the hours of work an additional day (8 hours) per week and increase annual compensation to \$62,000 effective July 1, 2017; and
- E. On June 27, 2017, Resolution 2017-92 authorized a 3.0% Cost of Living Adjustment (COLA) to the Firefighter classification, but the action did not include the Fire Chief position in the Resolution for the 2017-18 fiscal year; and
- F. On June 26, 2018, Resolutioun 2018-82 approved Amendment No. 4 for a 3.0% salary adjustment in Fiscal Year 2017-18 for a total 6.5% salary adjustment effective July 1, 2018.

#### **RESOLUTION**

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



1. Approving updated Employment Agreement with Fire Chief John Sorensen authorizing renewal of the contract effective February 1, 2019.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject: Consideration and approval of a Resolution authorizing Amendment #2 to Professional Services Agreement with Erica Roetman Sklar for additional housing consulting services in the amount of \$4,000 for a total contract not-to-exceed amount of \$38,000.**

**CEQA Determination:** Not a CEQA project

**Prepared By:** April Mitts, Finance Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

One of the City Council's three-year goals is to "Stabilize, Maintain and Improve Access to Housing." On January 23, 2018, via Resolution 2018-9, the City entered into Professional Services Agreement STH Contract: 2018-038 (Attachment 1) with Erica Roetman Sklar (Consultant) for professional services in connection with Housing Consulting services for attainment of the City's Housing goals for an amount not-to-exceed \$24,000 and Resolution 2018-9 authorized the City Manager, if necessary, to execute an Amendment to the Professional Services Agreement STH Contract: 2018-038 up to \$10,000 for a total not-to-exceed amount of \$34,000. This contract included the preparation of a professionally developed White Paper summarizing the community's housing needs, constraints, and solutions.

In July 2018, the City Manager executed Amendment #1 to STH Contract: 2018-038 adding \$10,000 onto the existing agreement for a total not-to-exceed amount of \$34,000. Amendment #1 provided additional "as needed" services to assist the City with the next steps for the City's housing initiative which includes public engagement (Attachment 2).

**DISCUSSION**

The Consultant has represented they have the expertise, experience, and qualifications to assist with housing related items. The City desires to continue work towards its Housing Goals with next steps that include prioritizing ideas presented in the Housing White Paper which will include public engagement. Staff recommends City Council approve Amendment #2 to STH Contract: 2018-038 with Erica Roetman Sklar for an additional \$4,000 for a total not-to-exceed amount of \$38,000 (Attachment 3).

**FISCAL IMPACT**

It is anticipated project tasks will require up to 20 hours to complete. The hourly consultant rate is \$200. The costs for this agreement can be absorbed in the FY 2018-19 operating budget.

**RECOMMENDED ACTION**

It is recommended the City Council approve a Resolution authorizing Amendment #2 to Professional Services Agreement STH Contract: 2018-038 with Erica Roetman Sklar for housing consulting services for \$4,000 for a total not-to-exceed amount of \$38,000.

**ATTACHMENTS**

[Attachment 1: STH Contract 2018-038 Erica Roetman Skylar](#)

[Attachment 2: Amendment #1](#)

[Attachment 3: Amendment #2 Sklar](#)

[Attachment 4: Resolution - Amendment #2 E. Sklar](#)

STH CONTRACT: 2018-038

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on January 23, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Erica Roetman Skylar (Consultant).

### **RECITALS:**

A. City desires to employ Consultant to furnish professional services in connection with the project described as Housing Consulting Services for Attainment of City's Housing Goals.

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

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

### **SECTION 1 – BASIC SERVICES**

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

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

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

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

The time for completion of services shall be as identified in **Exhibit A, "Scope of Work"**.

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

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A, "Scope of Work"** attached hereto and made a part hereof. Total compensation shall not exceed \$24,000, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within

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E. Sklar 012318

30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

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

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

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

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

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

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

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
  1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
  3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

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

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

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

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

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

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

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



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

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

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

#### **SECTION 8 – INDEMNIFICATION**

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

#### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

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

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

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

#### **SECTION 10 – CONFLICTS OF INTEREST**

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

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

#### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

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

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

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

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

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

### **SECTION 13 – SUSPENSION OF WORK**

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

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

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

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

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

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

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

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

### **SECTION 16 – RECORDS**

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

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

#### **SECTION 17 – COOPERATION BY CITY**

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

#### **SECTION 18 – NOTICES**

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

To City: City Manager  
1480 Main Street  
St. Helena, California 94574

To Consultant: Erica Roetman Sklar  
1610 Kearney St.  
St. Helena, CA 94574  
707-738-2294  
sklarer@gmail.com

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

#### **SECTION 19 – TERMINATION**

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

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

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

#### **SECTION 20 – ATTORNEY FEES**

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

may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

#### **SECTION 21 – ENTIRE AGREEMENT**

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

#### **SECTION 22 – SUCCESSORS AND ASSIGNS**

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

#### **SECTION 23 – CONTINUITY OF PERSONNEL**

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

#### **SECTION 24 – DEFAULT**

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

#### **SECTION 25 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

#### **SECTION 26 – LAW TO GOVERN; VENUE**

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

**SECTION 27 – SEVERABILITY**

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

**SECTION 28 – SPECIAL PROVISIONS**

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

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

Consultant:

By: [Signature]  
Name: ERICA R. SELAR  
Title: CONSULTANT

City:

By: [Signature]  
Name: Mark T. Prestwich  
Title: City Manager

Approved as to Form:

By: \_\_\_\_\_  
Name: Thomas B. Brown  
Title: City Attorney

STH CONTRACT: 2018-050038-1

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT STH CONTRACT:  
2018-038 WITH ERICA ROETMAN SKLAR FOR HOUSING CONSULTING  
SERVICES FOR ATTAINMENT OF CITY'S HOUSING GOALS.**

- A. Pursuant to the terms of the written Agreement between City of Consultant, approved on January 23, 2018 via Resolution 2018-9, the City entered into Professional Services Agreement STH Contract: 2018-038 with Erica Roetman Sklar (Consultant) for professional services in connection with Housing Consulting Services for Attainment of City's Housing Goals not to exceed \$24,000; and
- B. Resolution 2018-9 authorized the City Manager, if necessary, to execute an Amendment to the Professional Services Agreement STH Contract: 2018-9 up to \$10,000 for a total not-to-exceed amount of \$34,000; and
- C. The Consultant has represented they have the necessary expertise, experience, and qualifications to assist with Housing related items; and
- D. City and Consultant desire to amend the Agreement to provide additional "as needed" services to assist the City the next steps for the City's housing initiative which includes Public Engagement for and additional \$10,000 for a total not-to-exceed amount of \$34,000; and
- E. On May 8, 2018 City Council adopted Finance Policy P-FI-0013 establishing a Fraud Prevention and Detection Policy and in accordance with this policy the Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement; and
- F. All other provisions of the original Agreement remain; and
- G. Amendment No. 1 in the amount of \$10,000 to the Agreement for Consultant Services with Erica Roetman Sklar is hereby approved; and
- H. The total amended contract not to exceed \$34,000.



STH CONTRACT: 2018-050038-1

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

Consultant:

By:   
Name: ERICA R SKLAR  
Title: CONSULTANT

City:

By:   
Name: Mark T. Prestwich  
Title: City Manager

Approved as to Form:

By: \_\_\_\_\_  
Name: Thomas B. Brown  
Title: City Attorney

**AMENDMENT #2**  
**TO PROFESSIONAL SERVICES AGREEMENT 2018-038 WITH ERICA ROETMAN SKLAR**  
**FOR HOUSING CONSULTING SERVICES FOR ATTAINMENT OF CITY'S HOUSING GOALS**  
**FOR AN ADDITIONAL \$4,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED**  
**\$38,000.**

This Second Amendment to Professional Services Agreement STH Contract: 2018-038 dated January 23, 2018 ("Agreement") is made as of this 28 day of May, 2019 by and between the City of St. Helena, a municipal corporation ("City"), and Erica Roetman Sklar ("Consultant").

**RECITALS**

- A. Pursuant to the terms of the written Agreement between City and Consultant, approved on January 23, 2018, via Resolution 2018-9, the City entered into Professional Services Agreement STH Contract: 2018-038 with Erica Roetman Sklar (Consultant) for professional services in connection with Housing Consulting Services for attainment of City's Housing Goals not-to-exceed \$24,000; and
- B. Resolution 2018-9 authorized the City Manager, if necessary, to execute an Amendment to the Professional Services Agreement STH Contract: 2018-038 up to \$10,000 for a total not-to-exceed amount of \$34,000; and
- C. In July 2018, the City Manager executed Amendment #1 to STH Contract: 2018-038 for a additional \$10,000 for a not-to-exceed amount of \$34,000; and
- D. The Consultant has represented they have the expertise, experience, and qualifications to assist with Housing related items; and
- E. The City desires to continue work towards its Housing Goals to prioritize ideas presented in the Housing White Paper and items identified in Exhibit A; and
- F. City and Consultant now desire to amend the Agreement with Consultant for an additional \$4,000 for a not-to-exceed amount of \$38,000.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A. Compensation and Method of Payment, is amended to read as follows:

"Total compensation shall not exceed \$38,000.00..."

All other terms of the Agreement and Amendment #1 of the Agreement shall remain in full force and effect.

Page 1 of 2

Second Amendment to Professional Services Agreement STH Contract: 2018-038  
 Consultant: Erica Roetman Sklar

Entered as of the day and year first above stated.

**CONSULTANT:**

**CITY OF ST. HELENA**  
a Municipal Corporation

*Signatures of Authorized Persons:*

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

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

Print Name: Mark T. Prestwich

Print Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**Exhibit A – Scope of Services**

To assist the City of St. Helena with achieving the City Council’s three-year goal to “Stabilize, Maintain and Improve Access to Housing”, Consultant shall complete the following scope of services at an hourly rate of \$200.00 for a total of 20 hours with a not-to-exceed amount of \$4,000:

- A. Planning Meeting.** Participate in planning and coordination meeting with City.
- B. Public Workshops.** Conduct 2-4 public workshops in order to share White Paper findings and recommendations and prioritize and possibly sorted into “themes” which could be High, Medium, Low priorities
- C. Report.** Prepare summary report of Public Workshop findings by theme and priority level.
- D. Other.** Advise City housing committee and staff on general housing related issues.

**CITY OF ST. HELENA**

**RESOLUTION No. 2019-**

**Resolution of the Council of the City of St. Helena authorizing the City Manager to execute Amendment #2 to Professional Services Agreement STH Contract: 2018-038 with Erica Roetman Sklar for housing consulting services for attainment of City's Housing Goals for an amount of \$4,000 for a total not-to-exceed amount of \$38,000**

**RECITALS**

- A. One of the City Council's 3-year Goals adopted is to Stabilize, Maintain, and Improve Access to Housing; and
- B. On January 23, 2018, via Resolution 2018-9, , the City entered into Professional Services Agreement STH Contract: 2018-038 (Attachment 1) with Erica Roetman Sklar (Consultant) for professional services in connection with Housing Consulting services for attainment of the City's Housing goals for an amount not-to-exceed \$24,000 and Resolution 2018-9 authorized the City Manager, if necessary, to execute an Amendment to the Professional Services Agreement STH Contract: 2018-038 up to \$10,000 for a total not-to-exceed amount of \$34,000. This contract included the preparation of a professionally developed White Paper summarizing the community's housing needs, constraints, and solutions; and
- C. In July 2018, the City Manager executed Amendment #1 to STH Contract: 2018-038 adding \$10,000 onto the existing agreement for a total not-to-exceed amount of \$34,000. Amendment #1 provided additional "as needed" services to assist the City with the next steps for the City's housing initiative which includes public engagement; and
- D. The Consultant has represented they have the expertise, experience, and qualifications to assist with housing related items; and
- E. The City desires to continue work towards its Housing Goals with next steps that include prioritizing ideas presented in the Housing White Paper which will include public engagement.

**RESOLUTION**

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

1. Approval of Amendment #2 is not a CEQA project; and
2. The City Council authorizes the City Manager to execute Amendment #2 to Professional Services Agreement STH Contract: 2018-038 with Erica Roetman Sklar for additional housing consulting services for an amount of \$4,000 for a total not-to-exceed amount of \$38,000; and
3. The City Council authorizes the City Manager to execute Amendment #2.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafofopoulos, City Clerk





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject: Consideration of Resolution Approving Marketing and Promotional Services Agreement in the amount of \$210,000 Between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2019-20**

**CEQA Determination:** Not a CEQA project

**Prepared By:** April Mitts, Finance Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

**BACKGROUND**

The City of St. Helena has contracted with the St. Helena Chamber of Commerce for marketing and promotional services. The current Marketing and Promotional Services Agreement expires on June 30, 2019. The St. Helena Chamber of Commerce presented a summary of fiscal year (FY) 2018-19 accomplishments at the City Council meeting of April 23, 2019. separate allocation of \$25,000 for the creation of a new Winter Event for the benefit of City residents, and the local business community.

**DISCUSSION**

The FY 2019-20 Marketing and Promotional Services Agreement (Agreement) provides \$210,000 toward marketing and promotional efforts to be paid in quarterly installments on July 31, 2019, October 31, 2019, January 31, 2020 and April 30, 2020. The agreement includes the Chamber allocating \$30,000 of the \$210,000 contract amount to Musical Picnics Concert Series, Jingle All the Way, Celebrate St. Helena, and other miscellaneous events that foster community building.

**FISCAL IMPACT**

The City's FY 2019-20 DRAFT Budget includes an appropriation for \$210,000 to the St. Helena Chamber of Commerce.



**RECOMMENDED ACTION**

Adopt Resolution approving Promotional Services Agreement with St. Helena Chamber of Commerce for FY 2019-20.

**ATTACHMENTS**

[Marketing & Promotional Services Agreement FY 2019-20](#)  
[Chamber of Commerce Resolution](#)

**MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE  
CITY OF ST. HELENA AND THE ST. HELENA CHAMBER OF COMMERCE**

**THIS MARKETING AND PROMOTIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, 2019 ("Effective Date") by and between the City of St. Helena, a municipal corporation located in the County of Napa, State of California ("City"), and the St. Helena Chamber of Commerce, a California Non-Profit Corporation ("Chamber"). The City and Chamber are sometimes hereinafter referred to collectively as the "Parties."

**RECITALS**

- A. City seeks to work with the Chamber of and the local business community to invest funding to market and promote St. Helena as a desirable tourist destination choice.
- B. California Government Code Section 37110 provides the City with authorization to utilize City General Funds to, among other things, promote the City.
- C. Chamber represents it is recognized by the Internal Revenue Service as a Section 201[c][6] nonprofit organization.
- D. Chamber represents it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on promotional and marketing activities on behalf of the City in accordance with this Agreement.
- E. City and Chamber have previously entered into similar promotional and marketing services agreements.
- F. City seeks to have the Chamber continue to sponsor and support a variety of community building activities, including cooperating with the City and local volunteers to produce Jingle All the Way for the benefit of City residents and the local business community, and the Chamber desires to conduct such community building activities.

- G. The City 2019-20 annual operating budget includes an allocation of \$35,000 for Jingle All the Way.

**Therefore**, for the consideration hereinafter specified, the Parties agree as follows:

Section 1. Scope of Services. Chamber shall provide the services outlined in Exhibit A attached hereto, including dedicating Chamber efforts and allocating 14% (\$30,000) of the contracted \$210,000 contract amount to the Special Events Production activities set forth on Exhibit A. The Parties acknowledge and agree that to foster the success of Jingle All the Way ("Event"), the Chamber shall dedicate a substantial portion of Chamber Special Events Production activities to the Event. Subject to Section 22 of this Agreement, the Parties may agree to Scope of Services modifications mutually acceptable to the Parties and confirmed in writing signed by the Parties.

Section 2. Term of Agreement. The term of this Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2020 unless sooner terminated in accordance with its terms.

Section 3. Compensation. For the Scope of Services provided in Exhibit A, the City will pay the Chamber the annual sum of \$210,000. Said payments shall be made in quarterly installments of \$45,000 toward Tourism Marketing and Promotional Efforts paid on July 31, 2019, October 31, 2019, January 31, 2020, and April 30, 2020.

Notwithstanding the foregoing, the Parties acknowledge and agree that: (a) the cost of production of Jingle All the Way is likely to exceed the City's \$35,000 contribution and the \$20,000 Chamber allocation on Exhibit A (such amounts combined, the "City/Chamber Funds"); (b) the Chamber and local volunteers intend to raise additional funds for the Event through contributions to a Chamber foundation ("Contributions"); (c) in the event that the amount of the City/Chamber Funds plus Contributions on hand are insufficient to pay any Event deposits as of the date they are due, the City Manager is authorized to make a full or partial advance disbursement of the October 31, 2019 \$45,000 quarterly installment, as necessary to cover the shortfall; (d) the Chamber and Chamber foundation assume the responsibility to account for Contributions including, without limitation, allocation of any portion of Contributions to cover advance disbursements to the Chamber made pursuant to the foregoing clause; (e) the City Manager may disburse City/Chamber Funds and any advance disbursement amounts directly to the vendor or to the Chamber in order to pay Event deposit expenses; and (f) in no event shall the City be obligated to disburse more than \$210,000 to or on behalf of the Chamber during the term of

this Agreement.

Section 4. Accounting. On or prior to the Effective Date, the Chamber shall deliver to the City a written copy of the Chamber's complete operating budget for the 2019-2020 fiscal year and a copy of the prior fiscal year budget and actual expenditures. The Chamber shall account for all City funding provided under this Agreement and shall keep complete and accurate books and records for all expenditures associated with the City funding provided under this Agreement. Upon not less than 10 calendar days' notice from the City, the Chamber shall make available to the City and submit to inspection, review, and audit by the City and/or other governmental agencies with jurisdiction, all the Chambers' books, records, and financial statements.

Section 5. Performance Evaluation and Tracking. For the purpose of evaluating the effectiveness of the Tourism, Marketing and Promotional Efforts and the Special Events Production provided by the Chamber under this Agreement, the Chamber shall provide to the City a mid-year review on a date selected by the City, and a final written report at the end of the fiscal year. The mid-year review and final report shall include a report of all expenditures funded under this Agreement, and shall include the following information as of the date of reporting:

- Statistics of visitor activity including the number of visitors to the St. Helena Welcome Center and number of referrals to St. Helena businesses.
- Utilization and traffic counts on the Chamber web-site.
- Hours of operation and staffing levels at the St. Helena Welcome Center. Hours of operation shall generally be 9:00 a.m. to 5:00 p.m. weekdays, 10:00 a.m. to at least 2:00 p.m. on weekends, except for holidays and Chamber staffed special events. Hours may be reduced during the off-season period of January – May.
- Reports on advertising, press coverage, and press releases with dates of publication or release.
- Status of projects/programs and Special Events Production outlined in Exhibit A, "Scope of Services," including, without limitation, dates, estimated attendees and expenditures.

The City Manager and the Chamber's President/CEO shall meet periodically to discuss and review marketing trends, business climate, etc., within St. Helena and the Napa Valley region and Special Events Productions.

Section 6. Independent Contractors. The Parties understand and agree that in the performance of its work and services under this Agreement, Chamber is and at all times shall remain a wholly independent contractor and not an officer, employee or agent of City. Chamber shall obtain no rights or benefits that accrue to City employees. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City

Section 7. Indemnification by Chamber. The Chamber shall, upon the City's written demand and with legal counsel acceptable to the City, defend, indemnify, and hold harmless the City, its agents, officers, City Council members, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including expert fees and costs, which may be asserted by any person, including the Chamber, arising out of or in connection with the Chamber's performance of services under this Agreement.

Section 8. Indemnification by City. The City shall, upon the Chamber's written demand and with legal counsel acceptable to the Chamber, defend, indemnify, and hold harmless the Chamber, its agents, officers, and employees for all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees and legal expenses including expert fees and costs, which may be asserted by any person, including the City, arising out of or in connection with the City's performance under this Agreement .

Section 9. Insurance Requirements. Chamber shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Chamber, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

- B. Minimum Limits of Insurance. Chamber shall maintain limits no less than:
1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.
- D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Chamber or Chamber's subconsultants; or automobile owned, leased, hired or borrowed by the Chamber.
  2. For any claims related to Chamber's conduct while performing the work of this project, the Chamber's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Chamber's insurance and shall not contribute with it.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

E. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

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

Section 10. Nondiscrimination. The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, sexual orientation, gender, gender identity, gender expression, age, national origin, religion, marital status, medical condition, or physical or mental disability.

Section 11. Governing Law. City and Chamber agree that the law governing this Agreement shall be that of the State of California.

Section 12. Compliance with Laws. Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local Agencies (including, without limitation, the City).

Section 13. Disclosure/Provision of Information. Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement may include the City logo on the material. Any information developed by Chamber pursuant to this Agreement shall be provided to the City upon request and Chamber expressly grants City full legal authority and license to use and distribute any such materials.

Section 14. Waiver. The Parties agree that a waiver, breach, or violation of any term

or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The City's acceptance of Chamber's performance of any work or services shall not be deemed to be a waiver of City's rights or Chamber's obligations under this Agreement.

Section 15. Assignment/Delegation. Neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other Party, and no assignment shall be of any force or affect whatsoever, and shall be void, unless and until the other Party shall have so consented.

Section 16. Conflict of Interest/Anti-Fraud and Anti-Corruption Policies. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. The Chamber further covenants that in the performance of the Scope of Services under this Agreement, Chamber will not knowingly employ any person having any such conflict of interest with the City.

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

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

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) /



subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

Section 17. Attorney's Fees. In the event either Party brings an action or proceeding for damages arising out of the other's performance under this Agreement, or to establish the rights or remedies of either party, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs as part of such action or proceeding or any post-judgment legal proceedings.

Section 18. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights or remedies to any person or entity not a Party to this Agreement. In the event that Chamber enters into any agreements with third parties in connection with the work and services provided under this Agreement, City shall be deemed an intended third party beneficiary of such agreements.

Section 19. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be personally served or mailed, return-receipt requested, addressed to the respective parties as follows:

CEO/President  
St. Helena Chamber of Commerce  
1320A Main Street  
St. Helena, CA 94574

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

Section 20. Prior Agreements. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered under this Agreement.

Section 21. Representations. Chamber represents it is recognized by the Internal

Revenue Service as a section 501[c][6] nonprofit organization, that it is directed by an elected Board of Directors from the local business community with a professional staff, and is organized and equipped to carry on the Scope of Services to be provided to the City in accordance with the terms of this Agreement.

Section 22. Entire Agreement/ Interpretation. Both Parties acknowledge that by entering into this Agreement, the City is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly provided in this Agreement. This Agreement constitutes the entire agreement among the Parties and may not be modified or changed, except by written instrument executed by both parties. No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision.

Section 23. Termination. This Agreement may be terminated prior to June 30, 2020 as follows: By either Party, if the other Party fails to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violates any of the terms of this Agreement. The Party terminating the Agreement shall give written notice of such termination, stating the reasons for such termination in such event. Termination shall be effective 30 days following such written notice. Upon the termination of this Agreement by either Party, (1) any accrued but unpaid compensation due the Chamber shall be paid to the Chamber within thirty (30) days after receipt of the Chamber's invoice following such termination; and (2) Chamber shall repay to City within thirty (30) days after receipt of the Chamber's invoice following such termination the pro-rata portion of any quarterly payment remaining post-termination. Compensation to the Chamber or Chamber's reimbursement to City due upon termination shall be prorated. For example, if the Agreement were terminated on February 28, 2020, then \$15,000 of the \$45,000 of quarterly funds advanced on January 31 for Tourism Marketing and Promotion Efforts would be returned to the City for the services not performed during March 2020 of the installment period plus funds disbursed for Special Events Production that had not occurred prior to the termination date.

Section 24. Special Provisions. This Agreement is subject to the following special provisions:

The parties are required to provide certificates of coverage for Jingle All the Way ("Event") and shall name each other as additional insureds for the Event, as set forth

below.

Hold harmless: to the fullest extent permitted by law, Chamber shall hold harmless, defend at its own expense, and indemnify City its officers, employees, agents, contractors, consultants, and volunteers, from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising out of, relating to, or resulting from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence, active negligence, or willful misconduct.

Hold harmless: to the fullest extent permitted by law, City shall hold harmless, defend at its own expense, and indemnify Chamber its officers, employees, agents, and volunteers, from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising out of, relating to, or resulting from, all acts or omissions of City or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Contractor's sole negligence, active negligence, or willful misconduct.

Both parties shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise out of relate to, or result from the performance of the work hereunder by the respective party, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the parties maintain broader coverage and/or higher limits than the minimums shown above, the parties require and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

The parties, their officers, officials, employees, contractors, consultants, and volunteers are to be covered as additional insureds on the other party's CGL policy with respect to liability arising out of, relating to, or resulting from work or operations performed by or on behalf of the respective party, including liability arising out of, relating to, or resulting from materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects to the parties, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the parties, its officers, officials, employees, or volunteers shall be excess and shall not contribute with it.

#### Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the parties.

#### Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

The parties shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the

required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The parties reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

The parties reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Chamber:

By:

Name:

Title:

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

Name: Mark T. Prestwich

Title: City Manager

Approved as to Form:

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

Name: Thomas B. Brown

Title: City

Attorney

**Exhibit A Scope of Services**

**St. Helena Chamber of Commerce Marketing and Promotional Services Agreement**

**Tourism, Marketing, and Promotional Efforts**

The St. Helena Chamber of Commerce "Chamber" shall use its best efforts to proactively market the City of St. Helena and Chamber members to promote tourism and local businesses by implementing an effective marketing and promotional strategy designed to maintain and generate increased TOT and sales tax revenue to the City's General Fund thereby directly contributing to the quality of life for local residents through the funding of core town services. Chamber's marketing and promotional efforts shall include, without limitation, the following activities:

- Direct and implement a Public Relations strategy which can include retaining a public relations professional to assist in the marketing and exposure of the City of St. Helena as a high-end destination.
- Direct and implement a Marketing Strategy with an overall "Visit St. Helena" message designed to directly and indirectly benefit all businesses in and around St. Helena.
- Maintain a robust, timely and current web-site and provide a link to the City web-site. The site should be mobile friendly and easy to navigate.
- Operate and staff a Welcome Center on a daily basis. Hours of operation shall generally be 9:00 a.m. to 5:00 p.m. weekdays, 10:00 a.m. to at least 2:00 p.m. weekends, except for holidays and Chamber staffed Special Events. Chamber may reduce weekend hours during Jan -May.
- Produce and update as necessary various City promotional information such as but not limited to a walking map of St. Helena and other such information.

**Special Events Production**

Special Events Productions are to be held in St. Helena and generally available to the community with no entrance fee but may include nominal costs for special activities and food and beverages. The Chamber will use its best efforts to provide support and assistance to the following community activities and in the following amounts, including but not limited to:

|                               |          |
|-------------------------------|----------|
| Musical Picnic Concert Series | \$ 6,500 |
| Jingle All the Way Event      | \$20,000 |
| Celebrate St. Helena          | \$ 2,500 |
| Miscellaneous Events          | \$ 1,000 |

**CITY OF ST. HELENA**

**RESOLUTION No. 2016-**

**Approving the Marketing and Promotional Services Agreement Between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2019-20 in the Amount of \$210,000**

**RECITALS**

- A. The City of St. Helena desired to continue working with the St. Helena Chamber of Commerce by investing funding to market and promote St. Helena as a desirable tourist destination choice; and
- B. California Government Code Section 37110 provides the City with authorization to spend money from the General Fund to, among other things, promote the City; and
- C. The St. Helena Chamber of Commerce represents it is a recognized by the Internal Revenue Service as a Section 501[c][6] nonprofit organization; and
- D. The St. Helena Chamber of Commerce represents it is directed by an elected Board of Directors from the local business community with a professional staff and is organized and equipped to carry on promotional and marketing activities on behalf of the City.

**RESOLUTION**

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

- 1. Approval of this Agreement is not a CEQA project; and
- 2. The City Council approves the Marketing and Promotional Services Agreement between the City of St. Helena and the St. Helena Chamber of Commerce for FY 2019-20 in an amount of \$210,000; and
- 3. The City Council authorizes the City Manager to execute the Agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

Mayor Ellsworth: \_\_\_\_\_  
Vice Mayor Dohring: \_\_\_\_\_  
Councilmember Koberstein: \_\_\_\_\_

Councilmember Chouteau: \_\_\_\_\_

Councilmember Knudsen: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafofoulous, City Clerk







Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed adoption of a Resolution approving plans and specifications for the Year 1 Pavement Restoration, Project R19-79, and authorizing advertisement for bids

**CEQA Determination:** Class I Categorical Exemption under Section 15301 of CEQA

**Prepared By:** Edrees Argand, Junior Assistant Engineer

**Reviewed By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

The City of St. Helena is responsible for the maintenance of public streets within the City limits. On May 8, 2018, City Council adopted the Capital Improvement Program (CIP) which included the Pavement Restoration Project, Capital Improvement Project R19-79. The City of St. Helena requires engineering services in order to provide plans, specifications, and construction estimates in order to bid these street improvement projects. On January 8, 2019, City Council awarded a Professional Services Agreement with Green Valley Consulting Engineers in the amount of \$90,000 to complete design for Year 1 and Year 2 of the Pavement Restoration, Project R19-79. The plans and specifications for Year 1 are now complete and the project is ready for bidding.

**DISCUSSION**

Work in general will include maintenance of existing streets, including full depth asphalt concrete repairs, pavement grinding, asphalt concrete overlays, slurry sealing, crack sealing, microsurfacing, traffic striping, sidewalk replacement, valley gutters replacement, curb and gutter repairs, and curb ramp upgrades, which does not expand or increase the existing street capacity. The intent of the project is to improve the condition of critical streets within the City of St. Helena and improve on pedestrian and planned bicycle facilities when feasible.

Three of the planned overlay projects for Year 1, (1) Andrea Avenue from Kearney Street to Oak Avenue, (2) Kearney Street from Hillview Place to Madrona Street, and (3) Kearney Street from Madrona Street to Pine Street were moved to Year 2 of the R19-79 Pavement Restoration project because PG&E will be doing work in that area later in 2019. With the removal of the three Kearney Street segments listed, all Year 2 street segments that were identified to receive microsurfacing and slurry seal - Type II treatments were moved to Year 1 of the R19-79 Pavement Restoration project. The street segments moved up to Year I include: Spring Street from Sylvaner Avenue (W) to Chardonnay Way, Spring Street from 639' W/O Sylvaner to Sylvaner Avenue (W), Arrowhead Drive from BCR at Sulphur Springs to END (S), McCorkle Avenue from End (W) to Allison Avenue, Church Street from Hunt Avenue to Pope Street, Hudson Avenue from Madrona Street to Adams Street, Hudson Avenue from Adams Street to Springs Street, Money Way from Spring Street to Adams Street, and Paulson Court from Pope Street to End (N).

The final design is complete and has been approved by the Director of Public Works/City Engineer. Per the City of St. Helena Municipal Code Section 3.04.210(c), the construction costs are expected to be above \$200,000 and will require City Council approval and adopting of the plans and specifications prior to advertisement.

The R19-79 Pavement Restoration project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

The Year 1 Project Plans are currently available for review at the Public Works Department at 1572 Railroad Avenue and at [www.blueprintexpress.com/sthelenahelena](http://www.blueprintexpress.com/sthelenahelena). Sealed bid proposals for the project will be received at City Hall until 3:30 PM on Wednesday, June 19.

#### **FISCAL IMPACT**

The annual Pavement Restoration Project, CIP Project No. R19-79 is included in the May 2018 adopted five-year Capital Improvement Program (Attachment 2). A summary of anticipated expenditures for Year 1 are presented below.

|                                                     |                    |
|-----------------------------------------------------|--------------------|
| R19-79 Pavement Restoration Estimated Project Costs |                    |
| Survey, Design, Engineering                         | \$90,000           |
| Estimated Construction Costs                        | \$795,000          |
| Construction Contingency (10%)                      | \$79,500           |
| Construction Management & Inspection                | \$79,500           |
| <b>Estimated Total Project Cost</b>                 | <b>\$1,044,000</b> |

The FY 2018-19 CIP paving budget identified a total project cost of \$750,000. Because the construction will not begin until Fiscal Year 2019-20, the funds allocated in FY 2018-

19 will rollover into FY 2019-20. Additionally , Measure T fund revenues are higher than originally anticipated and can cover the additional funds necessary for this project. Year 2 pavement construction will not be advertised until the spring of 2020. City funds budgeted for this project include General Funds - Maintenance of Effort, Measure T, and Senate Bill 1 (SB1) funds.

**RECOMMENDED ACTION**

Staff recommends City Council to adopt the Resolution approving plans and specifications for the Year 1 Pavement Restoration, Project R19-79, and authorizing advertisement for bids.

**ATTACHMENTS**

[Attachment 1: Year 1 Pavement Restoration, Project R19-79 Resolution](#)

[Attachment 2: 2 Year Street Project List](#)

[Attachment 3: CIP R19-79 Budget](#)

## **CITY OF ST. HELENA**

### **RESOLUTION No. 2019-**

#### **Approving plans and specifications for the Year 1 Pavement Restoration, Project R19-79, and authorizing advertisement for bids**

#### **RECITALS**

- A. The City of St. Helena is responsible for the maintenance of public streets within the City limits; and
- B. On May 8, 2018, City Council adopted the Capital Improvement Program (CIP) which included the Pavement Restoration, Project R19-79; and
- C. On January 8, 2019, the City Council adopted Resolution 2019-03 approving a professional services agreement with Green Valley Consulting Engineers for completing design plans and specifications for the R19-79 Pavement Restoration; and
- D. Work in general will include maintenance of existing streets, including full depth asphalt concrete repairs, pavement grinding, asphalt concrete overlays, slurry sealing, crack sealing, microsurfacing, traffic striping, sidewalk replacement, valley gutters replacement, curb and gutter repairs, and curb ramp upgrades, which does not expand or increase the existing street capacity; and
- E. The Year 1 Project Plans have been completed to City standards and approved by the City Director of Public Works/City Engineer; and
- F. The Fiscal Year 2018/2019 budget includes Project funding from General Funds, Measure T Funds, and Senate Bill 1 (SB1) funds.

#### **RESOLUTION**

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

- 1. The Pavement Restoration, Project R19-79, is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use; and
- 2. The Year 1 Pavement Restoration, Project R19-79 project plans are available online and for viewing at 1572 Railroad Avenue, are hereby approved; and

3. The Public Works Director/City Engineer is authorized to advertise Year 1 of the Pavement Restoration, Project R19-79.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019 by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafopoulous, City Clerk

**CITY OF ST. HELENA**  
**2-YEAR PAVEMENT RESTORATION PROJECTS**

| ROAD NAME           | BEGINNING LOCATION                | END LOCATION         | DESCRIPTION OF WORK                           | PCI<br>CURRENT | PCI<br>AFTER |
|---------------------|-----------------------------------|----------------------|-----------------------------------------------|----------------|--------------|
| <b>YEAR 2018/19</b> |                                   |                      |                                               |                |              |
| ANDREA AV           | KEARNEY ST                        | OAK AV               | 2" AC OL w/Fabric, , curb ramps, and striping | 36             | 100          |
| GROVE CT            | HUNT AV                           | END (N)              | 2" AC OL w/Fabric, curb ramps, and striping   | 41             | 100          |
| KEARNEY ST          | HILLVIEW PL                       | MADRONA ST           | 2" AC OL w/Fabric, curb ramps, and striping   | 45             | 100          |
| KEARNEY ST          | MADRONA ST                        | PINE ST              | 2" AC OL w/Fabric, curb ramps, and striping   | 52             | 100          |
| SPRING ST           | CHARDONNAY WY                     | SYLVANER AV (E)      | 2" AC OL w/Fabric, curb ramps, and striping   | 49             | 100          |
| MONTE VISTA         | HUNT AV                           | END (N)              | 2.5" AC OL w/Fabric, curb ramps, and striping | 32             | 100          |
| SPRING ST           | CHARDONNAY WY                     | VALLEY VIEW ST       | 2" AC OL w/Fabric, curb ramps, and striping   | 35             | 100          |
| SPRING ST           | CITY LIMITS                       | 639' W/O SYLVANER AV | 2" AC OL, curb ramps, and striping            | 67             | 100          |
| <b>YEAR 2019/20</b> |                                   |                      |                                               |                |              |
| VOELKER CT          | CRINELLA DR                       | END (E)              | 2.5" AC OL w/Fabric, curb ramps, and striping | 31             | 100          |
| VORHEES CIR         | APPROX. 250' N OF MITCHELL DR (W) | MITCHELL DR (W)      | 2" AC OL w/Fabric, curb ramps, and striping   | 52             | 100          |
| BROWN ST            | ALLISON AV                        | END (W)              | 2" AC OL w/Fabric, curb ramps, and striping   | 10             | 100          |
| CRINELLA DR         | MAIN ST                           | PARK ST              | 2" AC OL w/Fabric, curb ramps, and striping   | 14             | 100          |
| CRINELLA DR         | PARK ST                           | PUMP STATION         | 2" AC OL w/Fabric, curb ramps, and striping   | 14             | 100          |
| CRINELLA DR         | PUMP STATION                      | PARK ST              | 2.5" AC OL w/Fabric, curb ramps, and striping | 25             | 100          |
| PARK ST             | CRINELLA DR                       | PRATT AVENUE         | 2" AC OL w/Fabric, curb ramps, and striping   | 39             | 100          |
| PARK ST             | CHRISTINE CT                      | CRINELLA DR          | 2.5" AC OL w/Fabric, curb ramps, and striping | 23             | 100          |
| CHRISTINE CT        | PARK ST                           | END (E)              | 2.5" AC OL w/Fabric, curb ramps, and striping | 23             | 100          |
| SPRING ST           | SYLVANER AV (W)                   | CHARDONNAY WY        | MicroSurfacing, curb ramps, and striping      | 72             | 78           |
| SPRING ST           | 639' W/O SYLVANER AV              | SYLVANER AV (W)      | Slurry Seal - Type II                         | 95             | 98           |
| KEARNEY ST          | PINE ST                           | ADAMS ST             | MicroSurfacing, curb ramps, and striping      | 66             | 72           |
| ARROWHEAD DR        | SULPHUR SPRINGS RD                | END (S)              | MicroSurfacing, curb ramps, and striping      | 72             | 78           |
| MCCORKLE AV         | END (W)                           | ALLISON AV           | MicroSurfacing, curb ramps, and striping      | 73             | 79           |
| ADAMS ST            | HUDSON AV                         | ALLYN AV             | Slurry Seal - Type II                         | 82             | 88           |
| CHURCH ST           | HUNT AV                           | POPE ST              | Slurry Seal - Type II                         | 84             | 90           |
| HUDSON AV           | MADRONA ST                        | ADAMS ST             | Slurry Seal - Type II                         | 77             | 84           |
| HUDSON AV           | ADAMS ST                          | SPRING ST            | Slurry Seal - Type II                         | 83             | 89           |
| MONEY WY            | SPRING ST                         | ADAMS ST             | Slurry Seal - Type II                         | 75             | 82           |
| PAULSON CT          | POPE ST                           | END (N)              | Slurry Seal - Type II                         | 84             | 89           |

**Project Title: Pavement Restoration****Address:** St. Helena, CA 94574**Project Number:** R19-79**Project Purpose and Description:**

This annual project will reduce the continued degradation of the City's street system through a combination of paving, crack sealing, slurry seals, and/or microsurfacing various streets eligible for Measure T funding (street list adopted by City Council.) Accessibility improvements to sidewalks and curb ramps will be included as part of the project whenever applicable. It is anticipated that there will be one various streets project per year.

**Financial Overview:**

| Phase                   | Prior Years              |           |                             | 2019-2023 CIP BUDGET |                    |                    |                    |                    |                    |
|-------------------------|--------------------------|-----------|-----------------------------|----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                         | Actual Life to Date thru | Estimated | Estimated Life to date thru | Proposed Budget      | Projected          |                    |                    |                    |                    |
|                         | FY 16/17                 | FY 17/18  | FY 17/18                    | FY 18/19             | FY19/20            | FY20/21            | FY21/22            | FY22/23            | Total              |
| Design                  |                          |           |                             | \$30,000             | \$75,000           | \$75,000           | \$75,000           | \$75,000           | \$330,000          |
| Environmental/Planning  |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| Land & Easements        |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| Legal Services          |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| Construction Management |                          |           |                             | \$50,000             | \$100,000          | \$100,000          | \$125,000          | \$125,000          | \$500,000          |
| Construction Contract   |                          |           |                             | \$620,000            | \$1,050,000        | \$1,225,000        | \$1,300,000        | \$1,300,000        | \$5,495,000        |
| Contingency             |                          |           |                             | \$50,000             | \$100,000          | \$125,000          | \$125,000          | \$125,000          | \$525,000          |
| CIP Overheads           |                          |           |                             |                      |                    |                    |                    |                    | \$0                |
| <b>Total</b>            | \$0                      | \$0       | \$0                         | <b>\$750,000</b>     | <b>\$1,325,000</b> | <b>\$1,525,000</b> | <b>\$1,625,000</b> | <b>\$1,625,000</b> | <b>\$6,850,000</b> |

| Funding Sources | Actual Life to Date thru | Estimated  | Estimated Life to date thru | Proposed Budget  | Projected          |                    |                    |                    |                    |
|-----------------|--------------------------|------------|-----------------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                 | FY 16/17                 | FY 17/18   | FY 17/18                    | FY 18/19         | FY19/20            | FY20/21            | FY21/22            | FY22/23            | Total              |
|                 | FY 16/17                 | FY 17/18   | FY 17/18                    | FY 18/19         | FY19/20            | FY20/21            | FY21/22            | FY22/23            | Total              |
| General Fund    |                          |            |                             | \$284,189        | \$379,189          | \$379,189          | \$379,189          | \$379,189          | \$1,800,945        |
| Gas Tax Fund    |                          |            |                             |                  | \$31,811           | \$31,811           | \$31,811           | \$31,811           | \$127,244          |
| Measure T       |                          |            |                             | \$395,000        | \$800,000          | \$1,000,000        | \$1,100,000        | \$1,100,000        | \$4,395,000        |
| RMRA Funds      |                          |            |                             | \$74,000         | \$114,000          | \$114,000          | \$114,000          | \$114,000          | \$530,000          |
| <b>Total</b>    | <b>\$0</b>               | <b>\$0</b> | <b>\$0</b>                  | <b>\$753,189</b> | <b>\$1,325,000</b> | <b>\$1,525,000</b> | <b>\$1,625,000</b> | <b>\$1,625,000</b> | <b>\$6,853,189</b> |







Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Consent**

**Subject:** Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2019-20 to 2023-24)

**CEQA Determination:** Not a CEQA project

**Prepared By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

The proposed City of St Helena Capital Improvement Program (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources for fiscal years 2019-20 through 2023-24. The CIP does not appropriate funds but rather functions as a budgeting and planning tool which supports actual appropriations that are made through budget adoption.

**DISCUSSION**

This staff report summarizes the five-year funding strategy to fund capital improvements to City infrastructure. The expenditures shown for the first year of the CIP in Civic, Streets, Wastewater, and Water are consistent with the proposed operating budget in fiscal year 2019-20. The subsequent four years are subject to change due to more detailed engineering analysis becoming available, City Council direction on project priorities, updates to revenues, and changes in project costs. This is why the Five-Year CIP is updated annually.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in four divisions: Civic, Streets, Wastewater, and Water. The attached program summarizes the project funding by division for the Five-Year CIP.

California Government Code Section 65401 requires that the Planning Commission find that the proposed CIP is consistent with the City's General Plan prior to City Council adoption of the CIP. The Planning Commission made this finding at its meeting on April 2, 2019.

**FISCAL IMPACT**

The City's 2019/2020 CIP consists of 54 projects in four divisions totaling approximately \$40.9 million over a five-year period. A majority of the fiscal impact to the CIP have been carried over from the prior year and any additional funds have been identified in the proposed operating budget for Fiscal Year 2019-20. The most notable increase over last year's CIP is in the Streets Division where Measure T revenues are anticipated to come in much higher than originally forecast in 2012. Measure T revenue deposits began in October 2018 and quarterly thereafter.

All funds and expenditures beyond Fiscal Year 2019-20 have no direct fiscal impact because the CIP is not a financial commitment by City Council, but rather a planning and forecasting tool.

**RECOMMENDED ACTION**

Staff recommends City Council approve the attached Resolution adopting the Five-Year Capital Improvement Program (Fiscal Years 2019-20 to 2023-24.)

**ATTACHMENTS**

[Attachment 1: 2019 Five-Year CIP Resolution](#)

[Attachment 2: CIP FY19-20 St Helena 05-17-19](#)

**CITY OF ST. HELENA**

**RESOLUTION No. 2019-**

**Adopting the Five-Year Capital Improvement Program  
for Fiscal Years 2019-20 to 2023-24**

**RECITALS**

- A. The City of St Helena has prepared a Five-Year Capital Improvement Program (CIP) which sets forth a funding strategy for proposed capital projects; and
- B. The CIP is a planning tool that identifies anticipated capital improvements for fiscal years 2019-20 to 2023-24; and
- C. The CIP also identifies the funding sources to finance the capital improvements proposed to be undertaken in the next five fiscal years and includes recommended time schedules and cost estimates of the various capital improvement projects; and
- D. The expenditures shown for the first year of the CIP comprise the Capital Budget starting in fiscal year 2019-20. Subsequent years are also included in the CIP, although these "future years" are subject to change due to more detailed engineering analysis becoming available, possible changes in project priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections; and
- E. The CIP is anticipated to be updated annually, as a whole, and amendments can be considered by the City Council at any time; and
- F. City Council of the City of St Helena has designated the City Planning Commission as the planning agency for the City of St Helena; and
- G. State Law requires that designated planning agencies review their agency's capital improvement plan to ensure compliance with the adopted General Plan; and
- H. On April 2, 2019, the Planning Commission, during a regularly scheduled meeting, considered the projects and programs for FY 2019-20 in the City's Capital Improvement Program and their conformity to the adopted City General Plan; and
- I. A majority of the fiscal impact to the CIP have been transferred in prior years and any additional funds have been identified in the proposed operating budget for Fiscal Year 2019-2020.

**RESOLUTION**

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

1. The Five Year Capital Improvement Program for Fiscal Years 2019-20 to 2023-24 is hereby adopted.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019 by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafofopoulos, City Clerk

## **5-YEAR CAPITAL IMPROVEMENTS PROGRAM**

**City of St. Helena, CA**

**FY 2019-20 to FY 2023-24**



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# Global Summary Report

## City of St. Helena      FY 2019-20 to FY 2023-24

|                                                        | 2019-20           | 2020-21           | 2021-22           | 2022-23          | 2023-24        | TOTALS            |
|--------------------------------------------------------|-------------------|-------------------|-------------------|------------------|----------------|-------------------|
| <b>PROJECT CATEGORY EXPENDITURES</b>                   |                   |                   |                   |                  |                |                   |
| 1 Civic                                                | 1,534,500         | 203,000           | 103,000           | 103,000          | 103,000        | 2,046,500         |
| 2 Streets                                              | 4,091,108         | 1,223,000         | 703,000           |                  |                | 6,017,108         |
| 3 Water                                                | 7,678,821         | 6,021,571         | 5,624,938         | 750,000          | 600,000        | 20,675,330        |
| 4 Wastewater                                           | 1,658,567         | 4,324,240         | 4,646,500         | 1,400,000        | 150,000        | 12,179,307        |
| <b>TOTALS</b>                                          | <b>14,962,996</b> | <b>11,771,811</b> | <b>11,077,438</b> | <b>2,253,000</b> | <b>853,000</b> | <b>40,918,245</b> |
| <b>PROJECT FUNDING SOURCES</b>                         |                   |                   |                   |                  |                |                   |
| 101 General Fund                                       | 975,225           | 137,929           | 50,000            |                  |                | 1,163,154         |
| 101 General Fund - ADA Transition Plan                 | 123,000           | 103,000           | 103,000           | 103,000          | 103,000        | 535,000           |
| 101 General Fund - Measure T/RMRA MOE                  | 379,189           |                   |                   |                  |                | 379,189           |
| 101 General Fund - Measure T/RMRA MOE (Prior Year)     | 75,000            |                   |                   |                  |                | 75,000            |
| 211 Grant EPA SFBWQIF                                  | 907,953           |                   |                   |                  |                | 907,953           |
| 223 Skate Park Lighting Fund                           | 1,200             |                   |                   |                  |                | 1,200             |
| 230 Gas Tax                                            | 134,000           |                   |                   |                  |                | 134,000           |
| 240 Measure T                                          | 2,315,980         | 462,000           | 50,000            |                  |                | 2,827,980         |
| 230 Gas Tax - RMRA/SB1                                 | 108,000           | 108,000           |                   |                  |                | 216,000           |
| 420 Go Bonds                                           |                   | 12,071            |                   |                  |                | 12,071            |
| 700 Flood Control Funds                                | 157,803           |                   |                   |                  |                | 157,803           |
| 733 Civic CIP                                          | 53,625            |                   |                   |                  |                | 53,625            |
| 733 Civic CIP HMGP                                     | 160,875           |                   |                   |                  |                | 160,875           |
| 734 Park Impact Fees                                   | 478,800           |                   |                   |                  |                | 478,800           |
| 741 Streets Capital Improvement - Grant OBAG II        | 31,811            | 603,000           | 603,000           |                  |                | 1,237,811         |
| 741 Streets Capital Improvement - Grant TDA III        | 75,000            |                   |                   |                  |                | 75,000            |
| 741 Streets Capital Improvement - HSIP                 | 556,100           |                   |                   |                  |                | 556,100           |
| 763 Water Capital Improvement                          | 3,845,379         | 4,883,140         | 2,403,321         | 750,000          | 600,000        | 12,481,840        |
| 763 Water Capital Improvement - Grant/Interagency Fund |                   | 878,381           | 766,667           |                  |                | 1,645,048         |
| 763 Water Capital Improvement - Grant Prop 84          | 800,000           |                   |                   |                  |                | 800,000           |
| 763 Water Capital Improvement HMGP (Potential Grant)   | 360,000           |                   | 2,319,950         |                  |                | 2,679,950         |
| 763 Water Capital Improvement - Water Bond             | 1,693,923         | 70,100            |                   |                  |                | 1,764,023         |
| 764 Water Impact Fees                                  | 71,566            | 189,950           | 135,000           |                  |                | 396,516           |
| 773 Wastewater Capital Improvement - State Grant       |                   |                   |                   | 75,000           |                | 75,000            |
| 773 Wastewater Capital Improvement                     | 1,572,564         | 838,254           | 1,041,300         | 250,000          | 150,000        | 3,852,118         |
| 773 Wastewater Capital Improvement - Bond              |                   | 3,406,000         | 3,503,500         | 1,000,000        |                | 7,909,500         |
| 774 Wastewater Impact Fees                             | 86,003            | 79,986            | 101,700           | 75,000           |                | 342,689           |
| <b>TOTALS</b>                                          | <b>14,962,996</b> | <b>11,771,811</b> | <b>11,077,438</b> | <b>2,253,000</b> | <b>853,000</b> | <b>40,918,245</b> |

## Category Summary Report

### FY 2019-20 to 2023-24    Civic

| PROJECT TITLE           |                                     | 2019-20   | 2020-21 | 2021-22 | 2022-23 | 2023-24 | TOTALS    |
|-------------------------|-------------------------------------|-----------|---------|---------|---------|---------|-----------|
| 0101-C-82               | Downtown Restrooms                  | 237,000   |         |         |         |         | 237,000   |
| 0102-C18-83             | ADA Plan Facilities                 | 103,000   | 103,000 | 103,000 | 103,000 | 103,000 | 515,000   |
| 0103-C19-02             | Crane Tennis Courts                 | 170,000   |         |         |         |         | 170,000   |
| 0104-C19-03             | Crane Park Lighting Improvements    | 30,000    |         |         |         |         | 30,000    |
| 0105-C20-01             | Library Roof Repair                 | 480,000   |         |         |         |         | 480,000   |
| 0106-C20-02             | Repaint Fire Station # 1            |           | 100,000 |         |         |         | 100,000   |
| 0107-C20-03             | Skate-park Improvements             | 250,000   |         |         |         |         | 250,000   |
| 0108-C20-04             | Baldwin Park Fence & Pathway Repair | 50,000    |         |         |         |         | 50,000    |
| 0109-C20-05             | Library Emergency Power             | 214,500   |         |         |         |         | 214,500   |
|                         |                                     | 1,534,500 | 203,000 | 103,000 | 103,000 | 103,000 | 2,046,500 |
| PROJECT FUNDING SOURCES |                                     |           |         |         |         |         |           |
| 101                     | General Fund                        | 717,000   | 87,929  |         |         |         | 804,929   |
| 101                     | General Fund - ADA Transition Plan  | 123,000   | 103,000 | 103,000 | 103,000 | 103,000 | 535,000   |
| 223                     | Skate Park Lighting Fund            | 1,200     |         |         |         |         | 1,200     |
| 420                     | Go Bonds                            |           | 12,071  |         |         |         | 12,071    |
| 733                     | Civic CIP                           | 53,625    |         |         |         |         | 53,625    |
| 733                     | Civic CIP HMGP                      | 160,875   |         |         |         |         | 160,875   |
| 734                     | Park Impact Fees                    | 478,800   |         |         |         |         | 478,800   |
|                         |                                     | 1,534,500 | 203,000 | 103,000 | 103,000 | 103,000 | 2,046,500 |

## Downtown Restrooms

**Project No:** 0101-C-82

**Category:** Civic

**Project Location:** Telegraph Alley between Money Way & Oak Ave



**PROJECT PURPOSE & DESCRIPTION:** This project will construct two restrooms downtown adjacent to Telegraph Alley between Money Way and Oak Avenue.

**FISCAL IMPACT:** The total estimated cost is \$305,712 with actual cost to-date of \$65,432.

**EXPENDITURE ACCOUNTS:**

**Fund:** 733 **Dept:** 5010

| EXPENDITURES                   | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|--------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3150 - Construction Management | 20,000         |         |         |         |         | 20,000         |
| 3160 - Construction Contract   | 217,000        |         |         |         |         | 217,000        |
| <b>EXPENDITURE TOTALS</b>      | <b>237,000</b> |         |         |         |         | <b>237,000</b> |
| FUNDING SOURCES                | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
| 101-General Fund               | 237,000        |         |         |         |         | 237,000        |
| <b>FUNDING TOTALS</b>          | <b>237,000</b> |         |         |         |         | <b>237,000</b> |

## ADA Plan Facilities

**Project No:** 0102-C18-83

**Category:** Civic

**Project Location:** Various Locations in St. Helena



**PROJECT PURPOSE & DESCRIPTION:** This project will implement facility improvements identified in the ADA Transition Plan adopted by City Council in 2017.

**FISCAL IMPACT:** The estimated cost is \$830,000 over a 15 year period.

**EXPENDITURE ACCOUNTS:**

**Fund:** 733    **Dept:** 5010

| EXPENDITURES                           | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|----------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                          | 10,000  | 10,000  | 10,000  | 10,000  | 10,000  | 50,000    |
| 3150 - Construction Management         | 93,000  | 93,000  | 93,000  | 93,000  | 93,000  | 465,000   |
| <b>EXPENDITURE TOTALS</b>              | 103,000 | 103,000 | 103,000 | 103,000 | 103,000 | 515,000   |
| FUNDING SOURCES                        |         |         |         |         |         |           |
| 101-General Fund - ADA Transition Plan | 103,000 | 103,000 | 103,000 | 103,000 | 103,000 | 515,000   |
| <b>FUNDING TOTALS</b>                  | 103,000 | 103,000 | 103,000 | 103,000 | 103,000 | 515,000   |

## Crane Tennis Courts

**Project No:** 0103-C19-02

**Category:** Civic

**Project Location:** 360 Crane Avenue



**PROJECT PURPOSE & DESCRIPTION:** This project will rehabilitate the existing tennis courts at Crane Park.

**FISCAL IMPACT:** The estimated cost is \$170,000.

**EXPENDITURE ACCOUNTS:**  
Fund: 733 Dept: 5010

| EXPENDITURES                 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                | 25,000  |         |         |         |         | 25,000    |
| 3160 - Construction Contract | 145,000 |         |         |         |         | 145,000   |
| <b>EXPENDITURE TOTALS</b>    | 170,000 |         |         |         |         | 170,000   |
| FUNDING SOURCES              | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 734-Park Impact Fees         | 170,000 | 0       |         |         |         | 170,000   |
| <b>FUNDING TOTALS</b>        | 170,000 | 0       |         |         |         | 170,000   |

## Crane Park Lighting Improvements

**Project No:** 0104-C19-03

**Category:** Civic

**Project Location:** 360 Crane Avenue



**PROJECT PURPOSE & DESCRIPTION:** Retrofit existing park light fixtures to LED and upgrade electrical equipment.

**FISCAL IMPACT:** The estimated cost is \$30,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 733 **Dept:** 5010

| EXPENDITURES                 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                | 30,000  |         |         |         |         | 30,000    |
| <b>EXPENDITURE TOTALS</b>    | 30,000  |         |         |         |         | 30,000    |
| <b>FUNDING SOURCES</b>       |         |         |         |         |         |           |
| 223-Skate Park Lighting Fund | 1,200   |         |         |         |         | 1,200     |
| 734-Park Impact Fees         | 28,800  |         |         |         |         | 28,800    |
| <b>FUNDING TOTALS</b>        | 30,000  |         |         |         |         | 30,000    |

## Library Roof Repair

**Project No:** 0105-C20-01

**Category:** Civic

**Project Location:** 1492 Library Lane



**PROJECT PURPOSE & DESCRIPTION:** Replacement of the leaking library roof. Current roofing system has failed and causes water damage to the library each year. The project will replace the existing roof with a modern roof with a minimum of 30-year warranty.

**FISCAL IMPACT:** The estimated cost is \$480,000.

### EXPENDITURE ACCOUNTS:

**Fund:** 733 **Dept:** 5010

| EXPENDITURES                 | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3110 - Design                | 20,000         |         |         |         |         | 20,000         |
| 3160 - Construction Contract | 460,000        |         |         |         |         | 460,000        |
| <b>EXPENDITURE TOTALS</b>    | <b>480,000</b> |         |         |         |         | <b>480,000</b> |
| FUNDING SOURCES              | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
| 101-General Fund             | 480,000        |         |         |         |         | 480,000        |
| <b>FUNDING TOTALS</b>        | <b>480,000</b> |         |         |         |         | <b>480,000</b> |

## Repaint Fire Station # 1

**Project No:** 0106-C20-02

**Category:** Civic

**Project Location:** 1480 Main Street



**PROJECT PURPOSE & DESCRIPTION:** Repaint Fire Station # 1.

**FISCAL IMPACT:** The estimated cost is \$100,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 733 **Dept:** 5010

| EXPENDITURES                 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                |         | 20,000  |         |         |         | 20,000    |
| 3160 - Construction Contract |         | 80,000  |         |         |         | 80,000    |
| <b>EXPENDITURE TOTALS</b>    |         | 100,000 |         |         |         | 100,000   |
| FUNDING SOURCES              | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 101-General Fund             |         | 87,929  |         |         |         | 87,929    |
| 420-Go Bonds                 |         | 12,071  |         |         |         | 12,071    |
| <b>FUNDING TOTALS</b>        |         | 100,000 |         |         |         | 100,000   |



## Skate-park Improvements

**Project No:** 0107-C20-03

**Category:** Civic

**Project Location:** 360 S. Crane Avenue



**PROJECT PURPOSE & DESCRIPTION:** Rehabilitate the skate-park and implement ADA improvements.

**FISCAL IMPACT:** The estimated cost is \$250,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 733 **Dept:** 5010

| EXPENDITURES                 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                | 50,000  |         |         |         |         | 50,000    |
| 3160 - Construction Contract | 200,000 |         |         |         |         | 200,000   |
| <b>EXPENDITURE TOTALS</b>    | 250,000 |         |         |         |         | 250,000   |
| <b>FUNDING SOURCES</b>       |         |         |         |         |         |           |
| 734-Park Impact Fees         | 250,000 |         |         |         |         | 250,000   |
| <b>FUNDING TOTALS</b>        | 250,000 |         |         |         |         | 250,000   |

## Baldwin Park Fence & Pathway Repair

**Project No:** 0108-C20-04

**Category:** Civic

**Project Location:** 1591 Spring Street



**PROJECT PURPOSE & DESCRIPTION:** Remove and replace fence bordering and pathway repair.

**FISCAL IMPACT:** The estimated cost is \$50,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 733 **Dept:** 5010

| EXPENDITURES                           | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|----------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3160 - Construction Contract           | 50,000  |         |         |         |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>              | 50,000  |         |         |         |         | 50,000    |
| <b>FUNDING SOURCES</b>                 |         |         |         |         |         |           |
| 101-General Fund - ADA Transition Plan | 20,000  |         |         |         |         | 20,000    |
| 734-Park Impact Fees                   | 30,000  |         |         |         |         | 30,000    |
| <b>FUNDING TOTALS</b>                  | 50,000  |         |         |         |         | 50,000    |

## Library Emergency Power

**Project No:** 0109-C20-05

**Category:** Civic

**Project Location:** 1492 Library Lane



**PROJECT PURPOSE & DESCRIPTION:** This project is to upgrade the library with back-up power generation capabilities and will include a fixed generator at the library. This fixed generator will provide a fully functional location for the community to gather for disaster related information, safety from potentially dangerous conditions, access to the outside world, and support charging stations.

**FISCAL IMPACT:** The estimated cost is \$214,500.

### EXPENDITURE ACCOUNTS:

**Fund:** 733 **Dept:** 5010

| EXPENDITURES                 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------|---------|---------|---------|---------|---------|-----------|
| 3160 - Construction Contract | 214,500 |         |         |         |         | 214,500   |
| <b>EXPENDITURE TOTALS</b>    | 214,500 |         |         |         |         | 214,500   |
| <b>FUNDING SOURCES</b>       |         |         |         |         |         |           |
| 733-Civic CIP                | 53,625  |         |         |         |         | 53,625    |
| 733-Civic CIP HMGP           | 160,875 |         |         |         |         | 160,875   |
| <b>FUNDING TOTALS</b>        | 214,500 |         |         |         |         | 214,500   |

## Category Summary Report

### FY 2019-20 to 2023-24 Streets

| PROJECT TITLE           |                                                | 2019-20   | 2020-21   | 2021-22 | 2022-23 | 2023-24 | TOTALS    |
|-------------------------|------------------------------------------------|-----------|-----------|---------|---------|---------|-----------|
| 0201-R18-81             | Downtown Sidewalk Improvements                 | 456,500   | 703,000   | 703,000 |         |         | 1,862,500 |
| 0202-R19-79             | Pavement Restoration                           | 1,970,000 |           |         |         |         | 1,970,000 |
| 0203-R19-01             | Stormwater Master Plan                         | 93,725    |           |         |         |         | 93,725    |
| 0204-R19-02             | Hunt Avenue Sidewalk Gap Closure               | 306,980   |           |         |         |         | 306,980   |
| 0205-R19-03             | Sulphur Creek Erosion Repair                   | 157,803   |           |         |         |         | 157,803   |
| 0206-R19-04             | Sulphur Creek Sediment Removal                 | 100,000   |           |         |         |         | 100,000   |
| 0207-R19-05             | Grayson and South Crane Rehab                  | 200,000   |           |         |         |         | 200,000   |
| 0208-R19-07             | Silverado Trail Guardrail Replacement          | 556,100   |           |         |         |         | 556,100   |
| 0209-R20-01             | Mitchell Drive to Sulphur Creek Storm Drain    | 250,000   |           |         |         |         | 250,000   |
| 0210-R21-01             | Silverado Trail Overlay                        |           | 520,000   |         |         |         | 520,000   |
|                         |                                                | 4,091,108 | 1,223,000 | 703,000 |         |         | 6,017,108 |
| PROJECT FUNDING SOURCES |                                                |           |           |         |         |         |           |
| 101                     | General Fund                                   | 258,225   | 50,000    | 50,000  |         |         | 358,225   |
| 101                     | General Fund - Measure T/RMRA MOE              | 379,189   |           |         |         |         | 379,189   |
| 101                     | General Fund - Measure T/RMRA MOE (Prior Year) | 75,000    |           |         |         |         | 75,000    |
| 230                     | Gas Tax                                        | 134,000   |           |         |         |         | 134,000   |
| 240                     | Measure T                                      | 2,315,980 | 462,000   | 50,000  |         |         | 2,827,980 |
| 230                     | Gas Tax - RMRA/SB1                             | 108,000   | 108,000   |         |         |         | 216,000   |
| 700                     | Flood Control Funds                            | 157,803   |           |         |         |         | 157,803   |
| 741                     | Streets Capital Improvement - Grant OBAG II    | 31,811    | 603,000   | 603,000 |         |         | 1,237,811 |
| 741                     | Streets Capital Improvement - Grant TDA III    | 75,000    |           |         |         |         | 75,000    |
| 741                     | Streets Capital Improvement - HSIP             | 556,100   |           |         |         |         | 556,100   |
|                         |                                                | 4,091,108 | 1,223,000 | 703,000 |         |         | 6,017,108 |

## Downtown Sidewalk Improvements

**Project No:** 0201-R18-81

**Category:** Streets

**Project Location:** St. Helena, CA 94574



**PROJECT PURPOSE & DESCRIPTION:** This is a sidewalk improvement project funded by One Bay Area Grant II program and local funds. The project will replace sidewalks, trees, and implement traffic calming devices on Main Street between Mitchell Drive and Pine Street. Approximately 3,609 linear feet of sidewalk and 17 ADA curb ramps will be replaced.

**FISCAL IMPACT:** The estimated cost is \$1,862,500. \$75,000 of the FY 19 MOE is being used in FY 20.

### EXPENDITURE ACCOUNTS:

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                                       | 2019-20        | 2020-21        | 2021-22        | 2022-23 | 2023-24 | Five Year        |
|----------------------------------------------------|----------------|----------------|----------------|---------|---------|------------------|
| 3110 - Design                                      | 454,000        |                |                |         |         | 454,000          |
| 3140 - Legal Services                              | 2,500          |                |                |         |         | 2,500            |
| 3150 - Construction Management                     |                | 50,000         | 50,000         |         |         | 100,000          |
| 3160 - Construction Contract                       |                | 603,000        | 603,000        |         |         | 1,206,000        |
| 3170 - Contingency                                 |                | 50,000         | 50,000         |         |         | 100,000          |
| <b>EXPENDITURE TOTALS</b>                          | <b>456,500</b> | <b>703,000</b> | <b>703,000</b> |         |         | <b>1,862,500</b> |
| FUNDING SOURCES                                    | 2019-20        | 2020-21        | 2021-22        | 2022-23 | 2023-24 | Five Year        |
| 101-General Fund                                   | 64,500         | 50,000         | 50,000         |         |         | 164,500          |
| 101-General Fund - Measure T/RMRA MOE (Prior Year) | 75,000         |                |                |         |         | 75,000           |
| 230-Gas Tax                                        | 134,000        |                |                |         |         | 134,000          |
| 230-Gas Tax - RMRA/SB1                             | 108,000        |                |                |         |         | 108,000          |
| 240-Measure T                                      | 75,000         | 50,000         | 50,000         |         |         | 175,000          |
| 741-Streets Capital Improvement - Grant OBAG II    |                | 603,000        | 603,000        |         |         | 1,206,000        |
| <b>FUNDING TOTALS</b>                              | <b>456,500</b> | <b>703,000</b> | <b>703,000</b> |         |         | <b>1,862,500</b> |

## Pavement Restoration

**Project No:** 0202-R19-79

**Category:** Streets

**Project Location:** St. Helena, CA 94574



**PROJECT PURPOSE & DESCRIPTION:** Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.

**FISCAL IMPACT:** The estimated five-year cost is \$1,970,000.

### EXPENDITURE ACCOUNTS:

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                                    | 2019-20          | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year        |
|-------------------------------------------------|------------------|---------|---------|---------|---------|------------------|
| 3150 - Construction Management                  | 150,000          |         |         |         |         | 150,000          |
| 3160 - Construction Contract                    | 1,670,000        |         |         |         |         | 1,670,000        |
| 3170 - Contingency                              | 150,000          |         |         |         |         | 150,000          |
| <b>EXPENDITURE TOTALS</b>                       | <b>1,970,000</b> |         |         |         |         | <b>1,970,000</b> |
| FUNDING SOURCES                                 | 2019-20          | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year        |
| 101-General Fund - Measure T/RMRA MOE           | 129,189          |         |         |         |         | 129,189          |
| 240-Measure T                                   | 1,809,000        |         |         |         |         | 1,809,000        |
| 741-Streets Capital Improvement - Grant OBAG II | 31,811           |         |         |         |         | 31,811           |
| <b>FUNDING TOTALS</b>                           | <b>1,970,000</b> |         |         |         |         | <b>1,970,000</b> |

## Stormwater Master Plan

**Project No:** 0203-R19-01

**Category:** Streets

**Project Location:** St. Helena, CA 94574



**PROJECT PURPOSE & DESCRIPTION:** The Stormwater Master Plan will not only update the 2000 document, but will be integrated with the Water Master Plan and the Wastewater Master Plan which will include recommendations for system improvements, replacement and estimated project costs.

**FISCAL IMPACT:** The estimated cost is \$100,000 with actual cost to-date of \$6,275.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES              | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|---------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design             | 93,725  |         |         |         |         | 93,725    |
| <b>EXPENDITURE TOTALS</b> | 93,725  |         |         |         |         | 93,725    |
| FUNDING SOURCES           | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 101-General Fund          | 93,725  |         |         |         |         | 93,725    |
| <b>FUNDING TOTALS</b>     | 93,725  |         |         |         |         | 93,725    |



## Hunt Avenue Sidewalk Gap Closure

**Project No:** 0204-R19-02

**Category:** Streets

**Project Location:** Hunt Avenue between  
Monte Vista Avenue &  
June Lane



**PROJECT PURPOSE & DESCRIPTION:** This project will construct sidewalk in order to close a pedestrian gap that currently exists on the southside of Hunt Avenue between Monte Vista Avenue and June Lane.

**FISCAL IMPACT:** The estimated cost is \$317,000 with actual cost to-date of \$41,775.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                                    | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|-------------------------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3150 - Construction Management                  | 36,780         |         |         |         |         | 36,780         |
| 3160 - Construction Contract                    | 245,200        |         |         |         |         | 245,200        |
| 3170 - Contingency                              | 25,000         |         |         |         |         | 25,000         |
| <b>EXPENDITURE TOTALS</b>                       | <b>306,980</b> |         |         |         |         | <b>306,980</b> |
| FUNDING SOURCES                                 | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
| 240-Measure T                                   | 231,980        |         |         |         |         | 231,980        |
| 741-Streets Capital Improvement - Grant TDA III | 75,000         |         |         |         |         | 75,000         |
| <b>FUNDING TOTALS</b>                           | <b>306,980</b> |         |         |         |         | <b>306,980</b> |

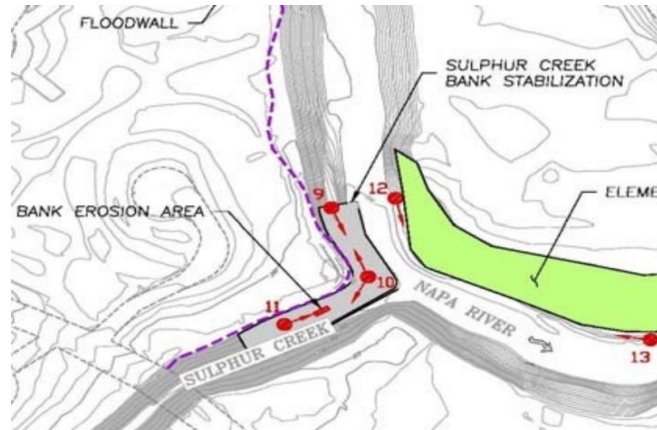


## Sulphur Creek Erosion Repair

**Project No:** 0205-R19-03

**Category:** Streets

**Project Location:** St. Helena, CA 94574



**PROJECT PURPOSE & DESCRIPTION:** This project will implement bank repairs that were caused during the 16/17 storm year and identified in the 2017 Flood Control Project post-construction monitoring and reporting year. The repairs will be made utilizing funds from the Flood Control Project adaptive management program. The area is located at the base of a mature valley oak, approximately 100 feet upstream of the confluence with the Napa River.

**FISCAL IMPACT:** The estimated cost is \$157,803 with actual cost to-date of \$10,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                   | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|--------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3110 - Design                  | 27,803         |         |         |         |         | 27,803         |
| 3150 - Construction Management | 15,000         |         |         |         |         | 15,000         |
| 3160 - Construction Contract   | 100,000        |         |         |         |         | 100,000        |
| 3170 - Contingency             | 15,000         |         |         |         |         | 15,000         |
| <b>EXPENDITURE TOTALS</b>      | <b>157,803</b> |         |         |         |         | <b>157,803</b> |
| FUNDING SOURCES                | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
| 700-Flood Control Funds        | 157,803        |         |         |         |         | 157,803        |
| <b>FUNDING TOTALS</b>          | <b>157,803</b> |         |         |         |         | <b>157,803</b> |

## Sulphur Creek Sediment Removal

**Project No:** 0206-R19-04

**Category:** Streets

**Project Location:** Sulphur Creek beneath bridge structure at Valley V



**PROJECT PURPOSE & DESCRIPTION:** This project will remove sediment build-up in Sulphur Creek beneath the bridge structure at Valley View and the City owned creek section in front of the City Public Works Corporation Yard on Charter Oak. The City plans to coordinate permitting and work efforts with private landowners along Sulphur Creek between the Valley View bridge and the City Corporation Yard.

**FISCAL IMPACT:** The estimated cost is \$100,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES              | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|---------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design             | 100,000 |         |         |         |         | 100,000   |
| <b>EXPENDITURE TOTALS</b> | 100,000 |         |         |         |         | 100,000   |
| FUNDING SOURCES           | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 101-General Fund          | 100,000 |         |         |         |         | 100,000   |
| <b>FUNDING TOTALS</b>     | 100,000 |         |         |         |         | 100,000   |

## Grayson and South Crane Rehab

**Project No:** 0207-R19-05

**Category:** Streets

**Project Location:** Grayson and South Crane



**PROJECT PURPOSE & DESCRIPTION:** This project will reconstruct Grayson and South Crane Avenues. Accessibility improvements to sidewalks and curb ramps will be included as part of the project whenever applicable.

**FISCAL IMPACT:** The estimated cost is \$200,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES              | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|---------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design             | 200,000 |         |         |         |         | 200,000   |
| <b>EXPENDITURE TOTALS</b> | 200,000 |         |         |         |         | 200,000   |
| FUNDING SOURCES           | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 240-Measure T             | 200,000 |         |         |         |         | 200,000   |
| <b>FUNDING TOTALS</b>     | 200,000 |         |         |         |         | 200,000   |

## Silverado Trail Guardrail Replacement

**Project No:** 0208-R19-07

**Category:** Streets

**Project Location:** Silverado Trail and Pope Street



**PROJECT PURPOSE & DESCRIPTION:** Replace guardrail and pavement markings/stripping on Silverado Trail within City Limits.

**FISCAL IMPACT:** The estimated cost is \$556,100.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                           | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|----------------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3110 - Design                          | 55,000         |         |         |         |         | 55,000         |
| 3120 - Environmental/Planning          | 15,000         |         |         |         |         | 15,000         |
| 3130 - Land & Easements                | 10,000         |         |         |         |         | 10,000         |
| 3150 - Construction Management         | 58,500         |         |         |         |         | 58,500         |
| 3160 - Construction Contract           | 417,600        |         |         |         |         | 417,600        |
| <b>EXPENDITURE TOTALS</b>              | <b>556,100</b> |         |         |         |         | <b>556,100</b> |
| <b>FUNDING SOURCES</b>                 |                |         |         |         |         |                |
| 741-Streets Capital Improvement - HSIP | 556,100        |         |         |         |         | 556,100        |
| <b>FUNDING TOTALS</b>                  | <b>556,100</b> |         |         |         |         | <b>556,100</b> |

## Mitchell Drive to Sulphur Creek Storm Drain

**Project No:** 0209-R20-01

**Category:** Streets

**Project Location:** Mitchell Drive to Sulphur Creek



**PROJECT PURPOSE & DESCRIPTION:** Replace storm drain pipe on Mitchell Drive and slip-line portion of pipe from Mitchell Drive to Sulphur Creek.

**FISCAL IMPACT:** The estimated cost is \$250,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                          | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|---------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                         | 25,000  |         |         |         |         | 25,000    |
| 3160 - Construction Contract          | 225,000 |         |         |         |         | 225,000   |
| <b>EXPENDITURE TOTALS</b>             | 250,000 |         |         |         |         | 250,000   |
| FUNDING SOURCES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 101-General Fund - Measure T/RMRA MOE | 250,000 |         |         |         |         | 250,000   |
| <b>FUNDING TOTALS</b>                 | 250,000 |         |         |         |         | 250,000   |

## Silverado Trail Overlay

**Project No:** 0210-R21-01

**Category:** Streets

**Project  
Location:**



### PROJECT PURPOSE & DESCRIPTION:

**FISCAL IMPACT:** The estimated cost is \$520,000.

### EXPENDITURE ACCOUNTS:

**Fund:** 741 **Dept:** 5014

| EXPENDITURES                 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five<br>Year |
|------------------------------|---------|---------|---------|---------|---------|--------------|
| 3110 - Design                |         | 20,000  |         |         |         | 20,000       |
| 3160 - Construction Contract |         | 500,000 |         |         |         | 500,000      |
| <b>EXPENDITURE TOTALS</b>    |         | 520,000 |         |         |         | 520,000      |
| FUNDING SOURCES              | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five<br>Year |
| 230-Gas Tax - RMRA/SB1       |         | 108,000 |         |         |         | 108,000      |
| 240-Measure T                |         | 412,000 |         |         |         | 412,000      |
| <b>FUNDING TOTALS</b>        |         | 520,000 |         |         |         | 520,000      |

## Category Summary Report

### FY 2019-20 to 2023-24    Water

| PROJECT TITLE                  |                                                                  | 2019-20   | 2020-21   | 2021-22   | 2022-23 | 2023-24 | TOTALS     |
|--------------------------------|------------------------------------------------------------------|-----------|-----------|-----------|---------|---------|------------|
| 0301-W-26                      | Upper York Creek Ecosystem Restoration                           | 4,515,000 | 609,000   | 150,000   | 150,000 |         | 5,424,000  |
| 0302-W-27                      | Meadowood Tank Upgrades                                          | 50,000    | 450,000   |           |         |         | 500,000    |
| 0303-W-35                      | Bell Canyon Reservoir Improvements                               |           |           | 900,000   |         |         | 900,000    |
| 0304-W-80                      | Dwyer Road Booster (Pump Station)                                |           | 1,337,571 | 1,150,000 |         |         | 2,487,571  |
| 0305-W-85                      | Bell House Valve Replacement                                     | 547,881   |           |           |         |         | 547,881    |
| 0306-W-86                      | Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade) |           |           | 2,899,938 |         |         | 2,899,938  |
| 0307-W-91                      | Bell Canyon Creek Flow Measurement                               | 157,408   |           |           |         |         | 157,408    |
| 0308-W-93                      | Sludge Handling Program                                          |           | 150,000   |           |         |         | 150,000    |
| 0309-W-101                     | Tank 2 Rehabilitation                                            | 690,000   |           |           |         |         | 690,000    |
| 0310-W-106                     | Pump Station Upgrades                                            | 569,097   |           |           |         |         | 569,097    |
| 0311-W-108                     | Lower Reservoir Rehab                                            | 10,827    |           |           |         |         | 10,827     |
| 0312-W-109                     | Bell Canyon Intake Tower Replacement                             | 356,354   | 3,000,000 |           |         |         | 3,356,354  |
| 0313-W-110                     | Rutherford Pump Upgrade                                          | 26,677    | 450,000   |           |         |         | 476,677    |
| 0314-W18-111                   | WTP Condition Assessment                                         | 150,000   |           |           |         |         | 150,000    |
| 0315-W18-112                   | Spill Containment at Bell Creek                                  | 75,000    |           |           |         |         | 75,000     |
| 0316-W18-113                   | SCADA Improvements - Rutherford & Holmes                         |           | 25,000    | 125,000   |         |         | 150,000    |
| 0317-W18-114                   | Spill Containment at SB Wells                                    | 75,000    |           |           |         |         | 75,000     |
| 0318-W18-115                   | Remove Restrictions - Rutherford Pump Station                    | 150,000   |           |           |         |         | 150,000    |
| 0319-W18-116                   | Update GIS Maps of Water System                                  | 50,000    |           |           |         |         | 50,000     |
| 0320-W18-117                   | Water Master Plan Update                                         | 120,672   |           |           |         |         | 120,672    |
| 0321-W18-118                   | Replace Mains <6" in Diameter                                    |           |           | 400,000   | 600,000 | 600,000 | 1,600,000  |
| 0323-W18-120                   | Bell Canyon Phreatic Surface Monitoring & Assessment             | 34,905    |           |           |         |         | 34,905     |
| 0324-W20-01                    | Bell Canyon Spillway Repairs                                     | 100,000   |           |           |         |         | 100,000    |
|                                |                                                                  | 7,678,821 | 6,021,571 | 5,624,938 | 750,000 | 600,000 | 20,675,330 |
| <b>PROJECT FUNDING SOURCES</b> |                                                                  |           |           |           |         |         |            |
| 211                            | Grant EPA SFBWQIF                                                | 907,953   |           |           |         |         | 907,953    |
| 763                            | Water Capital Improvement                                        | 3,845,379 | 4,883,140 | 2,403,321 | 750,000 | 600,000 | 12,481,840 |
| 763                            | Water Capital Improvement - Grant/Interagency Fund               |           | 878,381   | 766,667   |         |         | 1,645,048  |
| 763                            | Water Capital Improvement - Grant Prop 84                        | 800,000   |           |           |         |         | 800,000    |
| 763                            | Water Capital Improvement HMGP (Potential Grant)                 | 360,000   |           | 2,319,950 |         |         | 2,679,950  |
| 763                            | Water Capital Improvement - Water Bond                           | 1,693,923 | 70,100    |           |         |         | 1,764,023  |
| 764                            | Water Impact Fees                                                | 71,566    | 189,950   | 135,000   |         |         | 396,516    |
|                                |                                                                  | 7,678,821 | 6,021,571 | 5,624,938 | 750,000 | 600,000 | 20,675,330 |



## Upper York Creek Ecosystem Restoration

**Project No:** 0301-W-26

**Category:** Water

**Project Location:** Spring Mtn Rd. (APN 022-180-013)



**PROJECT PURPOSE & DESCRIPTION:** Complete collaboration with the US Army Corp of Engineers, NOAA-Fisheries, the California department of Fish and Game, and the California regional Water Quality Control Board to remove the dam and restore fish passage in York Creek.

**FISCAL IMPACT:** The estimated cost for this project is \$8,030,074 with actual cost to-date of \$2,606,074. Costs in prior fiscal years are due to design and removal of sediment build-up upstream of the dam, ongoing design coordination with agencies and pursuing grants funds to move the complete dam removal forward.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                                  | 2019-20          | 2020-21        | 2021-22        | 2022-23        | 2023-24 | Five Year        |
|-----------------------------------------------|------------------|----------------|----------------|----------------|---------|------------------|
| 3140 - Legal Services                         | 20,000           |                |                |                |         | 20,000           |
| 3150 - Construction Management                | 295,000          | 59,000         | 150,000        | 150,000        |         | 654,000          |
| 3160 - Construction Contract                  | 4,200,000        | 450,000        |                |                |         | 4,650,000        |
| 3170 - Contingency                            |                  | 100,000        |                |                |         | 100,000          |
| <b>EXPENDITURE TOTALS</b>                     | <b>4,515,000</b> | <b>609,000</b> | <b>150,000</b> | <b>150,000</b> |         | <b>5,424,000</b> |
| FUNDING SOURCES                               | 2019-20          | 2020-21        | 2021-22        | 2022-23        | 2023-24 | Five Year        |
| 211-Grant EPA SFBWQIF                         | 907,953          |                |                |                |         | 907,953          |
| 763-Water Capital Improvement                 | 1,163,124        | 609,000        | 150,000        | 150,000        |         | 2,072,124        |
| 763-Water Capital Improvement - Grant Prop 84 | 800,000          |                |                |                |         | 800,000          |
| 763-Water Capital Improvement - Water Bond    | 1,643,923        |                |                |                |         | 1,643,923        |
| <b>FUNDING TOTALS</b>                         | <b>4,515,000</b> | <b>609,000</b> | <b>150,000</b> | <b>150,000</b> |         | <b>5,424,000</b> |



## Meadowood Tank Upgrades

**Project No:** 0302-W-27

**Category:** Water

**Project Location:** APN 025-080-029



**PROJECT PURPOSE & DESCRIPTION:** Replace and upgrade the three Meadowood tanks and associated water delivery systems.

**FISCAL IMPACT:** The estimated cost for this project is \$650,101 with actual cost to-date of \$150,101.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                               | 2019-20       | 2020-21        | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|--------------------------------------------|---------------|----------------|---------|---------|---------|----------------|
| 3110 - Design                              | 50,000        |                |         |         |         | 50,000         |
| 3140 - Legal Services                      |               | 3,000          |         |         |         | 3,000          |
| 3150 - Construction Management             |               | 47,000         |         |         |         | 47,000         |
| 3160 - Construction Contract               |               | 350,000        |         |         |         | 350,000        |
| 3170 - Contingency                         |               | 50,000         |         |         |         | 50,000         |
| <b>EXPENDITURE TOTALS</b>                  | <b>50,000</b> | <b>450,000</b> |         |         |         | <b>500,000</b> |
| FUNDING SOURCES                            |               |                |         |         |         |                |
| 763-Water Capital Improvement              | 0             | 189,950        |         |         |         | 189,950        |
| 763-Water Capital Improvement - Water Bond | 50,000        | 70,100         |         |         |         | 120,100        |
| 764-Water Impact Fees                      | 0             | 189,950        |         |         |         | 189,950        |
| <b>FUNDING TOTALS</b>                      | <b>50,000</b> | <b>450,000</b> |         |         |         | <b>500,000</b> |

## Bell Canyon Reservoir Improvements

**Project No:** 0303-W-35

**Category:** Water

**Project Location:** 410 Crystal Springs Rd.  
(APN 021-420-019)



**PROJECT PURPOSE & DESCRIPTION:** Dredging of Bell Canyon Reservoir will return the storage capacity to design limits.

**FISCAL IMPACT:** The estimated cost for this project is \$1,166,800 with actual cost to-date of \$266,800.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|--------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                  |         |         | 50,000  |         |         | 50,000    |
| 3150 - Construction Management |         |         | 50,000  |         |         | 50,000    |
| 3160 - Construction Contract   |         |         | 750,000 |         |         | 750,000   |
| 3170 - Contingency             |         |         | 50,000  |         |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>      |         |         | 900,000 |         |         | 900,000   |
| FUNDING SOURCES                | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 763-Water Capital Improvement  |         |         | 765,000 |         |         | 765,000   |
| 764-Water Impact Fees          |         |         | 135,000 |         |         | 135,000   |
| <b>FUNDING TOTALS</b>          |         |         | 900,000 |         |         | 900,000   |

## Dwyer Road Booster (Pump Station)

**Project No:** 0304-W-80

**Category:** Water

**Project Location:** Between St. Helena, Napa, and Calistoga: Dwyer Road



**PROJECT PURPOSE & DESCRIPTION:** This is a shared facility between St. Helena, Napa, and Calistoga for moving water up valley. The project will improve system reliability and increase pressure in the southern end of the system.

**FISCAL IMPACT:** The estimated cost for this project is 2,600,137 with actual cost to-date of \$112,566.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                                           | 2019-20 | 2020-21          | 2021-22          | 2022-23 | 2023-24 | Five Year        |
|--------------------------------------------------------|---------|------------------|------------------|---------|---------|------------------|
| 3110 - Design                                          |         | 187,571          |                  |         |         | 187,571          |
| 3150 - Construction Management                         |         | 150,000          | 150,000          |         |         | 300,000          |
| 3160 - Construction Contract                           |         | 1,000,000        | 1,000,000        |         |         | 2,000,000        |
| <b>EXPENDITURE TOTALS</b>                              |         | <b>1,337,571</b> | <b>1,150,000</b> |         |         | <b>2,487,571</b> |
| FUNDING SOURCES                                        | 2019-20 | 2020-21          | 2021-22          | 2022-23 | 2023-24 | Five Year        |
| 763-Water Capital Improvement                          |         | 459,190          | 383,333          |         |         | 842,523          |
| 763-Water Capital Improvement - Grant/Interagency Fund |         | 878,381          | 766,667          |         |         | 1,645,048        |
| <b>FUNDING TOTALS</b>                                  |         | <b>1,337,571</b> | <b>1,150,000</b> |         |         | <b>2,487,571</b> |

## Bell House Valve Replacement

**Project No:** 0305-W-85

**Category:** Water

**Project Location:** APN 021-420-019



**PROJECT PURPOSE & DESCRIPTION:** Required by the Division of Safety of Dams (DSOD), replacement is necessary for emergency operation. In the event of an emergency and by order of DSOD that we release water from the reservoir, there is significant risk that the City would not be able to close the valve and stop the water, resulting in draining all of Bell Canyon.

**FISCAL IMPACT:** The estimated cost for this project is \$596,911 with actual cost to-date of \$49,030.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|--------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3110 - Design                  | 70,776         |         |         |         |         | 70,776         |
| 3150 - Construction Management | 50,000         |         |         |         |         | 50,000         |
| 3160 - Construction Contract   | 377,105        |         |         |         |         | 377,105        |
| 3170 - Contingency             | 50,000         |         |         |         |         | 50,000         |
| <b>EXPENDITURE TOTALS</b>      | <b>547,881</b> |         |         |         |         | <b>547,881</b> |
| FUNDING SOURCES                | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
| 763-Water Capital Improvement  | 476,315        |         |         |         |         | 476,315        |
| 764-Water Impact Fees          | 71,566         |         |         |         |         | 71,566         |
| <b>FUNDING TOTALS</b>          | <b>547,881</b> |         |         |         |         | <b>547,881</b> |

## Spring Mountain Pressure Zone Improvements (Holmes Tank Upgrade)

**Project No:** 0306-W-86

**Category:** Water

**Project Location:** APN 009-131-029 & 019



**PROJECT PURPOSE & DESCRIPTION:** Upgrade and integrate Holmes and Elmhurst water delivery systems.

**FISCAL IMPACT:** The estimated cost for this project is \$3,023,649 with actual cost to-date of \$123,711.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                                         | 2019-20 | 2020-21 | 2021-22   | 2022-23 | 2023-24 | Five Year |
|------------------------------------------------------|---------|---------|-----------|---------|---------|-----------|
| 3150 - Construction Management                       |         |         | 150,000   |         |         | 150,000   |
| 3160 - Construction Contract                         |         |         | 2,574,938 |         |         | 2,574,938 |
| 3170 - Contingency                                   |         |         | 175,000   |         |         | 175,000   |
| <b>EXPENDITURE TOTALS</b>                            |         |         | 2,899,938 |         |         | 2,899,938 |
| <b>FUNDING SOURCES</b>                               |         |         |           |         |         |           |
| 763-Water Capital Improvement                        |         |         | 579,988   |         |         | 579,988   |
| 763-Water Capital Improvement HMGP (Potential Grant) |         |         | 2,319,950 |         |         | 2,319,950 |
| <b>FUNDING TOTALS</b>                                |         |         | 2,899,938 |         |         | 2,899,938 |

## Bell Canyon Creek Flow Measurement

**Project No:** 0307-W-91

**Category:** Water

**Project Location:** APN 021-420-019 & 012



**PROJECT PURPOSE & DESCRIPTION:** Required for measurement of flow into the reservoir to instantaneously release same amount downstream of reservoir. Project to design, permit and construct structure in the creek, includes mitigation. Necessary to achieve compliance with current regulations.

**FISCAL IMPACT:** The estimated cost for this project is \$493,386 with actual cost to-date of \$335,977.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|-------------------------------|---------|---------|---------|---------|---------|-----------|
| 3160 - Construction Contract  | 157,408 |         |         |         |         | 157,408   |
| <b>EXPENDITURE TOTALS</b>     | 157,408 |         |         |         |         | 157,408   |
| FUNDING SOURCES               | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 763-Water Capital Improvement | 157,408 |         |         |         |         | 157,408   |
| <b>FUNDING TOTALS</b>         | 157,408 |         |         |         |         | 157,408   |



## Sludge Handling Program

**Project No:** 0308-W-93

**Category:** Water

**Project Location:** APN 021-420-005



**PROJECT PURPOSE & DESCRIPTION:** Facility to hold and dry inert sludge prior to proper disposal. Necessary for Storm water regulatory compliance. The MS4 NPDES permits require regulated municipalities to use Best Management Practices to reduce pollutants to the "Maximum Extent Practicable". Under NPDES, SFRWQCB can issue administrative orders against violators, and seek civil or criminal penalties when necessary.

**FISCAL IMPACT:** The estimated cost is \$150,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|-------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                 |         | 150,000 |         |         |         | 150,000   |
| <b>EXPENDITURE TOTALS</b>     |         | 150,000 |         |         |         | 150,000   |
| <b>FUNDING SOURCES</b>        |         |         |         |         |         |           |
| 763-Water Capital Improvement |         | 150,000 |         |         |         | 150,000   |
| <b>FUNDING TOTALS</b>         |         | 150,000 |         |         |         | 150,000   |

## Tank 2 Rehabilitation

**Project No:** 0309-W-101

**Category:** Water

**Project Location:** APN 022-420-019



**PROJECT PURPOSE & DESCRIPTION:** Rehabilitate Tank 2 at Lower Reservoir.

**FISCAL IMPACT:** The estimated cost for this project is \$703,255 with actual cost to-date of \$13,255.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|--------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3150 - Construction Management | 60,000         |         |         |         |         | 60,000         |
| 3160 - Construction Contract   | 570,000        |         |         |         |         | 570,000        |
| 3170 - Contingency             | 60,000         |         |         |         |         | 60,000         |
| <b>EXPENDITURE TOTALS</b>      | <b>690,000</b> |         |         |         |         | <b>690,000</b> |
| FUNDING SOURCES                |                |         |         |         |         |                |
| 763-Water Capital Improvement  | 690,000        |         |         |         |         | 690,000        |
| <b>FUNDING TOTALS</b>          | <b>690,000</b> |         |         |         |         | <b>690,000</b> |



## Pump Station Upgrades

**Project No:** 0310-W-106

**Category:** Water

**Project Location:** Madrone Knoll  
Stonebridge Crystal  
Springs Booster



**PROJECT PURPOSE & DESCRIPTION:** Upgrade existing pump stations with back-up power in the event of a power outage as required by the State Department of Health

**FISCAL IMPACT:** The estimated cost for this project is \$200,000 with actual cost to-date of \$10,903.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                                         | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|------------------------------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3110 - Design                                        | 9,097          |         |         |         |         | 9,097          |
| 3150 - Construction Management                       | 20,000         |         |         |         |         | 20,000         |
| 3160 - Construction Contract                         | 540,000        |         |         |         |         | 540,000        |
| <b>EXPENDITURE TOTALS</b>                            | <b>569,097</b> |         |         |         |         | <b>569,097</b> |
| FUNDING SOURCES                                      | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
| 763-Water Capital Improvement                        | 209,097        |         |         |         |         | 209,097        |
| 763-Water Capital Improvement HMGP (Potential Grant) | 360,000        |         |         |         |         | 360,000        |
| <b>FUNDING TOTALS</b>                                | <b>569,097</b> |         |         |         |         | <b>569,097</b> |

## Lower Reservoir Rehab

**Project No:** 0311-W-108

**Category:** Water

**Project Location:** APN 009-131-013



**PROJECT PURPOSE & DESCRIPTION:** Rehab Lower York Creek Dam as required by the Division of Dam Safety. Repair 12" diameter gate in the outlet tower, repair 24" diameter spillway gate, geotechnical investigation and stability analysis, seismic stability analysis of intake tower and survey and rehab 12 " diameter low level outlet pipe.

**FISCAL IMPACT:** The estimated cost for this project is \$210,695 with actual cost to-date of \$199,868.

**EXPENDITURE ACCOUNTS:**

Fund: 763 Dept: 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|-------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                 | 10,827  |         |         |         |         | 10,827    |
| <b>EXPENDITURE TOTALS</b>     | 10,827  |         |         |         |         | 10,827    |
| <b>FUNDING SOURCES</b>        |         |         |         |         |         |           |
| 763-Water Capital Improvement | 10,827  |         |         |         |         | 10,827    |
| <b>FUNDING TOTALS</b>         | 10,827  |         |         |         |         | 10,827    |

## Bell Canyon Intake Tower Replacement

**Project No:** 0312-W-109

**Category:** Water

**Project Location:** APN 021-420-019



**PROJECT PURPOSE & DESCRIPTION:** Immediate repairs slated are required to be in compliance. Non compliance constitutes a violation of the City's Division of Dam Safety permitted use of Bell Canyon is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application by the State of California Department of Water Resources Division of Dam Safety.

**FISCAL IMPACT:** The estimated cost for this project is \$3,423,640 with actual to-date of \$67,286.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20 | 2020-21   | 2021-22 | 2022-23 | 2023-24 | Five Year |
|--------------------------------|---------|-----------|---------|---------|---------|-----------|
| 3110 - Design                  | 356,354 |           |         |         |         | 356,354   |
| 3140 - Legal Services          |         | 3,000     |         |         |         | 3,000     |
| 3150 - Construction Management |         | 174,750   |         |         |         | 174,750   |
| 3160 - Construction Contract   |         | 2,650,000 |         |         |         | 2,650,000 |
| 3170 - Contingency             |         | 172,250   |         |         |         | 172,250   |
| <b>EXPENDITURE TOTALS</b>      | 356,354 | 3,000,000 |         |         |         | 3,356,354 |
| FUNDING SOURCES                | 2019-20 | 2020-21   | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 763-Water Capital Improvement  | 356,354 | 3,000,000 |         |         |         | 3,356,354 |
| <b>FUNDING TOTALS</b>          | 356,354 | 3,000,000 |         |         |         | 3,356,354 |

## Rutherford Pump Upgrade

**Project No:** 0313-W-110

**Category:** Water

**Project Location:** 1851 St Helena Hwy.



**PROJECT PURPOSE & DESCRIPTION:** Upgrade electrical equipment and install permanent structure.

**FISCAL IMPACT:** The estimated cost for this project is \$515,503 with actual cost to-date of \$38,826.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|--------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                  | 26,677  |         |         |         |         | 26,677    |
| 3150 - Construction Management |         | 50,000  |         |         |         | 50,000    |
| 3160 - Construction Contract   |         | 350,000 |         |         |         | 350,000   |
| 3170 - Contingency             |         | 50,000  |         |         |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>      | 26,677  | 450,000 |         |         |         | 476,677   |
| <b>FUNDING SOURCES</b>         |         |         |         |         |         |           |
| 763-Water Capital Improvement  | 26,677  | 450,000 |         |         |         | 476,677   |
| <b>FUNDING TOTALS</b>          | 26,677  | 450,000 |         |         |         | 476,677   |

## WTP Condition Assessment

**Project No:** 0314-W18-111

**Category:** Water

**Project Location:** APN 021-420-019



**PROJECT PURPOSE & DESCRIPTION:** This is an assessment to develop short and long term needs of the Louis Stralla Water Treatment Plant.

**FISCAL IMPACT:** The estimated cost is \$150,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|-------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                 | 150,000 |         |         |         |         | 150,000   |
| <b>EXPENDITURE TOTALS</b>     | 150,000 |         |         |         |         | 150,000   |
| <b>FUNDING SOURCES</b>        |         |         |         |         |         |           |
| 763-Water Capital Improvement | 150,000 |         | 0       |         |         | 150,000   |
| <b>FUNDING TOTALS</b>         | 150,000 |         | 0       |         |         | 150,000   |

## Spill Containment at Bell Creek

**Project No:** 0315-W18-112

**Category:** Water

**Project Location:** Bell Canyon Dam



**PROJECT PURPOSE & DESCRIPTION:** Develop spill containment at the chemical building located at the base of the Bell Canyon Dam.

**FISCAL IMPACT:** The estimated cost is \$75,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

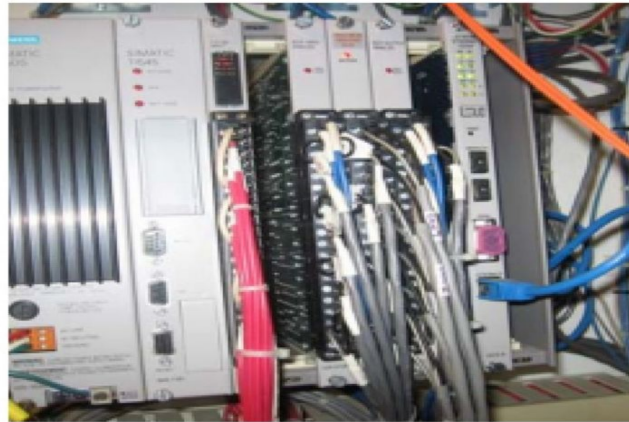
| EXPENDITURES                   | 2019-20       | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year     |
|--------------------------------|---------------|---------|---------|---------|---------|---------------|
| 3110 - Design                  | 10,000        |         |         |         |         | 10,000        |
| 3150 - Construction Management | 10,000        |         |         |         |         | 10,000        |
| 3160 - Construction Contract   | 50,000        |         |         |         |         | 50,000        |
| 3170 - Contingency             | 5,000         |         |         |         |         | 5,000         |
| <b>EXPENDITURE TOTALS</b>      | <b>75,000</b> |         |         |         |         | <b>75,000</b> |
| FUNDING SOURCES                | 2019-20       | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year     |
| 763-Water Capital Improvement  | 75,000        |         |         |         |         | 75,000        |
| <b>FUNDING TOTALS</b>          | <b>75,000</b> |         |         |         |         | <b>75,000</b> |

## SCADA Improvements - Rutherford & Holmes

**Project No:** 0316-W18-113

**Category:** Water

**Project Location:** Citywide



**PROJECT PURPOSE & DESCRIPTION:** This project will apply power and instrumentation upgrades to integrate the City's water pump stations into Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

**FISCAL IMPACT:** The estimated cost is \$150,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|--------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                  |         | 25,000  |         |         |         | 25,000    |
| 3150 - Construction Management |         |         | 25,000  |         |         | 25,000    |
| 3160 - Construction Contract   |         |         | 100,000 |         |         | 100,000   |
| <b>EXPENDITURE TOTALS</b>      |         | 25,000  | 125,000 |         |         | 150,000   |
| FUNDING SOURCES                | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 763-Water Capital Improvement  |         | 25,000  | 125,000 |         |         | 150,000   |
| <b>FUNDING TOTALS</b>          |         | 25,000  | 125,000 |         |         | 150,000   |

## Spill Containment at SB Wells

**Project No:** 0317-W18-114

**Category:** Water

**Project Location:** APN 009-070-027



**PROJECT PURPOSE & DESCRIPTION:** Develop spill containment at the chemical building located adjacent to the Stonebridge Wells.

**FISCAL IMPACT:** The estimated cost is \$75,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20       | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year     |
|--------------------------------|---------------|---------|---------|---------|---------|---------------|
| 3110 - Design                  | 10,000        |         |         |         |         | 10,000        |
| 3150 - Construction Management | 10,000        |         |         |         |         | 10,000        |
| 3160 - Construction Contract   | 50,000        |         |         |         |         | 50,000        |
| 3170 - Contingency             | 5,000         |         |         |         |         | 5,000         |
| <b>EXPENDITURE TOTALS</b>      | <b>75,000</b> |         |         |         |         | <b>75,000</b> |
| FUNDING SOURCES                | 2019-20       | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year     |
| 763-Water Capital Improvement  | 75,000        |         |         |         |         | 75,000        |
| <b>FUNDING TOTALS</b>          | <b>75,000</b> |         |         |         |         | <b>75,000</b> |



## Remove Restrictions - Rutherford Pump Station

**Project No:** 0318-W18-115

**Category:** Water

**Project Location:** 1851 St Helena Hwy.



**PROJECT PURPOSE & DESCRIPTION:** There is a restriction in the 12" water main between the Dwyer Pump Station and Rutherford Pump Station that reduces the amount of water being pumped to the City. This project will locate and remove the restriction(s) in order to maximize water delivery.

**FISCAL IMPACT:** The estimated cost is \$150,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|--------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                  | 50,000  |         |         |         |         | 50,000    |
| 3150 - Construction Management | 25,000  |         |         |         |         | 25,000    |
| 3160 - Construction Contract   | 75,000  |         |         |         |         | 75,000    |
| <b>EXPENDITURE TOTALS</b>      | 150,000 |         |         |         |         | 150,000   |
| FUNDING SOURCES                | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 763-Water Capital Improvement  | 150,000 | 0       |         |         |         | 150,000   |
| <b>FUNDING TOTALS</b>          | 150,000 | 0       |         |         |         | 150,000   |

## Update GIS Maps of Water System

**Project No:** 0319-W18-116

**Category:** Water

**Project Location:** Citywide



**PROJECT PURPOSE & DESCRIPTION:** This project will update the current GIS Maps of the City water system.

**FISCAL IMPACT:** The estimated cost is \$50,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|-------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                 | 50,000  |         |         |         |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>     | 50,000  |         |         |         |         | 50,000    |
| <b>FUNDING SOURCES</b>        |         |         |         |         |         |           |
| 763-Water Capital Improvement | 50,000  |         |         |         |         | 50,000    |
| <b>FUNDING TOTALS</b>         | 50,000  |         |         |         |         | 50,000    |

## Water Master Plan Update

**Project No:** 0320-W18-117

**Category:** Water

**Project Location:** Citywide



**PROJECT PURPOSE & DESCRIPTION:** The Water Master Plan will not only update the 2006 comprehensive document, but will be integrated with the Sewer Master Plan and the Stormwater Master Plan which will include recommendations for system improvements, replacement and estimated project costs.

**FISCAL IMPACT:** The estimated cost for this project is \$150,000 with actual cost to-date of \$29,328.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|-------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                 | 120,672 |         |         |         |         | 120,672   |
| <b>EXPENDITURE TOTALS</b>     | 120,672 |         |         |         |         | 120,672   |
| <b>FUNDING SOURCES</b>        |         |         |         |         |         |           |
| 763-Water Capital Improvement | 120,672 |         |         |         |         | 120,672   |
| <b>FUNDING TOTALS</b>         | 120,672 |         |         |         |         | 120,672   |

## Replace Mains <6" in Diameter

**Project No:** 0321-W18-118

**Category:** Water

**Project Location:** Various locations in St. Helena



**PROJECT PURPOSE & DESCRIPTION:** This annual project will begin the replacement of City water mains. It is anticipated that there will be one project per year.

**FISCAL IMPACT:** The estimated cost for this project is \$1,600,000 over the next five years.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                   | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|--------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                  |         |         | 30,000  | 40,000  | 40,000  | 110,000   |
| 3150 - Construction Management |         |         | 30,000  | 40,000  | 40,000  | 110,000   |
| 3160 - Construction Contract   |         |         | 300,000 | 465,000 | 465,000 | 1,230,000 |
| 3170 - Contingency             |         |         | 40,000  | 55,000  | 55,000  | 150,000   |
| <b>EXPENDITURE TOTALS</b>      |         |         | 400,000 | 600,000 | 600,000 | 1,600,000 |
| <b>FUNDING SOURCES</b>         |         |         |         |         |         |           |
| 763-Water Capital Improvement  |         |         | 400,000 | 600,000 | 600,000 | 1,600,000 |
| <b>FUNDING TOTALS</b>          |         |         | 400,000 | 600,000 | 600,000 | 1,600,000 |

## Bell Canyon Phreatic Surface Monitoring & Assessment

**Project No:** 0323-W18-120

**Category:** Water

**Project Location:** APN 021-420-019



**PROJECT PURPOSE & DESCRIPTION:** The Bell Canyon Phreatic Surface Monitoring and Assessment is a new requirement of the Division of Dam Safety as a direct result of the 2017 Oroville Dam incident.

**FISCAL IMPACT:** The estimated cost for this project is \$65,700 with actual cost to-date of \$30,795.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|-------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                 | 34,905  |         |         |         |         | 34,905    |
| <b>EXPENDITURE TOTALS</b>     | 34,905  |         |         |         |         | 34,905    |
| FUNDING SOURCES               | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 763-Water Capital Improvement | 34,905  |         |         |         |         | 34,905    |
| <b>FUNDING TOTALS</b>         | 34,905  |         |         |         |         | 34,905    |

## Bell Canyon Spillway Repairs

**Project No:** 0324-W20-01

**Category:** Water

**Project  
Location:**



**PROJECT PURPOSE & DESCRIPTION:** Make repairs to the spillway based on the initial spillway assessment in 2018.

**FISCAL IMPACT:** The estimated cost is \$100,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 763 **Dept:** 5030

| EXPENDITURES                  | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five<br>Year |
|-------------------------------|---------|---------|---------|---------|---------|--------------|
| 3110 - Design                 | 100,000 |         |         |         |         | 100,000      |
| <b>EXPENDITURE TOTALS</b>     | 100,000 |         |         |         |         | 100,000      |
| <b>FUNDING SOURCES</b>        |         |         |         |         |         |              |
| 763-Water Capital Improvement | 100,000 |         |         |         |         | 100,000      |
| <b>FUNDING TOTALS</b>         | 100,000 |         |         |         |         | 100,000      |

## Category Summary Report

### FY 2019-20 to 2023-24    Wastewater

| PROJECT TITLE                  |                                              | 2019-20   | 2020-21   | 2021-22   | 2022-23   | 2023-24 | TOTALS     |
|--------------------------------|----------------------------------------------|-----------|-----------|-----------|-----------|---------|------------|
| 0401-S-52                      | WWTP Phase 1 Upgrades                        | 697,500   | 3,406,000 | 3,403,500 |           |         | 7,507,000  |
| 0402-S-53                      | Reclamation Field Improvements               |           | 533,240   | 678,000   |           |         | 1,211,240  |
| 0403-S-62                      | Facilities Automation                        |           | 20,000    | 115,000   |           |         | 135,000    |
| 0404-S-66                      | New Well at WWTP                             |           | 65,000    |           |           |         | 65,000     |
| 0405-S18-70                    | Replace 1% of Sewer Mains Annually           | 150,000   | 150,000   | 150,000   | 150,000   | 150,000 | 750,000    |
| 0406-S18-71                    | Crinella Pump Station Upgrades               | 573,350   |           |           |           |         | 573,350    |
| 0407-S18-72                    | Add Sewer Pump Stations to SCADA             |           | 150,000   | 200,000   | 100,000   |         | 450,000    |
| 0408-S18-73                    | Wet Weather Flow Monitoring                  | 50,000    |           |           |           |         | 50,000     |
| 0409-S18-74                    | Update GIS Maps of Sewer System              | 50,000    |           |           |           |         | 50,000     |
| 0410-S18-75                    | Sewer Master Plan                            | 137,717   |           |           |           |         | 137,717    |
| 0411-S18-78                    | Recycled Water Feasibility Study             |           |           |           | 150,000   |         | 150,000    |
| 0412-S18-79                    | Replace Operations Building and Shop         |           |           | 100,000   | 1,000,000 |         | 1,100,000  |
|                                |                                              | 1,658,567 | 4,324,240 | 4,646,500 | 1,400,000 | 150,000 | 12,179,307 |
| <b>PROJECT FUNDING SOURCES</b> |                                              |           |           |           |           |         |            |
| 773                            | Wastewater Capital Improvement - State Grant |           |           |           | 75,000    |         | 75,000     |
| 773                            | Wastewater Capital Improvement               | 1,572,564 | 838,254   | 1,041,300 | 250,000   | 150,000 | 3,852,118  |
| 773                            | Wastewater Capital Improvement - Bond        |           | 3,406,000 | 3,503,500 | 1,000,000 |         | 7,909,500  |
| 774                            | Wastewater Impact Fees                       | 86,003    | 79,986    | 101,700   | 75,000    |         | 342,689    |
|                                |                                              | 1,658,567 | 4,324,240 | 4,646,500 | 1,400,000 | 150,000 | 12,179,307 |



## WWTP Phase 1 Upgrades

**Project No:** 0401-S-52

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** Per the State Cease and Desist Order, upgrade the plant to meet compliance requirements by 2021. In addition, to compliance requirements, levee repairs and sludge removal will be incorporated into construction of this project.

**FISCAL IMPACT:** The estimated cost for this project is \$7,934,457 with actual cost to-date of \$767,457.

### EXPENDITURE ACCOUNTS:

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                              | 2019-20        | 2020-21          | 2021-22          | 2022-23 | 2023-24 | Five Year        |
|-------------------------------------------|----------------|------------------|------------------|---------|---------|------------------|
| 3110 - Design                             | 660,000        |                  |                  |         |         | 660,000          |
| 3120 - Environmental/Planning             | 35,000         |                  |                  |         |         | 35,000           |
| 3140 - Legal Services                     | 2,500          | 2,500            |                  |         |         | 5,000            |
| 3150 - Construction Management            |                | 268,500          | 268,500          |         |         | 537,000          |
| 3160 - Construction Contract              |                | 3,135,000        | 3,135,000        |         |         | 6,270,000        |
| <b>EXPENDITURE TOTALS</b>                 | <b>697,500</b> | <b>3,406,000</b> | <b>3,403,500</b> |         |         | <b>7,507,000</b> |
| FUNDING SOURCES                           | 2019-20        | 2020-21          | 2021-22          | 2022-23 | 2023-24 | Five Year        |
| 773-Wastewater Capital Improvement        | 697,500        | 0                |                  |         |         | 697,500          |
| 773-Wastewater Capital Improvement - Bond | 0              | 3,406,000        | 3,403,500        |         |         | 6,809,500        |
| <b>FUNDING TOTALS</b>                     | <b>697,500</b> | <b>3,406,000</b> | <b>3,403,500</b> |         |         | <b>7,507,000</b> |



## Reclamation Field Improvements

**Project No:** 0402-S-53

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** Replace the spray field irrigation system on approximately 80 acres in order to adequately discharge secondary treated water as part of the Wastewater Reclamation and Treatment Plant permit.

**FISCAL IMPACT:** The estimated cost is \$1,277,606 with actual cost to-date of \$66,366.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3140 - Legal Services              |         | 2,000   | 2,000   |         |         | 4,000     |
| 3150 - Construction Management     |         | 60,000  | 60,000  |         |         | 120,000   |
| 3160 - Construction Contract       |         | 413,240 | 558,000 |         |         | 971,240   |
| 3170 - Contingency                 |         | 58,000  | 58,000  |         |         | 116,000   |
| <b>EXPENDITURE TOTALS</b>          |         | 533,240 | 678,000 |         |         | 1,211,240 |
| FUNDING SOURCES                    | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 773-Wastewater Capital Improvement | 0       | 453,254 | 576,300 |         |         | 1,029,554 |
| 774-Wastewater Impact Fees         | 0       | 79,986  | 101,700 |         |         | 181,686   |
| <b>FUNDING TOTALS</b>              | 0       | 533,240 | 678,000 |         |         | 1,211,240 |

## Facilities Automation

**Project No:** 0403-S-62

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** Integrate Wastewater Treatment and Reclamation Plant facilities with Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

**FISCAL IMPACT:** The estimated cost is \$135,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                      |         | 20,000  |         |         |         | 20,000    |
| 3150 - Construction Management     |         |         | 1,000   |         |         | 1,000     |
| 3160 - Construction Contract       |         |         | 100,000 |         |         | 100,000   |
| 3170 - Contingency                 |         |         | 14,000  |         |         | 14,000    |
| <b>EXPENDITURE TOTALS</b>          |         | 20,000  | 115,000 |         |         | 135,000   |
| FUNDING SOURCES                    | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 773-Wastewater Capital Improvement | 0       | 20,000  | 115,000 |         |         | 135,000   |
| <b>FUNDING TOTALS</b>              | 0       | 20,000  | 115,000 |         |         | 135,000   |

## New Well at WWTP

**Project No:** 0404-S-66

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** The purpose of this project is to install a new well for domestic water use. If the well is not feasible, the alternative option is to tie into the City's 12" water main on Main Street/Highway 29 and bring a water line down Chaix Lane to the Wastewater Treatment and Reclamation Plant.

**FISCAL IMPACT:** The estimated cost is \$65,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                      |         | 10,000  |         |         |         | 10,000    |
| 3150 - Construction Management     |         | 5,000   |         |         |         | 5,000     |
| 3160 - Construction Contract       |         | 50,000  |         |         |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>          |         | 65,000  |         |         |         | 65,000    |
| FUNDING SOURCES                    | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
| 773-Wastewater Capital Improvement |         | 65,000  |         |         |         | 65,000    |
| <b>FUNDING TOTALS</b>              |         | 65,000  |         |         |         | 65,000    |

## Replace 1% of Sewer Mains Annually

**Project No:** 0405-S18-70

**Category:** Wastewater

**Project Location:** Various



**PROJECT PURPOSE & DESCRIPTION:** This annual project will begin the replacement of City sewer mains. It is anticipated that there will be one project per year.

**FISCAL IMPACT:** The estimated five-year cost is \$750,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20        | 2020-21        | 2021-22        | 2022-23        | 2023-24        | Five Year      |
|------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 3110 - Design                      | 15,000         | 15,000         | 15,000         | 15,000         | 15,000         | 75,000         |
| 3150 - Construction Management     | 20,000         | 20,000         | 20,000         | 20,000         | 20,000         | 100,000        |
| 3160 - Construction Contract       | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 500,000        |
| 3170 - Contingency                 | 15,000         | 15,000         | 15,000         | 15,000         | 15,000         | 75,000         |
| <b>EXPENDITURE TOTALS</b>          | <b>150,000</b> | <b>150,000</b> | <b>150,000</b> | <b>150,000</b> | <b>150,000</b> | <b>750,000</b> |
| FUNDING SOURCES                    |                |                |                |                |                |                |
| 773-Wastewater Capital Improvement | 150,000        | 150,000        | 150,000        | 150,000        | 150,000        | 750,000        |
| <b>FUNDING TOTALS</b>              | <b>150,000</b> | <b>150,000</b> | <b>150,000</b> | <b>150,000</b> | <b>150,000</b> | <b>750,000</b> |

## Crinella Pump Station Upgrades

**Project No:** 0406-S18-71

**Category:** Wastewater

**Project Location:** Crinella Neighborhood



**PROJECT PURPOSE & DESCRIPTION:** The Crinella Pump Station is located within the Crinella residential neighborhood. It pumps raw wastewater out of Crinella to a gravity sewer main on Railroad Avenue which then goes to the City's wastewater treatment plant. This project will update the structure and pumping systems. It will also include construction of a filter system to control odors.

**FISCAL IMPACT:** The estimated cost is \$670,698 with actual to-date of \$97,258.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
|------------------------------------|----------------|---------|---------|---------|---------|----------------|
| 3140 - Legal Services              | 2,000          |         |         |         |         | 2,000          |
| 3150 - Construction Management     | 71,350         |         |         |         |         | 71,350         |
| 3160 - Construction Contract       | 450,000        |         |         |         |         | 450,000        |
| 3170 - Contingency                 | 50,000         |         |         |         |         | 50,000         |
| <b>EXPENDITURE TOTALS</b>          | <b>573,350</b> |         |         |         |         | <b>573,350</b> |
| FUNDING SOURCES                    | 2019-20        | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year      |
| 773-Wastewater Capital Improvement | 487,347        |         |         |         |         | 487,347        |
| 774-Wastewater Impact Fees         | 86,003         |         |         |         |         | 86,003         |
| <b>FUNDING TOTALS</b>              | <b>573,350</b> |         |         |         |         | <b>573,350</b> |

## Add Sewer Pump Stations to SCADA

**Project No:** 0407-S18-72

**Category:** Wastewater

**Project Location:** 1405 Charter Oak; 1758 Crinella Drive; 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** This project will apply power and instrumentation upgrades to integrate the City's two wastewater pump stations into Supervisory, Control and Data Acquisition System (SCADA). SCADA is utilized to monitor and control a plant and/or equipment.

Please Note: Project S18-80 (WWTP Phase II Upgrades) has been merged into this project.

**FISCAL IMPACT:** The estimated cost is \$450,000.

Project S18-80 (WWTP Phase II Upgrades) has been merged into this project.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                      |         | 150,000 |         |         |         | 150,000   |
| 3160 - Construction Contract       |         |         | 200,000 | 100,000 |         | 300,000   |
| <b>EXPENDITURE TOTALS</b>          |         | 150,000 | 200,000 | 100,000 |         | 450,000   |
| <b>FUNDING SOURCES</b>             |         |         |         |         |         |           |
| 773-Wastewater Capital Improvement |         | 150,000 | 200,000 | 100,000 |         | 450,000   |
| <b>FUNDING TOTALS</b>              |         | 150,000 | 200,000 | 100,000 |         | 450,000   |



## Wet Weather Flow Monitoring

**Project No:** 0408-S18-73

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** This project will provide the City with a sanitary sewer flow monitoring and inflow/infiltration study that identifies areas of storm water and groundwater inflows into the City's sewer system.

**FISCAL IMPACT:** The estimated cost is \$50,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                      | 50,000  |         |         |         |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>          | 50,000  |         |         |         |         | 50,000    |
| <b>FUNDING SOURCES</b>             |         |         |         |         |         |           |
| 773-Wastewater Capital Improvement | 50,000  |         |         |         |         | 50,000    |
| <b>FUNDING TOTALS</b>              | 50,000  |         |         |         |         | 50,000    |

## Update GIS Maps of Sewer System

**Project No:** 0409-S18-74

**Category:** Wastewater

**Project Location:** Citywide



**PROJECT PURPOSE & DESCRIPTION:** This project will update the current GIS Maps of the City sewer system.

**FISCAL IMPACT:** The estimated cost is \$50,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                      | 50,000  |         |         |         |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>          | 50,000  |         |         |         |         | 50,000    |
| <b>FUNDING SOURCES</b>             |         |         |         |         |         |           |
| 773-Wastewater Capital Improvement | 50,000  |         |         |         |         | 50,000    |
| <b>FUNDING TOTALS</b>              | 50,000  |         |         |         |         | 50,000    |



## Sewer Master Plan

**Project No:** 0410-S18-75

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** The primary objective of the Sewer Master Plan is to create a comprehensive document identifying estimated sewer collection capacity, the age and capability of the existing collection system. The Master Plan will be integrated with the Water Master Plan and the Stormwater Master Plan which will include recommendations for system improvements, replacement and estimated project costs.

**FISCAL IMPACT:** The estimated cost is \$150,000 with actual cost to-date of \$12,283.

### EXPENDITURE ACCOUNTS:

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                       | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                      | 137,717 |         |         |         |         | 137,717   |
| <b>EXPENDITURE TOTALS</b>          | 137,717 |         |         |         |         | 137,717   |
| <b>FUNDING SOURCES</b>             |         |         |         |         |         |           |
| 773-Wastewater Capital Improvement | 137,717 |         |         |         |         | 137,717   |
| <b>FUNDING TOTALS</b>              | 137,717 |         |         |         |         | 137,717   |

## Recycled Water Feasibility Study

**Project No:** 0411-S18-78

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** This study will determine the feasibility of using recycled water to offset the use of fresh/potable water from local supplies.

**FISCAL IMPACT:** The estimated cost is \$150,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                                     | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | Five Year |
|--------------------------------------------------|---------|---------|---------|---------|---------|-----------|
| 3110 - Design                                    |         |         |         | 150,000 |         | 150,000   |
| <b>EXPENDITURE TOTALS</b>                        |         |         |         | 150,000 |         | 150,000   |
| <b>FUNDING SOURCES</b>                           |         |         |         |         |         |           |
| 773-Wastewater Capital Improvement - State Grant |         |         |         | 75,000  |         | 75,000    |
| 774-Wastewater Impact Fees                       |         |         |         | 75,000  |         | 75,000    |
| <b>FUNDING TOTALS</b>                            |         |         |         | 150,000 |         | 150,000   |

## Replace Operations Building and Shop

**Project No:** 0412-S18-79

**Category:** Wastewater

**Project Location:** 1 Chaix Ln



**PROJECT PURPOSE & DESCRIPTION:** This project will replace the existing operations building and equipment shop at the Wastewater Treatment and Reclamation Plant.

**FISCAL IMPACT:** The estimated cost is \$1,100,000.

**EXPENDITURE ACCOUNTS:**

**Fund:** 773 **Dept:** 5059

| EXPENDITURES                              | 2019-20 | 2020-21 | 2021-22 | 2022-23   | 2023-24 | Five Year |
|-------------------------------------------|---------|---------|---------|-----------|---------|-----------|
| 3110 - Design                             |         |         | 98,000  |           |         | 98,000    |
| 3140 - Legal Services                     |         |         | 2,000   |           |         | 2,000     |
| 3150 - Construction Management            |         |         |         | 50,000    |         | 50,000    |
| 3160 - Construction Contract              |         |         |         | 900,000   |         | 900,000   |
| 3170 - Contingency                        |         |         |         | 50,000    |         | 50,000    |
| <b>EXPENDITURE TOTALS</b>                 |         |         | 100,000 | 1,000,000 |         | 1,100,000 |
| <b>FUNDING SOURCES</b>                    |         |         |         |           |         |           |
| 773-Wastewater Capital Improvement - Bond |         |         | 100,000 | 1,000,000 |         | 1,100,000 |
| <b>FUNDING TOTALS</b>                     |         |         | 100,000 | 1,000,000 |         | 1,100,000 |



Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Old Business**

**Subject: Discussion and Approval of the Active Transportation and Sustainability Committee's Annual Work Plan, Including Direction Related to the Committee's Climate Action Directives Work Product**

**CEQA Determination:** Not a CEQA project

**Prepared By:** Tobias Barr, Project Manager

**Reviewed By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

At the March 26, 2019 City Council meeting, Pamela Smithers, the Active Transportation and Sustainability Committee (ATSC) Chair, presented the committee's proposed 2019 Work Plan and promoted the committee's work on preparing Climate Action Directives, which were actions the committee had assembled utilizing Calistoga's Climate Action Plan and the County of Napa's Draft Climate Action Plan, as well as inputs and ideas from the Committee, the Committee's staff liaison, actions the City is already undertaking, and emerging/trending sustainability initiatives and Greenhouse Gas reductions strategies. The ATSC spent the prior year considering and assembling the above actions with the goal of providing the Climate Action Directives (CADs) as a scope of work for a future formal Climate Action Plan (CAP) initiative the City would need to eventually complete and adopt in keeping with the direction of the 2040 General Plan Update. Additionally, Ms. Smithers requested the City Council consider actions in the CADs that would reduce the City's Greenhouse Gas emissions footprint, be immediately achievable, and be congruous with existing City goals and plans.

**DISCUSSION**

On March 26, 2019, City Council received valuable input from ATSC members and discussed the proposed ATSC workplan (including CADs). The City Council suggested

further consideration and analysis of staffing availability and alignment with current Council Goals. In addition, the Council requested further consideration regarding consistency and synergy with the current General Plan Update/EIR and more robust inter-departmental coordination and communication regarding the legally required next steps for creation and adoption of a CAP. Council directed ATSC to complete the final section of the CADs on water and wastewater and bring the annual Work Plan back with additional details on how the Work Plan would be completed.

The recently adopted 2040 General Plan Update includes an entire Element dedicated to Climate Change. Included within this Element is a discussion of the key climate change issues facing St. Helena; key findings regarding the "existing conditions" of the issue, based on significant community input; defined overarching goals regarding Climate Change; and finally a list of Policies and Implementing Actions intended to accomplish St. Helena's Climate Change objectives, including compliance with the requirement of SB 375 and Executive Order S-3-05 and B-30-15. In addition, the 2040 General Plan EIR includes a mitigation measure (GHG-1 below) which requires the completion of the CAP within three years of the adoption of the Plan. The work of the ATSC can and should be utilized to build on and support this CAP, and as budgeted funds become available, this project could be incorporated into the ATSC work plan. To provide a conceptual budget assumption for future discussion, staff requested Rincon Consulting Group provide a cost range estimate for the preparation of a CAP for a community such as St. Helena and their response indicated likely costs would range from \$45,000-\$80,000 depending on scope. Rincon is one of many firms with expertise in this field of planning work and an RFP would be the most appropriate method to secure an accurate bid for such a project.

**GHG-1:** The City of St. Helena shall adopt and begin to implement a Climate Action Plan within a goal of 18 months, but no later than 36 months, of adopting the Proposed Plan update to address the GHG reduction goals of Executive Order B-30-15 and Executive Order S-03-05 for GHG sectors that the City has direct or indirect jurisdictional control over. The Climate Action Plan shall include a community inventory of GHG emission sources, and quantifiable GHG emissions reduction targets for 2030 and 2050, and an interim target for the General Plan buildout year 2040, that are consistent with the statewide GHG reduction targets. The City shall monitor progress toward its GHG emissions reduction goals and prepare reports every five years detailing that progress.

Members of ATSC acknowledge that committee work requires City staff time, which can be significant, especially with a committee that has an ambitious work plan; therefore, the ATSC committee is recommending that individual members lead the initiatives listed in the work plan, take responsibility for the initiatives and minimize City staff time and resources. However, it is inevitable that the work plan will require additional support and coordination from members of staff at some point in the future.

The attached Work Plan has been updated to reflect which committee members are taking the lead on each task. ATSC is requesting further discussion and direction from City Council.

**FISCAL IMPACT**

There is no fiscal impact associated with the Council's discussion and approval of the Active Transportation and Sustainability Committee's annual work plan, however future implementation of the recommended Climate Action Directives, and ultimate adoption of a CAP have the potential for fiscal impacts to the General Fund, the full cost of which are unknown at this time.

**RECOMMENDED ACTION**

Discuss the work plan and provide feedback to the committee, approving the work plan as is or amending the work plan as Council sees appropriate. Additionally, the committee requests the City Council receive the Climate Action Directives deliverable and discuss next steps on this committee initiative.

**ATTACHMENTS**

[Report to City Council on CAD measures May 2019 Final tb](#)  
[ATSC 2019 Work Plan FINAL](#)

ACTIVE TRANSPORTATION AND  
SUSTAINABILITY COMMITTEE  
(ATSC)

REPORT TO CITY COUNCIL ON  
CLIMATE ACTION DIRECTIVES  
(CADs)

*May 1, 2019*

We would like to thank the St. Helena City Council for their “commitment to environmental stewardship and public health” in their goal setting actions for 2019 (and 2018).

#### **CLIMATE ACTION PLAN (CAP) VS CLIMATE ACTION DIRECTIVES – TOOLS**

One of the main tools used by governments to affect their commitment to playing a role in reducing the impacts of climate change is to incorporate actions to lessen their city’s direct impact on the environment through the adoption of a **Climate Action Plan (CAP)**. CAPs are comprehensive roadmaps that outline specific activities a city, county or agency should undertake to reduce greenhouse gas (GHG) emissions. A CAP is scoped to satisfy state guidelines and looks at major areas of interest in a community such as energy and transportation, using accepted algorithms, lifecycle analysis and other tools to develop an inventory of GHG emissions. Implementation strategies are then developed to reduce GHG emissions to prescribed, often history benchmark levels (i.e. 20% below 1990 levels). In most cases a CAP requires an effort that includes an experienced consulting firm working with the target government staff to create acceptable methodologies for GHG inventory and reductions, and may take several years to complete.

Based on City Council direction in February 2018, the Committee reviewed several existing local (i.e. Napa County) CAPs in detail and developed the following **Climate Action Directives (CAD)**. This CAD is meant to serve as a first step in preparation for a Climate Action Plan and includes individual actions which can be immediately implemented. The plan does not include a GHG inventory or reduction quantifications, but suggests actions that will likely result in GHG reductions or other environmental or quality-of-life benefits for residents and visitors in St. Helena. The CADs are organized into categories of Transportation, Energy Efficiency and Renewable Energy, Water, Wastewater and Stormwater, Carbon Sequestration, and Community Engagement and Advocacy—categories normally seen in CAPs. Additionally, the Active Transportation and Sustainability Committee, after some debate, determined that forward looking actions should be included for consideration. For example,



the committee's extensive review of Napa County's Draft CAP and Calistoga's adopted Final CAP found that no actions addressing emerging technology innovations or innovative business models such as shared economy transportation models (on-demand ridesharing, car/bike sharing) or emerging automated (self-driving) vehicle technologies. The committee determined that since these technologies and business models could have significant impacts to GHG emissions as well as to traffic congestion, safety, and quality of life in St. Helena, they should be considered. Further, the committee determined it would likely be beneficial to establish the City of St. Helena as a regional leader in policy and planning in these areas.

#### **BACKGROUND ON RELATED KEY LEGISLATION**

The state of California has taken the lead nationally in addressing the reduction of greenhouse gas emissions. The key legislation driving CAPs are AB 32, SB 375 and California Environmental Quality Act (CEQA). The California Global Warming Solutions Act of 2006 ("**AB 32**") requires that GHG's emitted in California are reduced to 1990 levels by the year 2020. AB 32 defines GHG's to include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluorides. The Sustainable Communities and Climate Protection Act of 2008 ("**SB 375**") was passed to align regional transportation planning efforts, GHG reduction targets, and housing allocations. This legislation addresses the fact that the majority of GHG emissions stem from transportation and encourages allocation of housing to reduce transportation within a community. **CEQA** requires analysis and public disclosure of the environmental impacts of proposed projects. CEQA applies to many projects that require a government approval including impacts to air quality and GHG emissions.

#### **OBJECTIVES OF THE CAD**

The purpose of the following CAD is to serve the City through the following:

- Compile a list of actions that can be undertaken immediately and in the near term to reduce local GHG emissions as well as enhance the quality of life for its citizens (co-benefits)
- Inform revisions to the General Plan
- Put our City in position to address, in the near-term, state and federal legislation that our City will need to comply with in the future

- Place our City in position to apply for grants/funding for a CAP and other sustainable efforts
- Provide initial scope of work for future CAP
- Provide a flexible starting point to accommodate changing needs

The City of St Helena should be congratulated for taking certain steps over the last few years to begin addressing sustainability, climate change, and reductions in greenhouse gas emissions, such as expedited permitting for private home solar installations, planned improvement to sidewalks to encourage walking over vehicle use, installing bicycling lanes, a truck ordinance, water conservation programs, and public electric vehicle charging stations. The program we propose builds upon the above past efforts by identifying objectives and creating actions (“Measures”) that may be adopted by the City Council and incorporated into City planning policies and ordinances. Many of the strategies in the plan – reducing automobile dependence, promoting renewable energy, increasing energy efficiency, conserving water, and eliminating waste – also provide co-benefits to the community, such as improving air quality and water supplies, lowering energy use, and enhancing St. Helena’s public health and quality of life.

We feel adoption of the attached Objectives and Measures are consistent with the City Council’s 2019 goals and our community’s desires. Thank you very much for your consideration.

**ATSC - Active Transportation and Sustainability Committee**

Pam Smithers, Chairperson

Glenn Smith, Vice Chair

Tom Vence

Jeff Farmer

Denise Henquet Sprengers

Erin Dempsey

Staff Liaison: Tobias Barr, Project Manager, Public Works

City Council Liaison: Geoff Ellsworth

**Acknowledgements:**

Thank you to the City of Calistoga for their cooperation in allowing the ATSC extensive use of their City’s 2014 Climate Action Plan and to Napa County for

their Climate Action Plan Revised Draft Strategies and Measure Description Worksheets which we reviewed and used as a model for our Measures. Also, thank you to City Staff for their knowledge and suggestions, in particular their identification of measures the City is already undertaking (see column “Current City Initiative”).

**Notes:**

No priorities were given to these Measures at this writing. It is our hope that the ATSC will work with City Staff in the near future to set priorities to the Measures.

**List of Acronyms:**

CAP= Climate Action Plan  
 NC = from Napa County 2017 Final Draft CAP  
 CA = from City of Calistoga 2014 Adopted CAP  
 Modified CA = Calistoga measure, with wording change  
 Modified NC = Napa County 2017 Final Draft CAP  
 GHG = greenhouse gas emissions  
 VMT = vehicle miles traveled  
 ZNE =zero net energy  
 MCE = Marin Clean Energy  
 PACE = property assessed clean energy  
 CALGreen = California Green Building Standards Code

**Transportation**

The Active Transportation and Sustainability Committee’s proposed plan for reducing vehicle emissions involves both increasing vehicle fuel efficiency and reducing vehicle miles traveled (VMT). The plan objectives increase vehicle fuel efficiency by managing traffic and encouraging the use of alternative-fuel vehicles. To reduce VMT, the proposed objectives promote transit, biking, walking, and carpooling options, as well as efficient land use patterns. The City will also buy greener vehicles for its fleet when feasible (CA).

|                      |                                                                                                            |                                                       |                                 |
|----------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------|
| <b>Objective T-1</b> | <b>Maximize Bicycle and Pedestrian trips by promoting a walking and bicycling-friendly community (CA).</b> | <b>Current City Initiative (Y/N blank if unknown)</b> | <b>Estimated Priority (1-4)</b> |
|----------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------|

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |  |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| Measure T-1 A | <p><b>Implement and support a public campaign to reduce vehicle speeding in St Helena.</b></p> <p><i>This effort should include increased enforcement of speed limits on all residential streets as well as public outreach and education efforts. Lower vehicle speeds are necessary to make bicycling and walking safer and more attractive as a transportation option.</i></p>                                                                                                                                                                                                                                                                                                      | Y |  |
| Measure T-1 B | <p><b>Implement the Bicycle and Pedestrian Plans, including the provision of multi-use paths, bicycle lanes, bicycle and pedestrian routes and crossings (CA).</b></p> <p><i>The 2012 Bicycle Plan is currently undergoing the 5 year review and will be updated. The countywide Pedestrian Plan was approved in August 2016. All plans are developed to address the needs of all types of bicyclists and pedestrians. Important reasons for increasing bicycle and pedestrian travel include reducing congestion and greenhouse gas emissions due to automobile traffic as well as general public health benefits of active transportation.</i></p>                                   | Y |  |
| Measure T-1 C | <p><b>Direct staff to incorporate elements of the bicycle and pedestrian plans and other active transportation elements into St Helena's five-year road improvement plan.</b></p> <p><i>With Measure T funds becoming available for pavement improvements, the City of St. Helena has the opportunity to implement bicycle and pedestrian facilities identified in the Bicycle and Pedestrian Plans as roads are resurfaced and improved.</i></p>                                                                                                                                                                                                                                      | Y |  |
| Measure T-1 D | <p><b>Maximize bicycle parking at appropriate locations throughout the community.</b></p> <p><i>Direct City Staff to update the City's Municipal Code to include a requirement for one bicycle parking space for every 10 motor vehicles spaces associated with new non-residential projects and for every three dwelling units in new multi-family residential projects. Coordinate the installation of bicycle racks and parking with the VINE bus service to encourage "bike-to-bus" transportation. Install adequate bike parking at City Parks and Facilities. Make bicycle parking apparatus available in City Right-of-Way to businesses which request bicycle parking.</i></p> |   |  |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |  |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| Measure T-1 E | <p><b>Promote walking by providing more resting places in strategic areas of the City.</b></p> <p><i>Identify strategic areas in the City's Right-of-Way to install benches for walkers to sit and rest. Providing benches as resting areas reduces fatigue and will enable more residents and visitors to replace vehicle trips with walking trips. The City can develop a program where a sitting bench can be requested by the public and if location meets the program requirements, the Public Works Department can install a bench.</i></p>                                                                                   |   |  |
| Measure T-1 F | <p><b>Improve Bicycle and Pedestrian Crossings along HWY 29 and other busy intersections.</b></p> <p><i>The City will work with Caltrans and other stakeholders to improve crossings for bicycles and pedestrians along HWY 29 and other areas of the City as appropriate.</i></p>                                                                                                                                                                                                                                                                                                                                                  | Y |  |
| Measure T-1 G | <p><b>Utilize signage, education, outreach, technology and community resources to implement strategies to encourage "park-and-walk" in St. Helena.</b></p> <p><i>The City will utilize SHINE newsletter, social media, and Chamber of Commerce to promote park and walk with visitors and residents. Strategy will include strategic development of parking with clear signage for the public and utilize publicity on benefits of walking. Utilizing tools, such as creating a walking tour of the downtown utilizing Historical Society landmarks will be considered as strategies to encourage park and walk activities.</i></p> |   |  |
| Measure T-1 H | <p><b>Implement City programs to encourage sidewalk and walking plan improvements to reduce VMT (for ex: Tree Tunnel walking path).</b></p> <p><i>The City will implement plans such as the ADA Transition Plan and Pedestrian Plan to continually improve pedestrian pathways in the City. The City will evaluate implementing cost share and other strategies to improve sidewalk and walking paths that are in the jurisdiction of private parcels to encourage sidewalk and walking path improvements.</i></p>                                                                                                                  |   |  |
| Measure T-1 I | <p><b>Participate in the planning and development of the Vine Trail St. Helena segment.</b></p> <p><i>The City will actively participate in the development of the Vine Trail planning for the St. Helena segment in order to optimize the route for residents and visitors, to reduce vehicle trips and traffic, and insure compliance with local laws.</i></p>                                                                                                                                                                                                                                                                    | Y |  |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |  |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| Measure T-1 J        | <b>Enforce the City's Truck Ordinance.</b><br><i>Keeping truck traffic off residential streets reduces traffic and stress on pedestrians and bicyclists.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Y |  |
| <b>Objective T-2</b> | <b>Maximize and support the use of local and regional transit service, car and van pooling (CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |   |  |
| Measure T-2 A        | <b>Encourage and support efforts by Napa Valley Transportation Authority to provide convenient, comfortable and affordable transit to and within St Helena and the region (CA).</b><br><i>Providing frequent and comfortable bus transit service reduces personal vehicle use. Covered and well-lit bus stops that included solar powered charging for mobile devices provide a comfortable and more secure experience for transit users. The County's fixed-route bus system (VINE) provides daily transit service from stops in St. Helena to locations throughout the county, as well as connections to transit in Solano County, Bay Area Rapid Transit (BART) and the San Francisco Ferry.</i> | Y |  |
| Measure T-2 B        | <b>Encourage local employers to promote public transit use, car and van pooling, within their organizations.</b><br><i>By providing tools, education and outreach to local employers, the City can encourage employers to promote transit and pooling activities to reduce vehicle trips and peak traffic congestion.</i>                                                                                                                                                                                                                                                                                                                                                                           |   |  |
| Measure T-2 C        | <b>Foster the creation of commuter rail service on the Napa Wine Train right-of-way.</b><br><i>Recently (2018) the Wine Train has released information that they are evaluating offering commuter rail service. Direct staff to pursue discussions with Napa Wine Train regarding commute service from Napa to locations Up Valley, in balance with St. Helena's small town character.</i>                                                                                                                                                                                                                                                                                                          |   |  |
| Measure T-2 D        | <b>Evaluate feasibility of utilizing VINE bus and shuttle resources to accommodate school transportation needs.</b><br><i>In order to decrease single vehicle trips from students and parents in St. Helena the City should encourage St. Helena Unified School District and VINE transit to pool transit resources and develop a plan to reduce vehicular trips by parents and students to and from school.</i>                                                                                                                                                                                                                                                                                    |   |  |
| Measure T-2 E        | <b>Promote ridesharing and car and van pooling in the community.</b><br><i>When ridesharing reduces VMT, the City will consider taking an active role in the promotion of such activities or</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |  |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|                      | mobile applications that promote ridesharing activities.<br>This could include outreach and education.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |
| <b>Objective T-3</b> | <b>Enforce policies and promote activities that minimize single-person vehicle usage by employees (CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| Measure T-3 A        | <p><b>Develop Comprehensive Transportation Plan for large commercial developments.</b></p> <p><i>Require proposed projects that will have a large number of employees (new or existing enterprises contemplating large increases in employees) to submit a comprehensive plan detailing actions to reduce single-person vehicle usage by employees. Such actions may include providing bicycles for commuting, covered bicycle parking, showers and/or lockers, carpool coordination and shuttles to locations where concentrations of employees reside. Ensure implementation of the plan through a condition of approval or mitigation measure (CA).</i></p> |  |  |
| <b>Objective T-4</b> | <b>Minimize personal vehicle usage by residents and visitors within the community (CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| Measure T-4-A        | <p><b>Encourage the utilization of shuttle services for visitors and promote the use of the St. Helena VINE Shuttle for visitors and residents.</b></p> <p><i>The VINE started an on-demand shuttle bus service for St. Helena that allows door-to-door rides during normal operating hours. The City will promote these services by outreach and education efforts in the SHINE newsletter and social media.</i></p>                                                                                                                                                                                                                                          |  |  |
| Measure T-4-B        | <p><b>Promote innovative transportation models (ridesharing, bike sharing and on-demand ride services) and innovative goods and service models (e-commerce) that reduce vehicle trips and emissions.</b></p> <p><i>Ridesharing, bikesharing, on-demand ride services, e-commerce delivery services offer alternatives to personal vehicles for shopping and travel. The City will need to stay abreast of research that compares emissions and congestion from these services to personal vehicles and incorporate the results in the CAP. The City can then take a role in promoting those which align with the CAP and discourage those that do not.</i></p> |  |  |
| Measure T-4 C        | <b>Support community gardens, farmers markets, “buy local” campaigns (CA) and encourage community events to be centrally located to reduce across town trips and VMT.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
| Measure T-4 D        | <b>Support the provision of resident-serving brick and mortar businesses including legacy businesses. Evaluate</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |

|                      |                                                                                                                                                                                                                                                                                                                                                                                              |   |  |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
|                      | <p><b>and consider incentives for businesses which serve the local community.</b></p> <p><i>Approving land use entitlements for resident-serving uses would minimize the VMT associated with trips outside the community.</i></p>                                                                                                                                                            |   |  |
| Measure T-4-E        | <p><b>Encourage local visitor accommodations to provide bicycles, bicycle safety instruction/etiquette to visitors (CA).</b></p>                                                                                                                                                                                                                                                             | Y |  |
| <b>Objective T-5</b> | <b>Promote opportunities to house local workers to minimize commuting (CA).</b>                                                                                                                                                                                                                                                                                                              |   |  |
| Measure T-5 A        | <p><b>Promote housing types that are desirable to local workers, including multi story, single unit infill (modified CA).</b></p> <p><i>Housing local workers within-in St. Helena avoids VMT and emissions associated with commuting. Developing local housing for workers in the hospitality, service, agriculture, public sector and wine industries will reduce these emissions.</i></p> |   |  |
| <b>Objective T-6</b> | <b>Encourage compact development (CA).</b>                                                                                                                                                                                                                                                                                                                                                   |   |  |
| Measure T-6 A        | <p><b>Maintain a compact downtown (CA).</b></p> <p><i>The City's compact downtown encourages visitors and residents to one-stop-shop; that is, park and then walk between shops rather than drive from one destination to the next. Allowing wine tasting rooms in the downtown reduces VMT by avoiding the need to drive to distant locations (CA).</i></p>                                 |   |  |
| Measure T-6 B        | <p><b>Discourage new commercial or winery development which will increase VMT in residential areas.</b></p>                                                                                                                                                                                                                                                                                  |   |  |
| <b>Objective T-7</b> | <b>Minimize fuel use and emissions in the local transportation system (CA).</b>                                                                                                                                                                                                                                                                                                              |   |  |
| Measure T-7 A        | <p><b>Encourage Caltrans to monitor and adjust traffic controls as needed to minimize idling while in the City limits (CA).</b></p>                                                                                                                                                                                                                                                          |   |  |
| Measure T-7 B        | <p><b>Establish a policy to minimize emissions related to idling for City and commercial vehicles operating in St. Helena (modified CA).</b></p>                                                                                                                                                                                                                                             |   |  |
| <b>Objective T-8</b> | <b>Provide support facilities and policies to encourage the adoption of electric vehicles (modified CA).</b>                                                                                                                                                                                                                                                                                 |   |  |
| Measure T-8 A        | <p><b>Increase the supply of electric vehicle charging stations, including stations for City employees (modified CA).</b></p> <p><i>The current lack of accessible charging stations is a significant barrier to the widespread adoption of electric vehicles (CA).</i></p>                                                                                                                  |   |  |



|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Measure T-8 B        | <p><b>Purchase or lease City-owned vehicles powered by renewable energy sources whenever feasible (CA).</b></p> <p><i>The City should phase in the purchase of green vehicles as older vehicles are retired. This is more economically feasible and less wasteful than replacing vehicles that are still functioning well. Also, green vehicle technology is continually improving and purchasing a vehicle is a long-term investment. By converting its fleet in phases, St. Helena can take advantage of future technologies (CA).</i></p> |  |  |
| Measure T-8 C        | <p><b>Encourage the use of use of Neighborhood Electric Vehicles (NEVs) by City Employees and the Public.</b></p> <p><i>The size of St. Helena makes it an ideal community for Neighborhood Electric Vehicles. Utilizing smaller, electric vehicles for around town travel reduces emissions and traffic stress on bicyclists and pedestrians. The City should consider promoting NEV use in town though a variety of incentives.</i></p>                                                                                                    |  |  |
| <b>Objective T-9</b> | <b>Encourage alternatives to City employee use of single-occupancy vehicles (CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
| Measure T-9 A        | <b>Provide bicycles and Neighborhood Electric Vehicles for City employees to use for City operations (modified CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
| Measure T-9 B        | <b>Provide secure covered bicycle parking for City employees to encourage bicycling to work (CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
| Measure T-9 C        | <b>Consider providing incentives to City staff for car-pooling or bicycling to work.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |

### Energy Efficiency and Renewable Energy

The consumption of electricity for appliances, lighting, heating and cooling, and the combustion of natural gas associated with residential, commercial, and industrial buildings can be substantial generators of GHG emissions. The following Measures will lessen our City's contribution.

| Objective EE-1 | Support local efforts to utilize renewable energy (CA).                                                                                                                                                                                                                                                                                                       | Current City Initiative (Y/N blank if unknown) | Estimated Priority (1-4) |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------|
| Measure EE-1 A | <b>Consider requiring solar installations as a condition of new construction.</b>                                                                                                                                                                                                                                                                             | N                                              |                          |
| Measure EE-1 B | <b>Evaluate selecting MCE's Deep Green (100% renewable) option for all City-owned facilities.</b> (modified NC, modified CA)                                                                                                                                                                                                                                  | N                                              |                          |
| Measure EE-1 C | <b>Promote renewable energy, energy efficiency and programs and champions through recognition activities.</b> (NC)<br><i>Publicizing local companies who have adopted these measures via SHINE newsletter and other City communications to congratulate those who have taken steps to reduce their carbon footprint and encourages others to follow suit.</i> | N                                              |                          |
| Measure EE-1 D | <b>Expand current renewable energy and green energy incentives and update local ordinances.</b> (NC)                                                                                                                                                                                                                                                          | N                                              |                          |
| Measure EE-1 E | <b>Support solar and energy efficiency technology pop up shops and other educational experience for residents to promote technologies.</b>                                                                                                                                                                                                                    | N                                              |                          |
| Measure EE-1 F | <b>Provide resources and education of loan financing programs, such as PACE or utility financing to encourage adoption of energy efficiency and renewable energy home upgrades.</b> (CA, NC)                                                                                                                                                                  | N                                              |                          |
| Measure EE-1 G | <b>Support landfill and wastewater to energy programs.</b> (modified NC)                                                                                                                                                                                                                                                                                      |                                                |                          |
| Measure EE-1 H | <b>Discount permit fees and expedite the permit process for renewable energy and energy efficiency projects.</b>                                                                                                                                                                                                                                              | Y                                              |                          |
| Measure EE-1 I | <b>Encourage solar panel canopies over existing or newly constructed parking lots.</b>                                                                                                                                                                                                                                                                        | N                                              |                          |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>Objective EE-2</b> | <b>Maximize energy conservation associated with buildings (CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |
| Measure EE-2 A        | <b>Require compliance with CALGreen Tier 1 standards for all new construction, and phase in ZNE requirements for new construction beginning in 2020.</b> (modified NC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| Measure EE-2 B        | <b>Evaluate the benefits of requiring new or replacement residential and commercial water heating systems to be electrically powered and/or alternatively fueled systems.</b> (Modified NC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
| Measure EE-2 C        | <b>Discourage the use of exterior lighting (CA) through the planning process. Require all outdoor lighting be high efficiency, use timers, motion sensors and smart lighting controls and be Dark Sky Association certified.</b> (modified CA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| Measure EE-2 D        | <b>Educate residents through SHINE about the effects of leaving their exterior lights on all night (light pollution, energy use).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
| <b>Objective EE-3</b> | <b>Optimize the energy-efficiency of street lighting, water pumping, water treatment and other energy-intensive municipal operations with the goal of adopting energy efficient measure in municipal operations (CA)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |
| Measure EE-3 A        | <b>Incorporate energy-efficient measures in the replacement and upgrading of municipal facilities.</b> (CA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
| <b>Objective EE-4</b> | <b>Pursue the development of one or more renewable energy projects at City-owned facilities.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
| Measure EE-4 A        | <b>Include solar panel installations on new municipal building construction.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
| Measure EE-4 B        | <b>Consider tracking development of micro grids technology as an innovative opportunity for St. Helena to encourage renewable energy.</b><br><br><i>Microgrids are a growing segment of the energy industry, representing a paradigm shift from remote central station power plants toward more localized, distributed generation—especially in cities, communities and campuses. They provide efficient, low-cost, clean energy, enhance local resiliency, and improve the operation and stability of the regional electric grid. By “islanding” from the grid in emergencies, a microgrid can both continue serving its included load when the grid is down and serve its surrounding community by providing a platform to support critical services from hosting first responders and</i> |  |  |

|  |                                                                                    |  |  |
|--|------------------------------------------------------------------------------------|--|--|
|  | <i>governmental functions to providing key services and<br/>emergency shelter.</i> |  |  |
|--|------------------------------------------------------------------------------------|--|--|

## Water, Wastewater and Stormwater

The Water/Wastewater sector reflects fuel and electricity used in the transport of water and wastewater, as well as emissions generated during the wastewater treatment process (CA).

| Objective WWS-1 | Conserve water to minimize the energy needed for water treatment and transmission (CA).                                                                                                                                                                                                                                                                                                                            | Current City Initiative (Y/N blank if unknown) | Estimate Priority (4) |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------|
| Measure WWS-1 A | <b>Enforce the State's water-efficient landscape standards for new and rehabilitated landscaping.</b> (CA)<br><i>Application of the State standards to larger landscaped areas significantly reduces irrigation water use through the use of plants with relatively low watering needs, minimizing areas of water-intensive turf and installing smart irrigation systems to avoid excessive water use.</i><br>(CA) | Y                                              |                       |
| Measure WWS-1 B | <b>Promote the use of recycled reclaimed water generated by the updated wastewater treatment plant.</b> (CA, adapted for COSH)<br><i>Recycled wastewater has the potential to significantly offset potable water use and potentially provide GHG reductions as well as other environmental benefits.</i> (CA)                                                                                                      | Y                                              |                       |
| Measure WWS-1 C | <b>Install water-efficient landscaping and irrigation where feasible at City facilities. Maintain irrigation systems at municipal facilities for proper watering cycles and to prevent runoff.</b> (CA)                                                                                                                                                                                                            | Y                                              |                       |
| Measure WWS-1 D | <b>Require water audits for new and expanded commercial or industrial projects.</b> (NC)                                                                                                                                                                                                                                                                                                                           | N                                              |                       |
| Measure WWS-1 E | <b>Update the water neutrality requirement to encourage and streamline retrofits of existing properties.</b>                                                                                                                                                                                                                                                                                                       | Y                                              |                       |
| Measure WWS-1 F | <b>Accelerate the integration of smart water meter technology.</b>                                                                                                                                                                                                                                                                                                                                                 | Y                                              |                       |
| Measure WWS-1 G | <b>Evaluate innovative water efficiency retrofit rebates to update existing rebate programs (ex: HOAs, front loaded rebates, graywater, rain capture/retention, etc.).</b>                                                                                                                                                                                                                                         | Y                                              |                       |
| Measure WWS-1 H | <b>Accelerate rates of repair of underground water delivery pipes to reduce water waste associated with the water delivery system.</b>                                                                                                                                                                                                                                                                             | Y                                              |                       |

|                        |                                                                                                                                                                                       |   |  |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| <b>Objective WWS-2</b> | <b>Municipal water and wastewater infrastructure management</b>                                                                                                                       |   |  |
| Measure WWS-2 A        | Develop a program to greatly reduce infiltration and inflow into the City sewer collection system.                                                                                    | Y |  |
| Measure WWS-2 B        | Develop policy and enforcement of FOG (Fat, oil, grease) dischargers to eliminate FOG, eliminating sanitary sewer overflows.                                                          | Y |  |
| <b>Objective WWS-3</b> | <b>Eliminate or capture pollution entering storm drain system.</b>                                                                                                                    |   |  |
| Measure WWS-3 A        | Install trash capture devices in all storm drain inlets in priority land use areas to capture litter.                                                                                 | Y |  |
| Measure WWS-3 B        | Prioritize and optimize street sweeping to capture street litter.                                                                                                                     | Y |  |
| Measure WWS-3          | In addition to requiring bio-retention facilities for new construction, the City will develop a program to integrate bio-retention and LID measures into appropriate City facilities. | Y |  |

## Carbon Sequestration

Trees not only sequester carbon dioxide, but also reduce the urban heat island effect, lower building energy use, contribute to stormwater management, and improve air quality (CA).

| Objective CS-1        | Establish, enhance and preserve trees to sequester carbon and reduce urban heating (CA).                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Current City Initiative (Y/N blank if unknown) | Estimated Priority (1-4) |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------|
| Measure CS-1 A        | <b>Protect existing trees to the maximum feasible extent.</b><br>(CA)<br><i>Protecting larger trees is crucial because as trees grow, their value to the environment increases. A mature tree with a thick trunk and lush canopy can provide more environmental benefits than a young, small tree (CA).</i>                                                                                                                                                                                                                                                        | Y                                              |                          |
| Measure CS-1 B        | <b>Require the replacement of trees that are removed by development projects, favoring drought resistant species.</b> (modified CA)                                                                                                                                                                                                                                                                                                                                                                                                                                | Y                                              |                          |
| Measure CS-1 C        | <b>Require the planting of street trees as part of development projects, and plant and replace removed trees along streets.</b> (CA)                                                                                                                                                                                                                                                                                                                                                                                                                               | Y                                              |                          |
| Measure CS-1 D        | <b>Require the planting of parking lot shade trees by development projects and plant shade trees in City-owned parking lots.</b> (CA)<br><i>Parking lots act as miniature heat islands; these higher temperatures can be mitigated by tree cover. When cars are shaded, evaporative emissions from fuel and volatilized plastics is greatly reduced. Shade also means less air conditioning energy will be needed to cool the cars when drivers return. Additionally, asphalt in shaded parking lots shrinks and cracks less, requiring less maintenance (CA).</i> | Y                                              |                          |
| Measure CS-1 E        | <b>Establish a policy and program on urban forest preservation and replanting, based on a citywide tree inventory.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             | N                                              |                          |
| <b>Objective CS-2</b> | <b>Preserve open space within the city limits (CA).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                          |
| Measure CS-2 A        | <b>Ensure the preservation of open space through the entitlement review process.</b> (CA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                |                          |

|                  |                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|                  | <i>As the City evaluates new development, consideration of public right-of-way, trails and opens space will be appropriate to create open space areas for carbon storing trees and vegetation.</i>                                                                                                                                                              |  |  |
| Measure CS-2 B   | <b>Seek to establish permanent open space easements over forested areas and significant habitats through such means as the purchase of development rights.</b> (CA)                                                                                                                                                                                             |  |  |
| • Measure CS-2 C | <b>Pursue grant funding programs that restore habitat and conservation areas.</b>                                                                                                                                                                                                                                                                               |  |  |
| • Measure CS-2 D | <b>Develop a master plan for City Parks and Accessible Open Space.</b><br><i>Parks mitigate the effects of climate change. Their trees absorb and store carbon and trap particulate matter on leaf surfaces. They absorb storm water runoff, keeping it out of sewers and countering pollution, and they reduce the impact of the urban island heat effect.</i> |  |  |



### Community Engagement and Advocacy

Implementing the GHG mitigation measures will require community education and advocacy.

| Objective CE-1 | Conduct public outreach and education efforts that broaden community involvement in reducing greenhouse gas emissions (CA).                                                                         | Current City Initiative (Y/N blank if unknown) | Estimated Priority (1-4) |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------|
| Measure CE-1 A | Assist in the sponsorship of community events and campaigns that address global (CA) warming and promote renewable energy (CA).                                                                     |                                                |                          |
| Measure CE-1 B | Disseminate City web site postings, correspondence, reports, news releases, brochures, fact sheets, opinion pieces, advertising, etc., to aid in the implementation of GHG reduction measures. (CA) |                                                |                          |
| Measure CE-1 C | Coordinate with local civic and community advocacy groups with interest in climate and sustainability issues to foster joint projects.                                                              |                                                |                          |
| Objective CE-2 | Participate in and help develop effective regional, state and federal solutions to reduce emissions (modified CA).                                                                                  |                                                |                          |
| Measure CE-2 A | Support improvements to state-owned roads that encourage non-motorized transportation. (CA)                                                                                                         | Y                                              |                          |
| Measure CE-2 B | Participate in regional climate protection and action initiatives. (CA)                                                                                                                             | Y                                              |                          |

City of St. Helena  
 Active Transportation and Sustainability Committee (ATSC)  
 2019 Work Plan/Goals  
 Finalized at ATSC Regular Meeting May 1, 2019

**Work Plan Presented for Approval to City Council May 28, 2019**

| <b>Active Transportation</b>                                                                                                  |                                     |                 |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------|
| <b>Item</b>                                                                                                                   | <b>Committee Person Responsible</b> | <b>Timeline</b> |
| Assist Staff in providing comments and supporting implementation of the 2019 Bicycle Plan (St Helena Segment)                 | All                                 | Ongoing         |
| Continue to develop and promote bicycle safety and education programs (including Safe Routes to School)                       | Denise/Erin                         | Ongoing         |
| Work with Caltrans/Staff to improve bicycle and pedestrian crossings on Highway 29                                            | Jeff                                | Ongoing         |
| Participate in the planning and development of the NV Vine Trail (St. Helena Segment)                                         | All                                 | Ongoing         |
| Provide input to City staff on bicycle and pedestrian improvements within the City (2019 Bicycle Plan & 2016 Pedestrian Plan) | All                                 | Annually        |
| Work with City Staff to insure ADA access to all public and business facilities in the City                                   | Jeff/Glenn                          | Ongoing         |
| <b>Environmental Sustainability and Resource Management</b>                                                                   |                                     |                 |
| Complete Climate Action Directives work (Water & Wastewater)                                                                  | Done                                | Completed       |
| Explore one or more Climate Action Directives for implementation (in conjunction with Staff)                                  | All                                 | 6 mo.           |
| Give input on any potential solar installation at City facilities                                                             | Tom/Glenn                           | 6-12 mo.        |
| Explore alternatives for local recycle/reuse/reduce programs including public outreach (in coordination with UVDS)            | Tom/Glenn                           | 6-12 mo.        |
| Receive quarterly updates from Environmental Resource Tech on water conservation and other City sustainable activities        | All                                 | Ongoing         |
| Explore creating and promoting organic gardening/agriculture programs/beekeeping collective                                   | Pam                                 | 6 mo.           |
| <b>City Council Interaction and Community Outreach</b>                                                                        |                                     |                 |
| Provide quarterly updates to City Council for feedback                                                                        | Pam                                 | Every 3 mo.     |
| Work with Staff to engage in outreach activities related to ATSC initiatives                                                  | Pam/Jeff                            | Ongoing         |





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Old Business**

**Subject:** Discussion, direction, and proposed approval of a resolution (1) rescinding Resolution 2017-75 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and (2) authorizing a ceremonial flag recognizing LGBTQ Pride Month during the month of June.

**CEQA Determination:** Class 3 Categorical Exemption under Section 15303 of CEQA

**Prepared By:** April Mitts, Finance Director

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

The City Council established an outdoor flag display policy on June 13, 2017. The uniform policy established guidelines for flying of the National, State, City and non-governmental flags on City-owned properties.

Currently only governmental flags are flown on the flag pole outside the Police Department and non-governmental flags are flown on an exterior flag pole at the Carnegie building.

**DISCUSSION**

At the May 14, 2019, City Council meeting staff was directed to bring the outdoor flag display policy back for discussion and direction. Following the City Council's request staff has provided a redlined version of the current adopted policy consideration.

The updated policy addresses the location of the Ceremonial Flag Pole and makes the recommendation it is moved from the exterior of the Carnegie Building at 1360 Oak

Avenue to a more prominent place next to the existing flag pole located at St. Helena City Hall.

Additionally, per Policy P-CC-0001, a request has been made to the City Manager to fly Ceremonial Flags in the month of June. The flags to be flown are: (1) LGBTQ Pride Month flag for the first half of the month of June and (2) the Transgender flag flown the second half of June. The flying of both flags will be done in conjunction with the LGBTQ Pride Month Proclamation made at the May 28, 2019 City Council meeting. All requests for Ceremonial Flags are to be approved by City Council.

Staff recommends City Council provide direction and adopt a resolution rescinding Resolution 2017-75 and amending the outdoor flag display policy and approve the request to fly the LGBTQ Pride Month flag for the first half of June and the Transgender flag for the second half of June on the City's Ceremonial Flag pole.

#### **FISCAL IMPACT**

A new flag pole will be installed beside the existing governmental designated flag pole outside of the Police Department for a cost not to exceed \$5,000 and can be absorbed in the current FY 2018-19 budget.

#### **RECOMMENDED ACTION**

Provide direction and adopt a resolution (1) rescinding resolution 2017-75 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and (2) authorizing a ceremonial flag recognizing LGBTQ Pride Month during the month of June.

#### **ATTACHMENTS**

[Attachment 1: P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property Policy](#)

[Attachment 2: Resolution St Helena Flag Policy](#)

|                                                                                   |                                                                      |                                                                                                                 |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|  | <b>City of St. Helena</b><br><b>Council Policy</b><br>Administration | Policy<br><b>Outdoor Display of Governmental and<br/>Non-Governmental Flags on City Property</b><br>Page 1 of 2 |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|

|                                                                                                  |                            |                      |
|--------------------------------------------------------------------------------------------------|----------------------------|----------------------|
| <b>Title:</b><br><br>Outdoor Display of Governmental and Non-Governmental Flags on City Property | <b>Policy #</b>            | P-CC-0001            |
|                                                                                                  | <b>Revision #</b>          | 1                    |
|                                                                                                  | <b>Implementation Date</b> | 2017-06-13           |
|                                                                                                  | <b>Last Update Date</b>    | 2019-05-28           |
| <b>Approval by City Council</b>                                                                  | Resolution No.             | <b>Date Approved</b> |

### **I. Purpose, Overview and Scope of this Policy**

The purpose of this administrative policy is to establish a uniform policy to govern Outdoor Display of Governmental and Non-Governmental Flags on City Property.

Nothing set forth in this Policy is intended to prohibit or curtail individuals from displaying a flag on private property under his or her control or to wear or carry a flag.

This policy rescinds the previous Outdoor Display of Governmental and Non-Governmental Flags on City Property policies and remains in effect until rescinded by City Council.

### **II. Authority**

The City Council has authority to update this policy.

### **III. Policy - Flying Flags on City Property at Half-Staff**

1. National flags and/or California flags on City-owned property shall be flown at half-staff upon order of the President of the United States or authorization by the Governor of California.
2. National, California, and/or City flags on City-owned property may also be flown at half-staff at the direction of the Mayor upon the death of:
  - a. A City Councilmember, past or present;
  - b. A City employee whose death occurred during the discharge of duty;
  - c. A City employee or retiree having served the City for 25 or more years; and/or
  - d. A prominent citizen not holding or having held elected public office, whose accomplishments and contributions to the community clearly demonstrated a commitment over and beyond that which would be normally associated with the performance of work.
3. For the above circumstances, flags will be flown at half-staff as soon as practicable following the notification of a death, and will ordinarily be continued for 48 hours.

|                                                                                   |                                                                      |                                                                                                                 |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|  | <b>City of St. Helena</b><br><b>Council Policy</b><br>Administration | Policy<br><b>Outdoor Display of Governmental and<br/>Non-Governmental Flags on City Property</b><br>Page 2 of 2 |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|

#### **IV. Policy – Display of Non-Governmental Flags on City Property**

1. The Mayor and/or a member of the City Council may submit a request to the City Manager in writing to display a Non-Governmental Flag on a Ceremonial Flagpole in conjunction with official actions, ceremonial items, or proclamations of the City Council. The request shall specify:
  - a. the type of flag to be displayed
  - b. how display of the flag would relate to a prior or proposed official action, ceremonial item, or proclamation of the City Council, and
  - c. the proposed time and manner of display.
2. Following consideration of a request, if the Council approves the request, either by minute order or in conjunction with adoption of some other official action, ceremonial item, or proclamation, the City shall display the requested Non-Governmental Flag on a Ceremonial Flagpole at the time, place, and manner so directed by the Council. If the Council does not approve a request, it shall be deemed to have been denied and shall not be reconsidered for a period of six (6) months.
3. When a Ceremonial Flagpole is not displaying a Non-Governmental Flag, the City Flag may be flown upon the order of the City Manager, in his or her discretion.
4. The Ceremonial Flag Pole will be located beside the existing governmental designated flag pole outside of City Hall. The Ceremonial Flag Pole will be located on the exterior of the Carnegie Building, 1360 Oak Avenue.

**CITY OF ST. HELENA**

**RESOLUTION No. 2019-**

**Rescinding Resolution 2017-75 and Amending the  
Policy P-CC-0001 Outdoor Display of Governmental and  
Non-Governmental Flags on City Property and  
Authorizing a Ceremonial Flag Recognizing LGBTQ  
Pride Month during the Month of June**

**RECITALS**

- A. On June 13, 2017, the St. Helena City Council established a uniform policy to govern the flying of the National, State, and City flags on City-owned properties at half-staff to pay homage to the deceased and to govern the display of non-governmental flags on specified City-owned flagpoles; and
- B. The City Council desires to amend the current policy establishing a more prominent place to display non-governmental flags; and
- C. The more prominent location will be a flag pole installed beside the existing governmental designated flag pole outside of St. Helena City Hall; and
- D. A request has been made for the LGBTQ Pride Month flag to be flown the first half of the month of June and the Transgender flag will be flown the second half of June in recognition of LGBTQ Pride Month.

**RESOLUTION**

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

- 1. Approves City Council Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property as outlined in the attached Exhibit A; and
- 2. Rescinds Resolution 2017-75; and
- 3. Authorizes a ceremonial flag recognizing LGBTQ Pride Month during the month of June; and
- 4. If any action, subsection, clause or phrase of this Resolution or the policies in Exhibit A shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or of the policy adopted by this Resolution that can be given effect without the invalid provisions; and



5. The City Council finds that the project is exempt from the requirements of CEQA pursuant to section 15303 in that it qualifies for a Class 3 Categorical Exemption.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |
| Councilmember Koberstein: | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzaferopoulos, City Clerk



Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Old Business**

**Subject:** Consideration and proposed Approval of a Resolution (1) Awarding a Contract to Noll & Tam Architects in an amount of \$255,570 plus 10% Contingencies for Phase 1 Architectural Feasibility/Visioning Study of the Library, City Hall, and a Conceptual Recreation Facilities and (2) Authorizing a budget increase of \$248,517 to account #101-4000-2130 and use of General Fund Unrestricted Reserves of the same and a budget increase of \$32,610 to account #713-4000-2130

**CEQA** Not a CEQA project  
**Determination:**

**Prepared By:** Mark T. Prestwich, City Manager

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

**BACKGROUND**

In late 2017, the St. Helena City Council convened an 11-member citizen St. Helena Assets Planning Engagement (SHAPE) Committee to analyze the City's built facilities and assist with prioritizing capital improvements and identifying opportunities. The Committee met approximately 20 times between November 2017 and May 2018, issuing a Final Report on May 26, 2018. On September 17, 2018, the City Council provided direction to move forward with:

- Feasibility planning for a new blended-use City Hall facility on the existing City Hall site;
- Space planning and facility visioning for its Library, including possible design modifications; and
- Preliminary planning for a conceptual new Recreation Facility in Crane Park

Following the City Council's September 17, 2018 Special Meeting, staff initiated efforts to develop a scope of work to solicit feasibility planning services for a rebuilt City Hall, a

re-imagined Library, and conceptual new Recreation facility. A single Request for Proposal (RFP) was utilized to coordinate and manage the various planning initiatives associated with each facility. After Council approval of the Scope of Work and release of the RFP, the City received proposals from seven firms. Six firms were invited to interviews, and five participated. Following initial interviews, a review committee consisting of Council Members Chouteau and Koberstein, the City Manager, Library Director, Recreation Director, and library and parks and recreation stakeholders narrowed the prospective firms to two. Following site visits of libraries/facilities planned by each architectural firm, the review committee unanimously recommended the City select Noll & Tam Architects for Phase 1 assessment and visioning.

### **DISCUSSION**

The proposed Phase 1 scope of work includes the following tasks:

**1.Needs Assessment** for the library, city hall, and recreational facilities based on interviews with city staff, community input, and design team's expertise with these building types. Extensive data collection or statistically reliable surveys are not included in this scope.

**2. Site analysis** at the macro level of the entire town, and also at specifically identified civic sites that include the Adams Street property, City Hall site, Lyman Park site, and the Crane Park site as identified in the SHAPE report. Site analysis will also include mapping of existing cultural and social nodes, constraints, underutilized areas, traffic patterns, development zones, etc., that influence the town's viability and vitality. Analysis will be based on city staff and community input and the design team's observations.

**3.Space programming:** Preparation of proposed space program options for the library, city hall, and recreation facilities. Options will be first developed from the SHAPE report recommendations and the needs assessment task as described above. Space program options may include combined or shared facilities between the three facility types that develop out of community and task force input and current trends appropriate to St. Helena.

**4.Site Test fits:** Specific sites will be test fit for the space programs as determined in task 3 above. Test fits will be diagrams showing relationship of building footprint to public outdoor space design, parking, circulation, and required setbacks. These site masterplan diagram options will be narrowed to two to three options for further development.

**5. Conceptual Site Plan/Floor Plans:** Two to three site master plan options that each include a library, city hall, and community recreation facility component will be developed into more detailed but still conceptual site and floor plans illustrating options for the space program(s) as defined in task 3 above. Design team will facilitate a process that assists the task force and City staff to prioritize which facility should be implemented first, with a phasing strategy for all three facilities.

**6. Massing and 3D architectural character sketches:** Conceptual massing sketches will be developed for up to three selected masterplan options from Task 5 above. Two to three Architectural character sketches will be developed for the selected priority concept building option that will be developed in Phase 2.

**7. Conceptual Construction Cost Estimates:** Up to three concept construction cost estimates for the selected masterplan concept options above, estimates will be largely base on square foot unit cost appropriate to the building type, quality of construction, regional market conditions, and will include appropriate contingencies.

**8. Community Process:**

- a. Individual interviews with each council member - one or two at a time
- b. Interviews with key city staff representing the library, city hall, and recreation facilities
- c. Two-day storefront community “drop-in” with invited speed interviews of individual citizens
- d. Afternoon of Guest Speakers during the two-day storefront, or other mutually agreed upon date
- e. Open community meeting/workshop to get input on setting priorities and to narrow down to one to two concept design options.

It is estimated that Phase 1 will take approximately five to six months to complete.

**FISCAL IMPACT**

The fiscal impact will be \$32,610 to the Civic Impact Fee Fund and \$248,517 to the General Fund. The City's General Fund reserves can accommodate the contract and remain above the City Council's prescribed 30% level.

**RECOMMENDED ACTION**

Adopt Resolution (1) authorizing the City Manager to execute a contract with Noll & Tam Architects in an amount of \$255,570 plus 10% contingencies for Phase 1 Architectural Feasibility/Visioning Study of the Library, City Hall and a Conceptual Recreation Facilities and (2) authorizing a budget increase of \$248,517 to account #101-4000-2130 and use of General Fund Unrestricted Reserves of the same and a budget increase of \$32,610 to #713-4000-2130.

**ATTACHMENTS**

[Attachment 1 - RFP with Addendum 1](#)

[Attachment 2 - Noll Tam Proposal St Helena Visioning Study](#)

[Attachment 3 - Noll & Tam PSA Phase 1](#)

[Attachment 4 - Noll & Tam Resolution](#)



CITY OF ST. HELENA  
ADMINISTRATION DEPARTMENT

REQUEST FOR PROPOSALS

## **ARCHITECTURAL FEASIBILITY PLANNING/VISIONING FOR LIBRARY, CITY HALL, AND RECREATION FACILITIES**

### **ADDENDUM 1**

DATE ISSUED: Friday, February 22, 2019

CONTACT: Mark Prestwich  
[mprestwich@cityofstheleena.org](mailto:mprestwich@cityofstheleena.org)  
(707) 968-2744

- **“Exhibit 1” Request for Proposals with track change edits. Specifically extended due date and Section VI. Proposal Submission Requirements and Format.**
- **“Exhibit 2” for clarifying answers to questions.**

Exhibit 1

# CITY OF ST. HELENA

## REQUEST FOR PROPOSALS



### ARCHITECTURAL FEASIBILITY PLANNING/VISIONING FOR LIBRARY, CITY HALL, AND RECREATION FACILITIES



DATE ISSUED: Wednesday, February 6, 2019

DATE DUE: ~~Friday, March 1~~ Friday, March 15, 2019, 4PM

CONTACT: Mark Prestwich

[mprestwich@cityofstheleena.org](mailto:mprestwich@cityofstheleena.org)

(707) 968-2744

CITY OF ST. HELENA | CITY MANAGER

1480 MAIN STREET | ST. HELENA, CA 94574 | [CITYOFTHELENA.ORG](http://CITYOFTHELENA.ORG)





CITY OF ST. HELENA

CITY MANAGER

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

**ARCHITECTURAL FEASIBILITY PLANNING/VISIONING OF LIBRARY,  
CITY HALL, AND RECREATION FACILITIES**

DATE ISSUED: Wednesday, February 6, 2019

DATE DUE: Friday, ~~March 1~~ March 15, 2019, 4PM

CONTACT: Mark Prestwich, City Manager  
mprestwich@cityofstheleena.org  
(707) 968-2744

ALL RESPONSES MUST BE MAILED OR HAND-DELIVERED TO:

CITY OF ST. HELENA

OFFICE OF THE CITY CLERK

ATTENTION: CINDY TZAFPOPOULOS

1480 MAIN STREET

ST. HELENA, CA 94574

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EXHIBITS

- A. SAMPLE CITY OF ST. HELENA PROFESSIONAL SERVICES CONTRACT



## I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco.

The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2018 is 6,118 (CA Department of Finance). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$14.3 million.

## II. GENERAL INFORMATION

The City of St. Helena is seeking a visionary and qualified architectural and/or consulting firm(s) to provide planning, design, and community engagement services for the desired services outlined below.

In late 2017, the St. Helena City Council convened an 11-member citizens St. Helena Assets Planning Engagement (SHAPE) Committee to analyze the City's built facilities and assist with prioritizing capital improvements and identifying opportunities. The Committee met approximately 20 times between November 2017 and May 2018, issuing a Final Report on May 26, 2018. On September 17, 2018, the City Council provided direction to move forward with:

- Space planning and facility visioning for its Library, including possible design modifications; and
- Feasibility planning for a new blended-use City Hall facility on the existing City Hall site;
- Preliminary planning for a new Recreation Facility in Crane Park, or other locations.

The City anticipates there may be synergies with a single firm or consortium proposal that utilizes subject matter expertise from different firms. **However, the City will also consider separate proposals from firms interested in only a portion of the planning projects.**

The results from this phase of the initial project – facilities feasibility planning/visioning (Phase I) will position the City to determine a course of action for each facility moving forward. Additional phases of work will include developing and implementing funding plans, beginning design documentation (Phase II), and planning construction (Phase III). The method of funding for the conceived projects has not been determined.

## III. QUALIFICATIONS

- In-depth knowledge of traditional and modern Library, City Hall, and Recreation services.

- A clear sense of where new functions/technologies are headed and their potential applications in Library, City Hall, and Recreation operations, research, statistical analysis, and experience integrating findings in planning documents.
- Demonstrated professional experience and knowledge of Library, City Hall, and Recreation design/operations and space planning/functionality.
- Ability to make project presentations, provide public engagement activities, and work with diverse groups of people representing varied points of view.

#### IV. SCOPE OF WORK

The project will be managed by the City Manager's Office with assistance from other City departments. The selected consultant(s) is expected to work closely with City staff, City Council, Library Board of Trustees, Library Friends and Foundation, Parks and Recreation Commission, and the broader community.

In concert with City Manager, it is critical the consultant(s) develop a comprehensive outreach and public engagement strategy to ensure broad demographics of the community participate in the facilities' planning discussion.

##### **Task 1: Assessments/Visioning**

###### Library

- Assessment of current operation, staffing, and use of space taking into consideration population and customer/patron utilization data.
- Assessment of the future use of space, functions, staffing, and resources.
- Consider best practices and forecasted trends in technology, and consider whether and how it is advisable to improve the library's existing physical spaces to best meet the needs of the community, now and into the future.
- Provide the City and stakeholders with independent professional cost/benefit analysis, options, and recommendations regarding current Library's ability to meet desired space/programming requirements.

###### City Hall

- Complete needs assessment for City Hall including assessment of the current/future use of space, functions, staffing and resources.
- In coordination with City's real estate advisor, identify other possible complimentary and financially viable blended uses for a future City Hall facility or facilities.
- Consider best practices, forecasted trends in technology, and security to best meet the needs of the community, now and into the future.

###### Conceptual Recreation Facility

- Complete needs assessment for conceptual Recreation facility including assessment of the current/future use of space, programming, amenities, staffing, and resources.
- Complete site assessment/analysis of Crane Park, or other locations, to identify preferred location/options for a conceptual new recreation center.

- Assessment should consider best practices and forecasted trends in recreation services, technology, and related amenities.

#### All Facilities

- Discuss with City Council order of magnitude budget and funding considerations for each building to guide conceptual design discussions.

## V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than  
**FRIDAY, ~~MARCH 1~~MARCH 15, 2019 AT 4:00 PM**  
 Responses received after this date and time will not be considered.

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

| MILESTONE                                                  | DATE                              | TIME    |
|------------------------------------------------------------|-----------------------------------|---------|
| Release RFP                                                | February 6, 2019                  |         |
| Question submittal deadline                                | February 15, 2019                 | 4:00PM  |
| Questions posted on City website (cityofsthenela.org/rfps) | February 22, 2019                 | 5:00PM  |
| Proposal due date                                          | <del>March 1</del> March 15, 2019 | 4:00PM  |
| Review and scoring of submittals                           | Week of March 4, 2019             | 9:00AM  |
| Interviews w/finalists                                     | March 13, 2019                    | TBD     |
| Award of Agreement                                         | March 26, 2019                    | 6:00 PM |

The schedule may be modified and/or extended if necessary.

## VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Cindy ~~Tzafopoulos~~Tzafopoulos by email at ~~ctzafopoulos@cityofsthenela.org~~ctzafopoulos@cityofsthenela.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information, and could result in disqualification.

#### Format

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Four (4) bound copies of the submittal, one (1) unbound, reproducible copy, and one CD (or other digital medium) containing a PDF copy must be submitted. Each submittal shall

contain no more than 20 double-sided 8½" x 11" pages (not counting dividers, exhibits, and any relevant appendices). Font shall be no less than 10pt. All pages shall be numbered. Drawings provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive at the location shown below by the date and time specified in Section V. Proposers who mail packages should allow ample delivery time to ensure timely arrival.

Submittals shall be placed in a clearly marked envelope, titled Architectural Facilities Feasibility Planning/Visioning and hand-delivered or mailed to:

City of St. Helena  
Office of the City Clerk  
Attention: Cindy Tzafopoulos  
1480 Main Street  
St. Helena, CA 94574

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

#### Content

The content of your proposal should include the following in summary form:

- Part 1: Cover Letter/Executive Summary (5 points)
- Part 2: Project Approach and Work (35 points)
- Part 3: Consultant Identification and Team (30 points)
- Part 4: Related Project Examples and References (20 points)
- Part 5: Hourly Rates (10 points)

#### **PART 1 | COVER LETTER/EXECUTIVE SUMMARY**

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. The mailing address, telephone number, and the name of the main point of contact for the consultant team.
3. A summary of the consultant's experience and qualifications and the significant advantages to selecting the consultant.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

#### **PART 2 | PROJECT APPROACH AND WORK PLAN (35 points)**

Describe the strategy for achieving the goals and deliverables of the project for Phase 1 and anticipated Phase 2 and Phase 3. Include a schedule for completion. Proposals shall separately itemize costs for each of the three facilities for the firms selected under Section VII.

#### **PART 3 | CONSULTANT IDENTIFICATION AND TEAM (30 points)**

Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles, and qualifications for Phase 1 and anticipated Phase 2 and Phase 3. Any

professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

**PART 4 | RELATED PROJECT EXAMPLES AND REFERENCES (20 points)**

Provide recent (within last 10 years) visual examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and e-mail address and telephone number of the client contact.

**PART 5 | HOURLY RATES (10 points)**

Include an hourly rate schedule for all personnel who may participate in current or future projects.

## **VII. SELECTION PROCESS**

The selected consultant will be asked to enter into a Professional Services Agreement with the City of St. Helena and comply with the insurance requirements set forth therein. The City Manager's Office will supervise the project and coordinate the work.

Proposals will first be evaluated using the criteria outlined in Parts 1 through 5 above. The City anticipates up to five (5) consultants will be invited to provide additional information including the following:

1. A cost proposal detailing the cost per task, total cost per staff personnel, a not-to-exceed amount for Phase 1 only, and a lump sum cost, for Phase I only, for each proposed subcontractor included in the proposal.
2. A tour of a project completed in the past five (5) years.

California law requires selection of Architectural and Engineering (A&E) contract services based on demonstrated competence and professional qualifications. Negotiations shall begin with the most qualified consultant. Should negotiations not result in a price the City considers to be fair and reasonable, negotiations shall be formally terminated, and the City shall then undertake negotiations with the second most qualified consultant. If the negotiation with the second most qualified firm is not successful, negotiations shall be formally terminated, and the City shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the City. (California Government Code, Chapter 10, Sections 4525 through 4529.5.)

## **VIII. PROPOSAL TERMS AND CONDITIONS**

### **1. EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

### **2. ADDENDA INTERPRETATIONS**

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

### **3. DESIGNATED CONTACT**

For the purposes of this RFP, the City Clerk is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Cindy Tzaferopoulos, at [ctzaferopoulos@cityofsthenana.org](mailto:ctzaferopoulos@cityofsthenana.org). Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by February 15, 2019 by 4:00PM.

Responses to questions will be posted on the City's website, [cityofsthenana.org/rfps](http://cityofsthenana.org/rfps), and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

### **4. PUBLIC RECORDS**

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

### **5. PROPOSAL COSTS**

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

### **6. RESERVATION OF RIGHTS**

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

### **7. PRODUCT OWNERSHIP**

Any documents resulting from the contract will be the property of the City.

### **8. PROFESSIONAL SERVICES AGREEMENT**

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit A) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

### **9. CAUSES FOR DISQUALIFICATION**

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City), and \_\_\_\_\_(Consultant).

### **RECITALS:**

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

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

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

### **SECTION 1 – BASIC SERVICES**

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

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

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

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

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

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

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

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice

submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

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

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

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

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

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

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).



3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance.

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

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

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

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior

written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

## **SECTION 8 – INDEMNIFICATION**

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

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

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have

first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

#### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

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

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

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

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

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

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City

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relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

#### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

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

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

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

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

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

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

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

### **SECTION 13 – SUSPENSION OF WORK**

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

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

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

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

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

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

recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

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

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

#### **SECTION 16 – RECORDS**

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

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

#### **SECTION 17 – COOPERATION BY CITY**

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

#### **SECTION 18 – NOTICES**

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

To City:                      City Manager  
                                      1480 Main Street  
                                      St. Helena, California 94574

To Consultant:



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

**SECTION 19 – TERMINATION**

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

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

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

**SECTION 20 – ATTORNEYS' FEES**

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

**SECTION 21 – ENTIRE AGREEMENT**

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

**SECTION 22 – SUCCESSORS AND ASSIGNS**

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

**SECTION 23 – CONTINUITY OF PERSONNEL**

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

**SECTION 24 – DEFAULT**

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

#### **SECTION 25 – WAIVER**

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

#### **SECTION 26 – LAW TO GOVERN; VENUE**

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

#### **SECTION 27 – SEVERABILITY**

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

#### **SECTION 28 – SPECIAL PROVISIONS**

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

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

Consultant:

City:

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

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

Name: \_\_\_\_\_

Name: Mark T. Prestwich

Title: \_\_\_\_\_

Title: City Manager

Approved as to Form:

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

Name: Thomas B. Brown

Title: City Attorney



**Exhibit A**  
**“Scope of Services”**

**Exhibit B**  
**“Compensation”**

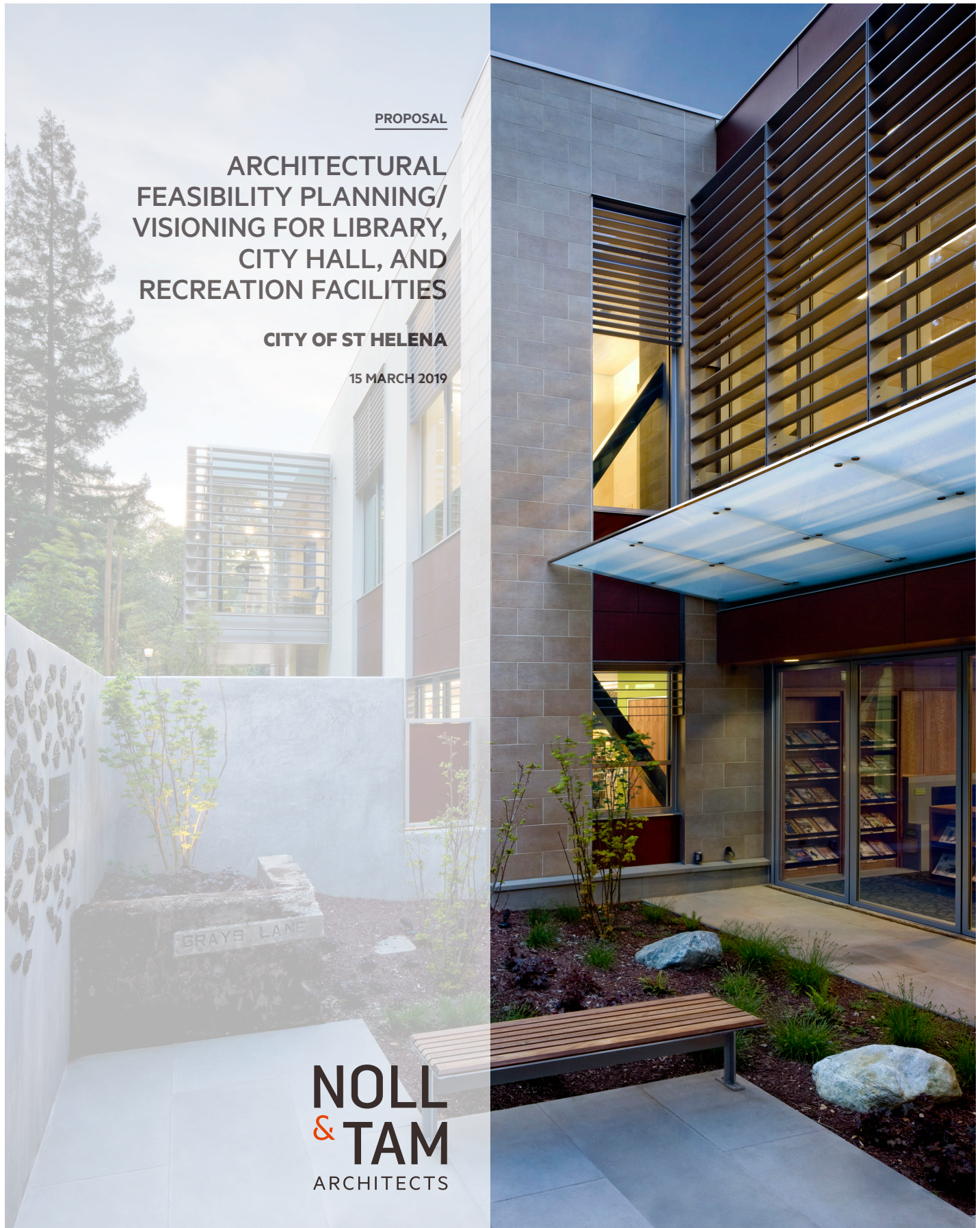
## Exhibit 2

### Architectural Feasibility Planning and Visioning for the St. Helena Library, City Hall and Recreational Facilities | QUESTIONS/ANSWERS

| Name                                          | Date      | Question                                                                                                                                                                                                                                                                                                                   | Answer                                                                                                                                                                                                                |
|-----------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aaron Cohen Associates<br>(Alex Cohen)        | 2/12/2019 | 1. Is the City looking for a contractor for all the projects? We work with these types of contractors and large architectural firms (ex. Haskell Boynton Beach Public Library / City Center Project & Tavares Public Library and Performing Arts Center). We focus on the library's needs and support the overall project. | The City is not seeking a contractor at this time.                                                                                                                                                                    |
|                                               |           | 2. What is your recommendation? Can you share our names with any contractors/parties that may be interested?                                                                                                                                                                                                               | No                                                                                                                                                                                                                    |
| Siegel & Strain Architects<br>(Susi Marzuola) | 2/15/2019 | 1. Are there Meeting Minutes from Sept 17, 2019 special Council Meeting that can be provided?                                                                                                                                                                                                                              | Yes, please refer to the link below.<br><a href="https://sthelena.civicweb.net/Portal/MeetingInformation.aspx?Org=Cal&amp;Id=367">https://sthelena.civicweb.net/Portal/MeetingInformation.aspx?Org=Cal&amp;Id=367</a> |
|                                               |           | 2. Is there a budget range in mind for this initial phase of work?                                                                                                                                                                                                                                                         | No                                                                                                                                                                                                                    |
|                                               |           | 3. What is the goal of this first phase of work? (In other words, what do you hope to get out of this initial effort in terms of deliverables.)                                                                                                                                                                            | Refer to the RFP                                                                                                                                                                                                      |
|                                               |           | 4. How does the City imagine SHAPE being involved in the project moving forward?                                                                                                                                                                                                                                           | The SHAPE Committee has concluded their work.                                                                                                                                                                         |
|                                               |           | 5. Has the Library conducted any kind of community surveys or forums in the last three years, separate from the SHAPE initiative? If so, please provide reports on these efforts.                                                                                                                                          | No                                                                                                                                                                                                                    |
|                                               |           | 6. Does the Library have a Strategic Plan separate from the City? If so, please provide.                                                                                                                                                                                                                                   | No                                                                                                                                                                                                                    |
|                                               |           | 7. How will Council Members be involved throughout this initial process?                                                                                                                                                                                                                                                   | Two City Council liasons will participate in the interviews and will also liason throughout the project.                                                                                                              |
|                                               |           | 8. Please confirm that the City is not requesting a fee proposal with this initial qualifications submittal (as indicated on page 6 Part 2). Short listed firms will be asked to prepare fee proposals (as indicated on page 7 Section VII).                                                                               | Yes                                                                                                                                                                                                                   |
|                                               |           | 9. Please confirm that the 20 page limit is number of individual sheets, 40 sides. Do 11x17's (printed front and back) count as 2 pages? Please confirm what exactly is included in that 20 pages. For example, can all team qualifications such as firm descriptions and resumes be included in appendix?                 | Yes, 11x17's printed out front and back do count as two pages. Please refer to the RFP Section 6, pages 5 and 6.                                                                                                      |
|                                               |           | 10. Who is the selection committee for the consultant team?                                                                                                                                                                                                                                                                | The selection committee will be compiled of City Staff, two City Council Members, and Library and Recreation stakeholders.                                                                                            |
|                                               |           | 11. Please confirm that the proposal is for a programming (use and activities) needs assessment as opposed to building assessment or an evaluation of existing physical conditions.                                                                                                                                        | Yes the proposal is for a programming (use and activities) needs assessment. The City has already completed a condition assessment of both City Hall and the Library.                                                 |
|                                               |           | 12. Is there a parking issue at any of the sites that may necessitate the inclusion of a parking or transportation consultant on the team?                                                                                                                                                                                 | At this time, there are no parking issues at any of the sites.                                                                                                                                                        |
|                                               |           | 13. If selected for this visioning phase, is the design team able to compete for future phases of the projects?                                                                                                                                                                                                            | Yes                                                                                                                                                                                                                   |

|                                                    |           |                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FIELD PAOLI ARCHITECTS<br>(Steven Lovell & Sarah ) | 2/14/2019 | 1. Is the Napa Valley Wine collection and its Association to be included in the study?                                                                                                                                                                                                                                                | No, everything in the Library will be included in this study. The goal is to look at the Library's future and imagine what services, programs, and amenities will be included in future use.                                                                                                                                                                         |
|                                                    |           | 2. Will public input sessions be required? If so, how many and will we need to moderate them?                                                                                                                                                                                                                                         | We anticipate stakeholder outreach and request that each company presents the City with their recommended approach.                                                                                                                                                                                                                                                  |
|                                                    |           | 3. Will there be library board presentations? Council? If so, how many each?                                                                                                                                                                                                                                                          | Yes, we anticipate at least one City Council presentation.                                                                                                                                                                                                                                                                                                           |
|                                                    |           | 4. Will all members of the Shape Committee be involved in the presentations?                                                                                                                                                                                                                                                          | No, the SHAPE Committee concluded their work in July 2018.                                                                                                                                                                                                                                                                                                           |
|                                                    |           | 5. Can you clarify what you mean by a "blended-use" City Hall facility.                                                                                                                                                                                                                                                               | Potential non-civic tenants.                                                                                                                                                                                                                                                                                                                                         |
|                                                    |           | 6. Is the re-design of Lyman park part of the city hall study?                                                                                                                                                                                                                                                                        | No, we anticipate that the City will integrate park improvements with design of building on City Hall parcels.                                                                                                                                                                                                                                                       |
|                                                    |           | 7. Do you expect the site to accommodate the new parking needs for staff and visitors or is an off-site parking strategy being considered? Are we to us city standards for parking lot counts?                                                                                                                                        | Parking is beyond the scope of work at this time.                                                                                                                                                                                                                                                                                                                    |
|                                                    |           | 8. You call for the Recreation Center study at Crane park and other locations. How many sites will need to be considered?                                                                                                                                                                                                             | Up to 3 sites will be considered.                                                                                                                                                                                                                                                                                                                                    |
|                                                    |           | 9. The SHAPE Committee identified many options for the City Hall site(s). Will all the studies for the city hall be located on its current site only?                                                                                                                                                                                 | The focus of this work is not to study the location of City Hall, but to focus on its feasibility planning on the existing site.                                                                                                                                                                                                                                     |
|                                                    |           | 10. Is there a schedule and target date to complete the study?                                                                                                                                                                                                                                                                        | We anticipate this phase taking 4-6 months to complete.                                                                                                                                                                                                                                                                                                              |
|                                                    |           | 11. Many budgets are discussed in the SHAPE report for both the library and City Hall projects. Is there a set budget for each facility?                                                                                                                                                                                              | No                                                                                                                                                                                                                                                                                                                                                                   |
|                                                    |           | 12. Is the library scope limited to the EMG repairs and space planning for possible re-design? How extensive a budget do you see spending on the library facility? Is the work limited to work inside the footprint of the building?                                                                                                  | The Library scope is not limited to the EMG repairs and space planning for possible re-design. The focus is to imagine what and how the Library should be designed to meet the needs of the future. The work is not limited to inside the footprint of the building; we anticipate opportunities for the building to integrate better with the exterior environment. |
|                                                    |           | 13. Are we to follow the scope of work in Package A1 for the library work?                                                                                                                                                                                                                                                            | The scope does not relate to any specific package in the SHAPE Committee report.                                                                                                                                                                                                                                                                                     |
|                                                    |           | 14. Is your plan to move the police off-site from the city hall building?                                                                                                                                                                                                                                                             | Yes                                                                                                                                                                                                                                                                                                                                                                  |
|                                                    |           | 15. Is the temporary city hall location in the CDF Office building part of the scope?                                                                                                                                                                                                                                                 | No                                                                                                                                                                                                                                                                                                                                                                   |
|                                                    |           | 16. The RFP refers to future phases of work, Phase 2 and 3. Are future phases of work included for the selected team or will each team need to compete for that work?                                                                                                                                                                 | Please see Addendum 1, as we envision the selected team will work on all phases of the project.                                                                                                                                                                                                                                                                      |
|                                                    |           | 17. The amount of time allocated after these questions are answered publicly to complete the submittal is only one week's time. Will the proposal due date of March 1 be extended to accommodate this short amount of time?                                                                                                           | Yes, the deadline will be extended to March 15, 2019.                                                                                                                                                                                                                                                                                                                |
| Fernau + Hartman Architects                        | 2/14/2019 | 1. Is a fee proposal required in this round? Under Part 2, the RFQ states, "Proposals shall separately itemize costs for each of the three facilities." However, under Selection Process, the RFQ states that in the next selection round, five consultants will be selected to provide additional details, including a fee proposal. | No, please see the Addendum.                                                                                                                                                                                                                                                                                                                                         |

|                                          |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                             |
|------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          |           | 2. Is the Final Report mentioned in the RFQ available to us at this point in the selection process?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes, please refer to the link below and note that the report is the last item listed under "Supporting Documents" at the bottom of the page.<br><a href="http://www.cityofsthelena.org/bc-shape">http://www.cityofsthelena.org/bc-shape</a> |
| LPA (John Courtney and Christina Cuadra) | 2/15/2019 | 1. The RFP requests hourly rates in part 5 of the content requirements (found on pages 6 and 7). In section VII, the second paragraph (page 7) provides criteria for detailed costs for fees that will be additional information requested of the approximately 5 firms shortlisted. Do you want the submittals due on March 1st to include fee quote summaries for each of the three facilities, or are you just evaluating the hourly rates schedules as part of the first round submittal? If you are asking for summarized fee quotes, would you want them to be included in a separate, sealed envelope, as is often customary for public projects where competence and professional qualifications are the primary criteria for selection? | We will be evaluating the hourly rates as part of the first round submittal. Up to 5 firms will be asked to submit summarized fee quotes based on their hourly rates.                                                                       |
| Noll and Tam Architects                  | 2/15/2019 | 1. Will a firm that is selected for this masterplan contract be precluded from any future architectural work that comes out of the master plan? If not, would the City be willing to include a clause in the contract indicating that the City will consider extending the masterplan contract to subsequent design phases, if it so chooses?                                                                                                                                                                                                                                                                                                                                                                                                    | No. Please note the RFP will be updated to include clarifying language in this Addendum.                                                                                                                                                    |
|                                          |           | 2. What is the funding source for these projects?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | The work contemplated by the RFP will be funded by the General Fund.                                                                                                                                                                        |
|                                          |           | 3. What is the budget for this initial effort?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | The City is not identifying a figure for this work at this time.                                                                                                                                                                            |
|                                          |           | 4. Do you have budgets for each of the potential projects?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | The design of the potential projects will influence their budgets.                                                                                                                                                                          |
|                                          |           | 5. In the RFP, page 6, Part 2 indicates that proposal should include, "itemized costs for each of the three facilities," however page 7, under "Selection Process" indicates that a fee will only be required from the short-listed subconsultants. Please clarify.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The City's Addendum will clarify.                                                                                                                                                                                                           |
|                                          |           | 6. In the RFP, page 6, Part 2 requests a schedule. Does the City have an anticipated completion date for this work?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | No.                                                                                                                                                                                                                                         |
|                                          |           | 7. What level of public community participation does the City anticipate?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | The City is seeking consultant recommendations for a comprehensive outreach and public engagement strategy.                                                                                                                                 |





15 March 2019

Mark Prestwich  
City Manager  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574



## Dear Mr. Prestwich and Selection Committee Members:

Noll & Tam Architects is enthusiastic about the opportunity to partner with the City of St. Helena to provide feasibility planning and visioning for your library, city hall, and recreation facilities. Over the last 26 years, we have enjoyed collaborating with many Bay Area municipalities on the design of public buildings, including libraries, civic offices, community centers, and recreation centers for all ages. One of the most rewarding aspects of our work is learning what is unique about each of the particular communities we work with and translating that into a design that is appropriate to its context and place – the right project for St. Helena will be different than what was right for Los Gatos or Albany. We look forward to exploring this process of collaborative design with you.

Noll & Tam Architects has worked with more than 30 public agencies throughout Northern California on facilities that serve community, recreational, and other civic needs. Our experience is primarily in the public sphere and ranges from small renovations to large new buildings. From our prior work with clients such as the City of Berkeley, the City of Los Altos, and the County of Alameda, we have directly relevant experience in facilitating a collaborative design process that assists our clients in setting priorities, making difficult decisions, and meeting challenging budgets.

I will be the Principal in Charge for this project, bringing more than 25 years of experience working with diverse communities in the Bay Area to develop multi-use, flexible community facilities. I am joined by Tom Beil as Project Manager and Trina Goodwin as Interiors Architect/Library Space Planner. Tom is a licensed architect with more than 20 years of experience in institutional building design who recently joined Noll & Tam as a Senior Project Manager. Trina brings the perspective of an architect and interior designer, with a specialty in library design.

Our qualifications for this contract can be summarized as follows:

- Expertise in the planning, programming, and design of community and civic buildings for municipalities;
- Experience facilitating a participatory community design process;
- Proven track record of adherence to schedule, constructability, and cost control;
- Experience establishing budget and assisting in fundraising strategies;
- A design team who will work collaboratively and responsively with the City of St. Helena;
- Team experience with cost-effective, creative design solutions, including sustainable building design.

Noll & Tam values the strong client relationships we have established over the years. We pride ourselves on the quality of our design, our ability to bring consensus to community process, and our attention to cost control, schedule, and project delivery. We acknowledge receipt of Addendum 1. We will give the City of St. Helena all the enthusiasm, energy and conscientious effort for which we are known and look forward to the next steps in this process.

Sincerely,

A handwritten signature in black ink that reads "Janet Tam". The signature is fluid and cursive, with the first and last names clearly legible.

Janet Tam, FAIA, LEED AP BD+C  
Principal in Charge

729 Heinz Avenue #7 | Berkeley CA 94710 | 510-542-2212 | janet.tam@nollandtam.com



## PROJECT APPROACH AND WORK PLAN

### PROJECT UNDERSTANDING

The City of St. Helena is taking the next important step implement of new vision for its key civic institutions. The work of this project in front of us will build upon the SHAPE Committee's report, completed May 2018, and the community input gathered to date. The decisions that grow out of the architectural feasibility planning/ visioning work will have far-reaching effects on the quality of life for St. Helena residents now and into the future. Here at Noll & Tam Architects, we are excited about acting as a strategic partners with St. Helena in this endeavor. In our work, we engage in a collaborative effort with communities and diverse stakeholder groups to develop and implement a common purpose and collective vision.

As presented in a report to City Council in September 2018, we understand this project to be step 2 of a four-step process that started with the foundational public

engagement and SHAPE committee process, and will culminate in construction projects at step 4. Sounds straightforward enough! But arriving at community consensus and creating a framework and process for decision making that considers the correct balance of criteria – a spectrum ranging from real estate appraisal data to heartfelt concerns of your citizens – will be the challenge yet also the key to a successful sustaining outcome.

St. Helena has a crossroads in its future. As the Napa Valley region thrives as an international destination, each of its towns face local economic viability questions, and modern impacts to their historically small-town character. One of the key questions, as summarized by Joshua Parke in the SHARP Report, is how to “maintain St. Helena’s small-town distinction into future generations.” This is no minor task – your City is attempting to balance the double-edged sword of tourism and upsurge in housing affordability, while maintaining a stable and unique community.

In this environment in flux, St. Helena is left with questions. How can tourism be leveraged to benefit the community and how can both old and new residents be reassured that the quality of life in St. Helena will continue to be vibrant? How can the City diversify its economy and broaden its own sense of identity? How can the cultural diversity of the community be enriched and celebrated?

The City has identified the library, the City Hall, and the recreation center as key catalysts and priorities for strengthening the community fabric of St. Helena and potential drivers of the future development of the City. It is admirable that the City understands the importance of assessing all of their community assets, along with the Adams Street property and Lyman Park, as a whole, interconnected system rather than in silos. The City’s system of civic infrastructure is not only a physical real estate asset, but also core to St. Helena’s social, cultural, financial, and natural capital.



ST. HELENA VISIONING STUDY 03



## PHASE I

Our overall project approach for Phase I of this project would be to first synthesize all of the good work completed to date, and then design a process that will be a balance of “hard skills” and “soft skills” – furthering the concrete physical and needs assessment of your priority facilities (library, city hall and rec center) with the continued building of community consensus through community engagement. Our starting place for all community projects is to:

- Understand the City’s stated vision and mission statements;
- Develop and hone the underlying guiding principles derived from the community that will be a touchstone for the design process; and
- Define what is unique and special about the people and place of

St. Helena, considering human, financial, social, cultural, and natural aspects (the five types of sustainable capital).

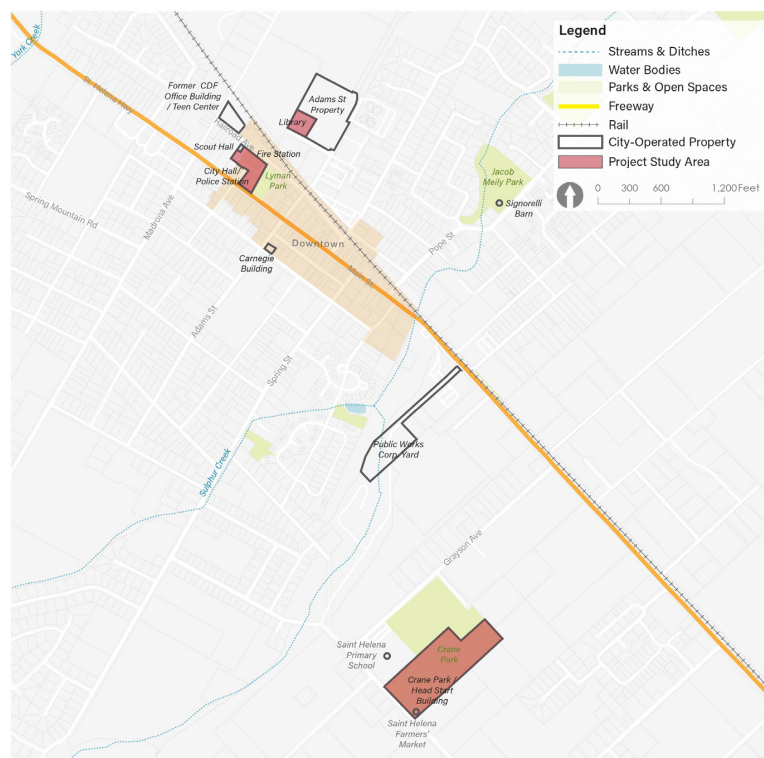
The core values of St. Helena will form the foundation of the decision-making criteria for the project. It can instruct us as to how the priority civic infrastructure should be improved, reconceived, and (re)located so that the facilities will support the evolution of St. Helena and its citizens. How can we envision the proposed projects to “ensure efficient use and functionality of facilities”? And at the same time “preserve the soul of St. Helena”? How can our civic institutions also support a “thriving unique business community”?

A clear statement of your guiding principles and community values will ensure that the City’s best interests are upheld as we move forward and develop concrete, viable projects.

## PHASE I: WORKPLAN

In Task 1 of the Assessment/Visioning scope, we would include the following in our workplan:

1. Kick-off meeting with City Manager and appropriate City staff to review project goals & objectives, schedule, work completed to date, City decision making process, community engagement process.
2. Review the EMG report and other existing documentation, visit existing buildings and sites. Determine if there are any gaps in the information regarding existing sites and facilities for this phase. Review zoning and obtain any relevant site information, including surveys of potential sites for the priority facilities.
3. Meet with the City’s economic consultant to get an overview of financial considerations, specific asset strategies previously discussed etc.
4. Meet and interview City staff from library, City Hall, Park and Rec, to understand program requirements, needs, deficiencies, projected growth, and other relevant information.
5. Prepare site analysis for each potential site including site orientation, zoning, traffic, access, adjacent uses, amenities, and context.
6. Prepare an initial needs assessment summary for each facility type from which a space program(s) can be generated for test fits at specific sites.
7. Prepare and review with City space program options, from basic to optimum needs. Establish staffing projections for each facility in collaboration with City staff. Space program options will be a list of proposed assignable spaces with support spaces.



ST. HELENA SITE CONTEXT



CITY OF BERKELEY OFFICE TENANT IMPROVEMENTS

**PHASE I: APPROACH****SOFT SKILLS: CONTINUED****COMMUNITY ENGAGEMENT**

The community of St. Helena has become reenergized with the robust community workshops, focus groups, and SHAPE committee process from November 2017 through May 2018, and have expressed appreciation for being included in the revisioning of St. Helena's future. Although this process has gathered extensive citizen input, keeping the community informed and engaged in the next steps is still of utmost importance to a successful outcome. We have found that facilitating a thoughtful inclusive process of engagement will allow us to arrive at solutions and projects that are supported by a collective sense of ownership and community pride. Without the buy-in of stakeholders, and the feeling that everyone's voice was heard, public projects can easily be derailed and delayed.

Noll & Tam in partnership with WRT, our landscape architects, will engage the community to present our assessments and design concepts in a way that is open ended enough that the community can participate in the design process. We may suggest another workshop or two that focuses on analysis of site options and proposed building concept design layouts to see what resonates most with the public. We will develop a specific community process in collaboration with you that builds upon the strength of the previous one. We might include the following ideas:

- Set up a storefront on Main Street for workshops, community meetings, perhaps accommodating drop in. Could this be at the newly located Chamber of Commerce on Main Street?

8. Provide narratives that discuss relevant trends and best practices for each facility as applied to the City's specific projects. Provide narratives for recommended technology and security for each facility, in particular the City Hall. Provide cost recovery/projected operations cost for a proposed rec center, if requested.
9. Test-fit space program for each facility type at sites as identified in the SHAPE report, and possibly other sites and configurations as might come out of the process. Site plans would illustrate the relationship of library, city hall and rec center, Lyman Park and Adams Street site to each other, in addition to enlarged site plans that would focus on one site (i.e. Lyman Park site and Adams Street site).
10. Prepare 3D massing diagrams to illustrate scale of buildings within the neighborhood of adjacent structures – study of one-story vs. multiple story options.
11. Prepare concept design cost estimates for each package option.
12. Analysis of pros and cons of each site option and integrated package option.
13. Graphic presentation materials as necessary for City Council, Agencies, Commissions, and the public to illustrate the progress of the study and final site and plan diagrams.
14. Optional: Prepare concept architectural 3D sketches to illustrate potential character and presence at selected sites to assist the community in visualization.

- Create a pop-up booth to interact with citizens, invite input, display presentation materials, take a survey;
- Set up a place at the library for ongoing information;
- Identify any stakeholder groups who might have been missed in the first round of engagement and include them in upcoming gatherings;
- Establish another small task force of community representatives for this phase; include two members from the SHAPE committee for continuity but add 4-6 more community members to create a good mix and balance of perspective.

We would be excited to design and facilitate a participatory process that will reveal how your community institutions can best contribute to the ongoing viability and vibrancy of St. Helena.

Through many years of community design experience, Noll & Tam has honed our communication skills and become adept facilitators of decision-making processes. We have established close working relationships with cities, counties, and other public entities over the years. In our process, we will consider ourselves one team with the City staff, working to seek creative solutions and facilitate user group consensus.

#### **HARD SKILLS: CONSORTIUM OF EXPERTS**

We have reviewed the SHAPE committee report options and packages and will approach these with an open mind. Does a modern library for St. Helena mean a renovation in place, or a new building? Can a City Hall be combined with a library? Will a new City Hall at Lyman Park bring local life and activity to Main Street? All are viable options, each with their benefits and drawbacks.

What we will bring to this process is a holistic perspective of what these buildings could and should be, how these facilities together form a system that supports the quality of life in the City, and how one civic function might provide synergy for another.

Noll & Tam has experience in all of these typologies, and we have formed a consortium of experts and resources to address specific operations, technology specialties and forecast trends to supplement our own community facilities expertise. Noll & Tam is known for its deep library design and planning portfolio, as well as our community projects for various cities that range from teen and senior centers to community and rec centers. Our community/civic work extends to include city administrative offices for multiple departments, including public permitting centers, and other public services including fire and police.



LOS GATOS LIBRARY

06 NOLL & TAM ARCHITECTS



### LIBRARY APPROACH

Trina Goodwin, Interiors Architect and Library Space Planner, will take the lead in library assessment of current operations, layout, function, best practice, and future trends in library design. After meeting with key library staff, she will analyze the deficiencies, constraints, and opportunities of the existing building as well as test options for what an optimum new building might look like for comparison. We understand how popular the children's library and playroom are to the community, and how fortunate the City was to receive a generous donation to help fund the existing library 40 years ago, so that the town could retain an independent city library that is still sizeable for the population of St. Helena.

We will prepare multiple concept plan options that test the suggested packages in the SHAPE report as part of the library analysis and our estimator mack<sup>5</sup> will provide associated costs. The EMG building assessment report will be the basis for the physical understanding of the existing library and we will confirm its building, accessibility, and structural code compliance and deficiencies.

If necessary, Penny Hummel, library programmer and former librarian, will be available as a resource should it be necessary to further assess operations, technology, collections, or other needs based on demographics and industry best practices from the perspective of a librarian. Today's libraries are flexible, accommodating programs that range from a traditional story hour to robotics. There are places for collections and technology, and spaces for active learning and quiet reflection. The libraries we have designed are intended to evolve over time as the needs of the communities change.

### CITY HALL APPROACH

Tom Beil, our Senior Project Manager and Architect, will lead the assessment of the City Hall to understand the existing departments, public interface, and other functions currently housed there. He will meet with each City department to better understand how each works now, discuss projected department and staff growth for the future, and create a needs assessment of requirements to establish a range of space program options – from basic to optimum. These space programs would be tested spatially for each of the SHAPE options – from a new building on the existing Main Street site, to being integrated as a shared tenant into the existing library.

We are also engaging the services of Smith, Fause, McDonald, Inc. as technology consultants. One of the drivers in moving the City Hall is the need to look at trends in technology and security to meet the requirements of a modern

facility. Peter McDonald is one of our most trusted subconsultants in understanding the technology and security in public buildings. Some of the examples Peter has seen recently include:

- Extending building wayfinding and room reservation systems to off-site users;
- Queuing systems that integrate, say, a plan check appointment with off-site notification;
- Opportunities for remote presentation and participation even if you can't make it to the building;
- Security systems that incorporate mobile devices to authenticate with smart phones or use camera-based facial recognition instead of requiring an access card.

He will be able to advise our team on best practices for technology that would address the needs of the staff, and he will study how an updated building could blend traditional services with modern technology.



NAPA COUNTY LIBRARY

### **RECREATION CENTER/ CULTURAL CENTER/ COMMUNITY CENTER APPROACH**

Janet Tam, Principal in Charge, will lead the needs assessment and concept design of a proposed Rec Center. Together with Ken Ballard, recreation planning consultant with Ballard King, Janet will meet with Parks & Recreation staff and other relevant user groups to envision what a new facility might be. Is it also a community center? What activities should be accommodated that will anticipate both current and future trends? How will this new facility be integrated with other existing facilities like the Carnegie Building so that uses are not duplicated? Should it also provide cultural functions and community gathering spaces for special events or rentals?

Although we understand that a recreation center may be a project further down the road for St. Helena, Ballard King will be able to identify gaps in service and community resources, and develop recommendations of what services a recreation center/community center should house in the future. Ken can develop custom operational budget estimates for a facility based on local market conditions, the operating agency and the presence of other similar providers. This requires a strong understanding of local cost factors as well as the management and budgeting requirements of the operating agency, and they make sure that the fully burdened costs for operations and maintenance of the facility are included. Revenues will be determined based on the market characteristics of the area, including rates being charged for similar facilities and the demographic realities of the community. From this, detailed line item revenue and use figures are calculated to give a realistic picture of expected

revenues. This is based on a realistic, market-driven fee schedule that is accelerated out to the expected opening date for the facility. All expenses and revenues are tied directly to the designated program and concept plan for the facility as well as individual components to provide an analysis of different options and concept plans.

### **OVERALL SITE AND LANDSCAPE CONCEPTUAL PLANNING**

Our landscape architect WRT will act as our trusted partner in the master planning of this feasibility study in addition to joining us in the community engagement process. The land in Napa Valley carries such weight and importance for everyone who lives, works, and visits here. The historic character of Main Street, the small town feel of the neighborhoods, the expanse of vineyards at the Adams Street site, and the sense of being in a valley that pervades every place here must be well-understood so that any new building or intervention feels right. Noll & Tam and WRT will take a bird's eye view of the entire City to analyze where people are most likely to gather now, and where there is the most potential to create new places of community synergy. Might there be ways to further encourage visitors to stop in St. Helena rather than using Main Street as a pass through on the way to Calistoga? WRT will lead the site analysis study from a master planning perspective and provide concept landscape site plans for each potential site as defined by the SHAPE report.

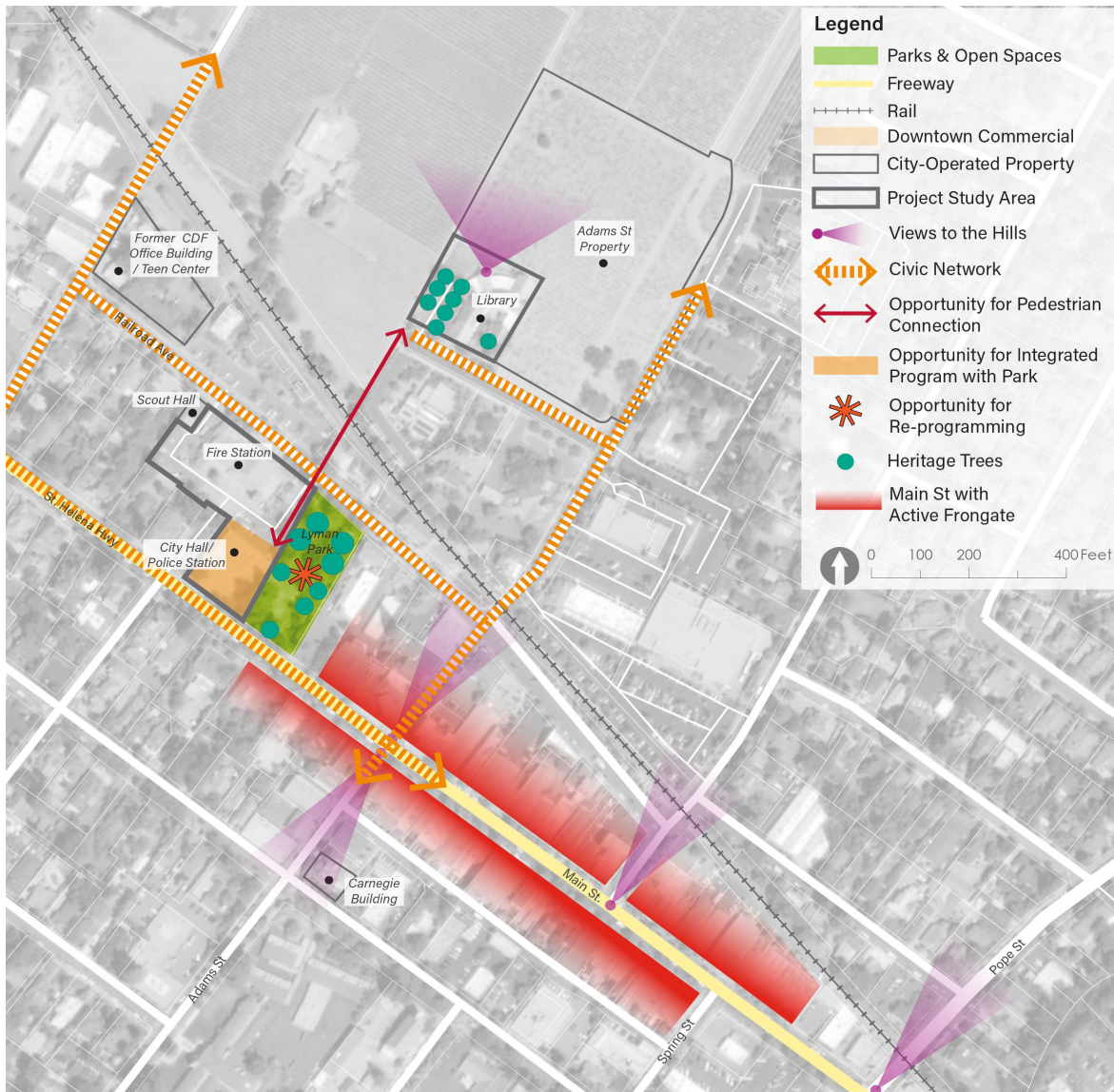
Some of the factors that WRT will include in their rigorous site analysis are:

- Adjacent uses
- Access, Circulation and parking
- Thorough understanding of current and future programs
- View corridors
- Heritage trees
- Site drainage and hydrology
- Social and Cultural context
- Ecological sensitivity
- Utilities
- Relationship with adjacent buildings, particularly ground floor uses
- Sidewalks and pedestrian paths

### **COST ESTIMATING**

We work with our cost estimator to effectively determine the cost range for each design, and create a criteria list that assists the City in evaluating the pros and cons of each option. At the end of this phase, our cost estimator will provide concept construction cost estimates for each option. We can assist the City in preparing overall project costs in addition to hard construction costs, along with recommended design and construction contingencies.

### **08 NOLL & TAM ARCHITECTS**



#### SITE AND COMMUNITY ASSETS

St. Helena has a number of inherent assets that give it a unique identity. WRT's planning and design process will honor these assets and make recommendations to strengthen them further. We will conduct a detailed site and contextual analysis of each of the three sites to identify assets, issues, constraints and opportunities.

Views to the hills, Napa Valley's agricultural heritage, vernacular landscape and bio-diversity, heritage trees on the sites, fine grain development pattern of the community, and vibrancy and historic character of the main street, are all strong features that will influence the planning and design of future facilities as well as the location of different program components.

## PHASE II: DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTATION, PERMITTING

## PHASE III: BIDDING & CONSTRUCTION

Noll & Tam has a proven track record in facilitating precisely this type of project, from early visioning through project completion. Once the preliminary tasks are completed, the design team will develop the approved design through the documentation process in Phase II.

We will confirm the City's priorities and phasing approach, if needed. At this point, we will advise the City of any additional subconsultants or fees for specific tasks that might need to be added in order to implement

the approved design. We will then proceed to shepherd the project through the subsequent design and documentation phases of the project, including agency approval and contractor bidding processes, until completion of construction, acting as a close partner with the City throughout the process.

Ultimately, the work that comes out of Phase I should be a roadmap to move forward. This phase will be marked by well-advertised community engagement meetings

at a variety of times to allow the public and stakeholder groups of all ages the opportunity to provide their input. It will include lively discussion, transparent decision making, and thoughtful planning and design. Our goal will be to develop a holistic approach to the overall planning and visioning of this next phase in St. Helena's community institutions.

Our team is prepared to begin on this project as soon as St. Helena gives us a green light, and we look forward to embarking on this journey with you.

## PROPOSED PROJECT SCHEDULE

### PROJECT START UP 2 WEEKS

#### APRIL 15 - 30, 2019

Kick off meeting - overall project goals/schedule /budget  
Set up Community engagement process  
City staff/user programming interviews  
Site Analysis for existing and potential sites

### FEASIBILITY PLANNING/VISIONING

#### 4-5 ½ MONTHS

#### MAY 1 MONTH

Assessment of current operations + trends  
Needs assessment  
Community Workshop - Needs Assessment/Programming

#### JUNE - MID JULY 1 ½ MONTHS

Prepare Space Program options  
Initial Site option Test Fits and confirm evaluation criteria  
Possible Community focus group meetings

#### MID JULY - AUGUST 1-½ MONTHS

Iteration of test fit options,  
Community meeting to discuss options and priorities  
Narrow number of options for estimating

#### SEPT 1 MONTH

Prepare cost estimates (3 weeks+/-)  
Review cost estimates with City  
Refine concept planning drawings for City review

#### OCT 1 - 15, 2019 ½ MONTH

Finalize presentation materials  
City Council presentation/receive input  
Complete Phase I summary report



## CONSULTANT IDENTIFICATION AND TEAM

Noll & Tam Architects designs distinct spaces that enhance the civic presence of municipal buildings and the educational experience for academic institutions. Christopher Noll and Janet Tam founded the firm in 1992 to establish a talented studio of architects promoting active community involvement and environmentally responsive design. Today, the firm has 44 creative and energetic staff members, including 17 LEED Accredited Professionals.

Architectural projects belong to the building owners and the individuals who will use and shape them over time. With that in mind, Noll & Tam deftly balances the needs of a variety of constituents, developing multiple design alternatives that reflect the desires of the client and the community. To create spaces in which users and visitors flourish, we balance technical requirements, aesthetics, setting and social context, always seeking solutions that touch the environment gently while bringing life to the community.

For 26 years, our acclaimed work in the planning and design of libraries, community recreation facilities, and civic buildings has illustrated our commitment to the people and buildings that make for strong communities. Our clients find their vision realized and expanded by the firm's careful attention to the integration of client objectives, end-user needs, and a creative exploration of the possibilities.

### FIRM INFORMATION

#### Legal Name:

Noll & Tam Architects

#### Address:

729 Heinz Avenue #7  
Berkeley, CA 94710

#### Contact Person:

Janet Tam, FAIA, LEED AP BD+C  
Principal in Charge  
510.542.2212  
janet.tam@nollandtam.com



HALF MOON BAY LIBRARY

## PROJECT TEAM

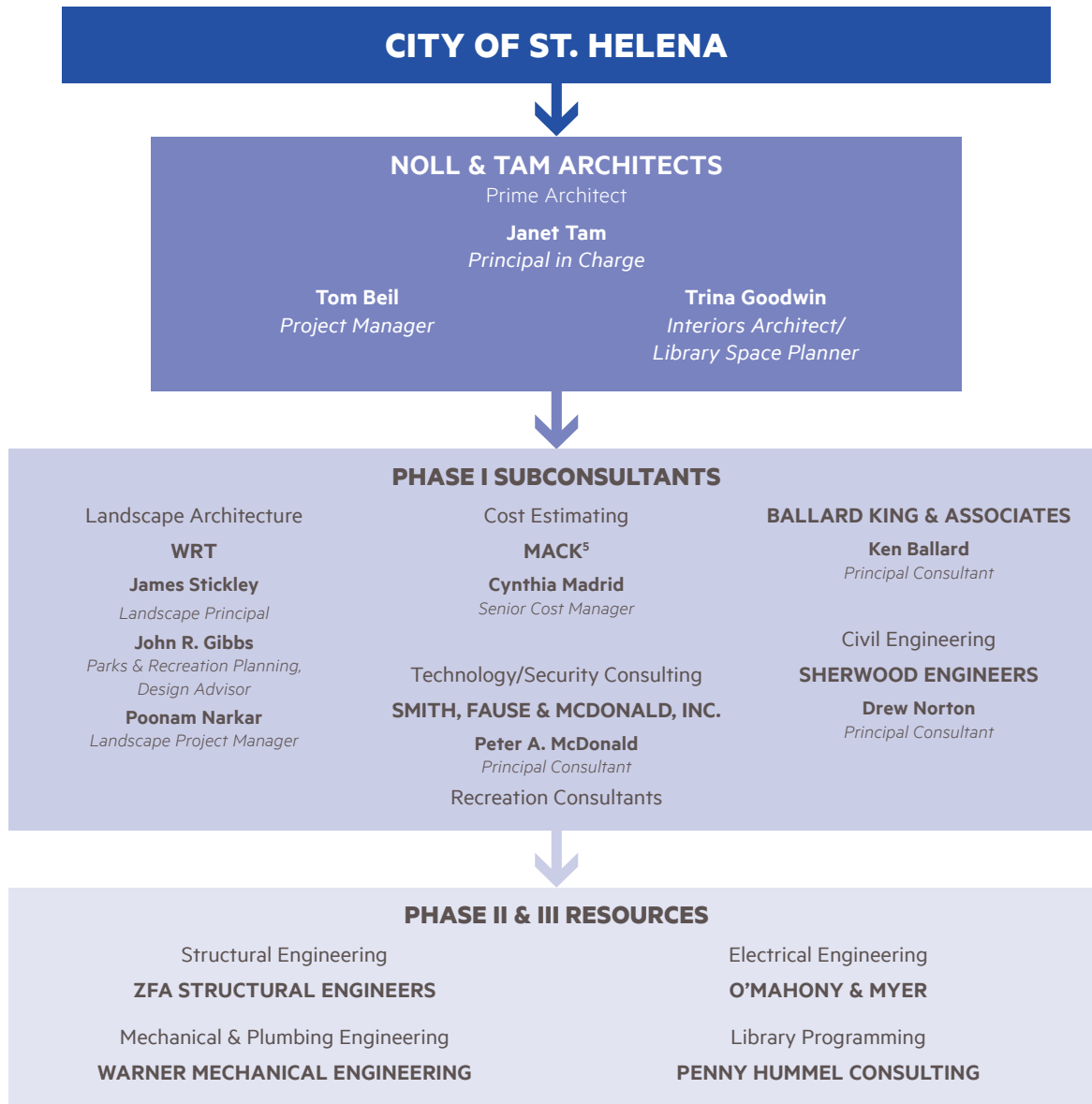
Our team brings together the talents of architects and subconsultants who understand master planning, libraries, civic centers, and rec facilities. Through many years of public works experience, Noll & Tam has honed our skills in communication and decision-making. As Prime Architect, Noll & Tam will provide the overall team direction, overseeing the consultants, leading the planning and design, and managing the documentation of the project. Our team will facilitate the community input process and is prepared

to address local concerns about the impact and direction of these projects. In the following pages, we have listed the key consultants for Phase I of the project. We will work in close collaboration with these firms during the first phase. In the organization chart, we have included subconsultants for Phase II and III. These firms will be resources to the team during Phase I. In the interest of brevity, we have not included their qualifications in this proposal, though we would be happy to provide them upon request.

When the project moves forward, we will discuss with the City the appropriate team for the determined scope and budget of the identified projects.



## PROJECT ORGANIZATIONAL CHART



## SUBCONSULTANT TEAM

### LANDSCAPE ARCHITECTURE – WRT

WRT is a national planning and design practice founded in 1963, based in Philadelphia and San Francisco and comprised of nearly 100 landscape architects, planners, urban designers, and architects. For many projects, WRT follows a design process where ideas are inspired by stakeholders, and their input informs each exploration. Design direction grows equally out of client and community intentions, and technical requirements. This process emphasizes a balanced approach to natural, physical, social, and economic factors to lay the foundation for work which is simultaneously financially feasible and reflective of the community.

#### Relevant Experience:

- Windsor Civic Center Visioning Plan
- Yountville General Plan Update
- Richmond Memorial Civic Center
- Glen Canyon Park Improvement Plan

### COST ESTIMATING – MACK<sup>5</sup>

mack<sup>5</sup> was established by experienced design and construction professionals to provide planning and management for complex construction projects. They specialize in public and nonprofit works, customizing their services for each project's needs. Their purpose is to deliver not only the greatest value for their clients, but also to get the best value out of every dollar spent – be it on planning, design or building.

#### Relevant Experience:

- Alameda County Library Assessment/Master Plan
- South San Francisco Feasibility Study (Fire/Police, Civic Center, Library)
- Napa County Main Branch Library Feasibility Study
- Civic Facilities Strategic Plan (Fire/EOC, Police, City Hall)

### TECHNOLOGY/SECURITY – SMITH, FAUSE & MCDONALD

Established in 1986, Smith, Fause & McDonald, Inc. specializes in design of state of the art telecommunications and IT Technologies, electronic security systems, broadcast and audio visual technologies and engineering acoustics for commercial and public agency facilities. SFMI's extensive technical experience combined with their understanding of public bid process allows them to successfully design and procure high tech systems for projects with tight construction schedules and budgetary restraints while meeting the challenges of public bid process, agency approvals and public bid contractual mandates.

#### Relevant Experience:

- San Francisco City Hall, 2011 Digital Television Conversion
- Los Angeles City Hall Council Chamber
- City of Berkeley Main Public Library and 4 Branches Renovation
- South San Francisco Library Parks and Recreation
- San Bruno Recreation and Aquatics Center

### RECREATION CONSULTANT – BALLARD KING & ASSOCIATES

Ballard\*King & Associates Ltd. (B\*K), was established in 1992 by Ken Ballard and Jeff King in response to the need for market-driven and reality-based planning for parks and recreation agencies. B\*K has achieved over 26 years of success by realizing that each client's needs are specific and unique. B\*K forms a consulting team that provides a variety of pre-and post-design services for clients who are considering the development of a sports, recreation, aquatic, or wellness facility. From pinpointing specifics to broad visions, B\*K provides services to ensure the long-

term success of your project. B\*K has built their reputation on telling clients what they need to hear in order to make sound decisions.

#### Relevant Experience:

- Walnut Creek Parks Planning Project
- Foster City Parks and Recreation Master Plan
- Salinas Parks, Recreation, Open Space and Library Facilities Master Plan
- Millbrae Community Center Operations Study
- South Lake Tahoe Parks, Trails, and Recreation Master Plan

### CIVIL ENGINEERING – SHERWOOD ENGINEERS

Sherwood Design Engineers is a site civil engineering practice committed to the optimal integration of ecology, infrastructure, and design. They specialize in water management strategies, green building design, and urban planning. They document site infrastructure as well as master plan engineering solutions at a campus, neighborhood, and district scale. Important to their engineering practice is their ability to span building and landscape. Sherwood works collaboratively with project teams to find ways to maximize efficiencies through an integrated and ecological approach that results in high performance buildings and landscapes recognized for function as well as aesthetics and user experience.

#### Relevant Experience:

- East Bayshore Children's Center
- Presidio Trust: Stewardship & Sustainability Center
- Boeddeker Park
- Burke School
- Lands' End Lookout Visitor Center



## JANET TAM, FAIA, LEED AP BD+C NOLL & TAM ARCHITECTS

### PRINCIPAL IN CHARGE

Janet specializes in the design of community centers and other buildings for public use. A registered architect with more than 35 years of experience, Janet's background includes the design and study of an extensive range of building types and the coordination of complex public, academic, and institutional projects. She is noted for her ability to analyze complex programs and synthesize all components into aesthetically pleasing architectural design. She has special expertise in collaborative and participatory design and has focused her practice on the importance of inclusive community process, a topic she has presented on at national conferences.



### RELEVANT PROJECT EXPERIENCE

County of Alameda Cherryland Community Center

Los Altos Community Center

Antioch Community Center

Benicia Community Center

South Fremont Wellness Center

City of Albany Public Works Service Center - Design-Build Project

City of Berkeley Offices

Tenant Improvements

County of Alameda Offices

Tenant Improvements

City of Berkeley Council Chambers Remodel (Premier Cru Building)

North Berkeley Senior Center Renovation

City of Oakland Administrative Office Study

Albany Civic Center, Fire & Police Facilities Renovation

John F. Kennedy Park Improvements, Richmond (with The Trust for Public Land)

Fremont Recreation Center Study

Corte Madera Community Center & Town Park Master Plan

San Carlos Parks Master Plan

### CALIFORNIA REGISTRATION

Licensed Architect #C14064

### EDUCATION

Master of Architecture,  
University of California, Berkeley,  
1982

Bachelor of Arts,  
Environmental Design, University of  
California, Berkeley, 1976



COUNTY OF ALAMEDA  
TENANT IMPROVEMENTS



LOS ALTOS  
COMMUNITY CENTER



ANTIOCH COMMUNITY CENTER



**TOM BEIL**  
**NOLL & TAM ARCHITECTS**

**PROJECT MANAGER**

Recently joining Noll & Tam, Tom brings a strong background in architectural design and project management. His career has ranged from working on the Portola Valley Town Center to higher education projects, and he is currently working on the North Berkeley Senior Center. Tom's technical skills are enhanced by his ability to clearly communicate design vision and intention. He is able to bring disparate user groups to consensus and move community projects forward. Tom has completed projects for a wide variety of religious organizations, and enjoys the challenge of understanding the unique culture and architectural vocabulary of all the different groups he has worked with. He is a licensed architect in the State of California and serves on the City of Berkeley's Landmarks Preservation Commission.



**RELEVANT PROJECT EXPERIENCE**

North Berkeley Senior Center  
Renovation  
South Fremont Wellness Center  
Capitola Library  
Stanford University Green Library  
East Wing Remodel  
Portola Valley Town Center\*  
Esalen Institute\*  
Homestead Valley  
Community Center\*  
Valley Christian Center Sanctuary\*  
Dharma College and Tibetan  
Cultural Center\*

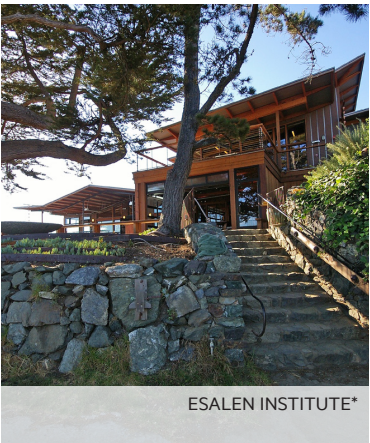
St. Anselm Rectory\*  
Montclair Presbyterian Church\*  
Saint Matthew Lutheran Church\*  
Jesuit School of Theology  
at Berkeley\*  
St. Stephen's Episcopal Church\*  
Executive Learning Center, Haas  
School of Business\*  
First Unitarian Church of Oakland\*  
The Wright Institute\*

**CALIFORNIA REGISTRATION**

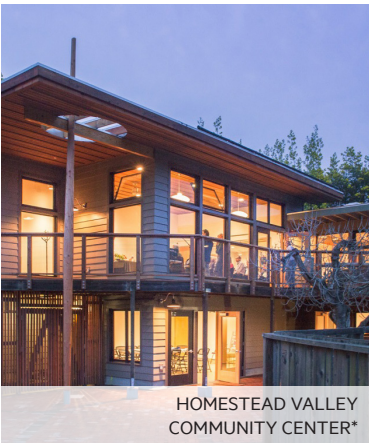
Licensed Architect #C23664

**EDUCATION**

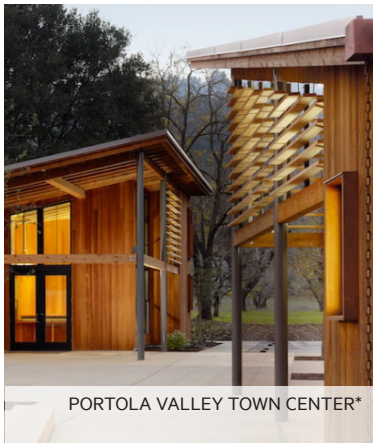
Bachelor of Arts in Architecture,  
University of Texas, Austin, 1984



ESALEN INSTITUTE\*



HOMESTEAD VALLEY  
COMMUNITY CENTER\*



PORTOLA VALLEY TOWN CENTER\*

\* WITH PREVIOUS FIRM





## TRINA GOODWIN, LEED AP NOLL & TAM ARCHITECTS

### INTERIORS ARCHITECT/LIBRARY SPACE PLANNER

In her 40-year career as an architect, Trina Goodwin has planned, designed, and conducted feasibility studies for numerous Bay Area public libraries. At Noll & Tam since 2005 and an Associate Principal with the firm, Trina most recently designed the interior architecture for Hayward Library. She offers the unique perspective of an architect and interior designer specializing in space planning and FF&E. Trina regularly collaborates with Noll & Tam staff on civic projects. With a previous firm, she performed space planning and programming for multiple city hall projects.



#### RELEVANT PROJECT EXPERIENCE

Capitola Library  
Los Gatos Library  
Napa County Main Library Renovation  
Half Moon Bay Library  
Antioch Community Center  
Hayward Main Library & Community Learning Center  
Felton Library Interior Design  
American Canyon Library  
Berkeley Public Library Central Library Improvements  
Woodland Library Facility Master Plan

Menlo Park Main Library Space Study  
Valley Hi North Laguna Library, Sacramento  
Marina Branch Library  
3 Interior Branch Renovations, Sacramento Public Library  
Pinole City Hall\*  
Walnut Creek City Hall\*  
Livermore City Hall\*  
Santa Cruz Police Facility\*  
Moraga Police Department\*

#### CALIFORNIA REGISTRATION

Licensed Architect #C21806

#### EDUCATION

Bachelor of Architecture,  
California Polytechnic State University, San Luis Obispo, 1980



HAYWARD MAIN LIBRARY & COMMUNITY LEARNING CENTER



HALF MOON BAY LIBRARY



NAPA COUNTY LIBRARY



# JAMES K. STICKLEY

ASLA, LEED AP  
PRINCIPAL-IN-CHARGE

## SELECTED PROJECTS

\* project award

Windsor Civic Center Visioning Plan + Town Green  
Windsor, CA

Richmond Memorial Civic Center Plaza \*  
Richmond, CA

Castro Valley Redevelopment Strategic Plan \*  
Castro Valley, CA

Brisbane Baylands Specific Plan  
Brisbane, CA

Millbrae General Plan Update + Downtown Priority  
Development Area Specific Plan  
Millbrae, CA

Sonoma Developmental Center Land-Use and  
Reuse Plan - Site Assessment Study  
Eldridge, CA

Cloverdale Boulevard Streetscape  
Cloverdale, CA

Lafayette Downtown Strategy  
Lafayette, CA

Los Gatos General Plan Update  
Los Gatos, CA

Miller Avenue Streetscape Plan + Implementation \*  
Mill Valley, CA

Vallejo Waterfront / Downtown Master Plan for Public  
Space \*  
Vallejo, CA

Sacramento Riverfront Master Plan \*  
Sacramento, CA

Docks Area Concept Plan + Specific Plan  
Sacramento, CA

Mission Street Urban Design Study  
Santa Cruz, CA

Palo Alto Urban Design & Implementation  
Palo Alto, CA

Jim is a landscape architect and urban designer with over 35 years of experience in community design and planning. His experience has spanned the full spectrum from large-scale urban planning assignments to detailed design and implementation of parks, streets and urban landscapes. Jim has extensive experience in developing plans to enhance urban districts and public open space including complex projects involving community engagement. His work strives to balance socio-economic, cultural and ecological factors to create unique urban places, rooted in the community's identity. Jim's work includes leading the Windsor Civic Center Visioning Study which involved a robust public engagement process to ensure that the future of the Town reflects the vision of the townspeople.

## EDUCATION

The Ohio State University, *Bachelor of Science in Landscape Architecture, with Honors*

## AFFILIATIONS + AWARDS

California Landscape Architect #4251

Florida Landscape Architect #965

New Jersey Landscape Architect #AS001006

American Society of Landscape Architects

Urban Land Institute

San Francisco Planning and Urban Research Association (SPUR)

Mariposa Park (San Francisco), ASLA-NCC Merit Award, 2018

Adobe Systems Campus Landscape, ASLA Utah Chapter Merit Award, 2014

Lake Merritt Park: Downtown + Neighborhood Edges, ASLA-NCC Merit Award, 2014

Richmond Memorial Civic Center, CPFS Preservation Design Award, 2010

Lake Merritt Municipal Boathouse, APWA Northern California Project of the Year, 2010

Richmond Memorial Civic Center, ABAG Building a Better Bay Area: Urban Design, 2010

David Brower Center / Oxford Plaza Housing , ABAG Building a Better Bay Area:

Urban Design, 2009

David Brower Center / Oxford Plaza Housing, US Green Building Council's Green Super  
Heroes Award, 2009

## ENGAGEMENT

Landscape Architecture Foundation, Board Member - Climate Change Task Force

San Francisco State University, Landscape Design Workshop Mentor

UC Berkeley MLA + MUD Jurist

Academy of Art University Landscape Design Jurist





## POONAM NARKAR

AICP, LEED AP  
PROJECT MANAGER // SENIOR ASSOCIATE | PLANNER + URBAN DESIGNER

### SELECTED PROJECTS

\* project award

Windsor Civic Center Vision Plan  
Windsor, CA

Rohnert Park General Plan Update  
Rohnert Park, CA

Sonoma Developmental Center Reuse Master Plan  
Eldridge, CA

Millbrae General Plan Update + El Camino Real and  
Downtown Specific Plan  
Millbrae, CA

Brisbane Baylands Specific Plan:  
Post-Plan Urban Design Studies  
Brisbane, CA

Point Molate Vision  
Richmond, CA

Concord Naval Weapons Station  
Community Reuse Plan \*  
Concord, CA

Blackstone Corridor Transportation + Housing Study  
Fresno, CA

Strawberry Community Vision Facilitation  
Marin County, CA

CSU Fullerton Campus Master Plan  
Fullerton, CA

Union City General Plan Update  
Union City, CA

Los Gatos General Plan Update  
LosGatos, CA

San Pablo Avenue Complete Streets Project  
San Pablo, CA

Poonam brings 14 years of cumulative experience in Planning, Urban Design and Architecture. During her career, she has served as a lead planner/designer and manager on a wide range of projects such as vision plans, community master plans, base reuse plans, specific plans, general plan elements, campus plans, design guidelines, streetscape master plans, and building design and construction. Her approach to community design is rooted in the belief that built environment must respond to natural resources, cultural context and social aspirations, and therefore committed to collaborative and interdisciplinary process of planning and design. She has led multidisciplinary teams to produce high quality deliverables that fulfill project goals and meet client expectations, project schedule and budget. She has extensive experience conceptualizing and facilitating complex community engagement efforts, which have been successful in bringing the community and various stakeholders together at the table, to make informed decisions in the interest of their community.

### EDUCATION

University of Cincinnati, *Masters in Community Planning*

University of Mumbai, *Bachelor in Architecture*

Istanbul Technical University, *Exchange Scholar*

San Francisco Department of Public Health, *Health Impact Assessment Training*

### AFFILIATIONS + AWARDS

American Institute of Certified Planner

San Francisco Planning and Urban Research Association (SPUR)

Skanska Bridging Prague Competition (International Design Competition)

University of Cincinnati, School of Planning, Outstanding Teaching Assistant Award, 2004-5

Vocational Training Institute, Mumbai, Design Competition, 2001

### ENGAGEMENT

American Planning Association, California Chapter, 2017 Conference Session "Capitalizing on Our Diversity", September 2017

American Planning Association, Northern California Section, Northern News Article "Healthy Development Measurement Tool", September 2012



education

certifications/affiliations



select  
project experience



west marin service center



gene friend recreation center



union city teen center

## Cynthia Madrid, CPE

Senior Cost Manager

B.S. Civil Engineering, Adamson University, Philippines  
B.S. Sanitary Engineering, National University, Philippines

Certified Professional Estimator  
American Society of Professional Estimators - member

Ms. Madrid has over 29 years of experience in the building profession working on behalf of cost consulting firms. Her extensive experience includes cost estimating, preparing bills of quantities, evaluation of change orders, value engineering, post contract administration, cost reconciliation with third-party consultants/contractors, and peer review of cost estimates prepared by third-party consultants. She has expertise in public agency facilities, including retrofits/remodels/renovations, new construction, master plans and assessments/feasibility/program-level cost plans and estimates.

**South San Francisco Feasibility Study (Fire/Police, Civic Center, Library) –**  
South San Francisco, CA

**Napa County Main Branch Library Feasibility Study (with Noll & Tam) –**  
Napa, CA

**Marin County GSA Facility Condition Assessment –** San Rafael, CA

**West Marin Service Center Assessment –** Point Reyes, CA

**920 Grand Avenue Assessment/Conversion –** San Rafael, CA

**Alameda County Library Assessment & Master Plan –** County of Alameda

**Hagemann Ranch Facilities Assessment –** Livermore, CA

**Berkeley Community Facilities Seismic Studies –** Berkeley, CA

**El Cerrito Parks and Rec Assessment & Master Plan –** El Cerrito, CA

**Gene Friend Recreation Center Facility Assessment & Master Plan –** San Francisco, CA

**Civic Facilities Strategic Plan (Fire/Police, City Hall, Support Building) –**  
Hermosa Beach, CA

**Marin City Community Center Assessment/Master Plan –** Marin City, CA

**Soquel Water District HQ Assessment/Master Plan (with Noll & Tam) –**  
Soquel, CA

**Sunnyvale Park Buildings Renovations –** Sunnyvale, CA

**SamTrans Facilities Assessment –** South San Francisco, CA

**North Marin Water District Headquarters Assessment/Master Plan (with Noll & Tam) –** Novato, CA

**Union City Teen Center Assessment & Renovation –** Union City, CA

**San Pablo Library –** San Pablo, CA

**Mission Branch Library Renovation (with Noll & Tam) –** Santa Clara, CA

**Berkeley Central Library (with Noll & Tam) –** Berkeley, CA





**Telecommunications and IT Technology Design  
Data, Voice and Video Systems & Infrastructure  
Electronic Security, A/V, Broadcast & Acoustics**

**PETER A. McDONALD, PRESIDENT**

Peter McDonald is the Founding Principal of the firm with over 30 years of experience in programming, design and construction administration services of state of the art technology systems, telecommunication systems, audio visual systems, electronic security systems, Television broadcast systems and engineering acoustics for a variety of facility types including arenas, airports, city halls, council chambers, civic centers, courtrooms, public safety buildings, emergency centers, libraries, universities and school districts.

His expertise is in design of telecommunications infrastructure, state of the art audio-visual systems, digital technology, distance and collaborative learning, video media servers, VoIP, library OPAC, electronic security, CCTV surveillance, sound isolation, noise control & architectural acoustics.

**Education**

UCLA School of Engineering  
and Applied Sciences,  
Master of Science, 1984

UCLA School of Engineering  
and Applied Sciences,  
Bachelor of Science, 1982

**Relevant Experience – Partial List**

**City Halls**

San Francisco City Hall, 2011 Digital Television Conversion  
San Francisco City Hall, 1999 Renovations  
Los Angeles City Hall Council Chamber  
San Mateo City Hall Council Chamber  
Coalinga City City Hall  
Santa Clarita City Hall and Council Chamber  
Ontario City Hall  
Culver City City Hall and Council Chamber  
Moorpark City Hall  
Redondo Beach City Hall Council Chamber  
Fresno City Hall, Civic Center Complex and Council Chamber  
Berkeley City Hall

**Libraries**

City of Berkeley Main Public Library and 4 Branches Renovation  
City of Burlingame Main Public Library Renovation  
City of Lafayette Main Public Library  
City of Milpitas New Main Public Library and Temporary Public Library  
City of Palo Alto Downtown Library, Main Public Library, Mitchell Park Library  
City of Santa Clara Main Public Library and Temporary Library  
City of San Jose Berryessa Public Library  
City of Walnut Creek Branch Library  
City of San Leandro Public Library  
City of Walnut Creek Branch Library  
City of Oakland 81<sup>st</sup> Branch Library  
City of San Pablo Library  
City of San Francisco Public Library Teen Center  
City of Sacramento Carmichael Library  
City of Milpitas Public Library Expansion

**Recreation Centers**

South San Francisco Library Parks and Recreation  
San Bruno Recreation and Aquatics Center  
San Francisco Palega Recreation Center



## **KEN BALLARD, C.P.R.P** **President**

### **\*Professional Experience**

As a founding partner of Ballard\*King & Associates, Ken has over 35 years of experience in parks and recreation planning. Ballard\*King & Associates was established in 1992 by Ken Ballard and Jeff King in response to the need for market driven and reality based planning for recreation agencies. Ken has provided planning, feasibility and operations consulting for more than 300 aquatic/recreation center projects across the country. This includes studies for more than 10 recreation/aquatic center projects in California. Ken is well known for his vast knowledge of recreation programming, facility development and operations, as well as developing comprehensive business plans. His expertise has been developed over the years from a wide breadth of experiences within the parks and recreation field.

Key California projects include:

- Laguna Hills Recreation Center, Laguna Hills
- Millbrae Community Center, Millbrae
- Recreation Facilities System Study, San Mateo
- Belmont Aquatic Center Study, Long Beach
- King City Recreation Center Study, King City
- S. Lake Tahoe Fieldhouse Study, S. Lake Tahoe
- Yuba City Recreation Center Study, Yuba City
- San Ramon Master Plan, San Ramon
- Foster City Master Plan, Foster City

### **\*Education**

University of Colorado  
BS Recreation, BA History

Certified Parks & Recreation  
Professional

### **\*Professional Affiliations**

Athletic Business Conference  
Advisory Board

Colorado Parks & Recreation  
Association

National Recreation & Park  
Association

Metropolitan State College of  
Denver – Former Adjunct Faculty

*Ballard\*King and Associates is committed to comprehensive planning and operations consulting services, providing for the effective and efficient use of available resources to develop and operate sports, recreation and wellness facilities.*

2743 E. Ravenhill Circle \* Highlands Ranch, CO 80126 \* (303) 470-8661 \* [www.ballardking.com](http://www.ballardking.com) \* [BKA@ballardking.com](mailto:BKA@ballardking.com)



## DREW NORTON, PRINCIPAL

Drew Norton serves as a Principal in Charge, who leads our Northbay office in Petaluma. He has extensive experience designing and managing improvement plans and construction for residential, institutional, private and public projects necessitating lotting, utilities, water management, erosion control, road design, grading, driveway improvements, and drainage. Drew manages several of Sherwood's most collaborative and innovative projects. Drew has deep experience and a track record of expertise in the development in the North Bay. This expertise encompasses strict collaboration with various consultants and design standards associated with the various municipalities he works within.

### YEARS OF EXPERIENCE

20 years

### OFFICE LOCATION

North Bay Office  
625 2nd Street, Ste 209,  
Petaluma, CA 94952

### EDUCATION

California State University, Sacramento  
Bachelor of Science in Civil Engineering

### PROFESSIONAL REGISTRATION

Engineer in Training  
Board of Professional Engineers and  
Land Surveyors, State of California

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers,  
Member

Drew has worked extensively in the North Bay, including Mill District, a mixed use development in Healdsburg, CA, Long Meadow Ranch, providing water strategies for a 74 acre winery, and Veteran's Village, building 14 tiny homes for veterans Santa Rosa, CA. Drew is able to build a consensus between various public and private groups while assessing the most practical, sustainability-minded ways to approach stormwater, potable and non-potable water sourcing, energy, ecology and transportation.

His campus projects require a sensitive integration with the site's existing fabric, a key component that drove the design parameters for the new facilities. He is currently working on a number of public institutions within the State of California, working with the DSA to improve accessibility, and integrating sustainable design features into the projects. Other work experience includes green buildings designs, utility infrastructure, streetscape, earthwork, fine grading and drainage design, integrated stormwater management and feasibility studies.

## RELATED PROJECT EXAMPLES AND REFERENCES

Noll & Tam Architects delivers the full set of services and experience requested by the City of St. Helena. We are known for our skill with library planning and design, have completed numerous rec centers, and have executed the programming, planning, and design of civic offices. In the following pages, we have included representative projects which show the full breadth of services we can provide, and have also included the work of WRT, who will be a close partner throughout this project.

### LIBRARY EXPERIENCE

Noll & Tam is perhaps best known as library design experts, and will be able to bring our considerable experience in modern library trends to this project. Libraries have greatly expanded their role in the contemporary community. Their mission to promote equal access to knowledge endures, but the last 20 years have brought remarkable changes in its delivery. This is due both to advances in technology and to changing community expectations. Libraries are no longer just a place where you can borrow and read a book. They are the focus of the local community – a place to meet friends and access the Internet with the latest technology, offering expanded reference resources, audio-visual collections, government services, after-school care, homework centers, resources for business, job search resources, literacy programs, genealogy resources, local history, and continuing education.

### CIVIC EXPERIENCE

Our firm has executed the planning and design of numerous civic facilities and offices, and we understand that public buildings are a source of civic pride and identity. Our building designs strive to express respect for surrounding character and context, inspire civic engagement, and create engaging spaces where staff and public can work and interact comfortably, safely, and productively. When approaching a civic project, we consider how an administrative department can optimize its individual operations, but also how all departments and services can work integrally and efficiently as a whole. Civic projects are an opportunity to design a safer, more comfortable, and productive workplace for the future that better serves a municipality's citizens and its hardworking employees, always keeping in mind the City's mandate to be responsible stewards of public funds.

### RECREATION CENTER EXPERIENCE

Noll & Tam has considerable experience in the design of both new and renovated community facilities and recreation centers. Our experience has shown us that in order for these facilities to be embraced by their communities, a recreation center must meet the wide-ranging needs of the population it serves, with a move toward multi-generational and flexible spaces that can adapt to changing needs and demographics. Community facilities promote personal connection and can support family bonding, teach youth life skills, and encourage active and healthy participation among all community members. Our goal is always to create a community recreation center that remains relevant into the future, and to think imaginatively about how the new facility will relate to its community and the larger context around it, both physically and culturally.



ANTIOCH COMMUNITY CENTER





#### PROJECT INFORMATION

**Location:** Los Gatos, CA

**Completion Date:** Feb 2012

**Scope:** Full Arch. Services

**Scale:** 30,000 SF

**Contract Amount:** \$1,905,267 fee; \$12.7M const. cost

**Team Roles:**

Chris Noll - PIC

Trina Goodwin - Interiors Architect

**Client:** Town of Los Gatos

**Client Contact:**

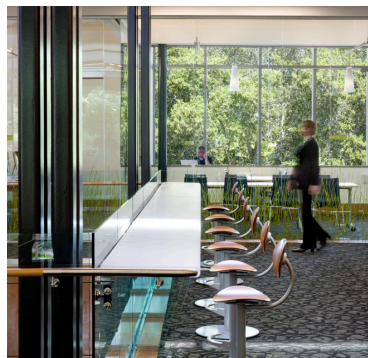
Heidi Murphy

(Fmr Los Gatos Library Director)

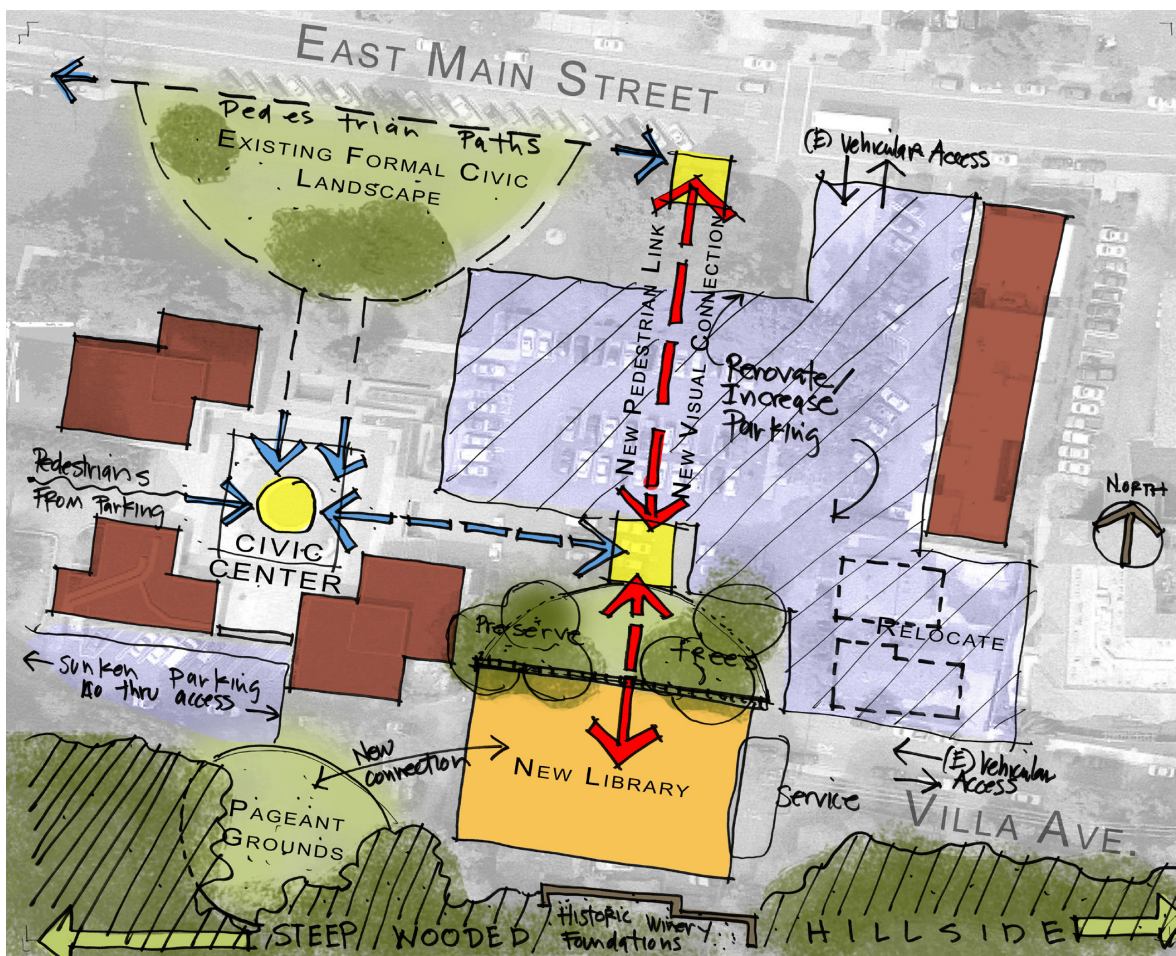
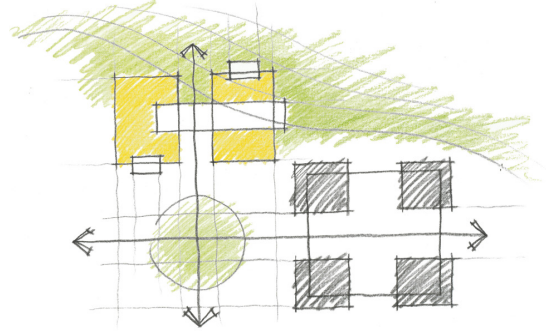
Director of Library Services  
Pleasanton Public Library  
hmurphy@cityofpleasantonca.gov  
(925) 931-3406

## LOS GATOS LIBRARY

Nestled at the foot of a wooded hillside, the new Los Gatos Library is the keystone in a broad Master Plan that strengthens the connection between the Town's Civic Center and historic Pageant Park. Noll & Tam's design takes its inspiration from the lantern, which in architectural terms suggests an open structure of light material. Glazing, skylights, and louvers optimize daylight; at night, white and colored artificial illumination allows views into the library. Achieving LEED Gold certification through the use of sustainable and renewable resources, the proof of the library's success can easily be measured: the old library had 222,000 visitors in 2010-11, and, in contrast, nearly 324,000 people visited the new library in 2015-16.











#### PROJECT INFORMATION

**Location:** Half Moon Bay, CA

**Completion Date:** Aug 2018

**Scope:** Full Arch. Services

**Scale:** 22,000 SF

**Contract Amount:** \$2,294,845 fee; \$18.9M const. cost

**Team Roles:**

Chris Noll - PIC

Alyson Yarus - PM

Trina Goodwin - Interiors Architect

**Client:** City of Half Moon Bay

**Client Contact:**

Anne-Marie Despain

Director of Library Services

San Mateo County Libraries

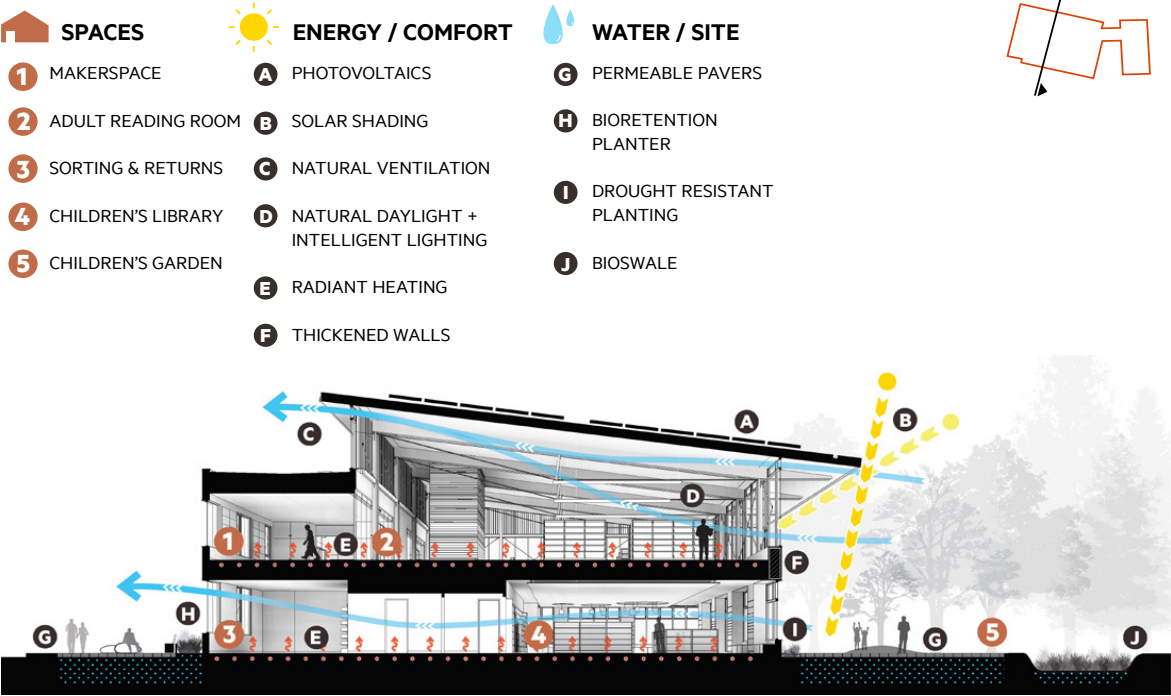
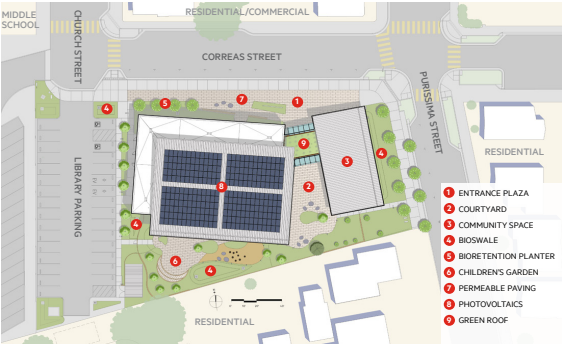
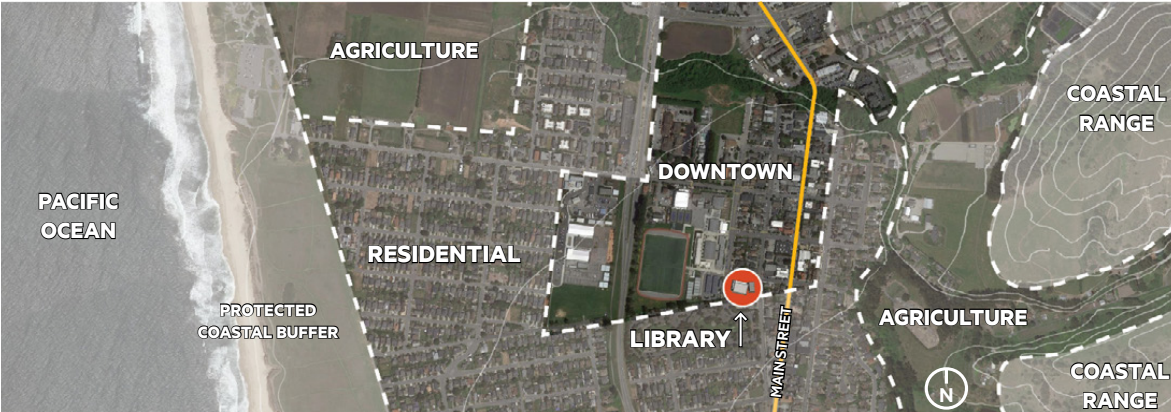
despain@smcl.org

(650) 312-5245

## HALF MOON BAY LIBRARY

Noll & Tam worked with the City of Half Moon Bay on the design of a new 22,000-square-foot library that replaced an existing 7,285-square-foot facility. The library, a regional branch of San Mateo County Libraries, is a hub of community activity that caters to all age ranges and diverse user needs. Noll & Tam's design honors the coastal and agricultural roots of the community, while serving current and future technology needs. The library features daylit interior spaces, outdoor reading plazas, acoustically separated areas for teen activities, and a flexible maker space. The library opened to great celebration in August 2018.









## NAPA COUNTY LIBRARY MAIN BRANCH RENOVATION

Noll & Tam recently completed a project at the Napa Main Branch Library. The \$2.5M remodel addressed administration and circulation areas and paid special attention to the Children's area. We expanded the storytime space and added new lighting and ceiling features to support a "forest of books" theme, introduced by a much-loved existing mural on the wall. A new entry feature creates a welcoming portal into the updated 4000-square-foot Children's area.

### PROJECT INFORMATION

**Location:** Napa, CA

**Completion Date:** Sept 2017

**Scope:** Full Arch. Services

**Scale:** 13,300 SF

**Contract Amount:** \$428,227 fee;  
\$2.94M const. cost

#### Team Roles:

Chris Noll - PIC

Alyson Yarus - PM

Trina Goodwin - Interiors

Architect

**Client:** County of Napa

#### Client Contact:

Danis Kreimeier

Director of Library Services &

Community Outreach

danis.kreimeier@countyofnapa.  
org

(707) 253-4242

### PROJECT INFORMATION

**Location:** Capitola, CA

**Completion Date:** est. Feb 2020

**Scope:** Full Arch. Services

**Scale:** 11,775 SF

**Contract Amount:** \$1,535,800;  
\$12.3M accepted bid

#### Team Roles:

Chris Noll - PIC

Elaine Kross - PM

Tom Beil - Design Staff

Trina Goodwin - Interiors

Architect

**Client:** City of Capitola

#### Client Contact:

Jamie Goldstein

City Manager

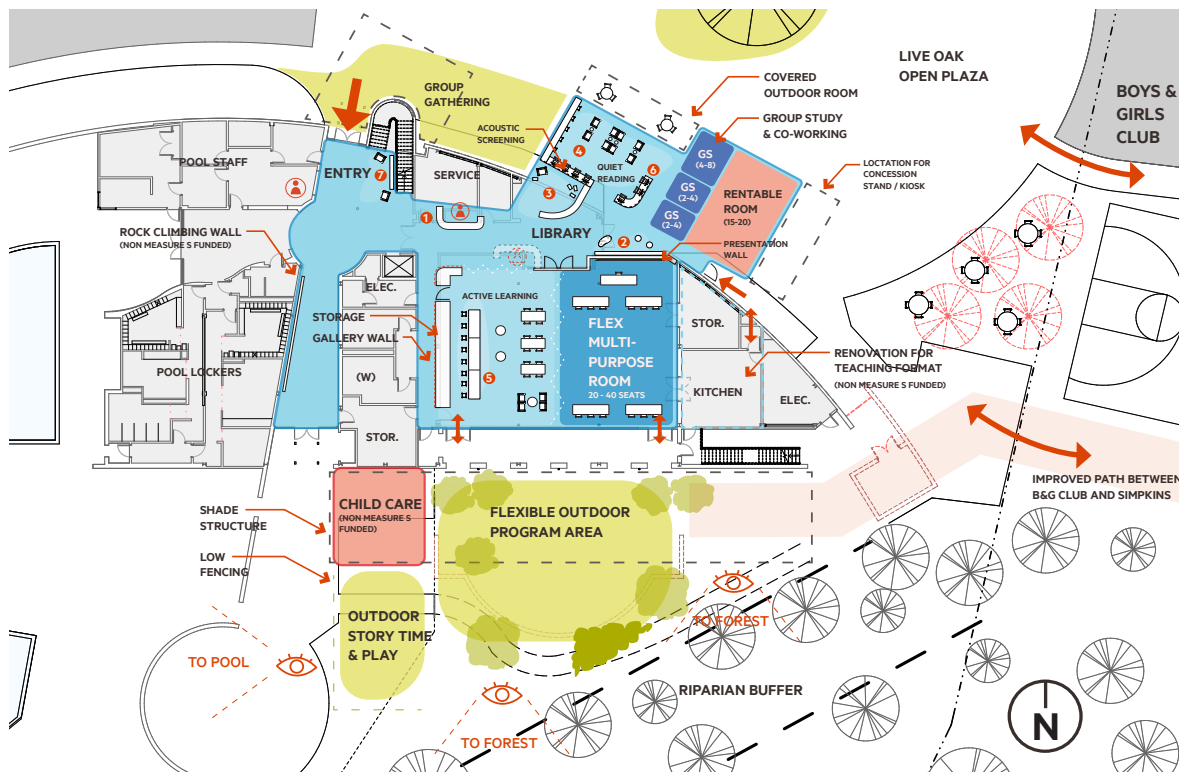
jgoldstein@ci.capitola.ca.us

(831) 475-7300



## CAPITOLA LIBRARY

Noll & Tam is currently working with the Santa Cruz Public Library and the City of Capitola on the new Capitola Library. Noll & Tam has led a strong public outreach process, with presentations and discussions with the community, client stakeholder group, and at City Council meetings to develop the right program and library for the community and the neighborhood. Our design envisions a library with flexible, modern spaces in a building that is unique to Capitola. Given the City's natural setting and beauty, the design incorporates quiet, outdoor reading spaces and a pedestrian connection to the nearby creek. The proposed 11,700 sf library plans to open its doors in 2020.



## PROJECT INFORMATION

Location: Santa Cruz, CA

Completion Date: est. mid-2019

Scope: Building Evaluation & Conceptual Design

Scale: 6,500 SF, renovation & new construction

Contract Amount: \$150,000 fee; \$2.7M const. budget

Team Roles:

Scott Salge - PIC

Chris Noll - PIC Library Design

Trina Goodwin - Interiors

Architect

Client: County of Santa Cruz

Client Contact:

Betsey Lynberg

Director of Capital Projects

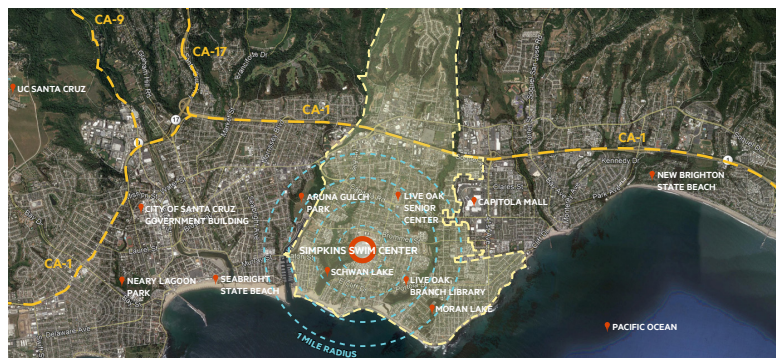
betsey.lynberg@

santacruzcounty.us

(831) 454-2393

## LIVE OAK LIBRARY ANNEX

Noll & Tam Architects is working with the County of Santa Cruz to envision a new Live Oak Branch Library Annex at the Simpkins Swim and Community Center. The existing facility, built in the mid-nineties, currently incorporates a community center, swim center, and offices of Santa Cruz County Parks & Recreation department. In order to augment current library services in the Live Oak neighborhood and new programs, Santa Cruz Public Libraries proposed adding new flexible programming space to create an active learning center. The project is an opportunity to consider the connections between multiple County facilities, co-location of a community center and library, adjacent Boys and Girls Club, and nearby schools to serve a diverse community.







#### PROJECT INFORMATION

**Location:** Berkeley, CA

**Completion Date:** May 2017

**Scope:** Full Arch. Services

**Size:** 112,798 SF (6 floor partial renovation)

**Contract Amount:** \$773,951 fee

**Team Roles:**

Janet Tam - PIC

Emily Owens - PM

Phan Dung - Project Architect

**Client:** City of Berkeley

**Client Contact:**

Paul Kaushal

Fmr. Manager of Engineering/  
City Engineer

(now with City of Fairfield)

pkaushal@fairfield.ca.gov

(707) 428-7477

## CITY OF BERKELEY OFFICE TENANT IMPROVEMENTS

As part of our on-call contract with the City of Berkeley, Noll & Tam relocated the City's Planning Department from 2118 Milvia Street to its new location at 1947 Center Street. We conducted space planning and programming to develop a design that allowed for a more efficient layout of City departments by reconfiguring their existing space and workstations, creating service counters and additional private offices where needed, and open workspaces to allow for access to natural light. This City-owned, 6-story building now includes the City's Permit Center, as well as a partially occupied basement with a new shared multi-purpose room and training rooms.





## NORTH BERKELEY SENIOR CENTER RENOVATION

Noll & Tam is currently working on a renovation of the North Berkeley Senior Center. Part of the project is a seismic upgrade to achieve an Immediate Occupancy rating, utilizing FEMA funding. In addition to this, the project aims to provide an overall facility upgrade to create a modern and accessible building. Our team is working closely with the City and Senior Center staff to develop a design that improves the building and creates a welcoming environment for staff and patrons.

### PROJECT INFORMATION

Location: Berkeley, CA

Completion Date: est. 2020

Scope: Full Arch. Services

Scale: 24,500 SF

Contract Amount: \$684,541 fee;  
\$4.8M const. budget

#### Team Roles:

Janet Tam - PIC

Tom Beil - PM

Client: City of Berkeley

Client Contact Elmar Kapfer  
Supervising Civil Engineer  
ekapfer@cityofberkeley.info  
(510) 981-6435

### PROJECT INFORMATION

Location: Berkeley, CA

Completion Date: Nov 2017

Scope: Building Evaluation and  
Design

Scale: 12,636 SF

Contract Amount: \$182,180 fee;  
\$1.5M est. const. cost

#### Team Roles:

Janet Tam - PIC

James Gwise - PM

Client Contact: Elmar Kapfer  
Supervising Civil Engineer  
City of Berkeley  
(510) 981-6435  
ekapfer@cityofberkeley.info



## CITY OF BERKELEY COUNCIL CHAMBERS

After the City of Berkeley purchased the old Premier Cru building, they engaged the services of Noll & Tam to evaluate the feasibility of using the building as a low-cost interim City Council Chamber. Our team worked closely with the Berkeley City Clerk to create multiple design schemes and layout options of the council chambers, conference rooms, and new restrooms. The project also looked at a retrofit of the mechanical systems, and new IT, AV, and electrical systems. Our team responded quickly to an aggressive schedule, and developed solutions to meet a limited budget.



## CITY OF OAKLAND ADMINISTRATIVE OFFICE STUDY

Noll & Tam studied the six-story, 234,000-square-foot Dalziel Building, one of the City's main administrative offices, which holds an array of municipal departments and services. The City hired Noll & Tam in collaboration with Larson Shores Architecture to conduct and implement a space needs study to optimize the configuration of departments whose layout had become inefficient over time. Working with many department stakeholders, we gathered information and developed space planning options, which included a conceptual construction cost estimate, that improved workflow, minimized disruption due to construction, and created a welcoming space for the public.

### PROJECT INFORMATION

**Location:** Oakland, CA  
**Completion Date:** Sept 2017  
**Scope:** Planning/Programming  
**Scale:** 194,585 SF  
**Contract Amount:** \$75,000 fee  
**Team Roles:**  
 Janet Tam - PIC  
 Jane Catalano - PM  
**Client:** City of Oakland  
**Client Contact:**  
 Stephanie Hom  
 Deputy City Manager  
 shom@oaklandnet.com  
 (510) 238-7542

### PROJECT INFORMATION

**Location:** Oakland, CA  
**Completion Date:** Jan 2016  
**Scope:** Full Arch. Services  
**Scale:** 125,634 SF  
**Contract Amount:** \$1,069,412 fee; \$18M const. cost  
**Team Roles:**  
 Janet Tam - PIC  
 Jane Catalano - Project Manager  
**Client:** County of Alameda  
**Client Contact:**  
 Brian Laczko  
 (formerly with Alameda County)  
 Assistant Bond Program Manager  
 Hayward Area Recreation and Park District  
 lacb@haywardrec.org  
 (510) 881-6731



## COUNTY OF ALAMEDA OFFICE TENANT IMPROVEMENTS

Noll & Tam remodeled this existing 156,000-square-foot, 8-story building in downtown Oakland to accommodate a new tenant floor plan for the County of Alameda's Social Service Agency and the administration functions of the Probation Department. The County's vision for the project was a contemporary open office layout, with "breakout" spaces for smaller meetings and private conversations. The project followed the design standards for LEED for Commercial Interiors (LEED-CI), incorporating recycled and renewable materials for a healthy work environment.





#### PROJECT INFORMATION

**Location:** Antioch, CA

**Completion Date:** Nov 2010

**Scope:** Full Arch. Services

**Scale:** 35,000 SF

**Contract Amount:** \$2,984,465  
fee; \$14.8M const. cost

**Team Roles:**

Janet Tam - PIC

Trina Goodwin - Interiors Architect

**Client:** City of Antioch

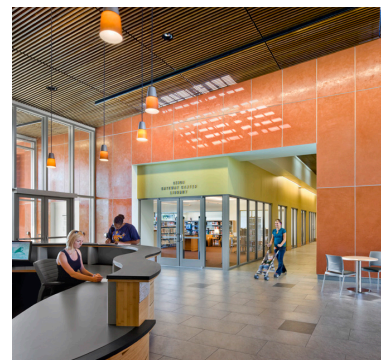
**Client Contact:**

Lonnie Karste

(formerly with City of Antioch)  
Principal, Karste Consulting, Inc.  
karsteconsult@sbcglobal.net  
(925) 382-9467

## ANTIOCH COMMUNITY CENTER

Noll & Tam was the prime architect for a new 35,000 SF recreation facility in the City of Antioch. Working collaboratively with The Sports Management Group (TSMG), we explored many options for a community building. The multi-use gymnasium is a primary component to the facility and is intended to generate revenue. The program also includes a community hall and classrooms that can be configured into one large room or smaller rooms using operable partitions. The project's goals include taking advantage of indoor-outdoor relationships and incorporating many sustainable features. The building's design features a strong connection to the existing hills and is sited so that the west and east glazing is minimized, and the south entry elevation is properly shaded with sunscreens and trees.







#### PROJECT INFORMATION

**Location:** Los Altos, CA

**Completion Date:** est. Dec 2020

**Scope:** Full Arch. Services

**Scale:** 24,500 SF

**Contract Amount:** \$3,346,757 fee; \$24.7M const. budget

**Team Roles:**

Janet Tam - PIC

James Gwise - PM

Trina Goodwin - Interiors Architect

**Client:** City of Los Altos

**Client Contact:**

Chris Jordan

City Manager

cjordan@losaltosca.gov

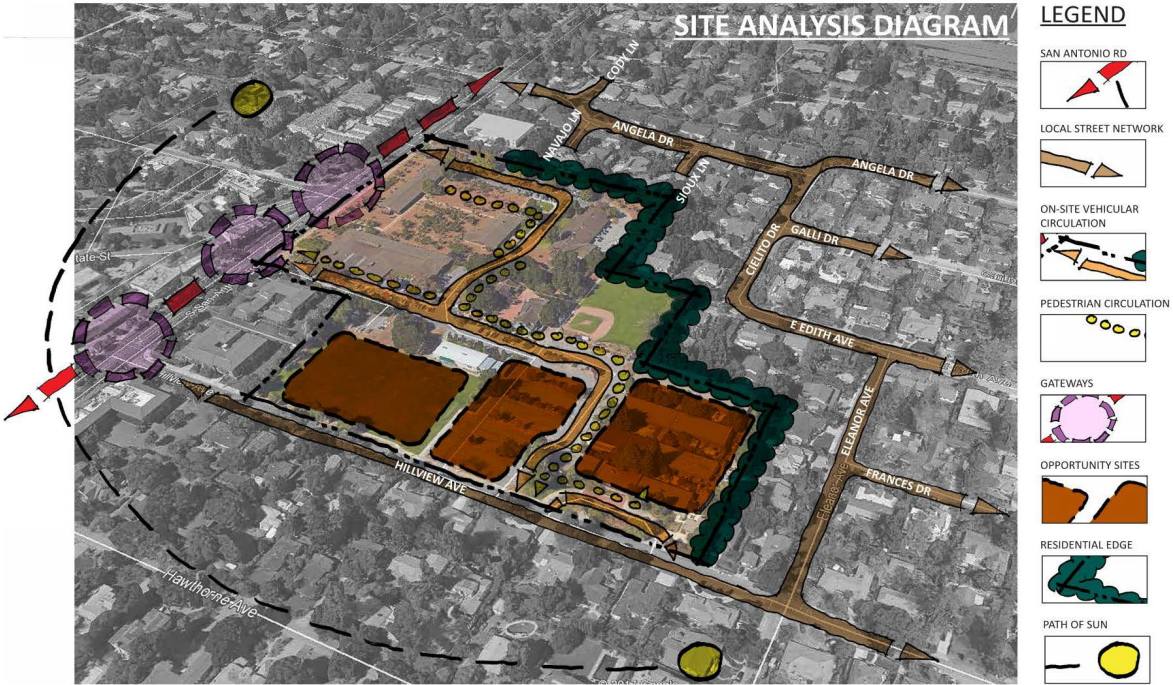
(650) 947-2790

## LOS ALTOS COMMUNITY CENTER

Noll & Tam is designing a new community center to meet the current multi-generational needs of Los Altos. After meetings with the City Council and the Project Task Force, our design for a new 25,000-square-foot building includes spaces for children, teens, and seniors. Flexible spaces indoors and out meet the City's budget, fit into the context and culture of Los Altos, and provide a place that will foster a sense of community now and into the future. The project will bid in the next few months.









## WRT RELEVANT EXPERIENCE



### Windsor Civic Center Visioning Plan

Windsor, CA

#### CLIENT

Kenneth MacNab  
Community Development Director  
Town of Windsor  
9291 Old Redwood Highway #400  
P.O. Box 100  
Windsor, CA 95492-0100  
(707) 838-5335 / kmacnab@townofwindsor.com

#### DATES

Vision Study: 2016 to 2017  
Developer RFQ Support: 2017 to present

#### BUDGET

\$200k

#### WRT STAFF

Jim Stickley - Principal-in-Charge  
Poonam Narkar - Project Manager + Urban Designer

WRT led the consultant team for the Town of Windsor's Civic Center Visioning Study. In parallel to the process of updating their General Plan, the Town initiated this study for the Civic Center and adjacent areas. Being cognizant of the importance of this space to the community – which is currently used for a variety of public services, including the town hall and administration facilities, law enforcement facilities and fleet parking, a public library, a public gym, and school district offices – the Town's leadership hopes to guide future development of the study area in a way that will further develop a cohesive, vibrant mixed-use downtown and foster additional activation of the Town Green. To this end, the study provides direction for the urban form, public amenities, and economic viability of future development in the Civic Center Planning Area that builds upon the ongoing success of downtown Windsor. Ultimately guided by the Town's General Plan, an Urban Structure Plan and Design Guidance document will be the final outcome of this study. The document will serve as a guide to future development in the Civic Center area, in the context of the goals set forth in the updated General Plan.

The importance of the Study is in part related to the success of the WRT-designed Town Green which is the heart of the Civic Center area.

Sequence 5: Redevelop the Telfer Property into a Compact Residential Development.

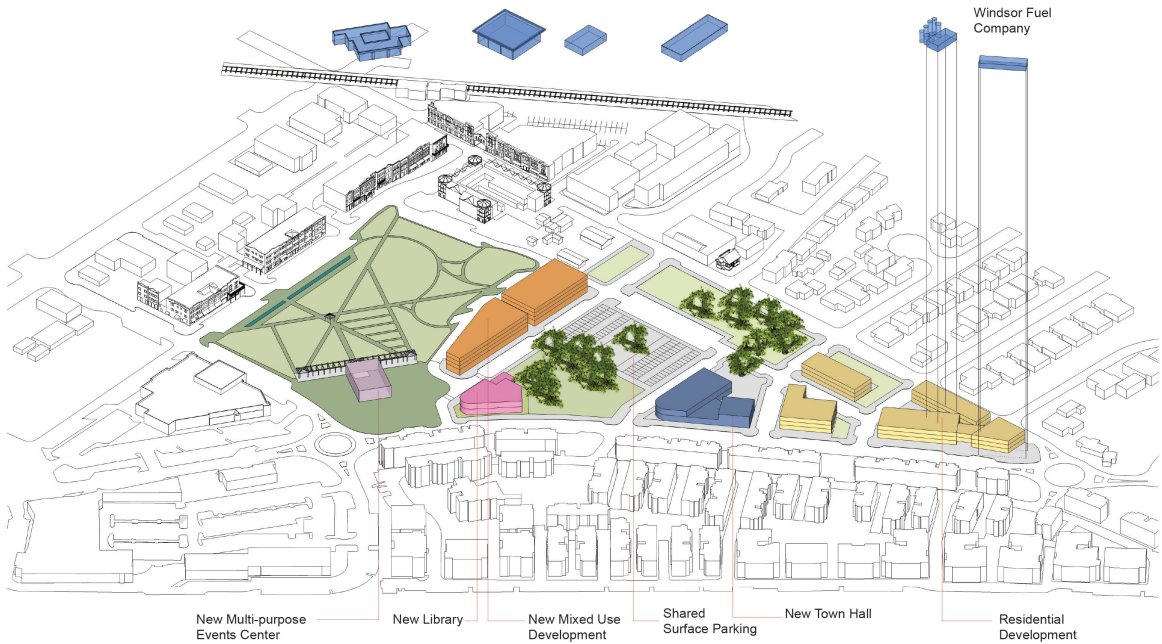


Figure 5.6: Dependent Sequence For Compact Residential Development

Figure 4.2: Recommended Conceptual Building Layout







## Richmond Memorial Civic Center

Richmond, CA

### CLIENT

Alan Wolken - Planning and Development  
Services  
Municipal Resource Group  
675 Hartz Avenue, Suite 300  
Danville, CA 94526  
(707) 410-6299 / awolken@  
municipalresourcegroup.com  
(Formerly the City of Richmond's Community  
Redevelopment Agency director.)

### DATES

2007 - 2009

### BUDGET

\$4m

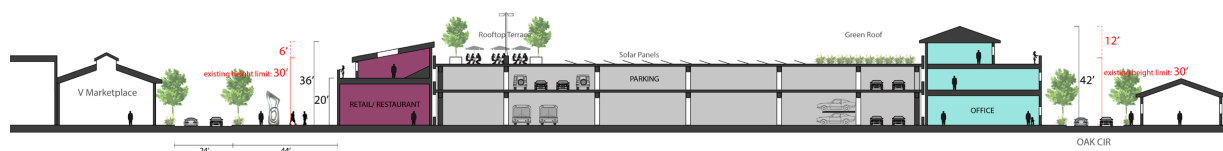
### WRT STAFF

Jim Stickley - Principal-in-Charge  
Jake Tobias - Project Manager  
John R. Glibbs - Senior Landscape Architect

The Richmond Civic Center, and in particular its central plaza, is the symbolic heart of the City. The large plaza accommodates a wide range of activities, yet its size is tempered by human-scaled spaces designed for lunch seating, outdoor wi-fi sessions, noontime concerts, and other public functions that make up the life of the Civic Center.

When the Civic Center was completed in the early 1950's, the landscape was not fully realized. The improvement program for the plaza and greater landscape is therefore less an act of renovation than a completion of a vision for the Civic Center. Framed by the architecturally significant historic complex, the site's design adheres to a modernist aesthetic. It maintains fundamental historic elements while reinterpreting the overall structure of the complex, celebrating important civic and cultural axes and highlighting the architecture. In a decidedly contemporary approach, the site design advances a clear sustainable agenda that includes water saving principles, recycled materials, urban heat island mitigation, and storm water management.

The project achieved a LEED Gold rating.



## Yountville General Plan Update

Yountville, CA

### CLIENT

Sandra Liston  
Planning & Building Director  
Town of Yountville  
6550 Yount Street  
Yountville, CA 94599  
(707) 944-8851  
sliston@yville.com

### DATES

2017 - 2018

### BUDGET

\$177k

### KEY STAFF

John Gibbs - Principal-in-Charge  
Peter Winch - Project Manager, Planner  
Qingchun Li - Urban Designer

WRT is part of the General Plan Update team for Yountville, a town of 3,000 with a memorable Napa Valley setting. The new General Plan emphasizes how visitor-oriented development can be integrated while maintaining a complete community. WRT's role had four key parts: creation of an engaging existing conditions workbook; urban design studies to help community members and decision-makers envision potential changes to specific sites; design of the general plan document, and presentations to the Town Advisory Council and the community. The draft General Plan was completed in October 2018; environmental and public review is ongoing.

Yountville has a bonanza of top-quality tasting rooms, restaurants, hotels and inns, and the world has noticed. The town is a magnet for visitors from all over. What does this mean for the people who make Yountville home? How can we shape a bright future for businesses and residents alike? Can Yountville's workforce - three times the size of its resident population - afford to live here? These were key questions for the General Plan Update.

WRT undertook design studies for Downtown Yountville to examine and illustrate how additional development might support locally-desired businesses, workforce housing, and high-quality social spaces that reinforce Yountville's atmosphere.

## HOURLY RATES

### NOLL & TAM ARCHITECTS

|                               |               |
|-------------------------------|---------------|
| Principal                     | \$220 - \$240 |
| Associate Principal           | \$170 - \$185 |
| Project Manager /             |               |
| Senior Technical Architect/PM | \$175 - \$180 |
| Senior Technical Staff        | \$155 - \$165 |
| Designer                      | \$135 - \$150 |
| Project Assistant             | \$105 - \$110 |

#### *Reimbursable Expenses*

Reproduction, travel outside the Bay Area, renderings, computer models, physical models, postage, messengers, and other usual expenses will be billed at 1.15 times actual cost.

### WRT

|                                       |       |
|---------------------------------------|-------|
| Principal                             | \$245 |
| Professional Level IV/Project Manager | \$175 |
| Professional Level III                | \$160 |
| Professional Level II                 | \$130 |
| Professional Level I                  | \$110 |
| Administrative Support                | \$90  |

### MACK<sup>5</sup>

|                                  |               |
|----------------------------------|---------------|
| Principal/Managing Principal     | \$195 - \$220 |
| Senior Cost and Project Managers | \$170 - \$195 |
| Cost and Project Managers        | \$145 - \$170 |
| Project and Cost Engineers       | \$120 - \$145 |
| Jr. Project and Cost Engineers   | \$95 - \$120  |
| Administrative Support           | \$80          |

### SMITH, FAUSE & MCDONALD, INC

|                                    |       |
|------------------------------------|-------|
| Principal Consultants/Engineers    | \$210 |
| Senior Engineers/Project Engineers | \$185 |
| Project Designers                  | \$170 |
| Staff Engineers                    | \$150 |
| Technicians/Drafting               | \$110 |
| Administrative                     | \$65  |

### BALLARD KING & ASSOCIATES

|                  |       |
|------------------|-------|
| Principal        | \$165 |
| Senior Associate | \$140 |
| Associate        | \$115 |

### SHERWOOD ENGINEERS

|                                    |       |
|------------------------------------|-------|
| Senior Engineer                    | \$212 |
| Senior Project Manager             | \$202 |
| Project Manager                    | \$186 |
| Project Engineer                   | \$181 |
| Design Engineer III / Designer III | \$171 |
| Design Engineer II / Designer II   | \$155 |
| Senior CAD Drafter                 | \$155 |
| Design Engineer I / Designer I     | \$145 |
| CAD Drafter                        | \$140 |
| Graphic Designer                   | \$140 |
| Project Assistant                  | \$114 |



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on May 28, 2019 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Noll & Tam Architects (Consultant).

### **RECITALS:**

A. City desires to employ Consultant to furnish professional services in connection with the project described as Architectural Feasibility/Visioning Study of Library, City Hall, and Recreational Facilities of the City of St. Helena.

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

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

### **SECTION 1 – BASIC SERVICES**

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

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

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

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

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

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

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$255,570 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall

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include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

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

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

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

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

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

## **SECTION 7 – INSURANCE REQUIRED**

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
  - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
  - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
  - 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

## **SECTION 8 – INDEMNIFICATION**

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all

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costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, “Liabilities”), incurred by reason of any negligent acts or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, to the extent caused by such negligent acts or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

#### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

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

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City, nor any

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elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

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

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

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

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

#### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project

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completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

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

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

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

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

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

### **SECTION 13 – SUSPENSION OF WORK**

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

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

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

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

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

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

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

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

### **SECTION 16 – AUDIT AND INSPECTION OF RECORDS**

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,



internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

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

#### **SECTION 17 – LIMITATION OF LIABILITY**

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

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

#### **SECTION 18 – COOPERATION BY CITY**

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

#### **SECTION 19 – NOTICES**

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

|                |                                                                  |
|----------------|------------------------------------------------------------------|
| To City:       | City Manager<br>1480 Main Street<br>St. Helena, California 94574 |
| To Consultant: | Noll & Tam Architects<br>729 Heinz Avenue<br>Berkeley, CA 94710  |

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

Page 9 of 12

Noll & Tam Architects 052819

## **SECTION 20 – TERMINATION**

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

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

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

## **SECTION 21 – ATTORNEYS' FEES**

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

## **SECTION 22 – ENTIRE AGREEMENT**

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

## **SECTION 23 – SUCCESSORS AND ASSIGNS**

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

## **SECTION 24 – CONTINUITY OF PERSONNEL**

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

## **SECTION 25 – DEFAULT**

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

#### **SECTION 26 – WAIVER**

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

#### **SECTION 27 – LAW TO GOVERN; VENUE**

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

#### **SECTION 28 – SEVERABILITY**

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

#### **SECTION 29 – THIRD PARTY BENEFICIARIES**

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

#### **SECTION 30 – STATUTES OF LIMITATION**

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

#### **SECTION 31 – SPECIAL PROVISIONS**

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

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

Consultant:

City:

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

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

Name: \_\_\_\_\_

Name: Mark T. Prestwich

Title: \_\_\_\_\_

Title: City Manager

Approved as to Form:

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

Name: Thomas B. Brown

Title: City Attorney

## Exhibit A - Scope of Work

May 28, 2019  
 Mark Prestwich, City Manager  
 1480 Main Street  
 St Helena, CA 94574



**Re: Architectural Feasibility/Visioning Study of Library, City Hall and Recreational Facilities  
 City of St Helena**

Dear Mr. Prestwich,

Noll & Tam Architects is pleased to present our proposal for architectural consulting services for this project. This proposal is based upon the RFP and Addendum 1 dated Feb 22, 2019 and subsequent conversations with you after we were selected for the project. Our understanding and proposed scope of work and design fees are summarized below.

**Project Description:**

**Phase I:** Initial civic facilities feasibility planning and visioning for the Library, City Hall and Recreational facilities for the City of St Helena.

**Project Objective:** Facilitate community consensus toward a course of action for each of the three civic facilities.

**Anticipated Schedule:** 5-6 months for study completion and recommendations for Phase II design development and implementation.

**Phase I -Scope of Work:**

Phase I will include the following tasks:

1. **Needs Assessment** for the library, city hall and recreational facilities based on interviews with city staff, community input and design team's expertise with these building types. Extensive data collection or statistically reliable surveys are not included in this scope.
2. **Site analysis** at the macro level of the entire town, and at specifically identified civic sites that include the Adams Street property, City Hall and Lyman Park site, and the Crane Park site as identified in the SHAPE report. Site analysis will also include mapping of existing cultural and social nodes, constraints, underutilized areas, traffic patterns, development zones, etc., that influence the town's viability and vitality. Analysis will be based on city staff and community input and the design team's observations.
3. **Space programming:** preparation of proposed space program options for the library, city hall, and recreation facilities. Options will be first developed from the SHAPE report recommendations and the needs assessment task as described above. Space program options may include combined or shared facilities between the three facility types that develop out of community and task force input and current trends appropriate to St. Helena.

4. **Site Test fits:** Specific sites will be test fit for the space programs as determined in task 3 above. Test fits will be diagrams showing relationship of building footprint to public outdoor space design, parking, circulation, and required setbacks. These site masterplan diagram options will be narrowed to 2-3 options for further development.
  
5. **Conceptual site plan /floorplans :** 2-3 site master plan options, that each include a library, City Hall, and community recreation facility component, will be developed into more detailed but still conceptual site and floor plans illustrating options for the space program(s) as defined in task 3 above.  
Design team will facilitate a process that assists the task force and City staff to prioritize which facility should be implemented first, with a phasing strategy for all three facilities.
  
6. **Massing and 3D architectural character sketches:** Conceptual massing sketches will be developed for up to (3) selected masterplan options from task 5 above.  
(2-3) Architectural character sketches will be developed for the selected priority concept building option that will be developed in Phase 2.
  
7. **Conceptual Construction Cost Estimates**  
Up to (3) concept construction cost estimates for the selected masterplan options from task 5 above. Estimates will be largely based on square foot unit costs appropriate to the building type, quality of construction, regional market conditions, and will include appropriate contingencies. We will review and confirm cost assumptions with the City prior to submitting to our estimator. Note that our estimator's work does not include establishing detailed project soft costs that are in addition to construction costs. However, we can assist the city in identifying what the soft costs might be and can suggest an appropriate percentage of construction cost for a soft cost allowance.
  
8. **Community Process**
  - a. Individual interviews with each council member- one or two at a time so as not to incur the Brown Act.
  - b. Interviews with key city staff representing the library, city hall and rec facilities.
  - c. 2-day storefront community "drop-in" with invited speed interviews of individual citizens.
  - d. Series of 4-5 Guest Speakers open to the community, scheduled during the 2-day storefront or another date mutually agreeable to the City and the design team.  
Key experts bring their perspectives and describe trends and key issues pertinent to this project.  
Includes: Library expert from librarian perspective; Recreation planner expert; Civil environmental engineering expert in sustainable land planning, and Urban planners presenting our initial overall site analysis of St Helena. Guest speakers selected will be in collaboration with the City.
  - e. (1) open community meeting/ workshop to get input on setting priorities and to narrow down to 1-2 preferred master plan options, and a preferred sequence of phasing for each community facility.

9. **Meetings** included

- (1) Kick off meeting with Task force and City
- (4) Task Force on site
- (4) City Manager/City staff progress- on site, same day prior to task force meeting.  
(Other meetings will be via conference call)
- (2) City Council presentations

**Consultants** Included in this contract

- 1. WRT, Urban Planning & Landscape Architects
- 2. MACK 5, Cost estimators
- 3. Penny Hummel, Librarian and library programmer
- 4. Darin Barr, Ballad-King, Recreation planning consultant
- 5. Drew Norton, Sherwood (Civil) Design Engineers

**City's responsibility to provide**

- 1. Establishing a task force committee of 12-15 (in collaboration with design team)
- 2. Surveys of specified city properties for consideration of new or renovation facilities
- 3. Floor plans of the existing library and City Hall
- 4. Local Spanish translators, if required
- 5. City Building Assessment reports, including structural and MEP assessment of existing library
- 6. Procurement of a storefront on Main street for a two-day community drop-in engagement and the movie theater on Main Street for the guest speaker event, if possible.

**Exclusions**

(Services or work products not noted above can be provided upon request as an additional service.)

- 1. Engineering consultants not included above
- 2. Operational Analysis for recreational facilities
- 3. Economic Impact projections
- 4. Statistically valid polling
- 5. Online surveys
- 6. Community outreach mailings or web design
- 7. Additional building assessments of the existing library, city hall or other city facilities
- 8. Physical models
- 9. Fund raising materials
- 10. Professional renderings



**Deliverables:**

1. Materials as required for Community storefront, guest speakers, and community meeting/workshop
2. Space program options
3. Site Analysis context mapping of St Helena overall
4. Initial Test fit Site diagrams illustrating SHAPE top 3-4 scenarios (specific city sites)
5. 3-4 site masterplans with concept floor plans for each community facility based on space program options
6. Criteria for assessing concept options
7. 3D Massing site sketches for 3 priority master plan options
8. 2-3 perspective sketches with architectural character for one priority building option that will most likely be developed in Phase 2.
9. Conceptual construction cost estimates for up to (3) master plan options.
10. Final feasibility study report- executive summary with recommendations and collection of materials from the study process.

**Compensation:**

We propose to perform the work described above for a lump sum of \$249,570 with a \$6000 reimbursable expense allowance as detailed on the attached fee proposal. Thank you for considering us for this project. We look forward to the opportunity to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet Tam". The signature is fluid and cursive, with the first name "Janet" and last name "Tam" clearly distinguishable.

Janet Tam

Principal, Noll & Tam Architects



## Civic Facilities Feasibility/Visioning Study

City of St Helena  
5/28/2019

### Phase I

### TOTALS

| Basic Service                         | Consultant            |                  |
|---------------------------------------|-----------------------|------------------|
| Architectural Services                | Noll & Tam Architects | \$139,570        |
| Urban Planning/Landscape Architect    | WRT                   | \$74,800         |
| Civil Engineering                     | Sherwood              | \$9,350          |
| Cost Estimating                       | Mack5                 | \$14,850         |
| Library Consultant                    | Penny Hummel          | \$5,500          |
| Rec facility Planning Consultant      | Ballard King          | \$5,500          |
| <b>Subtotal Basic Services</b>        |                       | <b>\$249,570</b> |
| <b>Reimbursable Expense Allowance</b> |                       | <b>\$6,000</b>   |
| <b>TOTAL</b>                          |                       | <b>\$255,570</b> |

## **CITY OF ST. HELENA**

### **RESOLUTION NO. 2019-**

**Resolution (1) Awarding a Contract to Noll & Tam Architects in the amount of \$255,570 plus 10% Contingencies for Phase 1 Architectural Feasibility/Visioning Study of the Library, City Hall, and a Conceptual Recreation Facilities and (2) Authorizing a Budget Increase of \$248,517 to Account #101-4000-2130 in FY 2018-19 and use of General Fund Unrestricted Reserves of the Same and a Budget Increase of \$32,610 to Account #713-4000-2130.**

### **RECITALS**

A. In late 2017, the St. Helena City Council convened an 11-member citizen St. Helena Assets Planning Engagement (SHAPE) Committee to analyze the City's built facilities and assist with prioritizing capital improvements and identifying opportunities; and

B. On May 26, 2018, the SHAPE Committee issued their final report; and

C. On September 17, 2018, the City Council provided direction to move forward with (1) feasibility planning for a new blended-use City Hall facility on the existing City Hall site, (2) space planning and facility visioning for its Library, including possible design modifications, and (3) preliminary planning for a conceptual new Recreation Facility in Crane Park; and

D. Following City Council direction, staff initiated efforts to develop a scope of work and solicit feasibility planning services for a rebuilt City Hall, a re-imagined Library, and conceptual new Recreation facility; and

E. A single Request for Proposal (RFP) was utilized to coordinate and manage the various planning initiatives associated with each facility; and

F. The City received proposals from seven firms, six of the seven firms were invited to interviews, and five of the firms participated; and

G. Following initial interviews, a review committee consisting of Council Members Chouteau and Koberstein, the City Manager, Library Director, Recreation Director, and library and parks and recreation stakeholders narrowed the prospective firms to two; and

H. Following site visits of libraries/facilities planned by each architectural firm, the review committee unanimously recommended the City select Noll & Tam Architects for Phase 1 assessment and visioning; and

I. Pursuant to St Helena Municipal Code Sections 3.04.320-340, professional services shall be procured through negotiated contract with firms who have demonstrated an adequate level of experience, competence, staffing, and other professional qualifications necessary for more than a satisfactory performance of the services required.

### RESOLUTION

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

1. Approval of the Professional Services Agreement is not a CEQA project; and
2. The City Manager is authorized to execute the Professional Services Agreement with Noll & Tam, in an amount not-to-exceed \$255,570 for Architectural Feasibility/Visioning Study of Library, City Hall, and Recreational Facilities for the City of St. Helena; and
3. The City Manager is authorized to execute Amendments to the Agreement in an amount not-to-exceed 10%; and
4. Authorizes a budget increase to Account #101-4000-2130 in the amount of \$248,517 and use of General Fund Unrestricted Reserves of the same; and
5. Authorizes a budget increase to Account #713-4000-2130 in the amount of \$32,610.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019, by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Tzaferopoulos, City Clerk





**CITY COUNCIL MEETING**  
**MAY 28TH, 2019**

# **FEASIBILITY PLANNING/ VISIONING FOR LIBRARY, CITY HALL, AND RECREATION FACILITIES**

**CITY OF ST. HELENA**

**NOLL & TAM ARCHITECTS**

**Janet Tam**  
Principal In Charge

**WRT**  
Town Planners/  
Landscape Architect

**Sherwood Design Engineers**  
Civil Engineers

**MACK 5**  
Cost Estimators



# PROJECT OVERVIEW

## DESIGN TEAM CONTRACT

### Phase 1: Scope of work

Feasibility, Planning & Visioning Masterplan Study for the Library, City Hall, and Recreational Facility for St Helena

### Project Objective

Facilitate community consensus toward a course of action for each of these three civic facilities and a phasing plan for Phase 2 implementation.

### Project Deliverables:

(3) Master Plan options with ROM (rough order of magnitude) cost estimates that can be narrowed to one phased masterplan.

# PROJECT WORKPLAN

**MAY 29<sup>TH</sup>** Steering Committee Kick-Off

**2019**

## **JUNE**

Needs Assessment (NT)  
Site Analysis (WRT/NT)

## **JULY**

Space Programming (NT)  
Site Test Fits (NT/WRT)

## **AUGUST**

Develop (3) Masterplan Options,  
Concept floor plans+massing (NT/WRT)

## **SEPTEMBER**

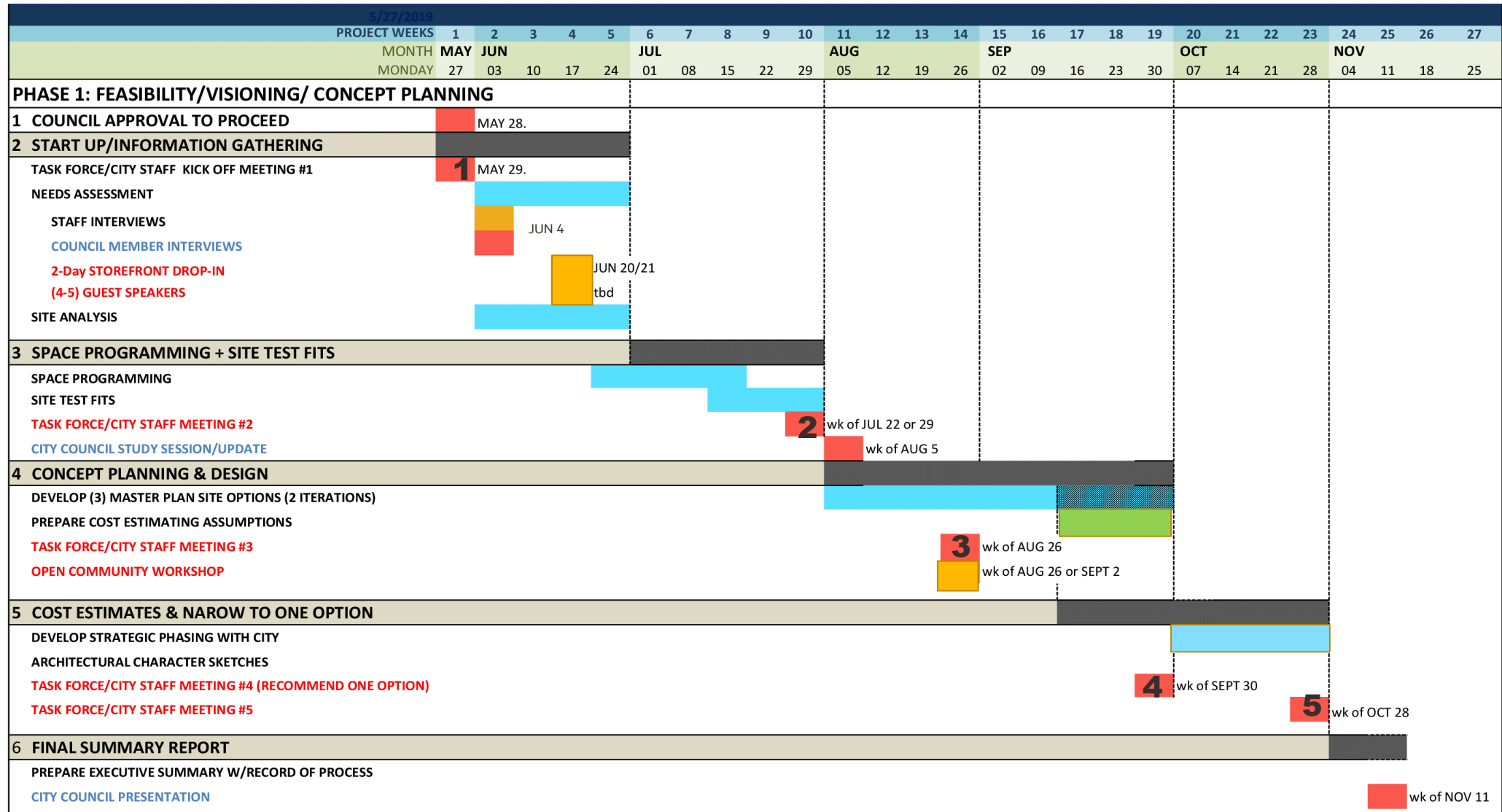
Concept cost estimates for  
Masterplan options (Mack 5)  
**Narrow to one Masterplan option**

## **OCTOBER**

Architectural Character for priority  
building (NT)

## **to mid-NOVEMBER**

Final Summary Report



## PROPOSED SCHEDULE

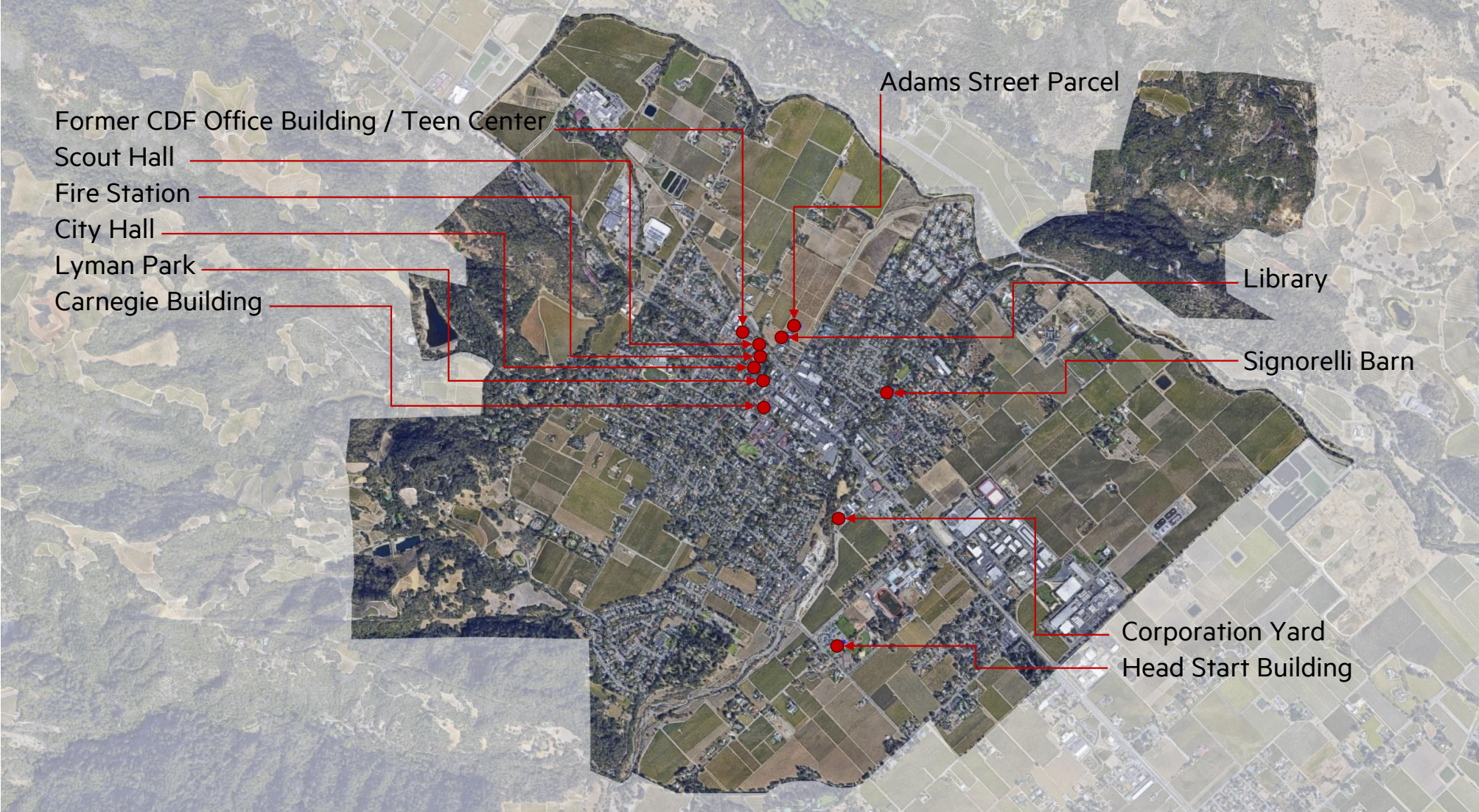
## ST HELENA FEASIBILITY PLANING/VISIONING FOR CIVIC FACILITIES

# PROJECT OVERVIEW

## PROJECT OPPORTUNITY

- The City's system of civic facilities is more than a real estate asset, but also core to St. Helena's identity, community & evolution.
- How can St. Helena's key civic institutions support the "soul" of St. Helena and contribute toward the quality of life for its community into the future?

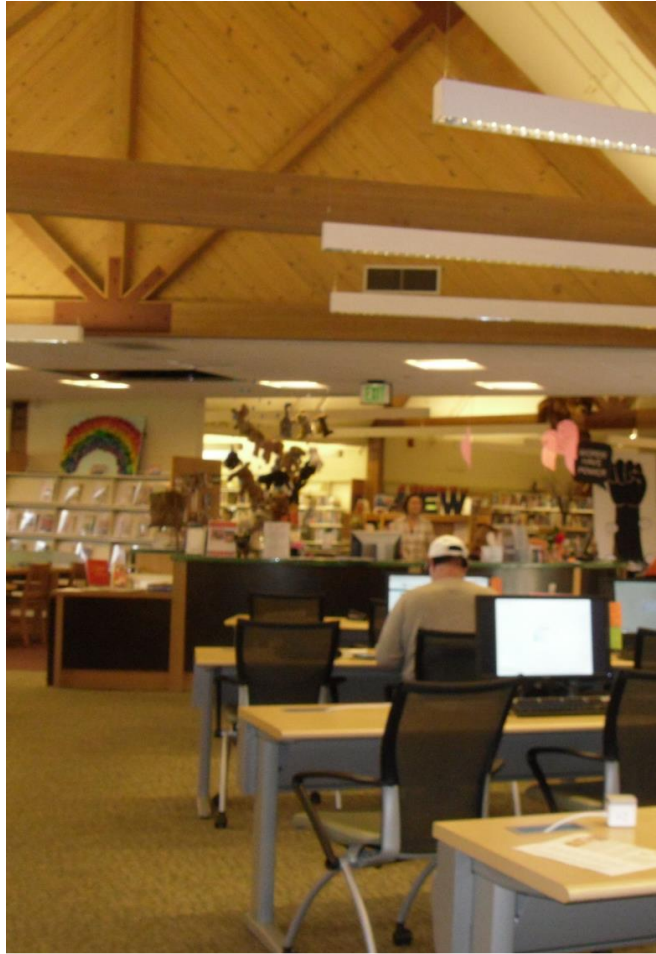




**ST. HELENA**

ST HELENA FEASIBILITY PLANING/VISIONING FOR CIVIC FACILITIES

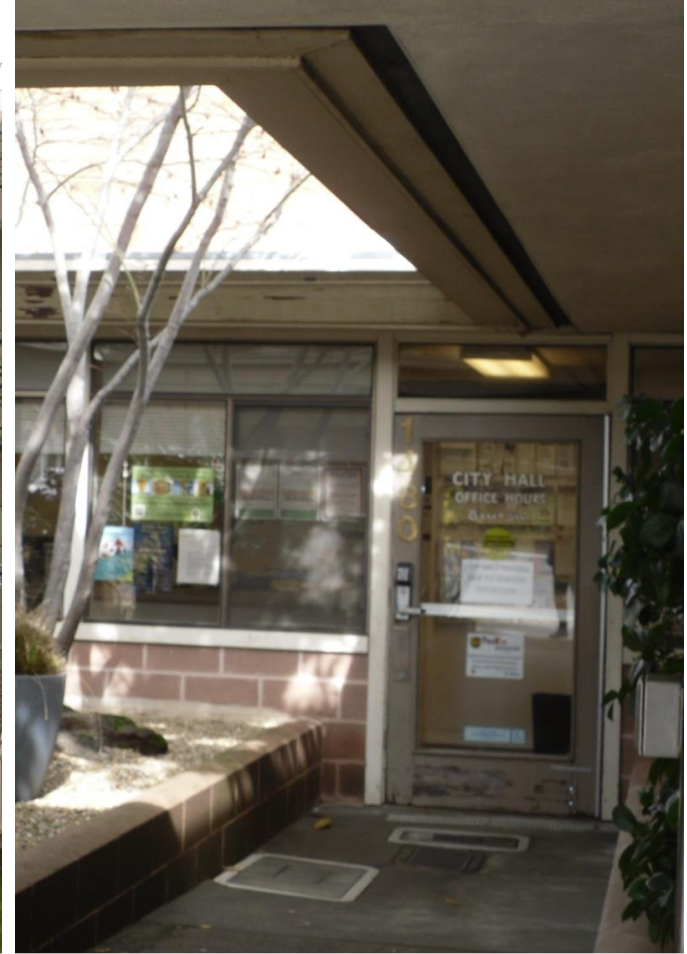




LIBRARY



COMMUNITY/REC CENTER



CIVIC ADMINSTRATIVE  
OFFICES

EXISTING KEY CIVIC FACILITIES

ST HELENA FEASIBILITY PLANING/VISIONING FOR CIVIC FACILTITIES



## REIMAGINING ST HELENA'S CIVIC PLACES



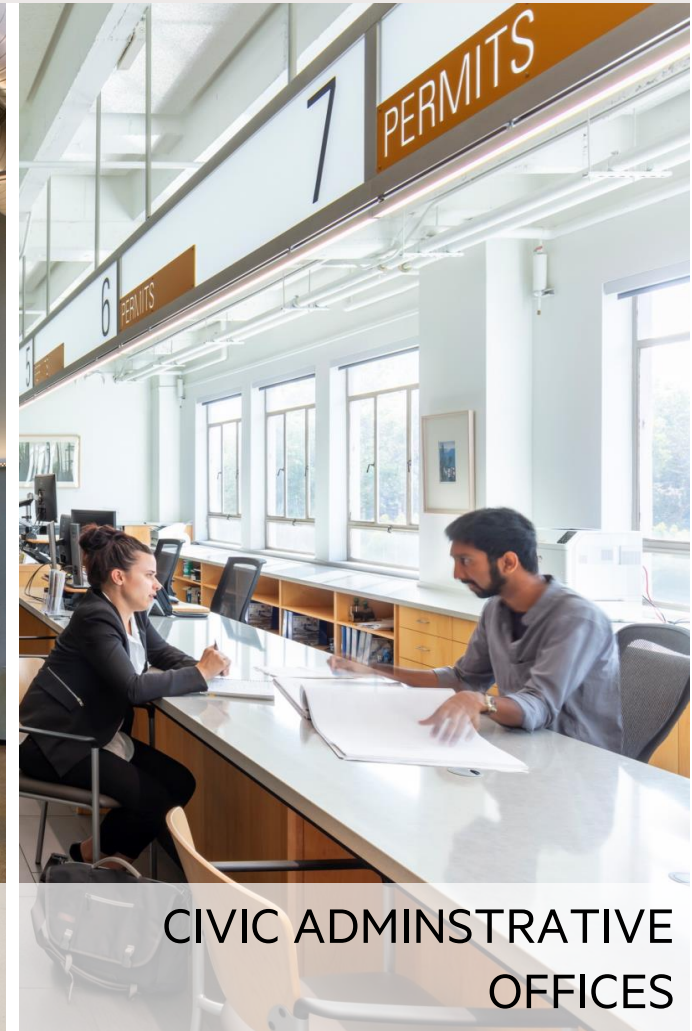
LIBRARY

NOLL & TAM ARCHITECTS



COMMUNITY/REC CENTER

ST HELENA FEASIBILITY PLANING/VISIONING FOR CIVIC FACILITIES



CIVIC ADMINSTRATIVE  
OFFICES





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Old Business**

**Subject:** Consideration and proposed approval of a resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2019-075 in the amount of \$106,600 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not to exceed amount of \$635,600

**CEQA Determination:** CEQA will be completed as part of project design

**Prepared By:** Erica Ahmann Smithies, Public Works Director and City Engineer

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

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**BACKGROUND**

On December 11, 2018, City Council approved a STH Contract: FY 2019-075 with BKF in the amount of \$529,000 for engineering and landscaping services for the St. Helena Downtown Street Improvements. The project includes two components.

**Component One - Streetscape/Landscape**

Design of a St. Helena Downtown Streetscape Plan to address the downtown area depicted in Attachments 4 and 5 as well as addressing (1) the connecting public alleyways between Main Street (Highway 29) and Railroad Avenue, (2) the connecting public alleyways on Money Way, and (3) the alleyways between Main Street and Oak Avenue in downtown St. Helena. This is consistent with the Council's recently approved Downtown Economic Strategy to fundamentally enhance downtown public infrastructure, the pedestrian experience, and foster economic vitality through improved placemaking.

Component Two - Engineering/Design and Construction Plans

The second component is to deliver detailed engineering/design and construction plans for the improvements on Main Street from approximately Mitchell Drive to Pine Street based on the approved Downtown Streetscape Plan. BKF will be responsible for coordination with the City and Caltrans throughout the process as well as providing public outreach on the project. The downtown sidewalk portion of the project will include, in general, replacement of sidewalks, improving landscaping (trees), street furnishings, bulb outs, irrigation, electrical, and review of existing City sewer and water facilities and replacing services as appropriate.

Currently, CIP R18-81 project is funded by multiple sources: One Bay Area Grant Round II (Federal-Aid), SB1, Measure T, and the General Fund. Federal-aid funds are strictly limited to the construction phase of the Downtown Sidewalk Improvements.

**DISCUSSION**

After a series of workshop meetings held with a steering committee, stakeholders, and community pop-ups encouraging input on the project, additional components have been recommended to be included with the downtown streetscape improvements. In addition, staff received costs to complete the Napa Valley Vine Trail School to School Feasibility Study on Oak Avenue for the Napa Valley Vine Trail through the City of St. Helena which was discussed at City Council on October 23, 2018. The additional tasks and costs are summarized below and are an Exhibit to the attached Amendment No. 1:

|        |                                                                                             |                  |
|--------|---------------------------------------------------------------------------------------------|------------------|
| Item 1 | Napa Valley Vine Trail School to School Feasibility Study                                   | \$32,500         |
| Item 2 | Fiber Light Pole Coordination                                                               | \$8,700          |
| Item 3 | Southern Gateway Study                                                                      | \$18,000         |
| Item 4 | Restroom Study                                                                              | \$2,150          |
| Item 5 | Caltrans Cultural Resources within Highway 29/Main Street (needed for CEQA/NEPA compliance) | \$42,745         |
|        | Reimbursable Allowance                                                                      | \$2,505          |
|        | <b>Total Amendment No. 1</b>                                                                | <b>\$106,600</b> |

Alternate downtown improvement opportunities have been shown in the proposed Amendment No. 1, but are not being considered until funding is identified through a potential public private partnership. Staff are actively pursuing a local partnership, but an update was not available at the time of the staff report being published. The additional tasks are as follows:

|        |                                    |          |
|--------|------------------------------------|----------|
| Item A | Extension to Grayson Concept Study | \$59,600 |
| Item B | Napa Wine Train Corridor Study     | \$26,490 |

Staff recommends the additional tasks identified for Amendment No. 1 be approved and if additional funding is identified for the alternate tasks that they will be brought back to City Council for further consideration.

**FISCAL IMPACT**

The Downtown Sidewalk Improvements, City Project No. R18-81 is included in the FY 2018-19 adopted five-year Capital Improvement Program (CIP) and costs associated with the project are continued in the FY 2019-20 budget. BKF's total contract including Amendment No. 1 will be for an amount not to exceed \$635,600.

The additional funding for Amendment No. 1 is available using Measure T and Senate Bill (SB1) funds. In addition, the Napa Valley Vine Trail will be providing a 50% cost share for the school to school study through a reimbursement agreement that is currently being drafted for City Attorney review. The reimbursement agreement will be for less than \$25,000 and will be executed by the City Manager.

All funds for this project are included in the Streets CIP Fund 741 in the FY 2019-20 budget cycle.

**RECOMMENDED ACTION**

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2019-075 in the amount of \$106,600 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not to exceed amount of \$635,600

**ATTACHMENTS**

[Attachment 1: BKF Amendment No. 1 Resolution](#)

[Attachment 2: Amendment No. 1 BKF](#)

[Attachment 3: Exhibit A-1 and Exhibit B-1](#)

[Attachment 4: Downtown Streetscape Plan Project Area](#)

[Attachment 5: Downtown Sidewalk Improvements Project Area](#)

## **CITY OF ST. HELENA**

### **RESOLUTION No. 2019-**

**Authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY 2019-075 in the amount of \$106,600 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements, for a total not-to-exceed amount of \$635,600**

### **RECITALS**

- A. The City of St. Helena requires engineering and landscape architect services in order to provide plans, specifications, and construction estimates for the St. Helena Downtown Sidewalk Improvements, CIP Project No. R18-81; and
- B. On December 11, 2018, City Council approved a STH Contract: FY 2019-075 with BKF in the amount of \$529,000 for engineering and landscaping services for the St. Helena Downtown Street Improvements; and
- C. After a series of workshop meetings held with a steering committee, stakeholders, and community pop-ups encouraging input on the project, additional components have been recommended to be included with the downtown streetscape improvements; and
- D. On October 23, 2018, City Council discussed the Napa Valley Vine Trail's School to School Feasibility Study on Oak Avenue and a 50% cost share to complete the work; and
- E. Staff has received a proposal to complete all additional work elements identified as Items 1-5 in Amendment No. 1 for an amount not to exceed \$106,600; and
- F. Additional funds needed for design will be included in the Fiscal Year 2019-20 CIP budget for CIP R18-81; and
- G. Funding for the increase is available through the use of Measure T funds, Senate Bill 1 (SB1) funds and a reimbursement agreement with the Napa Valley Vine Trail.

### **RESOLUTION**

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

1. Authorizes the City Manager to execute Amendment No.1 to STH Contract: FY 2019-075 in the amount of \$106,600 to the Professional Services Agreement with BKF for the St. Helena Downtown Street Improvements. The total amended not-to-exceed amount of the agreement will be \$635,600.

Approved at a Regular Meeting of the St. Helena City Council on May 28, 2019 by the following vote:

|                           |       |
|---------------------------|-------|
| Mayor Ellsworth:          | _____ |
| Vice Mayor Dohring:       | _____ |
| Councilmember Koberstein: | _____ |
| Councilmember Chouteau:   | _____ |
| Councilmember Knudsen:    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Geoff Ellsworth, Mayor

\_\_\_\_\_  
Cindy Tzafoopoulos, City Clerk

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH BKF  
FOR PROFESSIONAL SERVICES FOR DOWNTOWN STREETScape IMPROVEMENTS  
AS PART OF CAPITAL IMPROVEMENT PROJECT R18-81**

This Amendment No. 1 to Agreement for Professional services is made effective on December 11, 2018 by and between the City of St. Helena, a municipal corporation ("City"), and BKF ("Consultant").

**RECITALS**

- A. Pursuant to the terms of the written Agreement between City and Consultant, dated December 11, 2018, and approved by Resolution No. 2018-176, dated December 11, 2018, the City entered into a Professional Services Agreement with Consultant for \$529,000.00 ("Agreement") regarding the City's Downtown Streetscape Improvements Project ("Project"). The Project is part of the City's Capital Improvement Project R18-81; and
- B. The Agreement's current Scope of Services do not include the funds or the additional work that have been identified to complete the environmental scope of work for the implementation of Project R18-81 nor the additional work identified during the preliminary design of the project; and
- C. City and Consultant now desire to amend the Agreement to include, as part of the Downtown Streetscape Improvements, Capital Improvement Project R18-81, the additional scope required; and
- D. The Consultant has represented it has the necessary expertise, experience, and qualifications to perform the additional services for the Project; and

**TERMS**

- A. Parties agree to amend Section 1, "Basic Services" of the Agreement and Amendment No. 1, to provide additional services, as outlined in Exhibit A-1, "Scope of Services" attached hereto.
- B. Section 4.A of the Agreement is amended to read as follows: "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in Exhibit B-1, "Compensation" attached hereto and made a part hereof." The "Total compensation shall not exceed" specified in Section 4.A is amended as follows:

|                           |                     |
|---------------------------|---------------------|
| Original Agreement Amount | \$529,000.00        |
| <u>Amendment No. 1</u>    | <u>\$106,600.00</u> |
| <b>Total Compensation</b> | <b>\$635,600.00</b> |

Total compensation shall not exceed \$635,600.00, unless prior additional compensation is approved in writing in accordance with Section 2.

- C. The Agreement, as modified by this Amendment No. 1, constitutes the entire agreement between City and Consultant. Except as expressly set forth in the Amendment No. 1, the Agreement has not been modified, changed, altered, or amended, and is in full force and effect.

Entered as of the day and year first above stated.

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

**CONSULTANT:**

BKF  
1646 North California Boulevard, Suite 400  
Walnut Creek, CA. 94596

*Signatures of Authorized Persons:*

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

Print Name: Daniel Schafer

Title: Principal/Vice President

**CITY OF ST. HELENA**  
a Municipal Corporation

By: \_\_\_\_\_  
Mark T. Prestwich, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas B. Brown, City Attorney

ATTEST:  
  
\_\_\_\_\_  
City Clerk

Attachments:

- Exhibit A-1: Scope of Services
- Exhibit B-1: Compensation



## EXHIBIT A-1

### ITEM 1: NAPA VALLEY VINE TRAIL TO SCHOOL FEASIBILITY STUDY

The St Helena Vine Trail Connector School to School Feasibility Study is intended to develop a preliminary plan to link St. Helena High School with Robert Louis Stevenson Middle School and connecting to existing Vine Trail alignments at Adams Street/Library Land and/or Madrona Avenue/Fulton Lane. The scope is based on the description and exhibit contained in the Helena Vine Trail Connector School to School Feasibility Study Project Understanding and Scope of Work dated 2.19.19

#### **Task 1: Site Assessment**

During this task, our team will develop data to understand the project's opportunities and constraints, which will serve as a basis to define the alignment. Our objectives during this task include:

- Perform a site assessment to understand topographic, boundary, and utility constraints.
- Review existing property line and physical improvements within the corridor(s).

#### **Objective 1 - Initial Site Assessment**

- A. Data Compilation and Mapping.** BKF will obtain and review digital files and prepare a GIS map for the route study, including the most detailed and accurate publicly available aerial photo, lidar topo, and property/ROW lines from City of St Helena.
- B. Data Collection and Field Review.** The team will review the records from City of St. Helena, and the public utilities to obtain property line, utility data, and other appurtenant information to create a base plan. BKF will field walk the site to create a photographic log along the corridor. During the walk, we will review horizontal and vertical issues and note potential areas of conflict or concern with regards to an alignment. We will take notes of any potential public/private conflicts within rights-of-way. The field reconnaissance will assess existing conditions as well as the trail experience.

**Meetings:** City of St. Helena: One Kickoff Meeting and One Review Meeting

#### **Task 2: Route Study Report**

Using the data collected in Task 1, the team will prepare preliminary alignments to define the project option and issues. Our objectives during this Task include:

- Complete a planning analysis to identify potential alignment alternatives
- Analyze the alternatives to define the Basis of Design, conceptual construction cost, and right of way needs;
- Work with the committee to establish a preferred alignment

#### **Objective 1 - Define Preliminary Alignments and Preliminary Route Study Report**

Based on the information available, site walks, and input by the City on potential property owner issues, BKF will develop preliminary alignments to address the desired trail outcome. We will provide exhibits

showing conflicts between existing conditions and proposed design. Gates will review the route study for connectivity and landscape/placemaking opportunities.

Along with the plan hardcopies, we will prepare a memorandum report summarizing study objectives, existing conditions of the route, and conceptual approach to creating the path in the typical or special conditions that occur on the route. The typical conditions and conceptual solutions will be illustrated with photos and sketch cross-sections.

A summary cost/benefit/feasibility analyses will aid the stakeholders in analyzing the alternatives.

#### **Objective 2 – Finalize Alignment and Report:**

BKF will meet with the City, Vine Trail staff, and stakeholders to review the alignments and comments for the committee. Based on these comments, BKF will finalize the alignment and report to provide a recommendation on the preferred alternative.

**Deliverables:** We will provide the basis of design report, plans, conceptual costs report, and conceptual studies in an electronic and hard copy (1) titled.

**Meetings:** City, Vine Trail Staff, and Stakeholders: up to two Review Meetings

### **ITEM 2: FIBER LIGHT POLE COORDINATION**

The City would like to investigate the opportunity of installing fiber in the Downtown Area's street lights to complete a dark fiber network. Illumination Technologies is interested in deploying 5G technology infrastructure in concert with the downtown streetscape project.

Our objectives during this task include:

- Review with the fiber company the potential for using the existing Light Poles; and
- Develop a conceptual trench and network scheme to accommodate the fiber

Initial Site Assessment Scope includes:

**A. Fiber Coordination.** BKF will work with the Fiber Company and the City to assess the feasibility for providing a fiber network in deploying the 5G technology.

**B. Conceptual Scheme Validation.** BKF will review the requirements for the fiber network area, criteria for the light poles (height, diameter, etc.), pull boxes, and associated infrastructure.

**Meetings:** City of St. Helena: One Kickoff Meeting and One Review Meeting

### **ITEM 3: SOUTHERN GATEWAY STUDY**

During this task, our team will develop project's opportunities and constraints to serve as a basis for defining potential gateways and gateway art. Our objectives during this task include:

1. Perform a site assessment to understand topographic, boundary, and utility constraints.
2. Review existing property line and physical improvements within the corridor(s).
3. Coordinate with team and City regarding feasibility of potential gateway locations
4. Formulate Concept Studies of St Helena Southern Gateway
  - a. Preferred Locations Diagram
  - b. (2) Concepts for Gateway Element
  - c. Character Images Exhibit
  - d. Materials and Finishes Exhibit
5. Determine preferred Concepts
6. Develop Preferred Southern Gateway Concept
  - a. Conceptual Details
  - b. Perspective Rendering
  - c. Materials Palette
7. Present Preferred Concepts

**Deliverables:**

- Concept Study of St Helena Southern Gateway
- Preferred Gateway Concept

**Meetings:**

1. Meetings to determine preferred Concepts
  - a. (1) Meeting/Presentation with "Stakeholders" (Service Clubs, Beautification Foundation, Community Members)
  - b. (2) Go-To Meetings to review Concepts
2. Meetings to present Preferred Concepts
  - a. (1) Meeting/Presentation with "Stakeholders" (Service Clubs, Beautification Foundation, Community Members)
  - b. (1) Presentation to City Council

**ITEM 4: RESTROOM STUDY**

Our objectives for this study is to evaluate the potential for a public restroom within the downtown core area. Work includes:

1. Input on type of structure
2. Design and style suggestions for structure
3. Evaluation of proposed location and alignment with downtown project
4. Include graphic presentation with community meetings
5. Provide summary of insights for presentation by City to the Council

**Deliverables:** Concept Study

**ITEM 5: CULTURAL STUDY FOR CALTRANS ENVIRONMENTAL REVIEW**

Work needed to comply with Caltrans required Historic Property Survey Report (HPSR), Archaeological Study Report (ASR), Historic Resource Evaluation Report (HRER), and Finding of Effect (FOE) report for the City of St. Helena's Main Street St. Helena Downtown Improvements project (Grant funded project).

This study includes only the work proposed along Main Street; future work may be required if the project extends to Oak Avenue, Railroad Avenue, Spring Street, Adams Street or other local roadways.

The work is based on hiring a subconsultant, Evans & De Shazo, Inc. who specializes in these areas. The scope includes:

1. Archaeological Study Report (ASR)
  - a. Mapping
  - b. Sacred Lands Inventory & Native American Consultation
  - c. Records Search
  - d. Field Survey
  - e. Reporting
2. Historic Resource Evaluation Report (HRER)
  - a. Mapping
  - b. Records Search
  - c. Historic Resource Survey
  - d. Reporting
3. Historic Property Survey Report (HPSR)
4. Finding of Effect (FOE)

**Deliverables:**

- Historic Property Survey Report (HPSR)
- Archaeological Study Report (ASR)
- Historic Resource Evaluation Report (HRER)
- Finding of Effect (FOE)

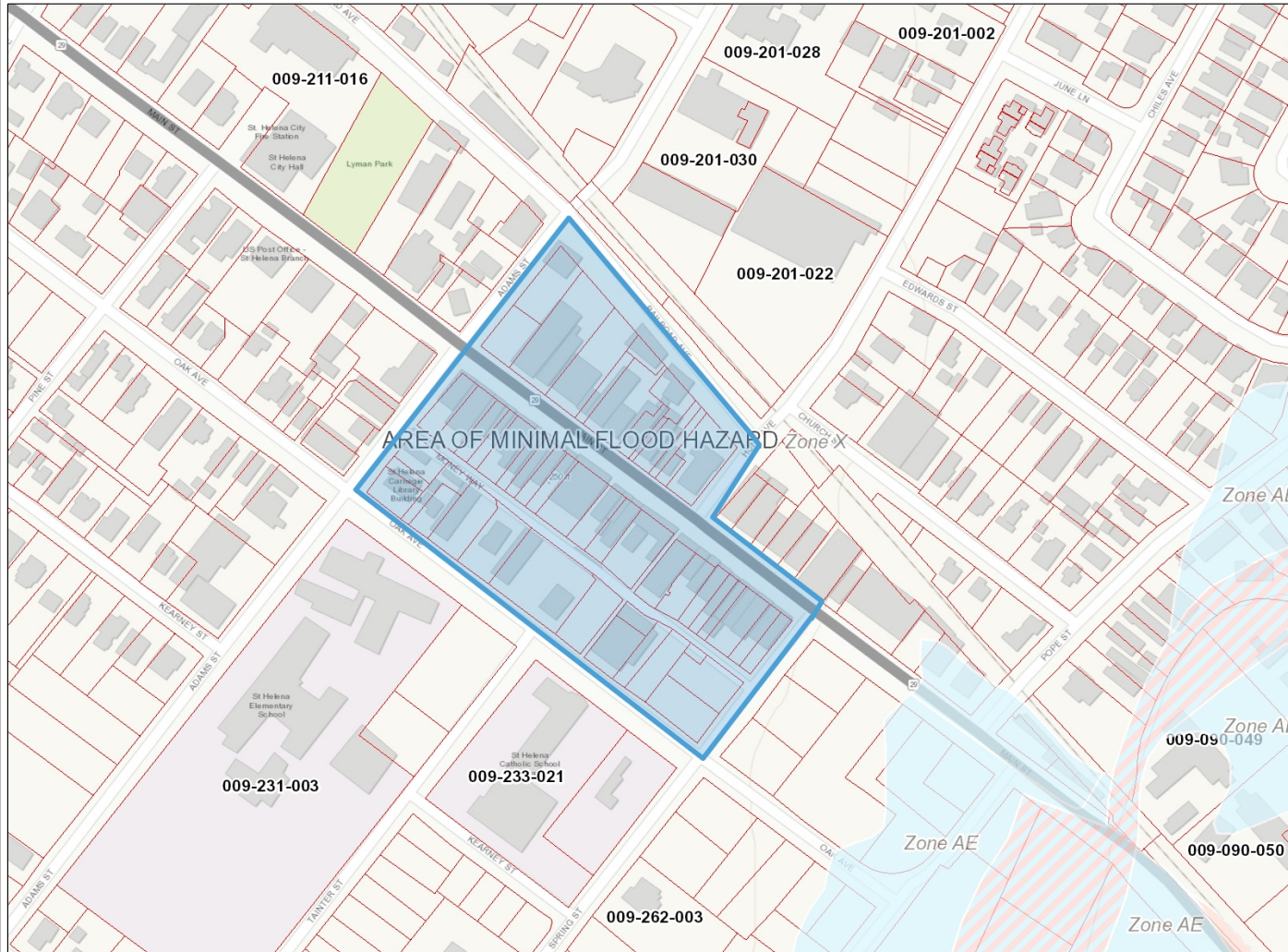
**Meetings:** Architectural Historian (12 hours) and Archeologist (8 hours)

**EXHIBIT B-1****St. Helena Downtown Amendment Scope Items**

|                                                                              | <b>BKF<br/>Engineers</b><br><br>PM, Surveying,<br>Civil Design | <b>Gates &amp;<br/>Associates</b><br><br>Urban Design &<br>Landscaping | <b>M-Group</b><br><br>Environmental | <b>Evans &amp; De<br/>Shazo<br/>(New Team<br/>Member)</b><br><br>Historic<br>Preservation | <b>Total</b>      |
|------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------|-------------------|
| <b>Item 1: Napa Valley Vine Trail School to<br/>School Feasibility Study</b> | \$ 30,000                                                      | \$ 2,500                                                               | \$ -                                | \$ -                                                                                      | \$ 32,500         |
| <b>Item 2: Fiber Light Pole Coordination</b>                                 | \$ 7,200                                                       | \$ 1,500                                                               | \$ -                                | \$ -                                                                                      | \$ 8,700          |
| <b>Item 3: Southern Gateway Study</b>                                        | \$ 3,200                                                       | \$ 14,800                                                              | \$ -                                | \$ -                                                                                      | \$ 18,000         |
| <b>Item 4: Restroom Study</b>                                                | \$ -                                                           | \$ 2,150                                                               | \$ -                                | \$ -                                                                                      | \$ 2,150          |
| <b>Item 5: Caltrans Cultural Resources within<br/>Highway 29 Only</b>        | \$ -                                                           | \$ -                                                                   | \$ -                                | \$ 42,745                                                                                 | \$ 42,745         |
| <b>Reimbursable Allowance</b>                                                |                                                                |                                                                        |                                     |                                                                                           | \$ 2,505          |
| <b>Total Contract Amendment Items</b>                                        | <b>\$ 40,400</b>                                               | <b>\$ 20,950</b>                                                       | <b>\$ -</b>                         | <b>\$ 42,745</b>                                                                          | <b>\$ 106,600</b> |



# St. Helena Downtown Streetscape Plan



## Legend

### Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Level

- Parcels
- County Boundary

752.3 0 376.17 752.3 Feet

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 9/25/2018

## Notes





## St. Helena Downtown Sidewalk Improvements



### Legend

#### Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

- Parcels
- County Boundary

752.3 0 376.17 752.3 Feet

Disclaimer: This map was prepared for informational purposes only.  
No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 9/25/2018

### Notes





Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Old Business**

**Subject: Discussion and Direction Regarding Conditions, Community Values, and RFQ/RFP Process Related to Possible Future Lease or Sale of Adams Street Property**

**CEQA Determination:** Not a CEQA project

**Prepared By:** Mark T. Prestwich, City Manager

**Reviewed By:** April Mitts, Finance Director

**Approved By:** April Mitts, Finance Director

**BACKGROUND**

Civic Asset Needs and Funding Strategies

Beginning in late 2015, the City embarked on a Request for Proposal Process for the possible development of the approximately 5.6-acre City owned Adams Street property (APN 009-150-006). In August 2016, three proposals were received in response to an eventual RFP. Review of the proposals was placed on hold after the November 2016 election and resumed in March 2017, ending in a decision in mid-2017 that acknowledged a need to pause and evaluate the condition of community infrastructure needs via a public engagement process that would also consider opportunities to meet critical needs without an over reliance on bonding or taxes. The formation of the citizen-based St. Helena Assets Planning Engagement (SHAPE) Committee emerged as a transparent participatory process to evaluate the condition of civic assets and identify alternatives on needs and opportunities. The Committee commenced its work in late 2017 and issued a final report on May 26, 2018.

The City Council's organizational goal setting process in fall 2017, culminated in five broad three-year goals to guide the City's policy work. "Ensuring long-term economic sustainability while safeguarding St. Helena's unique culture and quality of life" emerged as one of the Council's organizational goals, including reaffirmation of the City's

commitment of a citizens committee to evaluate near and long-term alternatives for funding, construction, renovation, and/or disposition of civic assets.

A facility condition needs assessment (FCNA) performed for the SHAPE Committee by EMG revealed considerable deficiencies with City owned assets. A key conclusion of the study was the recommendation not to rehabilitate City Hall and instead plan for its replacement or relocation. Excluding the costs associated with the reconstruction of City Hall, the EMG study identified approximately \$6 million of needed repairs over the next 10 years and approximately \$9.2 million over the next 20 years. A new City Hall was estimated to cost a minimum of \$8 million. A replacement Police Facility will also be required and those costs are not included in the City Hall estimate. On September 17, 2018, the City Council prioritized improvements to the Library, replacement of City Hall, and visioning associated with a conceptual Recreation facility, and directed staff to begin work advancing these initiatives.

#### Long Range Financial Forecast and Forthcoming Infrastructure Needs

The Long Range Financial Forecast (LRFF) prepared for FY 2019-20 to FY 2028-29 forecasts a mild recession that includes a slow-down in FY 2019-20, a mild recession FY 2020-21, with a full recovery in FY 2021-22. Based on this scenario, absent other offsetting expenditure reductions, the General Fund would experience an operating deficit of approximately \$420,000 in FY 2020-21 (revenues less expenses) leaving the unreserved fund balance at 42% (City Council adopted policy is 30%). An annual surplus is forecast for FY 2021-22 through FY 2028-29. The mild recession scenario includes between \$380,000 and \$614,937 dedicated annually to repairs and maintenance of current City buildings. Under this scenario, the City's financial health looks good; however, it is important to note it does not include emergency repairs, funding for a new City Hall facility, funding for a new police station, dedicated funds for repairs to the library or new recreation facility, downtown streetscape improvements, and other un-planned one-time expenses. Costs associated with needed replacement of City 70+ year old storm drain infrastructure also do not have a dedicated revenue source. The City's Integrated Utilities Master Planning effort (currently underway) will provide a cost estimate for critical storm drain infrastructure needs in approximately 12 months.

Utilizing the mild recession scenario, the City would be able to issue debt in FY 2022-23 of approximately \$8 million – assuming a 25-year bond at 4%. Under the deeper recession model the same amount of debt could be issued in FY 2023-24. As recommended by Kosmont Companies, the City should develop, as an additional safeguard, a financing plan that is solvent through a recession which could include any of the following: (1) sale of a current asset to provide an additional cash cushion for the City, (2) voter approved General Obligation Bond, or (3) a temporary sales tax measure. These three options would provide the City with greater borrowing capacity and additional cash on hand for necessary repairs to current City facilities and unanticipated expenses.

An additional revenue scenario presented in the LRFF includes a new hotel in FY 2022-23. The hotel is estimated to increase revenues by \$600,000 each year. This additional revenue would allow greater borrowing capacity as well.

#### Kosmont Real Estate Advisory Services

The City hired Kosmont Companies in late 2017 to assist the City with financial and real estate advisory services. Kosmont has prepared an Economic and Demographic Profile of the City as well as a Downtown Retail Market Analysis to evaluate the downtown's retail viability. This analysis was shared and discussed with the City Council on July 24, 2018, along with numerous recommendations to improve the downtown's vitality. One of their recommended actions included consideration of a downtown hotel development because of its proximity to and potential to uplift the financial viability of Main Street merchants.

On February 6, 2019, Kosmont Companies presented a Hotel Market Analysis report to assist the City in evaluating the potential for new hotel development on both the City owned Railroad Avenue parcel and Adams Street parcel (the SHAPE Committee discussed the possibility of a hotel on Railroad Avenue as well as affordable housing). The report demonstrated that hotel occupancy fluctuates seasonally and during the week, sometimes dipping below a benchmark threshold of 70%, and that the Adams Street parcel provided a better opportunity for hotel development than Railroad Avenue because it is considered a superior site in terms of size and views, and therefore has the potential to achieve a higher daily rate that yields a more financially feasibility project and potentially greater revenue for the City. The Kosmont hotel analysis evaluated a balanced approach to site development on the Adams Street parcel with an assumption that a portion of the parcel would remain community serving and/or open space. The City has been advised that utilizing only a portion of the parcel still represents one of the best opportunities for attracting a luxury hotel project, which also would support downtown economic vitality and offset the cost of future civic improvements.

On April 24, 2019, Kosmont presented initial information on Enhanced Infrastructure Financing Districts (EIFDs) as a financing tool, and provided the outlines of a potential district in St. Helena, including its potential to leverage increased property tax revenues and issue bonds for a variety of civic improvements, including libraries, parks and open space, infrastructure, and low and moderate income housing. Also on April 24, 2019, the City Council held a Special Meeting to discuss conditions, community values, and a suitable process by which to evaluate development, lease, or sales options for the possible lease or sale of the City's Adams Street property. Direction was provided to return with a recommended Request for Qualifications (RFQ) and Request for Proposals (RFP) process, and to provide an opportunity for the community to provide feedback on parameters of a conceptual development program for an Adams Street property RFQ (e.g. concept, scale of development, quality, open space, public amenities, etc.).

The work associated with this report is consistent with 2019 City Council Goal 4K (“Evaluate Options for Adams Street Property”). The City Council has assigned Vice Mayor Dohring and Council Member Koberstein to assist the City Manager and Kosmont Companies with advancing this policy matter.

#### **DISCUSSION**

Following the April 24, 2019 Special Council Meeting, the Kosmont Companies, updated a draft criteria matrix to facilitate public feedback on project development program options for the Adams Street parcel. The framework is crafted to seek feedback on project size, scale, public land uses, other amenities, and land development structure (e.g. lease, sell, or solicit offers on both options).

Kosmont is recommending a two-step RFQ (Phase 1) and RFP (Phase 2) process to select a limited number of qualified developers to interview and submit a formal proposal. Additionally, it is recommended the City Council appoint an Ad Hoc Community Selection Committee to participate in review of Phase 1 and Phase 2 proposals and provide recommendations to the City Council.

#### **FISCAL IMPACT**

Described throughout the report.

#### **RECOMMENDED ACTION**

Provide direction to the City Manager.

#### **ATTACHMENTS**

[Kosmont St. Helena RFQ-RFP 5-28-19 REV](#)



# City of St. Helena Hotel RFQ/RFP Process

*May 28, 2019*

**Prepared by:  
Kosmont Companies**

## ***Background***

- St. Helena Assets Planning Engagement (SHAPE) Committee was formed in late 2017 to identify and address City facility deficiencies and opportunities in the context of long range financial feasibility and City vision including potential utilization of community assets.
- SHAPE issued final report in May 2018, which recommended a replacement facility be built for City Hall and Police HQ.
- In March 2019, Kosmont Companies prepared a hotel market study identifying potential for new development on Adams Street site.
- Goal is to resolve community and financial needs.

## *Overview of RFQ Process*

A Request for Qualifications (RFQ)/Proposals (RFP) process will allow the City of St. Helena to explore the potential for attracting a high quality Developer to meet City financial and social needs.

RFQ can be considered Phase 1 in the selection process to solicit qualified development partners and RFP as Phase 2 to solicit specific proposals including financial term sheet.

Adams St. site is a prime asset for the City and utilizing only a portion of the site still represents the best opportunity to attract a luxury hotel project. The City can require a balanced approach to site development given community needs/input and City's long term future benefit.

City Council is using public engagement so project development program and criteria can be established, accordingly:

- Targeted project size, scale, other uses (retail, restaurant, spa)
- Public amenities such as parking, walking trail along Adams to river, synergy with Library
- Need for future public engagement (including community ad hoc committee)
- Development structure such as land sale or lease



## Criteria Matrix

To assist City Council and the public in focusing on desired development program, here is a matrix of options for various categories:

|                          | <u>Option A</u> | <u>Option B</u>   | <u>Option C</u>        |
|--------------------------|-----------------|-------------------|------------------------|
| • Targeted Project size  | ~70 rooms       | ~ 80 rooms        | ~90 rooms              |
| • Targeted Project scale | 1-2 story       | 2-3 story         | +3 story               |
| • Other uses onsite      | Limited retail  | Restaurant okay   | Full service           |
| • Public land use        | ~50%            | ~25%              | Public trail           |
| • Other amenities        | Public parking  | Synergy w/Library | Event space            |
| • Development structure  | Sell Land       | Lease Land        | Solicit Offers on both |

# *Outline of RFQ Phase 1*

1. Development Considerations
2. Site information - Parcel maps, site photos, etc
3. Submittal Requirements
4. Disclosures
5. Interview Schedule for qualified respondents (chosen by community ad hoc selection committee)
6. Evaluation Criteria
7. Next Steps - Request for Proposals from those selected to move to Phase 2

# ***RFQ Submittal Requirements***

City can require Developers to include the following information to demonstrate their qualifications:

- Letter of Introduction
- Preliminary Project Concept
- Team Member Resumes and Org Chart
- Relevant/Similar Project Experience
- Project Approach (Timeline, Sale or Lease)
- Financial Statements (show capability to fund development)
- References related to previous development experience
- Litigation History

## ***Development Considerations***

City can direct Developers to consider the following in the proposed concept and approach:

- Include appropriate blend / balance of land uses ( i.e. quality hotel, public uses, etc)
- Meet City building code standards
- Reflect community engagement, involvement and input
- Exemplify sustainable design and attractive architecture
- Synergistic and complementary to Downtown
- Require analysis of workforce housing profile / construct housing to offset portion of demand
- Financially feasible without City incentives
- Ultimate conveyance will be subject to receipt of all entitlements and permits

## ***Evaluation Criteria***

City and Community Ad Hoc Selection Committee should evaluate Developer submittals based on weighting of important criteria, such as the following :

- Does Developer have Exceptional Hotel Experience/Expertise
- Is their Project Concept Consistent with Community Desires
- Is the Project Timeline consistent with City Desires
- Is the Financial Valuation of Sale or Lease Offer Adequate
- Has Developer Provided Quality References without prior Litigation

## ***Next Steps – RFP Phase 2***

City and Community Committee will select a limited number of qualified Developers to interview and request to submit formal proposal / term sheet:

- Terms for Exclusive Negotiating Agreement (ENA) - Due Diligence
- Prelim. Site Plan / Floor Plans
- Architectural and Landscape Design Elements
- Deposit / Purchase Price / Lease Terms
- Financial Pro Forma (Construction and Operating Assumptions)
- Financing Plan (Source of Equity & Debt)
- Willingness to work with Community During Entitlements
- Conditions of Closing
- Choose finalist for ENA

THANK YOU

Questions?



**Kosmont Companies**  
1601 N. Sepulveda Blvd. #382 Manhattan Beach, CA 90266  
Ph: (424) 297-1070 | Fax: (424) 286-4632  
[www.kosmont.com](http://www.kosmont.com)





# THE NAPA VALLEY VISITOR PROFILE 2018

FINAL REPORT OF FINDINGS  
MAY 2019

*RESEARCH PREPARED FOR VISIT NAPA VALLEY BY*

Destination  Analysts





# Research Overview

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This report presents the findings of a comprehensive visitor profile development study conducted by Destination Analysts, Inc. on behalf of Visit Napa Valley. The data presented here comes from three sources:

- The Napa Valley Lodging Guest Survey.
- The Napa Valley Visitor Intercept Survey of day-trip visitors and visiting friends or relatives staying overnight in private homes (VFRs).
- Online Panel Survey & Telephone Survey of Napa County Homes conducted at the end of 2018 to quantify the number of VFRs who stayed overnight in a private home in the area.

This survey was administered to 300 randomly selected homes in the Napa County



*Destination Analysts' research staff member interviewing visitors at Robert Mondavi*

The data collected in these surveys was used to estimate the actual volume of lodging guests and visiting friends and relatives (VFRs) who come to the Napa Valley during the year. The third segment of visitors, day-trip visitors, was estimated using the relative incidence of lodging guests to day-trip visitors seen in the data collected in the Visitor Intercept Survey. Using the visitor volume estimates that emerged from this process, the survey data was weighted to develop the overall visitor profile.



# Research Objectives

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The overarching goal of this survey-based research is to create an in-depth profile of the Napa Valley visitor, including developing the following marketing intelligence:

- Detailed trip characteristics (i.e. tripographic information like the reason for visiting the Napa Valley, length of stay, place of stay, etc.)
- Activities & attractions visited in the Napa Valley
- Evaluation of the Napa Valley brand attributes
- The detailed Napa Valley visitor spending estimates
- Travel planning resources used by the Napa Valley visitors
- Visitor expectations and satisfaction
- Visitor psychographic and demographic profiling

In addition to developing a comprehensive, multi-segment Napa Valley visitor profile, data from this research will also be used as inputs to estimate the economic impact of tourism to the Napa Valley.



*Destination Analysts' research staff member interviewing visitors at Castello di Amorosa*



# Methodology

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The research includes two separate yet carefully integrated survey collection techniques. Destination Analysts, working closely with Visit Napa Valley, prepared a base survey questionnaire that was fielded in two ways: (1) an intercept survey of visitors to the Napa Valley collected at locations around the area each quarter (the intercept survey was in the field for a total of 30 days), and (2) a self-administered survey of the Napa Valley hotel guests distributed at their hotel.

This report presents data collected through December 2018 of this year-long study, from both the Visitor Intercept Survey as well as the Hotel Guest Survey. In total, **1,868** completed surveys were collected from four different key groups of visitors:

1. Visitors staying in a hotel/lodging property in the Napa Valley area (“Lodging Guest” – 536 surveys collected)
2. Visitors staying in a vacation home/room rental, i.e. rented through Airbnb (“Home Share” – 42 surveys collected)
3. Visitors staying in the private home of a friend or relative in the Napa Valley (“VFR” – 83 surveys collected)
4. Day-trippers to the Napa Valley, including regional residents coming to the area for the day as well as those on trips staying overnight elsewhere in the surrounding areas (“Day Trip” – 1204 surveys collected)



# Visitor Intercept Survey Overview

Destination Analysts' survey collection team worked at locations around the Napa Valley area to randomly select and interview visitors. During the 2018 calendar year the questionnaire was administered to persons residing outside the Napa Valley at the following locations:

- Beringer Vineyards
- Castello di Amorosa
- Clif Family Winery
- Chateau Montelena Winery
- The Culinary Institute of America
- Embassy Suites
- The Meritage Resort & Spa
- Napa Premium Outlets
- The Napa Valley Wine Train
- Robert Mondavi Winery
- Sterling Vineyards
- The Napa Valley Welcome Center
- V Marketplace
- V. Sattui Winery



*Images of Destination Analysts' research staff member interviewing visitors at V. Sattui and the Napa Valley Wine Train.*



# Lodging Guest Survey Overview

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The self-administered printed Lodging Guest Survey was distributed at various lodging properties throughout the Napa Valley. Guests were asked to complete the survey and drop it in the mail at their convenience (via pre-paid business reply postage). The following Napa Valley properties distributed the Lodging Guest Survey:

## AMERICAN CANYON

- DoubleTree by Hilton Hotel & Spa
- Fairfield Inn & Suites
- Holiday Inn Express & Suites

## CALISTOGA

- Brannan Cottage Inn
- Calistoga Motor Lodge & Spa
- Chateau de Vie
- Indian Springs Calistoga

## NAPA

- Andaz Napa
- ARCHER Napa
- Embassy Suites Napa Valley
- Hotel Indigo Napa
- Napa River Inn
- Napa Valley Marriott Hotel & Spa
- Napa Winery Inn
- River Terrace Inn
- SENZA Hotel
- Silverado Resort and Spa
- The Meritage Resort and Spa
- The Westin Verasa Napa

## RUTHERFORD

- Auberge du Soleil

## ST. HELENA

- Harvest Inn
- Las Alcobas
- Southbridge Napa Valley

## YOUNTVILLE

- Napa Valley Lodge
- North Block Hotel





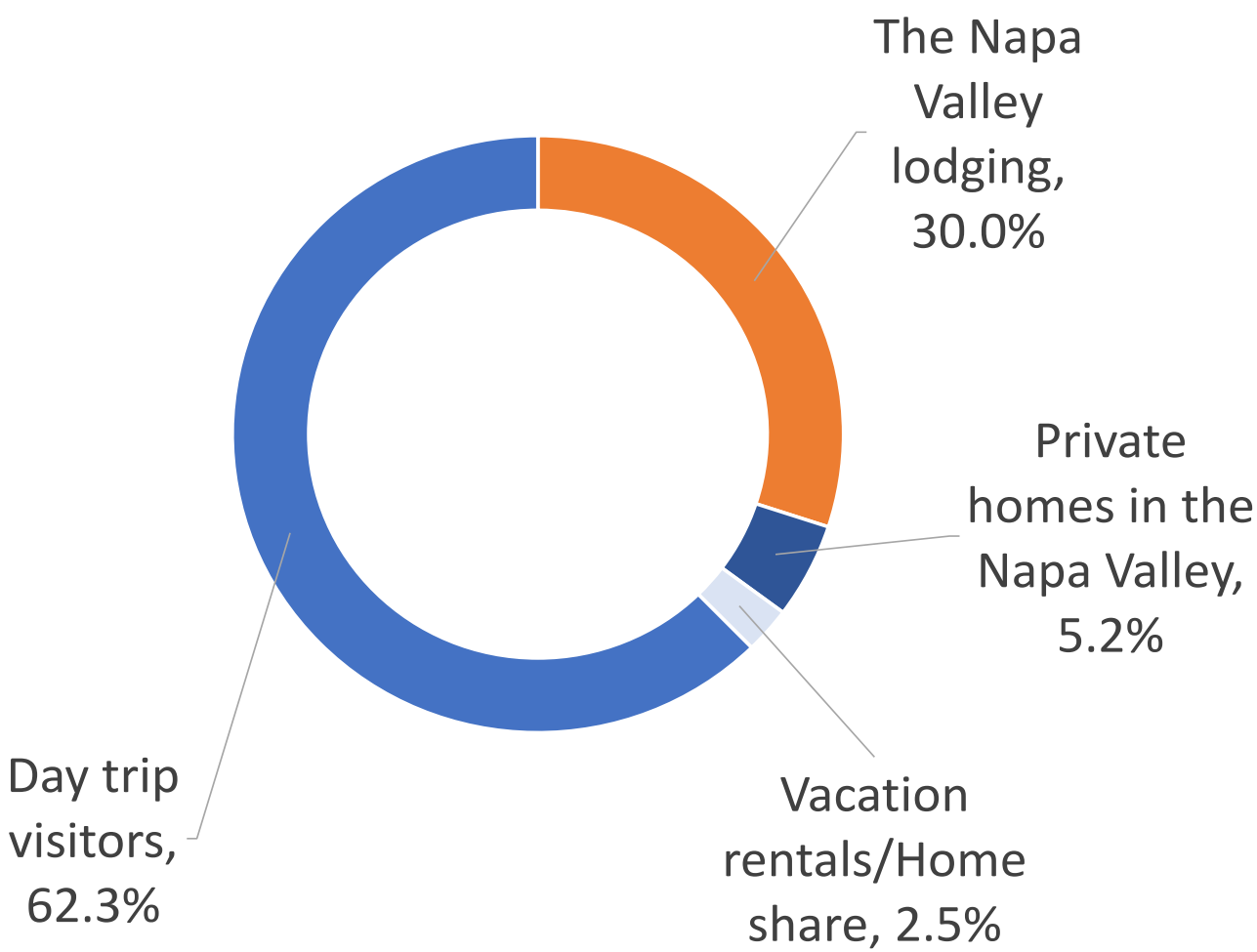
# 2018 VISITOR VOLUME ESTIMATES



# Visitor Volume, 2018

The results presented in this report are weighted based on estimated visitor volume to Napa Valley during the year. The chart and table (below) show the number of visitors in each of the four segments that the county hosted in 2018. **In total, the county hosted 3.8 million visitors in 2018, up from 3.5 million in 2016.** Day trippers accounted for the largest proportion of the Napa Valley visitors at 62.3 percent (down slightly compared to 2016 at 64.5%). Meanwhile, lodging guests made up 30.0 percent of the county’s visitor volume, up from 28.6 percent in 2016.

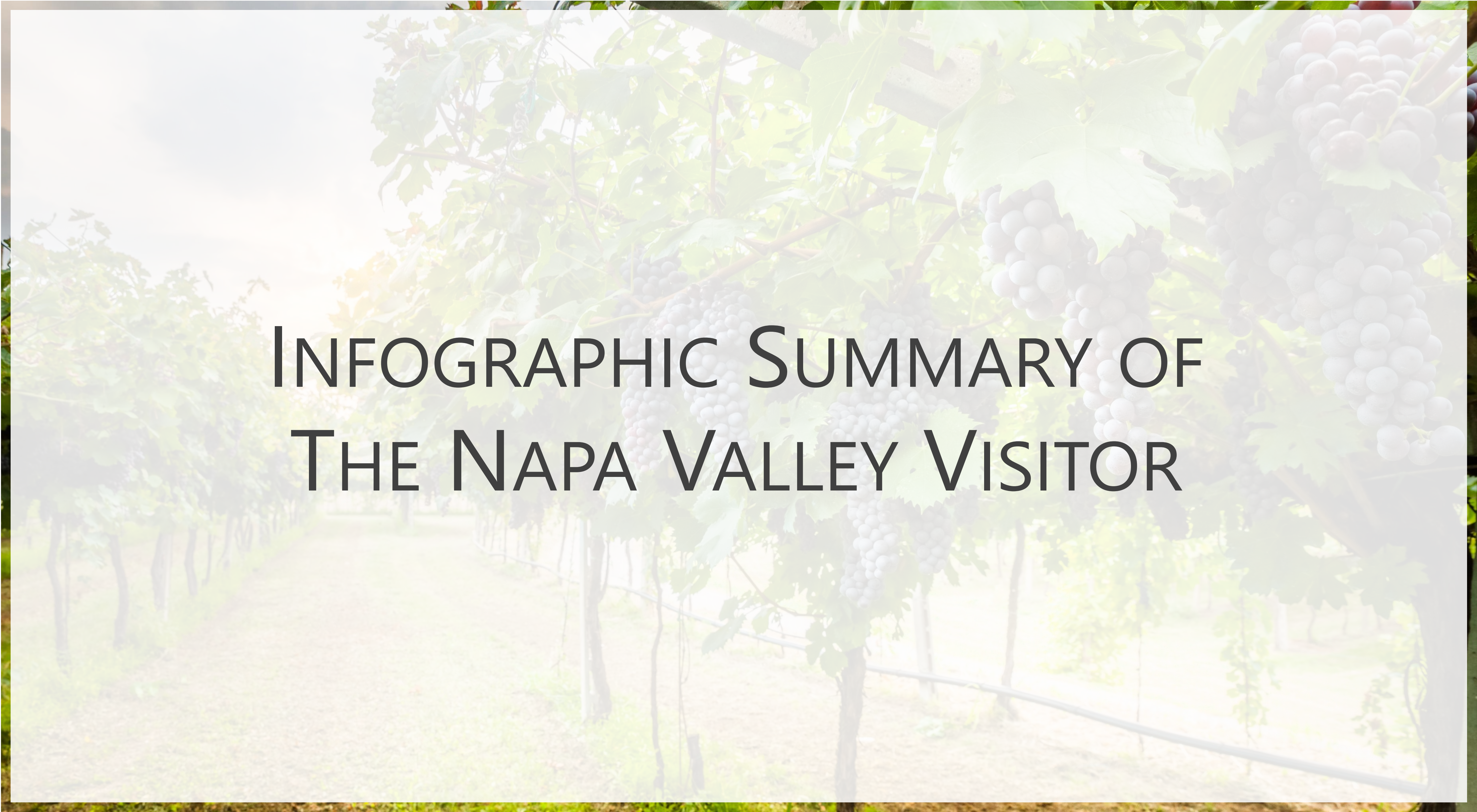
Visitor Volume Proportions by Visitor Segment



Visitor Volume (Total Annual) by Visitor Segment

| Visitor Segment (by place of stay) | # of Visitors |
|------------------------------------|---------------|
|                                    |               |
| Lodging properties                 | 1,156,749     |
| Private homes                      | 198,701       |
| Vacation rentals                   | 95,926        |
| Day trippers                       | 2,400,960     |
|                                    |               |
| TOTAL VISITORS                     | 3,852,336     |





# INFOGRAPHIC SUMMARY OF THE NAPA VALLEY VISITOR

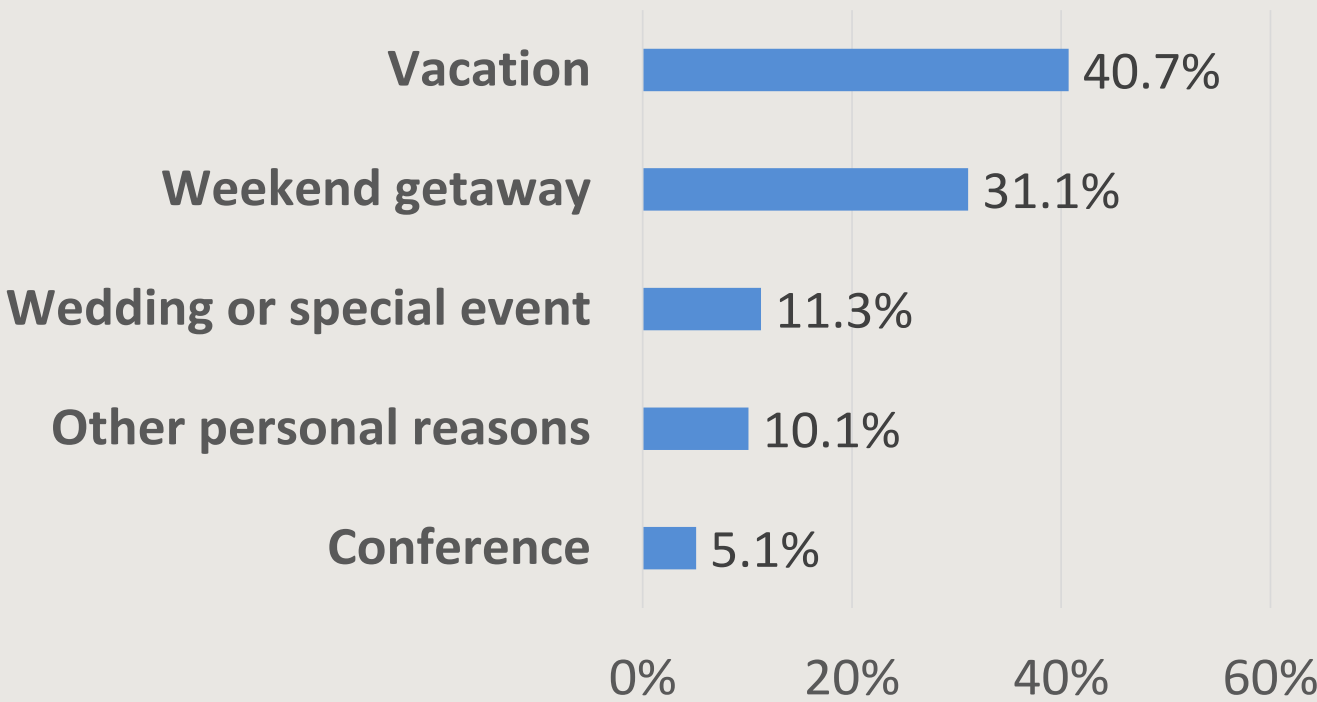


# THE NAPA VALLEY VISITOR PROFILE 2018

Visit Napa Valley – The Napa Valley Visitor Profile 2018– Final Report of Findings

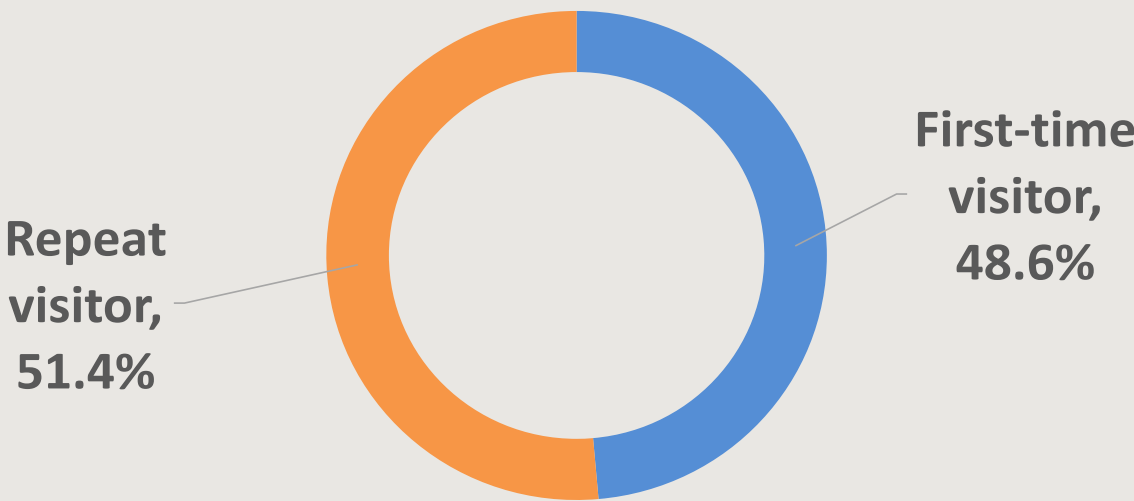
## Top Reasons for Visiting

(Base: All respondents. See page 17 for full detail)



## Past Visitation

(Base: All respondents. See page 37 for full detail)



## Top Activities

(Base: All respondents. See page 25 for full detail)



## Key Trip Details

(Base: All respondents. See pages 31, 29 and 32 for full detail)



## Domestic vs. International Visitors

(Base: All respondents. See page 55 for full detail)

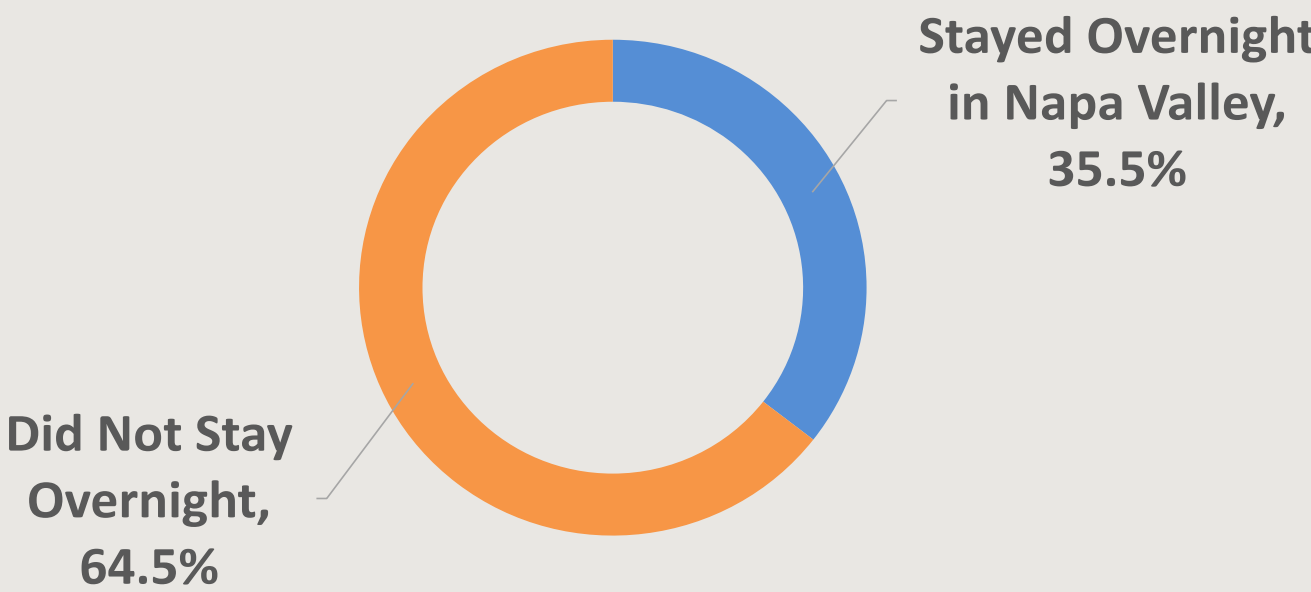


# THE NAPA VALLEY VISITOR PROFILE 2018

Visit Napa Valley – The Napa Valley Visitor Profile 2018– Final Report of Findings

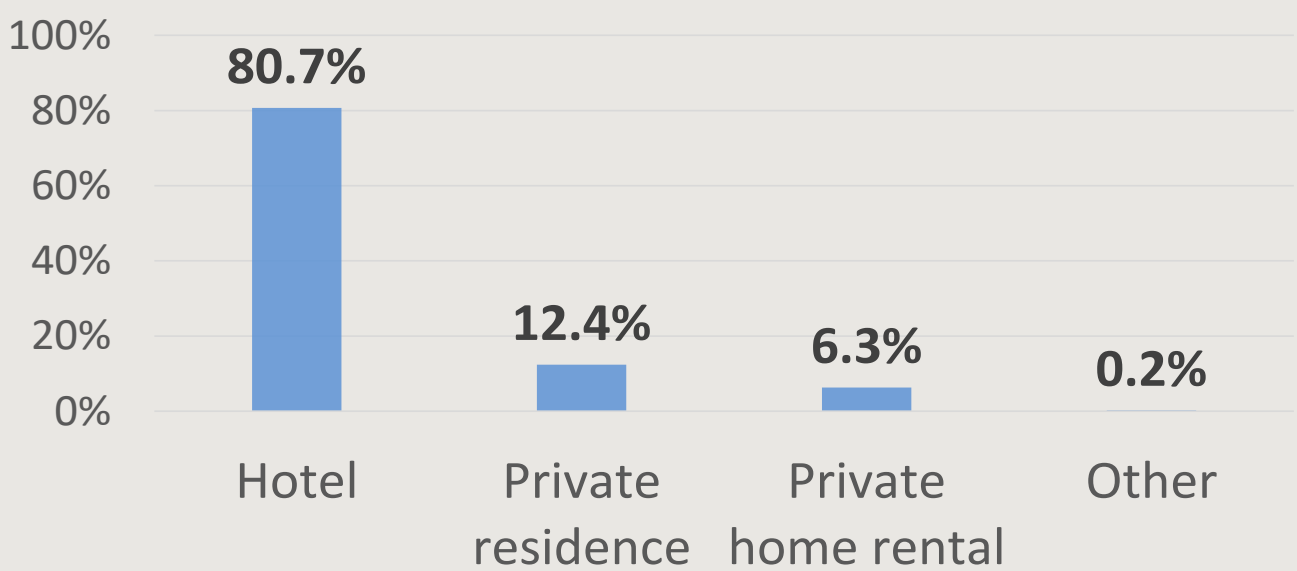
## Overnight Stay in the Napa Valley

(Base: All respondents. See page 18 for full detail)



## Place of Stay in the Napa Valley

(Base: Overnight Visitors. See page 20 for full detail)



## Number of Wineries/Tasting Rooms Visited

(Base: All respondents. See page 27 for full detail)



Wineries Visited

(on Average)



Stand-Alone Tasting Rooms Visited

(on Average)

## Most Liked Aspects of the Napa Valley

(Base: All respondents. See page 35 for full detail)

Atmosphere  
Scenery  
Weather  
Food  
Wine

## Respondent Demographics

(Base: All respondents. See pages 47 - 53 for full detail)



Female — 51.3%  
Male — 43.3%



Graduate school — 29.0%  
Bachelor's degree — 43.0%



Caucasian — 49.8%  
Asian, Pacific Islander — 25.7%  
Latino/Hispanic — 9.8%  
Black/African-American — 4.1%



Single—28.6%  
Married/Partnered—58.4%



Mean age — 46.0

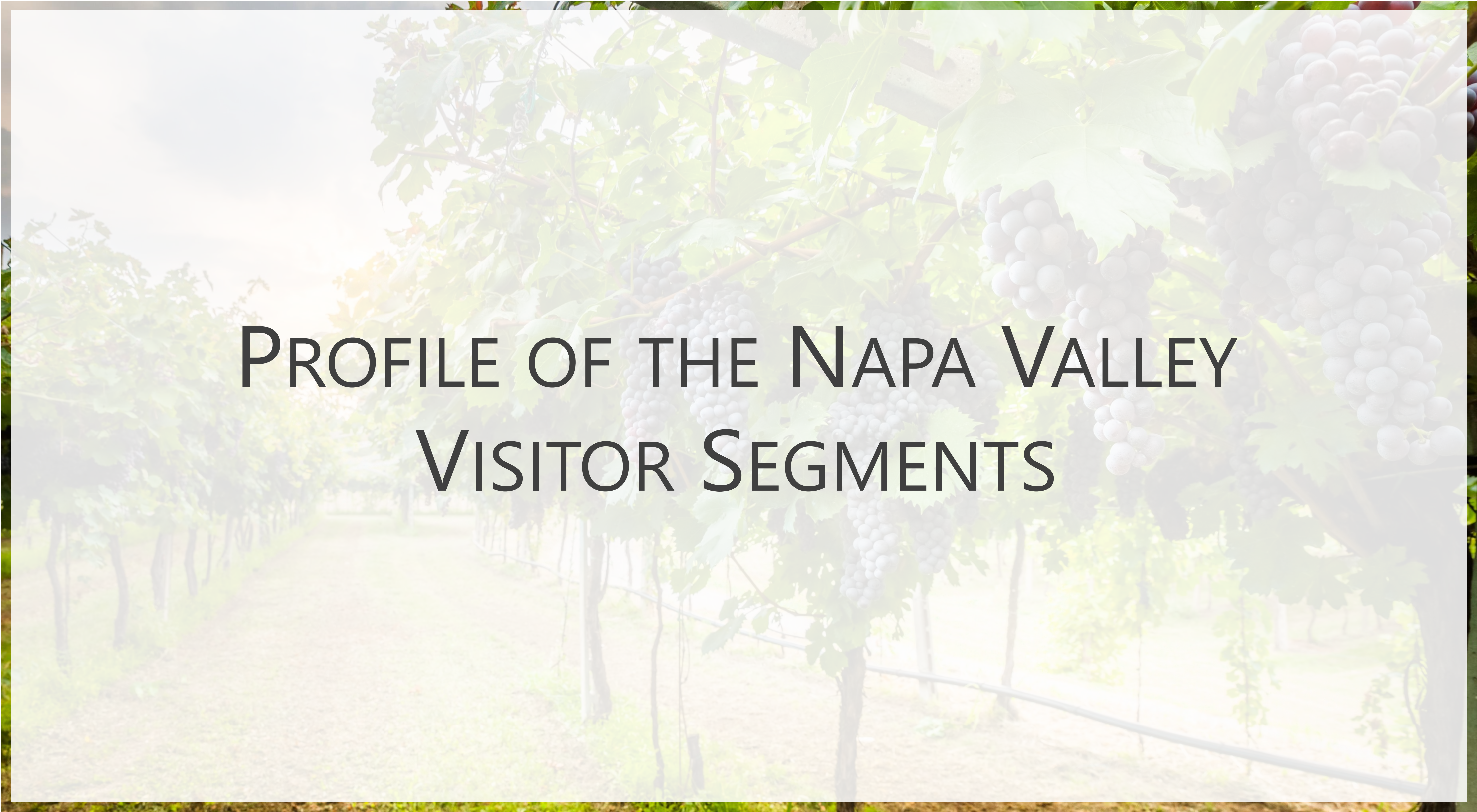


Mean household income — \$170,595



Heterosexual — 93.1%  
LGBTQ — 4.1%





# PROFILE OF THE NAPA VALLEY VISITOR SEGMENTS

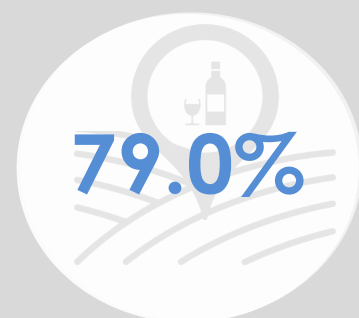




# THE INTERNATIONAL VISITOR

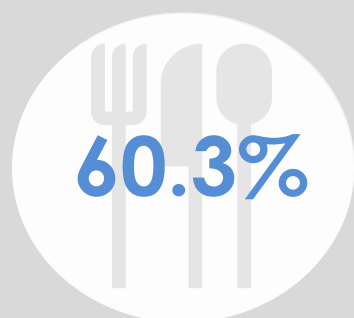
Results presented here are reflective of visitors who reside  
OUTSIDE the United States.

## Top Activities



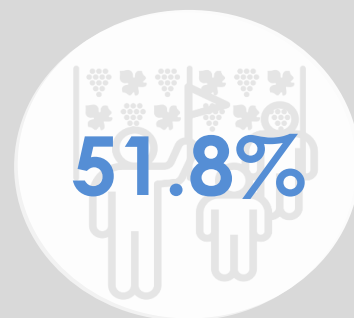
79.0%

Wine Tasting  
(Wineries)



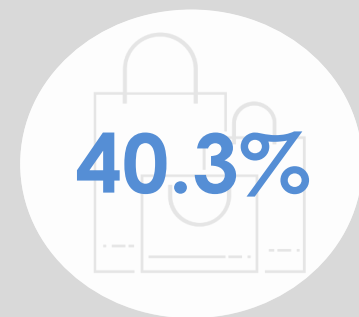
60.3%

Dining in  
Restaurants



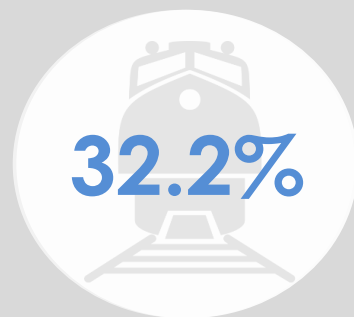
51.8%

Winery Tours



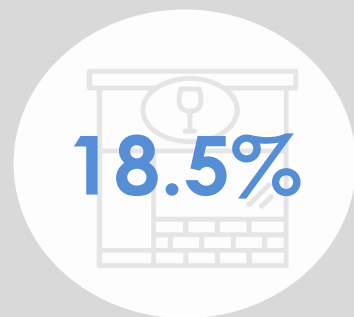
40.3%

Shopping



32.2%

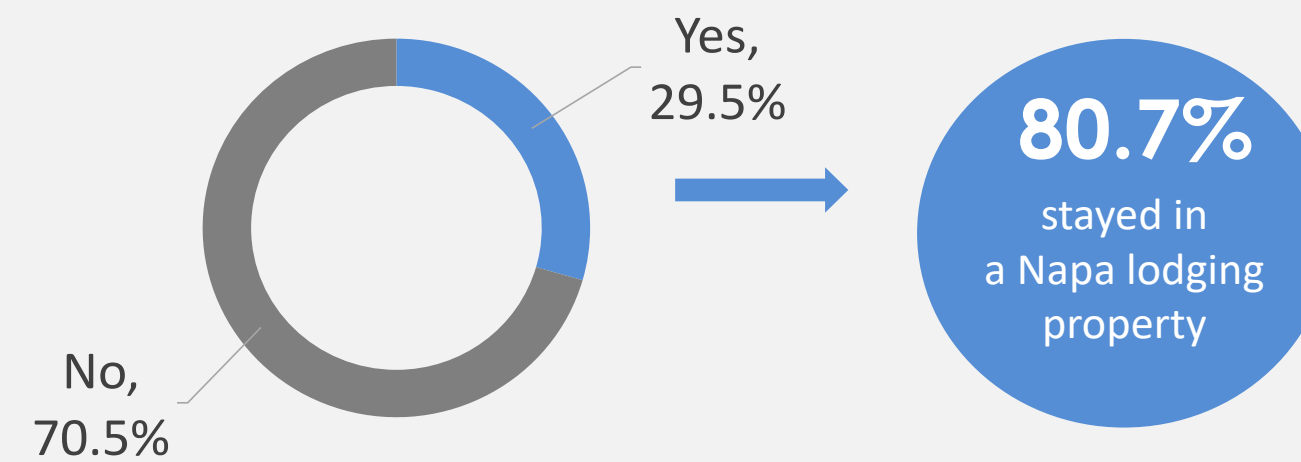
The Napa  
Valley Wine  
Train



18.5%

Wine Tasting  
(Stand-Alone)

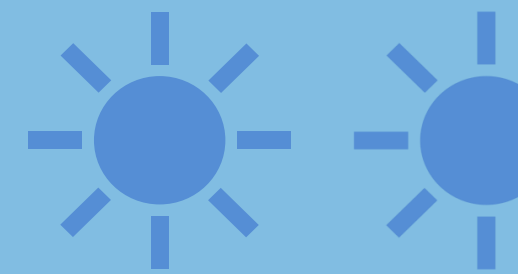
## Overnight Stay in the Napa Valley



## Point of Origin: Top Countries

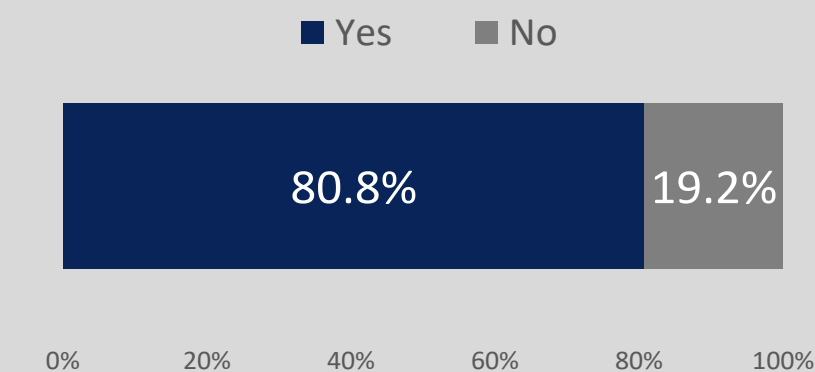
- |                     |                       |
|---------------------|-----------------------|
| 1. Canada (17.7%)   | 6. South Korea (4.3%) |
| 2. China (17.0%)    | 7. Mexico (4.0%)      |
| 3. UK (14.3%)       | 8. Holland (3.3%)     |
| 4. Japan (7.8%)     | 9. Germany (2.8%)     |
| 5. Australia (6.0%) | 10. Singapore (2.1%)  |

## Length of Stay



1.7 Days (On Average)

## First-Time Visitor



## Average Daily Spending

**\$162.25**  
Per Person

## Wineries/Tasting Rooms Visited



3.6

Wineries  
(on Average)



1.6

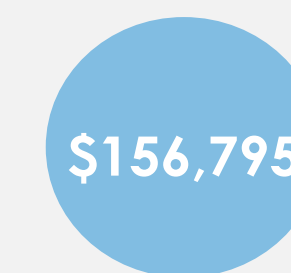
Stand-Alone  
Tasting Rooms  
(on Average)

## Key Demographics



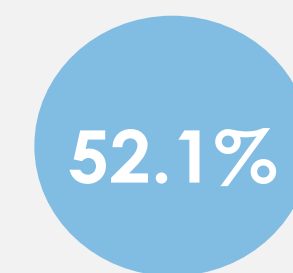
44.1

Average  
Age



\$156,795

Average Annual  
Household Income



52.1%

Married

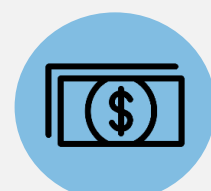




# THE LODGING GUEST VISITOR

Results presented here are reflective of visitors who stayed overnight in a Napa Valley area hotel, motel, inn or B&B during their trip.

## Accommodation Details



Mean daily lodging spend – **\$250.56**

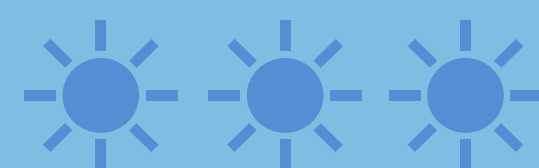


Mean # of people in hotel room – **2.4**

## Point of Origin: Top States

- |                       |                        |
|-----------------------|------------------------|
| 1. California (34.4%) | 6. Washington (3.0%)   |
| 2. Texas (6.8%)       | 7. Ohio (2.6%)         |
| 3. New York (6.1%)    | 8. New Jersey (2.6%)   |
| 4. Florida (5.7%)     | 9. Pennsylvania (2.4%) |
| 5. Illinois (4.0%)    | 10. Georgia (2.2%)     |

## Length of Stay



3.0 Days (On Average)

## Travel Party Size

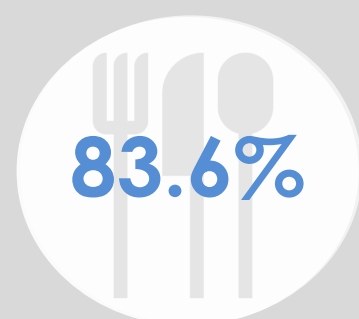


3.8  
People

## Average Daily Spending

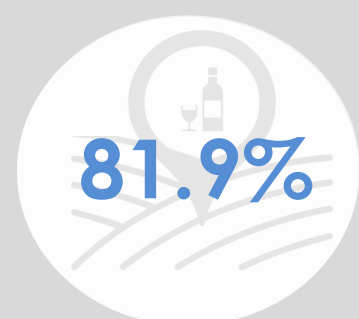
**\$405.28**  
Per Person

## Top Activities



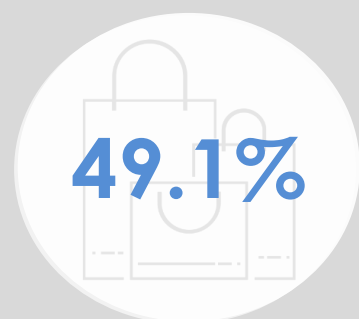
83.6%

Dining in  
Restaurants



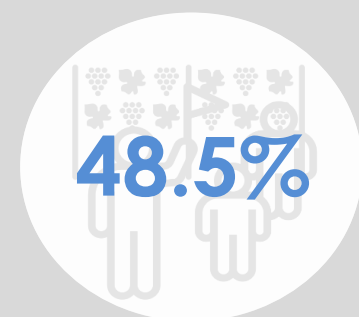
81.9%

Wine Tasting  
(Wineries)



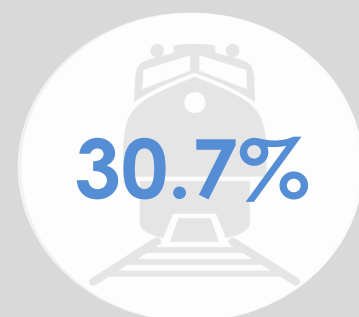
49.1%

Shopping



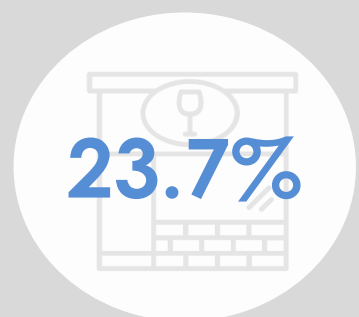
48.5%

Winery Tours



30.7%

The Napa  
Valley Wine  
Train



23.7%

Wine Tasting  
(Stand-Alone)

## Wineries/Tasting Rooms Visited



4.5

Wineries  
(on Average)



1.8

Stand-Alone  
Tasting Rooms  
(on Average)

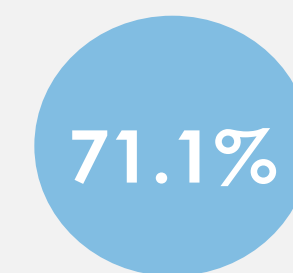
## Key Demographics



Average  
Age



Average Annual  
Household Income



Married

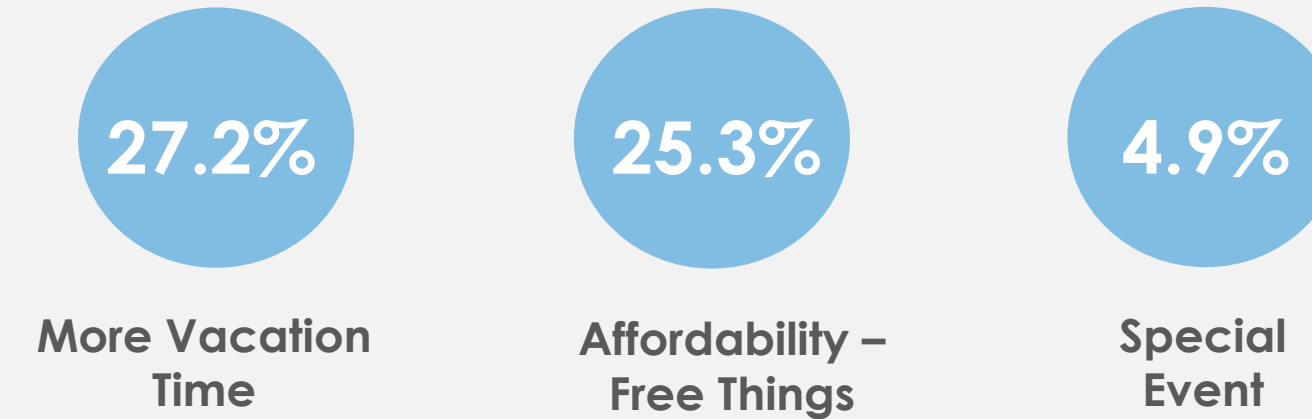
# THE NON REGIONAL DAY TRIPPER

Results presented here are reflective of visitors who live outside the San Francisco Bay Area who came to the Napa Valley on a day trip (ex: Los Angeles resident on a trip to SF making a day trip to Napa).

## Top Activities



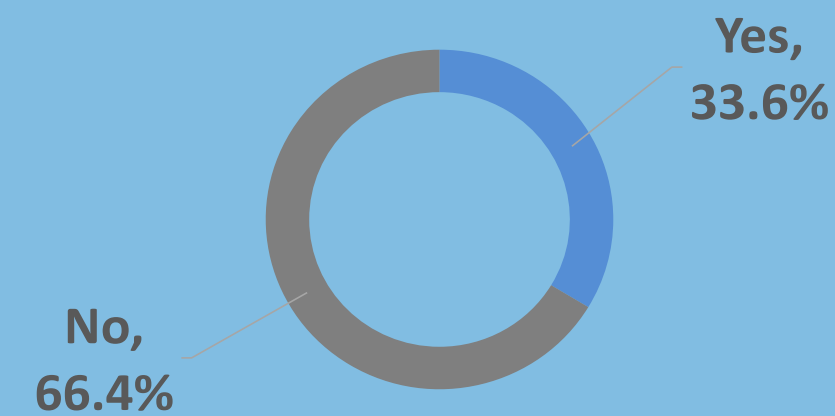
## Top Motivators to Stay Overnight in The Napa Valley on Future Trip



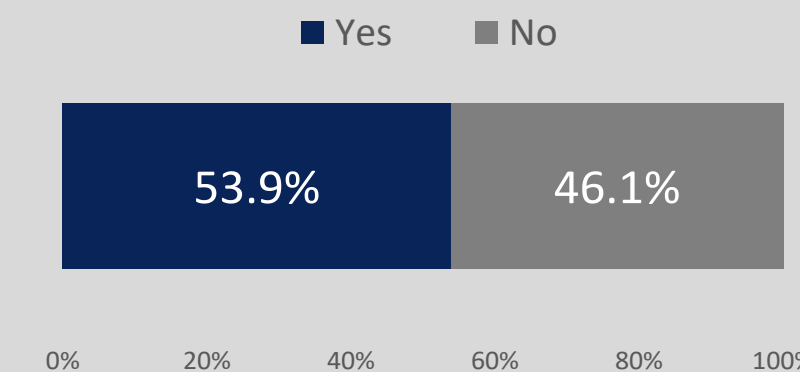
## Point of Origin: Top States

- |                       |                     |
|-----------------------|---------------------|
| 1. California (47.4%) | 6. New York (2.6%)  |
| 2. Texas (7.1%)       | 7. Ohio (2.1%)      |
| 3. Florida (4.2%)     | 8. Louisiana (2.1%) |
| 4. Illinois (4.0%)    | 9. Oregon (2.1%)    |
| 5. Georgia (3.5%)     | 10. Kansas (1.9%)   |

## Made Winery Reservations



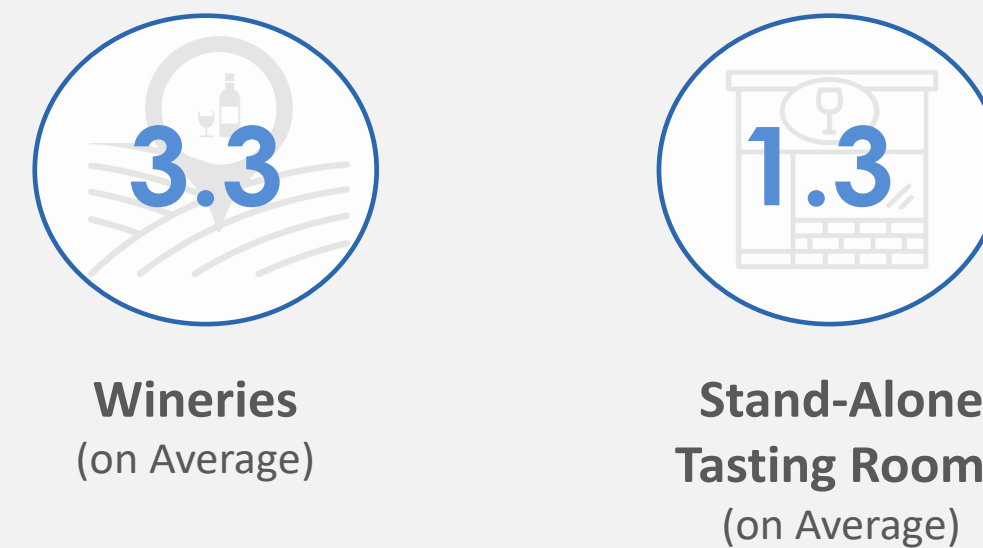
## First-Time Visitor



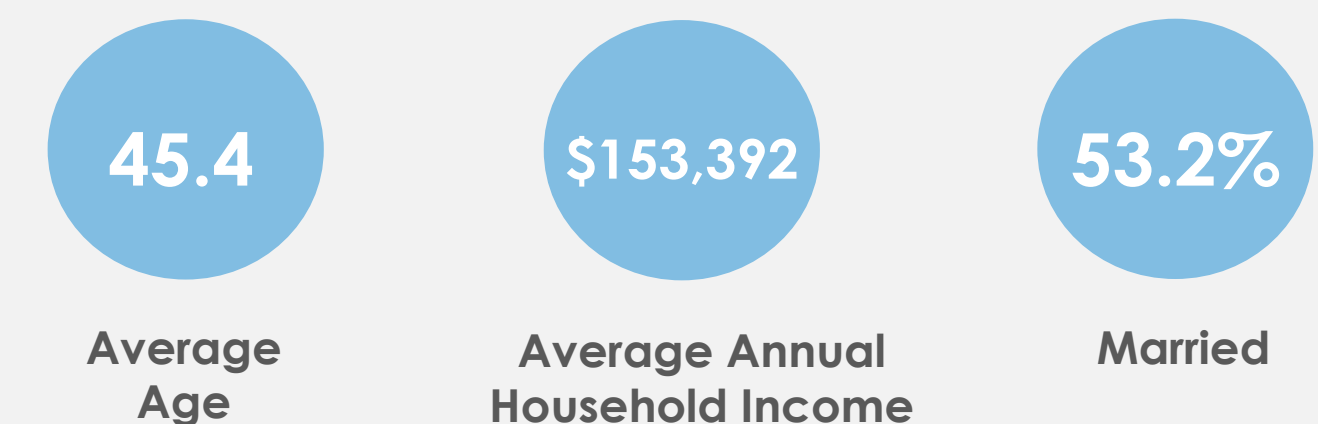
## Average Daily Spending

**\$135.55**  
Per Person

## Wineries/Tasting Rooms Visited



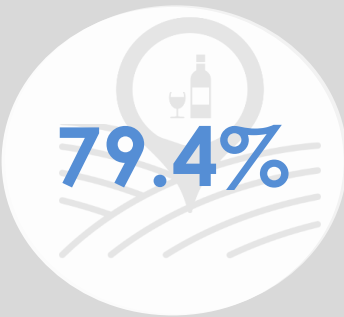
## Key Demographics



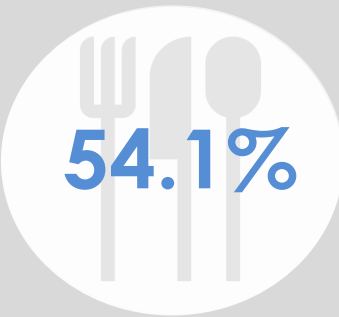
# THE LEISURE REGIONAL DAY TRIPPER

Results presented here are reflective of visitors who live within the San Francisco Bay Area who came to the Napa Valley on a day trip for purely leisure reasons.

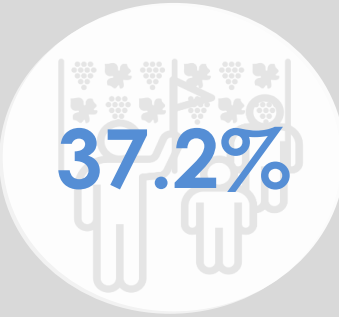
## Top Activities



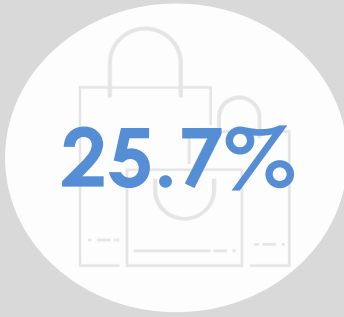
Wine Tasting  
(Wineries)



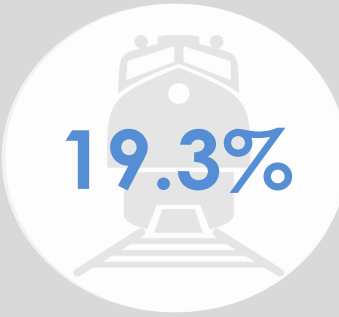
Dining in  
Restaurants



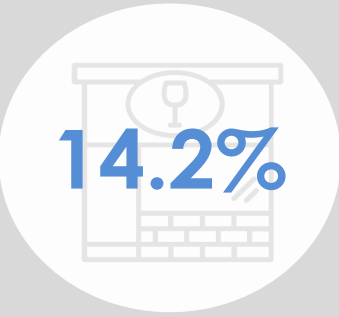
Winery Tours



Shopping



The Napa  
Valley Wine  
Train



Wine Tasting  
(Stand-Alone)

## Top Motivators to Stay Overnight in The Napa Valley on Future Trip

30.3%

None – I live  
too close

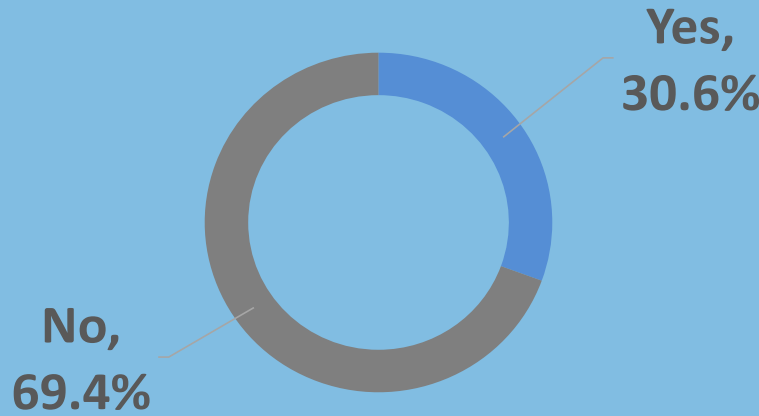
24.8%

Affordability –  
Free Things

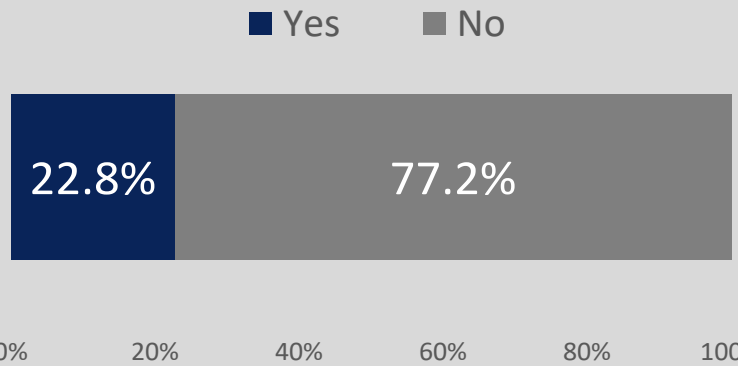
15.6%

More  
vacation time

## Made Winery Reservations



## First-Time Visitor



## Average Daily Spending

**\$115.93**  
Per Person

## Wineries/Tasting Rooms Visited



Wineries  
(on Average)



Stand-Alone  
Tasting Rooms  
(on Average)

## Point of Origin: Top MSAs

1. San Francisco-Oakland, CA (70.4%)
2. Vallejo-Fairfield, CA (12.2%)
3. San Jose, CA (11.3%)
4. Santa Rosa, CA (3.3%)
5. Sacramento, CA (1.4%)
6. Stockton-Lodi, CA (1.4%)



## Key Demographics

42.7

Average  
Age

\$162,712

Average Annual  
Household Income

50.5%

Married





# DETAILED FINDINGS



# ABOUT THIS REPORT

**In the remainder of this report, data from the survey findings is presented as follows:**

Each slide in this report presents a chart illustrating the results for all visitors. The report additionally presents results for each of the four visitor segments:

- Lodging guests
- Home share rental visitors
- Visiting friends and relatives (VFRs)
- Day trip visitors

These results are presented in tabular format next to charts representing the data for all visitors.

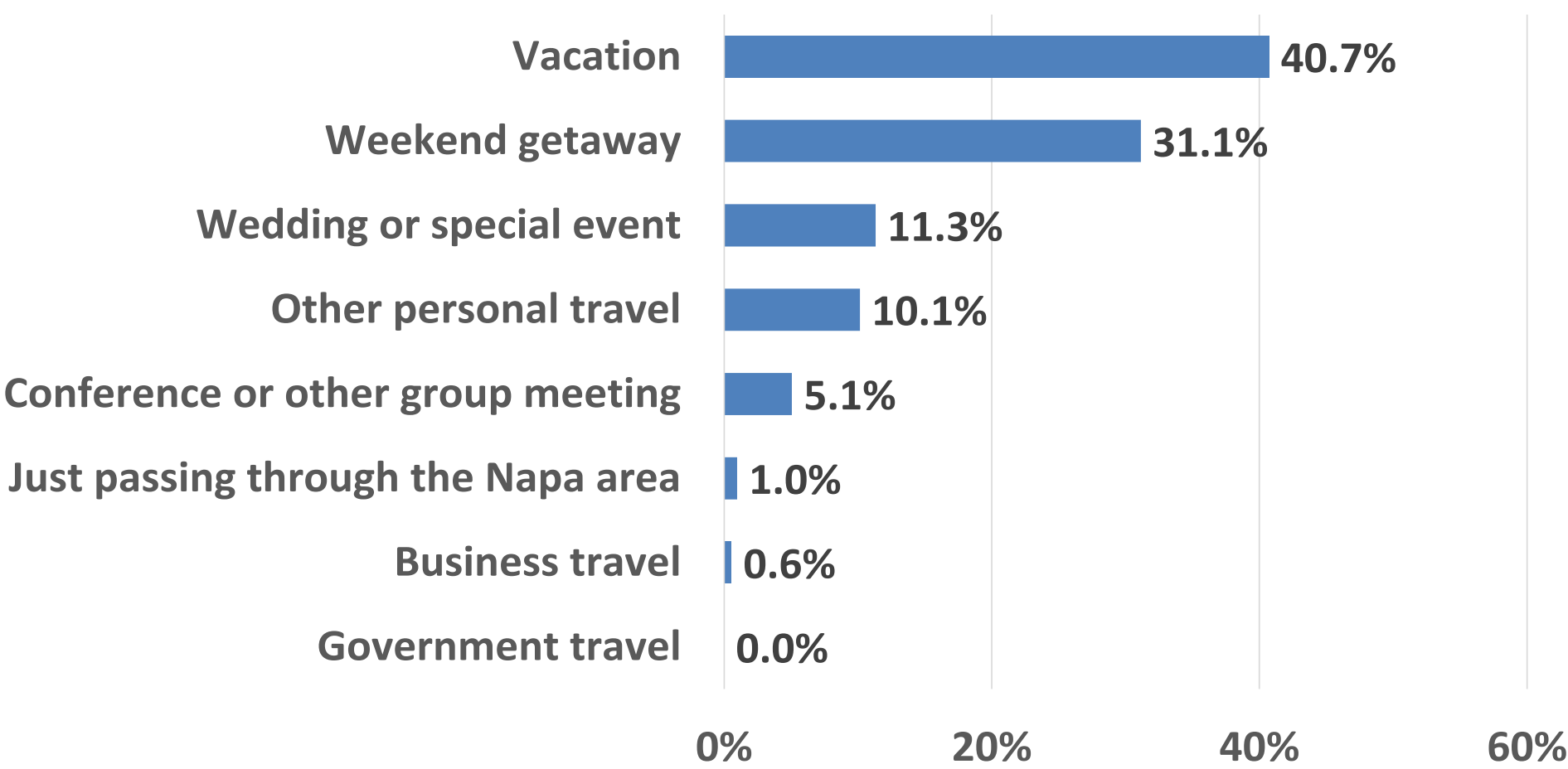
## ***Key Definitions:***

- 1. Travel Group** - Includes the number of people traveling together in the same group
- 2. Travel Party** – Number of people covered by reported in-market spending

# Primary Reason for Napa Valley Trip

**Visitors to the Napa Valley in 2018 came primarily for leisure.** In fact, 40.7 percent characterized their trip as a vacation while an additional 31.1 percent were in the Napa Valley for a weekend getaway. Meanwhile, 11.3 percent were in the area for a wedding or special event and 5.7 percent of visitors surveyed were in the Napa Valley for business or a conference/group meeting.

Chart 1: Primary Reason for Napa Valley Trip



Question: Which best describes the primary reason for making this visit to the Napa Valley?  
Base: All respondents. 1865 responses.

Detail by Type of Visitor

|                                                              | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|--------------------------------------------------------------|---------------|-------------------|-------|----------|
| Vacation                                                     | 52.9%         | 72.2%             | 65.5% | 32.8%    |
| Weekend getaway                                              | 23.2%         | 11.5%             | 21.9% | 35.7%    |
| Wedding or special event                                     | 11.9%         | 8.2%              | 10.1% | 11.3%    |
| Other personal travel                                        | 5.3%          | 4.7%              | 2.5%  | 13.0%    |
| Conference, incentive trip, corporate or other group meeting | 3.3%          | 3.3%              | 0.0%  | 6.1%     |
| Just passing through the Napa area                           | 0.9%          | 0.0%              | 0.0%  | 1.1%     |
| Business travel                                              | 2.1%          | 0.0%              | 0.0%  | 0.0%     |
| Government travel                                            | 0.0%          | 0.0%              | 0.0%  | 0.0%     |
| Base                                                         | 536           | 42                | 83    | 1204     |

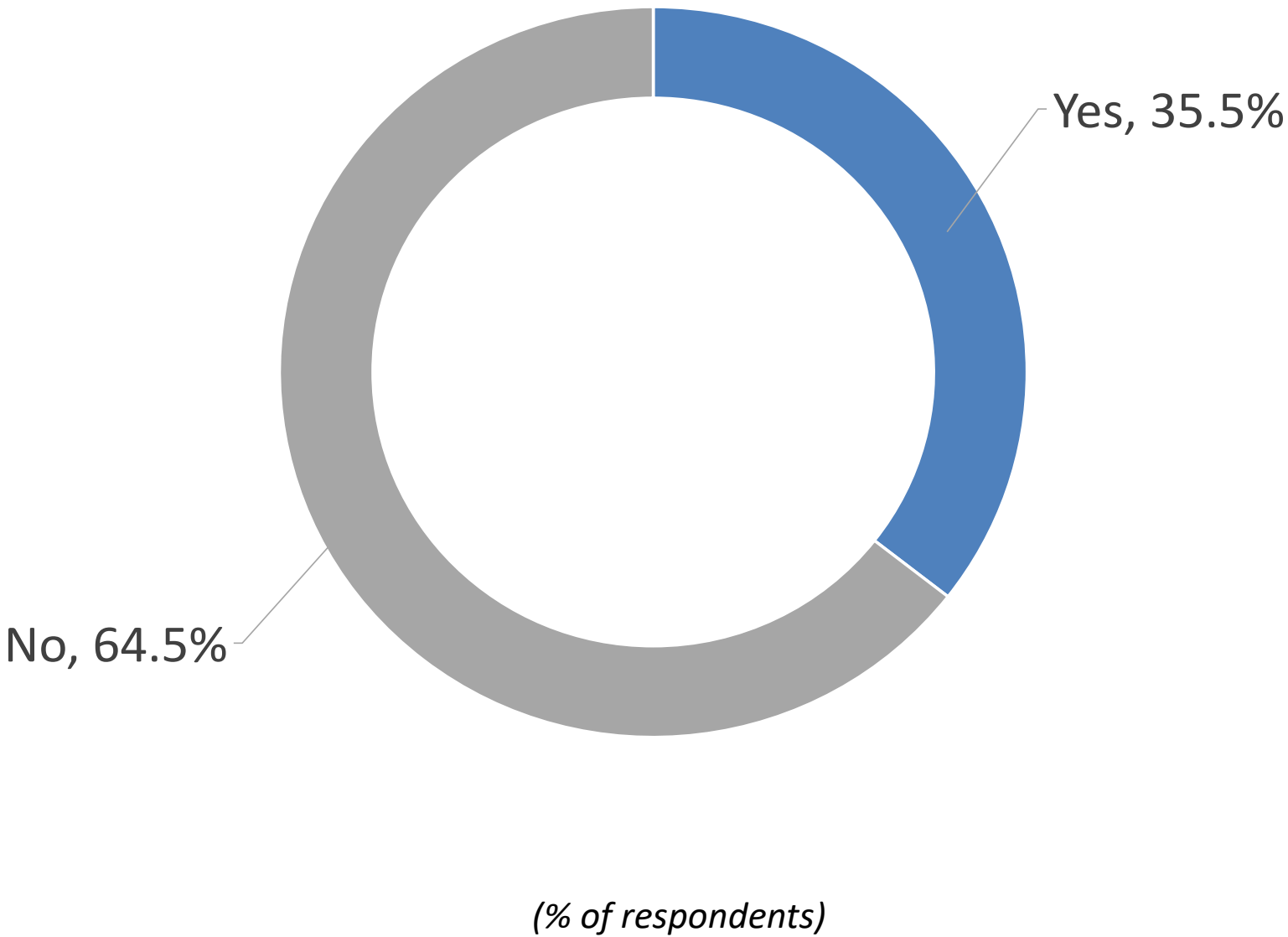


# Overnight Stay in the Napa Valley

**Over a third of survey respondents were overnight visitors to the Napa Valley.** In total, 35.5 percent of all visitors surveyed stayed overnight in the Napa Valley during their trip. In terms of visitor volume this equated to 1.4 million overnight visitors in 2018. Meanwhile, the remaining 64.5 percent were on a day trip to the destination. Based on the findings of this research the Napa Valley hosted 2.4 million day trip visitors.

Question: Are you staying overnight in the Napa Valley on this visit?  
Base: All respondents. 1865 responses.

Chart 2: Overnight Stay in the Napa Valley

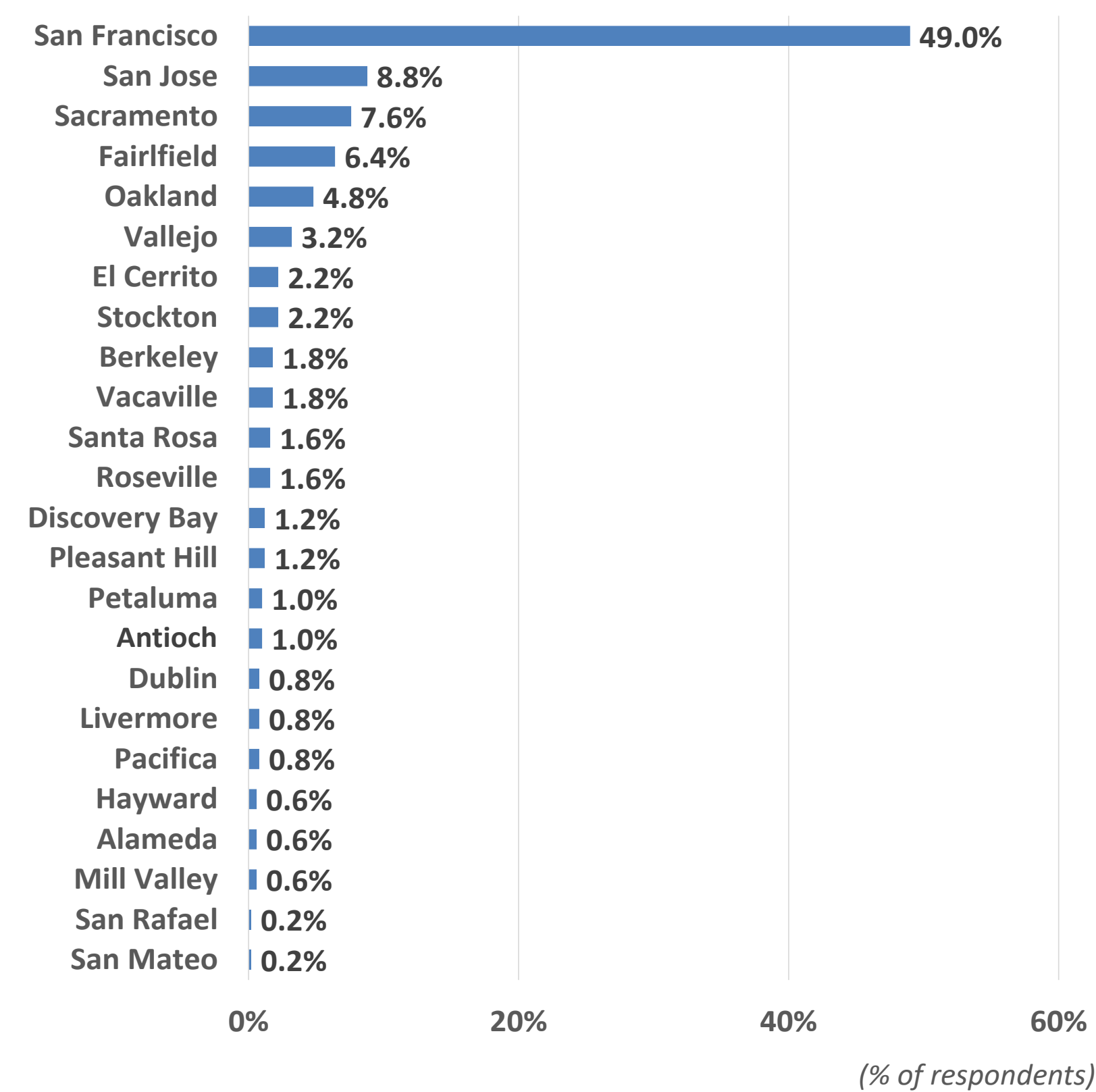


# Day Trip Visitors: City From Where Visitors are Day Tripping

Day-trip visitors primarily made their trip to the Napa Valley from San Francisco. The survey asked visitors who were not staying overnight in the Napa Valley where they made their day trip from. Nearly half of this group day tripped from San Francisco and just under one-in-ten came from San Jose (8.8%), Sacramento (7.6%) or Fairfield (6.4%).

Question: What city did you make this day trip to Napa Valley from?  
Base: Respondents who came to the Napa Valley for a day trip. 705 responses.

Chart 3: City From Where Visitors are Day Tripping

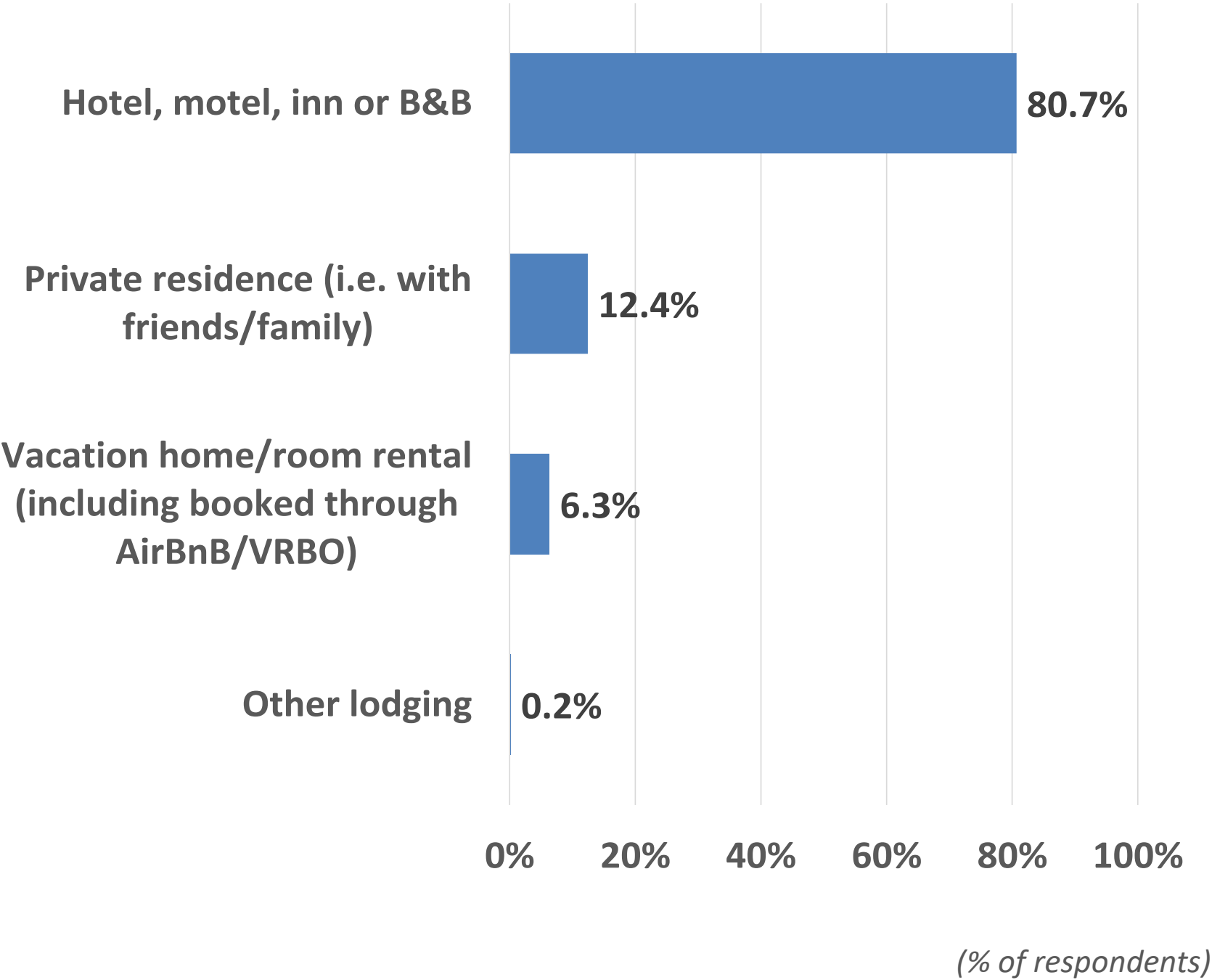


# Overnight Visitors: Place of Stay in the Napa Valley Area

Eight-in-ten overnight visitors to the Napa Valley stayed in a hotel, motel, inn or B&B in the area during their trip. Meanwhile, 12.4 percent stayed in the private residence of a local friend or family member and 6.3 percent were in a vacation home or room rental.

Question: Where are you staying overnight in Napa Valley?  
Base: Respondents who stayed overnight in the Napa Valley area during their visit. 664 responses.

Chart 4: Overnight Visitors: Place of Stay in the Napa Valley Area

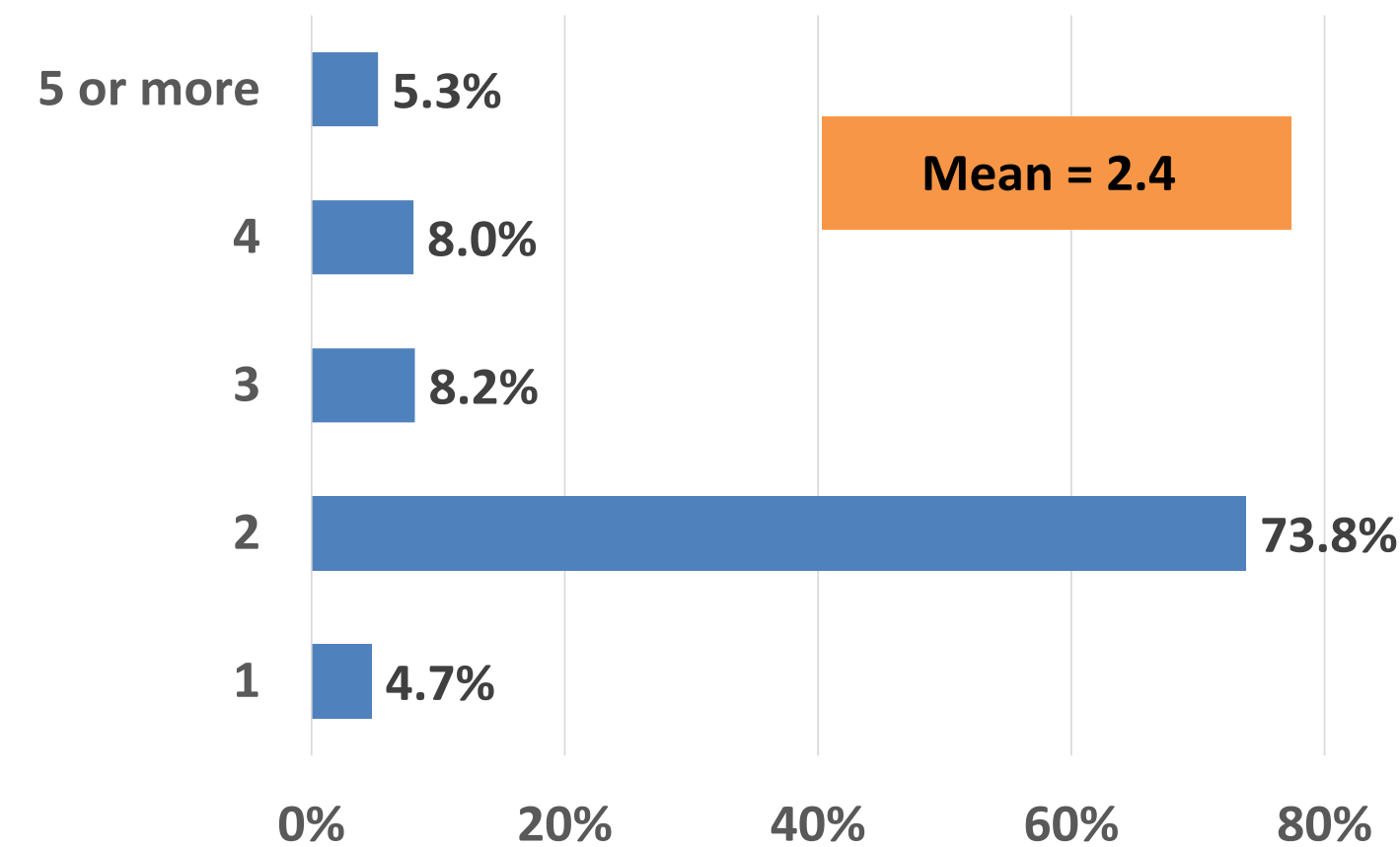




# Paid Lodging Guests: Number of People in Lodging Accommodations

The typical Napa Valley visitor who stayed in paid accommodations had 2.4 people in their hotel or home share rental. The Napa Valley visitors who stayed in paid accommodations were asked how many people, including themselves, stayed in their room or rental. Nearly three-quarters stayed with one other person (73.8%), while 4.7 percent were the sole occupant.

Chart 5: Number of People in Lodging Accommodations



Detail by Type of Visitor

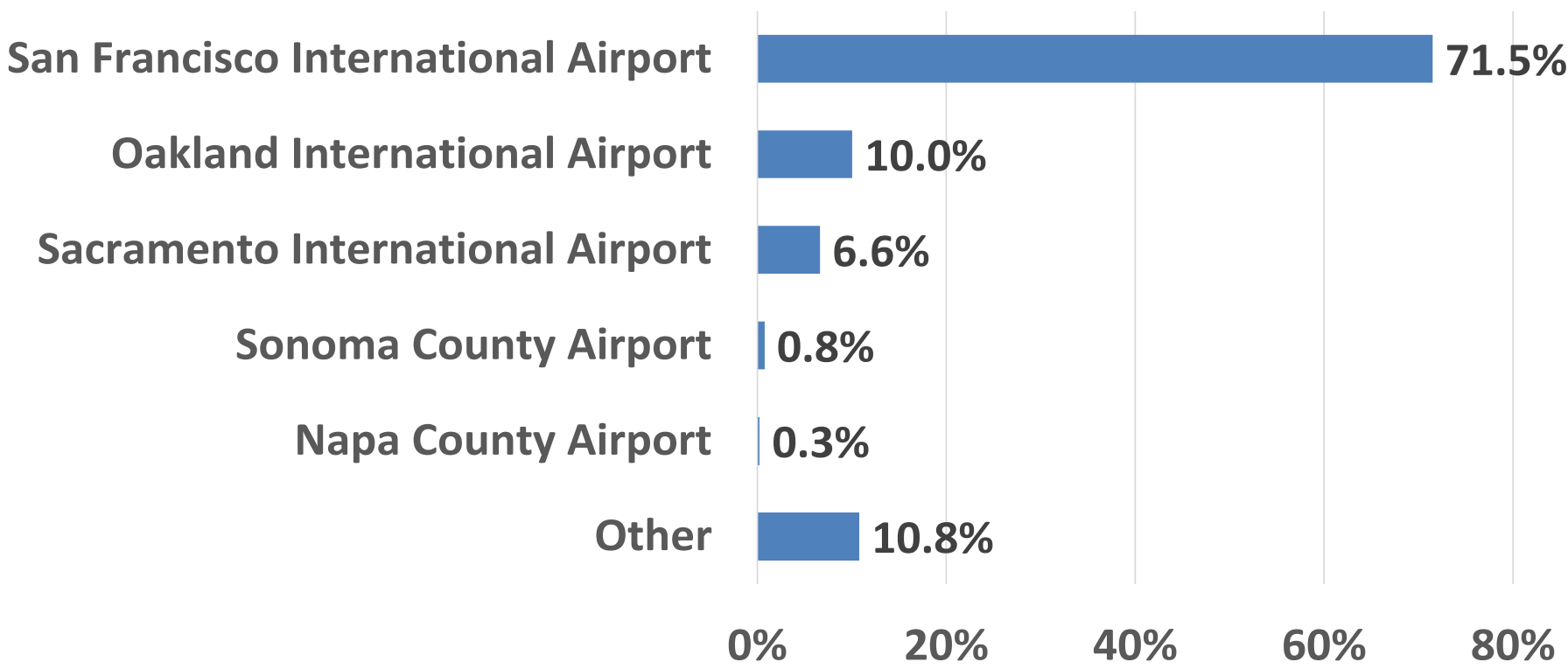
|           | Lodging Guest | Home Share Rental |
|-----------|---------------|-------------------|
| 5 or more | 5.2%          | 3.4%              |
| 4         | 7.8%          | 13.4%             |
| 3         | 7.6%          | 8.2%              |
| 2         | 74.6%         | 71.7%             |
| 1         | 4.7%          | 3.4%              |
| Mean      | 2.4           | 2.5               |
| Base      | 498           | 41                |

Question: How many people are staying in your lodging accommodations, including yourself?  
Base: Respondents who stayed overnight in the Napa Valley in paid accommodations. 539 responses.

# Airport Used

The Napa Valley visitors who arrived into the area by plane primarily flew into the San Francisco International Airport (71.5%). Additionally, one-in-ten air arrival visitors flew into Oakland International Airport, followed by 6.6 percent who flew into the Sacramento Airport.

Chart 6: Airport Used



Detail by Type of Visitor

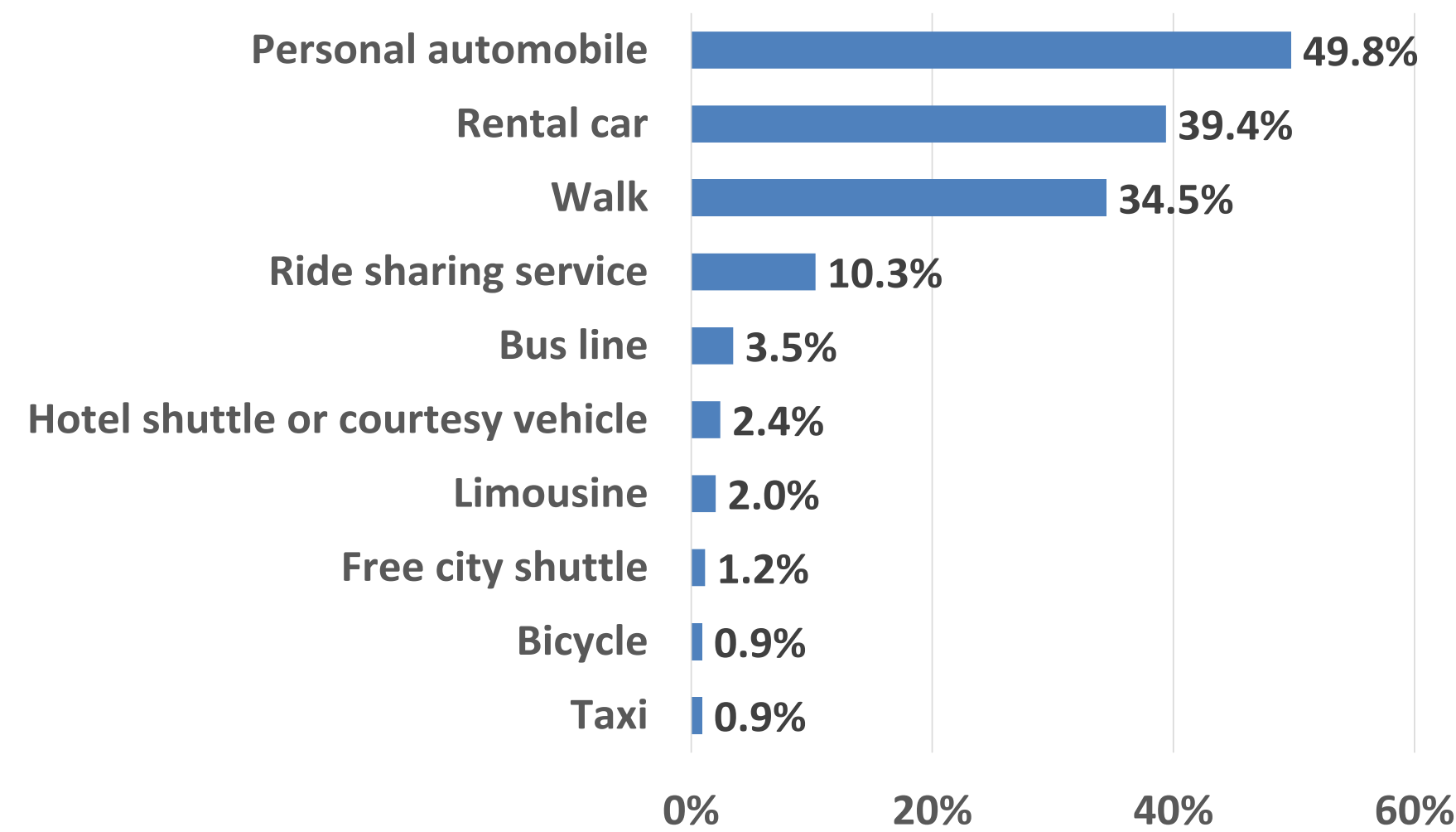
|                                     | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|-------------------------------------|---------------|-------------------|-------|----------|
| San Francisco International Airport | 67.4%         | 70.6%             | 69.6% | 74.6%    |
| Oakland International Airport       | 11.8%         | 21.7%             | 10.9% | 7.9%     |
| Sacramento International Airport    | 9.6%          | 4.0%              | 13.0% | 4.2%     |
| Napa County Airport                 | 0.3%          | 0.0%              | 0.0%  | 0.3%     |
| Sonoma County Airport               | 0.2%          | 0.0%              | 0.0%  | 1.3%     |
| Other                               | 10.6%         | 3.7%              | 6.5%  | 11.8%    |
| Base                                | 352           | 35                | 61    | 539      |

Question: If you arrived in the area by plane, which airport did you use?  
Base: Respondents who arrived to the area by plane. 987 responses.

# Modes of Transportation Used In-Market

Automobiles, either personal (49.8%) or rental cars (39.4%), and walking (34.5%) were the most utilized forms of transportation in the Napa Valley. Additionally, one-in-ten visitors also used a ride sharing services such as Uber or Lyft (10.3%) to travel around the destination. Lodging Guests were much more likely than day-trip visitors to have utilized ride sharing services in the Napa Valley during their trip (18.7% vs. 6.1%, respectively).

Chart 7: Modes of Transportation Used In-Market



Question: On this trip, which methods of transportation will you utilize while in the Napa Valley? (SELECT ALL THAT APPLY) Base: All respondents. 1810 responses.

Detail by Type of Visitor

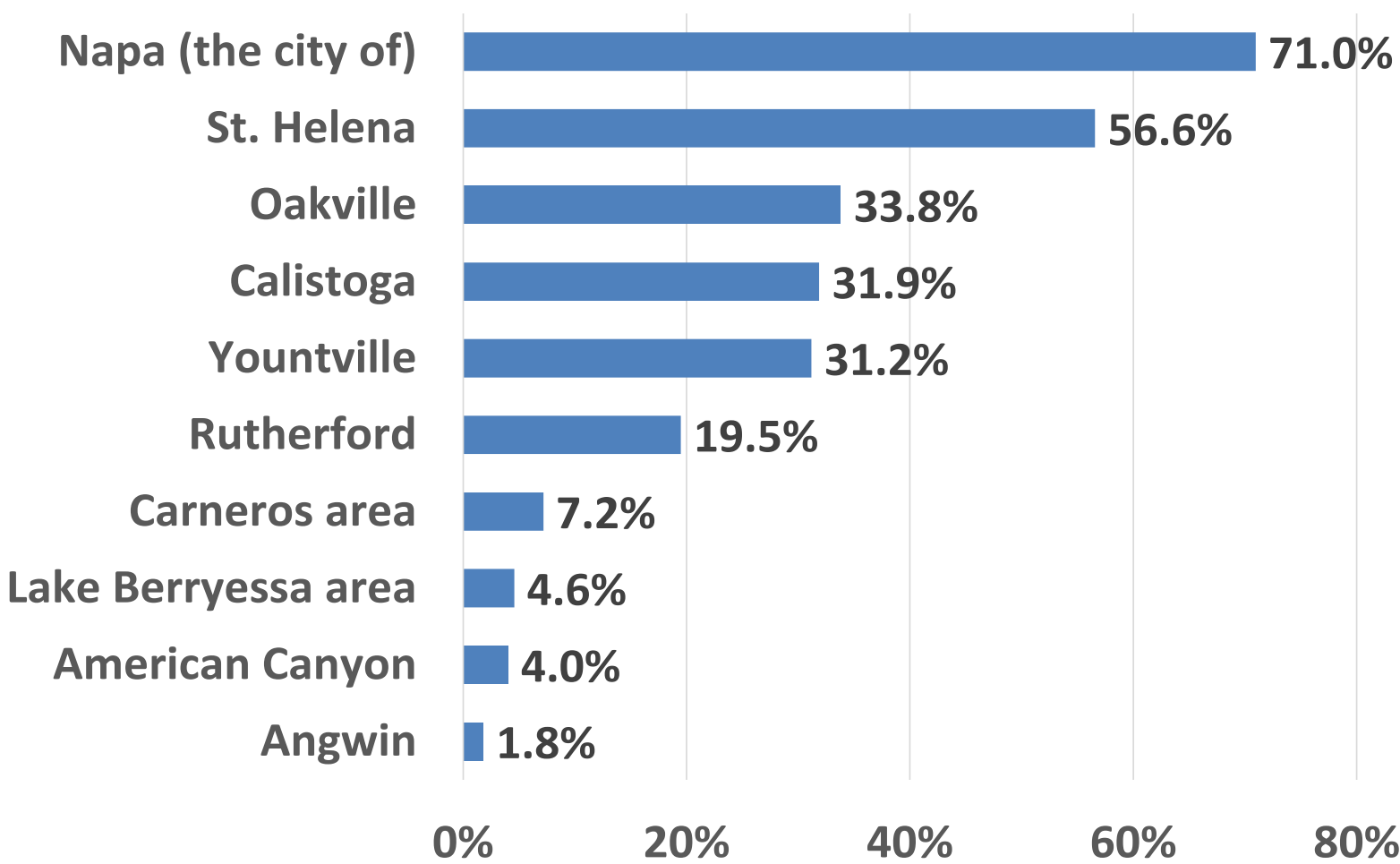
|                                         | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|-----------------------------------------|---------------|-------------------|-------|----------|
| Personal automobile                     | 33.4%         | 18.2%             | 41.0% | 59.2%    |
| Rental car                              | 58.4%         | 73.4%             | 52.2% | 28.4%    |
| Walk                                    | 31.1%         | 35.0%             | 26.0% | 36.5%    |
| Uber/Lyft or other ride sharing service | 18.7%         | 10.1%             | 16.8% | 6.1%     |
| Bus line                                | 1.7%          | 1.7%              | 1.7%  | 4.5%     |
| Hotel shuttle or courtesy vehicle       | 3.0%          | 0.0%              | 1.7%  | 2.3%     |
| Limousine                               | 3.7%          | 1.7%              | 0.0%  | 1.5%     |
| Free city shuttle                       | 0.7%          | 0.0%              | 3.4%  | 1.2%     |
| Bicycle                                 | 2.6%          | 0.0%              | 0.0%  | 0.2%     |
| Taxi                                    | 1.0%          | 0.0%              | 0.0%  | 1.0%     |
| Base                                    | 527           | 41                | 79    | 1163     |



# The Napa Valley Areas Visited

Of the towns and areas tested, the cities of Napa (71.0%) and St. Helena (56.6%) had the highest reported visitation among all survey respondents. Interestingly, Lodging Guests were significantly more likely to have visited Calistoga and Yountville compared to day-trip visitors.

Chart 8: The Napa Valley Areas Visited



Question: On this trip, which Napa Valley towns or areas have you (or will you) visit? (SELECT ALL THAT APPLY) Base: All respondents. 1804 responses.

Detail by Type of Visitor

|                     | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------------|---------------|-------------------|-------|----------|
| Napa (the city of)  | 84.0%         | 85.1%             | 86.5% | 63.5%    |
| St. Helena          | 60.1%         | 70.0%             | 64.6% | 54.0%    |
| Oakville            | 31.0%         | 51.4%             | 38.7% | 34.1%    |
| Calistoga           | 43.8%         | 46.5%             | 37.1% | 25.6%    |
| Yountville          | 46.7%         | 54.9%             | 37.8% | 22.7%    |
| Rutherford          | 26.1%         | 34.8%             | 40.4% | 14.4%    |
| Carneros area       | 9.2%          | 18.2%             | 5.1%  | 6.1%     |
| Lake Berryessa area | 3.4%          | 10.1%             | 3.4%  | 5.0%     |
| American Canyon     | 6.8%          | 11.7%             | 0.0%  | 2.8%     |
| Angwin              | 1.6%          | 5.0%              | 0.0%  | 1.9%     |
| Base                | 526           | 41                | 79    | 1158     |

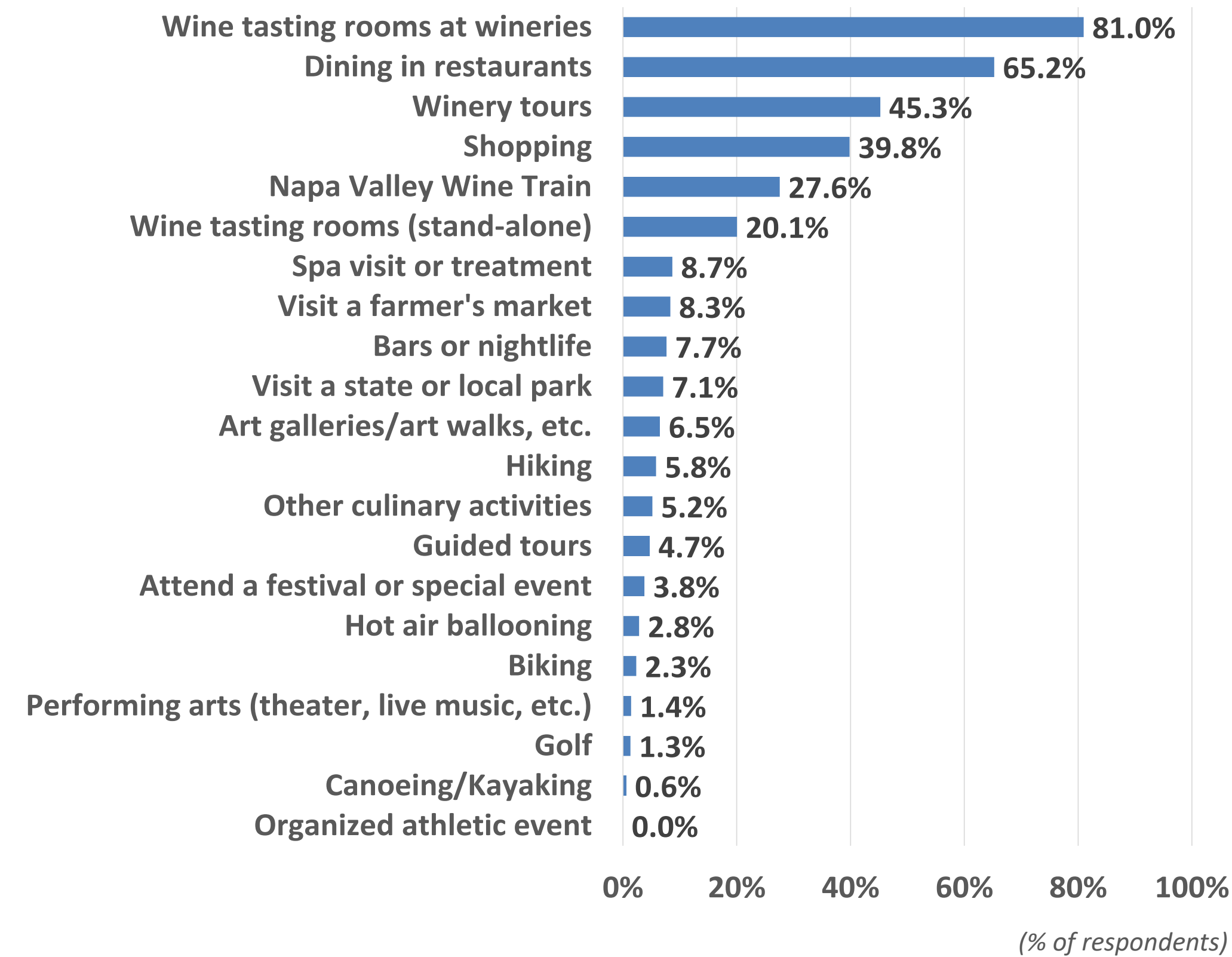
# Activities/Attractions in the Napa Valley

The Napa Valley’s visitors participated in a wide variety of activities but most commonly went to wine tasting rooms at wineries, dined in restaurants and went on winery tours. Presented with a list of twenty-one activities, visitors were asked which they would participate in during their time in the Napa Valley. Beyond tasting rooms at wineries, restaurants and winery tours, one-in-five or more visitors also went shopping (39.8%), on the Napa Valley Wine Train (27.6%) and/or to stand-alone wine tasting rooms (20.1%) on their trip.

*The data segmented by visitor type is presented on the next slide.*

Question: On this trip, which activities or attractions will you participate in while in the Napa Valley? (SELECT ALL THAT APPLY) Base: All respondents. 1806 responses.

Chart 9: Activities/Attractions in the Napa Valley



# Activities/Attractions – Complete Details

## Detail by Type of Visitor

|                                             | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------------------------------------|---------------|-------------------|-------|----------|
| Wine tasting rooms at wineries              | 81.9%         | 81.5%             | 80.7% | 80.5%    |
| Dining in restaurants                       | 83.6%         | 81.8%             | 84.1% | 54.9%    |
| Winery tours                                | 48.5%         | 66.9%             | 39.5% | 43.3%    |
| Shopping                                    | 49.1%         | 54.7%             | 57.1% | 34.1%    |
| The Napa Valley Wine Train                  | 30.7%         | 43.4%             | 36.9% | 25.1%    |
| Wine tasting rooms (stand-alone)            | 23.7%         | 24.7%             | 24.4% | 18.0%    |
| Spa visit or treatment                      | 15.4%         | 8.2%              | 5.1%  | 6.0%     |
| Visit a farmer's market                     | 11.9%         | 30.0%             | 16.8% | 5.2%     |
| Bars or nightlife                           | 17.8%         | 15.1%             | 5.1%  | 2.9%     |
| Visit a state or local park                 | 9.5%          | 10.1%             | 11.8% | 5.5%     |
| Art galleries/art walks, etc.               | 10.1%         | 9.8%              | 13.5% | 4.3%     |
| Hiking                                      | 9.3%          | 11.7%             | 15.2% | 3.4%     |
| Other culinary activities                   | 8.1%          | 5.0%              | 3.4%  | 3.9%     |
| Guided tours                                | 6.4%          | 5.0%              | 5.1%  | 3.9%     |
| Attend a festival or special event          | 5.4%          | 1.7%              | 5.1%  | 3.0%     |
| Hot air ballooning                          | 6.1%          | 10.1%             | 5.1%  | 1.0%     |
| Biking                                      | 4.6%          | 3.4%              | 5.1%  | 1.1%     |
| Performing arts (theater, live music, etc.) | 2.2%          | 1.7%              | 3.4%  | 1.0%     |
| Golf                                        | 2.3%          | 1.7%              | 3.4%  | 0.6%     |
| Canoeing/Kayaking                           | 1.0%          | 0.0%              | 3.4%  | 0.2%     |
| Organized athletic event                    | 0.1%          | 0.0%              | 0.0%  | 0.0%     |
| Base                                        | 527           | 41                | 79    | 1156     |

Question: On this trip, in which activities or attractions will you participate in while in the Napa Valley? (SELECT ALL THAT APPLY)

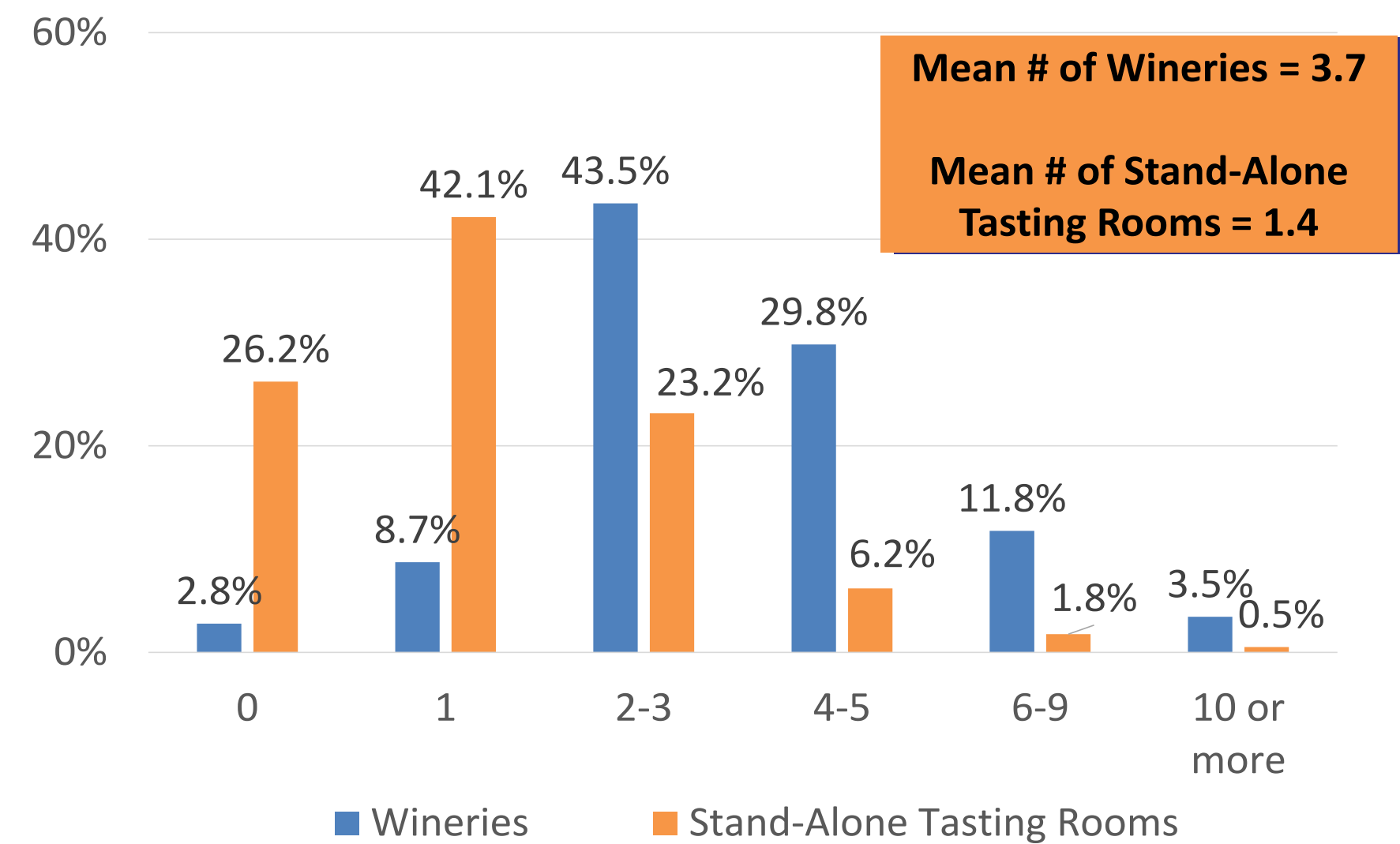
Base: All respondents. 1803 responses.



# The Number of Napa Valley Wineries Visited

The average Napa Valley visitor went to 3.7 wineries and 1.4 stand-alone tasting rooms during their trip to the area. The Napa Valley visitors were asked how many area wineries and tasting rooms they visited or planned to visit during their trip. Nearly all visitors surveyed went to at least one winery while on their Napa Valley trip (97.2%), while 73.8 percent went to at least one tasting room. As expected, overnight visitors went to more wineries and tasting rooms on average compared to day-trip visitors.

Chart 10: The Number of Napa Valley Wineries Visited



Detail by Type of Visitor

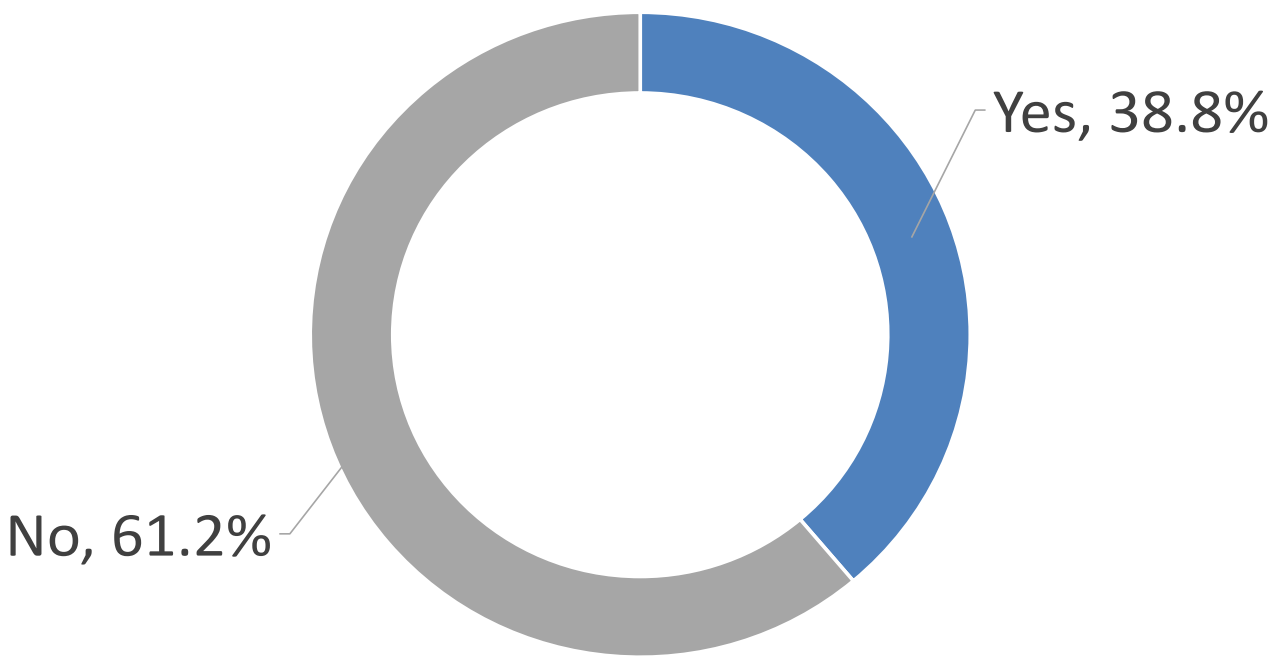
|            | Lodging Guest |               | Home Share Rental |               | VFR      |               | Day Trip |               |
|------------|---------------|---------------|-------------------|---------------|----------|---------------|----------|---------------|
|            | Wineries      | Tasting Rooms | Wineries          | Tasting Rooms | Wineries | Tasting Rooms | Wineries | Tasting Rooms |
| 10 or more | 8.1%          | 1.7%          | 4.8%              | 0.0%          | 9.0%     | 0.0%          | 0.9%     | 0.0%          |
| 6-9        | 21.4%         | 2.0%          | 36.7%             | 6.1%          | 10.8%    | 3.8%          | 6.4%     | 1.5%          |
| 4-5        | 28.0%         | 8.9%          | 21.8%             | 6.1%          | 41.5%    | 11.4%         | 30.1%    | 4.7%          |
| 2-3        | 28.7%         | 27.8%         | 33.3%             | 35.8%         | 35.0%    | 41.4%         | 51.4%    | 19.9%         |
| 1          | 8.3%          | 33.2%         | 3.4%              | 42.3%         | 1.8%     | 28.3%         | 9.6%     | 46.7%         |
| 0          | 5.5%          | 26.3%         | 0.0%              | 9.8%          | 1.8%     | 15.2%         | 1.7%     | 27.1%         |
| Mean       | 4.5           | 1.8           | 5.2               | 2.0           | 4.7      | 2.1           | 3.2      | 1.2           |
| Base       | 508           |               | 41                |               | 73       |               | 1103     |               |

Question: How many Napa Valley wineries and stand-alone tasting rooms did you visit during your stay? Base: All respondents. 1725 responses.

# Winery Reservations

Four-in-ten visitors surveyed made advance appointments to visit the Napa Valley wineries (38.8%). Lodging guests were significantly more likely to have made advance appointments for wineries compared to day-trippers (50.2% vs. 32.8%, respectively).

Chart 11: Winery Reservations



Question: Did you make advance appointments to visit Napa Valley wineries?  
Base: All respondents. 1658 responses.

Detail by Type of Visitor

|      | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|------|---------------|-------------------|-------|----------|
| Yes  | 50.2%         | 55.5%             | 39.0% | 32.8%    |
| No   | 49.8%         | 44.5%             | 61.0% | 67.2%    |
| Base | 496           | 40                | 66    | 1056     |



# Daily In-Market Spending

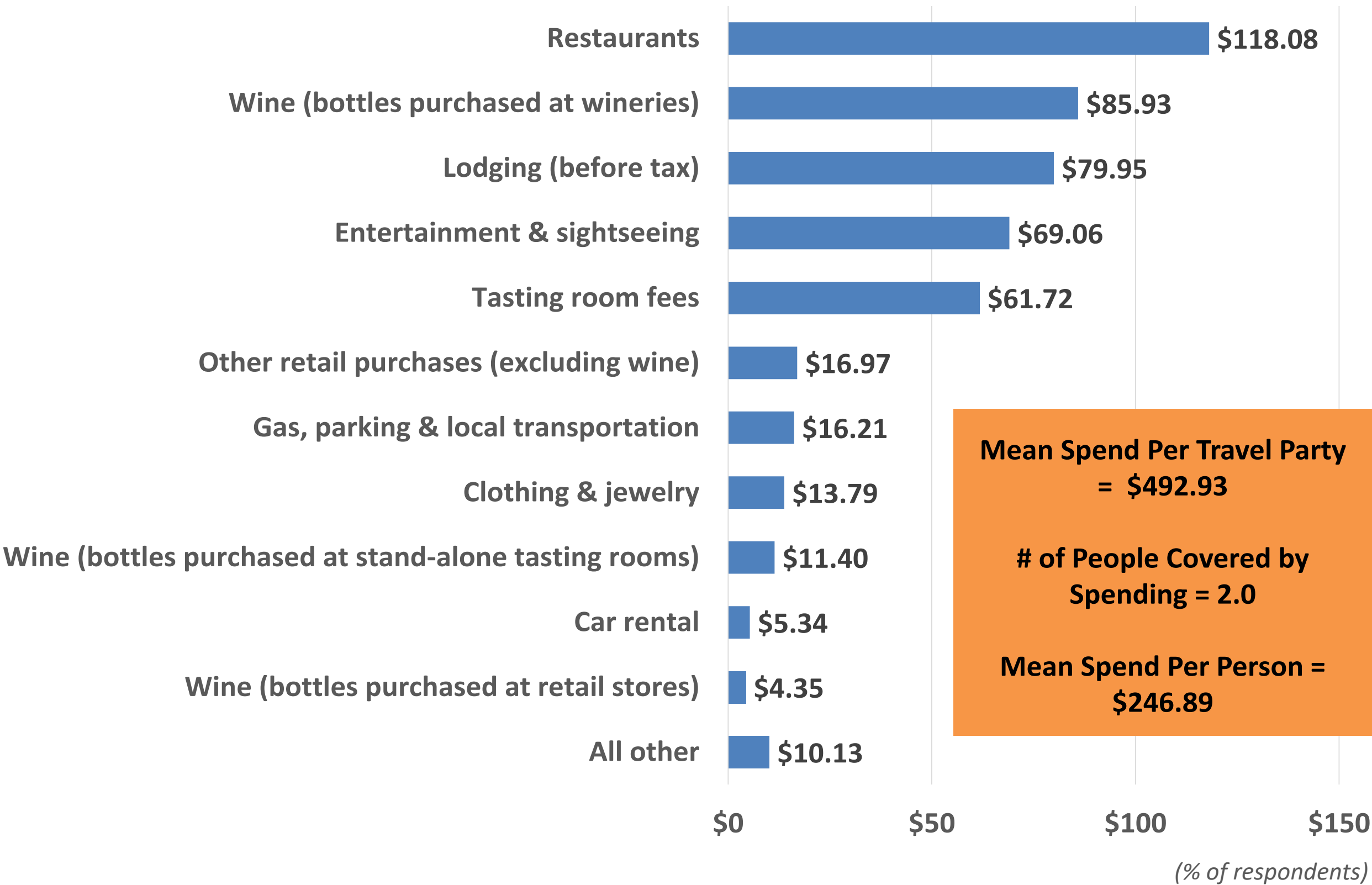
The typical 2018 visiting travel party to the Napa Valley spent **\$492.93 per trip day in the area**. The bulk of this spending is attributed to restaurants (\$118.08) and wine purchased at wineries (\$85.93). Since this reported travel party spend covered an average of 2.0 people, it is estimated that each of the Napa Valley visitor represents \$246.89 in daily in-market spending.

It is important to note that the \$79.95 average spend for lodging (shown at right) includes all visitors, even those not staying in paid commercial lodging. This data is not reflective of average room rates. The average lodging guest surveyed reported spending \$250.56 on lodging before tax (shown on the breakout table on the following page).

*Travel party spending data segmented by visitor type is presented on the next slide.*

Question: Approximately how much will you spend in the Napa Valley PER DAY on the following? Base: All respondents. 1816 responses.

Chart 12: Daily In-Market Spending





# Daily In-Market Spending (continued)

## Detail by Type of Visitor

|                                                       | Lodging Guest | Home Share Rental | VFR      | Day-Trip |
|-------------------------------------------------------|---------------|-------------------|----------|----------|
| Restaurants                                           | \$169.25      | \$165.06          | \$150.11 | \$89.82  |
| Wine (bottles purchased at wineries)                  | \$113.24      | \$101.92          | \$54.20  | \$74.91  |
| Lodging (before tax)                                  | \$250.56      | \$254.11          | \$0.37   | \$0.00   |
| Entertainment & sightseeing                           | \$76.48       | \$81.49           | \$85.74  | \$64.04  |
| Tasting room fees                                     | \$75.69       | \$102.66          | \$69.51  | \$52.77  |
| Other retail purchases (excluding wine)               | \$22.49       | \$14.49           | \$13.53  | \$14.46  |
| Gas, parking & local transportation                   | \$23.10       | \$8.85            | \$23.27  | \$12.54  |
| Clothing & jewelry                                    | \$22.14       | \$6.94            | \$23.45  | \$9.44   |
| Wine (bottles purchased at stand-alone tasting rooms) | \$20.47       | \$6.38            | \$17.75  | \$6.34   |
| Car rental                                            | \$13.25       | \$1.39            | \$0.92   | \$2.01   |
| Wine (bottles purchased at retail stores)             | \$7.37        | \$5.42            | \$0.00   | \$3.18   |
| All other                                             | \$15.96       | \$0.69            | \$8.09   | \$7.89   |
| Mean Spending per Travel Party                        | \$810.00      | \$749.41          | \$446.94 | \$337.40 |
| # of People Covered by Spending                       | 2.0           | 2.0               | 2.0      | 2.0      |
| Mean Spending per Person                              | \$405.28      | \$370.66          | \$218.21 | \$169.64 |
| Base                                                  | 529           | 40                | 79       | 1165     |

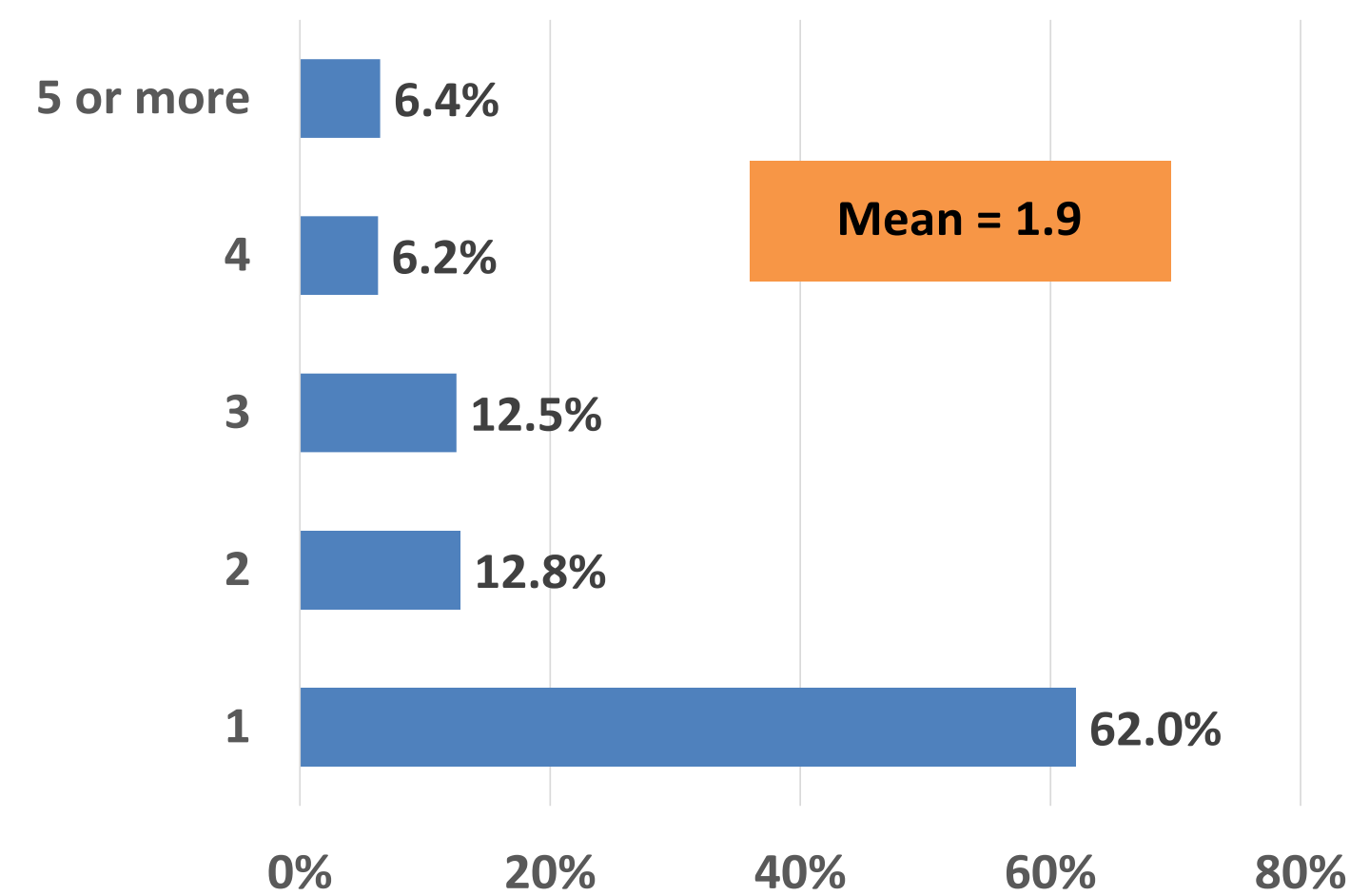
Question: Approximately how much will you spend in the Napa Valley PER DAY on the following?

Base: All respondents. 1813 responses.

# Days Spent in the Napa Valley

The average Napa Valley visitor spent 1.9 days in the destination during their trip. The Napa Valley visitors who stayed in a hotel, motel, inn or B&B spent an average of 3.0 days in the area.

Chart 14: Days Spent in the Napa Valley



Question: How many days will you spend in the Napa Valley?  
Base: All respondents. 1486 responses.

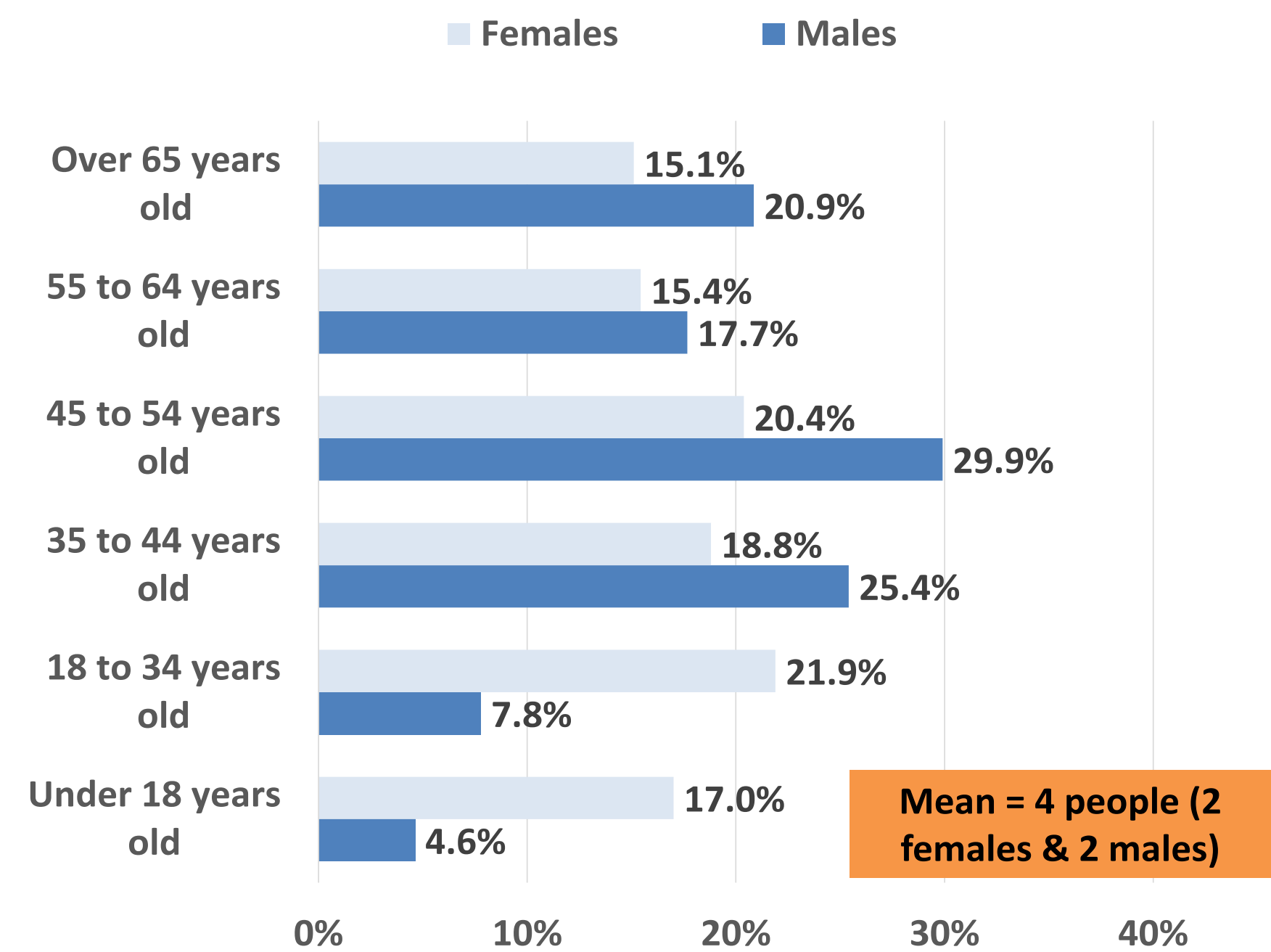
Detail by Type of Visitor

|           | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|-----------|---------------|-------------------|-------|----------|
| 5 or more | 14.2%         | 18.5%             | 21.0% | 0.0%     |
| 4         | 14.1%         | 17.1%             | 18.1% | 0.0%     |
| 3         | 28.6%         | 42.4%             | 34.4% | 0.0%     |
| 2         | 33.2%         | 11.9%             | 20.8% | 0.0%     |
| 1         | 10.0%         | 10.0%             | 5.7%  | 100.0%   |
| Mean      | 3.0           | 3.4               | 3.4   | 1.0      |
| Base      | 510           | 41                | 69    | 866      |

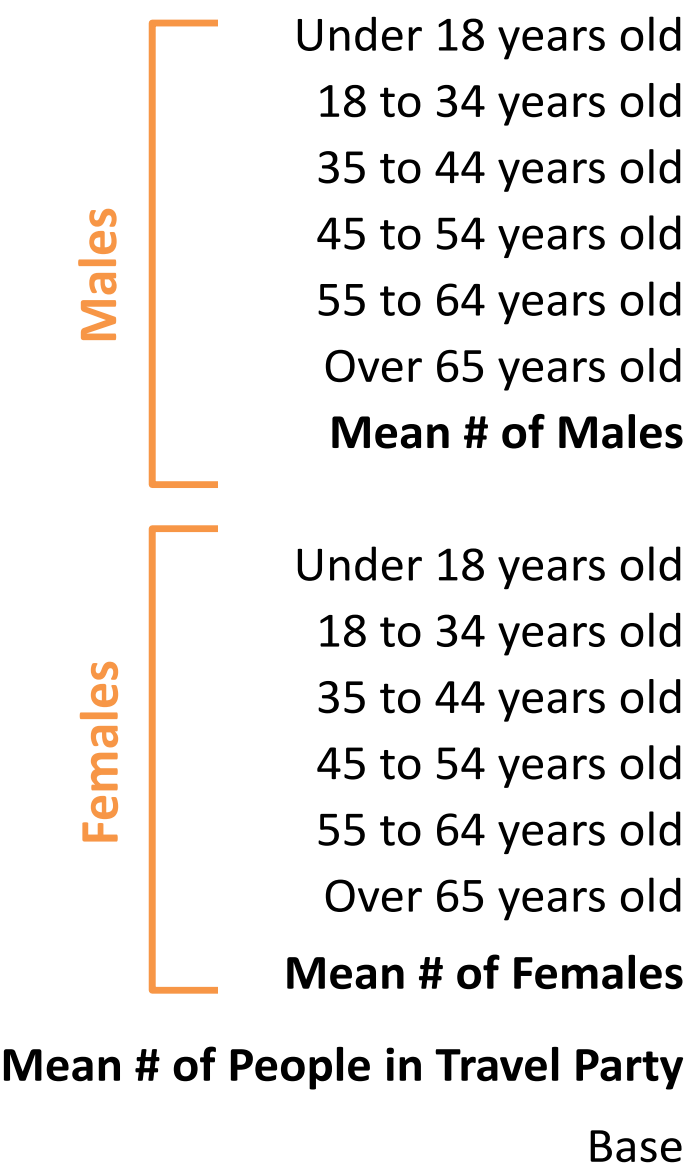
# Travel Group Composition

The typical Napa Valley travel group consisted of 4 people, comprised of approximately 2 females and 2 males.

Chart 15: Travel Group Composition



Detail by Type of Visitor



| Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------|-------------------|-------|----------|
| 3.2%          | 3.3%              | 4.8%  | 5.3%     |
| 6.7%          | 3.3%              | 4.8%  | 8.7%     |
| 19.9%         | 32.8%             | 12.8% | 28.3%    |
| 24.5%         | 44.3%             | 22.4% | 32.1%    |
| 17.8%         | 17.9%             | 14.4% | 17.9%    |
| 20.3%         | 11.5%             | 16.8% | 21.7%    |
| 2.0           | 2.0               | 2.0   | 3.0      |
| 15.0%         | 13.2%             | 10.4% | 18.5%    |
| 21.6%         | 9.9%              | 20.0% | 22.7%    |
| 18.3%         | 11.3%             | 17.6% | 19.3%    |
| 20.9%         | 11.3%             | 20.0% | 20.6%    |
| 19.9%         | 22.9%             | 20.0% | 12.9%    |
| 18.2%         | 22.9%             | 19.2% | 13.2%    |
| 2.0           | 2.0               | 2.0   | 2.0      |
| 4.0           | 4.0               | 4.0   | 5.0      |
| 536           | 42                | 83    | 1204     |

Question: Please tell us how many people (including yourself) of each age group and gender are in your immediate travel party. Base: All respondents. 1865 responses.



# Planning Resources Used Before Arrival

Reviews websites, mapping websites and other travel websites were the resources visitors used most to plan their Napa Valley trip pre-arrival. OTAs (14.8%), social media (13.7%) and VisitNapaValley.com (13.4%) were the next most utilized travel planning resources. Overnight visitors were slightly more likely than day-trip visitors to have turned to VisitNapaValley.com to plan their trip pre-arrival.

Chart 16: Planning Resources Used Before Arrival



Detail by Type of Visitor

|                                                   | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------------------------------------------|---------------|-------------------|-------|----------|
| Reviews websites (i.e. Yelp, TripAdvisor)         | 55.1%         | 63.9%             | 28.9% | 38.9%    |
| Mapping websites (i.e. Google Maps)               | 31.8%         | 22.9%             | 12.8% | 24.0%    |
| Other travel websites                             | 24.2%         | 39.2%             | 19.2% | 17.3%    |
| Online travel agencies (i.e. Expedia, Priceline)  | 21.9%         | 36.3%             | 17.6% | 10.4%    |
| Social Media (i.e. Facebook, Snapchat)            | 16.8%         | 11.5%             | 15.9% | 12.2%    |
| www.VisitNapaValley.com                           | 16.6%         | 33.0%             | 17.6% | 10.9%    |
| Magazines and/or newspapers                       | 8.2%          | 11.5%             | 3.9%  | 4.7%     |
| Free winery map(s) and/or winery guide(s)         | 8.7%          | 4.9%              | 4.8%  | 4.4%     |
| Official Napa Valley Visitors Guide               | 7.7%          | 8.0%              | 4.8%  | 3.5%     |
| Free travel guide book(s) or brochures            | 6.2%          | 9.9%              | 1.6%  | 3.5%     |
| Traditional travel agency                         | 4.3%          | 3.3%              | 3.2%  | 2.5%     |
| Commercial travel guidebooks (i.e. Lonely Planet) | 4.2%          | 0.0%              | 1.6%  | 0.9%     |
| Base                                              | 536           | 42                | 83    | 1204     |

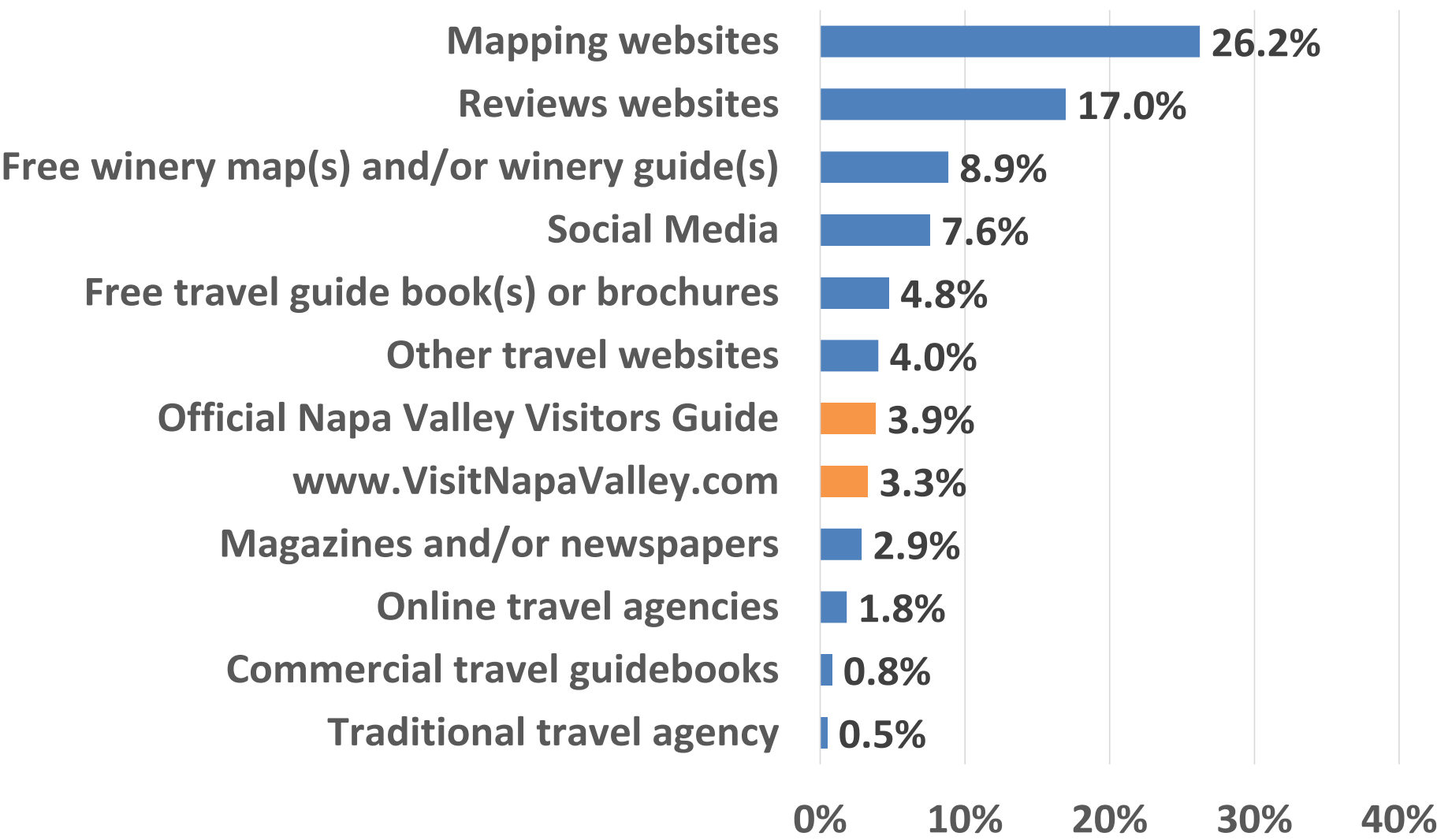
Question: Which of the following tools did you use specifically to plan your trip before arriving and which will you use while in the Napa Valley area? (SELECT ALL THAT APPLY)  
Base: All respondents. 1865 responses.



# Planning Resources Used In-Market

Mapping websites and review websites continue to be top travel planning resources in-market followed by free winery maps. Just under 5 percent of respondents used the official Napa Valley Visitors Guide (3.9%) and/or VisitNapaValley.com (3.3%) to continue planning their Napa Valley area trip in the destination.

Chart 17: Planning Resources Used In-Market



Detail by Type of Visitor

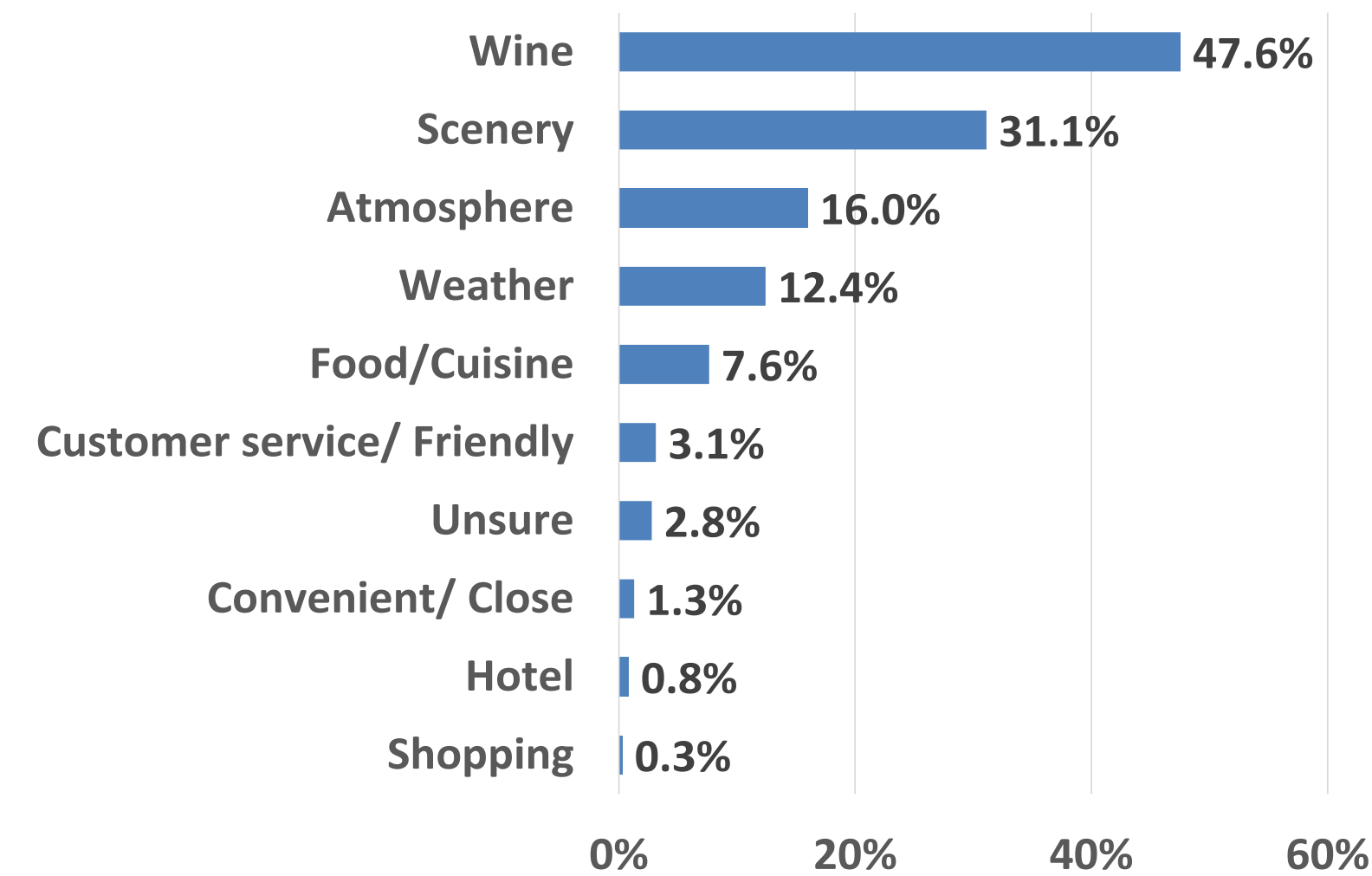
|                                                   | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------------------------------------------|---------------|-------------------|-------|----------|
| Mapping websites (i.e. Google Maps)               | 30.8%         | 31.3%             | 9.6%  | 25.2%    |
| Reviews websites (i.e. Yelp, TripAdvisor)         | 24.0%         | 19.6%             | 11.2% | 14.2%    |
| Free winery map(s) and/or winery guide(s)         | 14.6%         | 9.9%              | 11.2% | 6.1%     |
| Social Media (i.e. Facebook, Snapchat)            | 10.4%         | 3.3%              | 7.1%  | 6.6%     |
| Free travel guide book(s) or brochures            | 6.5%          | 8.2%              | 4.8%  | 3.9%     |
| Other travel websites                             | 4.9%          | 1.4%              | 4.8%  | 3.7%     |
| Official Napa Valley Visitors Guide               | 7.4%          | 8.2%              | 4.8%  | 2.0%     |
| www.VisitNapaValley.com                           | 6.4%          | 16.5%             | 3.2%  | 1.4%     |
| Magazines and/or newspapers                       | 5.5%          | 0.0%              | 3.9%  | 1.8%     |
| Online travel agencies (i.e. Expedia, Priceline)  | 2.1%          | 1.6%              | 6.4%  | 1.4%     |
| Commercial travel guidebooks (i.e. Lonely Planet) | 1.6%          | 0.0%              | 1.6%  | 0.5%     |
| Traditional travel agency                         | 0.7%          | 0.0%              | 0.0%  | 0.5%     |
| Base                                              | 536           | 42                | 83    | 1204     |

Question: Which of the following tools did you use specifically to plan your trip before arriving and which will you use while in the Napa Valley area? (SELECT ALL THAT APPLY) Base: All respondents. 1865 responses.

# Most-Liked Aspects of the Napa Valley

Visitors to the Napa Valley area most value the destination’s wine (47.6%), scenery (31.1%), atmosphere (16.0%) and weather (12.4%). Additionally, 7.6 percent of visitors cited the area’s culinary scene as their most-liked aspect of the Napa Valley. Surveyed visitors were asked, in an open-ended format, what they liked best about their experience in the Napa Valley. The chart and table below list the top cited responses.

Chart 18: Most-Liked Aspects of the Napa Valley



Detail by Type of Visitor

|                            | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|----------------------------|---------------|-------------------|-------|----------|
| Wine                       | 49.0%         | 49.1%             | 31.9% | 47.9%    |
| Scenery                    | 26.5%         | 45.8%             | 17.6% | 33.6%    |
| Atmosphere                 | 13.5%         | 8.2%              | 16.8% | 17.3%    |
| Weather                    | 15.0%         | 24.7%             | 20.8% | 10.2%    |
| Food/Cuisine               | 10.2%         | 6.6%              | 6.4%  | 6.6%     |
| Customer service/ Friendly | 3.8%          | 6.6%              | 3.2%  | 2.7%     |
| Unsure                     | 3.3%          | 1.6%              | 2.3%  | 2.7%     |
| Convenient/ Close          | 1.4%          | 0.0%              | 1.6%  | 1.3%     |
| Hotel                      | 2.3%          | 1.6%              | 2.3%  | 0.1%     |
| Shopping                   | 0.0%          | 0.0%              | 0.0%  | 0.5%     |
| Base                       | 536           | 42                | 83    | 1204     |

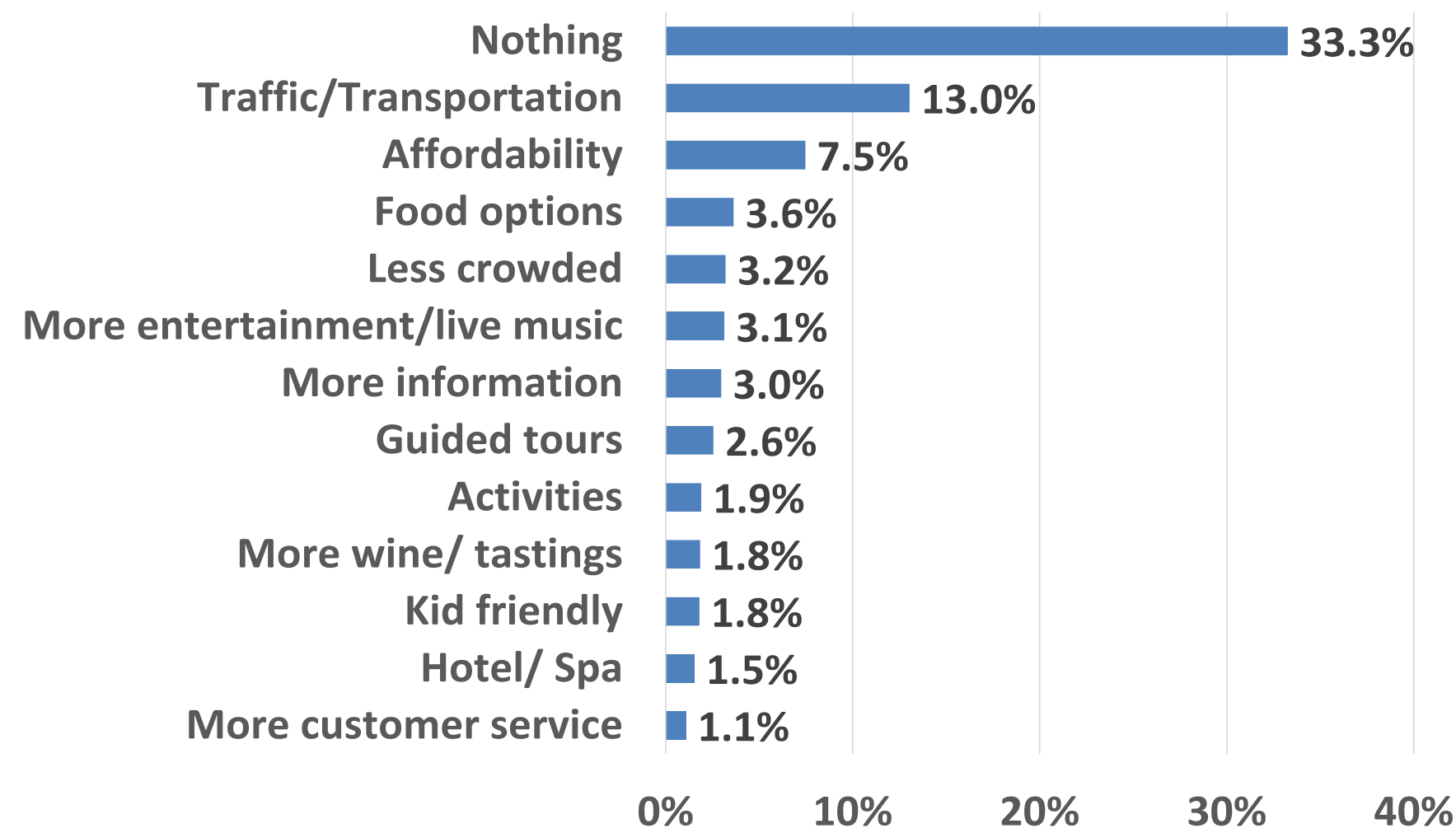
Question: Which aspects of the Napa Valley do you like best? (VERBATIM RESPONSE)  
Base: All respondents. 1865 responses.



# Attractions/Services that Would Enhance the Napa Valley

When asked what attractions or services would have most enhanced visitors’ experience in the Napa Valley, one-third of respondents said there was “nothing” the destination needed (33.3%). Of the specific suggestions provided, alleviating traffic (13.0%) and making the area more affordable (7.5%) were the top-cited services that would enhance the Napa Valley experience. Approximately 5 percent of lodging guests surveyed also suggested adding more food options (4.4%) and/or more entertainment/live music (4.6%).

Chart 19: Attractions/Services that Would Enhance the Napa Valley



Detail by Type of Visitor

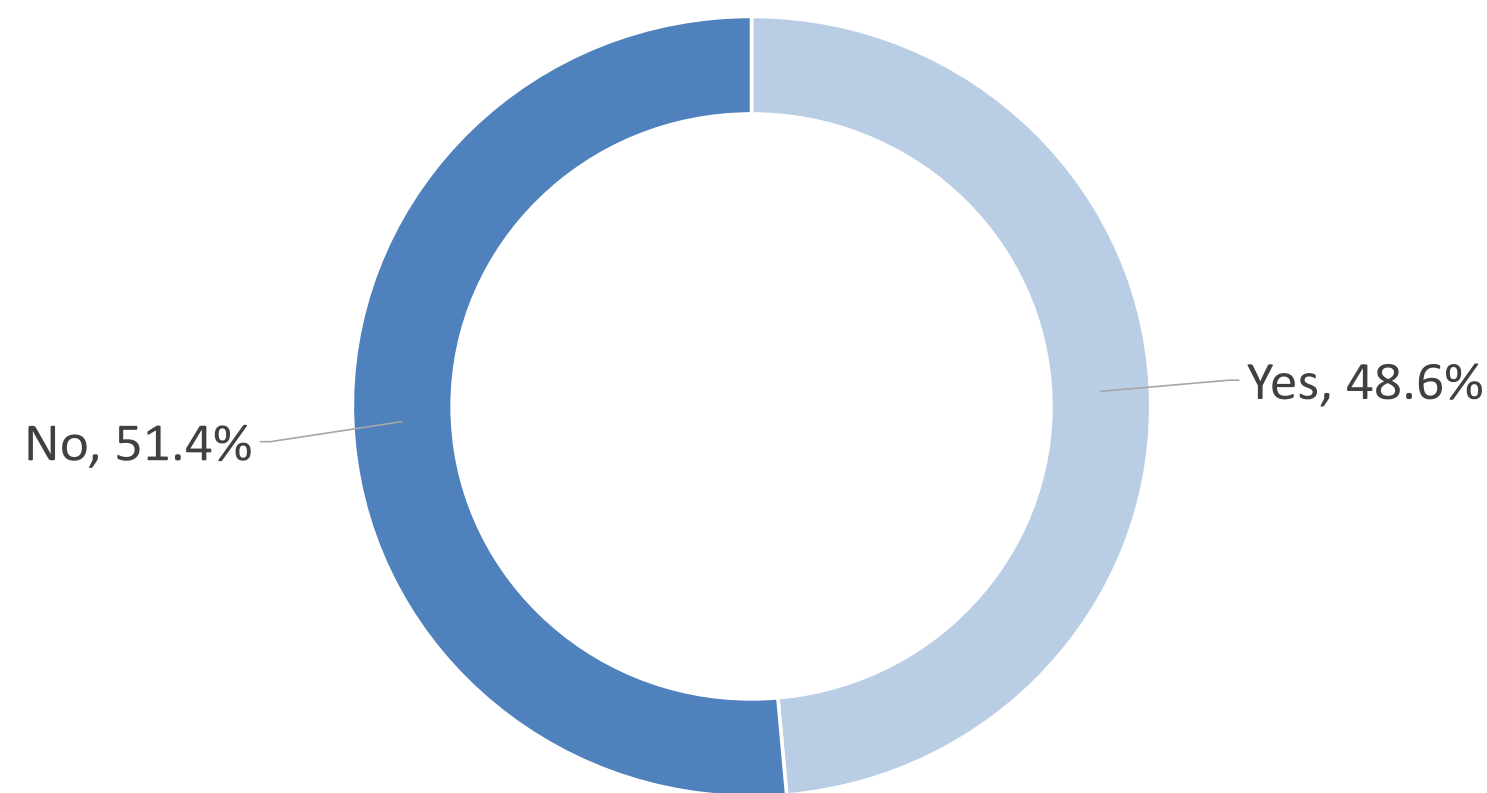
|                               | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|-------------------------------|---------------|-------------------|-------|----------|
| Nothing                       | 31.5%         | 24.3%             | 28.9% | 34.7%    |
| Traffic/Transportation        | 12.5%         | 26.4%             | 16.0% | 12.6%    |
| Affordability                 | 6.3%          | 3.3%              | 0.7%  | 8.7%     |
| Food options                  | 4.4%          | 0.0%              | 3.2%  | 3.4%     |
| Less crowded                  | 0.7%          | 3.3%              | 0.7%  | 4.6%     |
| More entertainment/live music | 4.6%          | 1.6%              | 0.0%  | 2.7%     |
| More information              | 3.3%          | 8.2%              | 1.6%  | 2.7%     |
| Guided tours                  | 2.4%          | 3.3%              | 1.6%  | 2.6%     |
| Activities                    | 1.9%          | 0.0%              | 1.6%  | 2.0%     |
| More wine/ tastings           | 2.1%          | 3.1%              | 6.4%  | 1.4%     |
| Kid friendly                  | 2.4%          | 0.0%              | 3.2%  | 1.5%     |
| Hotel/ Spa                    | 2.4%          | 1.6%              | 0.0%  | 1.2%     |
| More customer service         | 1.5%          | 0.0%              | 3.2%  | 0.8%     |
| Base                          | 536           | 42                | 83    | 1204     |

Question: In your opinion, what attractions or services would most enhance the Napa Valley?  
(VERBATIM RESPONSE) Base: All respondents. 1865 responses.

# First-Time Visitor to the Napa Valley

Nearly half of respondents were first-time visitors to the Napa Valley (48.6%). The remaining 51.4 percent were repeat visitors. Lodging guests were slightly more likely to be first-time visitors to the area compared to day-trippers (51.8% vs. 45.4%, respectively).

Chart 20a: First-Time Visitor to the Napa Valley



Question: Is this your first visit to the Napa Valley?  
Base: All respondents. 1736 responses.

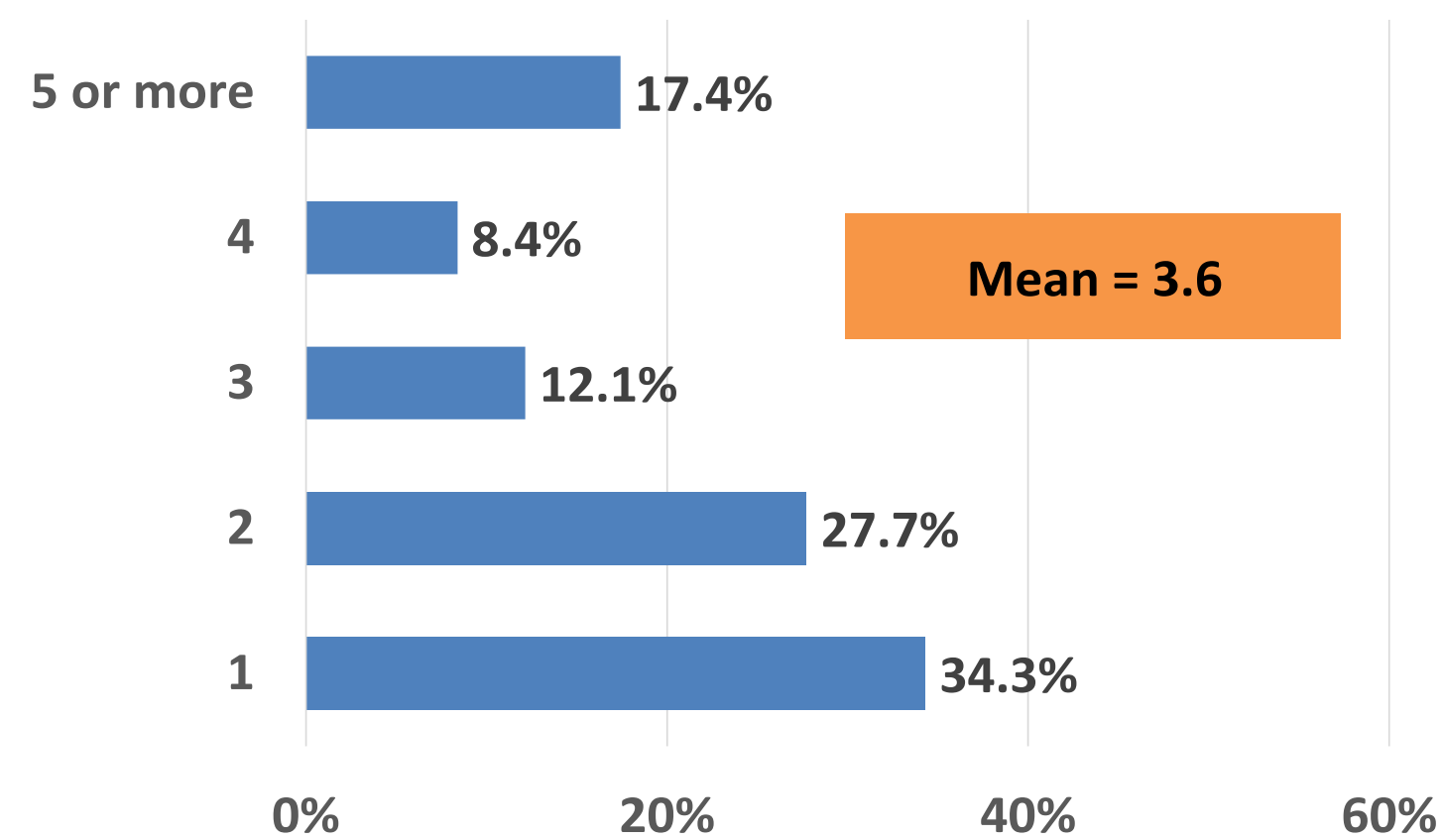
Detail by Type of Visitor

|      | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|------|---------------|-------------------|-------|----------|
| Yes  | 51.8%         | 72.5%             | 60.4% | 45.4%    |
| No   | 48.2%         | 27.5%             | 39.6% | 54.6%    |
| Base | 509           | 40                | 73    | 1114     |

# Visits to the Napa Valley in Past Twelve Months

The average repeat visitor surveyed has made 3.6 trips to the Napa Valley in the last year. Amongst the visitors in this group, one-third (34.3%) have taken only one trip to the Napa Valley in the past year, while the remaining 65.7 percent have taken two or more trips. The typical Napa Valley day-trip visitor has taken 4.2 trips to the area in the past year.

Chart 20b: Number of Trips to the Napa Valley



Detail by Type of Visitor

|           | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|-----------|---------------|-------------------|-------|----------|
| 5 or more | 8.2%          | 6.3%              | 19.7% | 21.6%    |
| 4         | 5.7%          | 12.6%             | 15.1% | 9.1%     |
| 3         | 14.4%         | 6.3%              | 5.0%  | 11.7%    |
| 2         | 30.2%         | 25.2%             | 10.0% | 27.5%    |
| 1         | 41.4%         | 49.6%             | 50.2% | 30.1%    |
| Mean      | 2.4           | 2.0               | 2.8   | 4.2      |
| Base      | 222           | 11                | 26    | 543      |

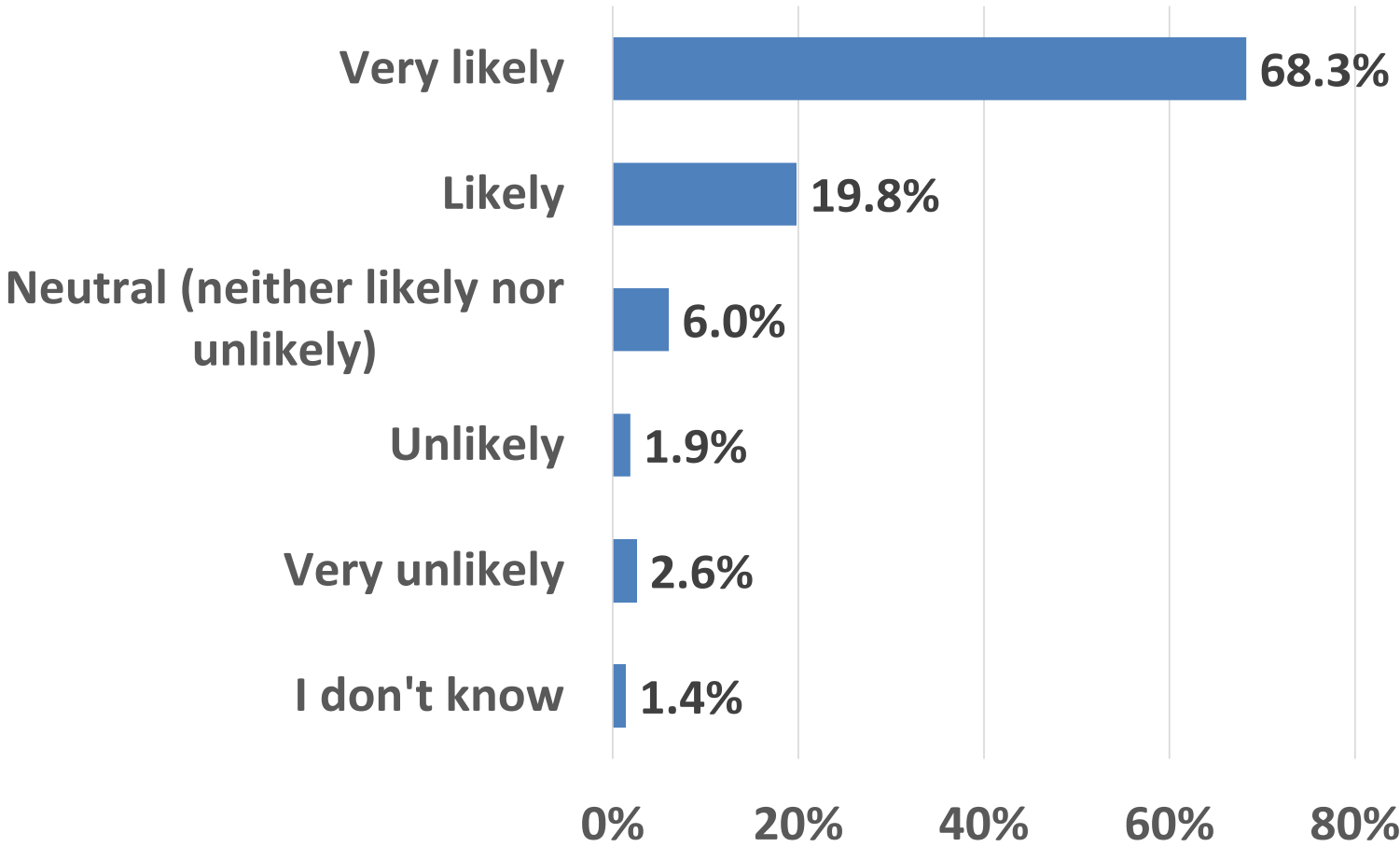
Question: Including this trip, how many visits to the Napa Valley have you made in the past twelve (12) months? Base: All repeat visitors to the Napa Valley. 802 responses.



# Likelihood to Return to the Napa Valley

Indicative of a satisfactory visitor experience, nearly all visitors surveyed reported being highly likely to return to the Napa Valley. In total, 68.3 percent of respondents said they were “very likely” to visit the Napa Valley again and an additional 19.8 percent said they were “likely” to return.

Chart 21: Likelihood to Return to the Napa Valley



Detail by Type of Visitor

|                                       | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------------------------------|---------------|-------------------|-------|----------|
| Very likely                           | 64.5%         | 75.9%             | 71.4% | 69.7%    |
| Likely                                | 24.0%         | 20.6%             | 21.0% | 17.6%    |
| Neutral (neither likely nor unlikely) | 5.7%          | 0.0%              | 3.8%  | 6.5%     |
| Unlikely                              | 1.6%          | 1.7%              | 0.0%  | 2.1%     |
| Very unlikely                         | 2.8%          | 1.7%              | 1.9%  | 2.5%     |
| I don't know                          | 1.3%          | 0.0%              | 1.9%  | 1.5%     |
| Base                                  | 513           | 40                | 69    | 1127     |

Question: How likely are you to return to the Napa Valley?  
Base: All respondents. 1749 responses.

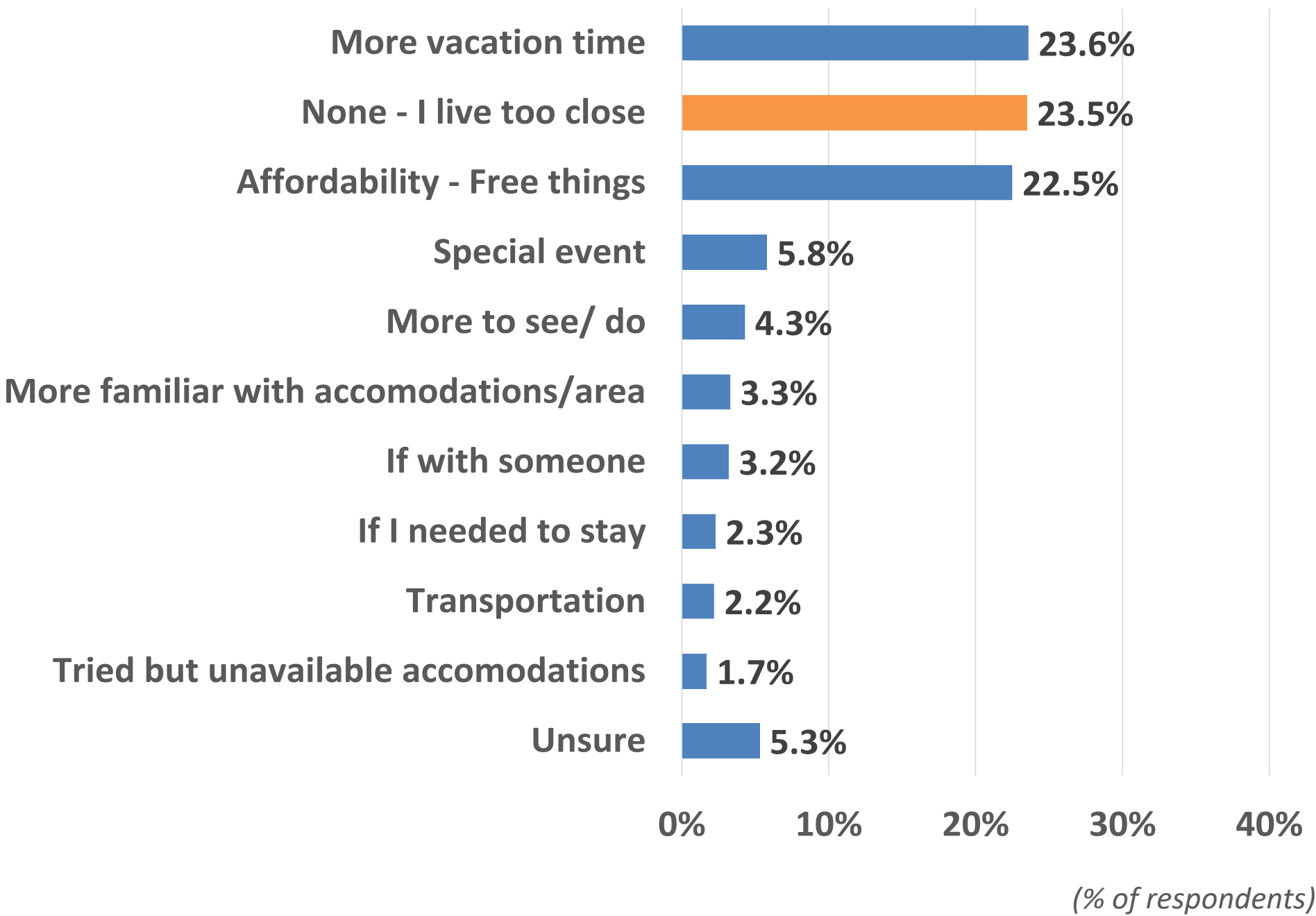
# Non-Hotel Visitors – Motivators to Stay in a Napa Valley Hotel

Just under a quarter of visitors who did not stay overnight in a Napa Valley lodging property said there was nothing that would motivate them to stay overnight in an area hotel because they live too close to the destination (23.5%). Day-trip visitors, VFRs and home share renters were asked what would have motivated them to stay overnight in a Napa Valley hotel on this trip. For the portion that felt they could be influenced, the top cited motivators were more vacation time (23.6%) and affordability or free giveaways (22.5%).

Additionally, approximately 5.0 percent this group also said they could be motivated to stay in a Napa Valley hotel for a special event (5.8%) and/or if there were more to see/do (4.3%).

Question: What would have motivated you to stay overnight in a Napa Valley hotel on this trip? (VERBATIM RESPONSE) Base: Respondents who did not stay overnight in a Napa Valley lodging property. 847 responses.

Chart 22: Non-Hotel Visitors – Motivators to Stay in a Napa Valley Hotel





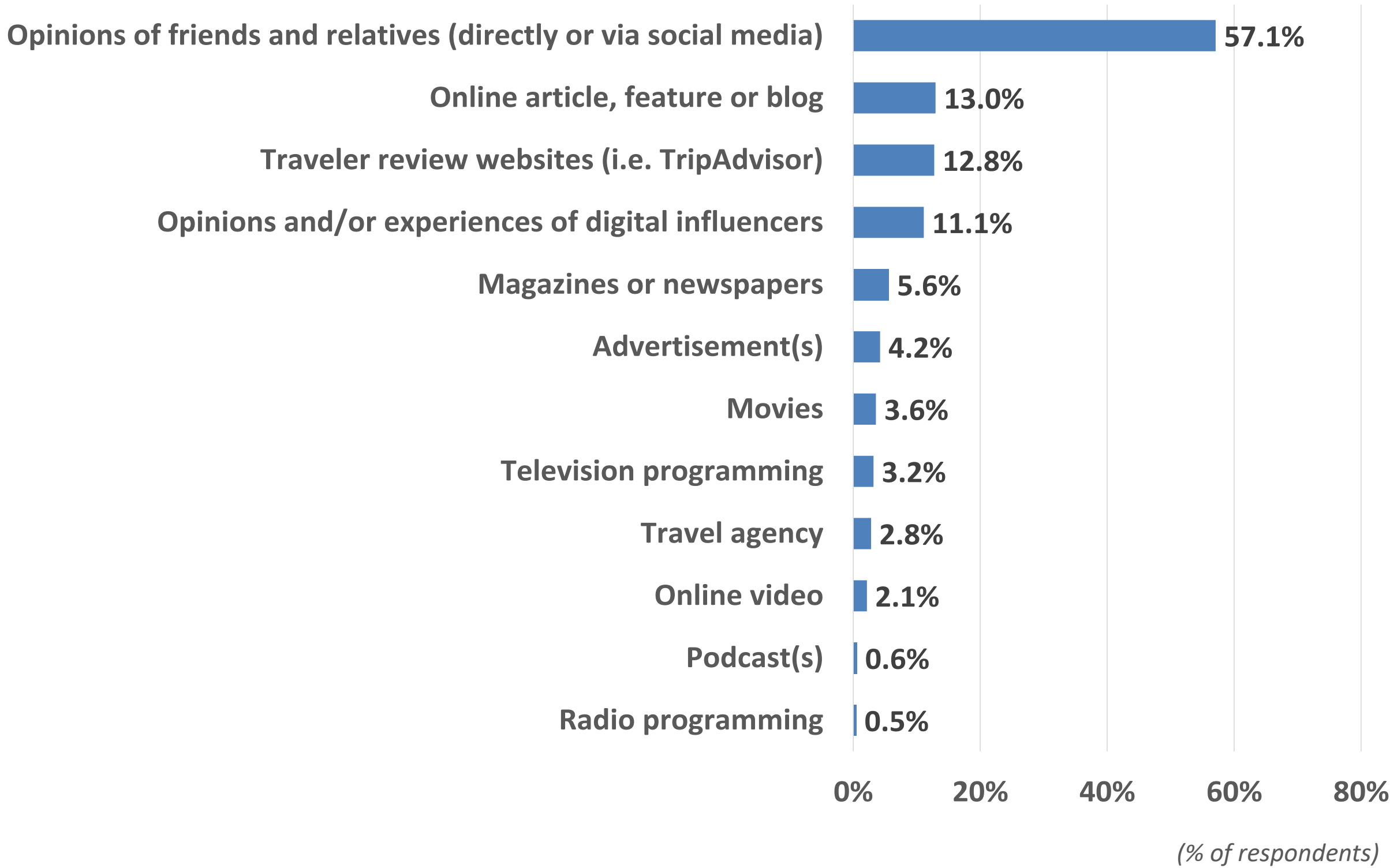
# Important Factors Inspiring a Trip to the Napa Valley

Opinions of friends/relatives, either directly or via social media, was the top influencing factor motivating visitors to come to the Napa Valley. In fact, nearly six-in-ten respondents said the opinions of their friends/family inspired their trip to the area (57.1%). Other top factors that inspired visitors’ trips to the Napa Valley area include online articles, features or blogs (13.0%), traveler review websites (12.8%) and the opinions/experiences of digital influencers (11.1%).

Full detail on factors tested and segmented by type of visitor are presented on the next page.

Question: Which of the following—if any—inspired this visit to Napa Valley? (SELECT ALL THAT APPLY) Base: All respondents. 1868 responses.

Chart 23: Important Factors Inspiring a Trip to the Napa Valley





# Important Factors Inspiring a Trip to the Napa Valley – Complete Detail

## Detail by Type of Visitor

|                                                                  | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|------------------------------------------------------------------|---------------|-------------------|-------|----------|
| Opinions of friends and relatives (directly or via social media) | 52.4%         | 57.3%             | 63.1% | 58.9%    |
| Online article, feature or blog                                  | 10.5%         | 21.2%             | 15.2% | 13.7%    |
| Traveler review websites (i.e. TripAdvisor)                      | 16.3%         | 22.7%             | 5.5%  | 11.5%    |
| Opinions and/or experiences of digital influencers               | 10.3%         | 24.5%             | 23.2% | 10.2%    |
| Magazines or newspapers                                          | 6.5%          | 11.5%             | 4.8%  | 4.9%     |
| Advertisement(s)                                                 | 5.2%          | 6.4%              | 3.2%  | 3.7%     |
| Movies                                                           | 4.0%          | 1.6%              | 1.6%  | 3.5%     |
| Television programming                                           | 2.8%          | 8.2%              | 0.0%  | 3.4%     |
| Travel agency                                                    | 2.9%          | 3.3%              | 1.6%  | 2.8%     |
| Online video                                                     | 1.6%          | 1.6%              | 3.2%  | 2.3%     |
| Podcast(s)                                                       | 0.5%          | 0.0%              | 0.0%  | 0.7%     |
| Radio programming                                                | 0.1%          | 0.0%              | 1.6%  | 0.5%     |
| Base                                                             | 536           | 42                | 83    | 1204     |

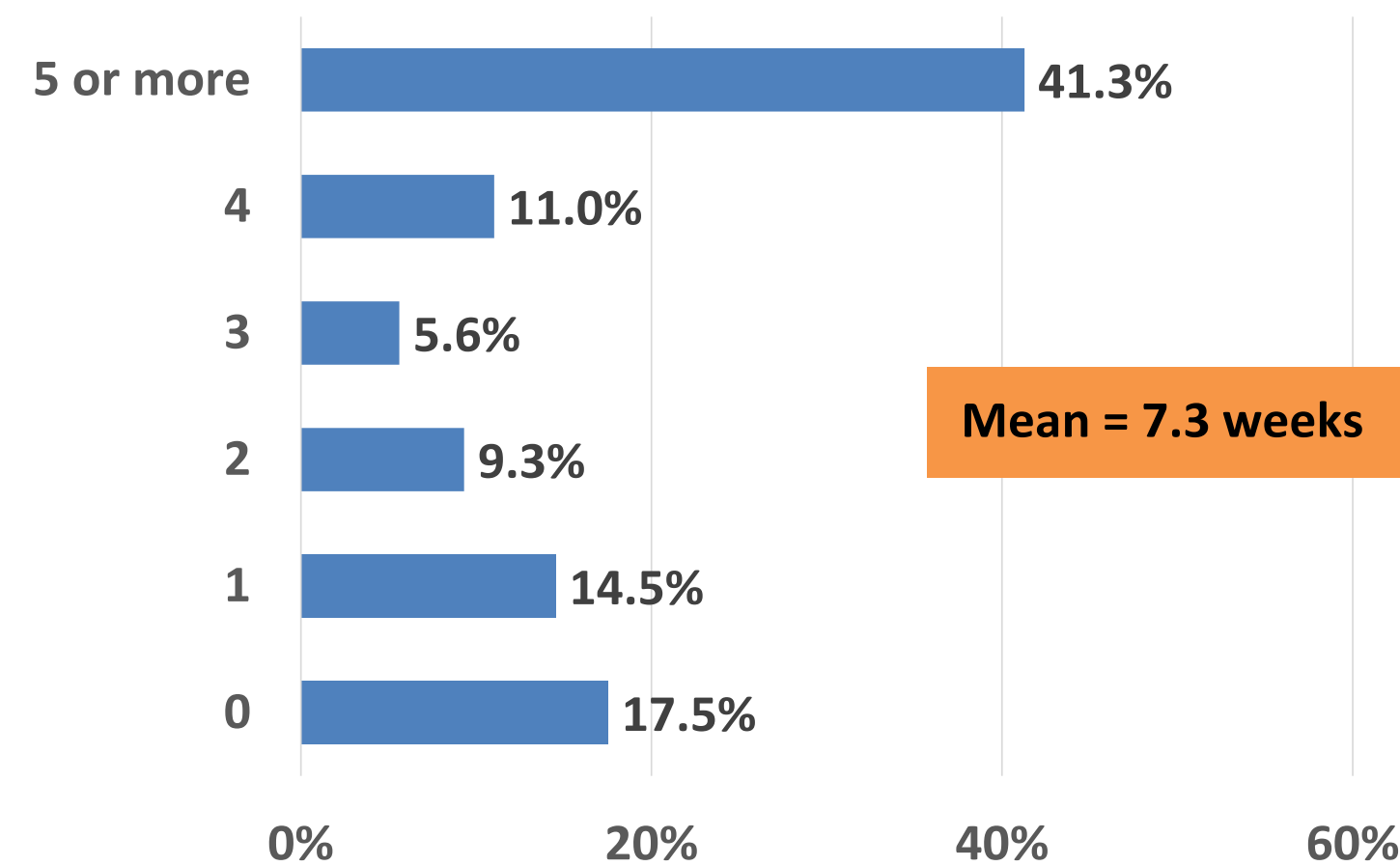
**Question:** Which of the following—if any—inspired this visit to Napa Valley? (SELECT ALL THAT APPLY)

**Base:** All Respondents. 1865 responses.

# Weeks of Advance Trip Planning

The typical Napa Valley visitor started planning their trip 7.3 weeks in advance of their travel dates. Lodging guests reported a longer travel planning window, averaging 10.0 weeks in advance, while day trippers started planning their trip 5.6 weeks in advance.

Chart 24: Weeks of Advance Trip Planning



Question: Approximately how many weeks in advance did you begin planning this trip to the Napa Valley? Base: All respondents. 1672 responses.

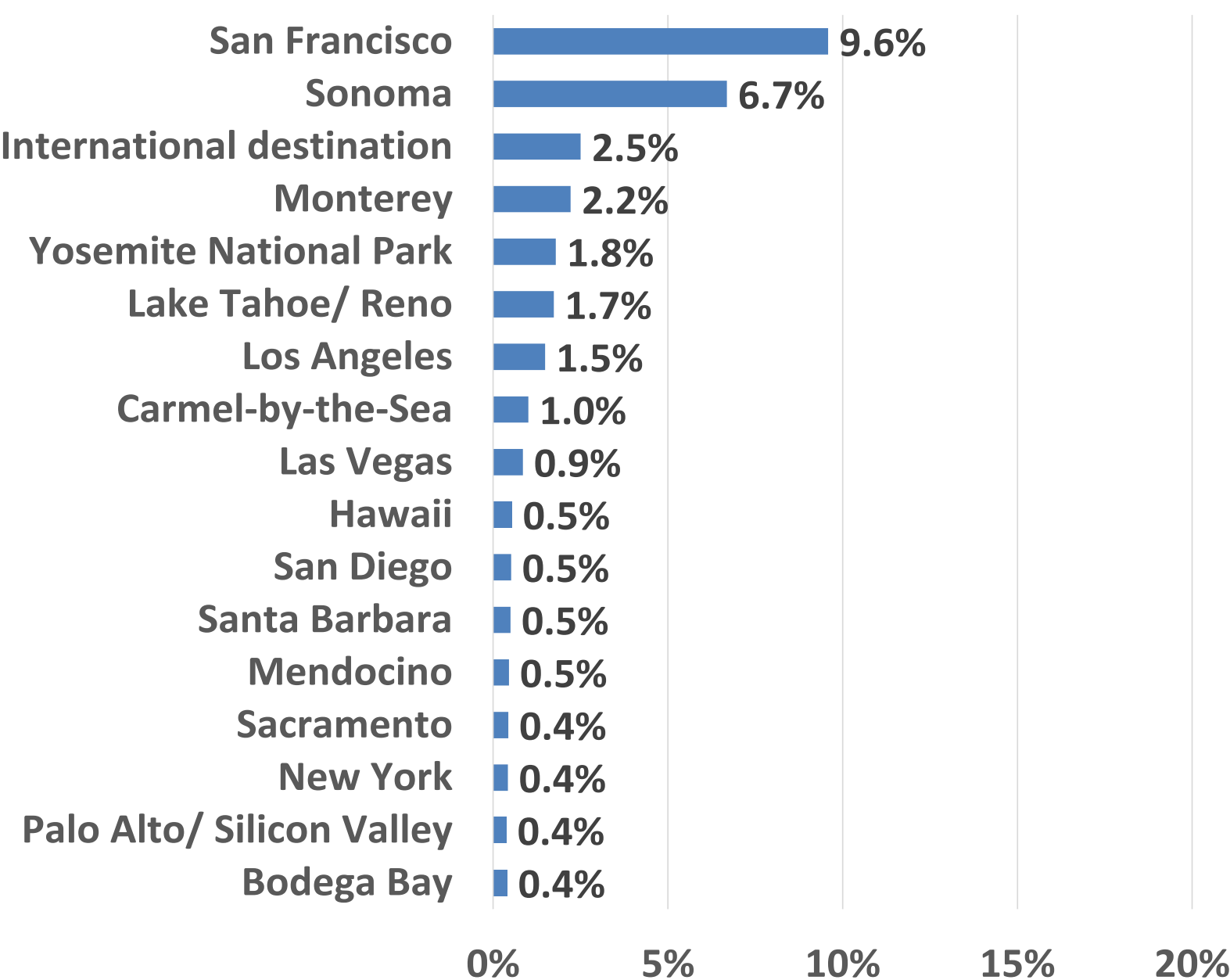
Detail by Type of Visitor

|                 | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|-----------------|---------------|-------------------|-------|----------|
| 5 or more       | 59.1%         | 66.7%             | 58.8% | 31.4%    |
| 4               | 11.9%         | 8.8%              | 12.4% | 10.5%    |
| 3               | 7.6%          | 10.6%             | 7.1%  | 4.5%     |
| 2               | 7.7%          | 3.5%              | 7.1%  | 10.3%    |
| 1               | 6.4%          | 5.3%              | 12.4% | 18.7%    |
| 0               | 6.9%          | 5.1%              | 2.1%  | 23.7%    |
| Mean (in weeks) | 10.0          | 16.0              | 11.1  | 5.6      |
| Base            | 492           | 39                | 64    | 1077     |

# Other Destinations Considered for this Trip

A large majority of visitors surveyed did not consider any other destinations instead of the Napa Valley (69.2%). However, for those who did consider other destinations to visit the top cited were San Francisco (9.6%) or Sonoma (6.7%). In total, 2.5 percent of lodging guests said they had considered visiting an international destination instead of the Napa Valley.

Chart 25: Other Destinations Considered for this Trip



Detail by Type of Visitor

|                           | Lodging Guest | Home Share Rental | VFR  | Day-Trip |
|---------------------------|---------------|-------------------|------|----------|
| San Francisco             | 7.4%          | 4.7%              | 8.0% | 10.9%    |
| Sonoma                    | 8.9%          | 6.6%              | 4.8% | 5.7%     |
| International destination | 5.2%          | 1.6%              | 1.6% | 1.4%     |
| Monterey                  | 1.8%          | 1.6%              | 0.0% | 2.6%     |
| Yosemite National Park    | 1.2%          | 3.3%              | 0.0% | 2.1%     |
| Lake Tahoe/ Reno          | 2.3%          | 1.6%              | 1.6% | 1.4%     |
| Los Angeles               | 2.0%          | 0.0%              | 1.6% | 1.3%     |
| Carmel-by-the-Sea         | 1.9%          | 0.0%              | 0.0% | 0.7%     |
| Las Vegas                 | 1.1%          | 0.0%              | 0.0% | 0.8%     |
| Hawaii                    | 0.7%          | 1.6%              | 0.0% | 0.5%     |
| San Diego                 | 0.8%          | 3.3%              | 4.8% | 0.0%     |
| Santa Barbara             | 0.7%          | 0.0%              | 0.0% | 0.5%     |
| Mendocino                 | 0.0%          | 0.0%              | 0.0% | 0.7%     |
| Sacramento                | 0.5%          | 0.0%              | 0.0% | 0.5%     |
| New York                  | 0.7%          | 0.0%              | 0.0% | 0.4%     |
| Bodega Bay                | 0.3%          | 0.0%              | 0.0% | 0.5%     |
| Palo Alto/ Silicon Valley | 0.0%          | 0.0%              | 0.0% | 0.6%     |
| Base                      | 536           | 42                | 83   | 1204     |

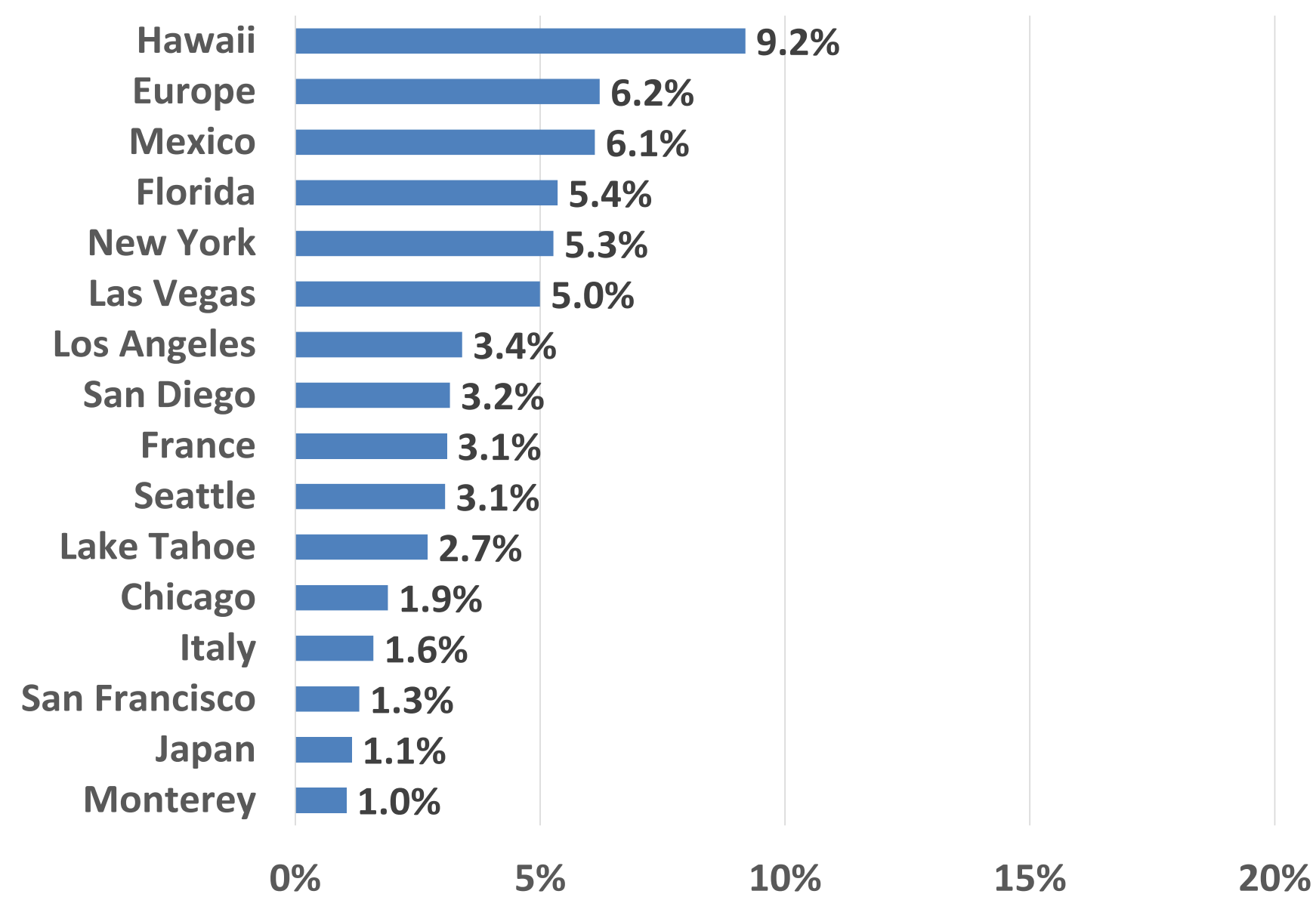
Question: What other destinations did you consider visiting for this trip instead of Napa Valley?  
(VERBATIM RESPONSE) Base: All respondents. 1865 responses.



# Other Destinations Visited in the Past Two Years

Hawaii (9.2%), Europe (6.2%), Mexico (6.1%), Florida (5.4%), New York (5.3%) and Las Vegas (5.0%) were the top destinations Napa Valley visitors have taken a leisure trip to in the past two years. Respondents were asked, in an open-ended format, which destinations they have visited in the past two years for leisure. The chart and table below list the top cited responses by all visitors.

Chart 26: Other Destinations Visited in the Past Two Years



Question: Thinking specifically of the vacations and getaways you have taken in the last two (2) years, which destinations have you visited on these types of trips? (VERBATIM RESPONSE)  
Base: All respondents. 1865 responses.

Detail by Type of Visitor

|               | Lodging Guest | Home Share Rental | VFR  | Day-Trip |
|---------------|---------------|-------------------|------|----------|
| Hawaii        | 6.9%          | 6.6%              | 9.6% | 10.3%    |
| Europe        | 7.2%          | 6.6%              | 1.6% | 6.1%     |
| Mexico        | 7.3%          | 1.6%              | 8.7% | 5.6%     |
| Florida       | 7.7%          | 4.9%              | 4.8% | 4.3%     |
| New York      | 5.4%          | 11.3%             | 4.8% | 5.0%     |
| Las Vegas     | 5.4%          | 3.3%              | 9.6% | 4.6%     |
| Los Angeles   | 2.1%          | 0.0%              | 0.0% | 4.3%     |
| San Diego     | 3.4%          | 6.6%              | 0.0% | 3.2%     |
| France        | 3.5%          | 11.3%             | 6.4% | 2.3%     |
| Seattle       | 2.3%          | 0.0%              | 1.6% | 3.6%     |
| Lake Tahoe    | 1.8%          | 0.0%              | 1.6% | 3.3%     |
| Chicago       | 1.5%          | 1.6%              | 0.0% | 2.2%     |
| Italy         | 2.1%          | 0.0%              | 0.7% | 1.5%     |
| San Francisco | 2.7%          | 1.4%              | 0.0% | 0.8%     |
| Japan         | 0.9%          | 1.6%              | 3.2% | 1.1%     |
| Monterey      | 1.0%          | 0.0%              | 1.6% | 1.1%     |
| Base          | 536           | 42                | 83   | 1204     |





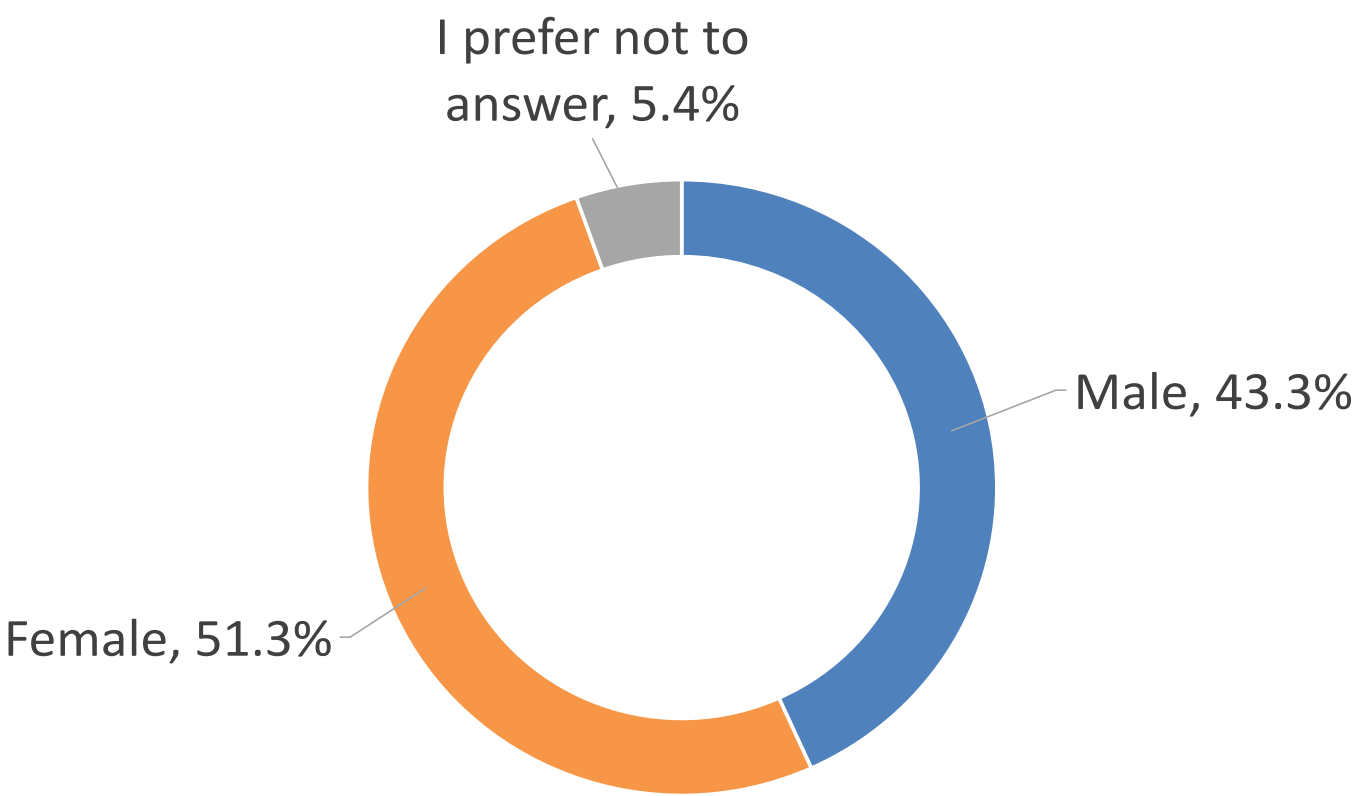
# DEMOGRAPHICS



# Gender

**The survey sample skewed slightly female.** In total, 51.3 percent of respondents were female and 43.3 percent were male. It should be noted that this data reflects the proportion of persons actually completing the survey, not the composition of visitors by gender. For a more representative view of the gender mix of Napa visitors, please refer to page 32.

Chart 27: Gender



Question: What is your gender? Base: All respondents. 1762 responses

Detail by Type of Visitor

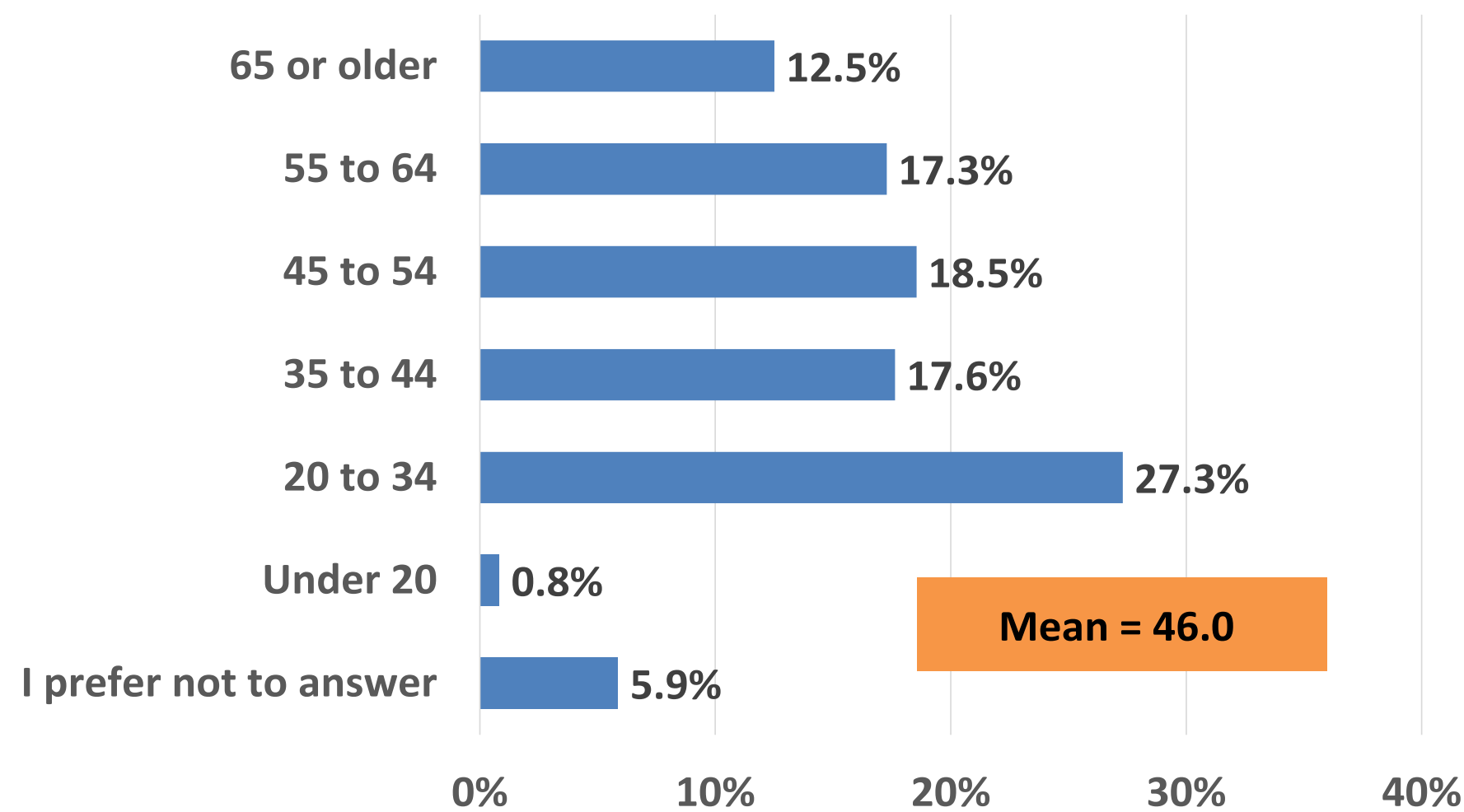
|                        | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|------------------------|---------------|-------------------|-------|----------|
| Male                   | 42.1%         | 50.8%             | 36.9% | 44.0%    |
| Female                 | 53.3%         | 49.2%             | 56.8% | 50.0%    |
| I prefer not to answer | 4.6%          | 0.0%              | 6.2%  | 6.0%     |
| Base                   | 516           | 39                | 73    | 1134     |



# Age

The average age of visitors surveyed was 46.0 years. Home share rental guests and day trippers were the youngest visitor segments comparatively, with an average age of 44.1 and 44.7 years, respectively.

Chart 28: Age



Detail by Type of Visitor

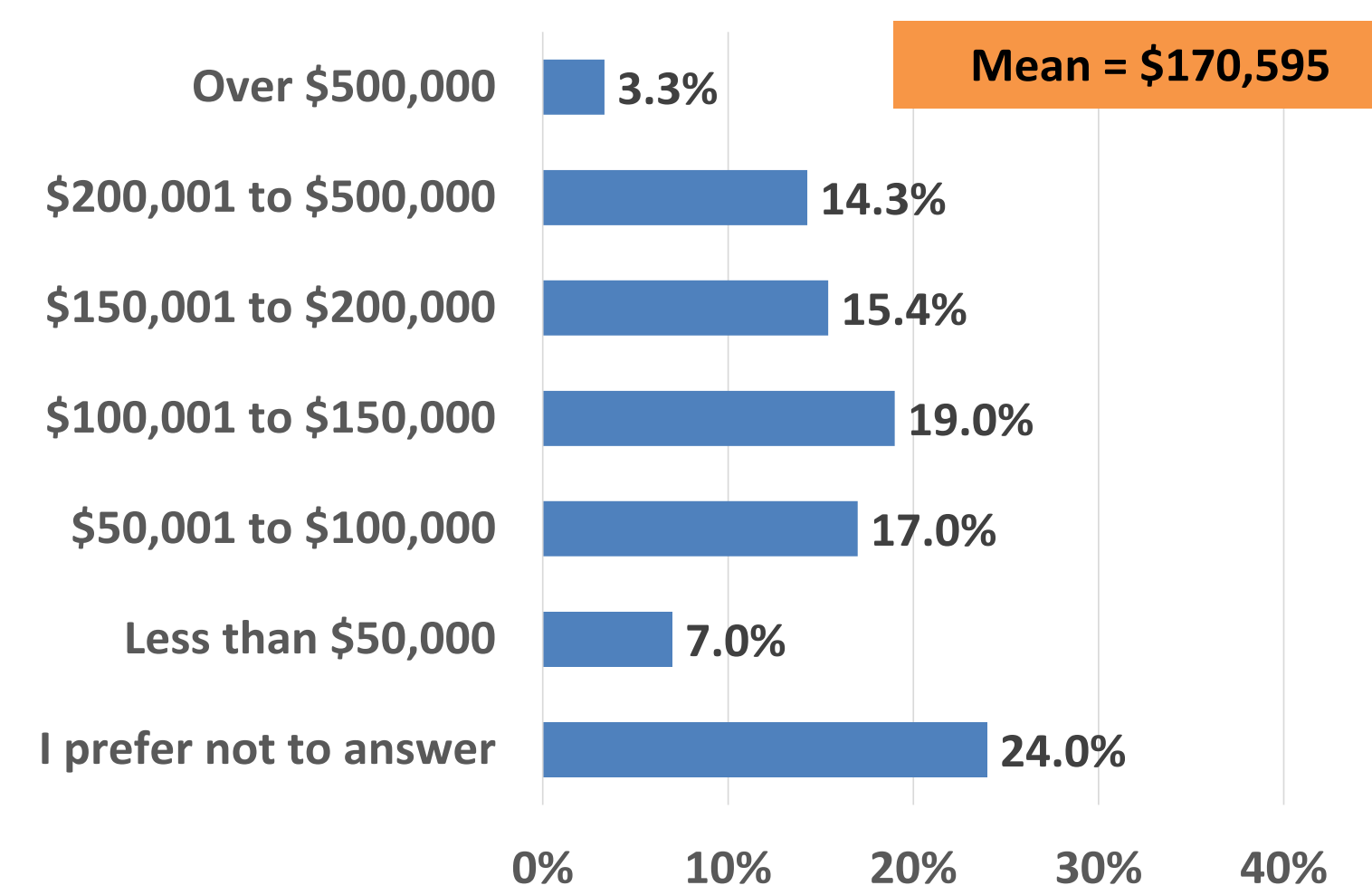
|                        | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|------------------------|---------------|-------------------|-------|----------|
| 65 or older            | 16.4%         | 22.7%             | 12.6% | 10.4%    |
| 55 to 64               | 22.4%         | 8.6%              | 27.9% | 14.6%    |
| 45 to 54               | 18.1%         | 17.7%             | 19.9% | 18.6%    |
| 35 to 44               | 17.6%         | 8.6%              | 15.3% | 18.3%    |
| 20 to 34               | 21.7%         | 40.6%             | 18.1% | 29.9%    |
| Under 20               | 0.0%          | 0.0%              | 0.0%  | 1.3%     |
| I prefer not to answer | 3.9%          | 1.8%              | 6.2%  | 6.9%     |
| Mean                   | 48.6          | 44.1              | 50.2  | 44.7     |
| Base                   | 516           | 39                | 73    | 1127     |

Question: What best describes your age? (Select one) Base: All respondents. 1755 responses.

# Annual Household Income

Visitors to the Napa Valley are affluent, with an average annual household income of \$170,595. Lodging guests reported the highest average household income compared to the other visitor segments (\$204,881).

Chart 29: Annual Household Income



Detail by Type of Visitor

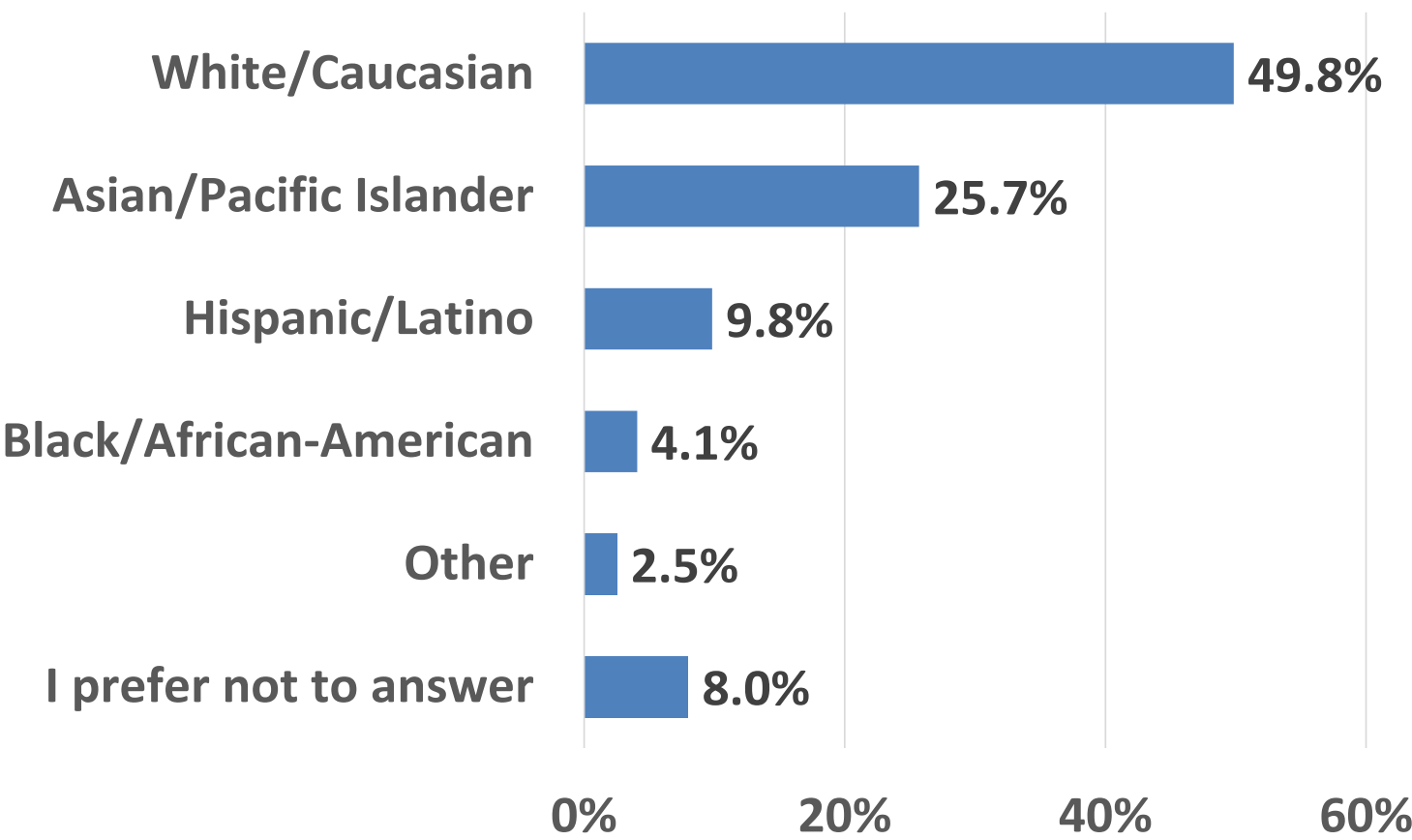
|                        | Lodging Guest | Home Share Rental | VFR       | Day-Trip  |
|------------------------|---------------|-------------------|-----------|-----------|
| Less than \$50,000     | 3.6%          | 7.2%              | 3.6%      | 8.8%      |
| \$50,001 to \$100,000  | 14.9%         | 17.7%             | 13.5%     | 18.3%     |
| \$100,001 to \$150,000 | 18.8%         | 21.6%             | 18.1%     | 18.9%     |
| \$150,001 to \$200,000 | 15.6%         | 18.0%             | 9.9%      | 15.7%     |
| \$200,001 to \$500,000 | 18.3%         | 21.3%             | 7.2%      | 12.7%     |
| Over \$500,000         | 6.5%          | 3.6%              | 3.6%      | 1.9%      |
| I prefer not to answer | 22.2%         | 10.6%             | 44.2%     | 23.8%     |
| Mean                   | \$204,881     | \$175,807         | \$166,822 | \$155,799 |
| Base                   | 514           | 39                | 73        | 1125      |

Question: Which best describes the combined annual income of all members of your household?  
Base: All respondents 1751 responses.

# Ethnicity

While half of the Napa Valley visitors surveyed identified as Caucasian (49.8%), 50.2 percent identified as other ethnicities. The largest non-Caucasian visitor groups were Asian/Pacific Islander (25.7%) and Hispanic/Latino (9.8%). Interestingly, day-trip visitors were more likely to be ethnically diverse compared to overnight visitors.

Chart 30: Ethnicity



Detail by Type of Visitor

|                        | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|------------------------|---------------|-------------------|-------|----------|
| White/Caucasian        | 64.7%         | 73.3%             | 61.7% | 41.7%    |
| Asian/Pacific Islander | 12.1%         | 12.4%             | 15.0% | 33.1%    |
| Hispanic/Latino        | 7.5%          | 7.2%              | 11.2% | 10.8%    |
| Black/African-American | 3.9%          | 0.0%              | 1.9%  | 4.4%     |
| Other                  | 3.3%          | 1.8%              | 1.9%  | 2.3%     |
| I prefer not to answer | 8.5%          | 5.4%              | 8.4%  | 7.8%     |
| Base                   | 514           | 39                | 71    | 1124     |

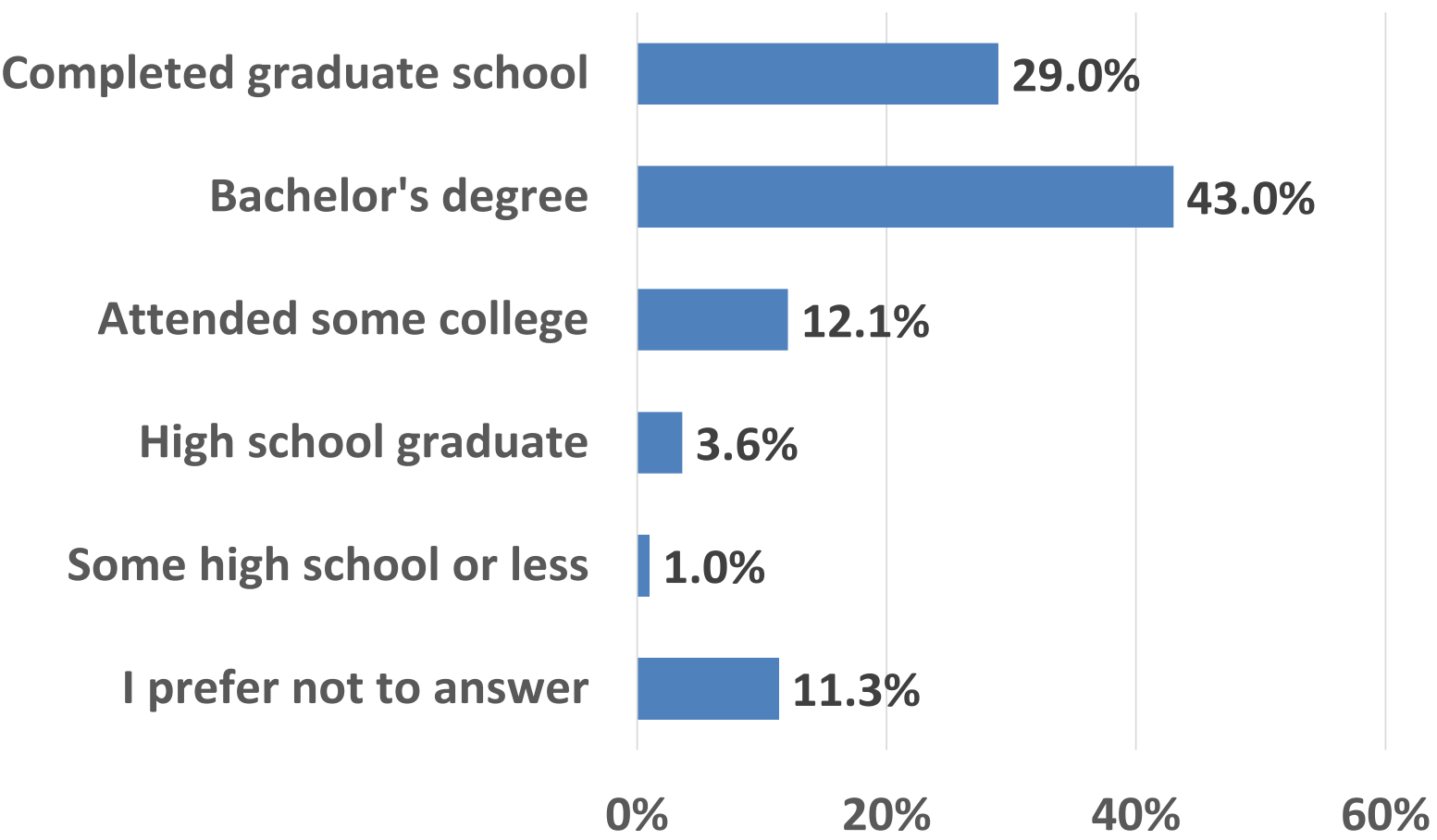
Question: Which best describes your race or ethnic background?  
Base: All respondents. 1748 responses.



# Education

The Napa Valley visitors are highly educated. Nearly two-thirds of visitors surveyed hold a bachelor’s degree (72.0%), including 29.0 percent who have completed graduate school.

Chart 31: Education



Question: Which of the following best represents the highest level of formal education you have completed? Base: All respondents. 1755 responses.

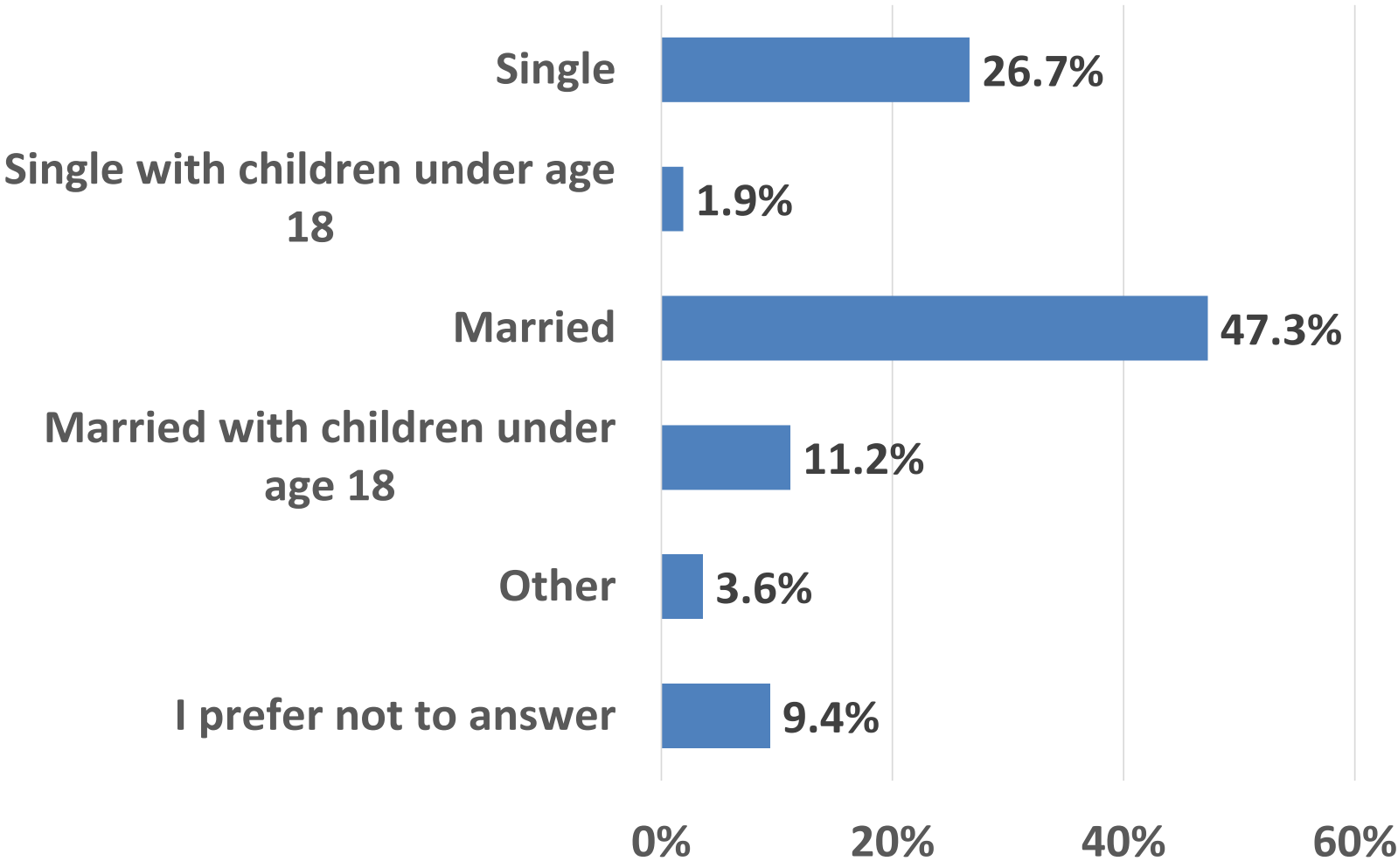
Detail by Type of Visitor

|                           | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------------------|---------------|-------------------|-------|----------|
| Completed graduate school | 34.8%         | 47.2%             | 22.5% | 26.2%    |
| Bachelor's degree         | 41.7%         | 40.4%             | 44.2% | 43.8%    |
| Attended some college     | 10.2%         | 7.1%              | 9.0%  | 13.1%    |
| High school graduate      | 3.4%          | 0.0%              | 10.8% | 3.4%     |
| Some high school or less  | 1.1%          | 1.8%              | 0.0%  | 1.0%     |
| I prefer not to answer    | 8.8%          | 3.5%              | 13.5% | 12.5%    |
| Base                      | 514           | 39                | 73    | 1129     |

# Marital Status

In total, 58.4 percent of the Napa Valley visitors surveyed were married, while 28.6 percent were single. Fully, 13.1 percent of respondents reported having children under the age of 18.

Chart 32: Marital Status



Detail by Type of Visitor

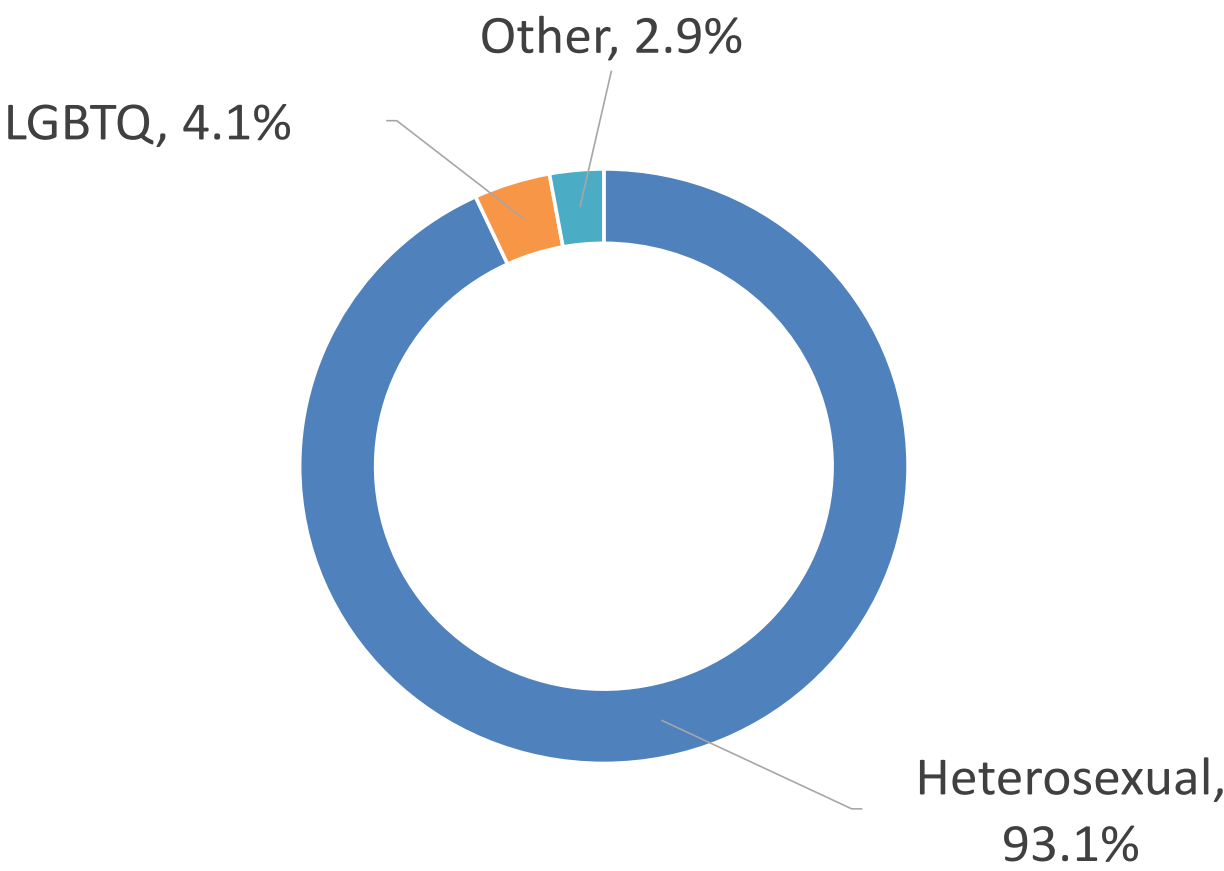
|                                    | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|------------------------------------|---------------|-------------------|-------|----------|
| Single                             | 15.6%         | 31.8%             | 23.5% | 31.8%    |
| Single with children under age 18  | 2.1%          | 0.0%              | 3.6%  | 1.8%     |
| Married                            | 57.8%         | 56.1%             | 44.2% | 42.4%    |
| Married with children under age 18 | 13.3%         | 8.6%              | 15.3% | 10.2%    |
| Other                              | 4.7%          | 0.0%              | 0.0%  | 3.4%     |
| I prefer not to answer             | 6.5%          | 3.5%              | 13.5% | 10.5%    |
| Base                               | 514           | 39                | 73    | 1125     |

Question: Which best describes your marital status? Base: All respondents. 1751 responses.

# LGBTQ

A majority of survey respondents who visited the Napa Valley identified as heterosexual (93.1%), while 4.1 percent identified as LGBTQ.

Chart 33: LGBTQ

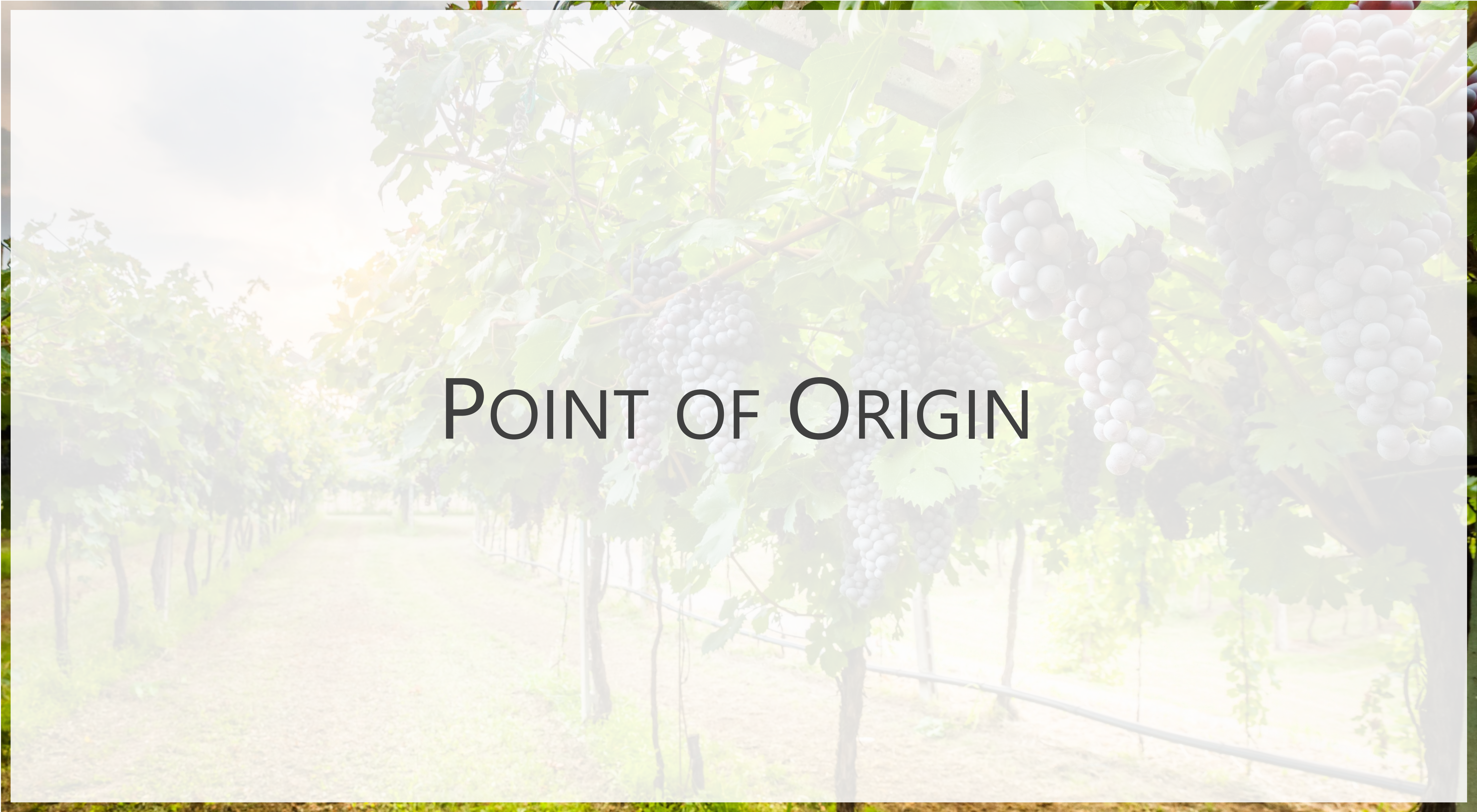


Detail by Type of Visitor

|              | Lodging Guest | Home Share Rental | VFR    | Day-Trip |
|--------------|---------------|-------------------|--------|----------|
| Heterosexual | 94.5%         | 92.4%             | 100.0% | 92.0%    |
| LGBTQ        | 3.7%          | 7.6%              | 0.0%   | 4.4%     |
| Other        | 1.9%          | 0.0%              | 0.0%   | 3.6%     |
| Base         | 447           | 37                | 61     | 931      |

Question: Which best describes you? Base: All respondents. 1476 responses.





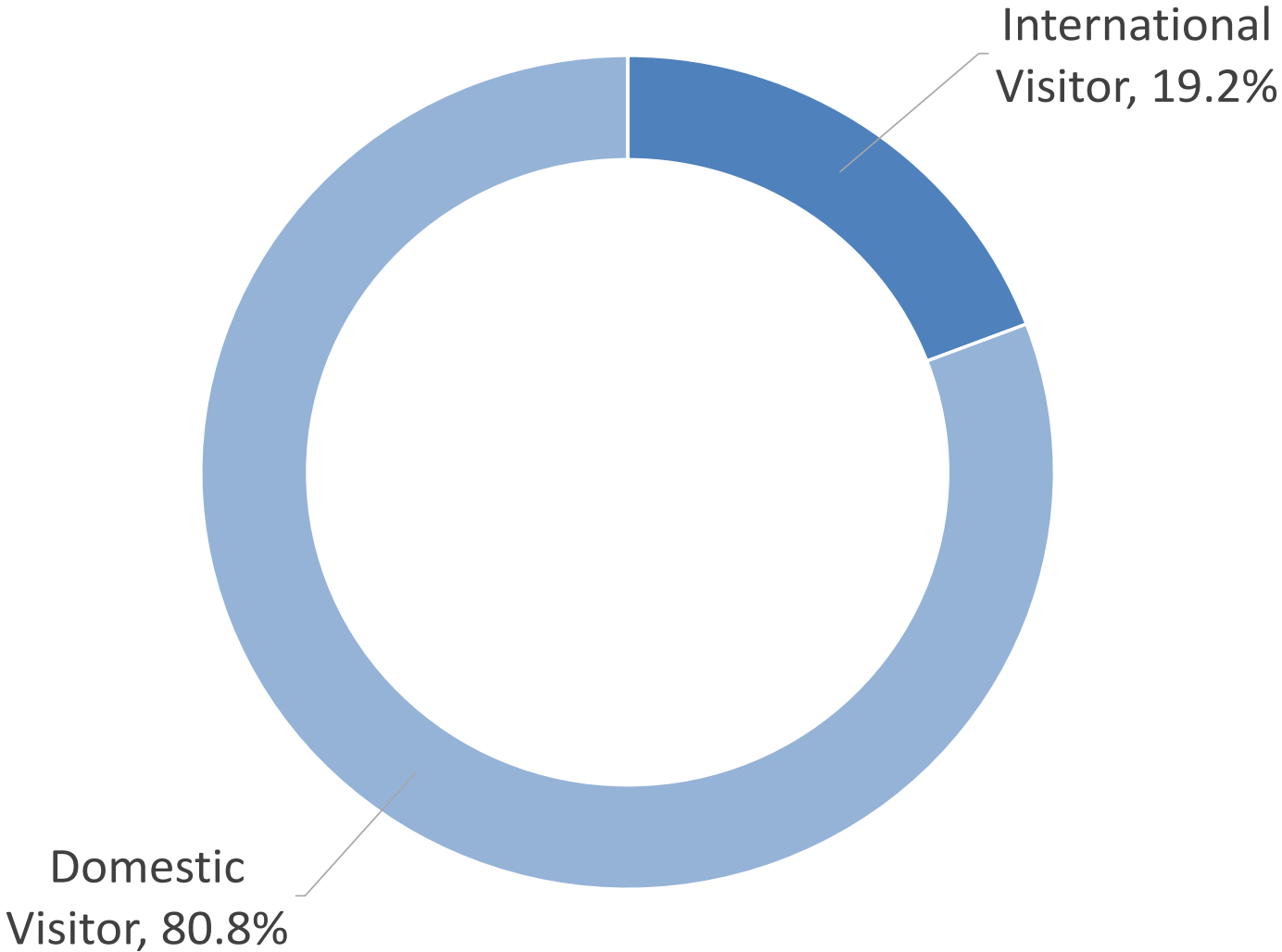
# POINT OF ORIGIN



# Country of Residence

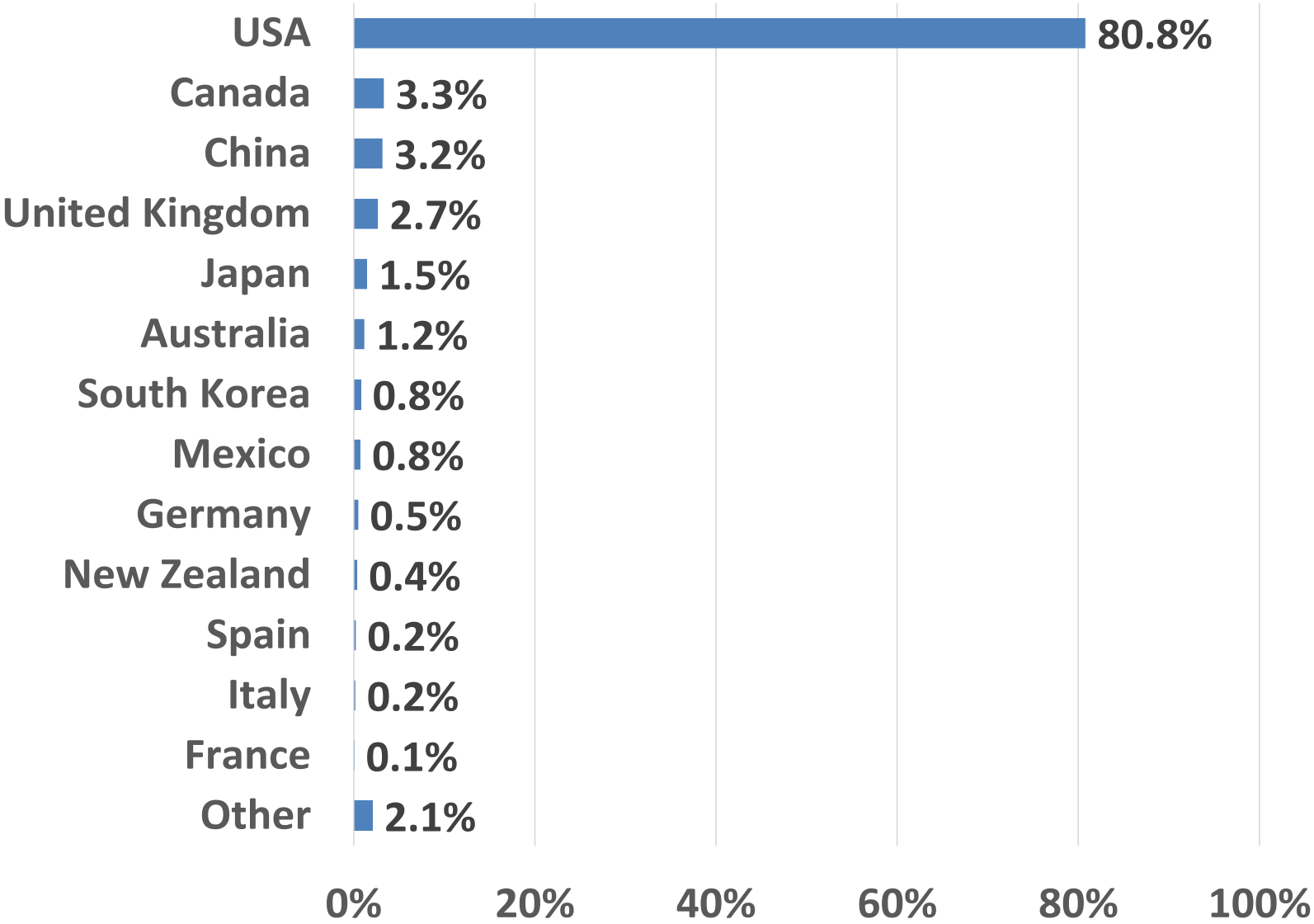
In total, 80.8 percent of visitors surveyed were domestic residents and 19.2 percent were international. The top international markets represented in the sample were Canada (17.7%), China (17.0%) and the United Kingdom (14.3%).

Chart 34: US vs. International Visitors



Question: Where do you currently live? Base: All respondents. 1852 responses.

Chart 35: Top Countries of Residence

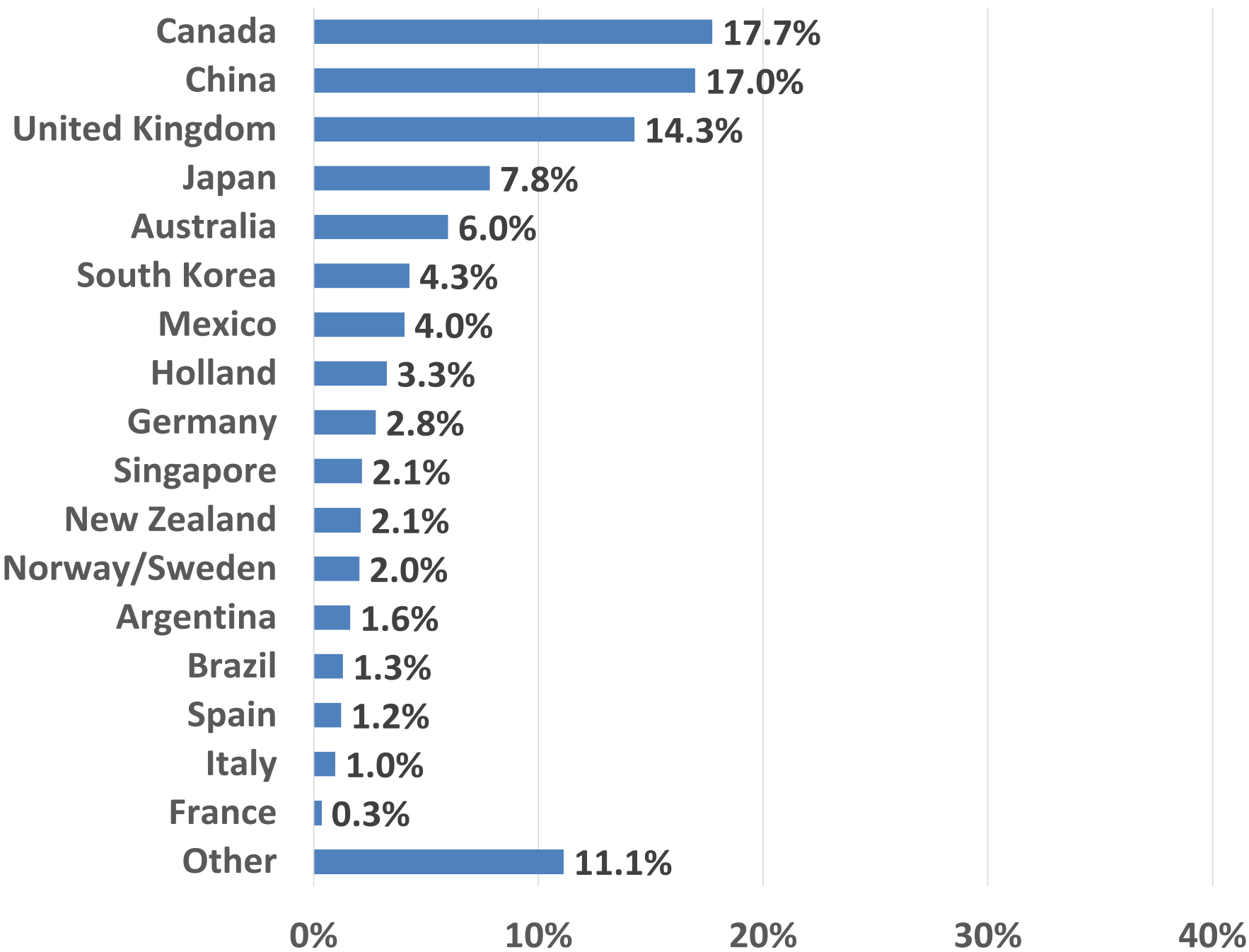


Question: In which country do you live? Base: All respondents. 1852 responses.

# International Visitor: Country of Residence – Full Data by Place of Stay

The table and chart below show the country of origin breakdown for all international visitors surveyed (excludes all domestic respondents).

Chart 35: Top Countries of Residence



Question: In which country do you live? Base: All international respondents. 347 responses.

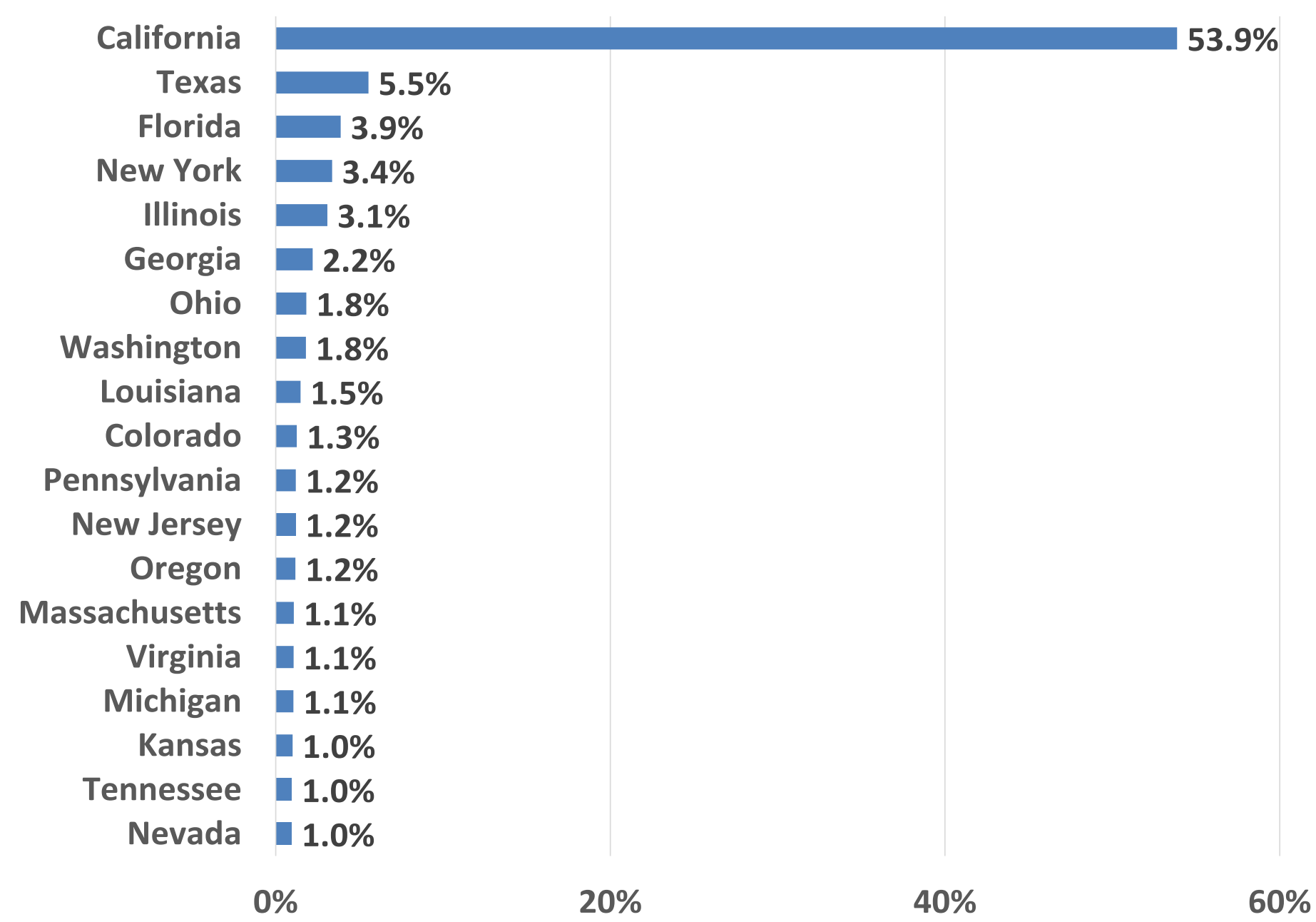
Detail by Place of Stay

|                | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|----------------|---------------|-------------------|-------|----------|
| Canada         | 21.4%         | 17.6%             | 15.4% | 16.9%    |
| China          | 11.6%         | 35.3%             | 23.1% | 16.9%    |
| United Kingdom | 16.1%         | 29.4%             | 7.7%  | 13.6%    |
| Japan          | 8.9%          | 0.0%              | 0.0%  | 8.5%     |
| Australia      | 9.8%          | 0.0%              | 0.0%  | 5.6%     |
| South Korea    | 0.0%          | 5.9%              | 0.0%  | 5.6%     |
| Mexico         | 6.3%          | 0.0%              | 7.7%  | 3.4%     |
| Holland        | 0.0%          | 0.0%              | 0.0%  | 4.5%     |
| Germany        | 1.8%          | 0.0%              | 7.7%  | 2.8%     |
| Singapore      | 2.7%          | 0.0%              | 0.0%  | 2.3%     |
| New Zealand    | 2.7%          | 0.0%              | 15.4% | 1.1%     |
| Norway/Sweden  | 0.0%          | 0.0%              | 0.0%  | 2.8%     |
| Argentina      | 0.0%          | 0.0%              | 0.0%  | 2.3%     |
| Brazil         | 3.6%          | 5.9%              | 0.0%  | 0.6%     |
| Spain          | 0.0%          | 0.0%              | 0.0%  | 1.7%     |
| Italy          | 0.9%          | 0.0%              | 7.7%  | 0.6%     |
| France         | 1.8%          | 0.0%              | 0.0%  | 0.0%     |
| Other          | 12.5%         | 5.9%              | 15.4% | 10.7%    |
| Base           | 68            | 12                | 17    | 250      |

# State of Residence

Just over half of domestic Napa Valley area visitors surveyed were California residents (53.9%). The remaining 46.1 percent reside out-of-state, with top visitation from Texas (5.5%), Florida (3.9%), New York (3.4%) and Illinois (3.1%). One-third of visitors who did not stay overnight in the Napa Valley were out-of-state residents (35.0%).

Chart 36: State of Residence



Detail by Type of Visitor

|               | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|---------------|---------------|-------------------|-------|----------|
| California    | 34.4%         | 22.6%             | 45.1% | 65.0%    |
| Texas         | 6.8%          | 2.5%              | 10.6% | 4.7%     |
| Florida       | 5.7%          | 5.0%              | 6.3%  | 2.8%     |
| New York      | 6.1%          | 7.5%              | 4.2%  | 1.7%     |
| Illinois      | 4.0%          | 0.0%              | 4.2%  | 2.7%     |
| Georgia       | 2.2%          | 2.5%              | 0.0%  | 2.4%     |
| Ohio          | 2.6%          | 2.5%              | 2.1%  | 1.4%     |
| Washington    | 3.0%          | 15.1%             | 4.2%  | 0.6%     |
| Louisiana     | 1.8%          | 2.5%              | 0.0%  | 1.4%     |
| Colorado      | 2.1%          | 7.5%              | 2.1%  | 0.6%     |
| Pennsylvania  | 2.4%          | 0.0%              | 4.2%  | 0.5%     |
| New Jersey    | 2.6%          | 2.2%              | 2.1%  | 0.5%     |
| Oregon        | 1.0%          | 0.0%              | 0.0%  | 1.4%     |
| Massachusetts | 1.9%          | 0.0%              | 0.0%  | 0.8%     |
| Virginia      | 1.2%          | 0.0%              | 0.0%  | 1.1%     |
| Michigan      | 1.2%          | 0.0%              | 2.1%  | 0.9%     |
| Kansas        | 0.6%          | 0.0%              | 0.0%  | 1.3%     |
| Tennessee     | 1.2%          | 5.0%              | 0.0%  | 0.8%     |
| Nevada        | 1.4%          | 2.5%              | 0.0%  | 0.8%     |
| Base          | 437           | 28                | 63    | 898      |

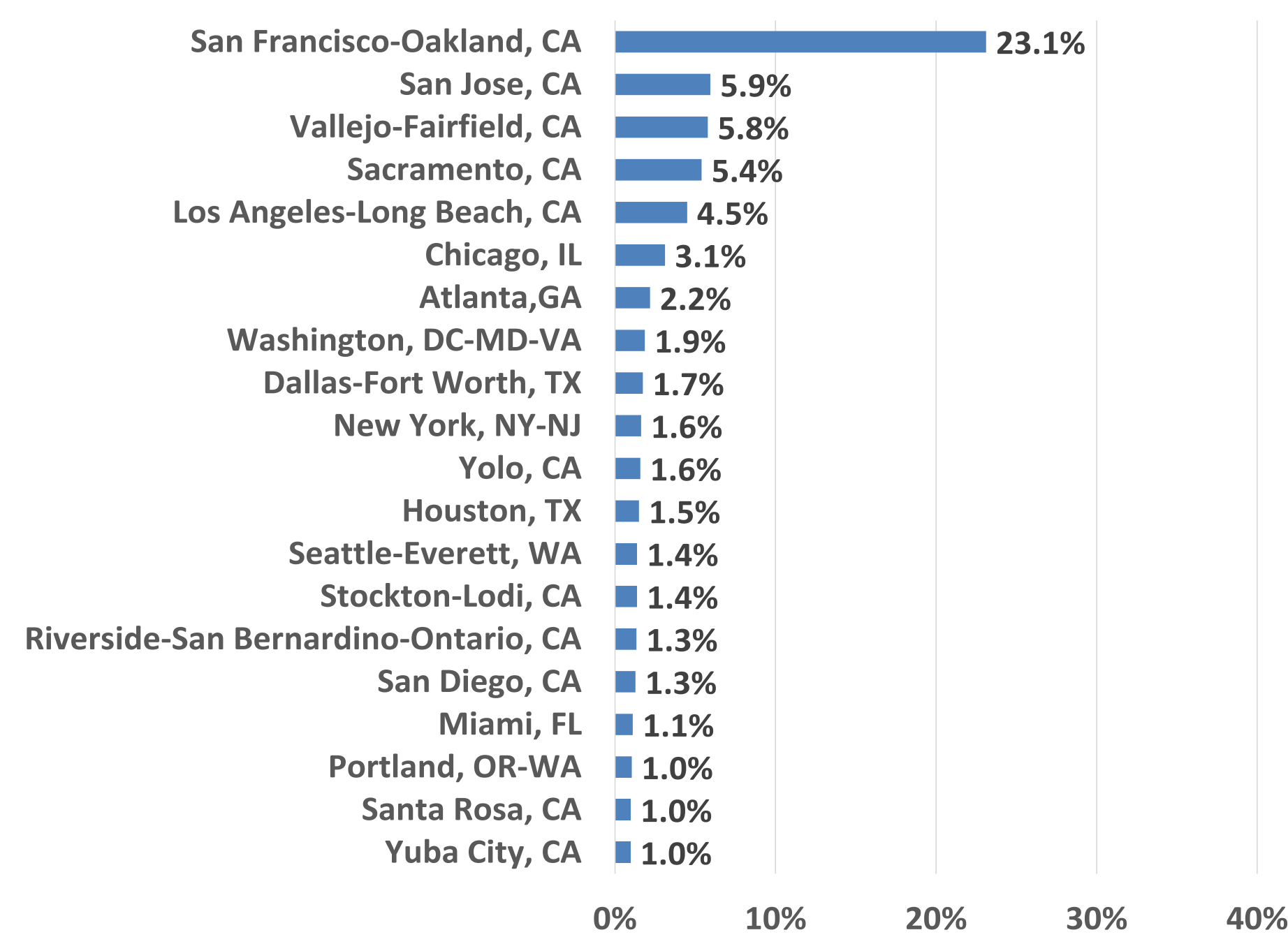
Question: What is your zip/postal code? Base: Respondents who live in the United States. 1426 responses.



# Point of Origin: MSA

In total, 23.1 percent of Napa Valley’s domestic visitors surveyed resided in the San Francisco-Oakland, CA metro area. Top MSA feeder markets outside San Francisco-Oakland include San Jose, CA (5.9%), Vallejo-Fairfield, CA (5.8%) and Sacramento, CA (5.4%). Top out-of-state markets include Chicago, IL (3.1%) and Atlanta, GA (2.2%) and Washington, DC (1.9%).

Chart 37: Top MSAs of Residence



Detail by Type of Visitor

|                                      | Lodging Guest | Home Share Rental | VFR   | Day-Trip |
|--------------------------------------|---------------|-------------------|-------|----------|
| San Francisco-Oakland, CA            | 12.3%         | 8.4%              | 12.9% | 29.3%    |
| San Jose, CA                         | 4.2%          | 0.0%              | 2.0%  | 7.4%     |
| Vallejo-Fairfield, CA                | 1.1%          | 0.0%              | 0.0%  | 8.5%     |
| Sacramento, CA                       | 2.3%          | 2.8%              | 5.3%  | 7.0%     |
| Los Angeles-Long Beach, CA           | 4.4%          | 5.6%              | 8.6%  | 4.1%     |
| Chicago, IL                          | 4.2%          | 0.0%              | 4.3%  | 2.6%     |
| Atlanta, GA                          | 2.3%          | 2.8%              | 0.0%  | 2.3%     |
| Washington, DC-MD-VA                 | 2.6%          | 0.0%              | 0.0%  | 1.6%     |
| Dallas-Fort Worth, TX                | 1.7%          | 0.0%              | 2.2%  | 1.8%     |
| New York, NY-NJ                      | 3.5%          | 5.6%              | 4.3%  | 0.3%     |
| Yolo, CA                             | 0.8%          | 0.0%              | 0.0%  | 2.1%     |
| Houston, TX                          | 2.0%          | 0.0%              | 6.5%  | 1.0%     |
| Seattle-Everett, WA                  | 2.6%          | 16.8%             | 0.0%  | 0.5%     |
| Stockton-Lodi, CA                    | 0.8%          | 0.0%              | 0.0%  | 1.8%     |
| Riverside-San Bernardino-Ontario, CA | 2.1%          | 0.0%              | 6.5%  | 0.7%     |
| San Diego, CA                        | 1.4%          | 2.8%              | 4.3%  | 1.0%     |
| Miami, FL                            | 1.7%          | 0.0%              | 2.2%  | 0.8%     |
| Portland, OR-WA                      | 1.1%          | 0.0%              | 0.0%  | 1.1%     |
| Santa Rosa, CA                       | 0.2%          | 0.0%              | 0.0%  | 1.5%     |
| Yuba City, CA                        | 0.5%          | 0.0%              | 0.0%  | 1.3%     |
| Base                                 | 402           | 25                | 61    | 861      |

Question: What is your zip/postal code? Base: Respondents who live in the United States. 1349 responses.

## Cindy Tzaopoulos

---

**From:** Andrew Navone <andynavone@gmail.com>  
**Sent:** Sunday, May 19, 2019 6:51 PM  
**To:** Cindy Tzaopoulos; Mark Prestwich  
**Cc:** geoffellsworth@yahoo.com  
**Subject:** 5/28 City Council Meeting - Adams Street discussion

My name is Andy Navone, I am copying each of you on a letter I sent earlier today to Mayor Ellsworth and the rest of the city council. Please file in the record for the meeting.

The letter is below. Thank you, Andy Navone

Dear Mayor Ellsworth and the St. Helena City Council members

We are writing you this letter to express our opinions and our concerns regarding the City's Adams Street property. We are out of town and unable to attend the [5/28](#) meeting regarding a potential Adams Street project. We have previously addressed these concerns at past RFP meetings held by the city.

You may know, the Navone Family owns and has owned since 1914 the contiguous parcel north of the city owned Adams Street parcel. Historically numerous city government officials of the past have urged us to turn down offers from potential developers to develop our property. Many citizens of this town have made similar comments. The feeling was to keep this part of the city as an agricultural corridor to downtown.

For over 100 years our family has grown grapes on our parcel. It is becoming more and more difficult to operate a vineyard in this area. Many people already disrespect private property ownership in the area. Adding a high density project such as a hotel development or low cost housing project will further affect the ability to grow grapes and farm our property.

While we understand the city's need to eventually develop the parcel, we are dead set against any type of development that will be a seven day a week 24 hours a day land use. This includes any type of hotel or high density residential project. It is highly unlikely that this type of development will benefit a majority of the citizens of St. Helena. It will benefit a select few.



If our memory serves us correctly, the public comments at the last round of directional meetings the city held regarding the Adams Street parcel were highly outspoken against any sort of hotel development on the parcel.

Why you as a Council continue to entertain the possibility of a hotel development for this parcel is a mystery to many. Please spend your energy studying alternative uses that will benefit and make the the citizens of this community proud for future generations to come.

Should you have questions as a group or individuals we can be reached at [707 963-4188](tel:7079634188). Thank you for your service and your willingness to better understand what the citizens of this community would like to see happen on the Adams Street parcel.

Warmest regards, Andy & Celeste Navone

[789 Fulton Lane](#)

[St. Helena](#)

Sent from my iPad

Lois Ann Battuello  
1634 Main Street  
St.. Helena, CA. 94574

City of St Helena, City Hall  
Received

MAY 20 2019

1480 Main St.  
St Helena, CA 94574

St. Helena City Council

By Hand Delivery (for May 28 Council agenda)

Re: RFP for Adams Street Agenda Item 10.5

Dear Mayor Ellsworth and members of the Council:

I thought we had a “council-directed” program for the benefit of residents and not a “developer-directed” program for our City’s precious lands, one that recognizes what people in St. Helena want. Most residents and tourists alike appear to be satisfied with the storied old vines and the dog walk, and not with altering the Adams Street site.

1. There is no financial justification for another resort-hotel development with three projects already in the pipeline and a very solvent financial condition for the City.

2. The City is not “broke” making us dependent on Transient Occupancy Tax, and I trust all members of the council know this, as well as the city’s outstanding capacity to service debt -- it’s enviable. And that capacity is more than sufficient to fund the costs of a new Police station and City Administration Building combined.

3. The Las Alcobas Resort/Hotel with international reservations available through Starwood - Marriott is evidently failing to meet its goals and is listed for sale.

We already have the Friedrich project, and should finally cut the cord if he does not deliver his project within the next year .... I’ve never heard of a “standby” use permit hanging around for ten years, interfering with other plans all this time? Napa County’s Use Permits for development have a life of four years from approval to Notice of Completion. Consider Inviting Mr.

-2-

Friedrich in for an update and take some initiative to tell Friedrich his time is up (perhaps adopt a policy like the County) vis a vis his application, so you can begin to make sensible decisions regarding other projects, And consider a limit from date of application to date of approval.

Then you have the Ted Hall project, one that could be low profile like Solage and sit back on a large tract of land, which can also be 'planted out' for their benefit as well as the City's ... use gentle berms, require a forest (think of Harvest Inn but not that close to the road with the forest looming over the roadway) that would block Main Street traffic noises and those of at least two wineries ... and consider adding onsite employee housing.

Next you have the Wine Train's proposal for a hotel on their property at Fulton Lane.

Have you added up all of the rooms and the number of employees required? The industry average for quality hotels is 1.5 employees per room. And we live in a "no growth" community which should apply to hotels as well..

It seems the County wants to give you some competition in the form of the Jackson family development for Lodi Lane .... That project isn't legal in the ag preserve and it will be challenged .... Just as the City has said "whoa" to the Craig and Kathryn Hall "residences," why would you support such a project on the other side of our town, one that violates the County's General Plan, which following Measure J, required a policy (AG-LU - 12) that reads: "No new non-agricultural use or development of a parcel located in an agricultural area shall be permitted unless it is needed for the agricultural use of this parcel." This applies to all parcels designated Ag-Preserve, while Ag Watershed allows a limited range of development options and has serious restrictions that protect agriculture.

If people are not making it at their wineries, we'll possibly enter a new phase of "ghost" wineries NOT convertible to resort-hotel operations by law. Board them up as was the case in the past when phylloxera ravaged the county, then Prohibition took a toll.

I know a number of people have already objected to the use of Ehlers Lane

as a hike and bike trail .... It's a farm to market lane only the width of a single car for most of its length. That can't be touched either, or changed to a bicycle and running course, not in the Ag Preserve, and I know this city is wise enough not to support any of these county specific plans. Supervisor Pedroza, as the County's representative to the Metropolitan Transportation Commission (MTC) should be pointing out these policies and Zoning Titles so MTC does not misappropriate \$6.1 million in CalTrans funds, but unfortunately he is supporting this misappropriation of funds to a project that is illegal. These concerns have already been taken to Federal authorities by area residents, while Pedroza is enjoying a promotion to Vice President of MTC for helping bring along the Ehlers Lane bicycle and hiking trail. Silly fool.

As a word of advice from experience, "Public Corruption" does not mean just bribe-taking, it means "a repeat pattern of violating the land use laws of a city or county and its general plan." This was applied to Fresno where more than 300 city and county employees lost their jobs and 19 people were prosecuted, only one having taken a bribe, in the mid-1990's. Of the 19, all were found guilty by juries. Others entered guilty pleas and toddled off to Federal prison for 6 months to 5 years. I see this as a problem the County obviously has and urge that our City not get caught up in it. I even view it as dangerous to put out an RFP until the Federal probes are over. These were announced for the Bay Area by Attorney General Michael Mukasey and are ongoing probes.

My understanding is that we don't really "need" another resort hotel to satisfy the public, as Las Alcobas is up for sale since it can't generate sufficient occupancy to meet their needs to service the site financially. Why add another project at this time, save for consideration of the three that are in the pipeline, when it appears our town is over- sated and inconsiderate of existing facilities (too much competition)?

Please don't let developers take over and guide this town. You'll find yourself with messes just like the County in that regard. Say no to any request for an RFP, even if it means standing down our own building department. You have no justification for offering our public land for development at this time, none, neither financial nor "needs based" because there isn't a lack of rooms available for tourists. And every reason to find ways to lessen congestion, not add to it. This will remain a problem, the

-4-

“jobs housing mix” is way out of control now and who knows how one can rein it in, given prices for homes in our city and unemployment so low

I also wonder what this town would look like down the road once the baby boomers are gone and the next generations are a fraction the size and with more limited incomes that may preclude luxury stays. Are we are destined to be an area of “ghost hotels” and “ghost wineries” once again in the town’s history? Perhaps there’s a 140 year cycle to this nonsense.

.  
Thank you for your time and consideration.

Sincerely,



Lois Ann Battuello  
1634 Main Street  
St. Helena, CA 94574  
963-8960



CITY OF ST. HELENA

Fund 745 - Parking In-Lieu Fees Budget Worksheet

|                                                        | FY 15/16<br>Actual | FY 16/17<br>Actual | FY 17/18<br>Budget | FY 17/18<br>Estimated Year End | FY 18/19<br>Adopted | FY 18/19<br>Budget %<br>Change |
|--------------------------------------------------------|--------------------|--------------------|--------------------|--------------------------------|---------------------|--------------------------------|
| Beginning Fund Balance (July 1)                        | \$ 551,124         | \$ 555,456         | \$ 559,728         | \$ 559,728                     | \$ 564,528          |                                |
| <b>Parking In-Lieu Fees - Revenues</b>                 |                    |                    |                    |                                |                     |                                |
| Investment Earnings                                    | 3,133              | 3,672              | 3,000              | 4,400                          | 4,800               | 60.00%                         |
| Parking In-Lieu Fees                                   | 1,200              | 600                | 1,200              | 400                            | -                   | -100.00%                       |
| <b>Total Parking In-Lieu Fees Revenues</b>             | <b>\$ 4,333</b>    | <b>\$ 4,272</b>    | <b>\$ 4,200</b>    | <b>\$ 4,800</b>                | <b>\$ 4,800</b>     | <b>14.29%</b>                  |
| <b>Parking In-Lieu Fees - Expenditures</b>             |                    |                    |                    |                                |                     |                                |
| <b>Totals by category</b>                              |                    |                    |                    |                                |                     |                                |
| Services                                               | -                  | -                  | -                  | -                              | 30,000              | 0.00%                          |
| <b>Total Parking In-Lieu Fees Expenditures</b>         | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ -</b>                    | <b>\$ 30,000</b>    | <b>0.00%</b>                   |
| Parking In-Lieu Fees Surplus/(Deficit)                 | 4,333              | 4,272              | 4,200              | 4,800                          | (25,200)            |                                |
| <b>Parking In-Lieu Fees Expenditures by Department</b> |                    |                    |                    |                                |                     |                                |
| City Attorney                                          |                    |                    |                    |                                |                     |                                |
| 21                                                     |                    |                    |                    |                                |                     |                                |
| Services                                               | -                  | -                  | -                  | -                              | 30,000              | 0.00%                          |
| <b>Total Expenditures</b>                              | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ -</b>                    | <b>\$ 30,000</b>    | <b>0.00%</b>                   |
| <b>Estimated Fund Balance at June 30, 2019</b>         |                    |                    |                    |                                | <b>\$ 539,328</b>   |                                |

**745 PARKING IN-LIEU:** This fund is used to accumulate funds from new or proposed development to pay for all or a portion of the costs associate with providing new parking facilities in the City.

## CITY OF ST. HELENA

## RESOLUTION NO. 99-22

ESTABLISHING IN-LIEU PARKING  
FEES WITHIN THE PARKING  
IMPACT OVERLAY DISTRICT

Parking Lot  
64 ~~35~~ spaces  $\times 25,000 =$   
1,600,000  
~~900,000.00~~  
on Adams 16 spaces  $\times 25,000$   
400,000.00

## RECITALS

By the year 2010, the City predicts that it will need to provide a new 30-space parking lot at an estimated cost of \$210,000. The entire cost of this parking lot will be paid from parking in-lieu impact fees. This project is currently being studied by the City, and funds are being collected for the project. - ~~750,000.00~~

Pursuant to City Code Section 27.207, any new use, structure, or building on a site located within the overlay district that, due to the size or location of the parcel, cannot be provided with required off-street parking, parking requirements may be satisfied by payment of an in-lieu fee. The in-lieu fee shall be set by resolution of the City Council.

The City included the required findings for the Parking Impact Fee in the Impact Fee Study in February 1997. All findings from that report are still applicable, and a reasonable nexus exists between this type of improvement and the type of development that is being assessed. These findings will be reviewed periodically to insure that the fees are adequate.

## RESOLUTION

The City Council hereby sets the amount of the in-lieu parking fee at \$7,000.00 per required space. This amount shall remain in effect until changed by resolution of the City Council. All funds collected shall be deposited in the Parking In-Lieu Impact Fee Fund, and only be used for the purpose of acquiring and constructing a parking lot within the Parking Impact Overlay District.

Have - 539,328  
in fund.

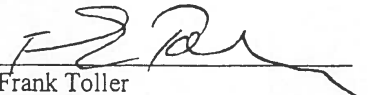
Approved at a Regular Meeting of the St. Helena City Council on February 23, 1999 by the following vote:

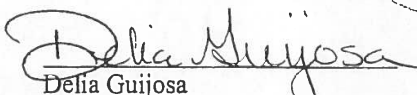
Ayes: Councilmembers Brown, Potter, Savidge, Slavens, Mayor Toller

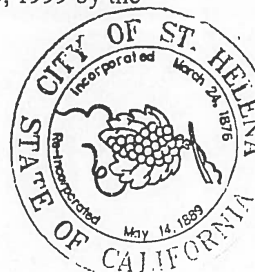
Noes: None

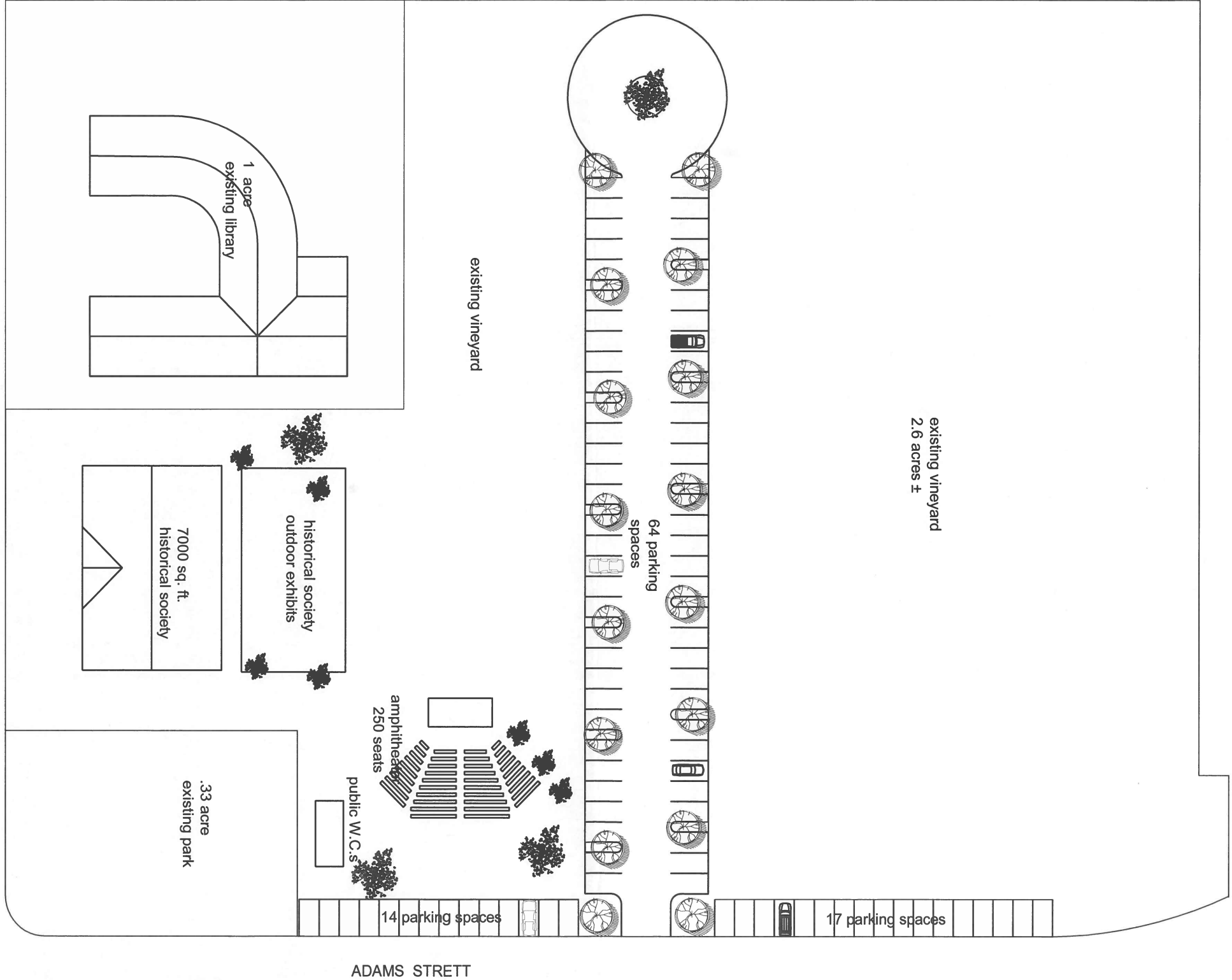
APPROVED:

ATTEST:

  
Frank Toller  
Mayor

  
Delia Guijosa  
City Clerk







## Cindy Tzaopoulos

---

**From:** Mary Koberstein  
**Sent:** Friday, May 24, 2019 4:35 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Adams Street Hotel. Public Comment

Hi Cindy  
Please include with the agenda item and forward to all City Council.  
Thank you

Mary Koberstein  
St Helena City Council  
[MKoberstein@cityofsthelena.org](mailto:MKoberstein@cityofsthelena.org)  
207-542-5035

Begin forwarded message:

**From:** Fran Heit <[Fran@reedsnapavalley.com](mailto:Fran@reedsnapavalley.com)>  
**Subject:** Adams Street Hotel  
**Date:** May 24, 2019 at 2:40:25 PM PDT  
**To:** "[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)" <[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)>

Hi!  
My husband and I own Reeds and Cricket on Main street..  
I know you are familiar with us..  
We are unable to attend the May 28 meeting , but we would like our thoughts to be heard.  
We feel this is an important project for the town.  
A hotel would bring customers who can walk to the downtown without using a car , thus eliminating more traffic and parking issues.  
It would also bring customers to the downtown to shop.  
We have felt some buzz from Las Alcobas and we think this would add extra buzz...  
Have a great weekend.  
Fran and Larry Heit





## Cindy Tzaopoulos

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**From:** Ron <RJAmoroso@myastound.net>  
**Sent:** Thursday, May 23, 2019 12:44 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Item 10.6 on the Agenda "Discussion and Direction Regarding Conditions, Community Values, and RFQ/RFP Process Related to Possible Future Lease or Sale of Adams Street Property".

As a long time supporter and home owner in St. Helena, I would offer the following input/comments on this topic:

If the city of St. Helena is considering selling public land for the purpose of the creation of a Luxury Hotel, the first thing the city should consider is where it would want a "Luxury Hotel" to be located?? As a tax paying home owner in St. Helena, my logic, opinion, and desire would be to have hotels located on the main highway where the vehicle traffic entering, exiting, and traveling through the city already exists and should remain.

Looking at the St. Helena website, it becomes immediately clear that the St. Helena governmental departments are scattered all over the city in a variety of separate buildings. There has been repeated talk over the past decade regarding the safe/unsafe condition of the St. Helena City Hall structure.

I think it makes much better sense to keep and develop the City owned Adams Street property in a fashion that consolidates as many of the city's departments (City Hall, Building, Planning, Council, Courts, etc) into one structure/facility as is possible while selling off those city owned properties that are located ON MAIN STREET for the purposes of "Luxury Hotel" development and the revenue needed to update the city's facilities.

Thank you,

Ron Amoroso



**Cindy Tzaopoulos**

---

**From:** Sandra Lowry <sandralowry@comcast.net>  
**Sent:** Thursday, May 23, 2019 5:26 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Adams Street Property

Dear City Council Members, I am writing about the idea of selling the Adams Lot Public Land for a luxury hotel complex on Adams Street. This is a Bad Idea and one that my husband and I are against.

Please do not vote for a hotel on this site. This land should be for the use of St. Helena residents. Thank you for listening. Sincerely, Cecil & Sandra Lowry, 1175 Starr Avenue, St. Helena.



My wife and I moved here 11 years ago from Europe with our 13 year-old son and we all immediately fell in love with our new home St Helena. I think we can all agree that everyone here today is very concerned and cares deeply about the future of our town and our community and we can all certainly agree that many of us basically have differing opinions about what that future might look like.

>> 30 years ago, St Helena was really the only game in town in the Napa Valley. We were the magnet that drew the visitors who came to the Valley for a wine country life style experience but in the last 20 years things have certainly changed and not to our advantage!

>> Yountville has progressed so much that it has now become the premier destination and arguably the heart & soul of Napa Valley. Yountville has attracted great hotels, great restaurants and great shops which all help to generate the income needed to sustain the level of excellence communities like ours deserve. Napa just recently evolved from years of neglected development and recent earthquake rubble by adding hotels in its downtown that have positively changed the entire dynamic of the entire city. 10 years ago, every 2nd store in downtown Napa was empty or ready to go out-of-business! Now new shops and restaurants have opened and thrive, store fronts are filling up and Napa has a future.

>> Calistoga also has made choices for many progressive changes to secure its future income that will the impact it's financial security for generations to come.

>> St. Helena, poor St. Helena, the one-time true heart of Napa Valley. Our beloved town is for years now in total decline and is confronted with open store front after open store front. Just this month another very long term and very well-respected clothing store "Flats" had to close. Flats had moved to several locations all in St Helena over its decades of operation, but it never left St Helena! After so many years here it was just not viable anymore, the store owner told me. "There is just not enough foot traffic, it's not the rent that kills St Helena", she said, "our customers and Napa Valley visitors now spend most of their money in Napa, Yountville and Calistoga and not anymore in St. Helena."

We need to face it. We are in competition with the other towns in our Valley. We all know about the numerous restaurants that have closed in St Helena: Cindy's, Terra, La Condessa and their loss effects not only our tax base but the overall viability of success in our town. Go Fish has never opened again and has been trying for the last 6 years to find a renter. What message does that project to the world about St Helena? Thomas Keller, one of the most famous restaurateurs in the country, now operates 4-5 restaurant in Yountville. None of his restaurants are 8 miles up the road in St. Helena, why? We have several open viable locations, right on Main street and we are a great town. What we are not at present a town with a plan for the future.

The future of our town must not be held hostage to the selfish desires of a few who wish to live in a bubble of the past. We all see how that currently turned out and none of us here want to see St Helena on the front pages of national newspapers the way Vallejo did in 2008. We owe it to St Helena to build and maintain its future for our children and all those who will want to visit once again.

I see 2 possible scenarios coming to St Helena:

1) Let's do nothing, let's stay the same, let's raise taxes.

The consequence:

Many more high-end stores will close and might out of necessity get filled with low-end stores like souvenir stores or those valuable storefronts will stay empty forcing more restaurant closings or landlords will be forced to replace high end tenants with simple fast food restaurants or take outs etc.

Maybe St. Helena's future is to become just a drive through town from Yountville to Calistoga? Traffic will not be reduced, property values will go down and taxes will have to go up, but at least those of you who have not accepted our current decline can say our town can still be the sleepy little town it once was. How long will that bucolic image last? Those roads will still need to be repaired, the police and fire departments still maintained and the bills need to be paid.

2.) Consider building a 5 Star hotel with an underground parking garage and a 5 Star cliental. Guests who shop and walk to town without using their cars. Consequently, new restaurants will open, and shops will have enough foot traffic that is willing to spend money without increasing traffic. The demand to open a business in St Helena will go up. The 12% Hotel TOT tax (Hotel Transient Occupancy Taxes) will go directly to our town. The money from the TOT will help St. Helena to repair its roads, pay for our police and fire department, their pensions will be secure and St Helena will provide a future for the next generation.

I have run businesses for the last 25 years and if there is one thing that I'm pretty sure about, it's the fact that a business (and a running town is a business) will either go up or it goes down. Nothing in business ever stays the same. Every day I look in the mirror and I see how I am changing, my hair getting less and less. St Helena is a great town with great people living here and it will not be destroyed by a 5 star hotel it will be saved by all the revenue a venture like that will produce.

My goal is to stay and grow old here, I guess I am already old, but hopefully we will all grow older here and prosper together.

Georg and Cristine Salzner



**Cindy Tzaopoulos**

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**From:** Kimberly Phinney <kimbophinney@gmail.com>  
**Sent:** Sunday, May 26, 2019 11:44 AM  
**To:** Mark Prestwich; Geoff Ellsworth; Paul Dohring; Mary Koberstein; Anna Chouteau; David Knudsen  
**Cc:** Cindy Tzaopoulos  
**Subject:** Adams Street

Hello City Manager, Mayor and Council,

We are in support, again, of sending out RFPs for the development of the Adams Street property owned by the city of St. Helena.

Please think of the future of St. Helena, 10 years from now, not 10 years ago. You are losing supporters left and right and if decisions are not being made for the future of St. Helena, you will lose the future of St. Helena on your terms. We cannot let this continue to happen and feel this is your last chance. Sending out for RFPs is a solution, not a complaint.

Please see the photo below. It has not been altered in any way. It was taken this morning, but has been like this for YEARS. This is what we have become and what we allow. Something has to give, please.

Thank you for your time and service to our city. Good luck on Tuesday.

Ciao,  
Kim Phinney  
Allyn Avenue

Si



**Cindy Tzaopoulos**

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**From:** Oliver Caldwell <oliver@caldwellsnyder.com>  
**Sent:** Monday, May 27, 2019 2:03 PM  
**To:** Mark Prestwich; Geoff Ellsworth; Paul Dohring; Mary Koberstein; Anna Chouteau; David Knudsen  
**Cc:** Cindy Tzaopoulos  
**Subject:** RFP Guidelines: Adams Street parcel with illustrative conceptual site plan

**To our Mayor, City Council and City Manager,****Re: RFP Guidelines: Best use of the City's owned Adams Street parcel.**

Two Zones - balancing open space, optimum City revenues and high aesthetics.

In our opinion, the best use for the 5.6 acre Adams parcel is to divide the Adams parcel into two synergistic zone -- a well-designed, low profile luxury resort on the North side, and a tree-lined, public walk/access that continues to the Napa River on the South side along Adams street. This is probably the most pragmatic solution to balance the needs of our City treasury, save our downtown and preserve open space for the community.

Since the frontal setback along Adams Street has historically served as the natural corridor for locals to walk to the Napa River, it would seem that this should remain open as the pedestrian zone. To protect its image, ambience and investment, a luxury resort, on the North side, would want to also control and maintain this pedestrian zone and all other adjacent zones.

The pedestrian zone, perhaps a soft, winding path inside an alley of native trees, could also serve synergistically as the approaching frontal landscape for the hotel's grand, aesthetic entrance. It's a natural alignment of interests between the community and hotelier to keep the entire Adams parcel spacial, green and serene. Any increased density of unpredictable hardscape and civic buildings on the 5.6 acres would compete and degrade the optimum alignment of those shared interests. *Less is best.*

Since the City highly depends on TOT from its local hotel partners, it is in the City's best interest that any future planned hotel not compete for the same clientele normally associated with other nearby TOT-generating hotels. Maximum hotel occupancy yields maximum TOT. Thus, the Adams RFP should specify the consideration of only a high-end, low-profile resort with average room rates well above the others. The RFP should target developers that can propose rates and occupancy which would support the best offer and maximum long-term TOT potential.

However, luxury resorts need a sufficient amount of land to both attract affluent guests and make their numbers work. Since we are conditioning the use of the 5.6 acres to incorporate both a high-profile, luxury-statue development, and public open spaces, all proposals should initially allow the full parcel for research and design by the developer.

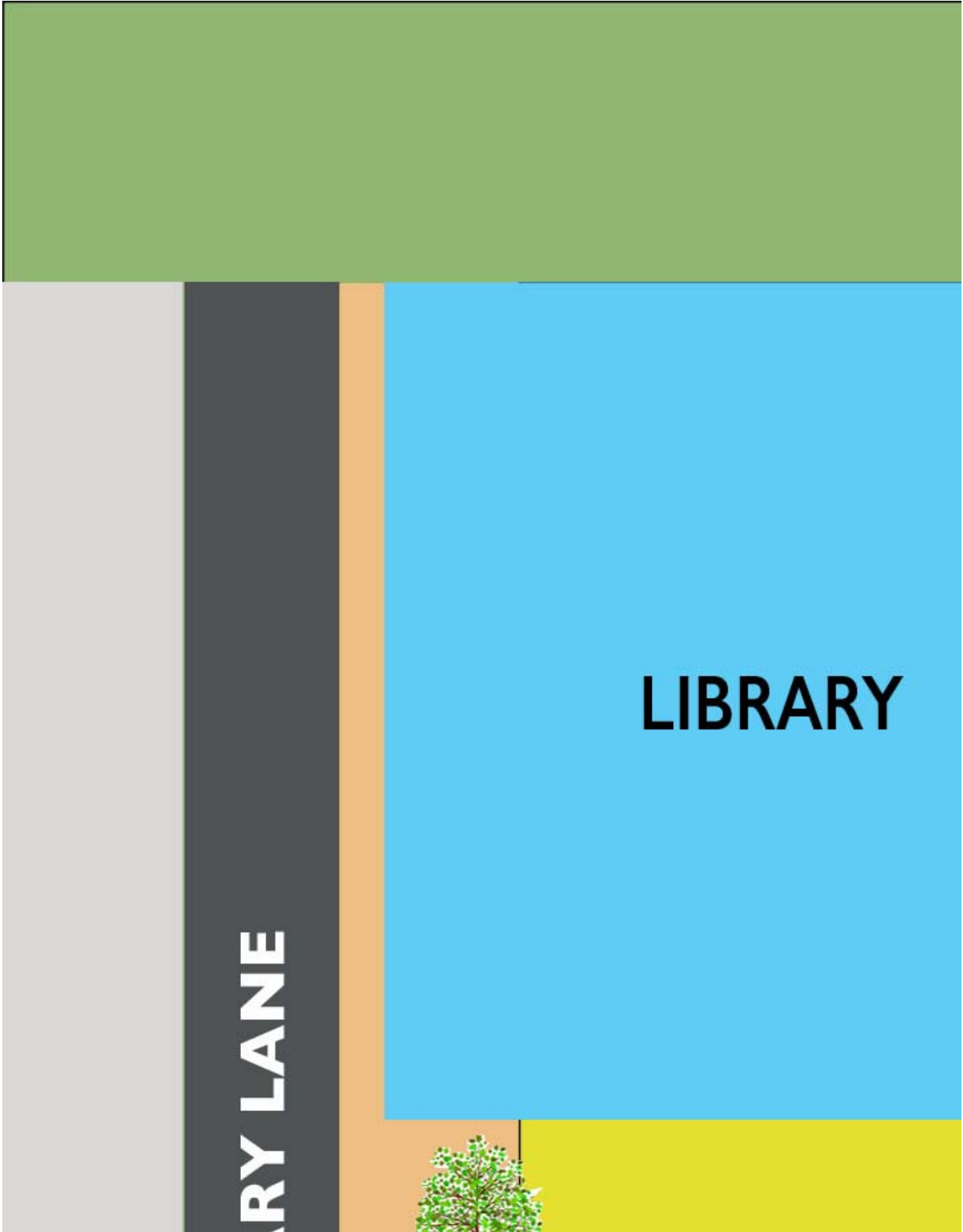
The sale of the full parcel could likely garner \$25 million now and \$4 million in combined annual TOT, property and sales taxes, etc. If the town received \$56 million from 5.6 acres in the first 10 years, then theoretically, each acre would represent \$10 million in value. Any single acre withdrawn from the full parcel and used for alternative civic development would consequently be a lost opportunity of \$10 million to the City. Thus, constructing an \$8 million civic building, on any one of the withdrawn acres, would actually cost the City \$18 million. Logically, the best use of the Adams Street parcel is for generating maximum hotel taxes

in perpetuity, with all future community/cultural development best served and developed at City Hall/Lyman Park, where there is public transportation, high visibility and pedestrian connectivity to the downtown.

There are no other opportunities elsewhere in town that can remotely match this potential source of revenue.  
*When the money comes in, most of the problems go away.*

Thank you for your consideration, civic dedication and service to our City,

Oliver and Karen Caldwell  
St. Helena







5/21/2019

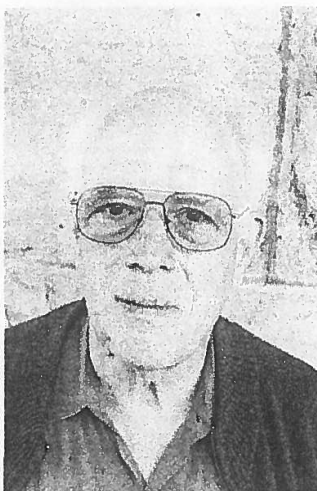
Candidate profile: Alan Galbraith | St. Helena Star | napavalleyregister.com

[https://napavalleyregister.com/star/news/local/candidate-profile-alan-galbraith/article\\_95023c42-fd3b-11e1-8142-001a4bcf887a.html](https://napavalleyregister.com/star/news/local/candidate-profile-alan-galbraith/article_95023c42-fd3b-11e1-8142-001a4bcf887a.html)

## Candidate profile: Alan Galbraith

ELECTION 2012 — CITY COUNCIL

Jesse Duarte Sep 13, 2012



Alan Galbraith

99¢ YOUR FIRST MONTH!

Alan Galbraith says he's running for mayor because he wants to bring a sharper focus to discussions of local issues like housing, water and finance.

That emphasis on process shouldn't be a surprise coming from a former trial and appellate attorney who, during his time as chair of the St. Helena Planning Commission, ran meetings in a highly formal fashion.

"It's very important for the mayor to frame the issues and sharply focus the discussion," said Galbraith, who's now a regular member of the Planning Commission. "That helps lead to a proper decision that's hopefully good for the community."

[https://napavalleyregister.com/community/star/news/local/candidate-profile-alan-galbraith/article\\_95023c42-fd3b-11e1-8142-001a4bcf887a.html](https://napavalleyregister.com/community/star/news/local/candidate-profile-alan-galbraith/article_95023c42-fd3b-11e1-8142-001a4bcf887a.html)

1/5

5/21/2019

Candidate profile: Alan Galbraith | St. Helena Star | napavalleyregister.com

Galbraith wants to finish the General Plan update, adopt a water management plan to guide decisions about new development, and foster a healthy relationship with the business community.

Galbraith said the council approved the new General Plan in 2010, subject to some changes involving water.

“But now here we are doing a line-by-line review again? It makes no sense,” he said.

### Water

As a member of the Infrastructure Subcommittee and the Safe Yield Committee, Galbraith has studied the city’s water supply, co-authored an exhaustive report on water, and helped define the “safe yield” of the city’s water system.

Since it will be hard for St. Helena to withstand a prolonged drought without significant water rationing, the city needs to look for more water sources that could be tapped in case of an emergency, said Galbraith.

Until other sources are found, St. Helena will probably have to live within its current “safe yield” of 1,950 acre-feet, he said.

Unlike Mayor Del Britton, who doesn’t want to rely on Napa water or groundwater for planning purposes, Galbraith is optimistic that St. Helena will continue to receive water from the city of Napa after the two cities’ current contract expires in 2035.

As for groundwater, St. Helena needs it to meet current demand during the summer, so it’s “not realistic to plan on the basis of using no groundwater ... or using groundwater just for emergencies,” Galbraith said.

He does agree with Britton that Carl Doumani’s plan to build 80,000 square feet of office space on Mills Lane provides no benefit to St. Helena, and is likely to “pull office businesses out of downtown St. Helena.”

Galbraith also opposes the construction of a hotel on the city’s Adams Street property, and supports the previously adopted design plan that calls for a community center and other civic amenities.

“It was bought to be used as a community asset,” Galbraith said.

### City government

**Cindy Tzaopoulos**

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**From:** S. Michelle Mathai <mathaism@gmail.com>  
**Sent:** Tuesday, May 28, 2019 2:28 PM  
**To:** Cindy Tzaopoulos  
**Subject:** A comment with regards to Adams Street Open Space

To Whom It May Concern,

I would like to put forth a comment as I am not able to attend the City Council Meeting today. I am a local who uses the Library Vineyard path multiple times per day. It is one of the few places in town where I truly connect with the heart Napa Valley, where people of different income levels and ethnicities come together to enjoy fresh air and the beauty of the vineyards. Some of what we call "community" events are not available to all citizens of this town due to space constraint and pricing, but this little piece of heaven is currently enjoyed by families, and friends to slow down, take a walk, fly a kite and walk the beloved dog. It should not be turned into more parking lots or hotels, but should be saved as the one last open space to be enjoyed by mostly by locals, friends, and neighbors, reminding us of the gem that St. Helena truly is.

Thank You,  
Michelle Mathai  
Hunt Ave



**Cindy Tzaopoulos**

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**From:** Patty <pattysimons@comcast.net>  
**Sent:** Tuesday, May 28, 2019 1:50 PM  
**To:** CityCouncil; Cindy Tzaopoulos  
**Subject:** Adams Street Property

Dear Mayor and City Council,

We oppose the plan to sell off the Adams Street property to a developer to build another hotel. We want to keep as much open space as we can - that's why we moved here over 20 years ago. If the City needs money, how about building something that preserves the beauty and environment that the City can rent out like a hall or a venue for weddings, parties, meetings, etc.? Another hotel means more congestion and strain on our precious water supply, fire, police, etc. Please don't sell it to another developer!

Sincerely,

Patty and Don Simons

831 Signorelli Circle

707-967-0382





## Cindy Tzaopoulos

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**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 4:58 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Development of the Adams Street Property next to the Library

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** "Douglas Eisele" <[wdeisele@comcast.net](mailto:wdeisele@comcast.net)>  
**Date:** May 26, 2019 at 12:02:26 PM PDT  
**To:** <[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)>, <[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)>, <[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)>, <[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)>, <[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)>, <[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)>  
**Subject:** Development of the Adams Street Property next to the Library

St. Helena Mayor, City Council and Manager,

I cannot attend the meeting this Tuesday regarding the discussion of an RFP for the possible development of the city-owned property next to the library.

I support sending out an RFP for the possible development of the city-owned property next to the library. We need the future funds to keep our St. Helena beautiful and sustainable.

Yours,

Douglas Eisele

Douglas Eisele  
1659 Allyn Avenue  
Saint Helena, CA 94574  
707-486-3571

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## Cindy Tzaopoulos

---

**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 4:59 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Adam's Parcel

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** Erin Lail <[elail@cbnapavalley.com](mailto:elail@cbnapavalley.com)>  
**Date:** May 26, 2019 at 7:26:56 PM PDT  
**To:** "[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)" <[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)>, "[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)" <[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)>, "[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)" <[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)>, "[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)" <[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)>, "[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)" <[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)>, "[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)" <[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)>  
**Subject:** Adam's Parcel

Dear All,

Thank you for all that you do!

I support sending out an RFP for hotel development of the Adams parcel. Let's get some \$\$ flowing in this town so we can upgrade, repair and support our local community. There is tasteful ways to do everything and I honestly think it could be a fabulous idea.

Thanks again,

Erin Lail

Erin Lail

[erinlail.com](http://erinlail.com)  
707.333.5596

Coldwell Banker Brokers of the Valley  
Lic. No. 02027696

Honeydew Luxury Estate Management  
[www.hdnapavalley.com](http://www.hdnapavalley.com)

Lail Vineyards

[Www.lailvineyards.com](http://www.lailvineyards.com)

## Cindy Tzaopoulos

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**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 4:58 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Tuesday's meeting

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** "Gail Morgan Lane" <[gail@winestates.com](mailto:gail@winestates.com)>  
**Date:** May 26, 2019 at 1:44:38 PM PDT  
**To:** <[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)>, <[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)>, <[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)>, <[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)>, <[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)>, <[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)>  
**Subject:** Tuesday's meeting

To: St. Helena Mayor, City Council and Manager,

I support sending out an RFP for the possible development of the city-owned property next to the library. We need the future funds to keep our St. Helena beautiful and sustainable. As a local business owner in the center of downtown St. Helena's Main Street, local merchants aren't going to survive much longer if we don't figure out a way to bring more visitors downtown. My family settled in this valley in the 1,800's and I've lived here most of my 66 years. I've founded over 5 local businesses since returning in the 70's after graduating from college.

I currently own St. Helena Real Estate. Even though I'm not in the retail business, a large percent of my company's success over the past 31 yrs has come from foot traffic on Main. 80% of my buyers are looking for 2<sup>nd</sup> homes. The number of "walk-in's" I've seen in the past 3 yrs has dropped substantially. I can only imagine how much this drop in foot traffic is hurting retail businesses. We need hotels that are close enough to Main Street's retail shops for people to walk and shop. Yountville is a perfect example of this. Yountville's hotels are all within walking distance to all it's shops. Yountville is jam packed with shoppers every single weekend.

I love this beautiful town and I've never been a big fan of growth but things have changed due to modern technology. Local residents cannot support downtown merchants. The majority of residents shop online these days. You can buy anything from [Amazon.com](https://www.amazon.com), including tiny homes! I'm as guilty as the next person for shopping online but I do what I can to support all businesses in St. Helena. We need interesting boutique shops for our visiting tourists.

If it takes an affordable hotel where visitors can stay a few nights and enjoy a short & safe walk downtown to keep this city thriving, then we must approve it.

Sincerely yours,

Gail M. Lane

GAIL MORGAN LANE

OWNER/MANAGING BROKER | **ST HELENA REAL ESTATE, INC.**

License # 01026604

DIRECT: 707.291.0156 | OFFICE: 707.967.9570

[Gail0634@gmail.com](mailto:Gail0634@gmail.com)

[www.sthelenarealestate.com](http://www.sthelenarealestate.com)



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## Cindy Tzaopoulos

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**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 4:58 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: I support the possible development of the city-owned property next to the library

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** Karen Cassel <[kjcassel@gmail.com](mailto:kjcassel@gmail.com)>  
**Date:** May 26, 2019 at 12:51:49 PM PDT  
**To:** [mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org),  
[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org), [pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org),  
[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org), [achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org), [dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)  
**Subject:** I support the possible development of the city-owned property next to the library

St. Helena Mayor, City Council and Manager,

I beg you to send out an RFP for the possible development of the city-owned property next to the library. Like all of you, I love St. Helena's small town feel and the way of life here but the honest truth is Main Street is becoming a ghost town and the vacancy rate on the town's Main Street will accelerate as foot traffic dwindles. Restaurants aren't sustainable. Our roads are literally crumbling. Our charm is fading.

All the while, development is happening all around us - in Calistoga and Yountville and Napa. To continue to resist it entirely, will turn St. Helena from the charming jewel of Napa Valley into a highway rest stop on the road from one destination to another.

Our roads will be clogged with traffic traveling from Calistoga to Napa, yet our businesses, buildings and roads will not benefit from an increased tax base or increased tourism dollars.

I support taking control of our future, of welcoming a luxury hotel which balances the needs of the developer with the needs of residents, of investing the proceeds from the land and the tax revenue into things that the residents value most, our infrastructure and our outdoor and community spaces.

Yours,  
Karen Cassel



**Cindy Tzaopoulos**

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**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 5:01 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: RFP For Adams Street Property

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** Katie Leonardini <[katie@whitehalllane.com](mailto:katie@whitehalllane.com)>  
**Date:** May 27, 2019 at 1:01:33 PM PDT  
**To:** [mprestwich@cityofstheleena.org](mailto:mprestwich@cityofstheleena.org), [gellsworth@cityofstheleena.org](mailto:gellsworth@cityofstheleena.org),  
[pdohring@cityofstheleena.org](mailto:pdohring@cityofstheleena.org), Mary Koberstein <[MKoberstein@cityofstheleena.org](mailto:MKoberstein@cityofstheleena.org)>,  
[achouteau@cityofstheleena.org](mailto:achouteau@cityofstheleena.org), [dknudsen@cityofstheleena.org](mailto:dknudsen@cityofstheleena.org)  
**Subject:** RFP For Adams Street Property

Good afternoon,

Please add me to the list of residents and business owners that are **in support** of sending out an RFP for the development of the city owned Adams Street parcel. I only hope that if and when a Request For Proposal is sent out by the city, that some qualified entities do respond with serious interest.

These proposals are very expensive to develop and present to the city. When this was done several years ago, these development firms were treated very poorly by many residents. I am hopeful that if the council is behind the idea of utilizing Adams Street Parcel as a viable revenue source for St. Helena, that you embrace the proposals that come forward with full intentions of selecting one of them.

Thank you,

*Katie Leonardini*

Whitehall Lane Winery  
1563 St. Helena Hwy  
St. Helena, CA 94574  
W: 800-963-9454, x23



## Cindy Tzaopoulos

---

**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 5:00 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Support for Development RFP

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** Mark Levy <[mlevy@glenuna.com](mailto:mlevy@glenuna.com)>  
**Date:** May 27, 2019 at 8:36:46 AM PDT  
**To:** "[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)"  
<[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)>, "[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)"  
<[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)>, "[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)"  
<[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)>, "[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)"  
<[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)>, "[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)"  
<[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)>, "[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)"  
<[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)>  
**Cc:** Theresa Picon Levy <[terrymlevy@gmail.com](mailto:terrymlevy@gmail.com)>  
**Subject:** Support for Development RFP

St. Helena Mayor, City Council and Manager,

I support sending out an RFP for the possible development of the city-owned property next to the library. We need the future funds to keep our St. Helena beautiful and sustainable.

Regards,  
Mark and Terry Levy  
1690 Sylvaner Avenue  
St Helena, CA 94574

--

Regards, Mark Sent from Gmail Mobile





## Cindy Tzaopoulos

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**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 4:57 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Adams Street

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** Antonio Castellucci <[antoniocastellucci14@gmail.com](mailto:antoniocastellucci14@gmail.com)>  
**Date:** May 26, 2019 at 12:47:07 PM PDT  
**To:** Geoff Ellsworth <[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)>, Mark Prestwich <[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)>, Mary Koberstein <[MKoberstein@cityofsthelena.org](mailto:MKoberstein@cityofsthelena.org)>, Paul Dohring <[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)>, "[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)" <[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)>, [dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)  
**Subject: Adams Street**

Dear mayor Ellsworth , city council members and city manager .

I support sending out an RFP for the development of the city owned property next to the library .  
We need the future funds to keep our St Helena beautiful and sustainable .

Yours  
Antonio Castellucci



## Cindy Tzaopoulos

---

**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 5:01 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Resort Hotel Development

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** Chris Bello <[chris@bellofamilyvineyards.com](mailto:chris@bellofamilyvineyards.com)>  
**Date:** May 27, 2019 at 11:39:07 AM PDT  
**To:** "[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)" <[mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org)>, "[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)" <[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org)>, "[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)" <[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org)>, "[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)" <[mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org)>, "[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)" <[achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org)>, "[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)" <[dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)>  
**Subject:** Resort Hotel Development

St. Helena Mayor, City Council and Manager,  
I support sending out an RFP for the possible development of the city-owned property next to the library. We need the future funds to keep our St. Helena beautiful and sustainable.  
Yours,  
Christopher Bello

Christopher Bello  
Bello Family Vineyards  
[www.bellofamilyvineyards.com](http://www.bellofamilyvineyards.com)  
Alexandrie Cellars  
[www.alexandriecellars.com](http://www.alexandriecellars.com)



## Cindy Tzaopoulos

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**From:** Mark Prestwich  
**Sent:** Tuesday, May 28, 2019 4:59 PM  
**To:** Cindy Tzaopoulos  
**Subject:** Fwd: Adams Street RFP

Public comment.

Sent from my iPad

Begin forwarded message:

**From:** Clay Timon <[ctimon1@aol.com](mailto:ctimon1@aol.com)>  
**Date:** May 26, 2019 at 2:22:06 PM PDT  
**To:** [mprestwich@cityofsthelena.org](mailto:mprestwich@cityofsthelena.org),  
[pdohring@cityofsthelena.org](mailto:pdohring@cityofsthelena.org), [achouteau@cityofsthelena.org](mailto:achouteau@cityofsthelena.org),  
[gellsworth@cityofsthelena.org](mailto:gellsworth@cityofsthelena.org), [mkoberstein@cityofsthelena.org](mailto:mkoberstein@cityofsthelena.org), [dknudsen@cityofsthelena.org](mailto:dknudsen@cityofsthelena.org)  
**Subject:** Adams Street RFP

St. Helena Mayor, City Council and Manager,

I support sending out an RFP for the possible development of the city-owned property next to the library. We need the future funds to keep our St. Helena beautiful and sustainable.

Your,

Clay Timon  
1103 Brittany Lane  
St. Helena, CA





## Cindy Tzaopoulos

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**From:** Mark Prestwich  
**Sent:** Wednesday, May 29, 2019 3:06 PM  
**To:** Cindy Tzaopoulos  
**Subject:** FW: Adams Street Property

Public comment.

**From:** Peter Przybylinski <peterjmaes@gmail.com>  
**Sent:** Wednesday, May 29, 2019 12:30 PM  
**To:** Mark Prestwich <MPrestwich@cityofsthelena.org>; Geoff Ellsworth <GEllsworth@cityofsthelena.org>; Paul Dohring <PDohring@cityofsthelena.org>; Mary Koberstein <MKoberstein@cityofsthelena.org>; Anna Chouteau <AChouteau@cityofsthelena.org>; David Knudsen <DKnudsen@cityofsthelena.org>  
**Subject:** Adams Street Property

Hello,

As a long time resident of Saint Helena, I am extremely concerned about the long term financial health of our City and the quality of life that results from a poor financial situation. I, like many of you, am proud of our town and its beautiful setting. I am happy to share it with others when they come to visit. I am puzzled by attitudes of "we don't want any tourists to come to our city". It should be for all to enjoy, not just exclusive to those who are fortunate enough to be able to afford a home here.

As such, I strongly support exploring sale and development options for the city-owned property adjacent to the library. such exploration would come in the form of an RFP. Our town and community will be better for it.

Thank you,

--

Pete Przybylinski  
1184 Hudson Ave  
Saint Helena, CA 94574



May 29, 2019

Dear Mayor, City Council and City Manager,

Below are a few overarching observations and suggestions that I was going to share last night but declined given the crowd and long meeting.

The discussion of Adams St. and what to do with it has become larger than it merits with its long tumultuous history which keeps repeating itself.

- Too many Councils have failed to address it, have not had a vision for it and have been flummoxed by diverse community input.
- No decision cannot again be a decision – it is unhealthy for the city, financially and as community.
- More importantly we are not moving forward on some good and necessary decisions for our city.

Address the money question head on:

- Is money the only reason/impetus
- Do we need the TOT to fund other needs – is this the best/only place to get it?
- Put Adams St. into the context of other possible hotels and assuage or answer concerns in that regard
- Make the connection between empty store fronts (a small town reality across the country), local businesses and your thoughts on Adams St.
- Provide the downside; what happens if we do nothing

We all know everyone will not be happy no matter what the plan for this or any of the SHAPE suggestions but let's demonstrate the nexus of

what could happen from the Library to Adams St. in combination with City Hall and Lyman property in mind.

- What are the creative ways a developer could work with the city to create a continuum of space and local use on the whole property?
- Please don't give up on the SHAPE work and priorities and get lost in this decision alone.

Lastly, I am as guilty as anyone of throwing out the word "community" as this great thing that we think that St. Helena is and aspires to. We often take our stand on issues or change based on some moment in history when we arrived or a time we thought St. Helena was just right or, right is right now so don't change anything. Those attitudes or positions aren't really supportive of community which puts our individual priorities higher than the greater good for all or at last something for all. They also don't address the realities of today or the needs of tomorrow.

Thank you for listening to all. I encourage you to create a vision for SHAPE priorities that includes Adams St. I think there is a way for almost everyone to get part of what they want and hopefully accept that the rest is for another part of what we call "community".

Sincerely,

Loraine Stuart  
St. Helena

## Cindy Tzaopoulos

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**From:** Sara Chrisman Bjerkan <SChrisman@svb.com>  
**Sent:** Wednesday, May 29, 2019 4:56 PM  
**To:** Cindy Tzaopoulos  
**Subject:** re: Adams Street RFP/RFQ

Hi Cindy,

I sent the below message earlier today without realizing it should have gone through you to be entered into the public record. Can you please add my initial message to the public record plus share my additional comments as follows with the City Manager and City Council, etc?

Additional thoughts:

What would be super helpful is if the City applied the same methodology being used on the Downtown Streetscape project for the Adams Street property. I've received notice directly about the Downtown Streetscape project via email along with several online surveys and have learned a lot about that project via the website created.

I realize Adams Street is a more divisive subject but I think people would feel more supportive if they felt more included in the decision-making and had more information similar to the scope of which is listed on the Downtown Streetscape website. We need a holistic view that addresses the why, what, how, when, how much, etc in order to make informed decisions and share perspective on this property.

For many of us who work full time and have a family on top of that, we don't have a lot of ways to stay abreast of what is happening with our town without explicit electronic correspondence/notification (aside from City Council meeting agendas which I often don't have time to slog through and I'm sure I'm not the only one).

Very much appreciate your efforts on behalf of our town  
 Sara

SVB Confidential

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**From:** Sara Chrisman Bjerkan  
**Sent:** Wednesday, May 29, 2019 10:22 AM  
**To:** mprestwich@cityofsthelena.org; gellsworth@cityofsthelena.org; pdohring@cityofsthelena.org; mkoberstein@cityofsthelena.org; achouteau@cityofsthelena.org; dknudsen@cityofsthelena.org  
**Cc:** leifbjerkan1@gmail.com  
**Subject:** Adams Street RFP/RFQ

St. Helena Mayor, City Council and Manager,

I DO NOT support the RFP/RFQ process for the possible development of the Adams Street property into a hotel. I live at 1702 Crinella Drive and work in the Wine Business Center for Silicon Valley Bank at 899 Adams Street, directly across from the City-owned Adams Street property. I am also on the board of Our Town St. Helena.

Here are a few things I'm thinking about with regard to this issue:

- I question the legitimacy of the figures being thrown out stating we can now get \$25M for just a portion of the property after previously being told we could net \$20M for the entire property just a couple of years ago. Does anyone have comps that would bear this out?
- I do not believe a hotel in this location would be able to consistently command \$1,000 per night at anywhere near full occupancy. Why would a well-heeled tourist stay in a hotel at the end of Adams Street when they could stay at Meadowood, Auberge, Calistoga Ranch, or the new Four Seasons in Calistoga which are more exclusive locations and established brands? .
- We need better data on a few elements:
  - o What are actual hotels Up Valley and around Napa County seeing for average daily rates and occupancy? Do we have an idea of how the existing hotels in St. Helena and the surrounding area are performing?
  - o For our businesses in town/on Main Street – what percentage of their business comes from tourists versus locals (if most businesses are getting their sales from locals then we need more locals which means more housing, not more tourists)?
  - o How is traffic on Adams Street East of the train tracks going to flow with more cars on it – it is already a choke point at certain times of the day due to the wine train.
  - o How is the changing consumer demographic with Baby Boomers aging out and Millennials not yet at full purchasing power going to impact demand for luxury hotels in Napa Valley (I have to think that downtown Napa is more of a draw particularly when traffic is factored in). The wine industry is at an inflection point with these changing consumer demographics and the City needs to consider this because it isn't just an owner/developer risk to put in a hotel, there is a lot of risk to the City if we don't make the right decision with this special property.
  - o The consultant last night stated that there is demand for more hotels in Napa Valley – I would like to understand what he is basing this statement on and see his research given how many new hotels are in process of being constructed or have been approved throughout the Valley.
- Who would be negotiating with developers for any development of the Adams Street property? It seems to me like we will need someone highly skilled or even a panel of locals with relevant experience to ensure we get the best deal possible and don't end up with a developer trying to whittle away economic benefit to the City as the deal gets negotiated over time when they realize what they are paying for the property doesn't pencil out for example. I think we should be aware of conflicts of interest when we evaluate individuals to involve and instead focus on people with relevant skills and the ability for unbiased critical thinking.
- Las Alcobas seems to be a failure and not performing at the level we were led to believe it would – plus units of affordable housing were removed and never replaced which is still disappointing to me. I feel it would be a good exercise and a sign of transparency by the City to do a post-mortem on the Las Alcobas project and identify mistakes that were made both on the City's side and the developer's side so that we as citizens can better understand what needs to be done differently for any future hotels in town.
- I would rather see the City support hotel projects owned and operated by long-time upstanding local citizens like Ted Hall's proposed project or an expansion of the Wydown hotel owned by Mark and Chris Hoffmeister. Absentee owners of hotels, and absentee/large corporate owners of wineries for that matter, are challenging because they are not connected to or emotionally invested in the success of our local economy/community and they are more reliant on the City to dictate what is appropriate versus local operators who know this instinctively.
- We NEED housing in this town! If a hotel is ultimately decided upon for the Adams Street property, it absolutely must include onsite employee housing at a sufficient rate to cover a majority of the workforce. We need to contribute as a city to reducing the amount of traffic Up Valley so that tourists will continue to come up to our town, and also contribute to a better quality of life for those who live and work in St. Helena.
- The community use of the property and historic vines should be preserved to ensure the original intent of the City purchasing the property. To eliminate this community walking path will further erode the sense of connection people in town have with each other while more and more second home owners come into town.



Lastly, I would like to see the City spend more time proactively soliciting involvement from residents. I am disappointed in our City leadership for the way this RFP process was again sprung on us as it was the last go around under the prior regime. I think we expected more from those of you who are new to office and who were critical of how the prior RFP process was handled. It doesn't feel much different to me this go around.

I would welcome any questions or thoughts you all might have, and if I can be of further help as the City moves forward with soliciting community engagement please let me know.

Sincerely,  
Sara Chrisman Bjerkan  
1702 Crinella Drive  
530-301-5138

SVB Confidential



## Cindy Tzaopoulos

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**From:** MARY STEPHENSON <stepcomm@aol.com>  
**Sent:** Wednesday, May 29, 2019 4:12 PM  
**To:** Cindy Tzaopoulos  
**Cc:** John Sales; Erica Roetman Sklar; Steve Goldfarb; Sara Chrisman Bjerkan  
**Subject:** Last Night

Cindy - can you please distribute this to the Council and appropriate staff. (I hope you all got hazard pay for last night's meeting!)

To: City Council and City Manager; others as you deem necessary:

I think it is important for you to know that there was a lot of confusion regarding the purpose of the agenda item for the meeting last night. Even after reading all the information Mark K sent me, I still did not understand that the Council had already voted to do the RFP and you just wanted community input on what should go in it. There was clearly a disconnect in the community. I am sorry you took so much heat - but I do think there is a better way to approach an Adam's street strategy. Once you have costs and a priority list of city improvements and amenities and have determined the best combination of financing to reach that goal, I think the community maybe more open to a comprehensive plan that could include a hotel on Adams Street.

I, personally, will fight long and hard to have any such proposal include onsite employee housing and I think there will be a fair amount of support for including an on-site housing requirement for any development RFP that will bring incremental employees into St. Helena. Current hotels can not find staff as it is and it will not get any better with at least one new hotel going live in Calistoga and more likely on the way upvalley. (Meritage in Napa is running a bus to Sacramento to bring in employees!) There was only one sentence in the RFP outline that gently touched on employee housing - not nearly enough given the extraordinary impact such a development would have on our community.

Please do not be discouraged in that all you are doing is positive and proactive. But I think the community needs to see how it all ties together. Leading with a possible sale of our most valued and valuable asset before we even know how much money is needed for the project list did not sit well. You may know the answers already but it is not clear to the rest of us.

Thanks for your good work.  
 Mary Stephenson  
 707 849 2583



## Cindy Tzaopoulos

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**From:** Mark Prestwich  
**Sent:** Friday, May 31, 2019 1:44 PM  
**To:** Cindy Tzaopoulos  
**Subject:** FW: Tuesday, May 28, 2019 meeting comment

Public comment.

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**From:** Chrissy Field <chrissyfield16@gmail.com>  
**Sent:** Sunday, May 26, 2019 5:03 PM  
**To:** Mark Prestwich <MPrestwich@cityofsthelena.org>; Geoff Ellsworth <GEllsworth@cityofsthelena.org>; Paul Dohring <PDohring@cityofsthelena.org>; Mary Koberstein <MKoberstein@cityofsthelena.org>; Anna Chouteau <AChouteau@cityofsthelena.org>; David Knudsen <DKnudsen@cityofsthelena.org>  
**Cc:** Chrissy Field <chrissyfield16@gmail.com>; Jim Field <jamesfield2@gmail.com>; Hilary Driscoll <hilaryfd@gmail.com>; Jason Driscoll <jasonpdriscoll@gmail.com>  
**Subject:** Tuesday, May 28, 2019 meeting comment

Dear St. Helena Mayor, City Council and Manager,

We are unable to attend the meeting on Tuesday so would like to go on record to say that we support sending out a Request for Proposal (RFP) for the possible development of the city-owned property next to the library. A new hotel would be an enormous benefit to the success and vibrancy of our downtown retail businesses. We need the future funds to make the City of St. Helena financially stable, beautiful and sustainable. Thank you.

Sincerely,

Jim & Chrissy Field

1505 Kearney Street  
St. Helena, CA





DRAFT

mark smithers

## 7 Conclusions

### 7.1 Funding Needs

Each of the packages were evaluated with a number of assumptions about costs, revenues and financing. While these are only preliminary estimates at this early stage, every effort was made to provide consistency in how the numbers were used across the various packages, so that reasonable comparisons can be made.

The following table summarizes the estimated financing needed for the different packages that were considered. The type of financing that would be most appropriate depends on a number of factors, including the timing of the funding need and any implications about City finances beyond 2029.

Table 23: Financing Needs for Integrated Packages

| Package | City Hall destination                               | Funding Needs (including EMG repairs) |                                  |                             | Financing Needs <sup>1</sup> and Results |                           |                                    |
|---------|-----------------------------------------------------|---------------------------------------|----------------------------------|-----------------------------|------------------------------------------|---------------------------|------------------------------------|
|         |                                                     | Total Scenario Cost 2019-2029         | Total Scenario Revenue 2019-2029 | Net Additional Funding Need | New Debt                                 | Other Revenue Requirement | 10-year General Fund Balance Range |
| A1      | New in current location                             | \$ 13.2 million                       | \$ 3.6 million                   | \$ 9.6 million              | \$ 8.0 million                           | \$0                       | 21 - 43 %                          |
| A2      | New in current location, Mixed-use devel on Adams   | \$ 29.4 million                       | \$ 6.5 million                   | \$ 22.9 million             | \$ 20 million                            | \$ 5.5 million            | 21 - 34 %                          |
| B       | New on Adams St. property                           | \$ 13.2 million                       | \$ 6.1 million                   | \$ 7.1 million              | \$ 6 million                             | \$0                       | 24 - 53 %                          |
| C1      | Co-located in Library building                      | \$ 8.3 million                        | \$ 6.1 million                   | \$ 2.2 million              | \$ 1 million                             | \$0                       | 25 - 70 %                          |
| C2      | In Library building, new library on Adams St        | \$ 25.4 million                       | \$ 5.7 million                   | \$ 19.7 million             | \$ 25 million                            | \$0                       | 20 - 47 %                          |
| C3      | In Library building, new library on City Hall prop. | \$ 26.1 million                       | \$ 0 million                     | \$ 26.1 million             | \$ 22 million                            | \$ 8 million              | 20 - 39 %                          |
| D       | Lease existing building, e.g., Catholic School      | \$ 12.6 million                       | \$ 6.1 million                   | \$ 6.5 million              | \$ 2 million                             | \$0                       | 24 - 48 %                          |

<sup>1</sup> Financing chosen to maintain minimum of 20% Reserves

Note that packages A2 and C2 are the only ones that include a community-oriented development scenario (and spending) for Adams St. Package C3 is the only package that does not consider a sale or lease of the CDF/Teen Center property.

### 7.2 Financing Considerations

Each of the integrated packages in Section 5 is analyzed using debt and potential property sales/leases to finance. Multiple options are available for financing.

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**Existing Funds:** There are other funds aside from the General Fund that may be available for the contemplated purposes. Funds totaling approximately \$2 million exist in funds for Parking in-lieu, Park Impact, Civic Improvements, and Tree City.

**Debt Financing:** These include General Obligation Bonds, requiring 2/3 voter approval to raise property taxes, and general City borrowing which does not require voter approval.

General Obligation Bonds are based on a property tax assessment for a specific purpose or use. The City used this for the fire house and the school district has been very successful using this approach. For many long-time residents the impact would be low and for recently purchased homes the impact would be the same on an assessed value basis but generate more funding. Residents and building owners are all assessed on the same percentage basis. It is an Ad valorem property tax. The interest rate on these bonds would likely be 3-4%.

General City borrowing through long term financing would be based on general fund cash flows and rating of the city's ability to service debt and meet certain financial covenants. This doesn't require a vote of the public but requires the political will and public support of City Council's decision to accept such obligations. Generally, this would be 25 years, fully amortizing through annual payments with interest between 4-5%.

The City currently has almost no debt and the Long Range Financial Forecast indicates sufficient cash flow to support additional debt. It is unclear if voters will approve increases to their property taxes with General Obligation Bonds. The City may want to consider financing repaid out of City cash flows. A 25 year debt repayment would be well received by investors given the City's strong financials, no current debt, solid cash flow and ability to service the debt.

**Sales Tax:** Voter approval would be required to provide a temporary increase in sales tax. A ½ cent sales tax increase would provide approximately \$1.5 million per year. Voters recently approved an increase (Measure D) so it is not clear whether another increase would pass at this time. Another way to increase sales tax revenues is through increase visitor spending. Some proposed options, such as cultural or event centers or new hotels, have the potential to increase sales tax revenue.

**Sale of City-owned properties:** The potential sale of the CDF/Teen Center property has been discussed in Section 4. Other properties could be sold in part or in total to achieve one-time

## DRAFT

funding, including the Adams St. property, the Corporation Yard, and the City Hall property. However, committee and community members consistently stated a preference for retaining City-owned assets for their long-term appreciation potential.

**Long-term ground lease of City-owned properties:** Developers generally prefer to purchase a property over long-term leases. Kosmont indicated that highly sought properties like those in St. Helena may be attractive enough to justify leases by developers. Leasing provides a steady cash flow and retains the long-term value of the asset. It does not however provide immediate funding that may be needed to implement new construction by the City.

**Tenant leases:** Several properties have the potential for enhanced tenant leases to provide some additional funding, including the CDF/Teen Center properties, the Carnegie Building, and the Head Start building if used for a food concession location.

**Hotel Development:** The potential for a hotel on the CDF/Teen Center property was discussed in Sections 4 and 5. Other options are available for enhanced TOT from hotels. The City could encourage and support projects that are in process including the Vineland Station (approved) and Hall projects. Additional locations for possible hotel development include the Adams St. property and the City Hall property. Vineland Station and Hall have more support within the City; the Adams St. and City Hall locations are more controversial and likely to take longer to gain approval.

**Sponsors/Donations:** Some proposals have the potential for significant contributions from private entities. The Committee discussed the possibility of sponsorships for the construction of a cultural/event center on the Adams St. or City Hall properties and propose that a working group be formed to explore the concept. Additionally, private funding might be available for a new library, new community facilities, a new Historical Society location, improvements to Signorelli Barn, and for the Head Start building if used as a food concession.

**Parcel Tax:** A parcel tax is a non-ad valorem real estate tax that, unlike most real estate taxes, is not directly based on property value. It is a flat amount per parcel or unit. This tax requires a two-thirds majority and annual proceeds must be used for a specific purposes. The parcel tax is used in California to fund community facilities districts usually known as "Mello-Roos" districts.

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**Increase to business license fees:** Businesses in the city limits are required to have business licenses and pay a fee to obtain. Our fee structure is a flat fee for each business regardless of size (employees or revenue). We can update our business licensing fee structure to better align with the impacts of businesses on our City and in doing so raise additional revenues without effecting small or large business significantly.

**Property Transfer Tax:** These taxes are imposed on the transfer of the title of real property within the jurisdiction. Property transfer taxes can be used for specific purposes, such as open space development. Nearly every city in California levies a Property Transfer Tax. It is based on a dollar amount per \$1,000 of sales price. When homes, buildings, land, or property are sold and purchased the tax is levied. The revenue generation would be a little volatile and not as consistent as property tax revenue or other sources noted above.

**TOT rate increase:** Currently our TOT rate is average for the state. A TOT rate increase for General Fund / non-specific revenue generation requires only a majority vote. If for a specific purpose or use, it requires a two-thirds vote. Our current rate is 12% and can be increased to a maximum of 15%.

**Metered parking:** We used to have parking meters on Main Street. Metered parking on Main Street from Mitchell to Pine and on Railroad Avenue from Hunt to Adams can produce approximately \$450,000 of revenue annually; just on Main Street can produce approximately \$350,000. This would be accomplished with “pay stations” and not meters at every parking spot.

**Payroll Tax:** The City could pursue a payroll tax increase. This form of funding is very rare for use by cities in California.



Surrounded by the ancient and gnarled head-trained vines of the historic Library vineyard, more than 500 mostly community members gathered at white-linen-covered tables that snaked their way down the middle of the dead-end street.  
St Helena Star



“What we know about healthy communities is that the more people walk, talk, eat, play and work together the healthier they are.”

Elaine Jones  
SH Hospital  
Board





As the sun set  
the cloudless  
blue sky gave  
way to pinks  
and oranges  
and the vines  
in the nearby  
vineyard took  
on a shadowy  
silver hue.

St Helena Star



## St Helena General Plan 2040

### COMMUNITY DESIGN

- **Public views of the surrounding hillsides, Mount St. Helena, vineyards, and older agricultural buildings provide valuable visual connections that strengthen the community's identity**
- **Agricultural uses in and around the City contribute to its rural character.**
- Views are especially significant where agriculture is located **along street edges.**

Public views provide valuable visual connections that strengthen the community's identity.





Views are especially significant where agriculture is located along street edges.





## St Helena General Plan 2040

**Growth Strategies** - Preserve agriculture, green, and open space within the Urban Limit Line to ensure the city maintains a rural and small-town character









Preserve agriculture, green, and open space...  
...maintain a rural and small-town character



**Seek a creative RFP** Stop the same old hotel RFP that the public doesn't want, damages our ag culture and doesn't help our local businesses

### **Event/Community/Cultural Facility –**

- Single legacy building with a commercial kitchen
- Open space to hills and vineyards with gardens
- 55 or 99 year lease if possible
- Weddings, Corporate meetings, Shakespeare, Music, Tech Talks
- Stay in existing hotels – walk to events
- Eat at existing restaurants, or cater from our eateries
- Shop in our stores



Green spaces and vineyards within the Urban Limit Line also contribute to the rural environment, ensuring St. Helena's agrarian heritage remains elemental to the character of the City, both inside and surrounding areas.

# St Helena General Plan 2040

## **Land Use Implementing Actions:**

Explore the feasibility and desirability of moving public facilities to the Adams Street property.

Pursue sites for future public facilities, including parks, consistent with projected growth.



## Preserve agriculture, green, and open space within the Urban Limit Line







Agenda Item #10.5.





Agenda Item #10.5.







Agenda Item #10.5.







Agenda Item #10.5.







Agenda Item #10.5.





**FIRST AMERICAN TITLE COMPANY**  
 Order No: 94221 OF NAPA



2000-0029305

When recorded mail to:  
 CITY OF ST. HELENA  
 1480 MAIN STREET  
 ST. HELENA, CA 94574

|                  |         |     |
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| Recorded         | REC FEE |     |
| Official Records | FEE CH  | .00 |
| County Of        | MICROSR | .00 |
| NAPA             | RECORD  | .00 |
| JOHN TUTEUR      | TRIAL C | .00 |
| Recorder         |         |     |

02:44PM 09-Nov-2000 EV Page 1 of 6

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MAIL TAX STATEMENTS TO:

SAME AS ABOVE

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TA  
 DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_ DECLARATION FILED  
 XX Computed on the consideration or value of property  
 conveyed; OR  
 \_\_\_\_\_ Computed on the consideration or value less liens or  
 encumbrances remaining at time of sale.

APN 009-150-006

THIS DOCUMENT IS EXEMPT FROM RECORDING  
 GRANT DEEDS PURSUANT TO GOVERNMENT CODE 6103

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

VIRGINIA WARREN DALY, surviving joint tenant

hereby GRANT(S) to

CITY OF ST. HELENA, a municipal corporation

the real property in the City of St. Helena, County of Napa, State of California, described as

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF  
 AND DESIGNATED EXHIBIT "A"

Dated: October 10, 2000

STATE OF CALIFORNIA

COUNTY OF NAPA

On October 10, 2000, before me,

personally appeared Virginia Warren Daly

Virginia Warren Daly  
 VIRGINIA WARREN DALY

Ken Slavens MSN.COM

208-954-8788 Buss  
closed Mondays

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]  
 Notary Public

Timothy W. Hammett, Notary Public  
 Montgomery County  
 State of Maryland  
 My Commission Expires Oct 2, 2001

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Form NAP1097SP

**CERTIFIED COPY**

**CITY OF ST. HELENA**

**RESOLUTION NO. 2000-132**

**AUTHORIZING THE EXECUTION AND DELIVERY  
OF A SUBLEASE AND SITE LEASE, AND AUTHORIZING  
AND DIRECTING CERTAIN ACTIONS IN CONNECTION  
WITH THE ACQUISITION OF THE DALY PROPERTY**

The City Council of the City of St. Helena (the "City Council") finds and resolves as follows:

WHEREAS, the City of St. Helena (the "City") is a city organized and existing under and pursuant to the Constitution and laws of the State of California (the "State"); and

WHEREAS, the City desires to provide for financing in the amount not to exceed \$2,000,000 for the acquisition of the Daly property (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective lease financing arrangement at a 5.55% interest rate; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, it is resolved by the City Council as follows:

SECTION 1. Findings. The City Council hereby specifically finds and declares that the statements, findings and determinations of the City set forth in the preambles of the documents approved herein are true and correct and the City Council hereby declares its intention of entering into the Sublease described in Section 3 hereof.

SECTION 2. Approval of Financing. The City Council hereby approves the financing of the Property and directs the City Manager to take all necessary or desirable actions to cause such financing. The City Council hereby further approves of the City's entering into a lease transaction with the Corporation for the purpose of financing the Property.

SECTION 3. Sublease/Option Agreement and Site Lease. The City Manager or a designee is hereby authorized to enter into a Sublease/Option Agreement (the "Sublease") and Site Lease (the "Site Lease") with the Corporation, subject to approval as to form by the City Attorney.

SECTION 4. Attestations. The Clerk or other appropriate City officer are hereby authorized and directed to attest the signature of the City Manager or of such other person or persons as may have been designated by the City Manager, and to affix and attest the seal of the City, as may be required or

## END OF DOCUMENT

appropriate in connection with the execution and delivery of the Sublease and the Site Lease.

**SECTION 5. Other Actions.** The City Manager and other officers of the City are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution, the Sublease, and the Site Lease. Such actions are hereby ratified, confirmed and approved.

**SECTION 6. Qualified Tax-Exempt Obligations.** The Sublease is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City, together with all subordinate entities of the City, do not reasonably expect to issue during the calendar year in which the Sublease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

**SECTION 7. Reimbursement of Prior Expenditures.** The City declares its official intent to be reimbursed from the proceeds of the Sublease approved hereby for a maximum principal amount of \$2,000,000 of expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

**SECTION 8. Effect.** This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 24th day of October, 2000, by the following vote:

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

NOES: None

ABSTAIN: None

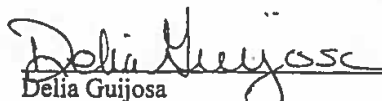
ABSENT: None

Approved:



Ken Slavens  
Mayor

Attest:

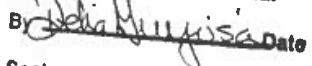


Delia Guijosa  
City Clerk



**ATTEST:**

The foregoing instrument is a correct copy of the original on file in this office of City Clerk and Clerk of the St. Helena City Council, County of Napa, State of California.

By  Date 11-9-00

Seal



11-16-2000  
Star

# City closes escrow on Daly property; council hears development recommendations

by Ramona S. Evans

The city council announced Tuesday night that it had closed escrow on the Daly property. The council now faces the challenging task of the planning and development of the property.

Carol Poole, city planner, presented the proposed steps for preliminary development: conduct a study session and identify the stakeholders (which organizations

are hoping to locate facilities on the property), evaluate the financial commitments each participant can bring to the project, appoint a project-planning task force to review development options, determine long-term options, evaluate overlapping needs and potential mixed uses, develop a priority list and planning budget, develop the site plans, hire an architect, and review infrastructure and street extensions.

Jay Green, speaking in behalf of a community center, said that "years hence, people will say the city was farsighted in acquiring the Daly property." He encouraged the council to make the project planning task force a small, manageable size that still reaches out to the community for input. The council agreed to schedule a study session sometime after the first of the year. A larger meeting place will be chosen to accommo-

date the public, who will be invited to participate.

In other action, the council approved the operation of a 5,250-gallon winery and the construction of a 1,152-square-foot winery building with a 1,704-square-foot basement by Steve and Linda Goldfarb at the corner of 455 Bella Vista Court and 2610 Sulphur Springs Ave.

(See Council Page 10)

Vol. CXXVI — Number 43

# City council debates financing Daly property purchase, online recreation classes

by Ramona Evans

Collateral for the loan the city must obtain to purchase the Daly property was at the center of a debate at the city council meeting on Tuesday night. The Daly property, which is located at the corner of Library Lane and Adams Street, is being purchased by the city for \$3 million.

Tamera Haas, finance director, presented a proposal that included using Carnegie Hall and Crane Park as collateral for the loan to purchase the property.

Councilmember Joe Potter said he felt it was more appropriate to use City Hall for collateral. Councilmember Sampson Bowers agreed, saying he didn't want to encumber Crane Park, and Mayor Ken Slavens concurred.

A resolution was passed that included City Hall as collateral.

Public comment came from Dick Maher, representing the Boys & Girls Club. He said they were moving forward with concrete plans to locate a building on the new property.

The mayor responded by reminding the audience that the master planning process would evaluate potential uses to include possible open space, a park and a community center.

Potter said, "There are going to have to be some multiple uses on the property. No one is going to be able to get their own little piece of the pie."

Recreation was on the agenda again that night as Slavens led a discussion regarding the online courses being offered by the

(See Council Page 16)

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October 26, 2000

## Council

from Page one

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recreation department. He said he was concerned about the direction the recreation department was taking by providing classes online.

"The department should stay with the business they have been providing," he said and expressed concerns about possible conflicts with other organizations providing the same services. He added that the department should maintain its focus on its physical location, Signorelli Park.

Kathy Carrick, director of the recreation department, said the lines between recreation, education and vocational education are "very blurry." She said she saw the internet courses as a way to expand services to the community and didn't feel that she was stepping on anyone else's toes.

"We now have many agencies providing similar services — the Boys and Girls Clubs, Napa Valley College, and the Women's Center — for example," she said. "The market is shrinking, and we thought we would give online courses a try."

David Wignall, owner of Boston Reed, the company that provides the internet services, said he has six recreation department using his programs in northern California. He offered to have his firm cover all costs of printing and mailing fliers advertising the courses for a year.

The city has already sent out its first set of fliers, with Boston Reed covering printing costs and the city providing postage. Two people have enrolled. The council decided to continue discussing the issue at its Nov. 14 meeting.

In other business, the council approved plans to proceed with the City Hall remodel. According to Myke Praul, public works director, \$50,000 has been allocated for the project, which includes making two restrooms handicapped accessible.

Haas reminded the council that water rates have not been increased for six years, and while the Water Rate Study being done by the city is not complete, the council might consider a slight increase to keep pace with costs.

The council asked Haas to look into what is involved in a slight increase and to present her findings at the next meeting.

The council reviewed public transportation funds which

Escrow No: 94221

## EXHIBIT "A"

## PARCEL ONE:

Commencing at a point on the Northeastern line of the Right of Way of the Southern Pacific Railroad Company where the same is intersected by the Northwestern line of the 8 acre parcel of land described in the Deed to Mary A. Gaggetta, recorded July 9, 1890 in Book 47 of Deeds at page 161, said Napa County Records; running thence Southeasterly along the Northeastern line of said railroad Right of Way to the point of intersection thereof with the Northwestern line of the parcel of land described as Second Tract in the Decree and Order for Distribution recorded May 16, 1949 in Book 305 at page 206 of Official Records of Napa County; thence North 28° 30' East along the Northwestern line of last mentioned parcel 57 feet, more or less, to the most Northern corner thereof; thence South 64° 04' East along the Northeastern line of said Second Tract described in the Decree and Order of Distribution, 114.6 feet to the most Southern corner of the 5.00 acre parcel of land described in the Deed to Stephen Jackse, recorded March 17, 1919 in Book 125 of Deeds at page 227, said Napa County Records; thence North 28° 30' East to the most Western corner of the 17.023 acre parcel of land designated as Parcel One in the Deed to Cecil E. Herrick, et ux, recorded January 14, 1964 in Book 690 at page 582 of Official Records of Napa County; thence along the Southwestern line of said 17.023 acre parcel North 62° West 114.5 feet to the Northwestern line of the 5.00 acre parcel above referred to; thence along last mentioned line South 28° 30' East to the most Southern corner of the 19-1/2 acre parcel of land described in the Deed to F. W. Beard, et ux, recorded March 7, 1946 in Book 239 at page 100 of Official Records of Napa County; thence Northwesterly along the Southwestern line of said 19-1/2 acre parcel 6.01 chains to the Southeastern line of the 12 acre parcel of land described in the Deed to Ernest J. Navone, recorded October 19, 1965 in Book 732 at page 945 of Official Records of Napa County; thence South 27° 20' West along last mentioned line to the point of commencement.

EXCEPTING THEREFROM Parcels A, B and C as shown on the map entitled, "Parcel Map of a Portion of the Lands of John Charles Daly, et ux", filed August 10, 1978 in Book 10 of Parcel Maps at page 4 in the office of the County Recorder of said Napa County.

ALSO EXCEPTING THEREFROM, that portion as described in the Deed to the City of St. Helena, recorded October 6, 1995 under Series Number 1995 022214 of Official Records of Napa County.

APN 009-150-006

## PARCEL TWO:

An Easement, 10 feet and 20 feet in width, for utilities as described in the Agreement and Grant of Easement by and between Bank of America National Trust and Savings Association and John Charles Daly, Jr., et ux, recorded December 9, 1975 in Book 980 at page 613 of Official Records of Napa County.



10-14-2000  
Star

# Purchase of the Daly property moves forward

The city announced earlier this week that it had reached an agreement with Virginia Daly to purchase 5.6 acres of property adjacent to the St. Helena Library for \$3 million dollars.

The purchase represents an important step forward in acquiring public land for community services or recreation.

While there is still much work to be done in funding the purchase, which will be discussed at the Oct. 24 city council meeting, we commend the city council and staff for this step in the right direction.

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Report to the City Council  
Council Meeting of May 28, 2019

**Agenda Section: Old Business**

**Subject: Consideration and Direction Regarding Conceptual Indemnity and Defense Ordinance for Certain Housing Projects, citywide.**

**CEQA Not a CEQA project**  
**Determination:**

**Prepared By:** Thomas B. Brown, City Attorney

**Reviewed By:** Noah Housh, Planning & Community Improvement Director

**Approved By:** April Mitts, Finance Director

**BACKGROUND**

In January 2017, the City Council approved the design review and demolition permit for the eight-unit multifamily residential project proposed by Joe McGrath for the property located at 632 McCorkle Street. At that time, the applicant presented the project as a purely market rate project, in which none of the eight units would be “affordable” regulated units. Staff subsequently determined that the project was subject to the City’s affordable housing “inclusionary” ordinance (St. Helena Municipal Code (“SHMC”) chapter 17.146), requiring either that (1) 20% of the project’s units be “affordable” for households at specified income levels, or (2) the project applicant satisfy alternative and/or in lieu fee requirements.

Two neighborhood groups challenged the City Council’s decision approving the project in Court. The Napa Superior Court entered judgment in favor of the City and Mr. McGrath, ruling that the decision approving the project was valid in every respect asserted by the challengers, and the petitioner groups appealed. The California Court of Appeal, in a decision that was published statewide at the request of various trade associations, planning and affordable housing advocacy groups, affirmed the trial court’s decision in favor of the City, and the California Supreme Court denied requests for review and de-publication. (The Court of Appeal decision is **AttachmentA**.)

In accordance with the terms of his project application and conditions of project approval, which the City imposes on all project applicants, Mr. McGrath has been required to pay the costs of the City's defense of the lawsuit. On several occasions, Mr. McGrath requested that the City Council relieve him of that obligation, on the ground that the project provides important workforce and infill housing in the City, and that the costs of defending the lawsuit make the project infeasible.

While the City Council initially declined that request, in March 2018 the City Council reconsidered the issue, on Mr. McGrath's specific request with respect to the costs of defending the appeal. Mr. McGrath asserted that the costs of the litigation substantially impacted his ability to develop the project. Mr. McGrath also asked the City Council to approve an "alternative equivalent" approach to satisfying the project's inclusionary requirements. The details of that alternative equivalent proposal are set forth in the companion staff report dated March 13, 2018. (**AttachmentB.**) The City engaged the Kosmont firm to analyze Mr. McGrath's assertion, and concluded that the costs did in fact substantially and adversely impact the project's financial feasibility. On March 13, 2018, the Council approved Mr. McGrath's alternative equivalent request. (Resolution No. 2018-38, **AttachmentC.**)

At the same meeting in March 2018, the City Council considered Mr. McGrath's request for relief from his obligation to pay the City's litigation costs on appeal. (Staff Report dated March 13, 2018, **AttachmentD.**) Vickie Bradshaw, a member of the petitioner groups that had unsuccessfully sued the City and Mr. McGrath, asserted during the public comment on the agenda item that she believed relieving Mr. McGrath of the litigation costs would trigger California's prevailing wage law ("PWL"). The City then determined to request a determination from the California Department of Industrial Relations ("DIR") as to the applicability of the PWL to an ordinance or action relieving projects of the indemnity/defense obligation. (Letter dated May 15, 2018, **AttachmentE.**) The petitioner groups have submitted arguments to the DIR that the ordinance/action would trigger the PWL. DIR has not, to date, made its determination.

As stated in March 2018, the McGrath project is an example of a project that, through the alternative equivalent approved by the City Council, will provide off-site affordable units, as well as eight market rate multi-family housing units on-site. As such, it continues to present an opportunity for the Council to consider whether, and if so how, to require such projects that provide affordable units (and/or in lieu affordable housing fees) to pay the City's litigation defense costs, especially with respect to appellate costs after a trial court has determined that the City's approval of the project was legally correct, and after the correctness of the decision to approve the project has been fully vindicated through California's appellate courts.

### **DISCUSSION**

Given that the DIR has not yet determined the applicability of the PWL, and because Mr. McGrath's project now approaches completion, Staff recommends that the City Council provide direction whether it wishes to continue to defer a decision until the DIR

rules, or, alternatively, to move forward with an ordinance allowing the City to excuse certain classes of housing projects (namely, multi-family housing projects which provide affordable housing) from the costs of any or all of the City's litigation costs. If the Council wishes to proceed with such an Ordinance, staff is requesting input regarding the timing and criteria regarding when the City would assume such legal defense costs (at the initiation of litigation; on appeal of this decision; only if the initial decision ruled in favor of the development; etc.) and any size, scope and affordability level thresholds for the housing projects deemed appropriate for such financial support. The attached draft Ordinance includes such thresholds, based on the prior Council discussion of the concept.

As a reminder, Staff prepared, and the Council previously considered a draft ordinance in March 2018. (**AttachmentF.**) The draft ordinance would amend the zoning ordinance to provide, as a matter of general applicability, that the obligation to pay the City's litigation defense costs on appeal would not apply to smaller residential development projects (20 units or less) satisfying the City's inclusionary ordinance where the trial court has entered judgment upholding the City's decision approving the project. Because the ordinance would amend the zoning ordinance, it would require Planning Commission review.

As stated in March 2018, it is important to bear in mind that the City's standard obligation for developers is one that requires both their defense and indemnity. The latter indemnity requirement is different from the defense obligation, and protects the City against any award of damages or attorney's fees that might be awarded were a court to rule against the City. Staff does not recommend relieving applicants of that indemnity obligation, as the attached ordinance makes clear.

### **FISCAL IMPACT**

There are no certain or direct fiscal impacts known at this time. If the Planning Commission recommends and the City Council adopts the sample ordinance verbatim, the legal costs of an appeal of an approved Housing Development project would be covered by the City. However, these costs are anticipated to be relatively low and would only intermittently affect the General Fund as the Ordinance would only cover the legal defense costs for the relatively narrow class of projects specified, and only if a lawsuit defending these projects were appealed to a higher court.

### **RECOMMENDED ACTION**

It is recommended that the City Council:

1. Review the provided materials and background and provide direction to staff regarding the preparation of an Ordinance to amend the applicable code sections to direct that the City would cover the legal costs of developers of certain housing projects, as specified by the attached draft Ordinance, or as otherwise directed by the City Council.

**ATTACHMENTS**

[Attachment A-McCorkle Eastside Neighborhood Group v City of St Helena](#)

[Attachment B-McGrath Alternative Equivalent CC Staff Report](#)

[Attachment C-CC Resolution 2018-38 Approving Joe McGrath's Proposal to Meet the Requirements of the City's Inclusionary Ordinance, SHMC Section 17.146.050 A, for the Eight Unit Project Located at 632 McCorkle Stre](#)

[Attachment D-Conceptual Indemnity and Defense Ordinance CC Staff Report](#)

[Attachment E-St. Helena DIR Prevailing Wage Determination Request 5.15](#)

[Attachment F-Attachment 2 to DIR Letter](#)



McCorkle Eastside Neighborhood Group v. City of St. Helena, 31 Cal.App.5th 80 (2018)

242 Cal.Rptr.3d 379, 19 Cal. Daily Op. Serv. 502, 2019 Daily Journal D.A.R. 337

31 Cal.App.5th 80  
Court of Appeal, First District, Division 5, California.

**MCCORKLE** EASTSIDE NEIGHBORHOOD  
GROUP et al., Plaintiffs and Appellants,

v.

CITY OF **ST. HELENA** et al., Defendants and  
Respondents.

A153238

Filed 12/18/2018

As Modified 1/25/2019

#### Synopsis

**Background:** Objectors to proposed development of eight-unit multifamily residential building within city's high density residential district filed petition for writ of mandate, alleging that the city's and city council's approval of resolution granting demolition and design permits to property owner violated California Environmental Quality Act (CEQA) and local zoning laws. The Superior Court, Napa County, No. 17CV000205, Michael L. Byrne and [Mark S. Boessenecker, JJ.](#), denied petition. Objectors appealed.

**Holdings:** The Court of Appeal, [Needham, J.](#), held that:

<sup>[1]</sup> city council did not improperly delegate its decision-making authority to planning commission;

<sup>[2]</sup> city council's discretion was limited to design review and did not extend to addressing environmental effects under CEQA;

<sup>[3]</sup> issues addressed during design review process did not require invocation of CEQA review.

Affirmed.

**Procedural Posture(s):** On Appeal; Petition for Writ of Mandate.

West Headnotes (21)

#### <sup>[1]</sup> Zoning and Planning

🔑 Nature in general

Planning and zoning law establishes the authority of most local governmental entities to regulate the use of land.

[Cases that cite this headnote](#)

#### <sup>[2]</sup> Zoning and Planning

🔑 Uses in general

**Zoning and Planning**

🔑 Nature and necessity in general

Zoning laws regulate land uses in two basic ways: some uses are permitted as a matter of right if the uses conform to the zoning ordinance; other sensitive land uses require discretionary administrative approval pursuant to criteria in the zoning ordinance, and they require a conditional use permit. [Cal. Gov't Code § 65901](#).

[Cases that cite this headnote](#)

#### <sup>[3]</sup> Zoning and Planning

🔑 Right to Permission, and Discretion

**Zoning and Planning**

🔑 Scope of inquiry and matters considered

A conditional use permit contemplates the review of individual applications using sound principles of zoning and planning and is discretionary by nature. [Cal. Gov't Code § 65901](#).

[Cases that cite this headnote](#)

#### <sup>[4]</sup> Administrative Law and Procedure

🔑 Discretion of agency; abuse of discretion

**Administrative Law and Procedure**

🔑 Substantial evidence

McCorkle Eastside Neighborhood Group v. City of St. Helena, 31 Cal.App.5th 80 (2018)

242 Cal.Rptr.3d 379, 19 Cal. Daily Op. Serv. 502, 2019 Daily Journal D.A.R. 337

Abuse of discretion is shown if (1) the agency has not proceeded in a manner required by law, or (2) the determination is not supported by substantial evidence.

Cases that cite this headnote

- [5] **Administrative Law and Procedure**  
 ⚡ Decision reviewed  
**Administrative Law and Procedure**  
 ⚡ Review using standard applied below

On appeal of an agency's decision, the Court of Appeal's task is the same as the trial court's, and it reviews the administrative record independently.

Cases that cite this headnote

- [6] **Environmental Law**  
 ⚡ Assessments and impact statements

Legal determination of whether an approval is exempt from California Environmental Quality Act (CEQA) as a ministerial action is reviewed de novo, so is the interpretation of any local ordinance. 📄 Cal. Gov't Code § 21000 et seq.

Cases that cite this headnote

- [7] **Environmental Law**  
 ⚡ Duty of government bodies to consider environment in general

California Environmental Quality Act (CEQA) is designed to compel government to make decisions with environmental consequences in mind. 📄 Cal. Gov't Code § 21000 et seq.

Cases that cite this headnote

- [8] **Environmental Law**  
 ⚡ Major government action  
**Environmental Law**  
 ⚡ Categorical exclusion; exemptions in general

In the first step of the three-step process under California Environmental Quality Act (CEQA) and the implementing regulations, the public agency must determine whether the proposed development is a "project" that may affect the environment; if the proposed activity is a "project," the public agency must then decide in the second step whether it is exempt from compliance with CEQA under either a statutory exemption or a categorical exemption set forth in the regulations. Cal. Pub. Res. Code §§ 21065, 21080, 21084(a); Cal. Code Regs. tit. 14, § 15300.

Cases that cite this headnote

- [9] **Environmental Law**  
 ⚡ Categorical exclusion; exemptions in general

A categorically exempt project is not subject to California Environmental Quality Act (CEQA), and no further environmental review is required. Cal. Pub. Res. Code § 21084(a); Cal. Code Regs. tit. 14, § 15300.

Cases that cite this headnote

- [10] **Environmental Law**  
 ⚡ Significance in general  
**Environmental Law**  
 ⚡ Negative declaration; statement of reasons

If a proposed project is not exempt from compliance under California Environmental Quality Act (CEQA), the agency must determine whether the project may have a significant effect on the environment: if the agency decides the project will not have such an effect, it must adopt a negative declaration to that effect; otherwise, the agency must proceed to the third step of the three-step CEQA review, which

McCorkle Eastside Neighborhood Group v. City of St. Helena, 31 Cal.App.5th 80 (2018)

242 Cal.Rptr.3d 379, 19 Cal. Daily Op. Serv. 502, 2019 Daily Journal D.A.R. 337

entails preparation of an environmental impact report (EIR) before approval of the project. Cal. Pub. Res. Code §§ 21080(c), 21100(a), 21151(a); Cal. Code Regs. tit. 14, § 15070.

Cases that cite this headnote

adverse environmental consequences. Cal. Pub. Res. Code §§ 21100(a), 21151(a).

Cases that cite this headnote

- [11] **Environmental Law**  
 ⚙️Necessity for Preparation of Statement, Consideration of Factors, or Other Compliance with Requirements

The “touchstone” for determining whether an agency is required to prepare an environmental impact report (EIR) is whether the agency could meaningfully address any environmental concerns that might be identified in the EIR. Cal. Pub. Res. Code §§ 21100(a), 21151(a).

Cases that cite this headnote

- [14] **Environmental Law**  
 ⚙️Major government action

When a project involves both discretionary and non-discretionary actions, it will be deemed discretionary, such that California Environmental Quality Act (CEQA) applies; however, the discretionary component of the action must give the agency the authority to consider a project’s environmental consequences to trigger CEQA. Cal. Gov’t Code § 21000 et seq.

Cases that cite this headnote

- [12] **Environmental Law**  
 ⚙️Constitutional provisions, statutes, and ordinances

As applied to private projects, the purpose of California Environmental Quality Act (CEQA) is to minimize the adverse effects of new construction on the environment. Cal. Gov’t Code § 21000 et seq.

Cases that cite this headnote

- [15] **Environmental Law**  
 ⚙️Land use in general

City council did not improperly delegate its decision-making authority under California Environmental Quality Act (CEQA) to unelected city planning commission in finding that proposed development of multifamily residential building within city’s high density residential district was nondiscretionary project not subject to CEQA or fell within CEQA’s infill exemption, though objectors asserted city council improperly limited its scope of review and that municipal ordinances required environmental review of project; planning commission found project exempt and objectors took appeal to full elected city council, city council held full hearing and issued findings, city did act, just not in way objectors hoped, and ordinances did not require city council to consider environmental consequences of project. Cal. Gov’t Code § 21000 et seq.; Cal. Pub. Res. Code § 21080; Cal. Code Regs. tit. 14, §§ 15332, 15357.

Cases that cite this headnote

- [13] **Environmental Law**  
 ⚙️Major government action

Government is foreclosed from influencing the shape of a proposed project, such that it is not required to prepare an environmental impact report (EIR), when a private party can legally compel approval without any changes in the design of its project which might alleviate

McCorkle Eastside Neighborhood Group v. City of St. Helena, 31 Cal.App.5th 80 (2018)

242 Cal.Rptr.3d 379, 19 Cal. Daily Op. Serv. 502, 2019 Daily Journal D.A.R. 337

14, §§ 15040(a), 15268(d).

Cases that cite this headnote

[16]

**Environmental Law**

🔑 Land use in general

**Zoning and Planning**

🔑 Family or multiple dwellings

City council's discretion in considering proposed development of multifamily residential building within city's high density residential district was limited to design review required by city ordinance, and did not extend to addressing environmental effects under California Environmental Quality Act (CEQA); city ordinance made multi-family dwellings a permitted use within high density residential districts, such that no conditional use permit requiring exercise of discretion was necessary, other city ordinance subjected such multi-family dwelling projects to design review, and CEQA did not apply to nondiscretionary projects. *Cal. Gov't Code § 65901; Cal. Pub. Res. Code § 21080; Cal. Code Regs. tit. 14, § 15357.*

Cases that cite this headnote

[17]

**Environmental Law**

🔑 Land use in general

**Zoning and Planning**

🔑 Family or multiple dwellings

Issues addressed by city council during design review process of proposed development of multifamily residential building within city's high density residential district under local ordinance did not require invocation of California Environmental Quality Act (CEQA) review, though objectors asserted that project was inconsistent with design of nearby historical homes; design review ordinances prevented city from disapproving project for non-design-related matters, city council determined that proposed project would not result in design-related CEQA impacts, and no environmental impact report (EIR) was required if sole environmental impact was aesthetic merit of building in highly developed area. *Cal. Gov't Code § 21000 et seq.; Cal. Code Regs. tit.*

[18]

**Zoning and Planning**

🔑 Architectural and Structural Designs

A city is not, pursuant to general law, required to have a design review ordinance; accordingly, where a city chooses to impose such an additional level of review of a proposed project, it is for the city to determine the scope that such review will entail.

Cases that cite this headnote

[19]

**Environmental Law**

🔑 Preemption

**Environmental Law**

🔑 Significance in general

**States**

🔑 Environment; nuclear projects

While local laws do not preempt California Environmental Quality Act (CEQA), aesthetic issues are ordinarily the province of local design review, not CEQA. *Cal. Gov't Code § 21000 et seq.*

Cases that cite this headnote

[20]

**Environmental Law**

🔑 Significance in general

Where a project must undergo design review under local law, that process itself can be found to mitigate purely aesthetic impacts to insignificance under California Environmental Quality Act (CEQA), even if some people are dissatisfied with the outcome. *Cal. Gov't Code § 21000 et seq.*

Cases that cite this headnote

McCorkle Eastside Neighborhood Group v. City of St. Helena, 31 Cal.App.5th 80 (2018)

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[21]

## Environmental Law

### 🔑Categorical exclusion; exemptions in general

Exception to exemption to California Environmental Quality Act (CEQA) when there is a reasonable probability that the project will have a significant effect on the environment due to unusual circumstances applies only when the challenger proves both an unusual circumstance and a significant environmental effect as a result of that circumstance. 📄 Cal. Gov't Code § 21000 et seq.; Cal. Code Regs. tit. 14, § 15300.2(c).

**Witkin Library Reference:** 12 Witkin, *Summary of Cal. Law* (11th ed. 2017) *Real Property*, § 882 [Categorical Exemptions; In General.]

[Cases that cite this headnote](#)

**\*\*382** Napa County Superior Court, No. 17CV000205, Michael L. Byrne; Mark S. Boessenecker, Judges. (Napa County Super. Ct. No. 17CV000205)

## Attorneys and Law Firms

Jeffer Mangels Butler & Mitchell, [Matthew D. Hinks](#); Jackson Lewis P.C., [David Bradshaw](#) and Mintz Levin Cohn Ferris Glovsky and Popeo PC, [Jonathan Welner](#) for Plaintiffs and Appellants.

Burke, Williams & Sorensen, [Thomas B. Brown](#), Auburn, [Stephen E. Velyvis](#), Oakland, for Defendants and Respondents.

Monchamp Meldrum, [Amanda Monchamp](#) and [Joanna L. Meldrum](#), San Francisco, for Real Party in Interest.

## Opinion

[NEEDHAM, J.](#)

**\*85** Appellants [McCorkle](#) Eastside Neighborhood Group

and [St. Helena](#) Residents for an Equitable General Plan opposed the development of an eight-unit multifamily residential building at 632 [McCorkle](#) Avenue. They filed a lawsuit challenging the actions of respondents the City of [St. Helena](#) (City) and the City Council of [St. Helena](#) (City Council) in approving a resolution granting demolition and design review permits to property owner and real party in interest Joe McGrath. When the trial court denied their petition for peremptory and administrative writ of mandate ([Code Civ. Proc.](#), §§ 1085, [1094.5](#)), appellants filed this appeal. Appellants contend (1) the City violated the California Environmental Quality Act (CEQA; 📄 [Govt. Code](#), § 21000 et seq.) because the City Council failed to consider aspects of the project other than design review; and (2) the City abused its discretion under CEQA by approving the demolition permit and design review without requiring an environmental impact report (EIR) based on its determination that the proposed project met the requirements for a Class 32 (infill) categorical exemption under [14 California Administrative Code section 15332](#) (CEQA Guidelines). We affirm.

## I. BACKGROUND

[1] [2] [3] The planning and zoning law establishes the authority of most local governmental entities to regulate the use of land. (📄 [Topanga Assn. for a Scenic Community v. County of Los Angeles](#) (1974) 11 Cal.3d 506, 518–519, fn. 18, 113 Cal.Rptr. 836, 522 P.2d 12.) “Zoning laws regulate land uses in two basic ways. Some uses are permitted as a matter of right if the uses conform to the zoning ordinance. Other sensitive land uses require discretionary administrative approval pursuant to criteria in the zoning ordinance. ( [Govt. Code], § 65901.) They require a conditional use permit.” (📄 [Neighborhood Action Group v. County of Calaveras](#) (1984) 156 Cal.App.3d 1176, 1183, 203 Cal.Rptr. 401.) A conditional use permit contemplates the review of **\*\*383** individual applications using sound principles of zoning and planning and is discretionary by nature. (See 📄 [Breakzone Billiards v. City of Torrance](#) (2000) 81 Cal.App.4th 1205, 1224, 97 Cal.Rptr.2d 467.)

In 2015, the City began the process for amending the housing element of its general plan to conform with state policies by committing to eliminate the conditional use permit requirement for multi-family dwellings within High Density Residential (HR) districts. In 2016, the City

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amended its zoning **\*86** ordinance to comply with this commitment. Section 17.44.020(C) of the **St. Helena** Municipal Code makes “[m]ultiple-family dwellings, apartments and dwelling groups consistent with the density requirements of this chapter” a permitted use within the HR district. Section 17.44.030 provides a list of uses requiring use permits, and multi-family dwellings are not on that list. Design review is still required for multi-family residential units within an HR district under section 17.44.040.

Real party in interest Joe McGrath purchased the half-acre lot at 632 **McCorkle** Avenue, an area within the City’s HR district, intending to build multi-family dwellings on the property. The lot contained a dilapidated single-family home and its soil had been contaminated with lead by a prior occupant. McGrath committed to remediating this contamination with Napa County. He submitted an application for a demolition permit to demolish the existing structure as well as a design review plan for the proposed eight units. The application was deemed complete by the City’s Planning Commission staff in October 2016, who prepared a report concluding (1) the proposed project fell within the Class 32 infill exemption of CEQA Guidelines [section 15332](#) and was thus exempt from CEQA; and (2) the project met the criteria for design review.

The project came before the full Planning Commission in a hearing held on December 6, 2016. It was opposed by several neighbors and by appellants, who argued the project should not be approved because: (1) the site of the proposed development was contaminated; (2) **McCorkle** Avenue contains no storm drains and routinely floods; (3) there is little public open space in the area and children are required to play in the street; (4) the space required for a firetruck turnaround was not adequate; (5) the proposed project was located in a historical district, and was not consistent with the design of four historical homes located across the street; and (6) the proposed project was next door to the pending multi-family Brenkle project, and the cumulative effects of those projects would be significant.<sup>1</sup> The City Attorney advised the Planning Commission that because the **St. Helena** Municipal Code now did not require issuance of a use permit for multifamily dwellings in HR districts, the Commission was required to approve the project so long as it met the design review criteria. Issues pertaining to use, such as parking, traffic, safety and soil remediation, were not to be considered. The City Attorney indicated he was confident that a Class 32 exemption applied to the project under CEQA Guidelines [section 15332](#), but that in any event CEQA would not apply to a nondiscretionary project such as this.

**\*87** The Planning Commission approved the demolition and design review permits by a 2-1 vote in a resolution dated December 6, 2016. It found the project was exempt **\*\*384** from CEQA under CEQA Guidelines [section 15332](#) and would not cause any significant environmental effects. One commissioner who voted in favor of the project noted on the record this was “a tough one,” but she had voted to approve “based on what the restrictions of our discussion and our—our jurisdiction are, specific to design review.”

Appellants appealed to the City Council.<sup>2</sup> A hearing was held on January 24, 2017. The City Attorney advised the City Council it was limited to “the design aspects of this project” and reiterated that a Class 32 exemption applied but if it did not, review was still limited due to there being no use permit required.

The City Council voted 3-2 to deny the appeal and approve the action of the Planning Commission. It issued a resolution making findings in support of its approval for design review. It additionally made findings in the resolution that the project was consistent with the general plan’s goals of permitting infill development, encouraging a mix of housing types and prices, addressing workforce housing, encouraging higher density where appropriate, and allowing the conversion of single-family homes to multifamily housing. The resolution addressed specifically the arguments that the project was not consistent with the general plan.

The resolution also found that a Class 32 infill exemption to CEQA applied and specifically found the proposed project would not “result in any significant effects relating to traffic, noise, air quality or water quality” within the meaning of CEQA Guidelines [section 15332\(d\)](#). The resolution stated the CEQA exemption was consistent with the City’s limited discretion to consider or address environmental impacts: “Multi-family residential land uses are permitted by right in the HR District. Thus, in the context of this design review approval, the Planning Commission’s authority/discretion is limited to (design related) concerns stemming from the only discretionary actions required for project approval. The City Council’s discretion on appeal is similarly limited. Section 17.164.010 of the Zoning Ordinance expressly restricts the Planning Commission’s and City Council’s discretion during design review to the general form, spatial relationships and appearances of the project’s proposed design, and Section 17.164.040C expressly precludes the Planning Commission and City Council from disapproving a proposal for non-design related reasons. ... [¶] Accordingly, the City’s discretion, and thus scope of its CEQA review, is limited to design issues such as scale,



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\*88 orientation, bulk, mass, materials, and colors, and it has no authority or ability to meaningfully address non-design related issues or impacts by imposing conditions of approval or mitigation measures. ... The Council takes quasi-adjudicative notice of case law that has determined that, in situations where an agency's discretion to deny or consider a particular activity is limited (such as the proposed residential land use at the project site) its approval decision is considered ministerial and CEQA does not apply or CEQA review is limited to the extent of the discretion." The City Council found that even if the project was not exempt from CEQA under the Class 32 infill exemption, "and some level of CEQA review thus were required, the City would nevertheless be allowed to undertake only limited review based on design-related environmental issues, not the use-related issues \*\*385 asserted by the appellants' argument. The Council finds that City staff has demonstrated that the project will not result in any significant impacts, whether design-related or otherwise, and the appellants have not provided any substantial evidence to the contrary."

Appellants filed a petition for writ of mandate and first amended petition for writ of mandate against the City and City Council, alleging violations of CEQA and local zoning laws. The City and City Council answered and, after briefs were filed, a hearing was held. The trial court denied the petition.

## II. DISCUSSION

### A. Standard of Review

<sup>[4]</sup> <sup>[5]</sup> <sup>[6]</sup> We review an agency's determination that CEQA does not apply to a project for abuse of discretion. (Pub. Res. Code, §§ 21168 [quasi-adjudicative proceedings], 21168.5 [quasi-legislative decisions];  *Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1374–1375, 43 Cal.Rptr.2d 170.) "Abuse of discretion is shown if (1) the agency has not proceeded in a manner required by law, or (2) the determination is not supported by substantial evidence." ( *Gentry*, at p. 1375, 43 Cal.Rptr.2d 170.) On appeal, our task is the same as the trial court's, and we review the administrative record independently. ( *Id.*, at pp. 1375–1376, 43 Cal.Rptr.2d 170.) The legal determination of whether an approval is exempt from CEQA as a ministerial action is reviewed de novo.

(*Friends of Juana Briones House v. City of Palo Alto* (2010) 190 Cal.App.4th 286, 303, 118 Cal.Rptr.3d 324.) So is the interpretation of any local ordinance. (*Brookside Investments, Ltd. v. City of El Monte* (2016) 5 Cal.App.5th 540, 548, fn. 4, 209 Cal.Rptr.3d 863.)

### B. General Principles

<sup>[7]</sup> "The basic purposes of CEQA are to: <sup>[¶]</sup> (1) Inform governmental decision makers and the public about the potential, significant environmental \*89 effects of proposed activities. <sup>[¶]</sup> (2) Identify ways that environmental damage can be avoided or significantly reduced. <sup>[¶]</sup> (3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible. <sup>[¶]</sup> (4) Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved." (CEQA Guidelines), § 15002.) (*Tomlinson v. County of Alameda* (2012) 54 Cal.4th 281, 285–286, 142 Cal.Rptr.3d 539, 278 P.3d 803 (*Tomlinson*).) CEQA is designed to compel government to make decisions with environmental consequences in mind. ( *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 393, 253 Cal.Rptr. 426, 764 P.2d 278.)

<sup>[8]</sup> <sup>[9]</sup> <sup>[10]</sup> "To achieve these goals, CEQA and the implementing regulations provide for a three-step process. In the first step, the public agency must determine whether the proposed development is a 'project,' that is, 'an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment' undertaken, supported, or approved by a public agency. ( [Pub.Res.Code], § 21065.) <sup>[¶]</sup> The second step of the process is required if the proposed activity is a 'project.' The public agency must then decide whether it is exempt from compliance with CEQA under either a statutory exemption ( [Pub.Res.Code], § 21080) or a categorical exemption set forth in the regulations ( [Pub.Res.Code], § 21084, subd. (a); [CEQA \*\*386 Guidelines], § 15300). A categorically exempt project is not subject to CEQA, and no further environmental review is required. [Citations.] If the project is not exempt, the agency must determine whether the project may have a significant effect on the environment. If the agency decides the project will not have such an effect, it must 'adopt a negative declaration to that effect.' ( [Pub. Res. Code], § 21080, subd. (c); see

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[CEQA Guidelines], § 15070; [citation].) Otherwise, the agency must proceed to the third step, which entails preparation of an [EIR] before approval of the project. (

[Pub.Res.Code], §§ 21100, subd. (a), 21151, subd. (a).)” (*Tomlinson, supra*, 54 Cal.4th at p. 286, 142 Cal.Rptr.3d 539, 278 P.3d 803.)

[11] [12] [13] CEQA applies only to “discretionary projects proposed to be carried out or approved by public agencies ....” (*Pub. Res. Code* § 21080, italics added.) A “discretionary project” is defined as one “which requires the exercise of judgment or deliberation when the public agency or body decides to approve or disapprove a particular activity, as distinguished from situations where the public agency or body merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.” (Guidelines, § 15357.) The “touchstone” for determining whether an agency is required to prepare an EIR is whether the agency could meaningfully address any environmental concerns that might be \*90 identified in the EIR: “ ‘As applied to private projects, the purpose of CEQA is to minimize the adverse effects of new construction on the environment. To serve this goal the act requires assessment of environmental consequences where government has the power through its regulatory powers to eliminate or mitigate one or more adverse environmental consequences a study could reveal. [¶] Thus the touchstone is whether the approval process involved allows the government to shape the project in any way which could respond to any of the concerns which might be identified in an environmental impact report. And when is government foreclosed from influencing the shape of the project? Only when a private party can legally compel approval without any changes in the design of its project which might alleviate adverse environmental consequences.’ ” ( *San Diego Navy Broadway Complex Coalition v. City of San Diego* (2010) 185 Cal.App.4th 924, 933, 110 Cal.Rptr.3d 865 ( *San Diego Navy*), citing *Friends of Westwood, Inc. v. City of Los Angeles* (1987) 191 Cal.App.3d 259, 266–267, 235 Cal.Rptr. 788 ( *Friends of Westwood* ), italics omitted.)

[14] When a project involves both discretionary and non-discretionary actions, it will be deemed discretionary. ( *Friends of Westwood, supra*, 191 Cal.App.3d at 270, 235 Cal.Rptr. 788.) However, the discretionary component of the action must give the agency the authority to consider a project’s environmental consequences to trigger CEQA. ( *Sierra Club v. Napa County Bd. of Supervisors* (2012) 205 Cal.App.4th 162, 179, 139 Cal.Rptr.3d 897 ( *Sierra Club* ); *San Diego*

*Navy, supra*, 185 Cal.App.4th at p. 934, 110 Cal.Rptr.3d 865.)

#### C. Non-Delegation

[15] Appellants argue the City and City Council did not proceed in the manner required by law. Appellants cite authority stating that CEQA requires a decision by the elected City body—here, the City Council—and contend that no such decision was made in this case because the City Council did not consider issues unrelated to aesthetics when determining that CEQA did not apply. We disagree.

In support of their argument, appellants rely on *\*\*387 Vedanta Society of Southern California v. California Quartet, Ltd.* (2000) 84 Cal.App.4th 517, 534–535, 100 Cal.Rptr.2d 889 and *Kleist v. City of Glendale* (1976) 56 Cal.App.3d 770, 779, 128 Cal.Rptr. 781. Those decisions stand for the uncontroversial proposition that the elected decision makers of a local body have the ultimate responsibility for making a decision under CEQA and delegation is inconsistent with that rule. (*Ibid.*) Here, the unelected Planning Commission found the project exempt and appellants took an appeal to the full elected City Council. The City Council held a full hearing and issued findings on this appeal. There was no improper delegation \*91 of the City’s authority under CEQA. (Cf. *Greenebaum v. City of Los Angeles* (1984) 153 Cal.App.3d 391, 402–403, 200 Cal.Rptr. 237 [city council reviewed and considered EIR and did not improperly delegate that responsibility to planning department’s deputy advisory agency].)

The City Council did approve the project without requiring an EIR or issuing a negative declaration, finding the Class 32 infill exemption applied and in any event it could not consider issues other than design review in light of the local ordinance. Appellants argue that because the City Council limited its review of environmental issues, the case is akin to *Vedanta*. We disagree. In *Vedanta*, the court reversed after it found that a tie vote during an appeal to the board of supervisors, which left the decision of the planning commission in that case intact by default, did not amount to the required consideration by the board. ( *Vedanta, supra*, 84 Cal.App.4th at p. 527, 100 Cal.Rptr.2d 889.) But the City Council in this case *did* act—just not in the way that appellants had hoped. As we shall explain, the City Council properly limited the scope of its review as

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required by the ordinance. But it did not abdicate its duty to act, and did not delegate its ultimate duty to the Planning Commission in so doing.

Sections 17.08.060, 17.08.180(A) and 17.08.180(H) of the **St. Helena** Municipal Code did not require the City Council to consider the environmental consequences of a multi-family project in an HR district as appellants suggest. Collectively, those ordinances provide that an appeal of a decision by the Planning Commission may be taken to the full City Council, that the City Council's review is de novo, and that the final decision-making body (here, the City Council) may modify a proposed discretionary project. They do not expand the City Council's discretion beyond the language of the Municipal Code itself.

**D. Applicability of Class 32 Infill Exemption**

<sup>[16]</sup>Appellants complain the City Council's decision to deny the appeal was unsupported because it did not consider the whole of the project before approving it. Appellants contend that before the City Council could properly adopt a Class 32 infill exemption under CEQA Guidelines section 15332, it was required by the terms of that exemption to determine whether the proposed project would "result in any significant effects relating to traffic, noise, air quality or water quality." (CEQA Guidelines, § 15332(d).) They also contend the City Council should have considered the applicability of a blanket exception to this categorical exemption, as set forth in CEQA Guidelines section 15300.2, which provides, "[a] categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment \*92 due to unusual circumstances." (CEQA Guidelines § 15300.2(c); [Banker's Hill, Hillcrest, Park West Community Preservation Group v. City of San Diego](#) (2006) 139 Cal.App.4th 249, 260, 42 Cal.Rptr.3d 537.) Appellants argue the City Council took the City Attorney's advice \*\*388 and failed to consider any environmental issues relating to this project.

<sup>[17]</sup>Assuming the City Council did not consider traffic, noise or air and water quality for purposes of the Class 32 exemption despite its findings to the contrary, it nonetheless properly found that its discretion was limited to design review, given that no use permit was required for multi-family housing in HR districts. (See [Friends of Davis v. City of Davis](#) (2000) 83 Cal.App.4th 1004, 1010–1011, 100 Cal.Rptr.2d 413 ([Friends of Davis](#))

[when use is consistent with local zoning and a use permit either is not required or has been obtained, issuance of building permit is usually ministerial act].) It also found, appropriately, that the issues addressed during design review did not require the separate invocation of CEQA.

<sup>[18]</sup>"A city is not, pursuant to general law, required to have a design review ordinance. Accordingly, where, as here, a city chooses to impose such an additional level of review, it is for the city to determine the scope that such review will entail." ([Friends of Davis, supra](#), 83 Cal.App.4th at p. 1014, 100 Cal.Rptr.2d 413.) "The Guidelines recognize that the application of CEQA to a local ordinance is dependent upon the scope and interpretation of the local ordinance, rather than vice versa. ... The Guidelines note[d] that CEQA does not grant an agency new powers independent of the powers granted by other laws. (Guidelines, § 15040, subd. (a).) Rather, the exercise of an agency's authority under a particular law must be within the scope of the agency's authority provided by that law and must be consistent with express or implied limitations provided by other laws." ([Id.](#) at pp. 1014–1015, 100 Cal.Rptr.2d 413.)

In this case, the City Council found the design review ordinances prevented it from disapproving the project for non-design related matters. This was correct. Under section 17.164.020 of the **St. Helena** Municipal Code, "The purpose of design review is: [¶] A. To promote those qualities in the environment which bring value to the community; [¶] B. To foster the attractiveness and functional utility of the community as a place to live and work; [¶] C. To preserve the character and quality of our heritage by maintaining the integrity of those areas which have a discernible character or are of special historic significance; [¶] D. To protect certain public investments in the area; [¶] E. To encourage, where appropriate, a mix of uses within permissible use zones; [¶] F. To raise the level of community expectations for the quality of its environment." Under section 17.164.030, the Planning Commission (and City Council) should consider the following: "1. Consistency and compatibility with applicable elements of the general \*93 plan; [¶] 2. Compatibility of design with the immediate environment of the site; [¶] 3. Relationship of the design to the site; [¶] 4. Determination that the design is compatible in areas considered by the board as having a unified design or historical character; [¶] 5. Whether the design promotes harmonious transition in scale and character in areas between different designated land uses; [¶] 6. Compatibility with future construction both on and off the site; [¶] 7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project; [¶] 8. Whether the planning and

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siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community; [¶] 9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures; [¶] 10. Whether access to the property and circulation systems are safe and convenient \*\*389 for pedestrians, cyclists and vehicles; [¶] 11. Whether natural features are appropriately preserved and integrated with the project; [¶] 12. Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structures and functions; [¶] 13. Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site; [¶] 14. Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.”

The City Council made extensive findings pertaining to these elements and found that the proposed project met all of them. It concluded that CEQA review was “limited to design issues such as scale, orientation, bulk, mass, materials and colors,” and the proposed project would not result in design-related CEQA impacts. These findings were supported by substantial evidence and must be upheld on appeal. (See [Breneric Associates v. City of Del Mar](#) (1998) 69 Cal.App.4th 166, 175–176, 81 Cal.Rptr.2d 324 [applying substantial evidence standard to decision on design review].)

[19] [20] Appellants’ complaints about the project include its appearance relative to the historical homes in the area. This does not mean review under CEQA was required. “[W]e do not believe that our Legislature in enacting CEQA... intended to require an EIR where the sole environmental impact is the aesthetic merit of a building in a highly developed area. [Citations.] To rule otherwise would mean that an EIR would be required for every urban building project that is not exempt under CEQA if enough people could be marshaled to complain about how it will look. While there may be situations \*94 where it is unclear whether an aesthetic impact like the one alleged here arises in a ‘particularly sensitive’ context ( [CEQA] Guidelines, § 15300.2(c) [exemption shall not be granted “when there is a reasonable possibility the activity will have an unusual effect on the environment due to unusual

circumstances”] ) where it could be considered environmentally significant, this case does not test that boundary.” ( [Bowman v. City of Berkeley](#) (2004) 122 Cal.App.4th 572, 592, 18 Cal.Rptr.3d 814 ( [Bowman](#)).) While local laws do not preempt CEQA, “aesthetic issues like the one raised here are ordinarily the province of local design review, not CEQA.” ( [Id.](#) at p. 593, 18 Cal.Rptr.3d 814.) “Where a project must undergo design review under local law, that process itself can be found to mitigate purely aesthetic impacts to insignificance, even if some people are dissatisfied with the outcome. A contrary holding that mandated redundant analysis would only produce needless delay and expense.” ( [Id.](#) at p. 594, 18 Cal.Rptr.3d 814.) [St. Helena](#) is not as urbanized as Berkeley, the site of the project in [Bowman](#), but the principles of that case apply to the design review in this case, which cannot be used to impose environmental conditions.<sup>3</sup>

\*\*390 Appellants argue that because the City had discretion to conduct design review the entire project was discretionary and subject to CEQA. (See CEQA Guidelines § 15268(d).) They rely on authorities stating that where a project involves both discretionary and ministerial approvals, the entire project will be deemed discretionary. (E.g., [Friends of Westwood](#), *supra*, 191 Cal.App.3d at p. 270, 235 Cal.Rptr. 788; [Day v. City of Glendale](#) (1975), 51 Cal.App.3d 817, 823, 124 Cal.Rptr. 569; [People v. Department of Housing and Community Dev.](#) (1975) 45 Cal.App.3d 185, 193–194, 119 Cal.Rptr. 266.) But this rule applies only when the discretionary component of the project gives the agency the authority to mitigate environmental impacts. (See [Sierra Club](#) *supra*, 205 Cal.App.4th at p. 179, 139 Cal.Rptr.3d 897; [San Diego Navy](#), *supra*, 185 Cal.App.4th at p. 934, 110 Cal.Rptr.3d 865.)

Because of the City’s lack of any discretion to address environmental effects, it is unnecessary to rely on the Class 32 exemption and equally unnecessary to spend much time on appellants’ contention that the proposed project did not qualify for an exemption because it was not consistent with the general plan. (CEQA Guidelines, § 15332(a).) We note the City Council found the proposed project consistent with the general plan and addressed appellants’ arguments to the contrary in great detail. In light of these findings, which are supported by the evidence, it did not abuse its discretion in finding the proposed project was consistent with the general \*95 plan. (See [Orange Citizens for Parks & Recreation v. Superior Court](#) (2016) 2 Cal.5th 141, 154–155, 211 Cal.Rptr.3d 230, 385 P.3d 386 [review as to whether city

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erred in finding project consistent with general plan limited to abuse of discretion].)

<sup>[21]</sup>It is also unnecessary to resolve whether the Class 32 infill exemption was inapplicable due to an exception because “there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.” (CEQA Guidelines, § 15300.2(c).) Because CEQA was limited in scope to design review whether or not the Class 32 exemption applied, any exception to the exemption was irrelevant. In any event, the subdivision establishing the exception applies only when the challenger proves both an unusual circumstance and a significant environmental effect as a result of that circumstance. (  *Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086, 1105, 184 Cal.Rptr.3d 643, 343 P.3d 834; *Walters v. City of Redondo Beach* (2016) 1 Cal.App.5th 809, 819–820, 205 Cal.Rptr.3d 157.) Nothing about the proposed project was “unusual” within the meaning of the CEQA Guidelines.<sup>4</sup>

**III. DISPOSITION**

The judgment is affirmed. Ordinary costs on appeal are awarded to respondents.

We concur.

SIMONS, ACTING P.J.

BRUINIERS, J.<sup>5</sup>

**All Citations**

31 Cal.App.5th 80, 242 Cal.Rptr.3d 379, 19 Cal. Daily Op. Serv. 502, 2019 Daily Journal D.A.R. 337

**Footnotes**

- 1 Some of these arguments challenge the existing environment’s effect on future users of the project. Analysis was not required under CEQA for this purpose. (  *California Bldg. Industry Assn. v. Bay Area Air Quality Management District* (2015) 62 Cal.4th 369, 386, 196 Cal.Rptr.3d 94, 362 P.3d 792.)
- 2 Under sections 17.164.080 and 17.08.180(A) of the **St. Helena** Municipal Code, a land use application in the City of **St. Helena** is heard initially by the Planning Commission and is appealable to the City Council.
- 3 It is unnecessary to resolve respondents’ contention that appellants have forfeited their claim that the design review ordinances themselves contain language that renders CEQA applicable in this case. (See  *North Coast Rivers Alliance v. Marin Water Dist. Bd.* (2013) 216 Cal.App.4th 614, 623–624, 157 Cal.Rptr.3d 240.)
- 4 We deny as unnecessary real party in interest’s request for judicial notice, filed July 27, 2018.
- 5 Retired Associate Justice of the Court of Appeal, First Appellate District, assigned by the Chief Justice pursuant to [article VI, section 6 of the California Constitution](#).





Report to the City Council  
Council Meeting of March 13, 2018

**Agenda Section: New Business**

**Subject:** Review of a request from Joe McGrath for Council approval of an Alternative Equivalent Proposal to satisfy the Inclusionary Housing requirement for the approved project at 632 McCorkle, as allowed under St. Helena Municipal Code (SHMC) Section 17.146.050 B.

**CEQA Determination:** Exempt from the requirements of CEQA under the “General Rule”, Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

**Prepared By:** Noah Housh, Planning & Community Improvement Director

**Reviewed By:** Mark T. Prestwich, City Manager

**Approved By:** Mark T. Prestwich, City Manager

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**BACKGROUND**

On December 6, 2016, the Planning Commission approved a request for Demolition and Design Review approval to construct an eight-unit multifamily housing project at 632 McCorkle Avenue in the High Density Residential zoning district.

On January 24, 2017, the City Council denied an appeal of this Planning Commission action, upholding the decision and reaffirming the approval of the design review and demolition permit for the eight-unit multifamily residential project proposed by Joe McGrath for the property located at 632 McCorkle Street. The project is subject to the City's affordable housing “inclusionary” ordinance (St. Helena Municipal Code (“SHMC”) chapter 17.146), requiring either that (1) 20% of the project's units be “affordable” for households at specified income levels, or (2) the project applicant satisfy an alternative equivalent requirement and/or (3) pay in lieu fees to meet the City's Inclusionary Housing requirements. Under Chapter 17.146, project applicants also may request (from the Council) specified concessions and incentives to offset the costs of complying with the requirements. The requirements of Chapter 17.146 should have been, but were



not, addressed during the discretionary review of the project. Rather, staff incorrectly assumed the project would automatically be required to pay an affordable housing in-lieu fee of \$40,000. The applicant, Mr. McGrath, has requested that the Council address the issue now through the consideration of an Alternative Equivalent Proposal, as allowed under SHMC 17.146.050 B.

## **DISCUSSION**

### **The City's Inclusionary Ordinance, SHMC Chapter 17.146**

Many cities have adopted what are known as "inclusionary" ordinances, which require developers of market rate residential projects to set aside or offer a specified percentage of the proposed units to be affordable to households with specified moderate, low or very low incomes. St. Helena has adopted its own inclusionary ordinance, which is codified at SHMC chapter 17.146 under the heading "Housing Trust Fund, Housing Impact Fee and Inclusionary/In Lieu Fee Requirements."

The basic "inclusionary" requirement under the City's ordinance is as follows:

*"At least twenty percent (20%) of all new dwelling units in a residential development project shall be affordable units, which shall be constructed and completed not later than the related market rate units."*

Depending on the number of units any given project might propose, the 20% inclusionary requirement can result in a requirement that the applicant provide a fraction of one unit. The City's ordinance anticipates and addresses that as follows:

*"For fractions of affordable units, including fractions resulting from construction of less than five dwelling units, the developer may elect, at his or her option, to construct the next higher whole number of affordable units, perform an alternative equivalent action which has received the approval of the city council pursuant to subsection B, or pay the housing in-lieu fee specified in subsection E for such fraction." (SHMC section 17.146.050 A.)*

Most inclusionary ordinances allow for alternative means by which a developer may satisfy the requirements of the ordinance, namely, "alternative equivalents" and/or in-lieu fees. St. Helena's ordinance is no exception, and provides a means for developers to seek discretionary City Council approval for specified alternatives to the inclusionary units under SHMC 17.146.050 B., which states:

*"A developer of any residential project may propose to meet the requirements of subsection A with an alternative equivalent action, subject to the review and approval of the city council. Proposals for alternative equivalent actions may include, but are not limited to, dedication of vacant land, the construction of affordable units on another site, or acquisition and enforcement of required rental/sales price restrictions on existing standard dwelling units consistent with this section. Any proposal shall show how the*

*alternative action will further affordable housing opportunities in the city to an equal or greater extent than compliance with the express requirements of subsection A or payment of the appropriate in-lieu housing fee.”*

Again, like most inclusionary ordinances, St. Helena’s ordinance also allows developers to request discretionary City Council approval to satisfy the entire inclusionary requirement by payment of an in lieu fee:

*“A developer of four or fewer residential dwelling units which are the whole of a residential development project may meet the requirements of subsection A through payment of an in-lieu fee.*

*A developer of any other residential project may propose to meet the requirements of subsection A through payment of an in-lieu fee by showing good cause that it is not feasible to construct the required units.*

In addition to, and separate from, the alternative equivalent and in lieu fee options, the City’s ordinance allows developers subject to the ordinance to request certain concessions and incentives to offset the costs of providing the affordable units (under the City’s ordinance, a developer is allowed, but not required, to submit a preliminary development proposal for early City Council review, at which time the developer may also identify and receive Council feedback on any requests for concessions and incentives).

Thus, under Section 17.146.050 F., a developer who satisfies the ordinance by actually constructing the required affordable units may ask the City for a variety of financial and other concessions and incentives, including:

- An additional density bonus or other incentives of equal financial value subject to the City Council’s review and approval.
- Waiver or modification of City standards that have a direct impact on reducing total project costs while being consistent with required building and safety code standards. The developer shall be responsible for documenting that the waiver or modification is necessary for the feasibility of the residential development project and is consistent with required building and safety code standards.
- Direct financial assistance in the form of a loan or grant using trust fund or other appropriate available funds subject to the recommendation of the housing director.
- Defer payment of City fees on market rate units until the issuance of the certificate of occupancy for the unit.

(SHMC section 17.146.050 F.)

For projects involving a developer’s commitment to 25% affordable units, the Council may grant additional concessions or incentives as identified in SHMC 17.146.050 F 3.

The ordinance also specifies the required affordability of the inclusionary units as follows:

*"If under subsection A, the developer is required to build three or fewer units of affordable rental housing, the following requirements apply:*

*a. If the developer is required to build only one affordable unit, that unit shall be affordable for a very low-income household.*

*b. If the developer is required to build two affordable units, one unit shall be affordable for a very low-income household and one unit shall be affordable for a low-income household.*

*c. If the developer is required to build three affordable units, one unit shall be affordable for a very low-income household, one unit shall be affordable for a low-income household, and one unit shall be affordable for a moderate-income household.*

*d. If the city's fair share housing goals, as set by the housing element of the general plan, have been met for the lowest income category, any required units shall be affordable in the next higher income category in which there is a fair share requirement."*

#### **Application Of The City's Inclusionary Ordinance To Mr. McGrath's 632 McCorkle Project.**

As noted, Mr. McGrath's project at 632 McCorkle proposes an eight-unit, multifamily residential rental project. As such, it is subject to the requirements of Section 17.146.050. Under Section 17.146.050 A, 20% of the eight units would be required to be affordable units under the terms and definitions of the ordinance.

The inclusionary requirement of 20% of the approved eight units is 1.6 units. Because the requirement results in a fraction of a unit, under Section 17.146.050 A, if Mr. McGrath were to build the one affordable unit, that unit would have to be affordable for a very low income household per SHMC section 17.146.050 G 1. A., and Mr. McGrath then may, at his option, either (1) construct and include an additional unit (affordable per Section 17.146.050 G 1. b. for a moderate income household) or (2) pay the specified in lieu fee for the remaining .6 unit. Staff has calculated the in lieu fee for the .6 unit as \$2,837.13 ( $\$1,600,000$  construction costs for the project /  $7,994$  square feet =  $\$200.15$  per square foot cost x  $945$  square feet unit size =  $\$189,141.75$  per two bedroom unit x  $0.6$  units =  $\$113,485.05$  x  $2.5\%$  In-Lieu fee requirement =  $\$2,837.13$ ).

Alternatively, Section 17.146.050 allows Mr. McGrath to seek approval from the Council for an alternate equivalent under Section 17.146.050 B, or pay in-lieu fees to cover the entirety of the inclusionary requirement under 17.146.050 C, both subject to Council approval.

#### **Alternative Equivalent Proposal**

Mr. McGrath has requested the City Council approve an alternative equivalent proposal as allowed under 17.146.050 B. Specifically, this alternative proposes:

- 1) Deed restrict one 2-bedroom unit located at 1246 Grayson Avenue to Low Income residents and deed restrict one 2-bedroom unit located at 1244 Grayson Avenue to Moderate Income Residents for a period of 20-years (both units are 960 square feet) for a period of 20-years; and
- 2) That this restriction be found to satisfy the inclusionary housing requirement for the 632 McCorkle project and no additional in-lieu fees be required; and
- 3) That the City Council grant a request to eliminate the covered parking (carport) requirement for the 632 McCorkle project as a concession and incentive consistent with State law and the Housing Element, given that the alternative equivalent proposal is providing 25% (two units) of the total unit count of the McCorkle project (eight units) as deed restricted affordable housing, as identified in SHMC 17.146.050 F. 3.; and
- 4) That all municipal fees for the 632 McCorkle Project been deferred until occupancy of the project.

Staff finds that Mr. McGrath's alternative equivalent proposal meets the requirements of 17.146.050 B., in that the alternative would further affordable housing opportunities in the City to an equal or greater extent than compliance with the express requirements of subsection A. Specifically, this alternative would:

- 1) Deed restrict two existing units (to low and moderate income residents) totaling 25-percent of the approved project's unit count, rather than the one low income unit and partial fee payment required under the standard inclusionary housing element identified in 17.146.050 A. which requires 20-percent of the approved project's unit count;
- 2) Locate these two additional units onto the west side of St Helena, an area identified by some members of the community as lacking in affordable housing units;
- 3) The alternative proposal has the added benefit of proving affordable housing units within walking distance of several schools;
- 4) The size of the deed restricted units are slightly larger (960 vs. 945 square feet), and include a garage as an added amenity.

#### **FISCAL IMPACT**

The only direct fiscal impact associated with the proposed alternative equivalent proposal is that the 0.6 unit in-lieu fee (approximately \$2,837.13) would not be paid into the Affordable Housing Trust Fund account. Rather, a deed restricted moderate income unit would be accepted. Deferral of the project's impact fees would not result in any direct fiscal impacts as the fees would be collected prior to occupancy of the project.

**RECOMMENDED ACTION**

It is recommended that the City Council:

1. Determine the consideration and action on the requested Alternative Equivalent Proposal regarding inclusionary housing for the project at 632 McCorkle be found to be in keeping with the previous Class 32 Categorical Exemption allowed under CEQA Section 15332 for In-Fill development, and
2. Review and act on the request from Joe McGrath for approval of an Alternative Equivalent Proposal regarding meeting the City of St Helena Inclusionary Housing Requirements for the eight unit multifamily housing project previously approved at 632 McCorkle Avenue.

**ATTACHMENTS**

[McGrath 632 McCorkle Inclusionary Alternative Resolution](#)

[Attachment A-Kosmont Feasibility Memo](#)

[Alternative Equivalent Proposal from Mr. Joe McGrath](#)

[Alternative Unit Photo 1](#)

[Alternative Unit Photo 2](#)

[Alternative Unit Photo 3](#)

[Alternative Unit Photo 4](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2018-**

**APPROVING JOE MCGRATH'S PROPOSAL TO MEET THE REQUIREMENTS OF THE CITY'S INCLUSIONARY ORDINANCE, SHMC SECTION 17.146.050 A, FOR THE EIGHT UNIT PROJECT LOCATED AT 632 MCCORKLE STREET BY AN ALTERNATIVE EQUIVALENT ACTION PURSUANT TO SHMC SECTION 17.146.050 B, ACCEPTING A 20 YEAR REDUCED AFFORDABILITY DURATION, AND ADOPTING FINDINGS**

**RECITALS**

A. **WHEREAS**, in January 2017, the City Council approved the design review and demolition permit for the eight-unit multifamily residential project proposed by Joe McGrath ("Applicant") for the property located at 632 McCorkle Street.

B. **WHEREAS**, at that time, the applicant presented the project as a purely market rate project, in which none of the eight units would be "affordable" regulated units, and Staff determined that an impact fee of \$40,000 would be the project's only affordable housing requirement.

C. **WHEREAS**, Staff since has determined that the project is subject to the City's affordable housing "inclusionary" ordinance (St. Helena Municipal Code ("SHMC") chapter 17.146), requiring either that (1) 20% of the project's units be "affordable" for households at specified income levels, or (2) the project applicant satisfy alternative and/or in lieu fee requirements.

D. **WHEREAS**, applying the requirements, SHMC Section 17.146.050 A and G would require Applicant's project to provide 1.6 affordable units, including (1) one unit that would be affordable for a low-income household plus, with respect to the fractional (.6) unit, either one additional affordable unit, an alternative equivalent action or payment of the housing in-lieu fee specified under SHMC Section 17.146.050 E for such fraction (\$2,837.13).

E. **WHEREAS**, two groups challenged the City Council's decision approving the project in Court. The Napa Superior Court entered judgment in favor of the City and Applicant, and the petitioner groups have appealed.

F. **WHEREAS**, in accordance with the terms of his project application and conditions of project approval, Applicant has paid the costs of the City's defense of the lawsuit.

G. **WHEREAS**, applicant has demonstrated that the costs of the litigation have substantially impacted the feasibility of, and his ability to develop the project. In addition, Applicant has incurred other unanticipated costs and expenses, including the requirement to include covered carports in the project and the remediation of soil contamination, which diminish the financial feasibility of, and jeopardize the project.

H. **WHEREAS**, Applicant has also demonstrated that the project will be financially infeasible if he is required to satisfy the City's basic inclusionary requirement under SHMC Section 17.146.050. He has stated that he may decide not to develop the project unless the City approves an alternative equivalent action as allowed under 17.146.050 B.



I. **WHEREAS**, under SHMC Section 17.146.050 J 4, affordable rental units are normally required to be affordable in perpetuity. Under SHMC Section 17.146.050 G 3, the City Council may forgive all or a portion of an affordability requirement. SHMC Section 17.146.050 J 4 includes the duration of affordable rental units' affordability as an issue of affordability. Applicant shall be required to execute the other regulatory agreements ensuring the affordability of the affordable units that he proposes to provide by his alternative equivalent action, as required by SHMC Section 17.146.050 J.

J. **WHEREAS**, Applicant has proposed an alternative equivalent action, as authorized by SHMC Section 17.146.050 B, and has requested a concession, as authorized by SHMC Section 17.146.050 F, as follows:

Alternative Equivalent Action Proposal:

- Applicant will provide one (1) two bedroom unit at 1246 Grayson shall be affordable for a low income household for a deed-restricted period of 20 years.
- Applicant will provide one (1) two bedroom unit at 1244 Grayson shall be affordable for a moderate income household for a deed-restricted period of 20 years.
- Applicant requests that the affordability duration of the two units commence at issuance of Certificate of Occupancy for the 632 McCorkle project and run for a period of 20 years.
- Applicant further requests that this component of his proposal not result in the eviction of an existing tenant, and that the existing tenant be evaluated as to whether he/she meets the qualification of this income category, and proposes to freeze the current rent in the interim period.

Concession Proposal:

- The City Council will excuse Applicant from the requirement to provide Carport(s) for the project.
- The City Council will defer collection of remaining municipal fees until occupancy of the 632 McCorkle project is granted.

K. **WHEREAS**, the City engaged Kosmont Companies ("Kosmont"), a consultant with expertise in reviewing such materials and assessing the financial feasibility of such projects, to assess the financial feasibility of the Applicant's project, and to confirm Applicant's demonstration that his project will not be feasible if the project is required to satisfy the basic inclusionary requirement as perscribed. Kosmont has confirmed and concluded that the Applicant's project will not be feasible, if the project satisfies the City's basic inclusionary requirement. The Kosmont financial analysis is attached hereto as **Attachment A**.

L. **WHEREAS**, Applicant submits, and City Council agrees, that his proposal will both further and significantly contribute to the affordable housing opportunities in the City to an equal or greater extent than compliance with the express requirements of SHMC Section 17.146.050 A or payment of the appropriate in-lieu housing fee as identified.

M. **WHEREAS**, the City of St. Helena has sought to satisfy its state-imposed housing obligations, at least in part, by planning for and approving smaller in-fill projects that are dispersed throughout the City. Such smaller in-fill projects can be financially infeasible when they provide

affordable units and otherwise encounter unanticipated expenses such as litigation and soil remediation costs. Applicant's project is such a project. The City Council finds that unless the City approves Applicant's proposal, Applicant will be unable to develop his project, which provides critically-needed housing consistent with the City's above policy, and elements of the City's adopted Housing Element.

N. **WHEREAS**, excusing the Applicant from the requirement to provide carports and deferring fees, as authorized by SHMC Section 17.146.050 F, would both improve the project's financial feasibility and also substantially improve the project's design in terms of open space, light and air.

O. **WHEREAS**, Applicant's alternative equivalent action proposal advances the City's satisfaction of state RHNA requirements, and its provision of one low income unit on the west side of ST Helena will both apply to the City's satisfaction of its mileposts under the Settlement and Release entered into by the City in or around October of 2014 in that certain litigation known as *Calderon v. City of St. Helena*, et al., Case Number C 12-05819 ("Calderon Settlement") and further the goals of the adopted Housing Element.

P. **WHEREAS**, providing the affordable units at 1246 and 1244 Grayson Street serves the ongoing interest of the City in dispersing and balancing the location of affordable housing in all parts of City.

## RESOLUTION

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

1. The recitals above are true and correct, incorporated herein by this reference, and adopted as the Council's findings.
2. The City Council hereby approves Applicant's proposed alternative equivalent action, as authorized by SHMC Section 17.146.050 B.
3. The City Council finds that Applicant's alternative equivalent action will both further and contribute significantly to the affordable housing opportunities in the City to an equal or greater extent than his project's compliance with the express requirements of SHMC Section 17.146.050 A or payment of the appropriate in-lieu housing fee, because:
  - a. The proposal would deed restrict two existing units (to low and moderate income residents) totaling 25-percent of the approved project's unit count, rather than the one low income unit and partial fee payment required under the standard inclusionary housing element; and
  - b. These two additional units would be located on the west side of St Helena, an area identified by some members of the community as lacking in affordable housing units.
  - c. The alternative has the added benefit of proving these units within walking distance of several schools; and
  - d. The size of the deed restricted units are slightly larger (960 vs. 945 square feet), and include a garage as an added amenity.

4. The City Council hereby forgives the requirement that affordable rental units be affordable in perpetuity.
5. The City Council hereby directs staff to draft an affordability agreement and deed restriction limiting the rental rates on the units at 1244 and 1246 Grayson, as identified in the Alternative Equivalent Proposal.
6. The City Council hereby excuses Applicant from the requirement that the project include carports, as a concession authorized by SHMC Section 17.146.050 F. and further allows the deferral of fee payment until occupancy of the units is granted.
7. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Resolution may have a significant effect on the environment as this Resolution in no manner changes the residential use, density or intensity of the project or the property at 1244 and 1246 Grayson Street, but instead simply defines and transfers the requirement to provide affordable units from the proposed development at 632 McCorkle to the existing units at 1244 and 1246 Grayson Street, and excuses the construction of the carports at 632 McCorkle. As such, the action to adopt this Resolution is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000, et seq.) (CEQA) pursuant to CEQA Guidelines Section 15332 In-Fill Development Projects and 15061(b)(3). in that the project site is both an infill property and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, given no physical changes are proposed by this action and the elimination of the carport through a concession actually reduces the total coverage of the property, reduces the amount of overall construction activity and materials required to develop the property and allows additional light and air circulation to reach the lower floor units.
8. The City Council hereby finds that the action to adopt this Resolution is consistent with the City's General Plan, including without limitation the Housing Element in that Housing Element policies HE2.A and HE1.H expressly direct the support of attached market rate "workforce" housing for residents with incomes above the moderate level, and identify such housing shall be provided with incentives to assist with its development.
9. The City Council makes no representation regarding the effect, if any, that the adoption of this Resolution, including without limitation its forgiveness of perpetual affordability or its waiver of the carport requirement, may have on Applicant's need to comply with California state or federal laws that might apply to the construction of the Applicant's project, including but not limited to the California Prevailing Wage Law. Applicant shall bear sole responsibility for ensuring that the project is completed in compliance with all applicable laws and regulations.

Approved at a Regular Meeting of the St. Helena City Council on March 13, 2018 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

APPROVED:

ATTEST:

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Alan Galbraith, Mayor

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Cindy Tzaopoulos, City Clerk



## Attachment A

February 27, 2018

Mr. Mark Prestwich  
City Manager  
City of St Helena  
1480 Main Street  
St Helena, CA 94574

**Re: McGrath Financial Analysis – 632 McCorkle Ave., St. Helena**

Dear Mr. Prestwich:

Kosmont Companies (“Kosmont” or “Consultant”) is pleased to submit to the City of St. Helena (“City” or “Client”) this draft financial analysis of the proposed 8-unit apartment project at 632 McCorkle Ave. (“Project”) to be built by Mr. Joe McGrath (“Developer”).

#### **Background**

Developer acquired an 0.5-acre parcel at 632 McCorkle in January 2016, at a cost of \$900,000. The property is zoned High Density Residential allowing up to 28 units per acre. In order to build the Project, Developer has had to do significant environmental cleanup estimated at \$150,000 and defend a CEQA lawsuit and appeal filed by residents of St Helena (estimated cost of \$350,000).

Further, the City has determined that the Inclusionary Zoning Ordinance 17.146.050 must be applied to the Project requiring 20% of the project unit count (or 1.6 units) be developed as affordable housing. The Ordinance calls for the first unit to be affordable for Very Low Income Households (< \$43,600 annual income), with the second unit affordable to Low income Households (<\$60,000 annual income).

Developer has indicated that the Project cannot afford to provide the required inclusionary units on site, due to the unanticipated costs identified above. City has retained Kosmont for help in understanding the economics of the Project, including assistance in negotiating an agreement with Developer on a feasible level of low income inclusionary units. The Ordinance grants the City authority to forgo the inclusionary requirements, if it will cause undue hardship to a project that contributes to affordable housing opportunities within the City. Kosmont has reviewed financial pro forma information provided by Developer and discussed assumptions with Developer.

#### **Financial Valuation Summary**

Based on Kosmont's 30+ years of experience with development feasibility studies, the appropriate measure to determine financial feasibility for apartment projects is the stabilized annual return on cost, which is measured as the stabilized net operating income divided by total development costs. In the recent market environment, a 4.0 percent annual return on cost would be a minimum threshold for financial feasibility for development of an apartment project.

**632 McCorkle Ave.  
 Valuation Summary**

|                       |  |  | <b>Stabilized Year</b> |
|-----------------------|--|--|------------------------|
| Units                 |  |  | 8                      |
| Net Operating Income  |  |  | \$140,000              |
| Total Dev. Costs      |  |  | \$4,000,000            |
| Return on Investment  |  |  | 3.5%                   |
| Gap to achieve 4% ROI |  |  | \$500,000              |

Source: Kosmont Companies

**Financial Pro Forma**

Kosmont reviewed the developer pro forma estimates for hard costs, soft costs and operating revenue and expenses. Kosmont has prepared a simple excel financial pro forma for this analysis in order to provide a best estimate of developer return on investment when the Project is completed.

The pro forma indicates that proposed Project will cost slightly over \$4 million, including land cost, environmental remediation and legal fees mentioned previously. The major cost is for modular building system at \$1.6 million, or \$200 per building square foot. City fees are estimated at \$240,000 or \$30 per square foot. Site improvements, utilities and landscape is estimated at \$800,000. Kosmont believes the cost estimates are reasonable for the proposed Project design.

At completion of construction, the Project apartments are estimated to generate effective gross income of \$230,000 per year assuming no inclusionary units, based on 2-bedroom rent of \$2,400 per month and 3-bedroom rent of \$2,800 per month. After deducting an allowance for property taxes and operating expenses of approximately \$11,000 per unit, the net operating income is estimated to be \$140,000. This \$140,000 annual income represents a 3.5% annual return on the \$4 million investment, and is below the feasible development return threshold of 4.0% per year. To achieve a 4.0% return, at these rent levels, Developer would need to reduce costs by \$500,000.

**Impact of Inclusionary Affordable Units**

A Very Low Income unit will likely rent for approximately \$1,000 per month, representing a loss of \$1,400 to \$1,800 per month (\$17,000 to \$22,000 per year).

A Low Income unit will likely rent for approximately \$1,300 per month, representing a loss of \$13,000 to \$18,000 per year, while a Moderate Income unit will likely rent for approximately \$2,000 per month, representing a loss of \$5,000 to \$10,000 per year.

If the City were to require one Very Low and one Low Income unit, the developer pro forma would be severely impacted, resulting in net operating income for the entire Project of only \$100,000 to \$110,000 per year. This would be a severe hardship, reducing the ROI to 2.5% to 2.75%, which translates into an ultimate buildout value of the Project of less than \$2.5 million – representing a potential \$1.5 million loss to Developer.



**Recommendation**

The eight market rate units are expected to rent for \$2,400 to \$2,800 for 2-bedroom and 3-bedroom units, which is reasonable given the type of construction planned. It is useful to note that the Project will provide units at a level comparable to Napa County average rents, but at a substantial discount to the higher **average** apartment rents in St Helena, as reported by GoSection8.

We note that the upper end rent level of moderate income affordable units is \$2,600 per month, thus allowing the City could make a finding that imposing the inclusionary requirements would be a severe financial hardship, preventing the Developer from providing 8 units of workforce housing that would be affordable to households at 120% of median income.

**Mr. Joe McGrath's Alternative Equivalent Proposal to meet the Inclusionary Housing Requirements for the Approved Multifamily Housing Project at 632 McCorkle**

**1) Dedicate (1) 2 BR Unit at 1246 Grayson to "Low" Income for deed-restricted period of 20 years.**

This unit was constructed in 2006. It is a 960 SF 2 Bedroom, 1 Bath unit with garage. I believe this is in the best interest of the City - as expressed also by opposition to this project - to help balance affordable housing with the "west" side of St. Helena. The garage also serves as a critical amenity for tradespeople that may fall into the "low" income category. I propose that the period commence at issuance of Certificate of Occupancy for the 632 McCorkle project and run for a period of 20 years. I would also request that this policy does not result in the eviction of an existing tenant, and that existing tenant be evaluated as to whether they meet the qualification of this income category. We will freeze the current rent in the interim period.

**2) Dedicate (1) 2BR Unit at 1244 Grayson to "Moderate" Income for a deed restricted period of 20 yrs.**

This unit is a part of the original triplex constructed in 1983. It is a 960 SF 2 Bedroom, 1 Bath unit with garage. I believe this is in the interest of the City - as expressed also by opposition to this project to balance affordable housing with the "west" side of St. Helena. This unit has not been renovated since original construction. Dedicating the older unit to "Moderate" will enable renovation at the next turnover. I will commit to that renovation to the standard of the two units (1240 and 1242) recently renovated. (I have attached pictures). The garage also serves as a critical amenity for tradespeople that may fall into the "low" income category. I propose that the period commence at issuance of Certificate of Occupancy for the 632 McCorkle project and run for a period of 20 years. I would also request that this policy does not result in the eviction of an existing tenant, and that existing tenant be evaluated as to whether they meet the qualification of this income category. We will freeze the current rent in the interim period.

**3) The Housing Impact fee of \$40000 becomes waived and not applicable as prescribed by Municipal Code.**

**4) The Carport(s) requirement shall be removed. No fees shall be charged for any exception processing.**

As allowed by municipal code 17.146.050, concessions are warranted. As you certainly can appreciate working with these concessions early in the development process is much more preferable. As it now stands, our design is frozen which leaves minimal opportunity to put in place cost-effective concessions. I believe this is a very modest concession from the standpoint of the City. During the Design Review process, there were negative comments regarding the massing and potential reflectivity of the Carport roof. The U-shape building design and parking distance from the street virtually hides all parking from street view.

**5) Municipal Fees shall be deferred until Certificate of Occupancy.**

I believe this is also warranted and low impact to the City. This helps me support the cash flow needs during project development. Pending Appeal litigation necessitates self-financing of this project.

I trust this is an acceptable proposal and look forward to progressing on this project.

Thanks,

Joe McGrath













**CITY OF ST. HELENA**

**RESOLUTION NO. 2018-38**

**APPROVING JOE MCGRATH'S PROPOSAL TO MEET THE REQUIREMENTS OF THE CITY'S INCLUSIONARY ORDINANCE, SHMC SECTION 17.146.050 A, FOR THE EIGHT UNIT PROJECT LOCATED AT 632 MCCORKLE STREET BY AN ALTERNATIVE EQUIVALENT ACTION PURSUANT TO SHMC SECTION 17.146.050 B, ACCEPTING A 20 YEAR REDUCED AFFORDABILITY DURATION, AND ADOPTING FINDINGS**

**RECITALS**

A. **WHEREAS**, in January 2017, the City Council approved the design review and demolition permit for the eight-unit multifamily residential project proposed by Joe McGrath ("Applicant") for the property located at 632 McCorkle Street.

B. **WHEREAS**, at that time, the applicant presented the project as a purely market rate project, in which none of the eight units would be "affordable" regulated units, and Staff determined that an impact fee of \$40,000 would be the project's only affordable housing requirement.

C. **WHEREAS**, Staff since has determined that the project is subject to the City's affordable housing "inclusionary" ordinance (St. Helena Municipal Code ("SHMC") chapter 17.146), requiring either that (1) 20% of the project's units be "affordable" for households at specified income levels, or (2) the project applicant satisfy alternative and/or in lieu fee requirements.

D. **WHEREAS**, applying the requirements, SHMC Section 17.146.050 A and G would require Applicant's project to provide 1.6 affordable units, including (1) one unit that would be affordable for a low-income household plus, with respect to the fractional (.6) unit, either one additional affordable unit, an alternative equivalent action or payment of the housing in-lieu fee specified under SHMC Section 17.146.050 E for such fraction (\$2,837.13).

E. **WHEREAS**, two groups challenged the City Council's decision approving the project in Court. The Napa Superior Court entered judgment in favor of the City and Applicant, and the petitioner groups have appealed.

F. **WHEREAS**, in accordance with the terms of his project application and conditions of project approval, Applicant has paid the costs of the City's defense of the lawsuit.

G. **WHEREAS**, applicant has demonstrated that the costs of the litigation have substantially impacted the feasibility of, and his ability to develop the project. In addition, Applicant has incurred other unanticipated costs and expenses, including the requirement to include covered carports in the project and the remediation of soil contamination, which diminish the financial feasibility of, and jeopardize the project.

H. **WHEREAS**, Applicant has also demonstrated that the project will be financially infeasible if he is required to satisfy the City's basic inclusionary requirement under SHMC Section 17.146.050. He has stated that he may decide not to develop the project unless the City approves an alternative equivalent action as allowed under 17.146.050 B.

I. **WHEREAS**, under SHMC Section 17.146.050 J 4, affordable rental units are normally required to be affordable in perpetuity. Under SHMC Section 17.146.050 G 3, the City Council may forgive all or a portion of an affordability requirement. SHMC Section 17.146.050 J 4 includes the duration of affordable rental units' affordability as an issue of affordability. Applicant shall be required to execute the other regulatory agreements ensuring the affordability of the affordable units that he proposes to provide by his alternative equivalent action, as required by SHMC Section 17.146.050 J.

J. **WHEREAS**, Applicant has proposed an alternative equivalent action, as authorized by SHMC Section 17.146.050 B, and has requested a concession, as authorized by SHMC Section 17.146.050 F, as follows:

Alternative Equivalent Action Proposal:

- Applicant will provide one (1) two-bedroom unit at 1246 Grayson shall be affordable for a low-income household for a deed-restricted period of 20 years.
- Applicant will provide one (1) two-bedroom unit at 1244 Grayson shall be affordable for a moderate-income household for a deed-restricted period of 20 years.
- Applicant requests that the affordability duration of the two units commence at issuance of Certificate of Occupancy for the 632 McCorkle project and run for a period of 20 years.
- Applicant further requests that this component of his proposal not result in the eviction of an existing tenant, and that the existing tenant be evaluated as to whether he/she meets the qualification of this income category and proposes to freeze the current rent in the interim period.

Concession Proposal:

- The City Council will excuse Applicant from the requirement to provide Carport(s) for the project.
- The City Council will defer collection of remaining municipal fees until occupancy of the 632 McCorkle project is granted.

K. **WHEREAS**, the City engaged Kosmont Companies ("Kosmont"), a consultant with expertise in reviewing such materials and assessing the financial feasibility of such projects, to assess the financial feasibility of the Applicant's project, and to confirm Applicant's demonstration that his project will not be feasible if the project is required to satisfy the basic inclusionary requirement as prescribed. Kosmont has confirmed and concluded that the Applicant's project will not be feasible, if the project



satisfies the City's basic inclusionary requirement. The Kosmont financial analysis is attached hereto as **Attachment A**.

L. **WHEREAS**, Applicant submits, and City Council agrees, that his proposal will both further and significantly contribute to the affordable housing opportunities in the City to an equal or greater extent than compliance with the express requirements of SHMC Section 17.146.050 A or payment of the appropriate in-lieu housing fee as identified.

M. **WHEREAS**, the City of St. Helena has sought to satisfy its state-imposed housing obligations, at least in part, by planning for and approving smaller in-fill projects that are dispersed throughout the City. Such smaller in-fill projects can be financially infeasible when they provide affordable units and otherwise encounter unanticipated expenses such as litigation and soil remediation costs. Applicant's project is such a project. The City Council finds that unless the City approves Applicant's proposal, Applicant will be unable to develop his project, which provides critically-needed housing consistent with the City's above policy, and elements of the City's adopted Housing Element.

N. **WHEREAS**, excusing the Applicant from the requirement to provide carports and deferring fees, as authorized by SHMC Section 17.146.050 F, would both improve the project's financial feasibility and also substantially improve the project's design in terms of open space, light and air.

O. **WHEREAS**, Applicant's alternative equivalent action proposal advances the City's satisfaction of state RHNA requirements, and its provision of one low income unit on the west side of ST Helena will both apply to the City's satisfaction of its mileposts under the Settlement and Release entered into by the City in or around October of 2014 in that certain litigation known as *Calderon v. City of St. Helena*, et al., Case Number C 12-05819 ("Calderon Settlement") and further the goals of the adopted Housing Element.

P. **WHEREAS**, providing the affordable units at 1246 and 1244 Grayson Street serves the ongoing interest of the City in dispersing and balancing the location of affordable housing in all parts of City.

## RESOLUTION

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

1. The recitals above are true and correct, incorporated herein by this reference, and adopted as the Council's findings.
2. The City Council hereby approves Applicant's proposed alternative equivalent action, as authorized by SHMC Section 17.146.050 B.
3. The City Council finds that Applicant's alternative equivalent action will both further and contribute significantly to the affordable housing opportunities in the City to an equal or greater extent than his project's compliance with the express requirements of SHMC Section 17.146.050 A or payment of the appropriate in-lieu housing fee, because:

- a. The proposal would deed restrict two existing units (to low and moderate-income residents) totaling 25-percent of the approved project's unit count, rather than the one low income unit and partial fee payment required under the standard inclusionary housing element; and
  - b. These two additional units would be located on the west side of St Helena, an area identified by some members of the community as lacking in affordable housing units.
  - c. The alternative has the added benefit of proving these units within walking distance of several schools; and
  - d. The size of the deed restricted units are slightly larger (960 vs. 945 square feet), and include a garage as an added amenity.
4. The City Council hereby forgives the requirement that affordable rental units be affordable in perpetuity.
  5. The City Council hereby directs staff to draft an affordability agreement and deed restriction limiting the rental rates on the units at 1244 and 1246 Grayson, as identified in the Alternative Equivalent Proposal.
  6. The City Council hereby excuses Applicant from the requirement that the project include carports, as a concession authorized by SHMC Section 17.146.050 F. and further allows the deferral of fee payment until occupancy of the units is granted.
  7. Regulatory Agreement shall identify when deed restriction shall go into effect and how the current tenants at 1244 and 1246 Grayson Avenue will be vetted and (potentially relocated) in the instance that their income does not qualify as low or moderate income.
  8. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Resolution may have a significant effect on the environment as this Resolution in no manner changes the residential use, density or intensity of the project or the property at 1244 and 1246 Grayson Street, but instead simply defines and transfers the requirement to provide affordable units from the proposed development at 632 McCorkle to the existing units at 1244 and 1246 Grayson Street, and excuses the construction of the carports at 632 McCorkle. As such, the action to adopt this Resolution is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000, et seq.) (CEQA) pursuant to CEQA Guidelines Section 15332 In-Fill Development Projects and 15061(b)(3). in that the project site is both an infill property and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, given no physical changes are proposed by this action and the elimination of the carport through a concession actually reduces the total coverage of the property, reduces the amount of overall construction activity and materials required to develop the property and allows additional light and air circulation to reach the lower floor units.
  9. The City Council hereby finds that the action to adopt this Resolution is consistent with the City's General Plan, including without limitation the Housing Element in that Housing Element policies HE2.A and HE1.H expressly direct the support of attached market rate



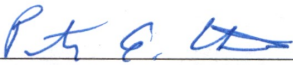
“workforce” housing for residents with incomes above the moderate level, and identify such housing shall be provided with incentives to assist with its development.

10. The City Council makes no representation regarding the effect, if any, that the adoption of this Resolution, including without limitation its forgiveness of perpetual affordability or its waiver of the carport requirement, may have on Applicant's need to comply with California state or federal laws that might apply to the construction of the Applicant's project, including but not limited to the California Prevailing Wage Law. Applicant shall bear sole responsibility for ensuring that the project is completed in compliance with all applicable laws and regulations.

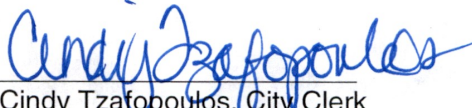
Approved at a Regular Meeting of the St. Helena City Council on March 13, 2018 by the following vote:

|                                  |            |
|----------------------------------|------------|
| <b>Mayor Galbraith:</b>          | <b>Yes</b> |
| <b>Vice Mayor White:</b>         | <b>Yes</b> |
| <b>Councilmember Dohring:</b>    | <b>Yes</b> |
| <b>Councilmember Ellsworth:</b>  | <b>Yes</b> |
| <b>Councilmember Koberstein:</b> | <b>Yes</b> |

APPROVED:

  
Peter White, Vice Mayor

ATTEST:

  
Cindy Tzafopoulos, City Clerk





Report to the City Council  
Council Meeting of March 13, 2018

**Agenda Section: New Business**

**Subject: Consideration and Direction Regarding Conceptual  
Indemnity and Defense Ordinance**

**CEQA Not a CEQA project  
Determination:**

**Prepared By:** Thomas B. Brown, City Attorney

**Reviewed By:** Noah Housh, Planning & Community Improvement Director

**Approved By:** Mark T. Prestwich, City Manager

**BACKGROUND**

In January 2017, the City Council approved the design review and demolition permit for the eight-unit multifamily residential project proposed by Joe McGrath for the property located at 632 McCorkle Street. At that time, the applicant presented the project as a purely market rate project, in which none of the eight units would be “affordable” regulated units. Staff since has determined that the project is subject to the City’s affordable housing “inclusionary” ordinance (St. Helena Municipal Code (“SHMC”) chapter 17.146), requiring either that (1) 20% of the project’s units be “affordable” for households at specified income levels, or (2) the project applicant satisfy alternative and/or in lieu fee requirements. All such fees would be added to the City’s affordable housing trust fund (“AHTF”).

Two groups challenged the City Council’s decision approving the project in Court. The Napa Superior Court entered judgment in favor of the City and Mr. McGrath, and the petitioner groups have appealed. In accordance with the terms of his project application and conditions of project approval, which the City imposes on all project applicants, Mr. McGrath has to date paid the costs of the City’s defense of the lawsuit. Mr. McGrath previously requested that the City Council relieve him of that obligation, on the ground that the project provides important workforce and infill housing in the City, and that the costs of defending the lawsuit make the project infeasible. While the City Council previously declined that request, Mr. McGrath has recently repeated the request with



specific respect to the costs of defending the appeal. Mr. McGrath has stated that the costs of the litigation have substantially impacted the feasibility of, and his ability to develop the project.

The McGrath project is an example of a project that will provide affordable units and/or fees, as well as other workforce housing units. As such, it presents an opportunity for the Council to consider whether, and if so how, to require such projects that provide affordable units (and/or in lieu affordable housing fees) should also be required to pay the City's litigation defense costs, especially with respect to appellate costs after the trial court has determined that the City's approval of the project was legally correct.

### **DISCUSSION**

Staff recommends that the City Council should consider whether, as a matter of general policy applicable to all developers, certain classes of affordable housing projects ought not be required to assume the costs of any or all of the City's litigation costs, either ever or under certain defined circumstances. For example, the Council may believe that while the City ought not be required to pay the costs of defending "market rate" residential projects, especially larger projects, the same may not be true for some smaller (20 units or less) multifamily projects providing some affordable units and/or in lieu fees, either voluntarily or as required by the City's inclusionary ordinance, Section 17.146.050. Similarly, while Council might believe as a matter of policy that the project developer should pay defense costs in the initial trial court proceedings, the same may not be the case after the trial court has ruled in favor of the correctness of the project's approval.

To initiate a conversation as to consideration of a possible preferred policy, staff has prepared the attached draft ordinance. (**Attachment A.**) The draft ordinance would amend the zoning ordinance to provide, as a matter of general applicability, that the obligation to pay the City's litigation defense costs on appeal would not apply to smaller residential development projects (20 units or less) satisfying the City's inclusionary ordinance where the trial court has entered judgment upholding the City's decision approving the project. Because the ordinance would amend the zoning ordinance, it would require Planning Commission review.

[1] It is important to bear in mind that the City's standard obligation is one that requires both defense and indemnity. The latter indemnity requirement is different from the defense obligation, and protects the City against any award of damages or attorney's fees that might be awarded were a court to rule against the City. Staff does not recommend relieving applicants of that indemnity obligation, as the attached ordinance makes clear.

### **FISCAL IMPACT**

There is no direct fiscal impact. First, until the Planning Commission makes its recommendation, it is unclear what the ordinance will apply to or require. Even if the Planning Commission adopts the sample ordinance verbatim, it is impossible to predict the instances in the future in which that ordinance would apply, and in any event it would only apply to appeal costs for the relatively narrow class of projects specified.

**RECOMMENDED ACTION**

Staff recommends that the City Council accept public input and provide direction to staff with respect to the policy issue (and draft ordinance) whether to relieve project applicants who satisfy the City's inclusionary ordinance from any or all of the costs of defending a lawsuit challenging the City Council's approval of a project, perhaps especially with respect to appellate costs after a trial court has determined that the approval was legally correct.

**ATTACHMENTS**

[Attachment A](#)

Attachment A

**EXHIBIT A****Section 17.08.060  
Administrative Procedures****17.08.060 Authority of final decision-making body. Conditions of approval.**

A. In considering an application for a permit or other discretionary approval authorized by this title, the final decision-making body may approve, deny or modify the application consistent with the evidence presented to it and the appropriate findings required by this title. Final decision-making bodies may require changes to applications and/or impose conditions of approval in order to affect the policies of the general plan and the purpose of this title. Such conditions include but are not limited to: dedication of land; installation of specific improvements; size, design and placement of buildings or structures; landscaping; ~~the defense and indemnity of the City in litigation challenging the approval;~~ and limitations on use and/or hours of operation. Such conditions shall be reasonably related to the use of the property for which the permit or other discretionary approval is requested. (Prior code § 27.405)

B. ~~Notwithstanding any other provision or requirement of this code, following a trial court entry of judgment upholding the City's approval of a "residential development project" (as defined in Section 17.146.020 of this code) that (1) contains 20 or fewer units, and (2) satisfies the requirements of subsections (A), (B) or (C) of Section 17.146.050 of this code, the applicant shall be relieved of the obligation to pay the City's defense costs on appeal. The provisions of this subsection are not intended and shall not be deemed to relieve the residential development project applicant of: the requirement or condition to pay trial court litigation defense costs incurred prior to entry of judgment upholding the City's approval of the project; or any other indemnity requirement or condition, including without limitation a requirement or condition to indemnify the City from and against any damages, costs and/or attorney's fees should the City's approval of the residential development project be reversed.~~



1901 Harrison Street - Suite 900  
Oakland, California 94612-3501  
voice 510.273.8780 - fax 510.839.9104  
www.bwslaw.com

Direct No.: 510.903.8840  
Our File No.: 05829.0001  
tbrown@bwslaw.com

May 15, 2018

**BY FIRST CLASS MAIL AND FACSIMILE TO (916) 928-3196**

Office of the Director – Legal  
Attn.: Gary O'Mara, Esq.  
Department of Industrial Relations  
160 Promenade Circle, Suite 330  
Sacramento, California 95834

Re: Request For Coverage Determination Regarding Ordinance Giving The St. Helena City Council The Discretion To Relieve Residential Housing Projects Of The Obligation, Imposed As A Condition Of Project Approval, To Pay The City's Appellate Litigation Defense Costs.

Dear Mr. O'Mara:

This law firm provides City Attorney services to the City of St. Helena ("City"). The City is cognizant of the fact that under California's Prevailing Wage Law ("PWL"), construction work that is determined under the statute to be paid for in whole or in part out of public funds triggers compliance with PWL, unless the work or project falls within one of the statutory safe harbors. The City desires to foster the development of very low-, low- and moderate-income housing in the City, in part by reducing housing project costs. Given the foregoing, the City seeks DIR's determination on the questions set forth in Section B below.

**A. Factual Background**

**1. City Approval Of A Private, Multi-Family Residential (McGrath") Project.**

The City is a general law city, and has never had either a redevelopment agency (and thus no successor agency) or a housing authority. The City has adopted a goal and accompanying strategic objectives to "Stabilize, Maintain and Improve Access to Housing."

In 2016, Joe McGrath ("McGrath") sought City Planning Commission approval for a demolition permit and design review to construct an eight-unit multifamily



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residential project on private property at 632 McCorkle Avenue in the City ("Project"). McGrath is a private developer, who purchased the property from a private third party. The Project receives no funding from any public source and is not built under contract with any public entity.

Following a public hearing, the Planning Commission approved the Project in December 2016. That approval was appealed to the City Council and in January 2017, the City Council upheld the Planning Commission decision. On the Project application, McGrath agreed to the City's standard requirement that he pay the City's litigation defense costs in any lawsuit challenging the City Council's approval of his Project. That obligation and agreement was imposed as a condition in the City Council's resolution denying the appeal, a copy of which is attached as **Attachment 1**.<sup>1</sup>

In 2017, two groups filed a legal challenge to the City Council's decision approving the Project ("Lawsuit"). Following trial, the Napa Superior Court entered judgment in favor of the City and McGrath. The petitioner groups have appealed and the appeal is pending. In accordance with the terms of his Project application and the conditions of the City resolution approving the Project, to date McGrath has paid the costs of the City's defense of the Lawsuit.

In late 2017, prior to the issuance of a building permit, City staff determined that the Project is subject to the City's affordable housing "inclusionary" ordinance (St. Helena Municipal Code chapter 17.146) ("Inclusionary Ordinance"). The Inclusionary Ordinance provides that (1) 20% of the dwelling units in a residential development project must be "affordable" for households at specified income levels, or (2) subject to City Council approval, the applicant may satisfy the inclusionary requirement through an alternative equivalent proposal or payment of an in lieu fee.

McGrath proposed to comply with the Inclusionary Ordinance through an alternative equivalent proposal; he proposed to designate and deed restrict two dwelling units at an existing multi-family building that he owns that is located in the City. The justification for the request was that the Project was not financially feasible due to the combination of decreased pro forma rents from affordable units at the Project and increased costs, principally the City-imposed defense and indemnity costs related to the Lawsuit which had exceeded \$100,000 by that time. The City engaged a financial consultant – the Kosmont Group – to review the Project pro formas and provide the City

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<sup>1</sup> Like many California cities, the City's policy and practice has been to require the developers of private land use projects to pay any trial court and appellate litigation costs incurred by the City in defending lawsuits by third parties challenging the City's approval of such projects.



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Council with an opinion regarding Project feasibility. The Kosmont Group determined that the Project was financially infeasible due to the imposition of the litigation defense obligation and the decrease in pro forma rents that would be a consequence of designating two affordable dwelling units at the Project.

The City Council reviewed and endorsed the Kosmont Group's conclusion at a public meeting, thereby approving the alternative equivalent proposal and bringing the Project into compliance with the Inclusionary Ordinance. Pursuant to section 17.146.050(F)(2)(b) of the Inclusionary Ordinance, the City Council then also considered and waived the City standard that requires covered parking, finding that covered parking was not required by either building or safety codes and in this instance it had a direct and detrimental impact on Project costs.

## **2. McGrath's Repeated Requests For Relief From The Defense and Indemnity Requirement.**

After the Lawsuit was filed and again following judgment in favor of the City, McGrath requested that the City Council relieve him of the entire litigation defense obligation, on the grounds that the Project provides needed housing in the City, and that the costs of defending the Lawsuit made the Project infeasible. The City Council took no immediate action on these requests.

McGrath renewed his request to be relieved of the defense and indemnity obligation at the appellate level after City staff determined the project was subject to the requirements of the Inclusionary Ordinance. Having found the Project to be an example of an infill development that will provide affordable units, as well as other workforce housing units that are needed in the City, and out of concern over the detrimental impact of litigation costs on the financial feasibility of housing in general and the Project in particular, the City Council directed our office to draft an ordinance for review and potential adoption.

The proposed ordinance would grant the City Council discretion, on a case-by-case basis, to relieve qualifying affordable residential development projects from the otherwise generally-applicable requirement that developments receiving land use permits defend and indemnify the City against litigation challenging approval of the permits. If granted, the relief would apply only to the City's costs on appeal for matters in which the trial court upheld the City's approval. In this way, only projects that both advance the goals of affordable housing and survive scrutiny at the trial court level will be subject to the potential waiver of additional costs.





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Specifically, to qualify a project must be a residential development that satisfies the requirements of the Inclusionary Ordinance. The project applicant for any qualifying project would still be required to pay the City's costs at the trial court level, would still have to pay all of its own costs both at trial and on appeal, and would still bear the responsibility to indemnify the City if the appellate court reversed the trial court's judgment.

The primary goal of the City in adopting the ordinance is to encourage the development of affordable housing consistent with the State's clear goals and mandates for the same.<sup>2</sup> Funding for affordable housing has been severely curtailed in California, and local agencies seeking to promote affordable housing are left with very few means to do so.

The City Council desires not only to aid the current Project and future qualifying projects, it also wishes to create a framework to avoid the recurrence of this issue by granting the City Council the express right to relieve residential developers of the City's defense costs on appeal under specified circumstances. Prior to proceeding with review and adoption of any ordinance, the City Council has directed the City Attorney to file this request with the DIR for a determination with respect to PWL issues that may arise from this ordinance and its application to the Project. We attach hereto a draft ordinance that would grant this discretion for the class of projects described therein.<sup>3</sup> (**Attachment 2.**)

#### **B. Questions For DIR Determination.**

The City requests a determination from the DIR on the following issues:

1. Generally, and also as applied to the Project, would City Council application of the proposed discretionary ordinance result in a finding of payment of project costs in whole or in part out of public funds and thus the creation of a "public work" under Labor Code sections 1720(a-b)?

<sup>2</sup> The development of affordable housing in the City is consistent with the State's clear goals and mandates to encourage the same. See, e.g., the Housing Authorities Law (Health & Safety Code §§ 34200 et seq.), the Marks-Foran Residential Rehabilitation Act of 1973 (Health & Safety Code §§ 37910 et seq.), and a variety of incentives and reforms designed to facilitate affordable housing, including but not limited to restrictions on disapproval of housing developments (Gov't Code § 65589.5), density bonus law (Gov't Code § 65915), accessory dwelling unit requirements (Gov't Code § 65852.2), reduced time for action on affordable housing applications under the approval of development permits process (Gov't Code §§ 65950 et seq.) limiting moratoriums on multifamily housing (Gov't Code § 65858), the very short limitations period applicable to litigation challenging housing decisions (Gov't Code § 65009), and portions of the California Fair Employment and Housing Act (Gov't Code §§ 12900 et seq.).

<sup>3</sup> The City Council has not yet adopted this draft.



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2. If the discretionary ordinance results in the creation of a "public work," does the Project nonetheless fall within the safe harbor exemption for "[p]rivate residential projects built on private property" found in Labor Code section 1720(c)(1)?

**C. Discussion.**

**1. As Determined In The *South Gate* Ruling, The McGrath Project Is Exempt From The PWL Under Labor Code § 1720(c)(1).**

The City views the Project, and most projects that would benefit from the proposed ordinance, to be exempt from PWL coverage pursuant to California Labor Code section 1720(c)(1). That section provides the following exemption to the definition of "public works" for purposes of the PWL:

"Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, a redevelopment agency, a successor agency to a redevelopment agency when acting in that capacity, or a local public housing authority."

The Project falls squarely within section 1720(c)(1). It is purely residential, will be built on private land by private contractors, and will not be subject to any agreement with an agency of the State of California, a redevelopment agency, a successor agency to a redevelopment agency, or a local public housing authority.

We are aware of the Los Angeles County Superior Court's ruling in the 2016 case involving South Gate Senior Villas and your office. *South Gate Senior Villas, L.P. v California Department of Industrial Relations, et al.* (Los Angeles Superior Court Case No. BS152917) a copy of which is attached as **Attachment 3**. There, as you know, the Court ruled that the section 1720(c)(1) safe harbor exemption applies even where there has been public funding of an otherwise-private project. Although a trial court decision, we believe the court's ruling on the section 1720(c)(1) exemption in *South Gate* is rational and persuasive, was correctly decided on the facts presented in the case and applies with equal force to the facts regarding the Project that are present here.



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**2. Even If “Retroactive” Application Of The Ordinance To The Project, Or The Fact That The Project Was The Chief Impetus For The Proposed Ordinance Leads To Finding A Public Work Under § 1720(b), The Project Falls Squarely Within The Safe Harbor Of § 1720(c)(1) And Therefore Is Exempt From PWL.**

The Project served as the chief impetus for the proposed ordinance, which the City Council thus intends to apply “retroactively” to the Project. To achieve that end, the proposed ordinance by its terms was written to apply broadly to all qualifying projects. It is not limited by its terms to apply only prospectively. The DIR should assume that the City Council’s intent in adopting the ordinance, as reflected by the draft ordinance’s own terms, would be for it to apply to both pending and future projects, including but not limited to the Project that served as the principal impetus for the ordinance.

These facts do not alter the conclusion that the Project is exempt under section 1720(c)(1). The exemption created by that section applies by virtue of the Project’s private nature and lack of agreement with specified entities.

**D. Conclusion**

In order to ensure that the proposed ordinance does not create unintended financial burdens for developers of affordable housing generally, and the Project specifically, the City seeks a determination that, if enacted substantially as provided to DIR in the attached document, the Council’s exercise of its discretion under the ordinance to relieve McGrath or subsequent developers of the obligation to pay the City’s appellate defense costs will not cause the project to be subject to PWL.

We appreciate your assistance. Should you have any further questions regarding this matter you may contact the undersigned at (510) 903-8840.

Very truly yours,

Thomas B. Brown  
City Attorney

TBB:tlb  
Attachments

OAK #4827-2127-7030 v2

**- Attachment 1 -**

BURKE, WILLIAMS &  
SORENSEN, LLP  
ATTORNEYS AT LAW  
OAKLAND

**CITY OF ST. HELENA**

**RESOLUTION NO. 2017-9**

**DENIAL OF AN APPEAL TO A PLANNING COMMISSION DECISION TO APPROVE A DEMOLITION PERMIT AND DESIGN REVIEW TO DEMOLISH AN EXISTING SINGLE-FAMILY HOME IN ORDER TO CONSTRUCT AN 8 UNIT MULTI-FAMILY DWELLING ON THE PROPERTY LOCATED AT 632 MCCORKLE AVENUE IN THE HR: HIGH DENSITY RESIDENTIAL DISTRICT. (PL16-007) APPROVAL OF DEMOLITION PERMIT AND DESIGN REVIEW. ADOPTION OF FINDINGS IN SUPPORT.**

**PROPERTY OWNER:** Joe McGrath

**APN:** 009-502-004

**RECITALS**

1. The applicant submitted an application for a demolition permit and design review in order to demolish an existing single-family home and construct an 8 unit multi-family dwelling on the property located at 632 McCorkle Avenue in the HR: High Density Residential district.
2. Multiple-family dwellings, apartments and dwelling groups consistent with density requirements are permitted uses in the HR district.
3. At the conclusion of the public hearing on December 6, 2016, having considered the record of the proceedings before it, the written evidence submitted prior to the close of the public hearing, and the testimony and other evidence submitted at the aforementioned public hearing, having deliberated the matter, and having adopted findings in support of its decision, the Planning Commission approved the demolition permit and design review application.
4. The appellants, McCorkle Eastside Neighborhood Group, St. Helena Residents For An Equitable General Plan, and David and Victoria Bradshaw ("Appellants"), filed a timely appeal of the Planning Commission decision to the City Council.
5. The City Council considered the Appellant's appeal at a duly noticed public hearing on January 24, 2017. The City Council, after reviewing the materials, testimony and evidence provided from the Planning Commission Public Hearing, as well as the record of the proceedings before the City Council, the written evidence submitted for the Council Public Hearing, and the testimony and other evidence submitted at the Council Public Hearing, voted to deny Appellants' appeal and thereby uphold the decision of the Planning Commission approving the demolition permit and design review application, including without limitation the Planning Commission resolution and list of standard conditions.

**RESOLUTION**

The City Council of the City of St. Helena, State of California, hereby denies the appeal of the Planning Commission's decision to approve a Demolition Permit and Design Review

to demolish an existing single-family home in order to construct an 8 unit multi-family dwelling on the property located at 632 McCorkle Avenue in the HR: High Density Residential district on the following basis:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Compliance with CEQA. The City Council further finds that the project is categorically exempt from CEQA pursuant to Section 15332, which exempts in-fill development projects.
3. Findings.

**A. Findings In Support Of Demolition Permit:** In approving the demolition permit as provided in St. Helena Municipal Code ("SHMC") Section 17.164.050(E), the City Council finds as follows:

1. *That based on the public record and testimony presented at a public hearing, the buildings proposed for demolition are determined not to be significant architectural or historical buildings given the age of construction, deteriorated condition of the structures, standard design and construction methodology and lack of inclusion of the City's Historical Resources Master List; and the Charter Oaks District within which the project is located has not itself been listed as an area-wide historical resource or comprehensive historical district, nor has the City created a Historic Preservation Overlay Zoning District covering the Charter Oaks District or the project site. And while four homes in the project vicinity have been listed as historical resources, none are adjacent to the project site.*

and

2. *That the demolition of these structures does not eliminate elements that are required to maintain the essential character of the neighborhood in that the existing structures are in a dilapidated condition, do not contribute to the historic character of the neighborhood and that the neighborhood is a mix of single-family and multi-family housing units, and the proposed project incorporates various materials consistent with the pattern and character of many of the City's older and historic homes such as board and batten siding, gabled roof lines and a corrugated metal roof.*

**B. Findings In Support Of Design Review:** In approving the design review as provided in the design review criteria set forth in SHMC Section 17.164.030, the City Council finds that the project demonstrates the following:

1. *Consistency and compatibility with applicable elements of the general plan in that a multi-family building is being constructed in the High Density Residential district;*
2. *Compatibility of design with the immediate environment of the site is supported in that modern building materials and design features (such as board and batten siding, gabled roof lines and metal roofing), which are consistent with the nearby historic properties and overall Charter Oaks District, will be used in project construction;*



3. *Relationship of the design to the site is found to be consistent in that the project meets all required development criteria (including setbacks, building orientation and height limitations), was designed by an architect and is considerate of the unique characteristics of the site including its location within the Charter Oaks District and in a high-density land use designation across from properties developed with single family homes;*
4. *Determination that the design is compatible in areas considered by the board as having a unified design or historical character is found as the project is a residential structure developed to meet the criteria of the zoning district, incorporates historic elements into the property and design and no specific unifying design elements have been formally identified in this neighborhood; further, while there are four (4) homes on McCorkle Avenue listed on the City's Historic Resources Master List, McCorkle Avenue is a mix of single-family and multi-family homes constructed in a variety of time periods and in various styles and is without a formally identified unified design character. Furthermore, the project site itself is not an identified/listed historic resource and construction and operation of the proposed project will not negatively impact any listed historic properties; Furthermore, the Charter Oaks District within which the project is located has not itself been listed as an area-wide historical resource or comprehensive historical district, nor has the City created a Historic Preservation Overlay Zoning District covering the Charter Oaks District or the project site. And while four (4) homes in the project vicinity have been listed as historical resources, none are adjacent to the project site.*
5. *That the design promotes harmonious transition in scale and character in areas between different designated land use is found in that the project is located in a high density residential zoning district across from a medium density residentially designated properties with varying densities and scales and that the project is consistent with said zoning districts and established neighborhood character in design features and building scale;*
6. *Compatibility with future construction both on and off the site is supported as the project is a residential structure in a residential district, providing all required infrastructure improvements and therefore development will not negatively impact future construction on or off site;*
7. *That the architectural design of structures and their materials and colors are appropriate to the function of the project is found in that the project will use construction materials and colors for residential multi-family development, which are consistent and compatible with the surrounding historic district and neighborhood context;*
8. *That the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community is found in that the site and buildings were designed to create independent living units with adequate off-street parking; covered garbage enclosures; and common recreation areas.*
9. *That the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures is found to be appropriate through the proposed building setbacks, common open space and landscaping surrounding the living and parking areas on the property;*

10. *That sufficient ancillary functions are provided to support the main functions of the project and that they are compatible with the project's design concept in that the project provides adequate off-street parking, landscaping, resident amenities and recreational areas for residents with a design that is fully compatible with the residential structure and use;*
11. *That access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles is supported based on the existing roadway network, proposed access easements, and street frontage improvements including new sidewalks.*
12. *That natural features are appropriately preserved and integrated with the project is found in that this is an infill project preserving as many native oak trees as possible and all development is in previously developed and/or disturbed areas of the property;*
13. *That the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and that they are compatible with the adjacent and neighboring structure and functions is supported in that the project will use construction materials and colors for residential development while also being compatible with the pattern and character of the surrounding Charter Oaks District and immediate residential neighborhood;*
14. *In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character is found as a residential structure will be constructed in a residentially zoned parcel where the approved use is permitted by-right, and while there are four (4) homes on McCorkle Avenue listed on the City's Historic Resources Master List, McCorkle Avenue is a mix of single-family and multi-family homes constructed in different time periods and in various styles and has not been formally determined to express a unified design character. Furthermore, the project site itself is not an identified listed historic resource and construction and operation of the proposed project will not negatively impact any listed historic properties; Furthermore, the Charter Oaks District within which the project is located has not itself been listed as an area-wide historical resource or comprehensive historical district, nor has the City created a Historic Preservation Overlay Zoning District covering the Charter Oaks District or the project site. And while four homes in the project vicinity have been listed as historical resources, none are adjacent to the project site.*
15. *That the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and that the landscape concept depicts an appropriate unity with the various buildings on the site is found in that a detailed landscaping plan has been prepared, which preserves existing on-site native trees to the extent possible, provides screening and buffers between structures and hardscape and has been designed to complement the proposed buildings, surrounding properties and the site in general;*
16. *That plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena is supported based on the professionally prepared landscaping plan meeting all requirements of the Water Efficient Landscape requirements and*

*incorporating numerous species found to thrive in Mediterranean Climate types; and*

17. *sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials is found based on the efficiencies gained through the construction of new buildings and infrastructure in compliance with the requirements of the California Building Code and the City of St. Helena Municipal Code, the incorporation of solar panels into the design of the carports and the southern orientation of the buildings, including carports providing expanded shading on proposed hardscape.*

**C. Findings In Response To Arguments Raised On Appeal:** In denying the appeal and in approving the demolition permit and design review, the City Council further finds as follows:

**1. Findings In Response To Appellants' Assertion That The Project Is Inconsistent With The 1993 General Plan.**

**(a) General Finding:** The project's relationship to the City's General Plan was discussed in detail in the staff report presented to the Planning Commission at the December 6, 2016 public hearing and was attached to the staff report for the appeal. As noted in the report, the subject property has a General Plan and Zoning designation of High Density Residential (HR) and multiple-family dwellings and apartments are permitted uses by right in the HR district. In addition, the St. Helena 1993 General Plan and Housing Element Update 2015-2023 Goals, Policies, and Eight-Year Action Plan include the following policies that are applicable to the proposed project:

- 2.6.4 - Permit infill development and higher densities within currently developed areas wherever possible to minimize and postpone the need for expansion of the Urban Service Area.
- 2.6.14 - Encourage a mix of housing types and price ranges to allow choice for current and future generations of St. Helenans.
- HE1.4 - Address workforce housing needs by supporting an improved jobs/housing "match."
- HE1.5 - Encourage innovative housing types and designs.
- HE2.1 - Encourage higher density development where appropriate.
- HE2.2 - Ensure that higher density housing opportunity sites are not lost to lower density uses.
- HE2.5 - Allow conversion of single-family homes to multi-unit dwellings.
- HE2.6 - Promote a balance of types of housing throughout the whole community.

**(b) Specific Findings In Response To Appellants' Assertions That The Project Is Inconsistent With The General Plan:**

**(i) The Project Is Consistent With Safety Element Policy 8.5.2**

1. The Council rejects appellant's argument that the Planning Commission gave little or no consideration to the fact that the property in question is contaminated, that contamination may have migrated to adjacent properties and/or entered the ground water, and that the project is inconsistent with General Plan Safety Element Policy 8.5.2.
2. Because the project is a permitted use, the City's sole discretion is under the design review ordinance. The City's design review discretion is limited to design issues stated in the ordinance, and the City thus has no discretion to address use-related issues such as remediation of contamination.
3. The Napa County Environmental Health Department (EHD) serves as the Certified Unified Program Agency (CUPA) for all cities and areas of Napa County and thus is the lead agency for and has both the jurisdiction and expertise to oversee and ensure proper remediation of contaminated properties.
4. Appellants' argument ignores and misreads the purpose of Policy 8.5.2. Policy 8.5.2 is found in a section of the General Plan relating primarily to the circulation of emergency vehicles, and the transportation of hazardous materials in trucks. That section says nothing about land use projects on sites with contamination, nor does it impose on the City any standards for addressing such applications.
5. The argument also disregards the consideration that the staff and the applicant have given to the site's contamination, and to the beneficial effect the project will have on the remediation of the site's contamination. If the project moves forward, the applicant will be required to remediate to the satisfaction of the Napa County Environmental Health Department (EHD).
6. Soil contamination on the subject parcel was discussed extensively in both the December 6, 2016 staff report and at the public hearing on the same day. In relation to Public Health and Safety Element Policy 8.5.2 from the 1993 General Plan, the proposed project will not use, store, manufacture, or transport hazardous materials outside of common products used during project construction. Soil contamination present on the project site is from historical uses on the site and is not the result of any actions taken by the project proponent. Denying the proposed project would not change the existing condition of the project site and could result in the site remaining in its currently contaminated condition.
7. Contrary to the appellants' assertion, there is no evidence that the soil contamination has migrated off of the project site or reached any ground water; rather, the professional characterization of the contamination (accomplished by soil sampling and analysis on the project site) concluded that the contaminants are limited to the shallow subsurface of a discrete area at the project site and do not extend vertically to the soil samples taken 18-24 inches below the surface. Further, contrary to appellants' claim that contaminants from the project site may have migrated to private or public water wells, appellants offer no evidence that Paul Skinner's private well water is contaminated and none of the regular quarterly water quality reports from the City well located approximately 900 yards support this claim.

8. As detailed in the December 6, 2016 staff report and resolution, although the City lacks jurisdiction to impose remediation conditions, the project will remediate any soil contamination on site to the satisfaction of the Napa County Environmental Health Department (EHD) as a component of the development process. This is further supported by the Remediation Action Agreement (RAA) entered into between the applicant and the Napa County EHD in lieu of an enforcement order.
9. In short, remediation of the site is more likely if the project is approved than if it is denied, and will be overseen by EHD. Contrary to the appellants' claim, it is EHD's obligation, as the CUPA for all cities and areas of Napa County, to ensure the site is cleaned up. To his credit, the applicant took measures to characterize the type and extent of the contamination and voluntarily approached EHD and agreed to remediate the project site to EHD's satisfaction. There is nothing in the General Plan or any other law that supports appellants' argument that it is the City's obligation to ensure the site is cleaned up.
10. Finally, the Council finds that the December 19th letter from Paul Skinner (attached to the appeal letter) regarding the meeting Mr. Skinner asserts he had with EHD is misleading in implying that the additional soil testing Mr. Skinner says EHD desires is not currently planned for/required. In fact, the remediation plan dated Oct 28, 2016, required by the RAA between EHD and the applicant, already requires the testing Mr. Skinner alludes to in the confirmation soil sample collection and analysis procedures included in the remediation plan to ensure and demonstrate that all remediation conducted is effective, and that no constituents above the applicable San Francisco Bay Regional Water Quality Control Board's environmental screening levels remain, and that if they do, additional remediation will be required until these standards are achieved.
11. With respect to Mr. Skinner, the Council further disagrees with the appellants' claim that the Planning Commission cut short Mr. Skinner's presentation during the December 6th hearing. In fact, during his oral testimony Mr. Skinner far exceeded the time allotted him and all other speakers. Over the objection of the project applicant, the chair of the Planning Commission respectfully allowed him to continue speaking well beyond the time generally allotted to other speakers.

**(ii) The Project Is Consistent With Historic Resources Element Policy 7.5.9.**

12. The Council disagrees with the argument that the project violates Policy 7.5.9, for several reasons.
13. The Charter Oaks District within which the project is located has not itself been listed as an area-wide historical resource or comprehensive historical district, nor has the City created a Historic Preservation Overlay District covering the Charter Oaks District or the project site. And while four (4) homes in the project vicinity have been listed as historical resources, none are adjacent to the project site.
14. Appellants' argument under Policy 7.5.9 seizes on but one policy out of many, and asserts that the one Policy 7.5.9 should control to the exclusion of others. The City should and does not apply its General Plan policies in such a narrow manner. Rather, the City's General Plan, like most such plans, contains many different, sometimes competing provisions and policies that the City's decision-makers are to consider, weigh and harmonize, such as the above-referenced policies requiring the City to promote in-fill, innovative design, and higher density development to minimize sprawl and postpone the need to expand the Urban Service Area. The

Council finds that staff has provided the correct and appropriate analysis of these different, competing provisions and policies to the Planning Commission and to the City Council, and the Council adopts that analysis.

15. Appellants' argument incorrectly assumes that the plainly subjective concept of "compatibility of character," as used in Policy 7.5.9, is the same as compatibility of design, and must necessarily be applied to require the project's denial here simply because its design does not repeat or mimic the other historic homes in the vicinity. The Council agrees and finds that Policy 7.5.9 by its terms allows broader flexibility, and that ample evidence supports a finding of compatibility of character here.
16. To the extent it applies the project is consistent with Policy 7.5.9. While there are four (4) homes on McCorkle Avenue listed on the City's Historic Resources Master List, the Charter Oaks District/area is not a listed/ recognized comprehensive historic resource.
17. Indeed, McCorkle Avenue is a mix of single-family and multi-family homes constructed in different time periods and in various styles and has not been identified as having a unified design character by the Planning Commission.
18. Furthermore, neither the project site itself nor any of the adjacent properties are identified or listed historic resources and neither construction nor operation of the proposed project will directly or indirectly negatively impact any of the listed historic properties in the vicinity.
19. Moreover, the project was designed so that it appears from the street/front like a single family home so that its appearance and character are more in line with the single-family homes that predominate in the area, and will incorporate various materials consistent with many of the City's older and historic homes such as board and batten siding, gabled roof lines and a corrugated metal roof.
20. Although the Charter Oaks District discussion was omitted from the staff report presented to the Planning Commission, this information was presented to, and considered by the Planning Commission at the December 6, 2016 public hearing on the project.

**(iii) The Project Is Consistent With General Plan Policy 8.5.7.**

1. General Plan Policy 8.5.7 states: Ensure all streets and roads are adequate in terms of width, turning radius, and grade to facilitate access by City Firefighting apparatus, and to provide alternative emergency ingress and egress.
2. The Council disagrees with the argument that the project violates Policy 8.5.7 for several reasons.
3. The argument again disregards that because this project is a permitted use, issues of traffic, access etc. are beyond the City's limited design review jurisdiction.
4. Despite the limited scope of the City's design review, the Council finds and agrees with staff that staff nevertheless reviewed the project carefully, and found no deficiencies in the street width, turning radius or grade were found through the review of the proposed project design.
5. In addition to the traffic study prepared for the proposed project (attached to the December 6, 2016 Planning Commission report below), the proposed project was



reviewed by the Public Works Department and Fire Department for compliance with required code and safety requirements and was found to be compliant.

6. While individual parcels may extend to what is the centerline of McCorkle Avenue, the City has right-of-way for the future widening of the street in accordance with the General Plan and McCorkle Avenue is a City maintained street.
7. As development occurs on McCorkle, developers will be required to make improvements in accordance with City standards.
8. Further, the project proposes improvements in accordance with such generally applicable City standards in that it provides all required parking, fire access and turnaround and hydrant facilities and frontage improvements on-site.
9. Similarly, the project proposes that all stormwater will be collected, treated and infiltrated on-site (via roofs, gutters, curbs, permeable paving, vegetated swales and bio-filtration pond).

**2. Findings That The Project Is Exempt From CEQA And No EIR Is Required For The Project.**

1. Based on the required analysis under the California Environmental Quality Act (CEQA), the Council finds that the project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15332.
2. Section 15332's Class 32 exemption applies to in-fill development projects which meet the conditions described below. As demonstrated in the staff report, this project satisfies all of the elements of the Class 32 in-fill exemption and the Planning Commission correctly found that the project met all criteria of the Class 32 Infill exemption and was therefore exempt from CEQA under Section 15332.
3. To qualify for the Class 32 exemption, a project must: (a) be consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
4. The subject property has a General Plan and Zoning designation of High Density Residential (HR). This district provides for single-family and multifamily residential units, group quarters and other compatible uses. Multiple-family dwellings, apartments and dwelling groups consistent with density requirements are permitted uses by right in the HR district, and the proposed project complies with all of the HR district's development standards concerning density, lot coverage, height, setbacks and lot width. Though the appellants claim the project does not meet this element of the exemption, based on their argument that the project is inconsistent with General Plan Safety Element Policies 8.5.2 and 8.5.7 and Historic Resources Element Policy 7.5.9, the Council finds that that argument is incorrect, as the Council previously has found and discussed above. Contrary to appellants' argument, the Council finds the project is consistent with all three policies to the extent they apply here.
5. To qualify for the Class 32 exemption, a project must also: (b) occur within city limits on a project site of no more than five acres substantially surrounded by urban uses.
6. The project satisfies this condition as the project site is approximately ½ acre in size; located within the city limits; surrounded by developed properties; and within

the urban limit line. The appellant does not assert that the project fails to meet this element of the exemption.

7. To qualify for the Class 32 exemption, a project must also: (c) have no value as habitat for endangered, rare or threatened species.
8. As discussed in the supporting Biological Assessment, no such habitat exists on the project site. The appellant does not assert that the project fails to meet this element of the exemption.
9. To qualify for the Class 32 exemption, a project must also: (d) not result in any significant effects relating to traffic, noise, air quality, or water quality.
10. As discussed below and in the supporting Traffic Study and Biological Assessment, the project will not result in any such impacts. Based only on speculation and without providing any substantial evidence, the appellants claim the project will result in significant traffic, noise, air quality and water quality impacts. The Council finds otherwise.
11. As demonstrated in the Traffic Study, all of the study intersections will continue to operate at acceptable levels of service with traffic from the proposed project, and no cumulative traffic impacts will result from the combination of existing traffic, project traffic and traffic from other approved projects (including the Brenkle Court, Redmond Winery and Saint Helena Custom Crush projects).
12. The appellants' alleged circulation impacts on McCorkle are unsupported and without merit as the project is designed to accommodate all temporary construction activity and future resident parking/delivery needs on-site. In addition, this argument again ignores that because this project is a permitted use, the City's discretionary jurisdiction over the project is limited to design-related issues. CEQA does not grant the City authority to exercise discretion over issues beyond those allowed under the City's applicable ordinance(s).
13. To qualify for the Class 32 exemption, a project must also: (e) be adequately served by all required utilities and public services.
14. The project will connect to and be served by existing city services including water, sewer, electricity, garbage, etc.
15. Again, based only on speculation and without providing any substantial evidence, the appellants claim the project will not be adequately served by all required utilities and services. The Council finds otherwise. Staff demonstrated that the project site will connect to and be served by all required utilities and services. Appellants' do not cite any such utility or service that is not currently or will not be provided to the site should the proposed project be approved.
16. In addition, contrary to the appellants' assertions, other than for ingress and egress the project does not propose to use let alone overburden McCorkle Avenue. Rather, as noted above and shown on the proposed plans, the project is designed to accommodate all resident parking/deliveries, fire access/turnaround/hydrant, and stormwater collection/treatment/infiltration on-site.
17. The CEQA exemption determination is also consistent with the City's limited discretion to consider or address potential impacts associated with the project's proposed residential land use. Multi-family residential land uses are permitted by right in the HR District. Thus, in the context of this design review approval, the

Planning Commission's authority/discretion is limited to (design related) concerns stemming from the only discretionary actions required for project approval. The City Council's discretion on appeal is similarly limited. Section 17.164.010 of the Zoning Ordinance expressly restricts the Planning Commission's and City Council's discretion during design review to the general form, spatial relationships and appearances of the project's proposed design, and Section 17.164.040C expressly precludes the Planning Commission and City Council from disapproving a proposal for non-design-related reasons.

18. Accordingly, the City's discretion, and thus scope of its CEQA review, is limited to design issues such as scale, orientation, bulk, mass, materials and colors, and it has no authority or ability to meaningfully address non-design related issues or impacts by imposing conditions of approval or mitigation measures. As an example, this limitation excludes issues or impacts related to the presence of the known soil contamination on the project site, from the City's design review discretion and scope of its CEQA review because, under the requested Design Review entitlement, the City has no discretion or authority to address such non-design related issues. The Council takes quasi-adjudicative notice of case law that has determined that, in such situations where an agency's discretion to deny or condition a particular activity is limited (such as the proposed residential land use on the project site) its approval decision is considered ministerial and CEQA does not apply or CEQA review is limited to the extent of the discretion. (See (CEQA Guidelines §§ 15002(i)(1), 15369; (*San Diego Navy Broadway Complex Coalition v. City of San Diego* (2010) 185 Cal.App.4th 924, 933-934; *Venturans for Responsible Growth v. City of San Buenaventura* (2013) 2013 WL 3093788.)
19. These CEQA regulations and court decisions focus on whether the agency has the authority under its code to shape the project to address environmental impacts. Here, under the Zoning Ordinance's design review provisions, the Planning Commission and City Council have no authority to regulate the project's residential land use or (therefore) to address non-design related issues.
20. For this reason, the Council finds and determines that the project is consistent with the Class 32 in-fill exemption and sees no aesthetic issues or impacts stemming from the project's architectural design, the project is exempt from CEQA.
21. The Council further rejects appellants' argument that the City has broader discretion, based on the assertion that the City has imposed numerous mitigation measures and conditions of approval ("COAs") on the project. Staff addressed this argument before the Planning Commission by explaining that the COAs are not conditions derived from or imposed pursuant to the design review approval, but rather simply represent a list of the standard requirements that apply to this project independently of this approval and that the applicant will need to demonstrate compliance with such standard requirements prior to the issuance of a building permit (as is the case for all building permits whether design review is required or not).
22. In addition, the Council finds that even if the CEQA exemption did not apply (as discussed above it does), and some level of CEQA review thus were required, the City would nevertheless be allowed to undertake only limited review based on design-related environmental issues, not the use-related issues asserted by the appellants' argument. The Council finds that City staff has demonstrated that the project will not result in any significant impacts, whether design-related or

otherwise, and the appellants have not provided any substantial evidence to support their claims to the contrary.

**3. Findings That McCorkle Avenue Is An Appropriate Location For High Density Housing.**

1. The Council rejects appellants' argument that McCorkle Avenue is not appropriate for high density housing.
2. The north side of McCorkle Avenue has been designated for high density residential uses since at least the 1993 General Plan.
3. Furthermore, McCorkle Avenue has access to all city services including water and sewer.
4. City staff has not identified any safety concerns with placing high density housing in the General Plan designated high density residential areas on McCorkle Avenue.
5. Further, based on commitments the City made in its current and past Housing Elements, the proposed residential land use is principally permitted in the High Density Residential zoning district. The City has no discretion to deny the project based on that consideration.

**4. Findings In Response To Appellants' Objections To The Appeal Fee And Indemnity Requirement.**

1. The decision of whether to charge an appeal fee, and in what amount, is one that has been previously made by the City Council. In making that decision, the City Council considered and weighed the competing policy issues such as whether and to what extent an appeal fee is appropriate to create incentives or disincentives for persons filing such appeals, and whether appellants should be responsible for the costs incurred by the City in processing appeals.
2. The City currently charges a \$1000 fee for most appeals. This fee is significantly less than true cost of reviewing an appeal of a Planning Commission action as it only covers a portion of the staff time required to process the appeal.
3. Appeal costs are often intentionally subsidized by governing bodies in an effort to encourage civic participation and this fee is an example of such a subsidy. A typical appeal, depending on the complexity of project, will take approximately 10-20 hours of staff time. This time includes processing the appeal application, reviewing the appeal materials and appellant's justifications, preparation of the staff report and resolution(s), answering questions from the applicant, appellant, and public, as well as preparing and making a presentation to the City Council. The \$1000 fee covers approximately 6 ½ hours of staff time at a billing rate of \$150/hr which only subsidizes a small portion of the actual staff time required.
4. For these reasons, the Council finds that the appeal fee is reasonable and appropriate here.
5. The Council agrees with staff that the indemnification language on the City's appeal application should not and does not apply to appeals of discretionary approvals.
6. For that reason, indemnity was not required of this appeal.

7. The argument arose out of the fact that "boilerplate" indemnity language was included on the City's older standard appeal form to reflect the requirement that project applicants are generally required to indemnify and defend the City against lawsuits filed in connection with project approvals. Staff intends to remove or alter that language to address this in future appeals.
4. Denial of Appeal and Approval of Demolition Permit and Design Review. Based on the foregoing, the City Council does hereby deny the appeal of the Planning Commission's decision to approve a Demolition Permit and Design Review to demolish an existing single-family home in order to construct an 8 unit multi-family dwelling on the property located at 632 McCorkle Avenue in the HR: High Density Residential district. The Council further upholds and adopts the decision of the Planning Commission, including without limitation the Planning Commission resolution and list of standard conditions, and approves the demolition permit and design review.

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2017, by the following vote:

|                           |            |
|---------------------------|------------|
| Mayor Galbraith:          | <u>Yes</u> |
| Vice Mayor White:         | <u>Yes</u> |
| Councilmember Dohring:    | <u>Yes</u> |
| Councilmember Koberstein: | <u>No</u>  |
| Councilmember Ellsworth:  | <u>No</u>  |

APPROVED:

  
Alan Galbraith, Mayor

ATTEST:

  
Cindy Black, City Clerk



**CITY OF ST. HELENA**

**RESOLUTION PC2016-047**

**DEMOLITION PERMIT AND DESIGN REVIEW NO. PL16-007  
CITY OF ST. HELENA, STATE OF CALIFORNIA  
GRANTED TO 632 McCORKLE AVENUE**

**PROPERTY OWNER:** Joe McGrath

**APN:** 009-502-004

**Recitals**

1. Request by Joe McGrath for Demolition Permit and Design Review approval to demolish an existing single-family home in order to construct an 8 unit multi-family dwelling on the property located at 632 McCorkle Avenue in the HR: High Density Residential district.
2. The Planning Commission of the City of St. Helena, State of California, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing on December 6, 2016.

**Resolution**

- A. In making the findings in this Resolution, the Planning Commission relied upon and hereby incorporates by reference all of the documents referenced in this Resolution and the associated staff reports, City files for this matter, correspondence, presentations and other materials.
- B. The Planning Commission hereby finds that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15332, which exempts projects characterized as in-fill development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services.
- C. As provided in Municipal Code Section 17.164.050(E), the Planning Commission finds that the demolition permit can be supported based on the following findings:
  1. *That based on the public record and testimony presented at a public hearing, the buildings are determined not to be significant architectural or historical buildings given the age of construction, deteriorated condition of the structures, and lack of inclusion of the City's Historical Resources Master List; and*
  2. *That the demolition does not eliminate elements that are required to maintain the essential character of the neighborhood in that the existing structures are in a dilapidated condition and that the neighborhood is a mix of single-family and multi-family housing units.*

632 McCorkle Avenue  
Demolition Permit and Design Review  
December 6, 2016



D. In accordance with the design review criteria identified in Municipal Code Section 17.164.030, the Planning Commission finds that the project demonstrates the following:

1. *Consistency and compatibility with applicable elements of the general plan in that a multi-family building is being constructed in the High Density Residential district;*
2. *Compatibility of design with the immediate environment of the site is supported in that modern building materials will be used in project construction typical of newly constructed residential buildings;*
3. *Relationship of the design to the site is found to be consistent in that the project was designed by a licensed architect in consideration of the unique characteristics of the site;*
4. *Determination that the design is compatible in areas considered by the board as having a unified design or historical character is found as a residential structure will be constructed in a residential area and that there are no historic elements of the property or design;*
5. *That the design promotes harmonious transition in scale and character in areas between different designated land use is found in that the project is located in a residentially zoned district with varying densities and scales and that the project is consistent with said district and character;*
6. *Compatibility with future construction both on and off the site is supported as the project is a residential structure in a residential district that will not negatively impact future construction on or off site;*
7. *That the architectural design of structures and their materials and colors are appropriate to the function of the project is supported in that the project will use common construction materials and colors for residential development;*
8. *That the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community is found in that the site and buildings were designed to create independent living units with adequate off-street parking; covered garbage enclosures; and common recreation areas.*
9. *That the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures is found to be appropriate through the common open space and landscaping surrounding the living and parking areas on the property;*
10. *That sufficient ancillary functions are provided to support the main functions of the project and that they are compatible with the project's design concept in that the project provides adequate off-street parking and recreational areas for residents with a design that is fully compatible with the residential structure;*
11. *That access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles is supported based on the existing roadway*

*network, proposed access easements, and street frontage improvements including new sidewalks.*

- 12. That natural features are appropriately preserved and integrated with the project is found in that this is an infill project and all development is in previously developed and/or disturbed areas of the property;*
- 13. That the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and that they are compatible with the adjacent and neighboring structure and functions is supported in that the project will use common construction materials and colors for residential development and that the project is compatible with the character of the residential area;*
- 14. In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character is found as a residential structure will be constructed in a residential area and that there are no historic elements of the property or design;*
- 15. That the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create a desirable and functional environment and that the landscape concept depicts an appropriate unity with the various buildings on the site is found in that a detailed landscaping plan has been prepared and designed to complement the proposed buildings and site in general;*
- 16. That plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena is supported based on the professionally prepared landscaping plan; and*
- 17. That sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials is found based on the efficiencies gained through the construction of new buildings and infrastructure in compliance with the requirements of the California Building Code and the City of St. Helena Municipal Code.*

#### **Planning Department Conditions of Approval**

- E. The Planning Commission approves the demolition permit and design review for the above-described project with the following conditions of approval. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.
  1. The project shall be in conformance with all city ordinances, rules, regulations and policies in effect at the time of issuance of a building permit.
  2. These approvals shall be vested within one (1) year from the date of final action. A building permit for the use allowed under this approval shall have been obtained within one (1) year from the effective date of this action or the approval shall expire, provided

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however that the approval may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.130, Extension of Permits and Approvals. Any request for an extension of this approval shall be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.

3. The approvals shall not become effective until fourteen (14) calendar days after approval, providing that the action is not appealed by the City Council or any other interested party within that 14-day period.
4. All required fees, including planning fees, development impact fees, residential in-lieu housing fees, building fees, toilet retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of a building permit. Fees shall be those in effect at the time of the issuance of the building permit.
5. In any action or proceeding to attack, challenge, invalidate, set aside, void or annul the City's approval of applicant's Project, in whole or in part, applicant shall defend, at its own expense and without any cost to the City, and with counsel acceptable to the City, and shall fully and completely indemnify and hold the City, its agents, officers, and employees harmless from and against any and all claims, causes of action, damages, costs, attorney's fees and liability of any kind, so long as the City reasonably promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
6. Provided they are in general compliance with this approval, minor modifications may be approved by the Planning Director.
7. Pursuant to St. Helena Municipal Code Section 17.08.110, this permit shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
8. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The property owners or their designee shall be responsible for meeting with the Building Official, Fire Inspector and or Public Works Department to review compliance with Building Codes, Fire Codes and specific Public Works Standards including fire protection systems and any applicable accessibility standards of Title 24.
9. Construction shall be in compliance with plans submitted and reviewed by the Planning Commission on December 6, 2016, except as modified herein.
10. AS a component of the construction process, the site shall be remediated to the satisfaction of the Napa County Environmental Health Department.
11. During construction, the project site shall be adequately screened and secured to minimize potential impacts to the neighborhood and surrounding community.
12. Exterior lighting shall be directed or shielded to prevent glare onto the public roadway or adjacent properties.
13. Property owners shall recognize that there exists a right to farm properties within the district and in the vicinity of the district. There is a good faith expectation that no

complaints will occur regarding legal, normal agricultural activities on properties in the district or in the vicinity of the district. Such activities may include day or night disbursement of chemicals, and creation of dust, noise, or fumes.

14. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.
15. The project shall comply with all housing allocation requirements per the City's Growth Management System (GMS) as approved by the City Council. This action allocates four (4) GMS permit allotments from the 2016 permit pool and anticipates the remaining four (4) GMS permit allotments will be drawn from the 2017 allotment pool.

#### **Public Works Department Conditions of Approval**

16. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
17. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
18. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be infiltrated on site and/or diverted at the property lines to prevent inundation of neighboring properties. The applicant shall submit a drainage and hydrology analysis for the project impact, including downstream erosion potential, to the City of St. Helena Public Works Department with the Improvement Plan

submittal in accordance with City of St. Helena, Napa County and State of California codes in effect at the time of improvement plan submittal.

19. Erosion and sediment control plans shall conform to the latest State and City codes at a minimum.
20. The applicant shall incorporate water conservation practices into the proposed project per the Theoretical Water Use Report prepared by Nest Properties, which includes offsite retrofits of the plumbing fixtures at 814 Hunt Street, 812 Chiles Avenue, and 1240-48 Grayson Avenue. Any and all non-conforming appliances and plumbing fixtures shall be removed from the premises. The water conservation requirements shall be replicated in full on the architectural plans.
21. A detailed Post-Construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review approval. The Plan shall be prepared in accordance with the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ).
22. A Post Construction Stormwater Operations and Maintenance Plan that provides a color-coded plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the property owner shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.
23. Prior to Certificate of Occupancy, the Applicant shall enter into and record a Post-Construction Stormwater Operations and Maintenance Agreement with the City.
24. If the project includes 500 square feet or more of new landscaping and/or 2,500 square feet or more of rehabilitated landscape, the proposed landscaping shall comply with the State's Model Water Efficient Landscape Ordinance (MWELO).
25. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
26. Prior to demolition, the applicant shall provide an assessment of the existing structures for the presence of asbestos containing materials and lead based paint by a qualified professional.

27. Unless otherwise explicitly permitted, all existing wells, septic tanks/sytems and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency. If there are none, the project engineer shall provide a letter describing the scope of the search done to make this determination.
28. Site plan shall show the location of any trees within the project area. Provide a tree protection plan for approval by the Public Works Director prior to approval of the building permit. The plan shall be coordinated with any civil grading/drainage/improvement plans.
29. The Applicant shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
30. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.
31. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
32. No construction may commence until adequate access to fire water supply is available to building sites as approved by the Fire Chief.
33. The applicant shall apply for annexation to the St. Helena Municipal Sewer District No. 1 prior to issuance of a Building Permit. The application shall be completed in accordance with the City of St. Helena's Sewer Annexation Procedures including all annexation, impact, connection, and sewer fees.
34. The developer shall construct a 6-inch sewer main sloped at a minimum of 1% or an 8-inch sewer main sloped at a minimum of 0.5% in accordance with City Standards. This improvement shall be coordinated with all civil improvement plans.
35. The applicant shall be responsible for the extension of sewer lines to the property.
36. Construct standard frontage and ADA compliant improvements along the property front including driveway, sidewalk, curb, gutter, and any needed pavement widening. The standard frontage improvements cross section shall consist of a 5' landscape area, 5' sidewalk (measured from TC), 8' parking (including gutter pan), and 10'



vehicle lane (in each direction). At such time the City elects to install a bicycle lane along McCorkle Avenue, on-street parking will be eliminated. Any new asphalt shall taper back to the existing edge of pavement. As a component of these frontage improvements, the project shall reconstruct the roadway to the centerline and slurry seal the entire road along the project frontage. A right-of-way dedication shall be provided as necessary for the said improvements, to the centerline of the existing McCorkle Avenue.

37. Trash areas, dumpsters and recycling containers shall be enclosed and roofed per State and County standards to prevent water run-on to the trash area and water runoff from the area, to contain litter and trash so that it is not dispersed by the wind or run-off during waste removal. In the event that wine or food is disposed in these areas, the enclosed trash area shall drain to the sanitary sewer system. An area drain connected to the sanitary sewer shall be installed in the enclosure area and a structural control such as an oil/water separator or sand filter shall be included. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.
38. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.
39. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.
40. The applicant shall be required to obtain an encroachment permit for improvements on public right-of-ways prior to receiving a grading or building permit authorizing site work or construction activities on the site.

#### **Building Department Conditions of Approval**

41. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2013 Title 24 codes.
42. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.
43. The applicant shall provide a construction waste management plan with the building permit application.
44. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.
45. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

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46. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

**Fire Department Conditions of Approval**

47. Fire sprinklers and fire hydrants shall be installed as required by Fire Code and the Fire Department.

**I HEREBY CERTIFY** that the foregoing demolition permit and design review was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on December 6, 2016 by the following roll call vote:

**AYES:** Commissioner Sweeney and Kistner

**NOES:** Commissioner Koberstein

**ABSENT:** None

**ABSTAIN:** None

**RECUSED:** Commissioner Parker and Monnette

APPROVED:

  
\_\_\_\_\_  
Grace Kistner  
Chair, Planning Commission

ATTEST:

  
\_\_\_\_\_  
Noah Housh  
Planning Director

**- Attachment 2 -**

BURKE, WILLIAMS &  
SORENSEN, LLP  
ATTORNEYS AT LAW  
OAKLAND

**CITY OF ST. HELENA**

**ORDINANCE NO. \_\_\_\_\_**

**AMENDING CHAPTER 17.08.060 OF THE ST. HELENA MUNICIPAL CODE TO  
AUTHORIZE THE CITY COUNCIL TO RELIEVE SPECIFIED PROJECTS FROM THE  
OBLIGATION TO PAY THE CITY'S APPELLATE LITIGATION DEFENSE COSTS**

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

**SECTION 1. Section 17.08.060 Amended.** Section 17.08.060 of the St. Helena Municipal Code is hereby amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

**SECTION 2. CEQA.** The City Council hereby finds that the action to adopt this Ordinance to amend Section 17.08.060 of the St. Helena Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000, et seq.) (CEQA).

**SECTION 3: General Plan Consistency.** The City Council finds this ordinance is consistent with the St. Helena General Plan.

**SECTION 4. Severability.** The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

**SECTION 5: Inclusion in the St. Helena Municipal Code.** It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

**SECTION 7: Effective Date.** This ordinance shall take effect and be in force (thirty) 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

**THE FOREGOING ORDINANCE** was introduced at a regular meeting of the St. Helena City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018, and was adopted at a regular meeting of the St. Helena City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Alan Galbraith, Mayor

**ATTEST:**

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Cindy Tzaopoulos, City Clerk

**APPROVED AS TO FORM:**

---

Thomas B. Brown, City Attorney

## EXHIBIT A

### Section 17.08.060 Administrative Procedures

#### **17.08.060 Authority of final decision-making body. Conditions of approval.**

A. In considering an application for a permit or other discretionary approval authorized by this title, the final decision-making body may approve, deny or modify the application consistent with the evidence presented to it and the appropriate findings required by this title. Final decision-making bodies may require changes to applications and/or impose conditions of approval in order to affect the policies of the general plan and the purpose of this title. Such conditions include but are not limited to: dedication of land; installation of specific improvements; size, design and placement of buildings or structures; landscaping; the defense and indemnity of the City in litigation challenging the approval; and limitations on use and/or hours of operation. Such conditions shall be reasonably related to the use of the property for which the permit or other discretionary approval is requested. (Prior code § 27.405)

B. Notwithstanding any other provision or requirement of this code, following a trial court entry of judgment upholding the City's approval of a "residential development project" (as defined in Section 17.146.020 of this code) that satisfies the requirements of subsections (A), (B) or (C) of Section 17.146.050 of this code, the City Council may elect to relieve the applicant of the obligation to pay the City's defense costs on appeal. The provisions of this subsection are not intended and shall not be deemed to relieve the residential development project applicant of the requirement or condition to pay trial court litigation defense costs incurred prior to entry of judgment upholding the City's approval of the project, or any other indemnity requirement or condition, including without limitation a requirement or condition to indemnify the City from and against any damages, costs and/or attorney's fees should the City's approval of the residential development project be reversed.



**- Attachment 3 -**

BURKE, WILLIAMS &  
SORENSEN, LLP  
ATTORNEYS AT LAW  
OAKLAND



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

B. HALL, COURTROOM ASSISTANT

HONORABLE  
#7

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

Counsel

AL

RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

withdraw their prevailing wage "coverage determination" in Public Works Case No. 2013-024, South Gate Senior Villas, City of South Gate, which determined that the proposed four-unit expansion to an existing mixed-use development is a "public work" for which prevailing wages must be paid; and (2) issue a new coverage determination stating that the four-unit expansion is exempt from the Prevailing Wage Law under Labor Code section 1720(c)(1).

On May 13, 1998, the South Gate Redevelopment Agency and Petitioner entered into a Disposition and Development Agreement ("DDA") that provided for transfer of real property located at 9927 San Antonio Avenue, South Gate, California (the "Subject Property" or "Site") by the Agency to Petitioner and development by Petitioner of approximately 73 affordable senior citizen rental units, 1 on-site manager's unit, and approximately 20,000 square feet of commercial space (the "Original Project"). (Administrative Record (AR) 9-10, 38.) Pursuant to the DDA, the Agency agreed to loan funds to Petitioner for the acquisition and development of the Site. (AR 10.) Petitioner executed a promissory note in the principal amount of \$7,030,000, which is secured by a deed of trust recorded against the Site. (AR 10, 38.)

On October 27, 1998, in accordance with the terms of the DDA, Agency and Petitioner entered into a

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

B. HALL, COURTROOM ASSISTANT

HONORABLE  
#7

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

Counsel

RICK D. NAVARRETTE (x)

AL

REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

regulatory agreement whereby Petitioner agreed to rent all of the rental units at "Affordable Rent" to "Eligible Tenants" for the entire "Term," as described therein. ("Regulatory Agreement") (AR 8-27, 38-39.) In addition to occupancy limits, the Regulatory Agreement requires Petitioner to submit annual reports to Agency pursuant to Health and Safety Code section 33418. (AR 14-15.) The "Term" of the Regulatory Agreement is defined as 30 years after the Commencement Date or the date on which Petitioner's obligations set forth in the promissory note are fully paid off, whichever occurs first. (AR 19.)

Sometime after the execution of the DDA, the Community Development Commission of the City of South Gate (Commission) became the successor in interest to the Redevelopment Agency of the City of South Gate. (AR 39.) On June 16, 2009, Commission and Petitioner entered into a First Amendment to the Regulatory Agreement, which provided that all eligible tenants must qualify as "lower income households" as defined in Health and Safety Code section 50079.5 and required that the residential units be rented at an affordable rent as defined in Health and Safety Code section 50053(b)(3). (AR 28-29, 39.)

On February 1, 2012, all redevelopment agencies in the State of California were dissolved pursuant to

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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
#7

JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am BS152917

Plaintiff JEFFREY M. ODERMAN (X)  
CounselSOUTH GATE SENIOR VILLAS LP ET  
VS  
CA DEPT OF INDUSTRIAL RELATIONS  
ALDefendant ERIKA T. GURROLA (X)  
CounselRICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

the Dissolution Act. (AR 39; see also Health & Safety Code §§ 34170(a) and 34172(a), (b).) City of South Gate elected to succeed to the housing assets and functions of the Commission and has assumed all of the rights and obligations of the Commission under the DDA and Regulatory Agreement. (AR 39.)

On June 25, 2013, Petitioner and the City of South Gate ("City") entered into an Affordable Housing Agreement which provides for the conversion of common area space within the residential portion of the Original Project into four additional affordable senior residential apartment units (the "Expansion Project"). (AR 35-110.) The Scope of Work states that two units will replace an existing outdoor terrace that is not used, one unit will replace a storage area, and one unit will replace unused common area. (AR 59.)

The Affordable Housing Agreement provides for the following: (1) the City will loan to Petitioner the sum of \$340,000 in federal HOME Investment Partnerships Program (HOME) funds received by the City; (2) Petitioner will utilize the HOME funds and private funds to construct the Expansion Project (the total budget is \$431,100); (3) Petitioner will execute a promissory note in favor of City in the amount of the HOME funds loan; (4) the promissory note will be secured by a deed of trust executed in City's favor and recorded against the project site;

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

B. HALL, COURTROOM ASSISTANT

HONORABLE  
#7

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

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Counsel

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CA DEPT OF INDUSTRIAL RELATIONS

Counsel

AL

RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

and (5) Petitioner will execute a regulatory agreement (the "Project Addition Regulatory Agreement") memorializing Petitioner's obligation to restrict occupancy of all four units to lower income seniors at affordable rent for 25 years. (AR 41-45, 62-104, 197.) Pursuant to the Affordable Housing Agreement, Petitioner will receive full credit for each annual installment payment otherwise due under the loan if it complies with the applicable provisions of the agreement and related contract documents. (AR 42-43.)

Under the Project Addition Regulatory Agreement, eligible tenants for the four additional units must be "very-low income households" pursuant to Health and Safety Code section 50105. (AR 88.) The agreement defines maximum rents for the four additional units pursuant to Health and Safety Code section 50053. (AR 87.) The four additional units are also required to comply with federal HOME regulations during the 25-year HOME compliance period. (AR 91-92.)

The DIR has the authority under Labor Code section 1773.5 to issue "coverage determinations" as to whether a particular construction project is a "public work" within the meaning of the Prevailing Wage Law and, assuming the DIR determines it is, whether the project is nonetheless exempt from the obligation to comply with the Prevailing Wage Law

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

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Counsel

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RICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

pursuant to one of the exemptions set forth in  
section 1720(c)-(d).

On July 26, 2013, shortly after entering into the  
Affordable Housing Agreement, Petitioner submitted a  
formal request to the DIR for a prevailing wage  
coverage determination for the Expansion Project.  
(AR 1-6.) In particular, Petitioner sought a  
determination that while the Expansion Project is  
"paid for in whole or in part out of public funds"  
and is therefore a "public work" under §1720(a) and  
(b)(1), it is exempt from the obligation to comply  
with the Prevailing Wage Law under §1720(c)(1),  
which exempts "[p]rivate residential projects built  
on private property ... unless the projects are  
built pursuant to an agreement with a state agency,  
redevelopment agency, or local public housing  
authority."

On November 13, 2013, the DIR, through its Director  
Christine Baker, issued its Coverage Determination  
(herein, the "Initial Coverage Determination"). (AR  
196-204.) As relevant here, the DIR found that the  
exemption stated in section 1720(c)(1) does not  
apply. The DIR reasoned as follows:

Contrary to Developers contention the Project  
Addition is a [sic] not private residential project  
that will be built on private property as that term  
is used in subdivision (c)(1). The Project Addition

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## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

will be built pursuant to an agreement with the City of South Gate, which is a California general law city. The City is not a state agency, redevelopment agency, or public housing authority. While cities are not included in subdivision (c)(1) that does not prevent application of subdivisions of section 1720(b) from applying to this project. Subdivision (c)(1) gives no indication that it applies to projects that are at least partially publically funded and it would be improper to read such language into a statute designed to benefit and protect employees on public work projects. [Citation.] Other parts of section 1720 apply to publicly financed projects. Developer concedes the work on this project falls within the meaning of Labor Code sections 1720(a)(1) and 1720(b)(4), (5), and (6). The exemption set forth in section 1720(c)(1) does not apply to the Project Addition because the project is receiving a public subsidy within the meaning of subdivision (b) of section 1720. (AR 198-199 [footnotes omitted].)

On December 6, 2013, Petitioner appealed the DIR's Initial Coverage Determination. (AR 205-210.) On August 29, 2014, the DIR issued its Decision on Administrative Appeal and on October 22, 2014, the DIR issued a Correction to its August 29 decision. (AR 218-223, 224-227) (collectively, the "Final Coverage Determination"). In its Final Coverage Determination the DIR denied Petitioner's appeal on

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01/12/16 09:30 AM

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## NATURE OF PROCEEDINGS:

two separate grounds. First, the DIR incorporated the Initial Coverage Determination by reference and affirmed its reasoning. Second, the DIR found that the Expansion Project is not a "residential" project within the meaning of section 1720(c)(1) because the four-unit addition is part of a mixed-use commercial and residential project.

## Procedural History

On December 30, 2014, Petitioner South Gate and Pacific Development Consultants, Inc. (PDC) filed a petition for writ of mandate and for declaratory and injunctive relief. On July 16, 2015, Petitioner South Gate dismissed its second cause of action for declaratory and injunction relief. On July 31, 2015, the Court (Judge Robert O'Brien) sustained with 10 days leave to amend Respondents' demurrer to the second cause of action for declaratory relief of PDC. An amended petition has not been filed as to the second cause of action. The second cause of thus is no longer at issue in these writ proceedings.

## ANALYSIS

### 1. Standard of Review

As stated in Labor Code section 1773.5(d), "[a] final [DIR prevailing wage coverage] determination

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## NATURE OF PROCEEDINGS:

on any administrative appeal is subject to judicial review pursuant to Section 1085 of the Code of Civil Procedure."

"Where, as here, the facts are undisputed, and the purely legal issues involve the interpretation of a statute an administrative agency is responsible for enforcing, we exercise our independent judgment, 'taking into account and respecting the agency's interpretation of its meaning.'" (Housing Partners I, Inc. v. Duncan (2012) 206 Cal.App.4th 1335, 1343; see also Yamaha Corp. of America v. State Bd. Of Equalization (1998) 19 Cal.4th 1, 11.)

"The agency's interpretation is 'one of several interpretive tools that may be helpful. In the end, however, '[the court] must ... independently judge the text of the statute.' [Citations.] An administrative agency's interpretation does not bind judicial review but it is entitled to consideration and respect." (Housing Partners I, supra at 1343.)

"The rules governing statutory construction are well settled. We begin with the fundamental premise that the objective of statutory interpretation is to ascertain and effectuate legislative intent. [Citations.] To determine legislative intent, we turn first to the words of the statute, giving them their usual and ordinary meaning. [Citations.] When the language of a statute is clear, we need go no

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## NATURE OF PROCEEDINGS:

further. However, when the language is susceptible of more than one reasonable interpretation, we look to a variety of extrinsic aids, including the ostensible objects to be achieved, the evils to be remedied, the legislative history, public policy, contemporaneous administrative construction, and the statutory scheme of which the statute is a part." (Nolan v. City of Anaheim (2004) 33 Cal.4th 335, 340.)

When interpreting a statute, the court must construe the statute, if possible to achieve harmony among its parts. (People v. Hall (1991) 1 Cal. 4th 266, 272; Legacy Group v. City of Wasco (2003) 106 Cal.App. 4th 1305, 1313). "When the legislature has carefully employed a term in one place and has excluded it in another, it should not be implied where excluded." (Wasatch Property Management v. Degrate (2005) 35 Cal.4th 1111.) "When interpreting statutory language, we may neither insert language which has been omitted nor ignore language which has been inserted." (See People v. National Auto. and Cas. Ins. Co. (2002) 98 Cal.App.4th 277, 282.)

## 2. The Prevailing Wage Law

This petition presents a question of statutory interpretation of California's Prevailing Wage Law, and particularly the operation of Labor Code section

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**NATURE OF PROCEEDINGS:**

1720(c)(1).

"The Prevailing Wage Law, sections 1720-1861, is a comprehensive statute governing the minimum wage standards on public works construction projects. [Citation.] All workers employed on public works costing more than \$1,000 must be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which public work is performed. (§ 1771.)" (Housing Partners I, Inc. v. Duncan (2012) 206 Cal.App.4th 1335, 1339-40.)

Section 1720(a)(1) defines "public works" as "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds." Section 1720(b) provides, in part, that "paid for in whole or in part out of public funds means":

(1) The payment of money or the equivalent of money by the state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer.

[(4) Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the



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REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

state or political subdivision.

(5) Money loaned by the state or political  
subdivision that is to be repaid on a contingent  
basis.

(6) Credits that are applied by the state or  
political subdivision against repayment obligations  
to the state or political subdivision.

Section 1720(c) provides various exemptions from the  
Prevailing Wage Law. As relevant here, section  
1720(c)(1) provides:

(c) Notwithstanding subdivision (b):

(1) Private residential projects built on private  
property are not subject to the requirements of this  
chapter unless the projects are built pursuant to an  
agreement with a state agency, redevelopment agency,  
or local public housing authority.

The parties do not dispute that the Expansion  
Project is a "public work" pursuant to section  
1720(a)(1) as it is construction performed under  
contract and being "paid for in whole or in part out  
of public funds." (Opening Brief (OB) 6;  
Respondents' Brief (RB) 6.) Specifically, the  
four-unit expansion is being paid for in whole or in  
part out of public funds in the form of a forgivable  
loan. (AR 38-110.)

Petitioner argues that the Expansion Project is  
exempt under section 1720(c)(1) because the

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

B. HALL, COURTROOM ASSISTANT

HONORABLE  
#7

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET  
VS  
CA DEPT OF INDUSTRIAL RELATIONS  
AL

Defendant

ERIKA T. GURROLA (X)

Counsel

RICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

Expansion Project is a private residential project; it is being built on private property; and it will be built pursuant to an agreement with City, which is a California general law city and not a "state agency, redevelopment agency, or public housing authority." (OB 6.)

Respondents present three arguments why the exemption in section 1720(c)(1) does not apply. First, Respondents argue that the Expansion Project is not a "private residential project built on private property" because its construction is being subsidized by public funds. (RB 9-12.) Second, Respondents contend the Expansion Project is being built pursuant to an agreement with a redevelopment agency, as City is the successor agency to the South Gate Redevelopment Agency. (RB 6-8.) Finally, Respondents contend that the Expansion Project is not a "residential project" because it is an expansion of a mixed-used residential and commercial project. (RB 13.)

3. The Expansion Project is a "Private Residential Project on Private Property" even if public funds are used.

Section 1720(a) provides that public works "means" "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole in part out of public funds ": Section

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MINUTES ENTERED  
01/12/16  
COUNTY CLERK

01/12/2016

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
#7

JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

Counsel

AL

RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

1720(b) defines "paid for in whole or in part out of public funds." The parties do not dispute that the funding for the Expansion Project falls with subdivision (b), and that the project, therefore, is a "public work."

Subdivision (c) of Section 1720 provides a number of exceptions to the statute. Subdivision (c)(1) provides that "notwithstanding subdivision (b) Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority."

It is undisputed that the Expansion Project will be built on "private property." (See RB 1; AR 38-39, 58-59, 196.) The Disposition and Development Agreement, executed on May 13, 1998, provided for transfer of the Subject Property from the South Gate Redevelopment Agency to Petitioner. (AR 9-10, 38.) The transfer is explicitly recognized in the Affordable Housing Agreement executed with City in June 2013, which refers to Petitioner as "Owner," states that Petitioner owns the Subject Property, and requires Petitioner to execute a deed of trust in favor of City. (AR 38-40.) Respondents also admitted in the initial coverage determination that "South Gate Senior Villas, L.P. (Developer), owns the existing South Gate Senior Villas mixed-use

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DEPT. 82

|                                                    |
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| <b>MINUTES ENTERED</b><br>01/12/16<br>COUNTY CLERK |
|----------------------------------------------------|

01/21/2016

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

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RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

residential/commercial project located at 9927 San Antonio Avenue, South Gate, California." (AR 196.)

The phrase "private residential projects" is not defined in section 1720. The administrative record reflects that the addition of the four residential units is a "residential project." Because Petitioner, a California limited partnership, is a private developer (see AR 38), Petitioner sets forth a reasonable argument that the Expansion Project is a private residential project.

Respondents argue that, for purposes of the exception stated in section 1720(c)(1), "the existence of public funding of a project automatically converts an otherwise private project into a non-private, public project." (RB 11.) Respondents further argue: "A proper reading of the statute requires that private residential projects - as in those that receive no public funding - are nonetheless subject to prevailing wage requirements, only if they are built under an agreement with the three enumerated types of public entities."

Section 1720(c) is prefaced by the phrase "notwithstanding subdivision (b)," which suggests that subdivision (c) sets forth exemptions from the definition of "public works." The structure of the statute implies that the exemptions in section 1720(c) only apply if an initial determination is

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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
#7

JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

Counsel

AL

RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

made that the project is a public works project, namely one that is "paid for in whole or in part out of public funds." There would be no apparent reason to include subdivision (c)(1) in the statute unless the term "private residential projects" refers to projects that have received at least some public funds pursuant to subdivision (b) and would otherwise be "public works" subject to the Prevailing Wage Law. The Court "must follow the fundamental rule of statutory construction that requires every part of a statute be presumed to have some effect and not be treated as meaningless unless absolutely necessary." (Hensel Phelps Const. Co. v. San Diego Unified Port Dist. (2011) 197 Cal.App.4th 1020, 1035.)

Case law and DIR's prior coverage determinations also suggest that the exemptions in section 1720(c) only apply once an initial determination is made that the project involves construction work done under contract and paid for in part with public funds. (See, e.g., Azusa Land Partners v. Department of Indus. Relations (2010) 191 Cal.App.4th 1, 19-29; DIR Public Works (PW), Case No. 2011-035, at RJN Exh. E at p. 3 ["Because the Project involves construction work done under contract and the Project is partly paid for with public funds, the payment of prevailing wages ordinarily would be required"]; see also RJN Exh. A at p. 2 and Exh. B at p. 3.)

Page 16 of 28 DEPT. 82

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| <b>MINUTES ENTERED</b><br>01/12/16<br>COUNTY CLERK |
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01/12/16

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

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REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

Respondents argue that aside from subdivision (c)(1), the exemptions set forth in section 1720(c) set forth the precise types of funds that may be used for the qualifying projects, and how that exemption will apply based on the funding. (RB 10-11.) Initially, this statement is not entirely accurate because only subdivision (c)(4), which applies to projects funded with redevelopment Low and Moderate Income Housing Funds, identifies the precise type of public funds at issue. Moreover, Respondents do not show that differences in the other subdivision (c) exemptions support their interpretation of subdivision (c)(1). For instance, subdivision (c)(5) exempts "privately owned residential projects" under specific factual scenarios, such as when "assistance is provided to a household in the form of mortgage assistance." Subdivision (c)(5) actually supports Petitioner's arguments that the term "private" in "private residential project" or "privately owned residential projects" nevertheless implies the receipt of at least some public funding.

Respondents' interpretation would expand the definition of "public works" to include non-publicly financed residential projects if there is an agreement with one of the three entities enumerated in subdivision (c). Section 1720(a) states that "public works" "means" projects paid for in whole or

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DEPT. 82

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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
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JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

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RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

in part out of public funds; those words must be given meaning. As noted by the Court of Appeal in State Bldg. and Const. Trades Council of California v. Duncan (2008) 162 Cal.App.4th 289, the word "means" in subdivisions (a) and (b) is a term of "limitation, not enlargement." (Id. at p. 309.) It seems unlikely that the legislature intended to enlarge the scope of the definition of "public works" through section 1720(c)(1). As stated in a somewhat analogous context in Trades Council, supra, "Courts do not lightly conclude that substantial statutory changes are intended or accomplished by legislative misdirection." (Id. at 323.)

Respondents argue that Petitioner's interpretation would lead to absurd results by effectively nullifying much of the Prevailing Wage Law, at least with respect to residential projects. (RB 11-13.) While Petitioner's interpretation of section 1720(c)(1) would in fact mean that certain publicly funded residential projects would be exempt from the prevailing wage law, Respondents' argument, in essence, is that the exception is too broad, and is inconsistent with the legislative purpose of the prevailing wage law. However, the determination of which exceptions should apply to application of the prevailing wage law is one left to the legislature.

In discussing another exemption under section 1720, the Court of Appeal has stated the following: "It

Page 18 of 28

DEPT. 82

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| <b>MINUTES ENTERED</b><br>01/12/16<br>COUNTY CLERK |
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01/12/2016

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
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JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am BS152917

Plaintiff JEFFREY M. ODERMAN (X)  
CounselSOUTH GATE SENIOR VILLAS LP ET  
VS  
CA DEPT OF INDUSTRIAL RELATIONS  
ALDefendant ERIKA T. GURROLA (X)  
CounselRICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

could be argued, as is done here, that the Prevailing Wage Act is in fact a disincentive to expanding the supply of low-income housing, and that, aware of this, the Legislature intended subdivisions (c)(4), (c)(6), and (d) to remove that disincentive." (State Bldg. and Const. Trades Council of California v. Duncan (2008) 162 Cal.App.4th 289, 321.) Although this statement is dictum, it appears equally applicable to the subdivision (c)(1) exception interpreted here.

The parties have not provided much legislative history to guide the court's interpretation. The legislative history reflects that section 1720(c) was added to exempt certain private projects from the Prevailing Wage Law: "This bill would provide that certain private residential housing projects and development projects built on private property are not subject to the prevailing wage, hour, and discrimination laws that govern employment on public work projects." (See Azusa Land Partners, supra at 30, citing Legis. Counsel's Dig., Sen. Bill No. 975, Ch. 938 (2001-2002 Reg. Sess); see also Sen. Bill No. 972, Ch. 1048 (2001-2002 Reg. Sess).)

Respondents argue that the purpose and objective of the Prevailing Wage Law would be frustrated if the Court adopts Petitioner's interpretation of section 1720(c)(1). (RB 12-13.) "The overall purpose of the prevailing wage law is to benefit and protect

Page 19 of 28 DEPT. 82

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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
#7

JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

Counsel

AL

RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

employees on public works projects. This general objective subsumes within it a number of specific goals: to protect employees from substandard wages that might be paid if contractors could recruit labor from distant cheap-labor areas; to permit union contractors to compete with nonunion contractors; to benefit the public through the superior efficiency of well-paid employees; and to compensate nonpublic employees with higher wages for the absence of job security and employment benefits enjoyed by public employees." (Lusardi Construction Co. v. Aubry (1992) 1 Cal.4th 976, 987.)

However, other than broad statements, Respondents have not set forth a detailed policy analysis of the specific exemption at issue, which applies to "private residential projects." As indicated in Trades Council, there are public policy reasons why the legislature may have wanted to remove disincentives from expanding the supply of low-income housing. The court recognizes that when subdivision (c)(1) was enacted, redevelopment agencies may have been significant players in private residential projects. (See Community Redevelopment Association v. Matosantos (2011) 53 Cal.4th 231, 245-252 [discussing history of redevelopment agencies].) Thus, it seems possible that, before dissolution of redevelopment agencies in 2012, subdivision (c)(1) would not have exempted as many private residential projects from the

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| <b>MINUTES ENTERED</b><br>01/12/16<br>COUNTY CLERK |
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01/12/16

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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DEPT. 82

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R. KARAPETYAN

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B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am BS152917

Plaintiff JEFFREY M. ODERMAN (X)  
CounselSOUTH GATE SENIOR VILLAS LP ET  
VS  
CA DEPT OF INDUSTRIAL RELATIONS  
ALDefendant ERIKA T. GURROLA (X)  
CounselRICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

Prevailing Wage Law. However, the legislation abolishing redevelopment agencies has been in effect for many years. The legislature has not correspondingly chosen to amend subdivision (c) of section 1720 to makes the exemption from prevailing wage laws inapplicable when the public work utilizes public funding from additional agencies (such as a city) other than the three enumerated in the statute.

"In considering the adverse impact of extending the prevailing wage law, thereby reducing the willingness of developers to expand the stock of low-income housing, another court commented: 'These are issues of high public policy. To choose between them, or to strike a balance between them, is the essential function of the Legislature, not a court.'" (Housing Partners I, Inc. v. Duncan (2012) 206 Cal.App.4th 1335, 1347, citing Trades Council, supra at 324.)

4. The Affordable Housing Agreement was not made with a Redevelopment Agency

The June 11, 2013 the Affordable Housing Agreement was entered into by the City of South Gate and Petitioner. (AR 35-110.) Respondents found in the Initial Coverage Determination that the City of South Gate is not a state agency, redevelopment agency, or local public housing authority. (See AR

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| <b>MINUTES ENTERED</b><br>01/12/16<br>COUNTY CLERK |
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01/12/16

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

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R. KARAPETYAN

DEPUTY CLERK

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ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

Counsel

RICK D. NAVARRETTE (x)

AL

REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

198-199; Labor Code § 1720(c)(1).) Nonetheless, Respondents argue that City entered into the Affordable Housing Agreement project in its role as successor agency to the redevelopment agency, causing the Expansion Project to fall outside of the exception to the prevailing wage requirement set forth in subdivision (c)(1) of section 1720.

Respondents argue that City of South Gate succeeded to the housing assets and functions of the South Gate Redevelopment Agency. As brief background, on June 28, 2011, the Legislature enacted Assembly Bill 1X 26 ("AB 26"). AB 26 froze the activities of redevelopment agencies and provided procedures for their dissolution on October 1, 2011. (See Health and Saf. Code §§ 34161, 34177.) In December 2011, the California Supreme Court upheld the constitutionality of AB 26, while making reforms, including reforming the dissolution date to February 1, 2012. (Community Redevelopment Association v. Matosantos (2011) 53 Cal.4th 231, 274-276.) In June 2012, the Legislature adopted AB 1484, modifying the provisions of AB 26 in response to Matosantos (collectively "Dissolution Law".)

To implement the Dissolution Law, the Legislature established successor agencies to wind down the affairs of the former redevelopment agencies. (Health & Safety Code §§ 34173, 34177.) Health and Safety Code section 34173(a) provides, "Successor

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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

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ELECTRONIC RECORDING MONITOR

Deputy Sheriff

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Plaintiff JEFFREY M. ODERMAN (X)  
CounselSOUTH GATE SENIOR VILLAS LP ET  
VS  
CA DEPT OF INDUSTRIAL RELATIONS  
AL

Defendant ERIKA T. GURROLA (X)

Counsel RICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

agencies, as defined in this part, are hereby designated as successor entities to the former redevelopment agencies." Health and Safety Code section 34176(a) further provides, "The city, county, or city and county that authorized the creation of a redevelopment agency may elect to retain the housing assets and functions previously performed by the redevelopment agency. If a city, county, or city and county elects to retain the authority to perform housing functions previously performed by a redevelopment agency, all rights, powers, duties, obligations, and housing assets ... shall be transferred to the city, county, or city and county."

City assumed the housing assets and functions of the Community Development Commission of the City of South Gate (Commission), which was the successor to the Redevelopment Agency of the City of South Gate. (AR 38-39.)

While the recitals in the Affordable Housing Agreement acknowledge that the City assumed the rights and obligations of the redevelopment agency under the DDA and original Regulatory Agreement (AR 39), Respondents point to no contractual language that shows that City entered into the Affordable Housing Agreement in its capacity as a successor agency or housing successor to the dissolved redevelopment agency. The evidence reflects that

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| <b>MINUTES ENTERED</b><br>01/12/16<br>COUNTY CLERK |
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01/12/16



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

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## NATURE OF PROCEEDINGS:

the Expansion Project construction was funded with federal money the City obtained from the United States Department of Housing and Urban Development. (AR 39.) Petitioner submitted a proposal to City for use of the federal funds to complete the Expansion Project and make the four additional units of very-low income rental housing available "consistent with applicable HOME regulations." (AR 39.) These facts suggest that City entered into the Affordable Housing Agreement as a new obligation, and not in its capacity as a successor agency to the dissolved redevelopment agency. As a result, the court concludes that the Expansion Project is not being built pursuant to an agreement with a redevelopment agency.

5. The Expansion Project is not a Mixed-Use project.

In its Final Coverage Determination, Respondents stated the following in a footnote: "The four units to be added constitute a part of the existing complex, not a stand-alone project." (AR 219, fn. 2.) More explicitly Respondents argue in the opposition brief that the requirements of section 1720(c)(1) do not apply because the project "is not merely a residential project, but part of a larger mixed-use project."

In the moving papers, Petitioner discusses so-called

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

B. HALL, COURTROOM ASSISTANT

HONORABLE  
#7

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff

JEFFREY M. ODERMAN (X)

Counsel

SOUTH GATE SENIOR VILLAS LP ET

VS

Defendant

ERIKA T. GURROLA (X)

CA DEPT OF INDUSTRIAL RELATIONS

Counsel

AL

RICK D. NAVARRETTE (x)

REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

"Vineyard Creek" factors the DIR has used to determine whether it is dealing with one integrated public works project or two separate and independent projects. (Mot. 12-14.) The Vineyard Creek factors include: "(1) the manner in which the construction is organized in view of, for example, bids, construction contracts and work force; (2) the physical layout of the project; (3) the oversight, direction and supervision of the work; (4) the financing and administration of the construction funds; and (5) the general interrelationship of the various aspects of the construction." (See Public Works Case No. 2003-014, RJN Exh. H, p. 784.)

Petitioner executed the original DDA in May 1998. (AR 9-10.) Petitioner alleges in the petition that it constructed the Original Project between 2000-2001 and the Original Project has been operating since that time. (Pet. 8.) Petitioner executed the Affordable Housing Agreement with City in June 2013, more than 15 years after the execution of the DDA. The Affordable Housing Agreement was paid for with federal funds, not the loan that funded the Original Project. (AR 39.) The Projection Addition Regulatory Agreement includes some similar definitions and tenant eligibility requirements as the Regulatory Agreement and Amended entered with respect to the Original Project. (See AR 8-32, 85-103.) However, it also imposes new obligations pursuant to the federal HOME Investment

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DEPT. 82

MINUTES ENTERED  
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COUNTY CLERK

01/12/16

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
#7

JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am BS152917

Plaintiff JEFFREY M. ODERMAN (X)  
CounselSOUTH GATE SENIOR VILLAS LP ET  
VS  
CA DEPT OF INDUSTRIAL RELATIONS  
ALDefendant ERIKA T. GURROLA (X)  
CounselRICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

## NATURE OF PROCEEDINGS:

Partnerships Program.

The Expansion Project is modifying common area in the physical layout of the Original Project (factor two). The other Vineyard factors do not weigh for a finding that the projects are integrated. The Expansion Project has a different source of funding and presumably different construction management than the Original Project from more than 15 years ago (factors one, three, and four). Factor five of Vineyard Creek focuses on the general interrelationship of the construction, which is inapplicable here.

As argued by Petitioner, DIR has found in prior coverage determinations that mixed-use projects qualify for other exemptions under section 1720(c) as long as the public financial assistance is limited to the residential portions thereof. (Motion, p. 13-14; RJN Exh. C, E, F, G). Here, the facts are stronger in that the only project going forward presently consists entirely of residential units.

The court notes that section 1720(a) defines "public works" as "construction, alteration, demolition, installation, or repair work," not maintenance or operation of a project. Here, the public work in question is construction which will result in four units of residential housing. (AR 39.) Although the Original Project developed approximately 20,000

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01/12/16  
9:30 am

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

HONORABLE  
#7

JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

|         |                                                                               |                      |                                                                              |
|---------|-------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------|
| 9:30 am | BS152917                                                                      | Plaintiff<br>Counsel | JEFFREY M. ODERMAN (X)                                                       |
|         | SOUTH GATE SENIOR VILLAS LP ET<br>VS<br>CA DEPT OF INDUSTRIAL RELATIONS<br>AL | Defendant<br>Counsel | ERIKA T. GURROLA (X)<br><br>RICK D. NAVARRETTE (x)<br>REAL PARTY IN INTEREST |

## NATURE OF PROCEEDINGS:

square feet of commercial space, there is no indication that the Expansion Project would add to or alter that commercial space. (See AR 59 [Scope of Work].) Thus, the public work called for under the Affordable Housing project is a residential, not mixed-use project.

## Conclusion

The petition is granted.

\*1\* The parties have not included a copy of DDA in the record submitted to the court.

\*2\* All leading zeros are omitted from the citations of Bates numbers in the administrative record.

\*3\* Defined as the date the Regulatory Agreement was recorded, which was December 2, 1998.

\*4\* In its initial coverage determination request, Petitioner also sought confirmation from the DIR that the Expansion project is exempt under section 1720(c)(6). Petitioner is not pursuing that second ground for an exemption in this action.

\*5\* The Final Coverage Determination was also made by Director Christine Baker. (AR 220)

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 01/12/16

DEPT. 82

HONORABLE MARY H. STROBEL

JUDGE

R. KARAPETYAN

DEPUTY CLERK

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#7

JUDGE PRO TEM

B. HALL, COURTROOM ASSISTANT

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

BUFORD JAMES CSR # 9296

Reporter

9:30 am

BS152917

Plaintiff  
Counsel

JEFFREY M. ODERMAN (X)

SOUTH GATE SENIOR VILLAS LP ET  
VS  
CA DEPT OF INDUSTRIAL RELATIONS  
AL

Defendant  
Counsel

ERIKA T. GURROLA (X)

RICK D. NAVARRETTE (x)  
REAL PARTY IN INTEREST

**NATURE OF PROCEEDINGS:**

\*6\* This Argument is made in the opposing brief and is not discussed in the Final Coverage Determination

\*7\* The court notes that in section 14(g) of the Affordable Housing Agreement the parties acknowledge that the Agreement is not intended to modify, amend, or supersede any agreement with respect to the Original Project.

\*8\* The administrative record does not reflect when the Original Project was completed. However, the parties amended the income eligibility requirements for tenants in June 2009, which suggests that the Original Project had been completed and the housing units were operational at least as of that date.  
(AR28)

01/12/16

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**- Attachment 2 -**

BURKE, WILLIAMS &  
SORENSEN, LLP  
ATTORNEYS AT LAW  
OAKLAND



**CITY OF ST. HELENA**

**ORDINANCE NO. \_\_\_\_\_**

**AMENDING CHAPTER 17.08.060 OF THE ST. HELENA MUNICIPAL CODE TO  
AUTHORIZE THE CITY COUNCIL TO RELIEVE SPECIFIED PROJECTS FROM THE  
OBLIGATION TO PAY THE CITY'S APPELLATE LITIGATION DEFENSE COSTS**

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

**SECTION 1. Section 17.08.060 Amended.** Section 17.08.060 of the St. Helena Municipal Code is hereby amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

**SECTION 2. CEQA.** The City Council hereby finds that the action to adopt this Ordinance to amend Section 17.08.060 of the St. Helena Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000, et seq.) (CEQA).

**SECTION 3: General Plan Consistency.** The City Council finds this ordinance is consistent with the St. Helena General Plan.

**SECTION 4. Severability.** The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

**SECTION 5: Inclusion in the St. Helena Municipal Code.** It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

**SECTION 7: Effective Date.** This ordinance shall take effect and be in force (thirty) 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

**THE FOREGOING ORDINANCE** was introduced at a regular meeting of the St. Helena City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018, and was adopted at a regular meeting of the St. Helena City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Alan Galbraith, Mayor

**ATTEST:**

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Cindy Tzaopoulos, City Clerk

**APPROVED AS TO FORM:**

---

Thomas B. Brown, City Attorney

## EXHIBIT A

### Section 17.08.060 Administrative Procedures

#### **17.08.060 Authority of final decision-making body. Conditions of approval.**

A. In considering an application for a permit or other discretionary approval authorized by this title, the final decision-making body may approve, deny or modify the application consistent with the evidence presented to it and the appropriate findings required by this title. Final decision-making bodies may require changes to applications and/or impose conditions of approval in order to affect the policies of the general plan and the purpose of this title. Such conditions include but are not limited to: dedication of land; installation of specific improvements; size, design and placement of buildings or structures; landscaping; the defense and indemnity of the City in litigation challenging the approval; and limitations on use and/or hours of operation. Such conditions shall be reasonably related to the use of the property for which the permit or other discretionary approval is requested. (Prior code § 27.405)

B. Notwithstanding any other provision or requirement of this code, following a trial court entry of judgment upholding the City's approval of a "residential development project" (as defined in Section 17.146.020 of this code) that satisfies the requirements of subsections (A), (B) or (C) of Section 17.146.050 of this code, the City Council may elect to relieve the applicant of the obligation to pay the City's defense costs on appeal. The provisions of this subsection are not intended and shall not be deemed to relieve the residential development project applicant of the requirement or condition to pay trial court litigation defense costs incurred prior to entry of judgment upholding the City's approval of the project, or any other indemnity requirement or condition, including without limitation a requirement or condition to indemnify the City from and against any damages, costs and/or attorney's fees should the City's approval of the residential development project be reversed.



Peter G. White

May 25, 2019

City of St. Helena  
Mayor Ellsworth  
Vice Mayor Dohring  
Council Member Chouteau  
Council Member Knudsen  
Council Member Koberstein  
1480 Main Street  
St. Helena, CA 94574

RE: Regular City Council Meeting Tuesday, May 28, 2019 @ 6:00 PM  
10.6. Consideration and Direction Regarding Conceptual Indemnity and  
Defense Ordinance for Certain Housing Projects, citywide.

Dear Mayor and Council Members,

I urge you to direct staff to send for review and adoption of the draft ordinance as described in Attachment F of the staff report. This adoption, as I am sure you are aware, would be a good step in showing that the City is serious about supporting small, infill, “work force” and affordable housing projects. If the City is truly committed to a comprehensive housing strategy, then this will show that the City is at least taking a proactive step in that direction. It is obvious that there is a direct, mathematical correlation between the costs borne by a private developer and what rents must be charged to make a project feasible. If we are, as a City, wanting to create more un-subsidized, infill, work force housing, then we must do whatever possible to help cut those costs. The City should be looking at not only the relief from appellate court costs, but also exploring other incentives to encourage infill housing projects.

At this point in time, with the passage of the General Plan and the completion of the McGrath project, it is appropriate and in the best interests of the City of St. Helena to move forward with this ordinance amendment.

Yours truly,



Peter White

824 Chiles Ave, St. Helena, CA 94574  
707-480-9958  
[peter@pgwhite.com](mailto:peter@pgwhite.com)





**Cindy Tzaopoulos**

---

**From:** agalbraith94574@gmail.com  
**Sent:** Monday, May 27, 2019 1:45 PM  
**To:** Peter White  
**Cc:** Cindy Tzaopoulos  
**Subject:** Re: May 28th CC 10.6.pdf

Cindy, please circulate this email to the Council advising that I fully endorse Peter's well stated letter. Alan

Sent from my iPhone

On May 27, 2019, at 11:24 AM, Peter White <[peter@pgwhite.com](mailto:peter@pgwhite.com)> wrote:

Dear Cindy,

Would you please enter my letter regarding item 10.6 into the record and distribute to the Council members this next Tuesday's City Council meeting..

Thanks,

Peter

Peter G White  
PO Box 731  
St. Helena, CA 94574  
707-480-9958  
[peter@pgwhite.com](mailto:peter@pgwhite.com)

<May 28th CC 10.6.pdf>



## Cindy Tzaopoulos

---

**From:** Joe McGrath <joe.mcgrath65@gmail.com>  
**Sent:** Monday, May 27, 2019 1:08 PM  
**To:** Cindy Tzaopoulos; Noah Housh; Mark Prestwich; Joe McGrath  
**Subject:** 10/28/19 Agenda Item 10.6

Cindy:

Can you please ensure this letter get's passed on to Council Members.

Thx,

Joe

\*\*\*\*\*  
 \*\*\*\*\*

Mayor Ellsworth and Members of The Council:

I would like to provide some history and context to Ordinance that you are considering tonight.

As many of you know, I grew up in St. Helena, and my family has been active in this community for over 55 years. I love this town for its heritage, it's beauty, its vital industry, its culture, but mostly for it's people. Yet over my lifetime, I have seen the fabric of this community alter significantly. What was once an isolated, self-sufficient, and socio-economically diverse community mostly blind to class, has slowly and continually evolved to a city of haves and have-nots, with little opportunity to live here, work here, and raise a family here. What my father and family did to establish roots here in 1963 could not possibly be repeated today.

I purchased the 632 McCorkle lot in December of 2015 with the intent to invest in a project that I believed the town sorely needed - median income housing that could serve working class St. Helena deploying a model that best fit the scale of the City - small infill projects that blend with the surrounding neighborhood. In February of 2016 I submitted an application for a 10-unit apartment complex on a 1/2 acre lot. In April of 2016, after meeting with neighbors, I reduced the unit count to 8 units which is the lowest density allowed (16 units /acre) on the 1/2 acre lot and made other changes to the design in response to neighbor's concerns. After multiple iterations through Planning Staff Review, Design Review was approved by the Planning Commission in December of 2016. An appeal was filed to the City Council and this Appeal was appropriately denied, upholding the Planning Commission decision. A Petition for Writ Mandate to overturn the Council decision was filed in Napa Superior Court. The Superior Court ruling in November of 2017 denied the Petition. In January of 2018 that decision was appealed to the 1st District Court of Appeals. The 1st District Court of Appeals denied the Appeal in a 3-0 ruling in December 2018 (This case is now published and has clarified CA State law with respect to the scope of CEQA on non-discretionary projects). That decision was appealed to the California Supreme Court. In late April of this year, the CA Supreme Court decided not to take the case up and let the Appellate Court decision and established precedent stand.

On Jan 30, 2018, nearly two years from the original DR application submission, and days prior to Building Permit issuance which would grant a vested right, the City Staff informed me that they had misread the

Municipal Ordinance and that I was required to deed restrict two units to meet inclusionary requirements for affordable housing. I had been prior told that I could pay an in-lieu fee of \$40K. The Net Present Value of meeting the inclusionary requirement was approximately \$500k over twenty years. At that time I had already spent over \$200K on legal fees to defend and entitled project. The project was no longer viable and the alternatives were to lose money moving forward or lose money retreating.

It was at that time that I asked for the City to release the ongoing defense obligations required of all project applicants as well as consider an "affordable equivalent" proposal. Please let me remind you that the entire legal case of the opposition was centered around the procedural manner in which the City processed my application approval and had nothing to do with the characteristics of my project which met every Zoning Ordinance and Building Code and was a "By-Right" and entitled Project.

At that time the City agreed to the "affordable equivalent" proposal and favorably reviewed the proposed Ordinance, now before you again, and that provided me enough assurance to proceed with the project. The Department of Industrial Relations inquiry regarding Prevailing Wages that was prompted by the project opposition was just another red herring, as the labor code is quite clear on the matter. Section 1720(c)(1) of the Labor Code is crystal clear regarding prevailing wage- *"Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, a redevelopment agency, a successor agency to a redevelopment agency when acting in that capacity, or a local public housing authority"*. The fact that the CA DIR has not affirmed this over a year after the City's initial request is an unconscionable abuse of taxpayer resources. Contrary to what the opposition has stated prior, were this project subject to be prevailing wage requirements, the City would not be exposed for failure to pay prevailing wage, I would.

To date, I have spent \$386K and counting on legal fees defending this project. \$208K of that is reimbursement of St. Helena City Attorneys. Based on invoice itemization conducted by the City's Attorneys for a cost motion filed against the Petitioner, \$76K of the \$208K was for City Attorney time spent in Assembly of the Record. These charges should have never been directed to me as they are the Petitioners burden, not the Respondents. Despite the cost motion being granted by the Superior Court, the Superior Court reduced the recovery amount to what the Court believed were "reasonable costs", a mere \$18K dollars of the \$76K charged by the City's attorney. That money has not been recovered from the Petitioner to-date.

So in total the "St. Helena Tax" for a private developer to build a small infill project tallies as follows:

- \* \$386K out-of-pocket legal defense costs
- \* ~\$240K in City development and review fees
- \* ~\$250K Net Present Value over 20 Yrs of deed restricting Low-Income Grayson Ave Unit
- \* ~\$125K in Net Present Value over 20 Yrs of deed-restricting Moderate-Income Grayson Ave Unit
- \* ` \$10K to achieve water neutrality requirements

**In total this adds to nearly \$1M burden to build a small eight unit infill project.**

For a developer to yield a high single digit return, including ongoing operating expenses, this translates to an **incremental \$1250/unit/month rent burden for the tenant.**

This sort of expensive, uncertain, and litigious environment will force developers focused on small infill projects that suit St. Helena's scale, to invest elsewhere. It is simply not feasible under these conditions to build a project that served the median income market. Providing some level of backstop for the right private market projects that provide affordable and median income housing is critical to help solve one of St. Helena's most pressing and urgent problems. Backstopping this sort of development is not only the right thing to do, it is by far the least expensive and most scalable thing the City can do toward achieving more affordable and median

income units. And it should provide some level of moral-hazard for opposition groups when considering pursuing litigation without merit.

I encourage you to pass this Ordinance.

I also offer to host a tour of the project to the Council as a group, or each Council member individually. We have a built a beautiful eight unit apartment complex, that integrates nicely into the neighborhood, has four ADA accessible units, and is one of the safest and most efficient buildings in St. Helena.

Joe McGrath