



**City of St. Helena
Regular City Council Meeting
Tuesday, October 27, 2020 @ 6:00 PM**

In accordance with Executive Order N-29-20, and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways: Members of the public may not physically attend meetings. The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website, barring technical difficulties. Those members of the public wishing to participate must do so remotely via Zoom electronic meetings in the following ways; by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the meeting ID or by calling a listed number and enter the meeting ID. Public comment for City Council meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

Please see the end of the agenda for detailed PUBLIC PARTICIPATION instructions. Spanish translation for this meeting will be offered. To access Spanish translation, you will need to join the meeting using the Zoom app from a computer, iPad or Iphone. You will see an icon on the screen that will allow you to choose Spanish translation. To learn how to use Zoom, please see the instructions below.

Please click the link below to join the meeting: <https://us02web.zoom.us/j/89590375822>

Or iPhone one-tap: US: +16699006833,,89590375822# or +12532158782,,89590375822#
Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Meeting ID: 895 9037 5822

International numbers available: <https://us02web.zoom.us/j/kd2ssU56tb>

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

~~~~~  
Ciudad de Santa Helena Reunión Especial del Ayuntamiento Jueves, 22 de Octubre 2020 @ 6:00 PM

De acuerdo con las órdenes ejecutivas N-25-20, N-29-20, y la orientación del Departamento de Salud Pública de California sobre reuniones, se permite la participación pública virtual. Seguiremos la Orden de la siguiente manera: Los miembros del público no pueden asistir

físicamente a las reuniones. La reunión del Ayuntamiento de la Ciudad se transmitirá en vivo por el Canal 28 de Comcast y en el sitio web de la Ciudad, salvo dificultades técnicas. Aquellos miembros del público que deseen participar deben hacerlo de forma virtual a través de las reuniones electrónicas de Zoom de las siguientes maneras; iniciando sesión en el enlace Zoom ubicado en la agenda de la reunión (descargue la aplicación en su computadora o dispositivo móvil) e ingrese la ID de la reunión o llamando al número ubicado en la agenda e ingrese la ID de la reunión. Se aceptarán comentarios públicos para la reunión del Ayuntamiento por correo electrónico a [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la

agenda al día siguiente.

Consulte el final de la agenda para obtener instrucciones detalladas de PARTICIPACIÓN PÚBLICA. Se ofrecerá traducción al español para esta reunión. Para acceder a la traducción al español, deberá unirse a la reunión utilizando la aplicación Zoom desde una computadora, iPad o Iphone. Verá un icono en la pantalla que le permitirá elegir la traducción al español. Para aprender a utilizar Zoom, consulte las instrucciones a continuación.

Habrà traducción en español durante la junta

Haga clic en el enlace a continuación para participar en la reunión:  
<https://us02web.zoom.us/j/89590375822>

O por iPhone one-tap: US: +16699006833,,89590375822# or +12532158782,,89590375822#

O por Teléfono: Marque(para mejor calidad, marque número basado en su ubicación actual):  
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

ID de la Reunión: ID: 895 9037 5822

Números Internacionales Disponibles:

<https://us02web.zoom.us/j/kd2ssU56tb>

TENGA EN CUENTA: Cualquier persona que desee hablar sobre un tema en la agenda o hacer un comentario en la sección de "comentario público" de la agenda puede hacerlo, pero por favor observe el límite de tiempo de cuarto minutos.

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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.Sophia Tsilimigras](#)  
[Public Comment.Nancy Dervin](#)

15 - 18

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. \*NEW ITEM 10-23-20 19 - 21  
Proclamation Acknowledging and Appreciation for the City's Public Employees and First Responders during the Glass Fire Emergency (~~Proclamation forthcoming~~ Provided 10-26-20)  
[Glass Fire Proclamation](#)
  - 6.2. National Friends of Libraries Week Proclamation presented to Maria Criscione Stel, St. Helena Public Library Friends & Foundation Executive Director 23  
[National Library Week 2020 Proclamation](#)
  - 6.3. Fifth Annual Saint Helena Movember Mens' Health Month November 1st – November 30th, 2019 presented to Chris Hartley, Police Chief 25  
[Proclamation.Movember](#)
7. STAFF BRIEFING
  - 7.1. Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
  - 7.2. Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
  - 7.3. City Manager Glass Fire and COVID-19 update
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 Regular Meeting Minutes of October 13, 2020. (Minutes are forthcoming)
  - 8.2. Second reading and proposed adoption by title only and waive further reading of an ordinance amending Chapter 17.48, Chapter 17.52, Appendix I, and Appendix II of the City of St. Helena Municipal Code relating to restaurant seat and hotel room limitations and determining the Ordinance to be exempt from CEQA. 27 - 93  
  
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: Aaron Hecock, Senior Planner  
Recommendation:

It is recommended that the City Council review the draft ordinance and:

1. Determine that the ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and
2. Hold second reading and adopt an ordinance by title only and waiving further reading of an ordinance amending Chapter 17.48, Chapter 17.52, Appendix I, and Appendix II of the City of St. Helena Municipal Code relating to restaurant seat and hotel room limitations.

[Staff Report - Pdf](#)

- |      |                                                                                                                                                                                                          |          |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 8.3. | Second reading and proposed adoption of an Ordinance approving a Development Agreement between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane. | 95 - 144 |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

CEQA Determination: Mitigated Negative Declaration

Prepared By: Aaron Hecock, Senior Planner

Recommendation:

It is recommended that the City Council review the draft ordinance and:

1. Waive second reading and adopt the ordinance approving a Development Agreement between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane.

[Staff Report - Pdf](#)

- |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 8.4. | *UPDATED 10-23-20<br>Consideration and proposed approval of a resolution (1) ratifying an emergency public project without public bidding relating to the Glass Fire and (2) ratifying Professional Services Agreement STH Contract: FY2021-030 with Envirocheck, Inc. in an amount to-to-exceed \$93,295 for pre and post combustion by-product survey testing at ten City facilities and Phase 2 project engineering, management, sampling, oversight, and required reporting for fire debris at the Water Treatment Plant. | 145 - 168 |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

CEQA Determination: Exempt from CEQA pursuant to Sections 21080(b)(3) and (4)

Prepared By: April Mitts, Finance Director

Recommendation:

Approval of a resolution: (1) ratifying an emergency public project without public bidding relating to the Glass Fire and (2) ratifying Professional Services Agreement STH Contract: FY2021-030 with Envirocheck, Inc. in an amount to-to-exceed \$93,295 for pre and post combustion by-product survey testing at ten City facilities and Phase 2 project engineering, management, sampling, oversight, and required reporting for fire debris at the Water Treatment Plant.

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9. PUBLIC HEARINGS

- 9.1. None

10. OLD BUSINESS

- |       |                                                                      |           |
|-------|----------------------------------------------------------------------|-----------|
| 10.1. | Consideration of Approval of Property Use Agreement Between the City | 169 - 189 |
|-------|----------------------------------------------------------------------|-----------|

of St. Helena and The Boy Scouts of America Regarding Scout Hall at 1515 Railroad Avenue (APN 009-192-009-000)

CEQA Determination: This project is deemed exempt from the requirements of CEQA under Section 15301, Existing Facilities; and Section 15061(b) (3), which identifies that a rulemaking activity which does not have the potential for causing a significant effect on the environment is therefore, exempt per the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment.

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Approve Property Use Agreement Between the City of St. Helena and The Boy Scouts of America Regarding Scout Hall at 1515 Railroad Avenue (APN 009-192-009-000).

[Staff Report - Pdf](#)

- 10.2. Discussion and direction on the construction schedule for Capital Improvement Project R18-81 Downtown Sidewalk Improvements 191 - 195

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

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

Recommendation:

Discussion and direction by City Council .

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- 10.3. Discussion of the City of St. Helena Water Supply and consideration and possible direction establishing a Water Shortage Emergency condition requiring the implementation of Phase II Water Regulations and formation of a Water Advisory Board 197 - 222

CEQA Determination: Not a CEQA project

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

Recommendation:

Discussion of the City of St. Helena Water Supply and consideration and possible direction of establishing a Water Shortage Emergency condition requiring the implementation of Phase II Water Regulations and formation of a Water Advisory Board

[Staff Report - Pdf](#)

- 10.4. \*NEW ITEM 10-23-20 223 - 224  
City Council Discussion and Direction Regarding Acknowledgement and Appreciation of the City's Public Employees and First Responders for their Long Hours and Hard Work Undertaken During the Glass Fire Emergency

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Discuss and provide direction.

[Staff Report - Pdf](#)

11. NEW BUSINESS

- 11.1. Quarterly Grant Report for FY 2021 Q1, for the period ending September 30, 2020 225 - 231

CEQA Determination: Not a CEQA project  
Prepared By: Mandy Kellogg, Finance Manager

Recommendation:  
Receive and file report.

[Staff Report - Pdf](#)

- 11.2. Fiscal Year 2020-21 First Quarter Finance Report 233 - 249

CEQA Determination: Not a CEQA project  
Prepared By: April Mitts, Finance Director

Recommendation:

Staff recommends the City Council receive and file the Q1 FY 2020-21 financial report.

[Staff Report - Pdf](#)

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

(The forecast is forthcoming)

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for November 10, 2020, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on October 19, 2020. Reposted 10-23-20



Cindy Tzaopoulos, 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.

### **THE CITY OF ST. HELENA ENCOURAGES ONLINE PUBLIC PARTICIPATION IN VIRTUAL CITY COUNCIL MEETINGS**

St. Helena, CA– The City of St. Helena is committed to public participation in City government in a manner that is consistent with guidance provided by the Napa County Public Health Official and Governor Newsom's Executive Order N-25-20. These guidelines relate to social distancing, and are intended to protect everyone by limiting the spread of COVID-19 in our community. In adherence to these guidelines, the St. Helena City Council will host a Virtual Council Meeting on Zoom; a free teleconferencing tool that enables users to watch and/or call into the meeting from their computers or phones. This meeting will be open to public and allows for live public comment. The meeting will also be recorded, livestreamed, and posted on the City's website after the adjournment of the meeting if technical difficulties occur: <https://sthelena.civicweb.net/Portal/>

**The ZOOM web link, meeting ID, and phone number will be listed at the top of the City Council Meeting Agenda. You will be required to enter the meeting ID, but there will be no password or participant ID.**

#### **How to Watch or Listen to Council Meetings:**

1. Watch on Comcast Channel 28
2. Watch the livestreaming video on the City's website
3. Watch and Listen on Zoom.us by clicking on the link in the Council Agenda
4. Listen only by calling the Zoom number listed on the Council Agenda

#### **Watch Council Meeting by Joining the Zoom Meeting:**

1. **By Computer, Tablet, or Smart Phone:**
  1. Before joining the virtual City Council Meeting, it is highly encouraged that you download the Zoom App. To sign up for your own free account, visit [zoom.us/signup](https://zoom.us/signup) and enter your email address. You will receive an email from Zoom (no-reply@zoom.us). In this email, click Activate Account.

2. If you are logged into your account, Enter the **Meeting ID** listed on the City Council Agenda. If you have not created an account go to: <https://zoom.us/join> and enter the **Meeting ID**
3. Select if you would like to connect audio and/or video and tap **Join Meeting**.
4. For specific instructions for your device, go to: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

**1. Listen Only by Telephone:**

1. **Dial** the number listed on the Council Agenda.
2. At the prompt, enter the **Meeting ID** provided on the top of the City Council Meeting Agenda and **Press #. A participate ID is not required.**
3. To disconnect from the meeting, hang up the phone.

**Ways to Provide Public Comment:**

While attending the virtual City Council Meeting, the public will have the opportunity to provide live public comment during Public Forum and after each agenda item. When it is the appropriate time for public comment the Mayor will verbally open public comment. At this time each individual is permitted 4 minutes to speak.

**1. Send a Public Comment in by 4:00 PM Prior to the Meeting to:**  
[publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org)

The easiest way to provide public comment is to email your public comment. Public comments may be emailed to [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). Please include in the subject line "COMMENT TO COUNCIL and the AGENDA ITEM". Any public comment is required to be submitted no later than 2 hours before the scheduled meeting and will be included as an attachment to the agenda. All public comments will be made publicly available and attached to the agenda item and will not be read out loud. All public comments that are received after 4:00 PM will be attached to the agenda the following day.

**2. Provide Comment through Zoom meeting from a computer, tablet, or smart phone**

This option allows the public to virtually attend the meeting as a muted 'attendee' with no video or screen sharing capabilities. You will be able to see and hear those participating in the meeting, but they will not be able to hear you until the host unmutes you.

If you wish to provide public comment during a specific agenda item or during public forum, you can use the **"raise hand"** feature located in the control panel at the bottom of your screen. The icon is a small blue hand. In Windows you can also use the Alt+Y keyboard shortcut to raise or lower your hand. In Mac you can also use the Option+Y keyboard shortcut to raise or lower your hand.

The host will be notified that you've raised your hand and you will be placed in a queue with all incoming requests.

When it is your turn to speak, you will be notified that the host has unmuted you. To be removed from the queue, just click the **'raise hand'** button again.

**3. Call in to the ZOOM meeting from a cell phone or landline phone only**

This option allows the member of the public with the opportunity to verbally participate in public comment.

If you wish to speak during public comment time dial **\*9** on your telephone.

The host will be notified that you would like to speak and you will be placed in a queue with all



incoming requests.

When it is your turn to speak, you will be notified that the host has unmuted you. You may press \*9 again if you wish to be removed from the queue.

You will be notified at the end of your statement that you have been muted.

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En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, llame a la Oficina del Secretaría de la Ciudad (707) 967-2792. La notificación 72 horas antes de la reunión, como lo requiere la Sección 202 de la Ley de Estadounidenses con Discapacidades, permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad a esta reunión.

LA CIUDAD DE ST. HELENA ALIENTA LA PARTICIPACIÓN PÚBLICA EN LÍNEA EN REUNIONES VIRTUALES DEL CONSEJO DE LA CIUDAD

St. Helena, CA– La Ciudad de St. Helena está comprometida con la participación pública en el gobierno de la Ciudad de manera que sea consistente con la guía proporcionada por el Oficial de Salud Pública del Condado de Napa y la Orden Ejecutiva N-25-20 del Gobernador Newsom. Estas pautas se relacionan con el distanciamiento social y están destinadas a proteger a todos al limitar la propagación de COVID-19 en nuestra comunidad. En cumplimiento de estas pautas, el Ayuntamiento de St. Helena organizará una Reunión del Consejo Virtual sobre Zoom; Una herramienta de teleconferencia gratuita que permite a los usuarios mirar y / o llamar a la reunión desde sus computadoras o teléfonos. Esta reunión estará abierta al público y permite comentarios públicos en vivo. La reunión también se grabará, se transmitirá en vivo y se publicará en el sitio web de la Ciudad después de la clausura de la reunión si se presentan dificultades técnicas: <https://sthelena.civicweb.net/Portal/>

El enlace web de ZOOM, la identificación de la reunión y el número de teléfono se enumerarán en la parte superior de la Agenda de la reunión del Ayuntamiento. Se le pedirá que ingrese la ID de la reunión, pero no habrá contraseña ni ID de participante.

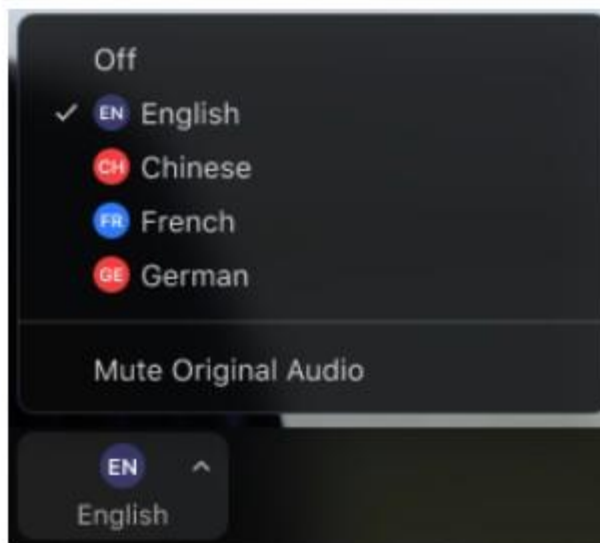
Cómo escuchar la interpretación de un idioma



1. En los controles de la reunión o el seminario web, haga clic en **Interpret**



2. Haga clic en el idioma que desee escuchar.



3. (Opcional) Para escuchar solo el idioma interpretado, haga clic en **Silenc**



1. En los controles de la reunión, toque ... Más.



2. Toque **Interpretación de idiomas**.

3. Toque el idioma que desee escuchar.



4. (Opcional) Toque el botón de alternancia **Silenciar audio original**.



5. Haga clic en **Finalizado**.

Cómo ver o escuchar las reuniones del Consejo:

1. Vea a través del canal 28 de Comcast
2. Vea el video de transmisión en vivo en el sitio web de la ciudad
3. Mire y escuche en Zoom.us haciendo clic en el enlace en la Agenda del Consejo
4. Escuche llamando al número de Zoom listado en la Agenda del Consejo

Vea la reunión del Consejo uniéndose a la reunión Zoom:

1. **Por computadora, tableta o teléfono:**
 - a. Antes de unirse a la reunión virtual del Ayuntamiento, le recomendamos que descargue la aplicación Zoom. Para registrarse en su propia cuenta gratuita, visite zoom.us/signup e ingrese su dirección de correo electrónico. Recibirá un correo electrónico de Zoom (no-reply@zoom.us). En este correo electrónico, haga clic en Activar cuenta.
 - b. Si ha iniciado sesión en su cuenta, ingrese la ID de la reunión que figura en la Agenda del Ayuntamiento. Si no ha creado una cuenta, vaya a: <https://zoom.us/join> e ingrese la ID de la reunión
 - c. Seleccione si desea conectar audio y / o video y toque Unirse a la reunión. re. Para

obtener instrucciones específicas para su dispositivo, vaya a:
<https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

2. Escuche solo por teléfono:

- a. **Marque** el número que figura en la Agenda del Consejo.
- b. Cuando se le solicite, ingrese la **ID de la reunión** provista en la parte superior de la Agenda de la reunión del Concejo Municipal **y presione #. No se requiere una identificación de participación.**
- c. Para desconectarse de la reunión, cuelgue el teléfono

Formas de proporcionar comentarios públicos:

Mientras asiste a la reunión virtual del Ayuntamiento, el público tendrá la oportunidad de proporcionar comentarios públicos en vivo durante el Foro Público y después de cada tema de la agenda. Cuando sea el momento apropiado para comentarios públicos, el Alcalde abrirá verbalmente los comentarios públicos. En este momento, cada individuo tiene permitido 4 minutos parahablar.

1. Envíe un comentario público por adelantado a publiccomment@cityofsthelena.org

La forma más fácil de proporcionar comentarios públicos es enviar su comentario público por correo electrónico. Los comentarios públicos pueden enviarse por correo electrónico a publiccomment@cityofsthelena.org. Incluya en la línea de asunto "COMENTARIO AL CONSEJO y el PUNTO DEL PROGRAMA". Cualquier comentario público debe presentarse a más tardar 2 horas antes de la reunión programada y se incluirá como un archivo adjunto a la agenda. Todos los comentarios públicos se harán públicos y se adjuntarán al artículo de la agenda y no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda al día siguiente.

- 2. Proporcione comentarios a través de la reunión Zoom desde una computadora, tableta o teléfono inteligente

Esta opción permite que el público asista virtualmente a la reunión como un "asistente" silenciado sin capacidades de video o pantalla compartida. Podrá ver y escuchar a los participantes en la reunión, pero no podrán escucharlo hasta que el anfitrión de permiso.

Si desea proporcionar comentarios públicos durante un elemento específico de la agenda o durante un foro público, puede usar la función "levantar la mano" ubicada en el panel de control en la parte inferior de la pantalla. El icono es una pequeña mano azul. En Windows también puede usar el atajo de teclado Alt + Y para subir o bajar la mano. En Mac también puedes usar el atajo de teclado Alt + Y para subir o bajar la mano.

Se le notificará al anfitrión que ha levantado la mano y se lo colocará en fila con todas las solicitudes entrantes

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Para ser retirado de la fila, simplemente haga clic de nuevo el botón "levantar la mano".

3. Llame a la reunión de ZOOM desde un teléfono fijo o móvil solamente

Esta opción le permite al miembro del público la oportunidad de participar verbalmente en comentarios públicos.

Si desea hablar durante el tiempo de comentarios públicos, marque * 9 en su teléfono.

Se le notificará al anfitrión que le gustaría hablar y se colocará en fila con todas las solicitudes entrantes.

Cuando sea su turno de hablar, se le notificará que el anfitrión le ha dado permiso de hablar. Puede presionar * 9 nuevamente si desea ser eliminado de la fila.

Cindy Tzaopoulos

From: Sophia Tsilimigras-Hendricks <sophia.hendricks@yahoo.com>
Sent: Tuesday, October 27, 2020 9:29 AM
To: Public Comment
Subject: [External] Public Comment for 10/27 from Sophia Tsilimigras

Please add the following for Public Comment today, thank you.

Honorable Members of our City Council

I'm here today to request that the City of St. Helena address the lack of proper crosswalks available for the children of St. Helena to safely walk or ride to schools daily. I am asking that this issue be added to your agenda for review. Currently on the West side of St. Helena, Spring and Madrona both lack crosswalks in the natural traffic patterns children use to get to school making it unsafe for both children and drivers. I live in the neighborhood south of Spring Street and east of Valley View, this neighborhood is heavily populated with families with children and I'm alarmed how many times I've witnessed near misses.

To quickly remind you of the current situation:

- On Spring Street we have a cross walk at Valley View which is one of the busiest intersections in town; traffic here is at its peak during school start and end times with parents racing to get kids to the primary and high school on time, and workers getting to Sulphur Springs and out of town. The next available crosswalk on Spring is at Kearney, leaving kids living south of Spring the only options at Kearney or Oak streets.
- Madrona, like Spring has become one of the through streets drivers and large trucks use to avoid Highway 29 or get to wineries. Madrona's first crosswalk traveling east is at Kearney and then again at Oak.
- There are also many workers using these two streets who don't live in the area and not aware that kids are going to school. Traffic on the side streets has increased as people try to get passed the back up on 29.
- The route to school is unsafe and a recipe for disaster.

Again my neighborhood has many kids, and parents should be able to either have crossing guards or a couple of crosswalks on high traffic streets like Spring and Madrona to insure everyone's safety. I am requesting that City adds either one additional crosswalk and/or stop sign on both Spring and Madrona Streets.

I understand that our city is facing many difficult issues at this same time and not all issues are of the same magnitude, but I'm frustrated that our schools are encouraging riding and walking to school – as they should – yet my kid was almost plowed down by a teacher riding home from school. This wasn't the teacher's fault as my son was not using in a crosswalk. I'm concerned that our luck will run out! How inept will we all feel as a community if ONE child is injured or killed going to school.

I ask that we please not complicate this by lumping it into our city's big bucket of projects and then requiring multiple meetings, studies, budget approvals and then NOTHING getting done. While I don't wish to skip normal procedures I feel strongly that we can't wait for politics or bureaucracy to be put before our kids' safety. Nothing is simple, I get it, but sometimes common sense must be prioritized.

In conclusion I ask what I can do as a citizen to assist the process and when can we move this forward in the agenda?

Compassionately yours,

Sophia

Sophia Tsilimigras
1990 Olive Ave.
St. Helena
707-227-9295

CC MTG Oct 27

Dear City Council,

It was exciting to learn the Association of Bay Area Governments (ABAG), will most likely be directing St. Helena to add 171 new housing units between 2023 and 2031. It's exciting because a mandate can help us cut through some of the resistance that has been clogging things up.

And thank heavens we have the Adams Street property. For those who may not be aware, in 2015 Vernazza Wolfe Associates conducted a Feasibility Analysis and Comparison of Sites for New Affordable Housing Development in St Helena and the Adams Street property was ranked Number One and was "highly recommended" as the best possible site for rental housing. That hasn't changed.

In reviewing the history of Adams Street, I can't help but wonder why the City didn't follow through with the visioning that was done and paid for in 2009 under the guidance of the urban planning and design firm MIG.

Had the City followed through we could have had at least 28 housing units with parking, and an additional 99 parking spaces for community use on Adams Street right now, among other community serving installations.

Those 99 parking spaces would have gone a long way in support of our downtown area where lack of parking has been identified as a major and critical problem. Not to mention the overall benefit to the entire community in having more working families comfortably housed right here in town.

Instead, three years ago a whole new visioning process was launched for which the City paid a whopping total of \$458,000 to Kosmont Company and Noll & Tam. If the city embraced more of the practical steps Kosmont recommended that \$175,000 dollars might have been worth it. The additional \$283,000 paid to Noll & Tam, in my opinion, was a colossal waste of money for which there is no redemption.

Anyway, getting back to housing. There is legislation that may be helpful going forward. [SB-906](#) makes it easier to use commercial buildings for joint living and work quarters, and [AB-2580](#) streamlines the process of converting a commercial building into long term housing.

There are a few buildings around town that come to mind. I don't really know how feasible any of them are but maybe something could be done with The Hatchery

Building on Railroad Avenue, formerly occupied by Terra Restaurant, and which has sat empty for 2 ½ years. Or even some of our City owned buildings.

One thing is for certain. It is going to take a lot of creativity and a great deal of political will to meet our upcoming housing requirements. I know it can be done. I can hardly wait to see how.

Thank you for listening,

Nancy Dervin

**PROCLAMATION RECOGNIZING THE OUTSTANDING CONTRIBUTIONS OF ST. HELENA CITY
EMPLOYEES DURING THE GLASS FIRE EMERGENCY AND DESIGNATING THE
WEEK OF NOVEMBER 8, 2020 AS
ST. HELENA CITY EMPLOYEES' WEEK**

WHEREAS, at 3:50 am on Sunday September 27, 2020, a vegetation fire was reported near N. Fork Crystal Springs Road, north of St. Helena. There was an immediate response from Fire Department; two engines and Fire Department personnel went to the scene. Named the "Glass Fire," the incident also quickly prompted a St. Helena Police Department NIXLE at 4:21 am, calling for a mandatory evacuation order for residents in the area of Deer Park Road to Crystal Springs Road. Consistent with past fire seasons, the Police Department attached two officers to work with the County, assisting in evacuations, road closures and security. As the mutual aid call went out at the beginning of the Glass Fire, St. Helena officers were among the first to respond, going door to door in mandatory evacuation areas accompanied by two County Sheriff officers; and

WHEREAS, the Glass Fire was in close proximity to the City's Louis Stralla Water Treatment Plant, Tank 1A and the Bell Canyon Reservoir. In the early morning hours of September 27, many city employees received text messages notifying them of the Glass Fire and several reported to work immediately, risking their lives to protect St. Helena infrastructure and property. Two Public Works employees arrived at the Treatment Plant shortly before 5:00 am; the number quickly grew to six. Under the direction of Assistant Fire Chief Waters, Public Works employees, wearing only standard clothes, safety vests and N95 masks, fought the Glass Fire side by side with City Fire Department and CalFire crews. At the time, there was no way in or out of Crystal Springs Road, two fire engines were at the scene and one rescued and transferred two people trapped at the top of the hill; the City Manager declared a local emergency; and

WHEREAS, during the LNU fire complex, Chief Sorensen requested that City staff begin clearing and creating defensible space around the Treatment Plant, and those proactive efforts paid off. The Glass Fire burned completely around the Treatment Plant, prompting Chief Sorensen to characterize the fire-fighting effort as "a total success save"; and

WHEREAS, winds blowing west generated spot fires from the Glass Fire, one of which crossed a "land bridge" of fire fuel along Maple Lane north of St. Helena directly to Castello di Amorosa which was completely involved in the fire; Dario Sattui drove through the flames to rescue the animals; and

WHEREAS, as a result of the spread of the Glass Fire, over the course of September 27 and the early morning hours of September 28, mandatory evacuation orders were issued east of Silverado Trail, west of Highway 29 from Elmhurst Road north to Deer Park Road and all of Spring Mountain Road, followed by an evacuation warning for the remainder of the west side of St. Helena from Spring Street north, which was upgraded to mandatory at 3:12 am on September 28; and

WHEREAS, Fire Chief Sorensen describes the Glass Fire as "the one we've been training for . . . as close as it gets" to home. Fire Department personnel were working 24 hour and 12 hour on and off shifts. On September 28, the City Manager ordered all city employees to work remotely unless they worked in the field or had been asked to report for work; Emergency Operations Staff (EOC) were directed to report to a 9:30 am meeting as previously planned; and

WHEREAS, Police Department personnel worked 18 hour days and dispatch officers, several of whom were displaced themselves, were inundated with and responded to a huge influx of citizens' calls. Assisted by officers from other jurisdictions, the Police Department set up hard road closures at the edges of neighborhoods under mandatory evacuation, and patrolled the city to ensure public safety and eliminate vandalism and theft; Police Volunteers assisted with escorting residents in mandatory evacuation areas to obtain temporary access to their homes; and

WHEREAS, on September 28, most if not all of St. Helena was without power. In the morning, City staff received visual confirmation that the three Meadowood Water Tanks burned and were non-functional, cutting off potable water supply to Meadowood and the residents in the Madrone Knoll area. City staff coordinated with CalOES to develop immediate and long terms repair plans. Team members of the City

Logistics Section worked to ensure local lodging, and food and water for essential employees who were evacuated, and secure water for the Meadowood area until temporary tanks could be installed; and

WHEREAS, City staff in the Public Works and Finance Departments immediately procured eleven emergency contracts to address the damage to the Meadowood tanks and to assess water quality and remove debris around the Treatment Plant. With initial damages estimated at over \$2 million, the City Finance Manager prepared an initial damage assessment to CalOES and REMIF. Finance Department staff worked with other departments to ensure proper documentation of time and costs to enable the City to qualify for immediate reimbursement, a process that will continue for another two to three months; the Building Department conducted site visits to document damage assessment; the Human Resources Department set up Crisis Response Counseling sessions for City employees and created temporary badges for contractors assisting Public Works in clean up and debris removal; and

WHEREAS, overnight on September 28, firefighters cut an extensive dozer line and completed firing operations behind the Sylvaner subdivision and near the White Barn and Sulphur Springs Road. The Glass Fire proved to be dynamic and fluid. As of 10:00 am on September 29, it had burned 46,560 acres and was 0% contained, but favorable winds helped protect St. Helena; and

WHEREAS, by the evening of September 30, the entire City of St. Helena was under either an evacuation warning or mandatory order. Air quality was unhealthy. Buses were placed on stand-by to assist with evacuation of congregate living facilities if necessary. The Chief Building Official toured most of the eastern hills to evaluate the extent of destruction; remarkably only one structure within the city was burned; and

WHEREAS, as of Thursday October 1, the Glass Fire had burned 56,781 acres and was only 5% contained. Air quality remained unhealthy and heavy smoke was limiting aircraft firefighting efforts. The City restored power to the Rutherford, Holmes and Elmhurst pump stations; the Crinella and corporate yard lift stations; and to the corporate yard and Wastewater Treatment Plant. Other locations continued to operate on generator power. On the evening of October 1, a red flag warning was issued to remain in effect until 6:00 am October 3, with the probability of ignition ranging between 95-100 percent; and

WHEREAS, throughout the week, the Planning Director supported the EOC, creating and updating incident objectives, the Logistics Section shopped for groceries to fill six days worth of "to go" snack bags to support Public Works employees; and

WHEREAS, as of October 3, the Fire Department determined it was safe to begin clean-up in the Meadowood area and prepared for temporary tank removal; three tanks were installed on October 5. The dozer line along the western edge of the City was cut to 200 feet deep; the most active areas of the Glass Fire were near Bothe State Park and toward Pope Valley. Air quality was improving, thereby allowing utilization of aircraft to fight the Glass Fire in the active areas near Mount St Helena; and

WHEREAS, Sunday October 4 was the eighth consecutive work day for many City staff. The Police and Fire Chiefs coordinated with CalFire to ensure safe repopulation of St. Helena mandatory evacuation areas; and

WHEREAS, as of October 6, multiple agencies including St. Helena Police and Fire Departments were coordinating through CalFire to lift or reduce evacuation orders. On the afternoon of October 7, evacuation orders were lifted throughout St. Helena and many residents were finally allowed to return home; and

WHEREAS, throughout the Glass Fire emergency, the City Clerk and Public Information Officer and team issued 47 comprehensive and informative morning, mid-day and evening Press Releases. When the Glass Fire began on September 27, the PIO and City Manager worked through the night and into Monday evening without rest in order to keep the community informed of fire conditions, evacuation warnings and orders, power outages and more. Bilingual staff across three City departments faithfully translated Press

Releases daily during the emergency. Over the course of the emergency, Spanish translation of city communications was updated from a “pool” environment to a designated daily translator; and

WHEREAS, throughout the scope of the Glass Fire emergency, City employees were multi-tasking, repeatedly exhibiting selflessness, flexibility and adaptability. Many continued to work outside the scope of their given job descriptions due not only to the fire, but the continuing Covid-19 emergency. In addition to keeping up with daily emergency operations, City staff continued to perform their day-to-day city services and responsibilities, serving customers, working on the annual audit, preparing for land use hearings, and assisting other departments; and

WHEREAS, miraculously, but tragically, the Glass Fire destroyed only three homes and one structure in St. Helena. No City employees were seriously injured, although some who fought the fire sustained minor facial burns and smoke inhalation. On October 20, 2020, after 23 days of fire fighting, the Glass Fire was declared 100% contained.

NOW THEREFORE BE IT RESOLVED, that the St. Helena City Council, for itself and on behalf of the entire community, gratefully recognizes and honors all St. Helena City employees for their dedication and selfless work to protect, serve and save the City of St. Helena from potentially devastating impacts of the Glass Fire, while continuing to deliver normal services to City residents and businesses and perform the basic functions of their positions.

BE IT FURTHER RESOLVED, that Geoff Ellsworth, Mayor of the City of St. Helena, and the entire City Council hereby proudly issue this Proclamation on behalf of the City, proclaiming the week of November 8, 2020 as St. Helena City Employees Week, and ask all who live and work in our community to join us during scheduled events that week to express our deep gratitude to our City employees for all that they do to strengthen our community through their service to all of our residents and businesses.

Date: October 27, 2020

Geoff Ellsworth, Mayor

Paul Dohring, Vice Mayor

Anna Chouteau

David Knudsen

Mary Koberstein

City of St. Helena PROCLAMATION

National Friends of Libraries Week
October 18 – 24, 2020

Whereas, Friends & Foundation, St. Helena Public Library raises funds that enables our library to move from good to great -- providing the resources for programming, additional part-time staff, support for the library's various summer reading programs, and special events throughout the year which help lead to positive civic engagement and the betterment of our community;

Whereas, the work of Friends & Foundation highlights on an on-going basis the fact that our library is the cornerstone of the community, providing opportunities for all, from the very young to the senior citizen, to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

Whereas, the Friends & Foundation understand the critical importance of well-funded libraries and encourage community support for the library along with advocating to ensure that our library gets the resources it needs to provide a wide variety of services to all ages, including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

Whereas, Friends & Foundation promotes the joys and benefits of literacy and learning for all ages by investing time and effort in raising supplementary funds to enhance library resources and programming;

Now, therefore, be it resolved that I, Geoff Ellsworth, Mayor of the City of St. Helena, along with the St. Helena City Council, proclaim October 18-24, 2020 as Friends of Libraries Week in St. Helena and urge everyone to thank Friends & Foundation for all they do to make our library and community so much better.

Dated: October 27, 2020

Geoff Ellsworth, Mayor
City of St. Helena

City of St. Helena

PROCLAMATION

Fourth Annual Saint Helena Movember Mens' Health Month

November 1st – November 30th, 2020

WHEREAS, Prostate cancer is the second most common cancer in men in the US., and Testicular cancer is the most common cancer in young men aged 15-34 in the US., and Around 1 in 4 adults in the US will experience a mental health problem in a given year; and

WHEREAS, Numerous studies have shown that early detection of any form of cancer is instrumental in combatting the disease, and since using early detection tests for prostate cancer became fairly common in the United States around 1990, the prostate cancer death rate has dropped; and

WHEREAS, the American Cancer Society ® recommends prostate cancer screenings for men of average risk who are 50 years old or higher, men of high risk who are 45 years or older, and men of even higher risk (those with two or more direct relatives who have had prostate cancer) who are 40 years and older; and

WHEREAS, the key to educating people about the benefits of early detection through routine exams is creating awareness campaigns designed to stimulate conversation; and

WHEREAS, the Movember movement, which began in 2003 has raised over \$650 million and funded over 1,000 programs focusing on prostate cancer, testicular cancer, poor mental health and physical inactivity in men;

NOW, THEREFORE, be it resolved that I, Geoff Ellsworth, Mayor of the City of St. Helena, along with the St. Helena City Council, do hereby proclaim November 1st through November 30th, 2020 Movember – Men's Health Month.

Dated: October 27, 2020

Geoff Ellsworth, Mayor
City of St. Helena



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: CONSENT ITEMS

Subject: Second reading and proposed adoption by title only and waive further reading of an ordinance amending Chapter 17.48, Chapter 17.52, Appendix I, and Appendix II of the City of St. Helena Municipal Code relating to restaurant seat and hotel room limitations and determining the Ordinance to be exempt from CEQA.

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: Aaron Hecock, Senior Planner

Reviewed By: Maya DeRosa, Planning & Building Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena adopted the General Plan Update 2040 on May 14, 2019. The General Plan Update contains numerous objectives, policies, and implementation measures including Policies ES2.3 and ES2.7 which call for removing limitations on the number of hotel rooms and restaurant seats permitted within the City.

On September 14, 2020, the Planning Commission held a duly noticed public hearing to consider the amendments proposed herein and unanimously recommended that the City Council adopt the Ordinance as presented in Exhibit A.

On October 13, 2020 the City Council introduced and unanimously approved a first reading of the proposed ordinance as shown in Exhibit A.

DISCUSSION

After a General Plan is adopted, cities are required to make Municipal Code amendments so that the General Plan and Municipal Code are horizontally and vertically consistent. The proposed Ordinance amendment seeks to eliminate restaurant seat and hotel room limitations described in the Municipal Code as required by the General Plan Update.

CEQA

For purposes of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), a “project” is defined in State CEQA Guidelines Section 15378 (a) as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment”. The Planning Commission hereby recommends that the City Council find that the action to adopt the proposed Ordinance will not result in any change in the environment and thus is not a project subject to the requirements of CEQA. Further, even if the action to adopt the proposed Ordinance was deemed to be a project subject to CEQA, the Planning Commission recommends that the City Council find the proposed Ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and thus where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

No direct fiscal impact is anticipated as a result of the code amendment.

RECOMMENDED ACTION

It is recommended that the City Council review the draft ordinance and:

1. Determine that the ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and
2. Hold second reading and adopt an ordinance by title only and waiving further reading of an ordinance amending Chapter 17.48, Chapter 17.52, Appendix I, and Appendix II of the City of St. Helena Municipal Code relating to restaurant seat and hotel room limitations.

ATTACHMENTS

[2020 CAP Ordinance Amendment](#)

[Exhibit A - redline](#)

[Exhibit A - clean](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING CHAPTER 17.48, CHAPTER 17.52, APPENDIX I, AND APPENDIX II OF THE CITY OF ST. HELENA MUNICIPAL CODE RELATING TO RESTAURANT SEAT AND HOTEL ROOM LIMITATIONS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of St. Helena, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City adopted a General Plan 2040 Update on May 14, 2019; and

WHEREAS, the General Plan Update 2040 contains policies ES2.3 and ES2.7 which call for removing limitations on the number of hotel rooms and restaurant seats permitted within the City; and

WHEREAS, the City desires to amend its local regulatory scheme to eliminate limitations placed on the number of hotel rooms and restaurant seats permitted in the City consistent with the General Plan 2040 Update; and

WHEREAS, the Planning Commission of the City of St. Helena held a duly noticed public hearing to consider the amendments proposed herein and unanimously recommended that the City Council adopt the ordinance as amended; and

WHEREAS, the City Council has reviewed and considered the public testimony and agenda reports prepared in connection with this ordinance, including the policy considerations discussed therein, and the consideration and recommendation by the City's Planning Commission; and

WHEREAS, in accordance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City has determined that the revisions to the St. Helena Municipal Code are exempt from environmental review.

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

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. For purposes of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), a "project" is defined in State CEQA Guidelines Section 15378 (a) as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment". The City Council hereby finds that the action to adopt this Ordinance will not result in any change in the environment

and thus is not a project subject to the requirements of CEQA. Further, even if the action to adopt this Ordinance was deemed to be a project subject to CEQA, the City Council finds the proposed Ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and thus where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. The City Council finds this Ordinance is consistent with the St. Helena General Plan Update 2040.

Section 4. Chapter 17.48, Chapter 17.52, Appendix I and Appendix II of the St. Helena Municipal Code is hereby amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

Section 5. This ordinance shall take effect 30 days following its adoption.

Section 6. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 7. The City Council hereby directs staff to prepare, execute and file with the Napa County Clerk a Notice of Exemption within five working days of first reading of this ordinance.

Section 8. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 9. The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located at City Hall (1572 Railroad Avenue).

PASSED, APPROVED AND ADOPTED by the City Council of the City of St. Helena, California, at a regular meeting of the City Council held on the 27th day of October, 2020 by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Chouteau:	_____

Councilmember Knudsen: ___

Councilmember Koberstein: ___

ST. HELENA

Mayor

ATTEST:

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 13th day of October, 2020 by the following vote:

Mayor Ellsworth: **YES**

Vice Mayor Dohring: **YES**

Councilmember Chouteau: **YES**

Councilmember Knudsen: **YES**

Councilmember Koberstein: **YES**

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT A

Amendments to Municipal Code

(follows this page)

Chapter 17.48

CENTRAL BUSINESS (CB) DISTRICT

Sections:

- 17.48.010 Purpose.
- 17.48.020 Permitted uses.
- 17.48.030 Conditional uses.
- 17.48.040 Design review required.
- 17.48.050 Accessory uses, buildings and structures.
- 17.48.060 Prohibited uses.
- 17.48.070 Development standards.
- 17.48.080 Outdoor storage, display or sale of merchandise.
- 17.48.090 Other standards and uses.
- 17.48.100 Reserved.

17.48.010 Purpose.

The central business district (CB) designation provides for retail, personal service uses, offices, restaurants, hotels/motels, service stations, public and quasi-public uses, and similar and compatible uses that serve local residents and the surrounding area. Emphasis is on pedestrian-oriented retail and service uses on the ground floor level, with office and residential uses on the upper levels. The intent is for the CB district to remain primarily local resident-serving in character. New uses which serve both local residents and tourists will be allowed. Uses which are primarily tourist-serving are not permitted.

Implementing Policy 2.6.42 of the 1993 General Plan states:

Allow only businesses which are primarily local-serving within all commercial areas. Exclude all fast food restaurants, outlet and discount type stores as well as large retail businesses whose consumer base requires a population larger than St. Helena and its vicinity. For purposes of the General Plan, vicinity shall be defined as the surrounding agricultural area for which St. Helena has historically provided goods and services.

Local-serving businesses are considered to be those that derive a significant portion of their revenues from St. Helena residents, and which provide services and products which satisfy local residents' day-to-day needs. They are those businesses for which a majority of the shoppers are regular repeat customers from the community. Nonlocal-serving or tourist-serving uses are those which would generally not be in St. Helena if it were not for the presence of visitors. Tourist-serving business use is generally characterized by a redundancy in merchandise from store to store with goods sold being substantially similar to such goods sold in other major destination points. (Ord. 10-8 § 2 (Exh. A (part)); prior code § 27.70)

17.48.020 Permitted uses.

The following uses are permitted in the CB district within usable floor areas of two hundred (200) square feet or greater:

Auto supply store;

Bakery, limited to products baked on the premises;

Bank and savings and loan institutions;

Bicycle and four-stroke moped (that meet standard manufacturer specifications) rental businesses, excluding motorcycles (as a primary or accessory use);

Bicycle store, retail sales, repairs, and rentals:

1. Storage or display of rental vehicles shall not be permitted within the public right-of-way, except where the city has jurisdiction over the sidewalk and as may be allowed by use permit with the following conditions in subsection (2) below.
2. For those vehicle rental businesses that wish to establish storage or display of rental bicycles on a sidewalk, the following will be required:
 - a. One-and-one-half-foot “recovery zone” from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - b. A four-foot clear path of travel along the sidewalk must be maintained to provide disabled access.
 - c. Bicycles must be brought indoors when the business is closed.
 - d. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair.

Bookstore;

Chamber of Commerce office;

Clothing store, limited to the sale of new clothing and clothing accessories;

Computer and computer supply store;

Confectionery shop;

Consignment shop;

Dry cleaners, drop-off and pick-up only;

Florist;

Frame shop (gallery allowed only as accessory to the primary use);

Furniture store, new and unfinished;

General retail, the sale of goods in small quantities directly to the consumer except those uses prohibited in Section 17.48.060;

Hardware store;

Hobby, toy, and game store;

Home furnishings and interior decorating stores, limited to establishments engaged in the retail sale of such items as china, glassware, and metalware for kitchen and table use; bedding and linen; brooms and brushes; lamps and shades; mirrors and pictures; carpets and rugs; and window coverings;

Ice cream, frozen yogurt and shaved ice shops as regulated by Section 17.48.090(C) including sale of these items as accessory to an approved food establishment;

Music store;

Newsstand;

Office use, local-serving business and professional offices, upper floors only for properties with frontage on Main Street. Off-site winery offices are permitted with no wine tasting;

The St. Helena Municipal Code is current through Ordinance 20-2, passed March 10, 2020.

Opticians and optometrist shop;
Paint and wallpaper store;
Pharmacy and drugstore;
Photographic supply store;
Postal services;
Printing and copy services;
Real estate services located in spaces without frontage on Main Street;
Tailor and dressmaking;
Variety store except those uses prohibited in Section 17.48.060;
Watch and clock shop, provided the business includes on-premises repair;
Watch, clock, and/or jewelry repair shops;

Other similar uses found consistent with the general plan and the CB district pursuant to Chapter 17.08. (Ord. 18-7 § 4 (Exh. A (part)); Ord. 11-5 § 2 (Exh. B); Ord. 10-8 § 2 (Exh. A (part)); Ord. 09-6 § 2 (Exh. A (part)); Ord. 04-8 § 2: prior code § 27.71)

17.48.030 Conditional uses.

The following list of uses requires approval of a use permit as regulated by Chapter 17.168. ~~A use permit is also required for a business which consists of two or more of the permitted uses listed in Section 17.48.020.~~ Approval of a use permit is subject to finding the use consistent with the policies of the general plan and the purpose of the CB zoning district. When a use permit is considered for a use in the CBD, the standard use permit findings included in Section 17.168.050 shall be made to determine consistency of the use with the policies of the general plan and the purpose of the CB zoning district:

Antique store;
Art gallery;
Barber shop/beauty shop, including manicures, pedicures, make-up, facials, waxing, electrolysis, piercing, massage, and tanning when accessory to the primary use of hairstyling;
Catering establishments;
Cleaners and dry cleaners;
Delicatessen as regulated by Section 17.48.090(C);
Department store;
Drinking establishments serving alcoholic and/or nonalcoholic beverages as regulated by Section 17.48.090(C), provided the following are not allowed:

1. Establishments serving customers within their vehicles on the premises or preparing beverages or food intended for consumption within their vehicles on the premises,
2. Establishments primarily preparing beverages or food for consumption off the premises,
3. Music or entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music or entertainment is being performed,

4. Drive-in or walk-up window for take-out service;

Eating and drinking establishments as regulated by Section 17.48.090(C), provided the following are not allowed:

1. Establishments serving customers within their automobiles on the premises or preparing food intended for consumption within their automobiles on the premises,
2. Establishments primarily preparing food for consumption off the premises,
3. Music or entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music or entertainment is being performed,
4. The addition of on-site general liquor sales to any existing eating establishment when the operation of the eating place has been in violation of any city ordinance or any conditions of a use permit within the preceding two years and the premises do not conform in all respects with municipal code requirements,
5. Drive-in or walk-up window for take-out service,
6. Formula or take-out food establishments;*

Farmers' market;

Foodstore, no seating permitted;

Formula business. "Formula business" (not including formula restaurants, which are prohibited) means a business which is required by contractual or other arrangement to maintain any of the following: standardized services, decor, uniforms, architecture, signs or other similar features. This shall include, but not be limited to, retail sales and service, visitor accommodations, wholesale and industrial operations;

Health clubs;

Hotel, rental of rooms limited to upper floors;***

Household appliance and repair shop;

Jewelry store, provided the business includes on-premises repair;

Laundromat or laundry;

Liquor store;

Locksmith;

Market;

Massage salon;

Off-site winery offices with nonpublic wine tasting. Tasting of wine may be offered to wine distributors and wine merchants only;

Parking facilities (including parking for a fee) when not required to serve an approved use;

Pawnshops, subject to police chief review of information included in state or local statutes;

Photography studio;

Real estate services when located on the first floor with access and frontage on Main Street;

Residential units, limited to upper floors only for nontransient occupancy;

The St. Helena Municipal Code is current through Ordinance 20-2, passed March 10, 2020.

Service station, pursuant to Section 17.136.080;

Spa;

Supportive housing, limited to upper floors only;

Tanning salon;

Tattoo and/or piercing salon;

Theaters, movie and legitimate;

Tobacco/smoke shop, including the sale of tobacco, tobacco and/or nicotine products and equipment for smoking;

Transitional housing, limited to upper floors only;

Used merchandise store, including clothing, with no off-hours or exterior drop-off donation areas permitted;

Wine shops. "Wine shops" are establishments that purchase and sell wines from multiple wineries and distributors. Wines may be made in other counties in California, other states or other countries. Incidental wine tastings may occur in wine shops. Wine shops are not owned by wineries and must possess a Type 20, 21, or 42 license from ABC;

Winery tasting rooms. "Winery tasting rooms" are establishments that sell wines on behalf of one or more wineries and enable consumers to taste wine (with and without charge) as a regular part of the sales process. The wines for tasting and for sale must be made from a minimum of seventy-five percent (75%) Napa Valley grapes and must be labeled Napa Valley or be a subappellation of the Napa Valley. The permit requires a Type 02 ABC license. Food may be provided if it is at no cost to the consumer, is made off premises and the facilities are approved by Napa County environmental management;

Other similar uses found consistent with the general plan and the CB district pursuant to procedures in Chapter 17.08.

~~* — Note: The city has established a limit on the number of eating and drinking establishments within such establishments as listed in the regulated food and beverage establishments inventory. This inventory may be amended by action of the city council.~~

~~** — Note: The city has established a limit on the number of transient occupancy rooms permitted in the city to those existing or approved on September 28, 1993, as listed in the hotel, motel, and B&B inventory. This inventory may be amended by action of the city council.~~

(Ord. 18-7 § 4 (Exh. A (part)); Ord. 15-2 § 9: Ord. 10-8 § 2 (Exh. A (part)); Ord. 09-6 § 2 (Exh. A (part)); Ord. 04-8 § 3: Ord. 02-6 § 7: prior code § 27.72)

17.48.040 Design review required.

Pursuant to Chapter 17.164 all signs, new structures or buildings, or exterior revisions (including, but not limited to, change in exterior color) of any existing structures or buildings for both permitted and conditional uses shall require design review. (Ord. 10-8 § 2 (Exh. A (part)); prior code § 27.73)

17.48.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the CB district:

A. Signs subject to the provisions of Chapter 17.148;

B. Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities, and reverse vending machines, subject to design review approval by the planning director;

- C. On-site storage facilities accessory to the primary use subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility and size of the storage facility;
- D. Cottage food operations subject to the provisions of Section 17.116.045;
- E. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to procedures in Chapter 17.08. (Ord. 16-3 § 10: Ord. 10-8 § 2 (Exh. A (part)): prior code § 27.75)

17.48.060 Prohibited uses.

The following uses are specifically prohibited in the CB district:

- A. Formula restaurant. "Formula restaurant" means a restaurant devoted to the preparation and offering of food and beverage for sale to the public for consumption either on or off the premises and which is required by contractual or other arrangement to offer any of the following: standardized menus, ingredients, food preparation, decor, uniforms, architecture, or similar standardized features;
- B. Outlet stores, discount stores, or stores devoting commercial area, gross sales or inventory to the sale of second quality, irregular or discontinued merchandise or to the liquidation of merchant's or manufacturer's stock;
- C. Souvenir shops;
- D. T-shirt shops;
- E. Time-share projects, programs or occupancies. (Ord. 10-8 § 2 (Exh. A (part)): prior code § 27.75)

17.48.070 Development standards.*

The following requirements shall be observed in the CB district, excluding the area within the specific plan area as defined in the general plan, and except as otherwise provided in this title:

A. Maximum Standards.	
1. Height of building/structures**	35 feet
2. Building floor area	***
3. Use floor area	****
4. Floor area ratio	2.0 (requires off-site parking)
B. Minimum Standards.	
1. Lot area	5,000 square feet
2. Front setback	0 feet
3. Side setback	0 feet
4. Side yard**	0 feet
5. Rear yard**	0 feet

* Development standards for the CB district area included in the specific plan area of the general plan shall be determined in conjunction with a site development plan for the parcel(s) at the time of project review. Variations from the adopted development standards may be allowed in the specific plan area if findings of consistency with general plan policies are made by the city during review of the development application.

** Yards abutting a property designated residential shall have a minimum of ten (10) foot setback and a maximum building height of thirty (30) feet.

*** Building floor area in the CB district shall be governed by the provisions of subsection C of this section.

The St. Helena Municipal Code is current through Ordinance 20-2, passed March 10, 2020.

**** Use floor area in the CB district shall be governed by the provisions of subsection D of this section.

C. Building Floor Area.

1. Buildings Existing Prior to 1993 Which Exceed Ten Thousand (10,000) Square Feet. Buildings which existed prior to 1993 and exceed ten thousand (10,000) square feet may increase the allowable floor area upon approval of a use permit by the planning commission. Approval of a use permit is subject to finding the expansion consistent with the policies of the general plan and the purpose of the CB district. When a use permit is considered for expansion of floor area the following criteria shall be considered in addition to the use permit findings included in Sections 17.168.050 and 17.48.100:

- a. Expanded floor area shall only be allowed for office, storage, or other nonretail uses determined by the planning commission.
- b. The proposed increase in floor area shall not result in an expansion of the footprint or building coverage of the existing building.
- c. The floor area ratio shall not be exceeded.

2. Buildings Constructed After 1993. Each building on a legal parcel of record is limited to a maximum of ten thousand (10,000) square feet of building floor area. Multiple buildings may be constructed on a legal parcel of record, provided the individual buildings do not exceed ten thousand (10,000) square feet of building floor area and the maximum floor area ratio on the parcel is not exceeded.

Floor area of a single building may exceed ten thousand (10,000) square feet upon approval of a use permit by the planning commission. Approval of a use permit is subject to finding the increased building floor area consistent with the policies of the general plan and the purpose of the CB district. When a use permit is considered for increased building floor area the following criteria shall be considered in addition to the findings included in Sections 17.168.050 and 17.48.100:

- a. Increased floor area shall only be allowed for office, storage, or other nonretail uses determined by the planning commission.
- b. The building footprint for each building shall not exceed ten thousand (10,000) square feet.
- c. The allowed floor area ratio shall not be exceeded.

D. Use Floor Area.

1. Minimum Floor Area. All uses in the CB district within existing and newly constructed buildings shall have a minimum floor area of two hundred (200) square feet unless a use permit is approved by the planning commission to allow a reduction in floor area below two hundred (200) square feet.

2. Maximum Floor Area. All uses in the CB district within existing and newly constructed buildings shall be limited to a maximum of ten thousand (10,000) square feet of floor area. Tenant spaces in existence on November 1, 1999, may increase the existing floor area by no more than ten percent (10%) of the existing floor area. Modification of tenant spaces existing on November 1, 1999, resulting in more than a ten percent (10%) increase in floor area may be allowed upon approval of a use permit by the planning commission. Increase of tenant space floor area shall not result in the tenant space exceeding ten thousand (10,000) square feet except as provided by subsection C of this section. (Ord. 10-8 § 2 (Exh. A (part)); prior code § 27.76)

17.48.080 Outdoor storage, display or sale of merchandise.

A. All uses shall be conducted entirely within a completely enclosed building except for:

1. Bus depots and transit stations;
2. Farmers' markets;

3. Outdoor dining, in conjunction with a use permit approved for restaurant use;
 4. Parking and loading areas;
 5. Portable shoeshine stands when the business is conducted in conjunction with an approved use, provided the shoeshine stand conducts business during the same business hours as the approved primary use;
 6. Seasonal sales (Christmas trees, pumpkins, etc.);
 7. Service stations;
 8. Taxi stands;
 9. Such other uses which, in the opinion of the planning director, require outside display or storage.
- B. Provided the use is allowed (either as a permitted or conditional use) by the zoning district regulations for the district in which the property is located, the following provisions shall apply to the incidental placement, storage, display, sale, or offer for sale of any merchandise out-of-doors or outside any completely enclosed building:
1. Screening. The merchandise shall be screened so as not to be visible from any public or private street, any off-street parking facility, or any common area in an integrated commercial center; or
 2. Use Permit. A use permit approved by the planning commission shall be required for the outdoor storage, display or sale of merchandise except for the following:
 - a. Fruits and vegetables,
 - b. Plants and other growing vegetation, with the limitation in subsection (B)(3)(f) of this section not applicable to nurseries,
 - c. Cut flowers (planter boxes subject to the standards specified in subsection (B)(3)(g) of this section),
 - d. Gasoline pumps, oil racks and accessory items when located on pump islands,
 - e. Vehicles, including, but not limited to, automobiles, trucks, motorcycles, trailers and recreational vehicles, with the limitation in subsection (B)(3)(f) of this section not applicable,
 - f. Areas within a completely roofed street alcove or entryway; provided, that the merchandise is inside the line of the building face,
 - g. Parking lot and sidewalk sales and other promotional events that involve retail sales, as long as they do not exceed twelve (12) days total during any twelve (12) month period with no more than three days being consecutive, regardless of the number of businesses located on the property, with the limitations in subsection (B)(3)(e) and (f) of this section not applicable,
 - h. Nonpromotional events conducted by or for recognized nonprofit or charitable community groups, with the limitations in subsection (B)(3)(a), (e) and (f) of this section not applicable,
 - i. Garage and yard sales, as long as they are conducted on property used for residential purposes by a resident and do not exceed three days during any six-month period, with the limitations in subsection (B)(3)(a), (e) and (g) of this section not applicable,
 - j. Merchandise associated with hardware stores and building supply stores,
 - k. Activities similar to the above, as determined by the planning commission.
 3. Standards. The placement or location of the merchandise must comply with the following:

- a. The merchandise or activity is incidental and adjacent to any lawfully established business that normally sells the merchandise inside the building.
 - b. The merchandise or activity does not present a hazard to pedestrians or vehicles.
 - c. The merchandise or activity does not occupy the space formed by extending the width of any required or existing building exit, whichever is wider, to the public right-of-way.
 - d. The display of merchandise shall not be located within the public right-of-way.
 - e. The merchandise or activity does not occupy any required parking spaces.
 - f. The storage, display or sales area is limited to two hundred (200) square feet or ten percent (10%) of the gross floor area of the business, whichever is less.
 - g. Along Main Street, between Mitchell Street and Pine Street on the west side, and Pope Street to Pine Street on the east side, planter boxes and plants shall encroach no more than twelve (12) inches into the public right-of-way, shall have a maximum height of four feet zero inches, and six feet of sidewalk shall be kept clear for pedestrian use. These standards shall apply elsewhere in the central business district outside of the area designated; however, the city council shall be empowered to waive the standards on a case-by-case basis.
4. Use of Street or Sidewalk. Nothing in this section shall authorize the placement, storage, display, sale or offer for sale of any merchandise on any street or on any sidewalk or any other portion of the public right-of-way, with the exception of sidewalk sales permitted by subsection (B)(2)(g) of this section. (Ord. 10-8 § 2 (Exh. A (part)); Ord. 06-9 § 2 (part); prior code § 27.77)

17.48.090 Other standards and uses.

- A. Catering. Food catering shall be permitted when accessory to an approved use.
- B. Music/Entertainment. Music/entertainment shall be allowed when accessory to an approved use and noise is not audible beyond the confines of the building.
- C. Food and Beverage Establishments. ~~Establishments serving food or beverage with seating are limited to thirty (30), as listed on the regulated food and beverage establishments inventory.~~ Such establishments shall be subject to the following regulations:
 1. The type of use shall be as listed on the ~~inventory and/or~~ conditions imposed during city review.
 2. All regulated uses shall be subject to use permit review by the planning commission prior to change in use or expansion of use. Change in use or expansion of use shall include increase in seating; increase in floor area; change to a restaurant with a complete kitchen capable of providing full menu service of food prepared on premises; or change in services which may result in an increase in water, sewer, traffic, noise, or parking/circulation impacts. Change in use shall not include minor changes to hours of operation or change in hours to the food service unless such hours are regulated by an existing use permit.
 3. If approvals expire for an establishment ~~listed in the inventory~~ or if an establishment ceases operation and may not be reestablished under Chapter 17.140 regulating nonconforming establishments, Section 17.08.120 regulating use permits, or other provisions of this title, another restaurant may be established at a new location as follows:
 - a. Use permit approval is required for a new establishment at any location within the city.
 - ~~b. The total number of establishments shall not be increased beyond thirty (30).~~
 - ~~c.~~ The total number of seats in the proposed restaurant shall not exceed two hundred (200).

~~dc.~~ Use permit applications for the establishment of new restaurants shall be considered in the order of applications received, except that priority will be given to an existing business which is being relocated if the following conditions are met:

- i. The existing business notifies the planning director in writing no later than ten (10) days after the business ceases operation of its intention to relocate and of the date it will or did cease operation; and
- ii. A completed use permit application is filed before the food or beverage use at the original location becomes null and void pursuant to Section 17.140.020, 17.08.120, or other provisions of this title.

~~ed.~~ No use permit application will be accepted for processing until an establishment ~~on the inventory~~ (or an approved replacement establishment) has ceased operation or the property owner has notified the planning director in writing that the use will not be reestablished at the previous location. The use permit application shall not be scheduled for hearing by the planning commission until the time period for reestablishing of the use at the location where the use has ceased, has expired or written notice has been given by the property owner that the use will not be reestablished at the previous location.

4. When an existing business is modifying its operation the use permit shall be reviewed for compliance with the following:

- a. That if the regulated use is considered a legal nonconforming business, the reasons for nonconformity shall be stated in the findings;
- b. That the plans submitted with the application indicate that any existing nonconformities will not be increased by the issuance of the permit;
- c. The total seating capacity authorized by the use permit and fire code occupancy shall be posted on the premises;
- d. That all trash and recycling areas are screened from view.

5. A use permit or use permit amendment is required to expand the number of seats at a restaurant ~~listed on the regulated food and beverage establishments inventory~~ or to enclose approved outdoor seating for use as indoor seating.

- a. The total number of restaurant seats, including indoor and outdoor seating, shall not exceed two hundred (200). Restaurants with more than two hundred (200) seats that were legally approved prior to the date of adoption of the ordinance codified in this chapter shall not be required to reduce their seating to comply with this regulation.
- b. Seating shall be in compliance with the maximum fire code occupancy as determined by the fire marshal.
- c. A building expansion to enclose outdoor seating to indoor seating shall be considered an expansion of seating for purposes of determining required parking.

6. Outdoor Seating. Administrative approval of a sidewalk dining permit is required to establish outdoor seating for dining at restaurants with an approved use permit. Use permit amendment is required for an increase in the number of seats. The sidewalk dining permit application shall include a plan showing the number of tables and chairs and the area where the dining will be allowed.

- a. Outdoor dining for seating that results in an increase in the number of seats shall be reviewed by the planning department for compliance with parking standards and by Napa County environmental management for compliance with regulations pertaining to food storage, health and safety.
- b. For those restaurants that wish to serve alcohol outside, the licensee must obtain approval for premises expansion from the California Department of Alcoholic Beverage Control.

- c. All entrances and emergency exits shall be kept free of obstructions to ingress and egress.
 - d. For those restaurants that wish to establish outdoor seating for dining on a sidewalk, the following will be required:
 - i. A one-and-one-half-foot “recovery zone” from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - ii. A four-foot clear path of travel, which clearly maintains ADA compliance along the sidewalk, must be maintained to provide disabled access.
 - iii. Tables and chairs must be brought indoors when the restaurant is closed.
 - iv. Entertainment shall not be allowed on the sidewalk as part of the restaurant service.
 - v. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair.
 - vi. Sidewalk dining permits are revocable at the will of the city, and such revocations do not result in a taking of the owner’s property (i.e., a taking of the restaurant).
 - vii. No more than twenty percent (20%) of total restaurant seating may be located on the sidewalk or other public property.
 - e. For those restaurants wishing to allow patrons to bring dogs to the outdoor dining area, the following regulations shall be enforced:
 - i. Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens or any other items involved with food service operations.
 - ii. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under control.
 - iii. Dogs shall not be allowed on chairs, tables, or other furnishings.
 - iv. All table and chair surfaces shall be cleaned and sanitized between seating of patrons.
 - v. Dog waste shall be removed immediately and the area immediately cleaned and sanitized with an appropriate product.
 - vi. Dogs shall not be permitted to travel through indoor portions of the public food service establishment.
- D. Landscaping Requirements.
- 1. Installation and Maintenance of Landscaping and Shade Trees. All required frontage yards, off-street parking areas, and all other open areas (other than screened storage areas) shall be permanently maintained by the property owner with the installation of shade trees, planters, and landscaped areas to cover a minimum of five percent of the total site in accordance with the following standards:
 - a. Parking Lot Trees. All trees in parking lots shall be fifteen (15) gallon can size and shall conform to the National Association of Nurserymen’s adopted standards for growth, condition and development of nursery-supplied materials. Modification of these standards for equivalent quality of tree or shade plant may be permitted depending on species and quality of stock. The following minimum number of trees shall be required in any parking lot:

Parking Lot Size	Number of Trees
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The St. Helena Municipal Code is current through Ordinance 20-2, passed March 10, 2020.

Parking Lot Size	Number of Trees
15 spaces or less	1 tree/4 spaces (minimum of 2 trees)
16 spaces or more	20 trees/acre if canopy is 40 feet or greater
	24 trees/acre if canopy is less than 40 feet

b. Planters. Where a parking lot abuts a public right-of-way, there shall be provided a landscaped planter contiguous to and parallel to such right-of-way.

c. Variety and Distribution. Shade trees shall be of a variety approved by the city that will, under ordinary circumstances and growing conditions, provide shade upon reaching maturity. Distribution of trees shall generally be in a grid or similar pattern within off-street parking lots, required yards, and other open spaces and landscaped areas so as to fulfill the intent of this title to shade expanses of pavement and other open space.

d. Curbing. Landscaping and shade trees shall be contained in planters and tree wells bordered by a six-inch high concrete curb or equivalent barrier approved by the city.

e. Width and Protection. Unless otherwise specified in this chapter or under the conditions of an approved permit, planters and tree wells shall have a width of not less than five feet and shall be protected from automobile overhang where necessary through the provision of barriers, tire stops or additional width.

f. Maintenance. Landscaped areas and planters shall be served by an irrigation system approved by the city and shall be kept in a weed-free condition.

E. Wastewater Generation. Each and every use allowed in the CB district shall be restricted such that all such uses on any single "lot of record," as defined by Section 13.24.090(C) of this code do not in the aggregate generate wastewater in excess of the following standards:

1. Six hundred (600) gallons per day, without a use permit which regulates wastewater generation;
2. Two thousand five hundred (2,500) gallons per day, upon grant of a use permit regulating wastewater generation; provided the city council approves a use permit with conditions ensuring that all reasonable water conservation measures are implemented, and finds that approval is in the best interest of the city; or
3. For all uses lawfully in effect on any lot of record on December 8, 1981, which generated in aggregate more than six hundred (600) gallons of wastewater per day, such uses may be altered, reconstructed or changed; provided, that the resultant uses on any such lot of record do not in the aggregate generate wastewater exceeding the aggregate wastewater gallonage per day for all uses existing on such lot of record on December 8, 1981.

F. Demolition Permit Required. Except when required for the emergency protection of public health, safety or welfare as determined by the city manager, no permit authorizing the demolition of any structure within the commercial zoning districts shall be issued until reviewed by the planning commission in accordance with the procedures established in Chapter 17.92 and the following findings:

1. That, based on the public record and testimony presented at a public hearing, the structure is determined not to be a significant architectural or historical building. If a structure is determined to be significant by the planning commission, no demolition will be authorized unless the following findings are made by the commission:
 - a. That the structure poses a threat to health, safety and general welfare if it is not demolished;

- b. That restoration of the structure is not feasible or practicable using current building codes including, but not limited to, the Historic Building Code provisions of the Uniform Building Code of the state;
- c. That no public or other funding is available for financing renovation or purchase of the structure.

G. Right to Farm Provision. Property owners within the district 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. (Ord. 18-5¹ § 4 (Exh. B (part)); Ord. 10-8 § 2 (Exh. A (part)); Ord. 00-2 § 2; prior code § 27.78)

17.48.100 Reserved.
(Ord. 10-8 § 2 (Exh. A (part)))

¹ Code reviser's note: Section 5 of Ordinance 18-5 provides that its amendments "are enacted for a period of two years and shall terminate on November 8, 2020, unless extended or made permanent by action of the City Council."

Chapter 17.52

SERVICE COMMERCIAL (SC) DISTRICT

Sections:

- 17.52.010 Purpose.
- 17.52.020 Permitted uses.
- 17.52.030 Conditional uses.
- 17.52.040 Design review required.
- 17.52.050 Accessory uses, buildings and structures.
- 17.52.060 Prohibited uses.
- 17.52.070 Development standards.
- 17.52.080 Outdoor storage, display or sale of merchandise.
- 17.52.090 Other standards and uses.
- 17.52.100 Reserved.

17.52.010 Purpose.

The service commercial district (SC) designation provides for service and retail uses, restaurants, service stations, motels, public and quasi-public uses and similar and compatible uses. The designation is intended primarily for service and retail uses that are automobile-oriented or whose operational characteristics and space needs are not considered appropriate for the central business district. The intent is for the SC district to be primarily local resident-serving in character. Strictly tourist-serving retail uses are prohibited within this designation.

Implementing Policy 2.6.42 of the 1993 general plan states:

Allow only businesses which are primarily local-serving within all commercial areas. Exclude all fast food restaurants, outlet and discount type stores as well as large retail businesses whose consumer base requires a population larger than St. Helena and its vicinity. For purposes of the General Plan, vicinity shall be defined as the surrounding agricultural area for which St. Helena has historically provided goods and services.

Local-serving businesses are considered to be those that derive a significant portion of their revenues from St. Helena residents, and which provide services and products which satisfy local residents' day-to-day needs. They are those businesses for which a majority of the shoppers are regular repeat customers from the community. Nonlocal-serving or tourist-serving uses are those which would generally not be in St. Helena if it were not for the presence of visitors. Tourist-serving business use is generally characterized by a redundancy in merchandise from store to store with goods sold being substantially similar to such goods sold in other major destination points. (Ord. 10-8 § 2 (Exh. B (part)); prior code § 27.80)

17.52.020 Permitted uses.

The following uses are permitted in the SC district within usable floor areas of two hundred (200) square feet or greater:

- Accounting, auditing, and bookkeeping;
- Appliance store;
- Audio-visual store;
- Auto supply store;
- Automatic bank teller;
- Bakery;
- Bank, credit union or financial institution;

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Beauty shop/barber shop, including manicures, pedicures, make-up, facials, waxing, electrolysis, and piercing, when accessory to the primary use of hairstyling;

Boat sales and service;

Bookkeeping services;

Camera and photo supply store;

Catering establishments, no retail sales;

Child care facilities consistent with state law;

Cleaning and janitorial services;

Clothing store, limited to the sale of new clothing and clothing accessories;

Commercial art/photography service;

Computer supply store;

Dance studios and schools;

Emergency shelter;

Engraving services;

Farm supply and feed store;

Florist;

Frame shop;

Fruit and vegetable market;

Furniture stores, new and unfinished;

Glazing businesses;

Graphic design services;

Hardware store;

Health care equipment and services;

Hobby store;

Home furnishings and interior decorating stores, limited to establishments engaged in the retail sale of such items as china, glassware, and metalware for kitchen and table use; bedding and linen; brooms and brushes; lamps and shades; mirrors and pictures; carpets and rugs; and window coverings;

Locksmith;

Luggage store;

Music recording studio;

Nail salon;

Newspaper distribution facilities, no retail sales;

The St. Helena Municipal Code is current through Ordinance 20-2, passed March 10, 2020.

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Office use, local-serving business and professional offices; off-site winery offices are permitted with no wine tasting;

Opticians and optometrist shop, including repair;

Paint, glass and wallpaper store;

Painting contractor/services;

Party supplies and service;

Pet store, services, supplies;

Plumbing and contractor/services;

Postal and mail service;

Printing and copy service;

Residential units, upper floor only in conjunction with a mixed use project;

Reupholstery and furniture repair;

Saddle and equestrian store and repair;

Saw, knife and tool sharpening shops;

Security services;

Shoe repair;

Sign maker;

Sporting goods store;

Staffing services;

Supportive housing, upper floor only in conjunction with a mixed use project;

Telephone center, including sales and maintenance;

Transitional housing, upper floor only in conjunction with a mixed use project;

Trophy shop;

Used merchandise stores, including clothing, with no off-hours or exterior drop-off donation areas permitted;

Veterinary services without overnight boarding of animals;

Other similar uses found consistent with the general plan and the SC district pursuant to Chapter 17.08. (Ord. 18-7 § 4 (Exh. A (part)): Ord. 15-2 § 10: Ord. 10-8 § 2 (Exh. B (part)): Ord. 09-6 § 2 (Exh. A (part)): Ord. 04-8 § 5: prior code § 27.81)

17.52.030 Conditional uses.

The following list of uses requires approval of a use permit as regulated by Chapter 17.168. ~~A use permit is also required for a business which consists of two or more of the permitted uses listed in Section 17.52.020.~~ Approval of a use permit is subject to finding the use consistent with the policies of the general plan and the purpose of the SC zoning district. When a use permit is considered for a use in the SC district the standard use permit findings included

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in Section 17.168.050 shall be made to determine consistency of the use with the policies of the general plan and the purpose of the SC zoning district:

Ambulance services;

Animal boarding facility;

Automobile sales, service and repair;

Automobile, truck, and motorcycle rental;

Bicycle and scooter rental businesses, excluding motorcycles:

1. Storage or display of rental vehicles shall not be permitted within the public right-of-way, except where the city has jurisdiction over the sidewalks and as may be allowed by use permit with the following conditions in subsection 2 below.
2. For those vehicle rental businesses that wish to establish storage or display of rental bicycles/scooters on a sidewalk, the following will be required:
 - a. One-and-one-half-foot "recovery zone" from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - b. A four-foot clear path of travel along the sidewalk must be maintained to provide disabled access.
 - c. Bicycles/scooters must be brought indoors when the business is closed.
 - d. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair;

Breweries, including tasting;

Cabinet making shop;

Car wash;

Catalogue office/retail center, including storage of merchandise;

Drinking establishments serving alcoholic and/or nonalcoholic beverages as regulated by Section 17.52.090(D), provided the following are not allowed:

1. Establishments serving customers within their vehicles on the premises or preparing beverages/food intended for consumption within their vehicles on the premises,
2. Establishments primarily preparing beverages/food for consumption off the premises,
3. Music/entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music/entertainment is being performed,
4. Drive-in or walk-up window for take-out service;

Eating and drinking establishments as regulated by Section 17.52.090(D), provided the following are not allowed:

1. Establishments serving customers within their automobiles on the premises or preparing food intended for consumption within their automobiles on the premises,
2. Establishments primarily preparing food for consumption off the premises,

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3. Music/entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music/entertainment is being performed,
4. The addition of on-site general liquor sales to an existing eating establishment when the operation of the eating place has been in violation of any city ordinance or any conditions of a use permit within the preceding two years and the premises do not conform in all respects with municipal code requirements,
5. Drive-in or walk-up window for take-out service,
6. Formula or take-out food establishments;*

Electric and gas utilities;

Equipment rental and leasing;

Farmers' market;

Food product development;

Formula business. "Formula business" (not including formula restaurants, which are prohibited) means a business which is required by contractual or other arrangement to maintain any of the following: standardized services, decor, uniforms, architecture, signs or other similar features. This shall include, but not be limited to, retail sales and service, visitor accommodations, wholesale and industrial operations;

Grocery stores; limited to ten thousand (10,000) square feet in size with retail sales of meat, produce, dairy, baked goods, and groceries with accessory sales of household goods and delicatessen items;

Gunsmith;

Health club and fitness centers;

Hotels and motels;**

Janitorial services;

Laundry, self-serve cleaning and garment services;

Light manufacturing uses;

Liquor stores, retail sales only;

Local passenger transportation and services, includes train depot;

Lumber and other building materials business;

Massage services;

Mortuary and funeral homes;

Motor vehicle sales, new and/or used vehicles;

Nursery, lawn and garden supply stores with retail sales;

Off-site winery offices with nonpublic wine tasting. Tasting of wine may be offered to wine distributors and wine merchants;

Parking facilities, commercial;

Performing arts facility;

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Pool and spa supply and sales;

Schools and educational services;

Service station, pursuant to Section 17.136.080;

Small engine and/or equipment repair shops, excluding the repair of heavy equipment;

Tanning salon;

Taxidermist;

Theater, movie and legitimate;

Tobacco/smoke shop, including the sale of tobacco, tobacco and/or nicotine products and equipment for smoking;

Towing services and yards;

Used merchandise stores, including clothing, with off-hours or exterior drop-off donation areas;

Utilities;

Warehouse and wholesale business, excluding retail sales;

Wine shops. "Wine shops" are establishments that sell wines from multiple wineries and distributors. Wines may be made in other counties in California, other states or other countries. Incidental wine tastings may occur in wine shops. Wine shops are not owned by wineries and must possess a Type 20, 21, or 42 license from ABC;

Wineries;

Winery tasting rooms. "Winery tasting rooms" are establishments that sell wines on behalf of one or more wineries and enable consumers to taste wine (with and without charge) as a regular part of the sales process. The wines for tasting and for sale must be made from a minimum of seventy-five percent (75%) Napa Valley grapes and must be labeled Napa Valley or be a subappellation of the Napa Valley. The permit requires a Type 02 ABC license. Food may be provided if it is at no cost to the consumer, is made off premises and the facilities are approved by Napa County environmental management;

Other similar uses found consistent with the general plan and the SC district pursuant to Chapter 17.08.

~~*— Note: The city has established a limit on the number of eating and drinking establishments. Such establishments are listed in the regulated food and beverage establishments inventory. This inventory may be amended by action of the city council.~~

~~**— Note: The city has established a limit on the number of transient occupancy rooms permitted in the city to those existing or approved on September 28, 1993, as listed in the hotel, motel, and B&B inventory. This inventory may be amended by action of the city council.~~

(Ord. 18-7 § 4 (Exh. A (part)): Ord. 11-5 § 2 (Exh. A); Ord. 10-8 § 2 (Exh. B (part)): Ord. 10-4 § 5; Ord. 09-6 § 2 (Exh. A (part)): Ord. 04-8 § 6; prior code § 27.82)

17.52.040 Design review required.

Pursuant to Chapter 17.164 all signs, new structures or buildings, or exterior revisions (including, but not limited to, change in exterior color) of any existing structures or buildings for both permitted and conditional uses shall require design review. (Ord. 10-8 § 2 (Exh. B (part)): prior code § 27.83)

17.52.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the SC district:

A. Signs subject to the provisions of Chapter 17.148;

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- B. Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities, and reverse vending machines, subject to design review approval by the planning director;
- C. On-site storage facilities accessory to the primary use are subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility, and size of the storage facility;
- D. Cottage food operations subject to the provisions of Section 17.116.045;
- E. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to Chapter 17.08. (Ord. 16-3 § 11: Ord. 10-8 § 2 (Exh. B (part)): prior code § 27.84)

17.52.060 Prohibited uses.

The following uses are specifically prohibited in the SC district:

- A. Formula restaurant. "Formula restaurant" means a restaurant devoted to the preparation and offering of food and beverage for sale to the public for consumption either on or off the premises and which is required by contractual or other arrangement to offer any of the following: standardized menus, ingredients, food preparation, decor, uniforms, architecture, or similar standardized features;
- B. Outlet stores, discount stores, or stores devoting commercial area, gross sales or inventory, to the sale of second quality, irregular or discontinued merchandise or to the liquidation of merchant's or manufacturer's stock;
- C. Souvenir shops;
- D. T-shirt shops;
- E. Time-share projects, programs or occupancies. (Ord. 10-8 § 2 (Exh. B (part)): prior code § 27.85)

17.52.070 Development standards.*

The following requirements shall be observed in the SC district, excluding the area within the specific plan area as defined in the general plan, and except as otherwise provided in this title:

A. Maximum Standards.	
1. Height of building/structures	35 feet
2. Building floor area	**
3. Use floor area	***
B. Minimum Standards.	
1. Lot area	10,000 square feet
2. Front setback	****
3. Side setback	25 feet
4. Side yard	10 feet/floor
5. Rear yard****	15 feet*****

* Development standards for the SC district area included in the specific plan area of the general plan shall be determined in conjunction with a site development plan for the parcel(s) at the time of project review. Variations from the adopted development standards may be allowed in the specific plan area if findings of consistency with general plan policies are made by the city during review of the development application.

** Building floor area in the SC district shall be governed by the provisions of subsection C of this section.

*** Use floor area in the SC district shall be governed by the provisions of subsection D of this section.

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**** Fifteen percent (15%) of lot depth shall be the average front building setback along Main Street, but in no case shall the setback be less than thirty-five (35) feet. The first thirty-five (35) feet of the front setback shall be devoted to landscaping exclusive of driveway access with the balance, if any, of the required front setback devoted to parking or landscaping as determined by design review. Lot depth is the depth of the parcel or portion thereof which is zoned commercial.

***** Yards abutting a property designated residential shall have a minimum of twenty (20) feet.

C. Building Floor Area.

1. Buildings Existing Prior to 1993 Which Exceed Ten Thousand (10,000) Square Feet. Buildings which existed prior to 1993 and exceed ten thousand (10,000) square feet may increase the allowable floor area upon approval of a use permit by the planning commission. Approval of a use permit is subject to finding the expansion consistent with the policies of the general plan and the purpose of the SC district. When a use permit is considered for expansion of floor area the following criteria shall be considered in addition to the use permit findings included in Sections 17.168.050 and 17.52.100:

- a. Expanded floor area shall only be allowed for office, winery, storage, or other nonretail uses determined by the planning commission.
- b. The proposed increase in floor area shall not result in an expansion of the footprint or building coverage of the existing building.
- c. The floor area ratio shall not be exceeded.

2. Buildings Constructed After 1993. Each building on a legal parcel of record is limited to a maximum of ten thousand (10,000) square feet of building floor area. Multiple buildings may be constructed on a legal parcel of record provided the individual buildings do not exceed ten thousand (10,000) square feet of building floor area and the maximum floor area ratio on the parcel is not exceeded.

Floor area of a single building may exceed ten thousand (10,000) square feet upon approval of a use permit by the planning commission. Approval of a use permit is subject to finding the increased building floor area consistent with the policies of the general plan and the purpose of the SC district. When a use permit is considered for increased building floor area the following criteria shall be considered in addition to the findings included in Sections 17.168.050 and 17.52.100:

- a. Increased floor area shall only be allowed for office, winery, storage, or other nonretail uses determined by the planning commission.
- b. The building footprint for each building shall not exceed ten thousand (10,000) square feet.
- c. The allowed floor area ratio shall not be exceeded.

D. Use Floor Area.

1. Minimum Floor Area. All uses in the SC district within existing and newly constructed buildings shall have a minimum floor area of two hundred (200) square feet unless a use permit is approved by the planning commission to allow a reduction in floor area below two hundred (200) square feet.

2. Maximum Floor Area. All uses in the SC district within existing and newly constructed buildings shall be limited to a maximum of ten thousand (10,000) square feet of floor area. Tenant spaces in existence on November 1, 1999, may modify the existing floor area by no more than ten percent (10%) of the existing floor area. Modification of tenant spaces existing on November 1, 1999, resulting in more than a ten percent (10%) increase in floor area may be allowed upon approval of a use permit by the planning commission. Increase of tenant space floor area shall not result in the tenant space exceeding ten thousand (10,000) square feet except as provided by subsection C of this section. (Ord. 10-8 § 2 (Exh. B (part)); prior code § 27.86)

17.52.080 Outdoor storage, display or sale of merchandise.

A. All uses shall be conducted entirely within a completely enclosed building except for:

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1. Auto dealers;
 2. Bus depots and transit stations;
 3. Farmers' markets;
 4. Parking and loading areas;
 5. Plant nurseries;
 6. Restaurants, outdoor dining in conjunction with a use permit approved for restaurant use;
 7. Seasonal sales (Christmas trees, pumpkins, etc.);
 8. Service stations;
 9. Storage of building materials and supplies accessory to an approved use;
 10. Taxi stands;
 11. Such other uses which, in the opinion of the planning director, require outside display or storage.
- B. Provided the use is allowed (either as a permitted or conditional use) by the zoning district regulations for the district in which the property is located, the following provisions shall apply to the incidental placement, storage, display, sale, or offer for sale of any merchandise out-of-doors or outside any completely enclosed building:
1. Screening. The merchandise shall be screened so as not to be visible from any public or private street, any off-street parking facility, or any common area in an integrated commercial center; or
 2. Use Permit. A use permit approved by the planning commission shall be required for the outdoor storage display or sale of merchandise except for the following:
 - a. Fruits and vegetables,
 - b. Plants and other growing vegetation, with the limitation in subsection (B)(3)(f) of this section not applicable to nurseries,
 - c. Cut flowers,
 - d. Gasoline pumps, oil racks and accessory items when located on pump islands,
 - e. Vehicles, including, but not limited to, automobiles, trucks, motorcycles, trailers and recreational vehicles, with the limitation in subsection (B)(3)(f) of this section not applicable,
 - f. Areas within a completely roofed street alcove or entryway; provided, that the merchandise is inside the line of the building face,
 - g. Parking lot and sidewalk sales and other promotional events that involve retail sales, as long as they do not exceed twelve (12) days total during any twelve (12) month period with no more than three days being consecutive, regardless of the number of businesses located on the property, with the limitations in subsection (B)(3)(e) and (f) of this section not applicable,
 - h. Nonpromotional events conducted by or for recognized nonprofit or charitable community groups, with the limitations in subsection (B)(3)(a), (e), and (f) of this section not applicable,
 - i. Garage and yard sales, as long as they are conducted on property used for residential purposes by a resident and do not exceed three days during any six-month period, with the limitations in subsection (B)(3)(a), (e), and (f) of this section not applicable,

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- j. Merchandise associated with hardware stores and building supply stores,
 - k. Activities similar to the above, as determined by the planning director.
3. Standards. The placement or location of the merchandise must comply with the following:
- a. The merchandise or activity is incidental and adjacent to any lawfully established business that normally sells the merchandise inside the building.
 - b. The merchandise or activity does not present a hazard to pedestrians or vehicles.
 - c. The merchandise or activity does not occupy the space formed by extending the width of any required or existing building exit, whichever is wider, to the public right-of-way.
 - d. The display of merchandise shall not be located within the public right-of-way.
 - e. The merchandise or activity does not occupy any required parking spaces.
 - f. The storage, display or sales area is limited to two hundred (200) square feet or ten percent (10%) of the gross floor area of the business, whichever is less.
4. Public Right-of-Way. Nothing in this section shall authorize the placement, storage, display, sale or offer for sale of any merchandise on any street or on any sidewalk or any other portion of the public right-of-way, with the exception of sidewalk sales permitted by subsection (B)(2)(g) of this section. (Ord. 10-8 § 2 (Exh. B (part)); Ord. 06-9 § 2 (part); prior code § 27.87)

17.52.090 Other standards and uses.

- A. Catering. Food catering shall be permitted when accessory to an approved use.
- B. Music/Entertainment. Music/entertainment shall be allowed when accessory to an approved use and noise is not audible beyond the confines of the building.
- C. Hazardous/Toxic Substances. Uses reporting excessive amounts of hazardous/toxic substances shall require a use permit.
- D. Food and Beverage Establishments. ~~Establishments serving food or beverage with seating are limited to thirty (30), as listed on the regulated food and beverage establishment inventory.~~ Such establishments shall be subject to the following regulations:
 - 1. The type of use shall be as listed on the ~~inventory and/or~~ conditions imposed during city review.
 - 2. All regulated uses shall be subject to use permit review by the planning commission prior to change in use or expansion of use. Change in use or expansion of use shall include increase in seating; increase in floor area; change to a restaurant with a complete kitchen capable of providing full menu service of food prepared on premises; or change in services which may result in an increase in water, sewer, traffic, noise, or parking/circulation impacts. Change in use shall not include minor changes to hours of operation or change in hours to the food service unless such hours are regulated by an existing use permit.
 - 3. If approvals expire ~~for an establishment listed in the inventory~~ or if an establishment ceases operation and may not be reestablished under Chapter 17.140 regulating nonconforming establishments, Section 17.08.120 regulating use permits, or other provisions of this title, another restaurant may be established at a new location as follows:
 - a. Use permit approval is required for a new establishment at any location within the city.
 - ~~b. The total number of establishments shall not be increased beyond thirty (30).~~
 - ~~e~~b. The total number of seats at the proposed restaurant shall not exceed two hundred (200).

~~dc.~~ Use permit applications for the establishment of new restaurants shall be considered in the order of applications received, except that priority will be given to an existing business which is being relocated if the following conditions are met:

- i. The existing business notifies the planning director in writing no later than ten (10) days after the business ceases operation of its intention to relocate and of the date it will or did cease operation; and
- ii. A completed use permit application is filed before the food or beverage use at the original location becomes null and void pursuant to Sections 17.08.120, 17.140.020, or other provisions of this title.

~~ed.~~ No use permit application will be accepted for processing until an establishment ~~on the inventory~~ (or an approved replacement establishment) has ceased operation or the property owner has notified the planning director in writing that the use will not be reestablished at the previous location. The use permit application shall not be scheduled for hearing by the planning commission until the time period for reestablishing of the use at the location where the use has ceased has expired or written notice has been given by the property owner that the use will not be reestablished at the previous location.

4. When an existing business is modifying its operation the use permit shall be reviewed for compliance with the following:

- a. That if the regulated use is considered a legal nonconforming business, the reasons for nonconformity shall be stated in the findings;
- b. That the plans submitted with the application indicate that any existing nonconformities will not be increased by the issuance of the permit;
- c. The total seating capacity authorized by the use permit and fire code occupancy shall be posted on the premises;
- d. That all trash and recycling areas are screened from view.

5. A use permit or use permit amendment is required to expand the number of seats ~~at a restaurant listed on the regulated food and beverage establishments inventory~~ or to enclose approved outdoor seating for use as indoor seating.

- a. The total number of restaurant seats, including indoor and outdoor seating, shall not exceed two hundred (200). Restaurants with more than two hundred (200) seats that were legally approved prior to the date of adoption of the ordinance codified in this chapter shall not be required to reduce their seating to comply with this limitation.
- b. Seating shall be in compliance with the maximum fire code occupancy as determined by the fire marshal.
- c. A building expansion to enclose outdoor seating to indoor seating shall be considered an expansion of seating for purposes of determining required parking.

6. Outdoor Seating. Administrative approval of a sidewalk dining permit is required to establish outdoor seating for dining at restaurants with an approved use permit. Use permit amendment is required for an increase in the number of seats. The sidewalk dining permit application shall include a plan showing the number of tables and chairs and the area where the dining will be allowed.

- a. Outdoor dining for seating that results in an increase in the number of seats shall be reviewed by the planning department for compliance with parking standards and by Napa County environmental management for compliance with regulations pertaining to food storage, health and safety.
- b. For those restaurants that wish to serve alcohol outside, the licensee must obtain approval for premises expansion from the California Department of Alcoholic Beverage Control.

- c. All entrances and emergency exits shall be kept free of obstructions to ingress and egress.
 - d. For those restaurants that wish to establish outdoor seating for dining on a sidewalk, the following will be required:
 - i. A one-and-one-half-foot “recovery zone” from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - ii. A four-foot clear path of travel, which clearly maintains ADA compliance along the sidewalk, must be maintained to provide disabled access.
 - iii. Tables and chairs must be brought indoors when the restaurant is closed.
 - iv. Entertainment shall not be allowed on the sidewalk as part of the restaurant service.
 - v. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair.
 - vi. Sidewalk dining permits are revocable at the will of the city, and such revocations do not result in a taking of the owner’s property (i.e., a taking of the restaurant).
 - vii. No more than twenty percent (20%) of total restaurant seating may be located on the sidewalk or other public property.
 - e. For those restaurants wishing to allow patrons to bring dogs to the outdoor dining area, the following regulations shall be enforced:
 - i. Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens or any other items involved with food service operations.
 - ii. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under control.
 - iii. Dogs shall not be allowed on chairs, tables, or other furnishings.
 - iv. All table and chair surfaces shall be cleaned and sanitized between seating of patrons.
 - v. Dog waste shall be removed immediately and the area immediately cleaned and sanitized with an appropriate product.
 - vi. Dogs shall not be permitted to travel through indoor portions of the public food service establishment.
- E. Landscaping Requirements.
- 1. Twenty percent (20%) of the site shall be landscaped.
 - 2. Installation and Maintenance of Landscaping and Shade Trees. All required frontage yards, off-street parking areas, and all other open areas, other than screened storage areas, shall be improved and shall be permanently maintained by the property owner with the installation of shade trees and landscaped areas and planters in accordance with the following standards:
 - a. Parking Lot Trees. All trees in parking lots shall be fifteen (15) gallons in size and shall conform to the National Association of Nurserymen’s adopted standards for growth, condition and development of nursery-supplied materials. Modification of these standards for equivalent quality of tree or shade plant may be permitted depending on species and quality of stock. The following minimum number of trees shall be required in any parking lot:

Parking Lot Size	Number of Trees
15 spaces or less	1 tree/4 spaces (minimum of 2 trees)
16 spaces or more	20 trees/acre if canopy is 40 feet or greater
	24 trees/acre if canopy is less than 40 feet

b. Planters. Where a parking lot abuts a public right-of-way, there shall be provided a landscaped planter contiguous to and parallel to such right-of-way.

c. Variety and Distribution. Shade trees shall be of a variety approved by the city that will, under ordinary circumstances and growing conditions, provide shade upon reaching maturity. Distribution of trees shall generally be in a grid or similar pattern within off-street parking lots, required yards, and other open spaces and landscaped areas so as to fulfill the intent of this title to shade expanses of pavement and other open space.

d. Curbing. Landscaping and shade trees shall be contained in planters and tree wells bordered by a six-inch high concrete curb or equivalent barrier approved by the city.

e. Width and Protection of Planters. Unless otherwise specified in this chapter or under the conditions of an approved permit, planters and tree wells shall have a width of not less than five feet and shall be protected from automobile overhang where necessary through the provision of barriers, tire stops or additional width.

f. Maintenance. Landscaped areas and planters shall be served by an irrigation system approved by the city and shall be kept in a weed-free condition.

F. Wastewater Generation. Each and every use allowed in the SC district shall be restricted such that all such uses on any single "lot of record," as defined by Section 13.24.090(C) of this code, do not in the aggregate generate wastewater in excess of the following standards:

1. Six hundred (600) gallons per day, without a use permit which regulates wastewater generation;
2. Two thousand five hundred (2,500) gallons per day, upon grant of a use permit regulating wastewater generation; provided the city council approves a use permit with conditions ensuring that all reasonable water conservation measures are implemented, and finds that approval is in the best interest of the city; or
3. For all uses lawfully in effect on any lot of record on December 8, 1981, which generated in aggregate more than six hundred (600) gallons of wastewater per day, such uses may be altered, reconstructed or changed; provided, that the resultant uses on any such lot of record do not in the aggregate generate wastewater exceeding the aggregate wastewater gallonage per day for all uses existing on such lot of record on December 8, 1981.

G. Demolition Permit Required. Except when required for the emergency protection of public health, safety or welfare as determined by the city manager, no permit authorizing the demolition of any structure within the commercial zone districts shall be issued until reviewed by the planning commission in accordance with the procedures established in Chapter 17.92 and the following findings:

1. That, based on the public record and testimony presented at a public hearing, the structure is determined not to be a significant architectural or historical building;
2. If a structure is determined to be significant by the planning commission, no demolition will be authorized unless the following findings are made by the commission:
 - a. That the structure poses a threat to health, safety and general welfare if it is not demolished,

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- b. That restoration of the structure is not feasible or practicable using current building codes including, but not limited to, the Historic Building Code provisions of the Uniform Building Code of the state,
- c. That no public or other funding is available for financing renovation or purchase of the structure.

H. Right to Farm Provision. Property owners within the district 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.

I. Hotel and Motel Management. A manager or other responsible person shall reside upon the premises and shall have charge of every hotel or motel in which there are twelve (12) or more guest rooms, in the event that the owner of any such hotel or motel does not reside upon the premises. The requirements of this section are intended to be declarative of, and consistent with, state law. (Ord. 18-5¹ § 4 (Exh. B (part)); Ord. 10-8 § 2 (Exh. B (part)); Ord. 00-2 § 3; prior code § 27.88)

17.52.100 Reserved.
(Ord. 10-8 § 2 (Exh. B (part)))

¹ Code reviser's note: Section 5 of Ordinance 18-5 provides that its amendments "are enacted for a period of two years and shall terminate on November 8, 2020, unless extended or made permanent by action of the City Council."

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REGULATED FOOD AND BEVERAGE ESTABLISHMENTS INVENTORY JANUARY 2008

-	INSIDE SEATS	OUTSIDE SEATS	UNSPECIFIED	TOTAL SEATS
A. & W.**	107	28	0	135
501 Main Street	-	-	-	-
963-4333	-	-	-	-
(City Council Det. 1/10/95)	-	-	-	-
Ana's Cantina**	64	0	0	64
1205 Main Street	-	-	-	-
963-4921	-	-	-	-
(UP 5/3/89)	-	-	-	-
Armadillo's**	48	0	0	48
1304 Main Street	-	-	-	-
963-8082	-	-	-	-
(La Placita UP 6/7/89)	-	-	-	-
Azteca Market	12	0	0	12
789 Main Street	-	-	-	-
(UP Resolution 12/14/04)	-	-	-	-
Big Dipper	25	0	0	25
1336 Oak Avenue	-	-	-	-
963-2616	-	-	-	-
(file memo dated 2/9/90)	-	-	-	-
Cindy's Backstreet Kitchen**	0	0	125	125
1327 Railroad Ave.	-	-	-	-
963-1200	-	-	-	-
(UP 6/6/90)	-	-	-	-
Cook St. Helena**	36	0	0	36
1310 Main Street	-	-	-	-
963-7088	-	-	-	-
(UP 8/30/88)	-	-	-	-
Culinary Institute**	0	0	125	125
2555 Main Sreet	-	-	-	-
963-4503	-	-	-	-
(UP 10/15/93)	-	-	-	-
Gillwood's**	55	0	0	55

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1313 Main Street	-	-	-	-
963-1788	-	-	-	-
(City Council minutes 11/9/82)	-	-	-	-
Giugni's	25	0	0	25
1227 Main Street	-	-	-	-
963-3421	-	-	-	-
(see det.)	-	-	-	-
Go Fish**	0	0	169	169
641 Main Street	-	-	-	-
963-1401	-	-	-	-
(Southside Cafe UP 6/14/94)	-	-	-	-
Golden Harvest**	35	0	0	35
61 Main Street	-	-	-	-
963-3235	-	-	-	-
(UP 7/8/86)	-	-	-	-
La Prima**	68	24	0	92
1010 Adams Street	-	-	-	-
963-7909	-	-	-	-
(see det.)	-	-	-	-
Market Restaurant**	72	0	0	72
1347 Main Street	-	-	-	-
963-4646	-	-	-	-
(U.P. 10/16/01)	-	-	-	-
Martini House**	109	66	0	175
1245 Spring Street	-	-	-	-
963-5578	-	-	-	-
(UP 12/19/00)	-	-	-	-
Model Bakery	20	0	0	20
1357 Main Street	-	-	-	-
963-8192	-	-	-	-
(City Council Det. of Use 8/23/94)	-	-	-	-
N. V. Coffee Roasting Co.	40	10	0	50
1400 Oak Ave.	-	-	-	-
963-4491	-	-	-	-
(UP 7/24/90)	-	-	-	-
Pizzeria Tra Vigne**	0	0	120	120

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1000 Main Street	-	-	-	-
967-9999	-	-	-	-
(UP 8/27/91)	-	-	-	-
St. Helena Hotel	54	0	0	54
1309 Main Street	-	-	-	-
963-4388	-	-	-	-
(UP 11/17/87	-	-	-	-
Stomp/Keller's**	72	0	0	72
1320 Main Street	-	-	-	-
(UP 11/01/05)	-	-	-	-
CC Blue Sushi**	36	0	0	36
1148 Main Street	-	-	-	-
(UP 9/20/05)	-	-	-	-
Taylor's Refresher**	0	0	139	139
933 Main Street	-	-	-	-
(City Council Det. 1/10/95)	-	-	-	-
Terra**	105	0	0	105
1345 Railroad Ave.	-	-	-	-
963-8931	-	-	-	-
(Duckworth UP 6/7/88)	-	-	-	-
That Pizza Place**	12	0	0	12
1149 Main Street	-	-	-	-
(UP 11/06/07)	-	-	-	-
Tra Vigne Cantinetta	4	16	0	20
(UPA 5/2/90)	-	-	-	-
Tra Vigne Restaurant**	60 (Dining)	100	0	160
(UP 9/15/81)	80 (Banquet)	0	0	80
1050 Charter Oak	-	-	-	-
963-4444	-	-	-	-
Villa Corona**	35	8	0	43
(formerly Napa Valley Deli)	-	-	-	-
1138 Main Street	-	-	-	-
963-7710	-	-	-	-
(UP 5/17/94)	-	-	-	-
Vineland Station Tea House	0	0	20	20
1281 Vidovich Ave.	-	-	-	-

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UP 2007-63	-	-	-	-
Vineland Station Cafe	40	10	0	50
1281 Vidovich Ave.	-	-	-	-
UP 2007-65	-	-	-	-
Wine Valley Restaurant**	33	0	0	33
1146 Main Street	-	-	-	-
(UP 8/6/02)	-	-	-	-
SEATING TOTAL				2,177
RESTAURANT TOTAL				30
NUMBER OF RESTAURANTS PERMITTED IN ST. HELENA				30
1351 Lounge	Nonconforming use; business closed.			
1351 Main Street	-	-	-	-
963-4045	-	-	-	-
(ccc-det.)	-	-	-	-
Magnolia**	Permits for establishment of restaurant have expired.			
(formerly Teng's)	-	-	-	-
1113 Hunt Ave.	-	-	-	-
963-1161	-	-	-	-
(UP 12/17/96.)	-	-	-	-
Martin Design**	Permits for establishment of restaurant have expired.			
(formerly Magnolia Cafe)	-	-	-	-
1118 Hunt Ave.	-	-	-	-
963-0748	-	-	-	-
(UP 98-91)	-	-	-	-
Mixers	Permits for establishment of restaurant have expired.			
Juice bar as accessory use	-	-	-	-
1232 Spring Street	-	-	-	-
963-9592	-	-	-	-
Pairs Parkside Cafe**	Permits for establishment of restaurant have expired.			
1420 Main Street	-	-	-	-
263-7666	-	-	-	-
(Rissa's UP 4/18/90)	-	-	-	-
Roadhouse 29**	Permits for establishment of restaurant have expired.			
(Formerly Fidel's Tacos, Creekside Deli)	-	-	-	-
1065 Main Street	-	-	-	-
967-9997	-	-	-	-

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(UP 12/17/93)	-	-	-	-
Roux**		Nonconforming use expired after 60 days.		
1234 Main Street	-	-	-	-
963-5507	-	-	-	-
(occ. det.)	-	-	-	-
Vineland Station		Use Permit not vested.		
709 Main Street	-	-	-	-
(UP 11/04/03)	-	-	-	-
Tasting on Main		Use Permit not vested.		
1142 Main Street	-	-	-	-
(UP 2006-12)	-	-	-	-

*—The number of seats authorized in each establishment is either the number regulated by conditions imposed by the City or the number of occupants allowed based on the Uniform Fire Code regulating occupancy limits.

**—Restaurants with complete kitchens capable of providing full menu service of food prepared on premises.

Appendix II

~~HOTELS, MOTELS AND B&B INVENTORY~~

~~-(1/01/97)~~

Name of Business	Number of Rooms
Ambrose Bierce	
1515 Main St.	
Jane Gibson	
963-3003	2
Byland House	
2000 Howell Mountain Road	
Bill Byland	
963-9073	2
Chestelson House	
1417 Kearney	
Jackie Sweet	
963-2238	3
Cinnamon Bear	
1407 Kearney	
Jenny Jenkins	
963-4653	3
Creekside Inn	
945 Main Street	
Jean Nicholson	
963-7244	3
El Bonita Motel	
195 Main Street	
Mark Warren	
963-3216	41
Harvest Inn	
1 Main Street	
Robert Mannix	
963-9463	54
Hotel St. Helena	
1309 Main Street	18

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Elizabeth Martin	
510-268-0359	
963-4388	
Inn-at-Southbridge	
1020 Main Street	
Sulphur Creek Assoc.	
963-2225	21
Judy's	
2036 Madrona	
Judy Sculatti	
963-3081	4
Sunny Aeres	
397 Main Street	
Susanne Salvestrin	
963-2826	2
Vineyard Country Inn	
201 Main Street	
963-1000	21
-	-
Total	471

Chapter 17.48

CENTRAL BUSINESS (CB) DISTRICT

Sections:

- 17.48.010 Purpose.
- 17.48.020 Permitted uses.
- 17.48.030 Conditional uses.
- 17.48.040 Design review required.
- 17.48.050 Accessory uses, buildings and structures.
- 17.48.060 Prohibited uses.
- 17.48.070 Development standards.
- 17.48.080 Outdoor storage, display or sale of merchandise.
- 17.48.090 Other standards and uses.
- 17.48.100 Reserved.

17.48.010 Purpose.

The central business district (CB) designation provides for retail, personal service uses, offices, restaurants, hotels/motels, service stations, public and quasi-public uses, and similar and compatible uses that serve local residents and the surrounding area. Emphasis is on pedestrian-oriented retail and service uses on the ground floor level, with office and residential uses on the upper levels. The intent is for the CB district to remain primarily local resident-serving in character. New uses which serve both local residents and tourists will be allowed. Uses which are primarily tourist-serving are not permitted.

Implementing Policy 2.6.42 of the 1993 General Plan states:

Allow only businesses which are primarily local-serving within all commercial areas. Exclude all fast food restaurants, outlet and discount type stores as well as large retail businesses whose consumer base requires a population larger than St. Helena and its vicinity. For purposes of the General Plan, vicinity shall be defined as the surrounding agricultural area for which St. Helena has historically provided goods and services.

Local-serving businesses are considered to be those that derive a significant portion of their revenues from St. Helena residents, and which provide services and products which satisfy local residents' day-to-day needs. They are those businesses for which a majority of the shoppers are regular repeat customers from the community. Nonlocal-serving or tourist-serving uses are those which would generally not be in St. Helena if it were not for the presence of visitors. Tourist-serving business use is generally characterized by a redundancy in merchandise from store to store with goods sold being substantially similar to such goods sold in other major destination points. (Ord. 10-8 § 2 (Exh. A (part)); prior code § 27.70)

17.48.020 Permitted uses.

The following uses are permitted in the CB district within usable floor areas of two hundred (200) square feet or greater:

Auto supply store;

Bakery, limited to products baked on the premises;

Bank and savings and loan institutions;

Bicycle and four-stroke moped (that meet standard manufacturer specifications) rental businesses, excluding motorcycles (as a primary or accessory use);

Bicycle store, retail sales, repairs, and rentals;

1. Storage or display of rental vehicles shall not be permitted within the public right-of-way, except where the city has jurisdiction over the sidewalk and as may be allowed by use permit with the following conditions in subsection (2) below.
2. For those vehicle rental businesses that wish to establish storage or display of rental bicycles on a sidewalk, the following will be required:
 - a. One-and-one-half-foot “recovery zone” from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - b. A four-foot clear path of travel along the sidewalk must be maintained to provide disabled access.
 - c. Bicycles must be brought indoors when the business is closed.
 - d. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair.

Bookstore;

Chamber of Commerce office;

Clothing store, limited to the sale of new clothing and clothing accessories;

Computer and computer supply store;

Confectionery shop;

Consignment shop;

Dry cleaners, drop-off and pick-up only;

Florist;

Frame shop (gallery allowed only as accessory to the primary use);

Furniture store, new and unfinished;

General retail, the sale of goods in small quantities directly to the consumer except those uses prohibited in Section 17.48.060;

Hardware store;

Hobby, toy, and game store;

Home furnishings and interior decorating stores, limited to establishments engaged in the retail sale of such items as china, glassware, and metalware for kitchen and table use; bedding and linen; brooms and brushes; lamps and shades; mirrors and pictures; carpets and rugs; and window coverings;

Ice cream, frozen yogurt and shaved ice shops as regulated by Section 17.48.090(C) including sale of these items as accessory to an approved food establishment;

Music store;

Newsstand;

Office use, local-serving business and professional offices, upper floors only for properties with frontage on Main Street. Off-site winery offices are permitted with no wine tasting;

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Opticians and optometrist shop;

Paint and wallpaper store;

Pharmacy and drugstore;

Photographic supply store;

Postal services;

Printing and copy services;

Real estate services located in spaces without frontage on Main Street;

Tailor and dressmaking;

Variety store except those uses prohibited in Section 17.48.060;

Watch and clock shop, provided the business includes on-premises repair;

Watch, clock, and/or jewelry repair shops;

Other similar uses found consistent with the general plan and the CB district pursuant to Chapter 17.08. (Ord. 18-7 § 4 (Exh. A (part)); Ord. 11-5 § 2 (Exh. B); Ord. 10-8 § 2 (Exh. A (part)); Ord. 09-6 § 2 (Exh. A (part)); Ord. 04-8 § 2: prior code § 27.71)

17.48.030 Conditional uses.

The following list of uses requires approval of a use permit as regulated by Chapter 17.168. Approval of a use permit is subject to finding the use consistent with the policies of the general plan and the purpose of the CB zoning district. When a use permit is considered for a use in the CBD, the standard use permit findings included in Section 17.168.050 shall be made to determine consistency of the use with the policies of the general plan and the purpose of the CB zoning district:

Antique store;

Art gallery;

Barber shop/beauty shop, including manicures, pedicures, make-up, facials, waxing, electrolysis, piercing, massage, and tanning when accessory to the primary use of hairstyling;

Catering establishments;

Cleaners and dry cleaners;

Delicatessen as regulated by Section 17.48.090(C);

Department store;

Drinking establishments serving alcoholic and/or nonalcoholic beverages as regulated by Section 17.48.090(C), provided the following are not allowed:

1. Establishments serving customers within their vehicles on the premises or preparing beverages or food intended for consumption within their vehicles on the premises,
2. Establishments primarily preparing beverages or food for consumption off the premises,
3. Music or entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music or entertainment is being performed,

4. Drive-in or walk-up window for take-out service;

Eating and drinking establishments as regulated by Section 17.48.090(C), provided the following are not allowed:

1. Establishments serving customers within their automobiles on the premises or preparing food intended for consumption within their automobiles on the premises,
2. Establishments primarily preparing food for consumption off the premises,
3. Music or entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music or entertainment is being performed,
4. The addition of on-site general liquor sales to any existing eating establishment when the operation of the eating place has been in violation of any city ordinance or any conditions of a use permit within the preceding two years and the premises do not conform in all respects with municipal code requirements,
5. Drive-in or walk-up window for take-out service,
6. Formula or take-out food establishments;

Farmers' market;

Foodstore, no seating permitted;

Formula business. "Formula business" (not including formula restaurants, which are prohibited) means a business which is required by contractual or other arrangement to maintain any of the following: standardized services, decor, uniforms, architecture, signs or other similar features. This shall include, but not be limited to, retail sales and service, visitor accommodations, wholesale and industrial operations;

Health clubs;

Hotel, rental of rooms limited to upper floors;

Household appliance and repair shop;

Jewelry store, provided the business includes on-premises repair;

Laundromat or laundry;

Liquor store;

Locksmith;

Market;

Massage salon;

Off-site winery offices with nonpublic wine tasting. Tasting of wine may be offered to wine distributors and wine merchants only;

Parking facilities (including parking for a fee) when not required to serve an approved use;

Pawnshops, subject to police chief review of information included in state or local statutes;

Photography studio;

Real estate services when located on the first floor with access and frontage on Main Street;

Residential units, limited to upper floors only for nontransient occupancy;

Service station, pursuant to Section 17.136.080;

Spa;

Supportive housing, limited to upper floors only;

Tanning salon;

Tattoo and/or piercing salon;

Theaters, movie and legitimate;

Tobacco/smoke shop, including the sale of tobacco, tobacco and/or nicotine products and equipment for smoking;

Transitional housing, limited to upper floors only;

Used merchandise store, including clothing, with no off-hours or exterior drop-off donation areas permitted;

Wine shops. "Wine shops" are establishments that purchase and sell wines from multiple wineries and distributors. Wines may be made in other counties in California, other states or other countries. Incidental wine tastings may occur in wine shops. Wine shops are not owned by wineries and must possess a Type 20, 21, or 42 license from ABC;

Winery tasting rooms. "Winery tasting rooms" are establishments that sell wines on behalf of one or more wineries and enable consumers to taste wine (with and without charge) as a regular part of the sales process. The wines for tasting and for sale must be made from a minimum of seventy-five percent (75%) Napa Valley grapes and must be labeled Napa Valley or be a subappellation of the Napa Valley. The permit requires a Type 02 ABC license. Food may be provided if it is at no cost to the consumer, is made off premises and the facilities are approved by Napa County environmental management;

Other similar uses found consistent with the general plan and the CB district pursuant to procedures in Chapter 17.08.

(Ord. 18-7 § 4 (Exh. A (part)); Ord. 15-2 § 9; Ord. 10-8 § 2 (Exh. A (part)); Ord. 09-6 § 2 (Exh. A (part)); Ord. 04-8 § 3; Ord. 02-6 § 7; prior code § 27.72)

17.48.040 Design review required.

Pursuant to Chapter 17.164 all signs, new structures or buildings, or exterior revisions (including, but not limited to, change in exterior color) of any existing structures or buildings for both permitted and conditional uses shall require design review. (Ord. 10-8 § 2 (Exh. A (part)); prior code § 27.73)

17.48.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the CB district:

- A. Signs subject to the provisions of Chapter 17.148;
- B. Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities, and reverse vending machines, subject to design review approval by the planning director;
- C. On-site storage facilities accessory to the primary use subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility and size of the storage facility;
- D. Cottage food operations subject to the provisions of Section 17.116.045;

E. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to procedures in Chapter 17.08. (Ord. 16-3 § 10: Ord. 10-8 § 2 (Exh. A (part))): prior code § 27.75)

17.48.060 Prohibited uses.

The following uses are specifically prohibited in the CB district:

- A. Formula restaurant. "Formula restaurant" means a restaurant devoted to the preparation and offering of food and beverage for sale to the public for consumption either on or off the premises and which is required by contractual or other arrangement to offer any of the following: standardized menus, ingredients, food preparation, decor, uniforms, architecture, or similar standardized features;
- B. Outlet stores, discount stores, or stores devoting commercial area, gross sales or inventory to the sale of second quality, irregular or discontinued merchandise or to the liquidation of merchant's or manufacturer's stock;
- C. Souvenir shops;
- D. T-shirt shops;
- E. Time-share projects, programs or occupancies. (Ord. 10-8 § 2 (Exh. A (part))): prior code § 27.75)

17.48.070 Development standards.*

The following requirements shall be observed in the CB district, excluding the area within the specific plan area as defined in the general plan, and except as otherwise provided in this title:

A. Maximum Standards.	
1. Height of building/structures**	35 feet
2. Building floor area	***
3. Use floor area	****
4. Floor area ratio	2.0 (requires off-site parking)
B. Minimum Standards.	
1. Lot area	5,000 square feet
2. Front setback	0 feet
3. Side setback	0 feet
4. Side yard**	0 feet
5. Rear yard**	0 feet

* Development standards for the CB district area included in the specific plan area of the general plan shall be determined in conjunction with a site development plan for the parcel(s) at the time of project review. Variations from the adopted development standards may be allowed in the specific plan area if findings of consistency with general plan policies are made by the city during review of the development application.

** Yards abutting a property designated residential shall have a minimum of ten (10) foot setback and a maximum building height of thirty (30) feet.

*** Building floor area in the CB district shall be governed by the provisions of subsection C of this section.

**** Use floor area in the CB district shall be governed by the provisions of subsection D of this section.

C. Building Floor Area.

- 1. Buildings Existing Prior to 1993 Which Exceed Ten Thousand (10,000) Square Feet. Buildings which existed prior to 1993 and exceed ten thousand (10,000) square feet may increase the allowable floor area upon

approval of a use permit by the planning commission. Approval of a use permit is subject to finding the expansion consistent with the policies of the general plan and the purpose of the CB district. When a use permit is considered for expansion of floor area the following criteria shall be considered in addition to the use permit findings included in Sections 17.168.050 and 17.48.100:

- a. Expanded floor area shall only be allowed for office, storage, or other nonretail uses determined by the planning commission.
- b. The proposed increase in floor area shall not result in an expansion of the footprint or building coverage of the existing building.
- c. The floor area ratio shall not be exceeded.

2. Buildings Constructed After 1993. Each building on a legal parcel of record is limited to a maximum of ten thousand (10,000) square feet of building floor area. Multiple buildings may be constructed on a legal parcel of record, provided the individual buildings do not exceed ten thousand (10,000) square feet of building floor area and the maximum floor area ratio on the parcel is not exceeded.

Floor area of a single building may exceed ten thousand (10,000) square feet upon approval of a use permit by the planning commission. Approval of a use permit is subject to finding the increased building floor area consistent with the policies of the general plan and the purpose of the CB district. When a use permit is considered for increased building floor area the following criteria shall be considered in addition to the findings included in Sections 17.168.050 and 17.48.100:

- a. Increased floor area shall only be allowed for office, storage, or other nonretail uses determined by the planning commission.
- b. The building footprint for each building shall not exceed ten thousand (10,000) square feet.
- c. The allowed floor area ratio shall not be exceeded.

D. Use Floor Area.

1. Minimum Floor Area. All uses in the CB district within existing and newly constructed buildings shall have a minimum floor area of two hundred (200) square feet unless a use permit is approved by the planning commission to allow a reduction in floor area below two hundred (200) square feet.
2. Maximum Floor Area. All uses in the CB district within existing and newly constructed buildings shall be limited to a maximum of ten thousand (10,000) square feet of floor area. Tenant spaces in existence on November 1, 1999, may increase the existing floor area by no more than ten percent (10%) of the existing floor area. Modification of tenant spaces existing on November 1, 1999, resulting in more than a ten percent (10%) increase in floor area may be allowed upon approval of a use permit by the planning commission. Increase of tenant space floor area shall not result in the tenant space exceeding ten thousand (10,000) square feet except as provided by subsection C of this section. (Ord. 10-8 § 2 (Exh. A (part)); prior code § 27.76)

17.48.080 Outdoor storage, display or sale of merchandise.

A. All uses shall be conducted entirely within a completely enclosed building except for:

1. Bus depots and transit stations;
2. Farmers' markets;
3. Outdoor dining, in conjunction with a use permit approved for restaurant use;
4. Parking and loading areas;
5. Portable shoeshine stands when the business is conducted in conjunction with an approved use, provided the shoeshine stand conducts business during the same business hours as the approved primary use;

6. Seasonal sales (Christmas trees, pumpkins, etc.);
 7. Service stations;
 8. Taxi stands;
 9. Such other uses which, in the opinion of the planning director, require outside display or storage.
- B. Provided the use is allowed (either as a permitted or conditional use) by the zoning district regulations for the district in which the property is located, the following provisions shall apply to the incidental placement, storage, display, sale, or offer for sale of any merchandise out-of-doors or outside any completely enclosed building:
1. Screening. The merchandise shall be screened so as not to be visible from any public or private street, any off-street parking facility, or any common area in an integrated commercial center; or
 2. Use Permit. A use permit approved by the planning commission shall be required for the outdoor storage, display or sale of merchandise except for the following:
 - a. Fruits and vegetables,
 - b. Plants and other growing vegetation, with the limitation in subsection (B)(3)(f) of this section not applicable to nurseries,
 - c. Cut flowers (planter boxes subject to the standards specified in subsection (B)(3)(g) of this section),
 - d. Gasoline pumps, oil racks and accessory items when located on pump islands,
 - e. Vehicles, including, but not limited to, automobiles, trucks, motorcycles, trailers and recreational vehicles, with the limitation in subsection (B)(3)(f) of this section not applicable,
 - f. Areas within a completely roofed street alcove or entryway; provided, that the merchandise is inside the line of the building face,
 - g. Parking lot and sidewalk sales and other promotional events that involve retail sales, as long as they do not exceed twelve (12) days total during any twelve (12) month period with no more than three days being consecutive, regardless of the number of businesses located on the property, with the limitations in subsection (B)(3)(e) and (f) of this section not applicable,
 - h. Nonpromotional events conducted by or for recognized nonprofit or charitable community groups, with the limitations in subsection (B)(3)(a), (e) and (f) of this section not applicable,
 - i. Garage and yard sales, as long as they are conducted on property used for residential purposes by a resident and do not exceed three days during any six-month period, with the limitations in subsection (B)(3)(a), (e) and (g) of this section not applicable,
 - j. Merchandise associated with hardware stores and building supply stores,
 - k. Activities similar to the above, as determined by the planning commission.
 3. Standards. The placement or location of the merchandise must comply with the following:
 - a. The merchandise or activity is incidental and adjacent to any lawfully established business that normally sells the merchandise inside the building.
 - b. The merchandise or activity does not present a hazard to pedestrians or vehicles.
 - c. The merchandise or activity does not occupy the space formed by extending the width of any required or existing building exit, whichever is wider, to the public right-of-way.

- d. The display of merchandise shall not be located within the public right-of-way.
 - e. The merchandise or activity does not occupy any required parking spaces.
 - f. The storage, display or sales area is limited to two hundred (200) square feet or ten percent (10%) of the gross floor area of the business, whichever is less.
 - g. Along Main Street, between Mitchell Street and Pine Street on the west side, and Pope Street to Pine Street on the east side, planter boxes and plants shall encroach no more than twelve (12) inches into the public right-of-way, shall have a maximum height of four feet zero inches, and six feet of sidewalk shall be kept clear for pedestrian use. These standards shall apply elsewhere in the central business district outside of the area designated; however, the city council shall be empowered to waive the standards on a case-by-case basis.
4. Use of Street or Sidewalk. Nothing in this section shall authorize the placement, storage, display, sale or offer for sale of any merchandise on any street or on any sidewalk or any other portion of the public right-of-way, with the exception of sidewalk sales permitted by subsection (B)(2)(g) of this section. (Ord. 10-8 § 2 (Exh. A (part)); Ord. 06-9 § 2 (part); prior code § 27.77)

17.48.090 Other standards and uses.

- A. Catering. Food catering shall be permitted when accessory to an approved use.
- B. Music/Entertainment. Music/entertainment shall be allowed when accessory to an approved use and noise is not audible beyond the confines of the building.
- C. Food and Beverage Establishments. Such establishments shall be subject to the following regulations:
 - 1. The type of use shall be as listed on the conditions imposed during city review.
 - 2. All regulated uses shall be subject to use permit review by the planning commission prior to change in use or expansion of use. Change in use or expansion of use shall include increase in seating; increase in floor area; change to a restaurant with a complete kitchen capable of providing full menu service of food prepared on premises; or change in services which may result in an increase in water, sewer, traffic, noise, or parking/circulation impacts. Change in use shall not include minor changes to hours of operation or change in hours to the food service unless such hours are regulated by an existing use permit.
 - 3. If approvals expire for an establishment or if an establishment ceases operation and may not be reestablished under Chapter 17.140 regulating nonconforming establishments, Section 17.08.120 regulating use permits, or other provisions of this title, another restaurant may be established at a new location as follows:
 - a. Use permit approval is required for a new establishment at any location within the city.
 - b. The total number of seats in the proposed restaurant shall not exceed two hundred (200).
 - c. Use permit applications for the establishment of new restaurants shall be considered in the order of applications received, except that priority will be given to an existing business which is being relocated if the following conditions are met:
 - i. The existing business notifies the planning director in writing no later than ten (10) days after the business ceases operation of its intention to relocate and of the date it will or did cease operation; and
 - ii. A completed use permit application is filed before the food or beverage use at the original location becomes null and void pursuant to Section 17.140.020, 17.08.120, or other provisions of this title.
 - d. No use permit application will be accepted for processing until an establishment (or an approved replacement establishment) has ceased operation or the property owner has notified the planning director in writing that the use will not be reestablished at the previous location. The use permit application shall

not be scheduled for hearing by the planning commission until the time period for reestablishing of the use at the location where the use has ceased, has expired or written notice has been given by the property owner that the use will not be reestablished at the previous location.

4. When an existing business is modifying its operation the use permit shall be reviewed for compliance with the following:
 - a. That if the regulated use is considered a legal nonconforming business, the reasons for nonconformity shall be stated in the findings;
 - b. That the plans submitted with the application indicate that any existing nonconformities will not be increased by the issuance of the permit;
 - c. The total seating capacity authorized by the use permit and fire code occupancy shall be posted on the premises;
 - d. That all trash and recycling areas are screened from view.
5. A use permit or use permit amendment is required to expand the number of seats at a restaurant or to enclose approved outdoor seating for use as indoor seating.
 - a. The total number of restaurant seats, including indoor and outdoor seating, shall not exceed two hundred (200). Restaurants with more than two hundred (200) seats that were legally approved prior to the date of adoption of the ordinance codified in this chapter shall not be required to reduce their seating to comply with this regulation.
 - b. Seating shall be in compliance with the maximum fire code occupancy as determined by the fire marshal.
 - c. A building expansion to enclose outdoor seating to indoor seating shall be considered an expansion of seating for purposes of determining required parking.
6. Outdoor Seating. Administrative approval of a sidewalk dining permit is required to establish outdoor seating for dining at restaurants with an approved use permit. Use permit amendment is required for an increase in the number of seats. The sidewalk dining permit application shall include a plan showing the number of tables and chairs and the area where the dining will be allowed.
 - a. Outdoor dining for seating that results in an increase in the number of seats shall be reviewed by the planning department for compliance with parking standards and by Napa County environmental management for compliance with regulations pertaining to food storage, health and safety.
 - b. For those restaurants that wish to serve alcohol outside, the licensee must obtain approval for premises expansion from the California Department of Alcoholic Beverage Control.
 - c. All entrances and emergency exits shall be kept free of obstructions to ingress and egress.
 - d. For those restaurants that wish to establish outdoor seating for dining on a sidewalk, the following will be required:
 - i. A one-and-one-half-foot "recovery zone" from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - ii. A four-foot clear path of travel, which clearly maintains ADA compliance along the sidewalk, must be maintained to provide disabled access.
 - iii. Tables and chairs must be brought indoors when the restaurant is closed.
 - iv. Entertainment shall not be allowed on the sidewalk as part of the restaurant service.

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- v. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair.
- vi. Sidewalk dining permits are revocable at the will of the city, and such revocations do not result in a taking of the owner's property (i.e., a taking of the restaurant).
- vii. No more than twenty percent (20%) of total restaurant seating may be located on the sidewalk or other public property.
- e. For those restaurants wishing to allow patrons to bring dogs to the outdoor dining area, the following regulations shall be enforced:
 - i. Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens or any other items involved with food service operations.
 - ii. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under control.
 - iii. Dogs shall not be allowed on chairs, tables, or other furnishings.
 - iv. All table and chair surfaces shall be cleaned and sanitized between seating of patrons.
 - v. Dog waste shall be removed immediately and the area immediately cleaned and sanitized with an appropriate product.
 - vi. Dogs shall not be permitted to travel through indoor portions of the public food service establishment.

D. Landscaping Requirements.

- 1. Installation and Maintenance of Landscaping and Shade Trees. All required frontage yards, off-street parking areas, and all other open areas (other than screened storage areas) shall be permanently maintained by the property owner with the installation of shade trees, planters, and landscaped areas to cover a minimum of five percent of the total site in accordance with the following standards:
 - a. Parking Lot Trees. All trees in parking lots shall be fifteen (15) gallon can size and shall conform to the National Association of Nurserymen's adopted standards for growth, condition and development of nursery-supplied materials. Modification of these standards for equivalent quality of tree or shade plant may be permitted depending on species and quality of stock. The following minimum number of trees shall be required in any parking lot:

Parking Lot Size	Number of Trees
15 spaces or less	1 tree/4 spaces (minimum of 2 trees)
16 spaces or more	20 trees/acre if canopy is 40 feet or greater
	24 trees/acre if canopy is less than 40 feet

- b. Planters. Where a parking lot abuts a public right-of-way, there shall be provided a landscaped planter contiguous to and parallel to such right-of-way.
- c. Variety and Distribution. Shade trees shall be of a variety approved by the city that will, under ordinary circumstances and growing conditions, provide shade upon reaching maturity. Distribution of trees shall generally be in a grid or similar pattern within off-street parking lots, required yards, and other

open spaces and landscaped areas so as to fulfill the intent of this title to shade expanses of pavement and other open space.

d. Curbing. Landscaping and shade trees shall be contained in planters and tree wells bordered by a six-inch high concrete curb or equivalent barrier approved by the city.

e. Width and Protection. Unless otherwise specified in this chapter or under the conditions of an approved permit, planters and tree wells shall have a width of not less than five feet and shall be protected from automobile overhang where necessary through the provision of barriers, tire stops or additional width.

f. Maintenance. Landscaped areas and planters shall be served by an irrigation system approved by the city and shall be kept in a weed-free condition.

E. Wastewater Generation. Each and every use allowed in the CB district shall be restricted such that all such uses on any single "lot of record," as defined by Section 13.24.090(C) of this code do not in the aggregate generate wastewater in excess of the following standards:

1. Six hundred (600) gallons per day, without a use permit which regulates wastewater generation;
2. Two thousand five hundred (2,500) gallons per day, upon grant of a use permit regulating wastewater generation; provided the city council approves a use permit with conditions ensuring that all reasonable water conservation measures are implemented, and finds that approval is in the best interest of the city; or
3. For all uses lawfully in effect on any lot of record on December 8, 1981, which generated in aggregate more than six hundred (600) gallons of wastewater per day, such uses may be altered, reconstructed or changed; provided, that the resultant uses on any such lot of record do not in the aggregate generate wastewater exceeding the aggregate wastewater gallonage per day for all uses existing on such lot of record on December 8, 1981.

F. Demolition Permit Required. Except when required for the emergency protection of public health, safety or welfare as determined by the city manager, no permit authorizing the demolition of any structure within the commercial zoning districts shall be issued until reviewed by the planning commission in accordance with the procedures established in Chapter 17.92 and the following findings:

1. That, based on the public record and testimony presented at a public hearing, the structure is determined not to be a significant architectural or historical building. If a structure is determined to be significant by the planning commission, no demolition will be authorized unless the following findings are made by the commission:
 - a. That the structure poses a threat to health, safety and general welfare if it is not demolished;
 - b. That restoration of the structure is not feasible or practicable using current building codes including, but not limited to, the Historic Building Code provisions of the Uniform Building Code of the state;
 - c. That no public or other funding is available for financing renovation or purchase of the structure.

G. Right to Farm Provision. Property owners within the district 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. (Ord. 18-5¹ § 4 (Exh. B (part)); Ord. 10-8 § 2 (Exh. A (part)); Ord. 00-2 § 2; prior code § 27.78)

17.48.100 Reserved.
(Ord. 10-8 § 2 (Exh. A (part)))

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¹ Code reviser's note: Section 5 of Ordinance 18-5 provides that its amendments "are enacted for a period of two years and shall terminate on November 8, 2020, unless extended or made permanent by action of the City Council."

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Chapter 17.52

SERVICE COMMERCIAL (SC) DISTRICT

Sections:

- 17.52.010 Purpose.
- 17.52.020 Permitted uses.
- 17.52.030 Conditional uses.
- 17.52.040 Design review required.
- 17.52.050 Accessory uses, buildings and structures.
- 17.52.060 Prohibited uses.
- 17.52.070 Development standards.
- 17.52.080 Outdoor storage, display or sale of merchandise.
- 17.52.090 Other standards and uses.
- 17.52.100 Reserved.

17.52.010 Purpose.

The service commercial district (SC) designation provides for service and retail uses, restaurants, service stations, motels, public and quasi-public uses and similar and compatible uses. The designation is intended primarily for service and retail uses that are automobile-oriented or whose operational characteristics and space needs are not considered appropriate for the central business district. The intent is for the SC district to be primarily local resident-serving in character. Strictly tourist-serving retail uses are prohibited within this designation.

Implementing Policy 2.6.42 of the 1993 general plan states:

Allow only businesses which are primarily local-serving within all commercial areas. Exclude all fast food restaurants, outlet and discount type stores as well as large retail businesses whose consumer base requires a population larger than St. Helena and its vicinity. For purposes of the General Plan, vicinity shall be defined as the surrounding agricultural area for which St. Helena has historically provided goods and services.

Local-serving businesses are considered to be those that derive a significant portion of their revenues from St. Helena residents, and which provide services and products which satisfy local residents' day-to-day needs. They are those businesses for which a majority of the shoppers are regular repeat customers from the community. Nonlocal-serving or tourist-serving uses are those which would generally not be in St. Helena if it were not for the presence of visitors. Tourist-serving business use is generally characterized by a redundancy in merchandise from store to store with goods sold being substantially similar to such goods sold in other major destination points. (Ord. 10-8 § 2 (Exh. B (part)); prior code § 27.80)

17.52.020 Permitted uses.

The following uses are permitted in the SC district within usable floor areas of two hundred (200) square feet or greater:

- Accounting, auditing, and bookkeeping;
- Appliance store;
- Audio-visual store;
- Auto supply store;
- Automatic bank teller;
- Bakery;
- Bank, credit union or financial institution;

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Beauty shop/barber shop, including manicures, pedicures, make-up, facials, waxing, electrolysis, and piercing, when accessory to the primary use of hairstyling;

Boat sales and service;

Bookkeeping services;

Camera and photo supply store;

Catering establishments, no retail sales;

Child care facilities consistent with state law;

Cleaning and janitorial services;

Clothing store, limited to the sale of new clothing and clothing accessories;

Commercial art/photography service;

Computer supply store;

Dance studios and schools;

Emergency shelter;

Engraving services;

Farm supply and feed store;

Florist;

Frame shop;

Fruit and vegetable market;

Furniture stores, new and unfinished;

Glazing businesses;

Graphic design services;

Hardware store;

Health care equipment and services;

Hobby store;

Home furnishings and interior decorating stores, limited to establishments engaged in the retail sale of such items as china, glassware, and metalware for kitchen and table use; bedding and linen; brooms and brushes; lamps and shades; mirrors and pictures; carpets and rugs; and window coverings;

Locksmith;

Luggage store;

Music recording studio;

Nail salon;

Newspaper distribution facilities, no retail sales;

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Office use, local-serving business and professional offices; off-site winery offices are permitted with no wine tasting;

Opticians and optometrist shop, including repair;

Paint, glass and wallpaper store;

Painting contractor/services;

Party supplies and service;

Pet store, services, supplies;

Plumbing and contractor/services;

Postal and mail service;

Printing and copy service;

Residential units, upper floor only in conjunction with a mixed use project;

Reupholstery and furniture repair;

Saddle and equestrian store and repair;

Saw, knife and tool sharpening shops;

Security services;

Shoe repair;

Sign maker;

Sporting goods store;

Staffing services;

Supportive housing, upper floor only in conjunction with a mixed use project;

Telephone center, including sales and maintenance;

Transitional housing, upper floor only in conjunction with a mixed use project;

Trophy shop;

Used merchandise stores, including clothing, with no off-hours or exterior drop-off donation areas permitted;

Veterinary services without overnight boarding of animals;

Other similar uses found consistent with the general plan and the SC district pursuant to Chapter 17.08. (Ord. 18-7 § 4 (Exh. A (part)); Ord. 15-2 § 10; Ord. 10-8 § 2 (Exh. B (part)); Ord. 09-6 § 2 (Exh. A (part)); Ord. 04-8 § 5; prior code § 27.81)

17.52.030 Conditional uses.

The following list of uses requires approval of a use permit as regulated by Chapter 17.168. Approval of a use permit is subject to finding the use consistent with the policies of the general plan and the purpose of the SC zoning district. When a use permit is considered for a use in the SC district the standard use permit findings included in Section 17.168.050 shall be made to determine consistency of the use with the policies of the general plan and the purpose of the SC zoning district:

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Ambulance services;

Animal boarding facility;

Automobile sales, service and repair;

Automobile, truck, and motorcycle rental;

Bicycle and scooter rental businesses, excluding motorcycles:

1. Storage or display of rental vehicles shall not be permitted within the public right-of-way, except where the city has jurisdiction over the sidewalks and as may be allowed by use permit with the following conditions in subsection 2 below.
2. For those vehicle rental businesses that wish to establish storage or display of rental bicycles/scooters on a sidewalk, the following will be required:
 - a. One-and-one-half-foot "recovery zone" from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - b. A four-foot clear path of travel along the sidewalk must be maintained to provide disabled access.
 - c. Bicycles/scooters must be brought indoors when the business is closed.
 - d. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair;

Breweries, including tasting;

Cabinet making shop;

Car wash;

Catalogue office/retail center, including storage of merchandise;

Drinking establishments serving alcoholic and/or nonalcoholic beverages as regulated by Section 17.52.090(D), provided the following are not allowed:

1. Establishments serving customers within their vehicles on the premises or preparing beverages/food intended for consumption within their vehicles on the premises,
2. Establishments primarily preparing beverages/food for consumption off the premises,
3. Music/entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music/entertainment is being performed,
4. Drive-in or walk-up window for take-out service;

Eating and drinking establishments as regulated by Section 17.52.090(D), provided the following are not allowed:

1. Establishments serving customers within their automobiles on the premises or preparing food intended for consumption within their automobiles on the premises,
2. Establishments primarily preparing food for consumption off the premises,
3. Music/entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music/entertainment is being performed,

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4. The addition of on-site general liquor sales to an existing eating establishment when the operation of the eating place has been in violation of any city ordinance or any conditions of a use permit within the preceding two years and the premises do not conform in all respects with municipal code requirements,
5. Drive-in or walk-up window for take-out service,
6. Formula or take-out food establishments;

Electric and gas utilities;

Equipment rental and leasing;

Farmers' market;

Food product development;

Formula business. "Formula business" (not including formula restaurants, which are prohibited) means a business which is required by contractual or other arrangement to maintain any of the following: standardized services, decor, uniforms, architecture, signs or other similar features. This shall include, but not be limited to, retail sales and service, visitor accommodations, wholesale and industrial operations;

Grocery stores; limited to ten thousand (10,000) square feet in size with retail sales of meat, produce, dairy, baked goods, and groceries with accessory sales of household goods and delicatessen items;

Gunsmith;

Health club and fitness centers;

Hotels and motels;

Janitorial services;

Laundry, self-serve cleaning and garment services;

Light manufacturing uses;

Liquor stores, retail sales only;

Local passenger transportation and services, includes train depot;

Lumber and other building materials business;

Massage services;

Mortuary and funeral homes;

Motor vehicle sales, new and/or used vehicles;

Nursery, lawn and garden supply stores with retail sales;

Off-site winery offices with nonpublic wine tasting. Tasting of wine may be offered to wine distributors and wine merchants;

Parking facilities, commercial;

Performing arts facility;

Pool and spa supply and sales;

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Schools and educational services;

Service station, pursuant to Section 17.136.080;

Small engine and/or equipment repair shops, excluding the repair of heavy equipment;

Tanning salon;

Taxidermist;

Theater, movie and legitimate;

Tobacco/smoke shop, including the sale of tobacco, tobacco and/or nicotine products and equipment for smoking;

Towing services and yards;

Used merchandise stores, including clothing, with off-hours or exterior drop-off donation areas;

Utilities;

Warehouse and wholesale business, excluding retail sales;

Wine shops. "Wine shops" are establishments that sell wines from multiple wineries and distributors. Wines may be made in other counties in California, other states or other countries. Incidental wine tastings may occur in wine shops. Wine shops are not owned by wineries and must possess a Type 20, 21, or 42 license from ABC;

Wineries;

Winery tasting rooms. "Winery tasting rooms" are establishments that sell wines on behalf of one or more wineries and enable consumers to taste wine (with and without charge) as a regular part of the sales process. The wines for tasting and for sale must be made from a minimum of seventy-five percent (75%) Napa Valley grapes and must be labeled Napa Valley or be a subappellation of the Napa Valley. The permit requires a Type 02 ABC license. Food may be provided if it is at no cost to the consumer, is made off premises and the facilities are approved by Napa County environmental management;

Other similar uses found consistent with the general plan and the SC district pursuant to Chapter 17.08.

(Ord. 18-7 § 4 (Exh. A (part)); Ord. 11-5 § 2 (Exh. A); Ord. 10-8 § 2 (Exh. B (part)); Ord. 10-4 § 5; Ord. 09-6 § 2 (Exh. A (part)); Ord. 04-8 § 6; prior code § 27.82)

17.52.040 Design review required.

Pursuant to Chapter 17.164 all signs, new structures or buildings, or exterior revisions (including, but not limited to, change in exterior color) of any existing structures or buildings for both permitted and conditional uses shall require design review. (Ord. 10-8 § 2 (Exh. B (part)); prior code § 27.83)

17.52.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the SC district:

- A. Signs subject to the provisions of Chapter 17.148;
- B. Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities, and reverse vending machines, subject to design review approval by the planning director;
- C. On-site storage facilities accessory to the primary use are subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility, and size of the storage facility;
- D. Cottage food operations subject to the provisions of Section 17.116.045;

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E. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to Chapter 17.08. (Ord. 16-3 § 11: Ord. 10-8 § 2 (Exh. B (part)): prior code § 27.84)

17.52.060 Prohibited uses.

The following uses are specifically prohibited in the SC district:

- A. Formula restaurant. "Formula restaurant" means a restaurant devoted to the preparation and offering of food and beverage for sale to the public for consumption either on or off the premises and which is required by contractual or other arrangement to offer any of the following: standardized menus, ingredients, food preparation, decor, uniforms, architecture, or similar standardized features;
- B. Outlet stores, discount stores, or stores devoting commercial area, gross sales or inventory, to the sale of second quality, irregular or discontinued merchandise or to the liquidation of merchant's or manufacturer's stock;
- C. Souvenir shops;
- D. T-shirt shops;
- E. Time-share projects, programs or occupancies. (Ord. 10-8 § 2 (Exh. B (part)): prior code § 27.85)

17.52.070 Development standards.*

The following requirements shall be observed in the SC district, excluding the area within the specific plan area as defined in the general plan, and except as otherwise provided in this title:

A. Maximum Standards.	
1. Height of building/structures	35 feet
2. Building floor area	**
3. Use floor area	***
B. Minimum Standards.	
1. Lot area	10,000 square feet
2. Front setback	****
3. Side setback	25 feet
4. Side yard	10 feet/floor
5. Rear yard****	15 feet*****

* Development standards for the SC district area included in the specific plan area of the general plan shall be determined in conjunction with a site development plan for the parcel(s) at the time of project review. Variations from the adopted development standards may be allowed in the specific plan area if findings of consistency with general plan policies are made by the city during review of the development application.

** Building floor area in the SC district shall be governed by the provisions of subsection C of this section.

*** Use floor area in the SC district shall be governed by the provisions of subsection D of this section.

**** Fifteen percent (15%) of lot depth shall be the average front building setback along Main Street, but in no case shall the setback be less than thirty-five (35) feet. The first thirty-five (35) feet of the front setback shall be devoted to landscaping exclusive of driveway access with the balance, if any, of the required front setback devoted to parking or landscaping as determined by design review. Lot depth is the depth of the parcel or portion thereof which is zoned commercial.

***** Yards abutting a property designated residential shall have a minimum of twenty (20) feet.

C. Building Floor Area.

- 1. Buildings Existing Prior to 1993 Which Exceed Ten Thousand (10,000) Square Feet. Buildings which existed prior to 1993 and exceed ten thousand (10,000) square feet may increase the allowable floor area upon

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approval of a use permit by the planning commission. Approval of a use permit is subject to finding the expansion consistent with the policies of the general plan and the purpose of the SC district. When a use permit is considered for expansion of floor area the following criteria shall be considered in addition to the use permit findings included in Sections 17.168.050 and 17.52.100:

- a. Expanded floor area shall only be allowed for office, winery, storage, or other nonretail uses determined by the planning commission.
- b. The proposed increase in floor area shall not result in an expansion of the footprint or building coverage of the existing building.
- c. The floor area ratio shall not be exceeded.

2. Buildings Constructed After 1993. Each building on a legal parcel of record is limited to a maximum of ten thousand (10,000) square feet of building floor area. Multiple buildings may be constructed on a legal parcel of record provided the individual buildings do not exceed ten thousand (10,000) square feet of building floor area and the maximum floor area ratio on the parcel is not exceeded.

Floor area of a single building may exceed ten thousand (10,000) square feet upon approval of a use permit by the planning commission. Approval of a use permit is subject to finding the increased building floor area consistent with the policies of the general plan and the purpose of the SC district. When a use permit is considered for increased building floor area the following criteria shall be considered in addition to the findings included in Sections 17.168.050 and 17.52.100:

- a. Increased floor area shall only be allowed for office, winery, storage, or other nonretail uses determined by the planning commission.
- b. The building footprint for each building shall not exceed ten thousand (10,000) square feet.
- c. The allowed floor area ratio shall not be exceeded.

D. Use Floor Area.

1. Minimum Floor Area. All uses in the SC district within existing and newly constructed buildings shall have a minimum floor area of two hundred (200) square feet unless a use permit is approved by the planning commission to allow a reduction in floor area below two hundred (200) square feet.

2. Maximum Floor Area. All uses in the SC district within existing and newly constructed buildings shall be limited to a maximum of ten thousand (10,000) square feet of floor area. Tenant spaces in existence on November 1, 1999, may modify the existing floor area by no more than ten percent (10%) of the existing floor area. Modification of tenant spaces existing on November 1, 1999, resulting in more than a ten percent (10%) increase in floor area may be allowed upon approval of a use permit by the planning commission. Increase of tenant space floor area shall not result in the tenant space exceeding ten thousand (10,000) square feet except as provided by subsection C of this section. (Ord. 10-8 § 2 (Exh. B (part)): prior code § 27.86)

17.52.080 Outdoor storage, display or sale of merchandise.

A. All uses shall be conducted entirely within a completely enclosed building except for:

1. Auto dealers;
2. Bus depots and transit stations;
3. Farmers' markets;
4. Parking and loading areas;
5. Plant nurseries;

6. Restaurants, outdoor dining in conjunction with a use permit approved for restaurant use;
7. Seasonal sales (Christmas trees, pumpkins, etc.);
8. Service stations;
9. Storage of building materials and supplies accessory to an approved use;
10. Taxi stands;
11. Such other uses which, in the opinion of the planning director, require outside display or storage.

B. Provided the use is allowed (either as a permitted or conditional use) by the zoning district regulations for the district in which the property is located, the following provisions shall apply to the incidental placement, storage, display, sale, or offer for sale of any merchandise out-of-doors or outside any completely enclosed building:

1. Screening. The merchandise shall be screened so as not to be visible from any public or private street, any off-street parking facility, or any common area in an integrated commercial center; or
2. Use Permit. A use permit approved by the planning commission shall be required for the outdoor storage display or sale of merchandise except for the following:
 - a. Fruits and vegetables,
 - b. Plants and other growing vegetation, with the limitation in subsection (B)(3)(f) of this section not applicable to nurseries,
 - c. Cut flowers,
 - d. Gasoline pumps, oil racks and accessory items when located on pump islands,
 - e. Vehicles, including, but not limited to, automobiles, trucks, motorcycles, trailers and recreational vehicles, with the limitation in subsection (B)(3)(f) of this section not applicable,
 - f. Areas within a completely roofed street alcove or entryway; provided, that the merchandise is inside the line of the building face,
 - g. Parking lot and sidewalk sales and other promotional events that involve retail sales, as long as they do not exceed twelve (12) days total during any twelve (12) month period with no more than three days being consecutive, regardless of the number of businesses located on the property, with the limitations in subsection (B)(3)(e) and (f) of this section not applicable,
 - h. Nonpromotional events conducted by or for recognized nonprofit or charitable community groups, with the limitations in subsection (B)(3)(a), (e), and (f) of this section not applicable,
 - i. Garage and yard sales, as long as they are conducted on property used for residential purposes by a resident and do not exceed three days during any six-month period, with the limitations in subsection (B)(3)(a), (e), and (f) of this section not applicable,
 - j. Merchandise associated with hardware stores and building supply stores,
 - k. Activities similar to the above, as determined by the planning director.
3. Standards. The placement or location of the merchandise must comply with the following:
 - a. The merchandise or activity is incidental and adjacent to any lawfully established business that normally sells the merchandise inside the building.
 - b. The merchandise or activity does not present a hazard to pedestrians or vehicles.

- c. The merchandise or activity does not occupy the space formed by extending the width of any required or existing building exit, whichever is wider, to the public right-of-way.
 - d. The display of merchandise shall not be located within the public right-of-way.
 - e. The merchandise or activity does not occupy any required parking spaces.
 - f. The storage, display or sales area is limited to two hundred (200) square feet or ten percent (10%) of the gross floor area of the business, whichever is less.
4. Public Right-of-Way. Nothing in this section shall authorize the placement, storage, display, sale or offer for sale of any merchandise on any street or on any sidewalk or any other portion of the public right-of-way, with the exception of sidewalk sales permitted by subsection (B)(2)(g) of this section. (Ord. 10-8 § 2 (Exh. B (part)); Ord. 06-9 § 2 (part); prior code § 27.87)

17.52.090 Other standards and uses.

- A. Catering. Food catering shall be permitted when accessory to an approved use.
- B. Music/Entertainment. Music/entertainment shall be allowed when accessory to an approved use and noise is not audible beyond the confines of the building.
- C. Hazardous/Toxic Substances. Uses reporting excessive amounts of hazardous/toxic substances shall require a use permit.
- D. Food and Beverage Establishments. Such establishments shall be subject to the following regulations:
 - 1. The type of use shall be as listed on the conditions imposed during city review.
 - 2. All regulated uses shall be subject to use permit review by the planning commission prior to change in use or expansion of use. Change in use or expansion of use shall include increase in seating; increase in floor area; change to a restaurant with a complete kitchen capable of providing full menu service of food prepared on premises; or change in services which may result in an increase in water, sewer, traffic, noise, or parking/circulation impacts. Change in use shall not include minor changes to hours of operation or change in hours to the food service unless such hours are regulated by an existing use permit.
 - 3. If approvals expire or if an establishment ceases operation and may not be reestablished under Chapter 17.140 regulating nonconforming establishments, Section 17.08.120 regulating use permits, or other provisions of this title, another restaurant may be established at a new location as follows:
 - a. Use permit approval is required for a new establishment at any location within the city.
 - b. The total number of seats at the proposed restaurant shall not exceed two hundred (200).
 - c. Use permit applications for the establishment of new restaurants shall be considered in the order of applications received, except that priority will be given to an existing business which is being relocated if the following conditions are met:
 - i. The existing business notifies the planning director in writing no later than ten (10) days after the business ceases operation of its intention to relocate and of the date it will or did cease operation; and
 - ii. A completed use permit application is filed before the food or beverage use at the original location becomes null and void pursuant to Sections 17.08.120, 17.140.020, or other provisions of this title.
 - d. No use permit application will be accepted for processing until an establishment (or an approved replacement establishment) has ceased operation or the property owner has notified the planning director

in writing that the use will not be reestablished at the previous location. The use permit application shall not be scheduled for hearing by the planning commission until the time period for reestablishing of the use at the location where the use has ceased has expired or written notice has been given by the property owner that the use will not be reestablished at the previous location.

4. When an existing business is modifying its operation the use permit shall be reviewed for compliance with the following:
 - a. That if the regulated use is considered a legal nonconforming business, the reasons for nonconformity shall be stated in the findings;
 - b. That the plans submitted with the application indicate that any existing nonconformities will not be increased by the issuance of the permit;
 - c. The total seating capacity authorized by the use permit and fire code occupancy shall be posted on the premises;
 - d. That all trash and recycling areas are screened from view.
5. A use permit or use permit amendment is required to expand the number of seats or to enclose approved outdoor seating for use as indoor seating.
 - a. The total number of restaurant seats, including indoor and outdoor seating, shall not exceed two hundred (200). Restaurants with more than two hundred (200) seats that were legally approved prior to the date of adoption of the ordinance codified in this chapter shall not be required to reduce their seating to comply with this limitation.
 - b. Seating shall be in compliance with the maximum fire code occupancy as determined by the fire marshal.
 - c. A building expansion to enclose outdoor seating to indoor seating shall be considered an expansion of seating for purposes of determining required parking.
6. Outdoor Seating. Administrative approval of a sidewalk dining permit is required to establish outdoor seating for dining at restaurants with an approved use permit. Use permit amendment is required for an increase in the number of seats. The sidewalk dining permit application shall include a plan showing the number of tables and chairs and the area where the dining will be allowed.
 - a. Outdoor dining for seating that results in an increase in the number of seats shall be reviewed by the planning department for compliance with parking standards and by Napa County environmental management for compliance with regulations pertaining to food storage, health and safety.
 - b. For those restaurants that wish to serve alcohol outside, the licensee must obtain approval for premises expansion from the California Department of Alcoholic Beverage Control.
 - c. All entrances and emergency exits shall be kept free of obstructions to ingress and egress.
 - d. For those restaurants that wish to establish outdoor seating for dining on a sidewalk, the following will be required:
 - i. A one-and-one-half-foot "recovery zone" from the edge of curb that must be kept free of obstructions (CalTrans requirement).
 - ii. A four-foot clear path of travel, which clearly maintains ADA compliance along the sidewalk, must be maintained to provide disabled access.
 - iii. Tables and chairs must be brought indoors when the restaurant is closed.

- iv. Entertainment shall not be allowed on the sidewalk as part of the restaurant service.
 - v. An encroachment permit must be obtained from the city of St. Helena. Application must include documentation of required liability insurance. The city of St. Helena maintains the preeminent right to use the sidewalk and suspend the right to encroach whenever the city needs use of the sidewalk for other public use or for repair.
 - vi. Sidewalk dining permits are revocable at the will of the city, and such revocations do not result in a taking of the owner's property (i.e., a taking of the restaurant).
 - vii. No more than twenty percent (20%) of total restaurant seating may be located on the sidewalk or other public property.
- e. For those restaurants wishing to allow patrons to bring dogs to the outdoor dining area, the following regulations shall be enforced:
- i. Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens or any other items involved with food service operations.
 - ii. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under control.
 - iii. Dogs shall not be allowed on chairs, tables, or other furnishings.
 - iv. All table and chair surfaces shall be cleaned and sanitized between seating of patrons.
 - v. Dog waste shall be removed immediately and the area immediately cleaned and sanitized with an appropriate product.
 - vi. Dogs shall not be permitted to travel through indoor portions of the public food service establishment.

E. Landscaping Requirements.

1. Twenty percent (20%) of the site shall be landscaped.
2. Installation and Maintenance of Landscaping and Shade Trees. All required frontage yards, off-street parking areas, and all other open areas, other than screened storage areas, shall be improved and shall be permanently maintained by the property owner with the installation of shade trees and landscaped areas and planters in accordance with the following standards:
 - a. Parking Lot Trees. All trees in parking lots shall be fifteen (15) gallons in size and shall conform to the National Association of Nurserymen's adopted standards for growth, condition and development of nursery-supplied materials. Modification of these standards for equivalent quality of tree or shade plant may be permitted depending on species and quality of stock. The following minimum number of trees shall be required in any parking lot:

Parking Lot Size	Number of Trees
15 spaces or less	1 tree/4 spaces (minimum of 2 trees)
16 spaces or more	20 trees/acre if canopy is 40 feet or greater
	24 trees/acre if canopy is less than 40 feet

- b. Planters. Where a parking lot abuts a public right-of-way, there shall be provided a landscaped planter contiguous to and parallel to such right-of-way.

The St. Helena Municipal Code is current through Ordinance 20-2, passed March 10, 2020.

- c. Variety and Distribution. Shade trees shall be of a variety approved by the city that will, under ordinary circumstances and growing conditions, provide shade upon reaching maturity. Distribution of trees shall generally be in a grid or similar pattern within off-street parking lots, required yards, and other open spaces and landscaped areas so as to fulfill the intent of this title to shade expanses of pavement and other open space.
 - d. Curbing. Landscaping and shade trees shall be contained in planters and tree wells bordered by a six-inch high concrete curb or equivalent barrier approved by the city.
 - e. Width and Protection of Planters. Unless otherwise specified in this chapter or under the conditions of an approved permit, planters and tree wells shall have a width of not less than five feet and shall be protected from automobile overhang where necessary through the provision of barriers, tire stops or additional width.
 - f. Maintenance. Landscaped areas and planters shall be served by an irrigation system approved by the city and shall be kept in a weed-free condition.
- F. Wastewater Generation. Each and every use allowed in the SC district shall be restricted such that all such uses on any single "lot of record," as defined by Section 13.24.090(C) of this code, do not in the aggregate generate wastewater in excess of the following standards:
- 1. Six hundred (600) gallons per day, without a use permit which regulates wastewater generation;
 - 2. Two thousand five hundred (2,500) gallons per day, upon grant of a use permit regulating wastewater generation; provided the city council approves a use permit with conditions ensuring that all reasonable water conservation measures are implemented, and finds that approval is in the best interest of the city; or
 - 3. For all uses lawfully in effect on any lot of record on December 8, 1981, which generated in aggregate more than six hundred (600) gallons of wastewater per day, such uses may be altered, reconstructed or changed; provided, that the resultant uses on any such lot of record do not in the aggregate generate wastewater exceeding the aggregate wastewater gallonage per day for all uses existing on such lot of record on December 8, 1981.
- G. Demolition Permit Required. Except when required for the emergency protection of public health, safety or welfare as determined by the city manager, no permit authorizing the demolition of any structure within the commercial zone districts shall be issued until reviewed by the planning commission in accordance with the procedures established in Chapter 17.92 and the following findings:
- 1. That, based on the public record and testimony presented at a public hearing, the structure is determined not to be a significant architectural or historical building;
 - 2. If a structure is determined to be significant by the planning commission, no demolition will be authorized unless the following findings are made by the commission:
 - a. That the structure poses a threat to health, safety and general welfare if it is not demolished,
 - b. That restoration of the structure is not feasible or practicable using current building codes including, but not limited to, the Historic Building Code provisions of the Uniform Building Code of the state,
 - c. That no public or other funding is available for financing renovation or purchase of the structure.
- H. Right to Farm Provision. Property owners within the district 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.
- I. Hotel and Motel Management. A manager or other responsible person shall reside upon the premises and shall have charge of every hotel or motel in which there are twelve (12) or more guest rooms, in the event that the owner

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Chapter 17.52 SERVICE COMMERCIAL (SC)
DISTRICT

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of any such hotel or motel does not reside upon the premises. The requirements of this section are intended to be declarative of, and consistent with, state law. (Ord. 18-5¹ § 4 (Exh. B (part)); Ord. 10-8 § 2 (Exh. B (part)); Ord. 00-2 § 3; prior code § 27.88)

17.52.100 Reserved.
(Ord. 10-8 § 2 (Exh. B (part)))

¹ Code reviser's note: Section 5 of Ordinance 18-5 provides that its amendments "are enacted for a period of two years and shall terminate on November 8, 2020, unless extended or made permanent by action of the City Council."



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: CONSENT ITEMS

Subject: Second reading and proposed adoption of an Ordinance approving a Development Agreement between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane.

**CEQA Mitigated Negative Declaration
Determination:**

Prepared By: Aaron Hecock, Senior Planner

Reviewed By: Maya DeRosa, Planning & Building Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On September 14, 2020 and September 17, 2020 the Planning Commission held duly noticed public hearings to consider the development agreement described herein. At the conclusion of the meeting on September 17, 200 the Planning Commission voted 4-1 to recommend that the City Council adopt the Ordinance as presented in Exhibit A.

On October 13, 2020 the City Council introduced and unanimously approved a first reading of the proposed ordinance as shown in Exhibit A.

DISCUSSION

CEQA

In accordance with Article 6 and Appendix G of the California Environmental Quality Act (CEQA) Guidelines, an Initial Study and Mitigated Negative Declaration (IS/MND) has been prepared for the proposed project. The document contains a description of the proposed project, an analysis of potential environmental impacts resulting from the proposed project, as well as mitigation measures intended to reduce potentially significant impacts to less-than-significant levels.

DEVELOPMENT AGREEMENT

A development agreement is a land use tool that is authorized and governed by Government Code Section 65864 *et seq.* and SHMC Chapter 17.156. Development agreements are voluntary, negotiated agreements entered into between an applicant and the City, pursuant to which the Developer may secure vested rights to develop their property under the rules in place at the time of their approval. In exchange for granting these additional vested rights, the City can negotiate to require the Developer to provide additional community benefits to the City in excess of what the City could require through the normal entitlement process. SHMC Chapter 17.156 requires that the Planning Commission hold a public hearing to consider the Development Agreement and following the public hearing make a recommendation to the City Council on whether to approve the Development Agreement, including making a determination whether the development agreement proposed:

- A. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
- B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
- C. Is in conformity with public convenience, general welfare and good land use practice;
- D. Will be detrimental to the health, safety and general welfare;
- E. Will adversely affect the orderly development of property or the preservation of property values. The recommendation shall include the reasons for the recommendation; and
- F. Will have a sufficient water supply for subdivisions pursuant to the requirements of Government Code Section 66473.7 [*Note: This last finding applies to residential subdivisions of 500 or more lots and therefore is not applicable to this Project*].

Section 17.156.090 (Decision by City Council), sets the following requirements for the City Council's consideration of the development agreement:

- 1. After the City Council completes its public hearing, it may accept, modify or disapprove the recommendation of the planning commission. It may, but need not, refer matters not previously considered by the Planning Commission during its hearing back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the city council.
- 2. The City Council may not approve the development agreement unless it finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.
- 3. If the City Council approves the development agreement, it shall do so by the adoption of an ordinance. After the ordinance approving the development agreement takes effect, the City may enter into the agreement.

Staff Response: Earlier this year, the City Council formed an Ad Hoc Subcommittee of two council members to advise in the negotiations with the applicant. The Development Agreement provides the applicant with a vested right to develop the lodging project for a

term of five years, with the ability to receive a five year extension. In exchange, the applicant has committed to providing certain community benefits related to affordable housing and infrastructure improvements.

A. Affordable Housing

In the absence of the Development Agreement, the applicant would be required to pay the City's non-residential inclusionary housing fee, which would total \$202,160. Instead, under the terms of the Development Agreement the applicant will pay a total contribution of \$3.2 million toward affordable housing. The applicant will make an initial payment of \$1 million prior to receipt of a building permit, which will be set aside to assist Our Town St. Helena (OTSH) to acquire the Phelps property across the street from St. Helena High School, subject to OTSH securing entitlements (including a general plan amendment and zone change) and financing for development of affordable housing on that site. The remaining \$2.2 million will be paid at the time the Project converts from construction to permanent financing, or upon sale of the Project.

By way of background, it is important to understand the decision making process that the City considered prior to determining that payment of a fee would be the most feasible option to pursue to mitigate the workforce housing impacts of the project. A summary of the options considered is provided below:

- *Make contribution to City for affordable housing:*

Staff determination: Feasible. The amount of the payment was determined based on research of other cities hotel studies and workforce housing generation. The methodology for calculating the \$3.2 million is based on Developer's internal analysis, to produce 51 net new jobs in the City (since the lodging project will be served in part by existing employees of the restaurant), of which approximately 75% (38 jobs) will be low or very low income jobs. These numbers will need to be substantiated by the City. The City currently requires at least 20% of the units in residential projects to be set aside for low and very low income households, and it is appropriate to expect nonresidential projects to provide funding that would be sufficient to provide housing for at least 20% of their low and very low income employees, or in this case, 8 employees. Based on the City's current research, affordable units in Napa County and surrounding areas cost \$400,000 or more per unit. Therefore, the amount needed to develop affordable housing for 8 of Developer's future employees would be \$3,200,000.

- *Build Units onsite:*

Staff determination: Not feasible for following reasons: requires general plan and zoning amendment to allow residential uses, changes project description, required entitlements and CEQA process. Delays and costs render project infeasible.

- *Donate land to the City that is appropriately zoned for affordable housing:*

Staff determination: Likely infeasible, lack of adequate sites with general plan and zoning to allow high density housing. However,

structure of development agreement allows for potential funding for acquisition of the Phelps site by OTSH, as noted above.

Note: In the Housing Element, the following two sites were identified as high density infill opportunities, however these sites are presently not on the market:

- *1447 Spring Street (APN# 009-590-003). It is 1.5 acres and designated High Density. There is currently a single-family home on-site.*
- *1515 Spring Street (APN# 009-590-010). It is .89 acres and designated High Density. There is also a single-family home on this site.*

B. Infrastructure Improvements

Under the Development Agreement the applicant has additionally committed to construct certain public improvements that are needed by the proposed Project but also benefit the City and surrounding property owners. These include the improvements to realign Mills Lane in accordance with the Highway 29 Specific Plan, improvements to the storm drain along Mills Lane consistent with the City's Storm Drain Master Plan, and improvements to the sidewalk on the west side of La Fata street to provide better pedestrian access from the employee parking lot on McCormick and Dowdell to the Project site. The applicant has also agreed to construct and install recycled water infrastructure (purple pipe) in Mills Lane in order to facilitate the development of a City recycled water system that could serve Crane Park, and St. Helena Elementary School (at a minimum), as an alternative means of satisfying the City's water neutrality ordinance, as discussed in the discussion of Water, below.

The Developer will construct all of these improvements at its own cost, with the City Engineer inspecting all the improvements prior to acceptance by the City. The City will reimburse the Developer for costs in excess of Developer's proportionate share of the Mills Land and Storm Drain Improvements, and any amount in excess of \$256,549 spent on the Recycled Water improvements. The City will reimburse the Developer out of future funds in an amount equal to 50% of the transient occupancy tax generated by the Project, until the reimbursement is paid in full.

FISCAL IMPACT

As described in the City's 2021-2030 Long Range Financial Forecast, approval and subsequent operation of the lodging project is expected to add an additional \$72,000 in Property Tax revenues beginning in FY 2025-26, an additional \$133,500 in Sales Tax beginning in FY 2024-25, and an additional \$1.5 million in TOT over a two-year period beginning in FY 2024-25. Assuming 50% occupancy in FY 2024-25 and 75% occupancy in FY 2025-26 and beyond.

Also, as described above, under the terms of the Development Agreement the applicant will pay a total contribution of \$3.2 million toward affordable housing and will fund treated water infrastructure improvements at a cost of up to \$256,549.

RECOMMENDED ACTION

It is recommended that the City Council review the draft ordinance and:

1. Waive second reading and adopt the ordinance approving a Development Agreement between the applicant and the City of St. Helena for the LMR Destinations LLC lodging project at 1000 Mills Lane.

ATTACHMENTS

[Ordinance Approving Farmstead DA - final 10-19-2020](#)

[Development Agreement \(Farmstead\) \(revised\)-c1 - Final](#)

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING A DEVELOPMENT AGREEMENT WITH LMR DESTINATIONS, LLC RELATING TO THE FARMSTEAD LODGING PROJECT AT 1000 MILLS LANE**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of St. Helena (the "City") has enacted regulations encompassed in St. Helena Municipal Code Chapter 17.156 (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, in accordance with the Development Agreement Statute and the Development Agreement Regulations, LMR Destinations, LLC, a California limited liability company (the "Developer") has applied to the City for certain land use entitlements and a development agreement for the development of the Farmstead Lodging Project, a 65 room single story hotel project, which in addition to the guest rooms includes a multi-purpose building for guest reception/administration, a bar and lounge area, meeting/classroom with demonstration kitchen, commercial kitchen and staff facilities; a utility and service building; a spa building; a pool and fitness building; two outdoor pools; two agricultural barns; and approximately 3.9 acres of land used for agricultural purposes (the "Project"); and

WHEREAS, on October 13, 2020, the City Council approved Resolution No. 2020-100 adopting a Mitigated Negative Declaration for the Project (the "Mitigated Negative Declaration"), finding there is no substantial evidence in support of a fair argument that the proposed Project will have a significant, adverse impact on the environment with the mitigation measures proposed and adopting a resolution approving Design Review, Use Permit, Lot Line Adjustment, Lot Merger, Variance and Water Agreement (the "Project Entitlements") for the Farmstead at Long Meadow Ranch Project at 1000 Mills Lane; and

WHEREAS, Developer desires to carry out the development of the Project consistent with the General Plan, the Highway 29 Specific Plan and the Development Agreement and the vested entitlements referenced therein; and

WHEREAS, the Development Agreement will assure both the City and the Developer that the Project will proceed as proposed and that the public improvements and other amenities and funding obligations of the Developer will be accomplished as proposed; and that the Project

can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, the Planning Commission of the City held a duly noticed public hearing on August 18, 2020 on the Mitigated Negative Declaration, Project Entitlements and the Development Agreement, during which public hearing the Planning Commission received comments from the Developer, City staff, and members of the general public and made a recommendation to the City Council on the adoption of the Mitigated Negative Declaration and approval of the Project Entitlements and the Development Agreement; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council held a duly noticed public hearing on October 13, 2020 on the Mitigated Negative Declaration, Project Entitlements and the Development Agreement, during which public hearing the City Council received comments from the Developer, City staff, and members of the general public.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to the Development Agreement Regulations.

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines that the provisions of the Development Agreement are consistent with the General Plan and Highway 29 Specific Plan. Specifically, the Project to be developed pursuant to the Development Agreement is consistent with the land use designations for the parcel upon which the Project will be developed. The lodging component of the Project will be constructed on the portion of the parcel that is within the City's Urban Limit Line and is designated as Service Commercial (SC), where lodging is an allowable use. The portions of the parcel that are outside the Urban Limit Line will remain in agricultural use, consistent with the requirements of the General Plan. The Project will further numerous policies of the General Plan as more specifically enumerated in the City staff reports prepared for this Ordinance, in that the Project would support both a local and visitor serving component to the City's economy by providing jobs, tax revenue, and additional amenities. The Project would enhance the character in the SC district by redeveloping an under-utilized site in the commercial district. The Project would also be oriented toward an upscale market, consistent with the Napa Valley's reputation as a producer of world-class wines. Further, the Project is consistent with the Highway 29 Specific Plan and would implement its direction by providing for the realignment of Mills Land with Grayson Avenue consistent with the goals of the Highway 29 Specific Plan.

SECTION 4. The foregoing findings and determinations are based upon the following:

- (a) The Recitals set forth in this Ordinance, which are deemed true and correct;
- (b) The City's General Plan;
- (c) The City's Highway 29 Specific Plan;
- (d) Resolution No. 2020-100, adopted by the City Council on October 13, 2020, making findings as to the Mitigated Negative Declaration for the Project, including the Statement of Findings and the Mitigation Monitoring and Reporting Program, and adopted a resolution approving Design Review, Use Permit, Lot Line Adjustment, Lot Merger, Variance, and Water Agreement for Mills Lane, approved by and incorporated in said Resolution, which Resolution and exhibits are incorporated herein by reference as if set forth in full;
- (e) Resolution No. ____ of the Planning Commission of the City of St. Helena recommending that the City Council approve a Development Agreement with LMR Destinations, LLC relating to the Farmstead Lodging Project;
- (f) All City staff reports (and all other public reports and documents) prepared for the City Council, relating to the Development Agreement and other actions relating to the Property;
- (g) All documentary and oral evidence received at public hearings or submitted to the City during the comment period relating to the Development Agreement, and other actions relating to the Property; and
- (h) All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City; State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject further to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto.

SECTION 6. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 8. This ordinance shall become effective on and after the thirtieth (30th) day following its adoption.

SECTION 9. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of applicable law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of St. Helena, California, at a regular meeting of the City Council held on the 27th day of October, 2020 by the following vote:

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

ST. HELENA:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafoopoulos, 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 13th day of October, 2020 by the following vote:

Mayor Ellsworth:	<u>YES</u>
Vice Mayor Dohring:	<u>YES</u>
Councilmember Chouteau:	<u>YES</u>
Councilmember Knudsen:	<u>YES</u>
Councilmember Koberstein:	<u>YES</u>

Cindy Tzaopoulos, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Ethan Walsh, City Attorney

EXHIBIT A

Farmstead Development Agreement

[Inserted behind this cover page]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of St. Helena
1480 Main Street
St. Helena, CA 94574
Attention: City Clerk

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF ST. HELENA

AND

LMR DESTINATIONS LLC

Effective Date: _____

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DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”), dated as of the Effective Date, is entered into by and between the City of St. Helena, a California municipal corporation (“**City**”) and LMR Destinations LLC, a California limited liability company (“**Developer**”). Developer and City may be referred to individually in this Agreement as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties. The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Article 1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the Legislature of the State of California enacted section 65864 *et seq.* of the Government Code (“**Development Agreement Statute**”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in the property.

B. In accordance with the Development Agreement Statute, the City Council of the City of St. Helena enacted Municipal Code Chapter 17.156 (“**Development Agreement Regulations**”), which authorizes the execution of development agreements and set forth the required contents and form of those agreements. The provisions of the Development Agreement Statute and the City’s Development Agreement Regulations are collectively referred to herein as the “**Development Agreement Law**.”

C. Developer is the owner of that certain real property located at 1000 Mills Lane, St. Helena in the County of Napa, State of California and more particularly described and depicted in Exhibits A and B attached hereto and incorporated herein (the “**Property**”).

D. Developer has applied to the City to construct on the Property a maximum 65 room hotel with ancillary retail and related amenities (the “**Project**”). The Project is more fully described in Exhibit C, Project Description, and incorporated herein by reference.

E. The Project is the subject of a mitigated negative declaration (“MND”) prepared pursuant to the California Environmental Quality Act (“**CEQA**”) (Public Resources Code section 21000 *et seq.*) and approved by Resolution No. _____ adopted by the City Council on ____.

F. Prior to or concurrently with approval of this Agreement, the City will take several actions to review and plan for the future development and use of the Project (“**Existing Approvals**”). These include:

1. Ordinance No. _____ approving this Agreement;

2. Resolution No. _____ approving the Use Permit and Design Review for the Project;

3. Resolution No. _____ approving the Lot Line Adjustment, Lot Merger, and Variance required for the Project; and

4. Resolution No. _____ approving the MND.

A copy of the Existing Approvals are attached hereto as Exhibit D.

G. It is the intent of City and Developer to establish certain conditions and requirements related to review and development of the Project, which are or will be the subject of subsequent development applications and land use entitlements.

H. City finds that the Agreement will promote orderly growth and quality development in accordance with the goals and policies set forth in the General Plan; is compatible with the uses authorized in, and the regulations prescribed for, the district in which the Property is located; will promote the public convenience, general welfare, and good land use practice; will not be detrimental to the health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property value; and will promote and encourage the development of the Project by providing a greater degree of requisite certainty.

I. City and Developer have reached mutual agreement and desire to voluntarily enter into this Agreement to facilitate development of the Project subject to the conditions and requirements set forth herein.

J. City has given the required notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to Government Code section 65867 and Municipal Code section 17.156.070. The City has reviewed and evaluated this Agreement in accordance with the Development Agreement Law and found that the provisions of this Agreement and its purposes are consistent with the Development Agreement Law and the goals, policies, standards and land use designations specified in the General Plan.

K. On _____ the City Council introduced Ordinance No. _____ approving this Agreement and authorizing its execution, and adopted that Ordinance on _____. The Ordinance became effective on _____.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

“Affiliate” means and refers to any person or entity, directly or indirectly, Controlling or Controlled by or under common Control with the applicable person or entity, whether by direct or indirect ownership of equity interests, by contract or otherwise.

“Agreement” shall mean this Development Agreement between City and Developer, including all Exhibits hereto.

“Applicable Law” is defined in Section 3.2.

“CalTrans” means the California Department of Transportation.

“CEQA” means the California Environmental Quality Act, California Public Resources Code section 21000, *et seq.*, as amended from time to time.

“CEQA Guidelines” means the State CEQA Guidelines (California Code of Regulations, Title 14, section 15000, *et seq.*), as amended from time to time.

“Changes in the Law” is defined in Section 3.7.

“City” means the City of St. Helena, a municipal corporation.

“City Council” means the City Council of the City of St. Helena.

“City Manager” means City’s City Manager or his or her designee.

“City Parties” means and includes City and its elected and appointed officials, officers, employees, attorneys, contractors and representatives.

“Claims” means liabilities, obligations, orders, claims, damages, fines, penalties, and expenses, including attorneys’ fees and costs.

“Connection Fees” means those fees charged by City on a citywide basis or by a utility provider to utility users as a cost for connecting water, sanitary sewer, and other applicable utilities, except for any such fee or portion thereof that constitutes an Impact Fee, as defined below.

“Control” means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

“Controlling” and “Controlled” mean and refer to exercising or having Control.

“Default” is defined in Section 12.1.

“Developer” means LMR Destinations LLC and its permitted successor and assigns.

“Development Agreement Law” is defined in Recital B.

“Development Agreement Regulations” is defined in Recital B.

“Development Agreement Statute” is defined in Recital A.

“Discretionary Action” or **“Discretionary Approval”** means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee of the City, to determine whether there has been compliance with statutes, ordinances or regulations.

“Effective Date” means the date that this Agreement becomes effective as determined under Section 2.1.

“Enacting Ordinance” refers to the Ordinance identified in Recital K.

“Exactions” means exactions that may be imposed by the City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with environmental review of the Project, or impositions made under Applicable Law, including, but not limited to, the Highway 29 Specific Plan. For purposes of this Agreement, Exactions do not include Impact Fees.

“Existing Approvals” means and includes those permits and approvals for the Project granted by City to Developer as of the Effective Date as set forth in Recital F.

“Extension Term” is defined in Section 2.2.1.

“General Plan” means the City of St. Helena’s General Plan, as amended from time to time.

“Highway 29 Specific Plan” means the Highway 29 Specific Plan approved by the City Council of the City of St. Helena on February 22, 2005.

“Housing Fees” means the nonresidential development project housing impact fees charged by the City to further affordable housing pursuant to Municipal Code section 17.146.040.

“Impact Fees” means the monetary amount charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the

impacts of the development project or development of the public facilities related to the development project, including, any “fee” as that term is defined by Government Code section 66000(b).

“Initial Term” is defined in Section 2.2.

“Litigation Challenge” is defined in Section 9.3.

“Major Amendment” is defined in Section 8.2.

“Minor Amendment” is defined in Section 8.2.

“MND” is defined in Recital F.

“Mortgage” means any mortgage, deed of trust, security agreement, and other like security instrument encumbering all or any portion of the Property or any of the Developer’s rights under this Agreement

“Mortgagee” means the holder of any Mortgage, and any successor, assignee or transferee of any such Mortgage holder.

“Municipal Code” means and refers to the City of St. Helena’s Municipal Code, as amended from time to time.

“New City Laws” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through their power of initiative or otherwise) after the Effective Date.

“Notice of Breach” is defined in Section 12.1.

“Other Agency Fees” is defined in Section 4.3.

“Permitted Delay” is defined in Section 13.3.

“Permitted Transfer” means any of the following types of Transfer by Developer, which unless otherwise provided do not require the City’s prior written approval:

1. Any Transfer to a lender pursuant to a Security Instrument as collateral for financing to pay all or any part of the cost of construction of the Project; or pursuant to a Security Instrument as collateral for a permanent financing for the Project.
2. Any Transfer directly resulting from the foreclosure or deed in lieu of foreclosure of a Security Instrument for a loan from a Lender for construction or permanent financing for the Project or as otherwise permitted under Article 11.
3. Any Transfer of stock or equity in the Developer that does not change management or operational Control of the Project, with no material change in beneficial

ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.

4. A Property Transfer from Developer to an Affiliate, including LMR Destinations, LLC, a California limited liability company, provided that such Affiliate is Controlled by Long Meadow Ranch Partners, L.P., a California limited partnership.

“Planning Commission” means the City of St. Helena Planning Commission.

“Processing Fees” means all fees for processing development project applications, including any required supplemental or other further environmental review, plan checking and inspection and monitoring for land use approvals, design review, grading and building permits, General Plan maintenance fees, and other permits and entitlements required to implement the Project, which are in effect at the time those permits, approvals or entitlements are applied for, and which are intended to cover the actual costs of processing the foregoing.

“Project Approvals” means the Existing Approvals and all Subsequent Approvals.

“Project” is defined in Recital D.

“Property” is defined in Recital C.

“Property Transfer” means and refers to any “change in ownership,” as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

“Security Instrument” means any security instrument, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant real property (including leasehold) security for any obligation (including a purchase-money or other promissory note) encumbering the Property, as entered into, renewed, modified, consolidated, increased, decreased, amended, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until paid, satisfied, and discharged of record. If two or more such security instruments are consolidated or restated as a single lien or held by the same Lender (as applicable), then all such security instruments so consolidated or restated shall constitute a single Security Instrument. A participation interest in a security instrument (or partial assignment of the secured loan) does not itself constitute a Security Instrument.

“Subdivision Map Act” means California Government Code sections 66410 through 66499.58, as it may be amended from time to time.

“Subsequent Approvals” is defined in Section 7.1.

“Term” means the Initial Term plus any Extension Term, if such Extension Term is granted under the terms of this Agreement.

“Total Cost” is defined in Section 7.3.1.

“Traffic Fees” means Impact Fees charged by the City to finance circulation improvements including those Impact Fees charged pursuant to Municipal Code section 3.32.100.

“Transfer” means any of the following:

1. Any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); or
2. Any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect equity interest(s) in the owner of such property, right or obligation by the holders of such equity interest(s); or
3. Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or
4. Any Property Transfer; or
5. The recordation of any deed of trust, mortgage, lien or similar encumbrance against all or any portion of the Property or the Project

“Transient Occupancy Tax” means those taxes levied by City pursuant to Municipal Code chapter 3.28, which are collected and remitted to City by hotel operators.

ARTICLE 2 EFFECTIVE DATE AND TERM

2.1 Effective Date. The Effective Date of this Agreement shall be the later of (a) the date that is thirty (30) days after the date that the Enacting Ordinance is adopted, or (b) the date this Agreement is fully executed by the Parties. The Effective Date is inserted at the beginning of this Agreement. The Parties acknowledge that section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded in the official records of Napa County no later than ten (10) days after the City enters into this Agreement, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

2.2 Initial Term of Agreement. The **“Initial Term”** of this Agreement shall commence on the Effective Date and shall expire on the fifth (5th) anniversary of the Effective Date, unless earlier terminated.

2.2.1 Extension of Initial Term. The Initial Term of this Agreement may be extended from the date of expiration of the Initial Term until the date which is five (5) years following the expiration of the Initial Term (**“Extension Term”**), provided that at the end of the Initial Term: (a) Developer is not, at the time, in Default of any of its obligations hereunder

following notice and expiration of applicable cure periods; (b) the applicable Developer warranties and representations in Section 2.4 below continue to be true and correct; and (c) no event has occurred which with the passage of time or giving of notice or both would constitute a Default by Developer hereunder. Following the expiration of the Term, or the earlier completion of development of the Project and satisfaction of all of Developer's obligations in connection therewith, this Agreement shall be deemed terminated and of no further force and effect; provided, however, that this termination shall not affect reimbursements to Developer under Section 7.3, Developer's obligation to pay the Affordable Housing Payment pursuant to Section 5.1.6, or any right or duty arising from entitlements or approvals, including the Project Approvals concurrently with, or subsequent to, the Effective Date. The Initial Term or Extension Term, as applicable, shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to New City Laws that are necessary to protect the physical health and safety of the public that are uniformly applied on a City-wide basis.

2.2.2 Memorandum of Extension. If the Extension Term is granted, City and Developer agree to execute, acknowledge and record in the official records of Napa County a memorandum evidencing approval of the Extension Term.

2.3 City Representations and Warranties. City represents and warrants to Developer that, as of the Effective Date:

2.3.1 City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

2.3.2 The execution and delivery of this Agreement and the performance of the obligations of the City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

2.3.3 This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

2.3.4 During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause of any of the warranties and representations in this Section 2.3 not to be true, immediately give written notice of such fact or condition to Developer.

2.4 Developer Representations and Warranties. Developer represents and warrants to City that, as of the Effective Date:

2.4.1 Developer is duly organized and validly existing under the laws of the State of California, and is in good standing and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

2.4.2 The execution and delivery of this Agreement and the necessary performance of the obligations of Developer hereunder have been duly authorized by all necessary company action and all necessary member approvals have been obtained.

2.4.3 This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

2.4.4 Developer has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors; (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets; (d) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets; or (e) admitted in writing its inability to pay its debts as they come due.

2.4.5 During the Term of this Agreement, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.4 not to be true, immediately give written notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF THE PROPERTY

3.1 Vested Rights. The Property is hereby made subject to the provisions of this Agreement. Developer shall have the vested right to develop the Property and the Project in accordance with and subject to the Existing Approvals, the Subsequent Approvals, Applicable Law and this Agreement, which shall, among other things, control the permitted uses, density and intensity of use of the Property, requirements for on- and off-site infrastructure and public improvements, the Exactions, and the maximum height and size of buildings on the Property.

3.2 Applicable Law. City and Developer acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the foregoing reservation of City, it is the intent of City and Developer that this Agreement be construed to provide Developer with rights afforded by law, including but not limited to, the Development Agreement Statute. Therefore, the laws, rules, regulations, official policies, standards and specifications of City applicable to the development of the Property and/or the Project shall be (collectively, "**Applicable Law**"):

3.2.1 Those rules, regulations, official policies, standards and specifications of the City set forth in the Project Approvals and this Agreement. For purposes of convenience and clarity and to provide a centralized set of reference documents, Exhibit E describes and attaches portions of the Project Approvals and the Applicable Law, which sets forth the applicable development standards, including permitted uses, density and intensity of uses, maximum size and height of buildings, and exactions that are vested through this Agreement. The parties do not intend for Exhibit E to limit any vested rights or other rights or obligations specifically contemplated or conferred by this Agreement;

3.2.2 With respect to matters not addressed by and not otherwise inconsistent with the Project Approvals and this Agreement, those laws, rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing and manner of construction, densities, intensities of uses, heights

and sizes, requirements for on- and off-site infrastructure and public improvements, in force and effect on the Effective Date;

3.2.3 New City Laws that relate to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure imposed at any time, provided such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.4 New City Laws that revise City's uniform construction codes, including City's building code, plumbing code, mechanical code, electrical code, fire code, grading code and other uniform construction codes, as of the date of permit issuance, provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.5 New City Laws that are necessary to protect physical health and safety of the public; provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.6 New City Laws that do not conflict with this Agreement or the Project Approvals, provided such new City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties; and

3.2.7 New City Laws that do not apply to the Property and/or the Project due to the limitations set forth above, but only to the extent that such New City Laws are accepted in writing by Developer in its sole discretion.

3.3 Development Timing. City and Developer acknowledge that Developer cannot at this time predict what portions of the Project will be included within any phase of the Project, when or the rate at which the phases will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors that are not within the control of Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. The City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties' agreement, it is the desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement or the Project Approvals, Developer's vested rights under this Agreement include the right to develop the Property and the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its discretion, subject to the terms, requirements and conditions of the Project Approvals and this Agreement.

3.4 Regulation by Other Public Agencies. City and Developer acknowledge and agree that other governmental or quasi-governmental entities not within the control of City possess authority to regulate aspects of the development of the Property and the Project and that this Agreement does not limit the authority of such other public agencies. City shall reasonably cooperate with Developer in Developer's effort to obtain such permits and approvals as may be

required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Property and/or the Project; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement, or to amend any City policy, regulation or ordinance in connection therewith.

3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be the longer of the Term or the term otherwise applicable to such Project Approval.

3.6 Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild portions of the Project at any time within the Term should it become necessary due to any casualty, including natural disaster or changes in seismic requirements. Such renovations or reconstruction shall be processed as a Subsequent Project Approval consistent with all prior Project Approvals and Applicable City Law. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement, and shall comply with the Project Approvals, Applicable City Law, and the requirements of CEQA.

3.7 State and Federal Law. As provided in Section 65869.5 of the Development Agreement Statute, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law prevent or preclude, or render substantially more expensive or time consuming, compliance with one (1) or more provisions of this Agreement, the City and Developer shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Nothing in this Agreement shall preclude City or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project any such Changes in the Law. If Changes in the Law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, Developer, in its sole and absolute discretion, may terminate this Agreement by providing written notice thereof to City.

3.8 Subsequent Development Review. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Law. However, any subsequent Discretionary Action or Discretionary Approval initiated by Developer that is not otherwise permitted by or contemplated in the Project Approvals, which changes the uses, intensity, density, building height or timing of the Project, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Property shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.9 Effective Development Standards. The City agrees that it is bound to permit the uses, intensity of use and density on the Property which are permitted by this Agreement, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the

Applicable Law. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which must be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Agreement.

3.10 Moratoria. In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise after the Effective Date, which relates to the rate, timing, or sequencing of the development or construction on all or any part of the Property, including, without limitation, any ordinance, resolution or other measure restricting or precluding the issuance of building permits, the City agrees that the ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless the changes are both (a) found by the City to be necessary to protect the health and safety of the residents of the City, and (b) generally applicable on a Citywide basis.

ARTICLE 4 FEES

4.1 Impact Fees and Exactions. City may charge and, subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Impact Fees, Developer shall pay any and all Impact Fees imposed by City, including new Impact Fees adopted after the Effective Date; provided, however, City shall only require Developer to pay new Impact Fees (including increases in Impact Fees) that are uniformly applied by City to all substantially similar types of Development Projects and properties. Pursuant to St. Helena Municipal Code Section 17.146.040, Developer shall pay Traffic Fees upon City's issuance of a certificate of occupancy, while all other Impact Fees shall be paid prior to issuance of a building permit. In addition, City may impose and Developer shall comply with those Exactions required by this Agreement and the Project Approvals. Notwithstanding anything to the contrary contained in this Section 4.1, except as otherwise specifically provided in Section 3.2 above, in no event shall the City impose any additional Exactions (beyond those set forth in the Existing Approvals and this Agreement) in connection with the development of the Project, as long as such development is substantially consistent with the Project Approvals.

4.2 Processing Fees. Subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Processing Fee, City may charge and Developer agrees to pay any and all Processing Fees which are in effect on a City-wide basis at the time those permits, approvals or entitlements are applied for, and which are intended to cover the actual costs of processing the foregoing.

4.3 Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law ("**Other Agency Fees**").

4.4 Connection Fees. Subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Connection Fee, City may charge and Developer shall pay any Connection Fee that is lawfully adopted.

ARTICLE 5 DEVELOPER OBLIGATIONS

5.1 Developer Obligations. In consideration of the rights and benefits conferred by City to Developer under this Agreement, Developer shall perform the public benefit obligations and pay to City the contributions set forth in this Article 5 all within the times set forth herein.

5.1.1 Mills Lane Improvements. Developer shall construct improvements to Mills Lane as depicted in Exhibit F ("**Mills Lane Improvements**"), which are consistent with City's Highway 29 Specific Plan, prior to or concurrently with the development of the Project and shall complete the Mills Lane Improvements prior to the issuance of the first certificate of occupancy for the Project by the City. Construction shall be completed in accordance with improvements plans as approved by the City Engineer, and before Developer receives a final certificate of occupancy for the Project.

5.1.2 Storm Drain Improvements. Developer shall construct those certain storm drain improvements necessary to extend and improve the storm drain along Mills Lane to serve properties on Mills Lane, La Fata Street, Fountain Street, Grayson Avenue, Main Street (to Charter Oak Avenue), and Vidovich Avenue and to construct an outfall for said storm drain into the Napa River (the "**Storm Drain Improvements**"). The Storm Drain Improvements shall be designed by City in accordance with the City's long-standing plan for this separate project as contained in City's Storm Drain Mater Plan dated September 2000 (*see* Table 4-1) and the Highway 29 Specific Plan (*see* pages 37-39, Exhibit 11), and are depicted in Exhibit G. City shall further be responsible for permitting required for the Storm Drain Project, which are anticipated to include permits from the California Department of Fish and Wildlife, San Francisco Regional Water Quality Control Board and Army Corps of Engineers. Developer shall commence construction of the Storm Drain Improvements after the City has secured the permits required for the Storm Drain Improvements, provided, however, that the Storm Drain Improvements shall be completed before the Developer receives a final certificate of occupancy for the Project.

5.1.3 La Fata Sidewalk Improvements. Developer shall design and construct those certain sidewalk improvements on the west side of La Fata Street as depicted in Exhibit H (the "**La Fata Sidewalk Improvements**"). Developer shall construct the La Fata Sidewalk in accordance with improvement plans as approved by the City Engineer. The La Fata Sidewalk Improvements shall be constructed concurrently with the Project and shall be completed prior to issuance of a final certificate of occupancy for the Project. In the event that the Developer secures access to an alternate employee parking lot prior to occupancy of the Project where Developer's employees will no longer utilize the La Fata Sidewalk Improvements to access the Project site, the Developer may request that the City consider such alternate parking lot as an acceptable location for employee parking. In the event City approves such alternative parking lot for employee parking, which approval City may grant or deny in its sole discretion,

Developer shall be relieved of the obligation to construct the La Fata Sidewalk Improvements pursuant to this Section 5.1.4.

5.1.4 Recycled Water Improvements. Developer shall construct and install additional piping to convey recycled water in the public right of way in Mills Lane extending from Highway 29 easterly to the eastern end of Mills Lane (the “**Recycled Water Pipe**”) in a manner as directed by the City Engineer and shall be completed prior to November 1, 2022 as a prerequisite for a final certificate of occupancy for the Project. For purposes of this agreement “recycled water” means wastewater treated by the City’s wastewater treatment facility that meets State requirements for reuse, including but not limited to California Department of Public Health regulations contained in Title 17 and Title 22 of the California Code of Regulations. The Recycled Water Pipe shall be designed and at a size as directed by the City Engineer, but is anticipated to be a twelve (12) inch pipe and will be installed in the trench constructed for the Storm Drain Improvements. Developer shall construct and install the Recycled Water Pipe as a means of offsetting its water requirement in accordance with Chapter 13.12 of the St. Helena Municipal Code. The construction of the Recycled Water Pipe is being conducted in lieu of paying the in-lieu retrofit fee that would otherwise be required of the Project pursuant to Section 13.12.030(B) of the St. Helena Municipal Code.

5.1.4.1 To allow Developer’s Recycled Water Pipe to offset the Project’s use of City water, City shall seek options to improve its wastewater treatment facility to treat wastewater to the above referenced State requirements and shall install necessary piping such that the Recycled Water Pipe is delivering recycled water to Crane Park’s irrigation infrastructure (“Improvements”). City shall pursue efforts to complete these improvements on or before November 1, 2022, subject to CEQA and the right to not build the Improvements in any form. In the event the Improvements are not completed by November 1, 2022, City and Developer will cooperate to identify and implement measures calculated to save potable water in amounts equal to the Project’s use of City water until recycled water is delivered to Crane Park, if ever. Notwithstanding the above, nothing herein shall commit or otherwise require the City, or be interpreted as committing or requiring the City, to approve the Improvements, or any portion thereof. Further, the Parties acknowledge and agree that the City retains full discretionary authority with respect to the Improvements, and may deny or approve the Improvements, or any portion thereof. Similarly, the City retains full authority under CEQA and other environmental laws to impose any and all feasible mitigation to reduce potentially significant impacts and to consider and adopt alternatives to the Improvements, specifically including the “no project” alternative..

5.1.5 Affordable Housing. In lieu of paying the City’s nonresidential development project housing impact fee pursuant to City of St. Helena Municipal Code Section 17.146.040, Developer shall make a payment in the amount and manner set forth in this Section 5.1.6. Developer shall make a total payment to the City for affordable housing in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000) (the “Affordable Housing Payment”). The Affordable Housing Payment shall be made to the City in the manner and for the purposes set forth in this Section.

5.1.5.1 One Million Dollars (\$1,000,000) (the “Initial Housing Payment”) shall be paid to the City prior to and as a condition of issuance of the building permit

for the Project. The Initial Housing Payment shall be set aside by the City to be used by Our Town St. Helena or its designee (which designee must be approved by the City) (“OTSH”) to acquire that certain parcel designated as APN 009-660-005 and commonly known at the “Phelps Property” or an equivalent parcel suitable for the purpose of developing affordable housing as approved by the City in its discretion (the “Affordable Housing Parcel”) subject to and conditioned upon satisfaction of the following conditions:

(i) Prior to the time that the Initial Housing Payment is due and payable by Developer to City, OTSH shall provide evidence satisfactory to the City that OTSH has entered into a binding purchase option or binding purchase agreement for the acquisition of the Affordable Housing Parcel. If OTSH has not provided such evidence prior to the time the Initial Housing Payment is due and payable to the City, the Initial Housing Payment may be used by the City for any affordable housing purpose at its discretion, and the City shall have no further obligation to set aside the Initial Housing Payment for the acquisition of the Affordable Housing Parcel.

(ii) Subject to paragraph (i) above, the City shall deposit the Initial Housing Payment into escrow for the acquisition of the Affordable Housing Parcel at such time as requested by OTSH, provided that OTSH has satisfied the following conditions precedent:

(a) OTSH has provided evidence satisfactory to the City that OTSH has secured land use entitlements from the City and all other applicable governmental agencies for the development of not less than twenty (20) units of for-sale or rental housing on the Affordable Housing Parcel, including but not limited to a General Plan Amendment and Zone Change. Developer acknowledges that City’s zoning, building and land use regulations shall be applicable to any development of the Affordable Housing Parcel, and nothing herein shall be construed as a waiver or limitation on the City’s discretion in considering any application for land use entitlements on the Affordable Housing Parcel.

(b) OTSH has provided evidence satisfactory to the City that it has secured financing sufficient to construct and develop not less than 20 units of for-sale or rental housing with not less than 50% of the total units affordable to very low income households and not less than 50% of total units affordable lower income households, both as defined in St. Helena Municipal Code Section 17.144.020.

(c) OTSH has entered into an Affordable Housing Covenant or Regulatory Agreement with the City in a form satisfactory to the City Attorney, ensuring that the Affordable Housing Parcel shall be developed with affordable for-sale or rental housing consistent with the requirements of the project financing described in paragraph (b) above, which covenant or agreement shall be recorded against the Property at the time of acquisition of the Affordable Housing Parcel by OTSH.

(d) In the event that OTSH has not satisfied the conditions precedent described in paragraphs (a)-(c) above on or before three (3) years from the date of payment of the Initial Housing Payment to the City by Developer, the City shall have no further obligation to set aside the Initial Housing Payment for the acquisition of the Affordable

Housing Site, and the City may use the Initial Housing Payment for any affordable housing purpose as City deems appropriate.

5.1.5.2 The remaining Two Million Two Hundred Thousand (\$2,200,000) of the Affordable Housing Payment (the “Second Housing Payment”) shall be due and payable to the City at the earlier of (i) a Transfer of the Property by Developer, other than a Permitted Transfer, (ii) conversion of the Developer’s construction financing for the Project to permanent financing, or (iii) sixty (60) months after issuance of a final certificate of occupancy for the Project. The Second Housing Payment shall be deposited into the City’s affordable housing fund to be used for affordable housing purposes as City deems appropriate. This obligation shall survive the expiration of the Term or any Extended Term of this Agreement and the City shall have all rights and remedies available under this Agreement or in law or equity to compel Developer to make such Second Housing Payment at or before the time required under this Section, even if the Term or any Extended Term has expired.

5.2 City of St. Helena Business License. Developer, at its expense, shall obtain and maintain a City of St. Helena business license at all times during the Term, and shall include a provision in all general contractor agreements for the Project requiring each such general contractor to obtain and maintain a City of St. Helena business license during performance of the work of construction.

5.3 Sales Tax Point of Sale Designation. Developer shall use good faith, diligent efforts to the extent allowed by law to require all persons and entities providing bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, to be used in connection with the construction and development of, or incorporated into, the Project, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars (\$5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct its general contractor(s) for the Project to, and cause such general contractor(s) to instruct its/their subcontractors to, cooperate with City to ensure the local sales/use tax derived from construction of the Project is allocated to City to the fullest extent possible. To assist City in its efforts to ensure that such local sales/use tax is so allocated to City, Developer shall on an annual basis provide City with such information as shall be reasonably requested by City regarding subcontractors working on the Project with contracts in excess of the amount set forth above, including a description of all applicable work and the dollar value of such subcontracts. City may use such information to contact each subcontractor who may qualify for local allocation of use taxes to City.

ARTICLE 6 ANNUAL REVIEW

6.1 Annual Review.

6.1.1 Purpose. As required by California Government Code section 65865.1 and Municipal Code section 17.156.120, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the

Project every twelve (12) months solely to determine good faith compliance with this Agreement. Specifically, City's annual review shall be conducted for the purposes of determining compliance by Developer with its obligations under this Agreement. Each annual review shall also document: (a) the status of the Project development, and (b) any extension of the Initial Term of this Agreement pursuant to Section 2.2.

6.1.2 Conduct of Annual Review. The annual review shall be conducted as provided in this Section 6.1.2. By December 1st of each year, Developer shall provide documentation of its good faith compliance with this Agreement during the calendar year, and such other information as may reasonably be requested by the City Manager. Within ninety (90) days after receipt of Developer's documents of good faith compliance with this Agreement, the City Manager shall make a determination regarding whether or not Developer has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer in the manner prescribed in Section 13.2. If the City Manager finds good faith compliance by Developer with the terms of this Agreement, Developer shall be notified in writing and the review for that period shall be concluded. If the City Manager is not satisfied that Developer is performing in accordance with the terms and conditions of this Agreement, the City Manager shall prepare a written report specifying why the Developer may not be in good faith compliance with this Agreement, refer the matter to the City Council, and notify Developer in writing at least fifteen (15) business days in advance of the time at which the matter will be considered by the City Council. This notice shall include the time and place of the City Council's public hearing to evaluate good faith compliance with this Agreement, a copy of the City Manager's report and recommendations, if any, and any other information reasonably necessary to inform Developer of the nature of the proceeding. The City Council shall conduct a public hearing at which Developer must submit evidence that it has complied in good faith with the terms and conditions of this Agreement. Developer shall be given an opportunity to be heard at the hearing. The findings of the City Council on whether Developer has complied with this Agreement for the period under review shall be based upon substantial evidence in the record. If the City Council determines, based upon substantial evidence, that Developer has complied in good faith with the terms and conditions of this Agreement, the review for that period shall be concluded. If the City Council determines, based upon substantial evidence in the record, that Developer has not complied in good faith with the terms and conditions of this Agreement, or there are significant questions as to whether Developer has complied with the terms and conditions of this Agreement, the City Council, at its option, may continue the hearing and may notify Developer of the City's intent to meet and confer with Developer within thirty (30) days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing in order to further consider the matter and to make a determination regarding Developer's good faith compliance with the terms and conditions of this Agreement. In the event City determines Developer is not in good faith compliance with the terms and conditions of this Agreement, City may give the Developer a written Notice of Breach, in which case the provisions of Section 12.1, below, shall apply.

6.1.3 Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

ARTICLE 7 COOPERATION AND IMPLEMENTATION

7.1 Subsequent Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, will be necessary or desirable for implementation of the Project (“**Subsequent Approvals**”). The Subsequent Approvals may include, without limitation, the following: amendments of the Existing Approvals, grading permits, building permits, design review permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans, encroachment permits, development plans, land use plans, building plans and specifications, parcel maps and/or subdivision maps and any amendments to, or repealing of, any of the foregoing. Except as otherwise expressly provided herein, the City shall not impose requirements or conditions upon the development and construction of the Project that are inconsistent with the Project, Project Approvals, Existing Approvals, vested rights and the terms and conditions of this Agreement. The City acknowledges and agrees that except as otherwise specifically provided in Section 3.3 above, as long as development of the Project sought in the Subsequent Approvals is substantially consistent with the Project, in no event shall the City impose any additional Exactions (beyond those set forth in the Existing Approvals) in connection with the development of the Project approved in the Subsequent Approvals.

7.2 Processing Applications for Subsequent Approvals.

7.2.1 Timely Submittals by Developer. Developer acknowledges that City cannot begin processing applications for Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer’s planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals.

7.2.2 Timely Processing by City. Upon submission by Developer of all appropriate applications and Processing Fees for any pending Subsequent Approval, City shall, promptly and diligently, subject to City ordinances, policies and procedures, commence and complete all steps necessary to act on Developer’s currently pending Subsequent Approval applications including: (a) providing at Developer’s expense planning and processing of each pending Subsequent Approval application (provided that Developer shall pay such all costs at cost plus 10% for administrative costs incurred); (b) if legally required, providing notice and holding public hearings; and (c) acting on any such pending Subsequent Approval application.

7.3 Construction and Reimbursement for Public Improvements. Pursuant to Sections 5.1.1-5.1.5 of this Agreement, Developer is required to construct the Mills Lane Improvements, Storm Drain Improvements, Recycled Water Pipe, and La Fata Sidewalk Improvements, collectively referred to herein as the “**Public Improvements**”. This section sets forth the manner in which the required Public Improvements will be planned, designed and constructed,

and provides for reimbursement to Developer for costs incurred in conjunction with the construction of these Public Improvements in excess of Developer's share of the costs.

7.3.1 Planning and Design of Public Improvements. City will undertake and complete the planning and design of the Storm Drain Improvements, including preparation of final design plans, specifications, drawings and related materials as necessary for Developer to issue a request for bids for construction of the Storm Drain Improvements. Developer will undertake and complete the planning and design of the Mills Lane Improvements, La Fata Sidewalk Improvements and Recycled Water Pipe, including final design plans, specifications, drawings and related materials as necessary to solicit bids for these improvements, which materials shall be subject to the review and approval by the City Engineer.

7.3.2 Construction of Public Improvements. Following completion of the design work described above, Developer shall bid the Mills Lane Improvements, Storm Drain Improvements and Recycled Water Pipe in conformance with all local and state bidding requirements applicable to the City. The City Engineer shall assist Developer as necessary to ensure compliance with applicable bidding requirements. The improvements described above may be bid as a single project, provided that if it is bid as a single project it will be broken into component parts in a manner as approved by the City Engineer, so that the costs of each component part is clearly indicated, to allow for calculation of Developer's share of the cost of each of the required Public Improvements in accordance with this section. The Developer shall bid the La Fata Sidewalk Improvements in a manner as Developer deems appropriate. Developer shall award and enter into the contracts for all the Public Improvements and shall be solely responsible for all project and construction management activities. The Public Improvements shall be inspected and accepted by the City at the appropriate times in accordance with the City's customary practice and processes.

7.3.3 Developer Share of Public Improvement Costs. Developer shall be solely responsible to pay the full cost of constructing the Public Improvements described herein, but shall be entitled to reimbursement from the City for a portion of the cost of constructing the Public Improvements in excess of the Developer's share of such costs. Developer's share of the cost of each of the required Public Improvements is as follows:

7.3.3.1 Developer's share of the cost of the Mills Lane Improvements shall be forty-one percent (41%) of the construction costs attributable to the Mills Lane Improvements as set forth in the bid documents for such improvements, including any change orders for such improvements that are reviewed and approved by the City Engineer.

7.3.3.2 Developer's share of the cost of the Storm Drain Improvements shall be eighteen percent (18%) of the construction costs attributable to the Storm Drain Improvements as set forth in the bid documents for such improvements, including any change orders for such improvements that are reviewed and approved by the City Engineer.

7.3.3.3 Developer shall pay the full construction cost attributable to the Recycled Water Pipe as set forth in the bid documents for such improvements, including any change orders for such improvements that are reviewed and approved by the City Engineer up to a maximum amount of Two Hundred Fifty-Six Thousand Five Hundred Forty-Nine Dollars

(\$256,549). Any construction costs in excess of this maximum amount shall be subject to reimbursement by the City in accordance with Section 7.3.4.

7.3.3.4 Developer shall pay the full cost of construction of the La Fata Sidewalk Improvements with no reimbursement from the City.

7.3.3.5 The amounts for which Developer is solely responsible as set forth above are collectively referred to herein as the “Developer’s Share of Public Improvements.”

7.3.4 Reimbursement for Costs in Excess of Developer’s Share of Public Improvements.

7.3.4.1 Following construction of the Public Improvements by Developer and acceptance of said Public Improvements by the City, the City shall reimburse Developer for the construction costs of the Public Improvements in excess of the Developer’s Share of Public Improvements, as set forth in the bid documents for such Public Improvements, including any change orders reviewed and approved by the City Engineer, in the manner set forth below.

7.3.4.2 City shall reimburse Developer an amount equal to fifty percent (50%) of the Transient Occupancy Tax (“TOT”) received by the City from Developer pursuant to Chapter 3.28 of the St. Helena Municipal Code, until the construction costs in excess of Developer’s Share of Public Improvements have been reimbursed to Developer in full. Reimbursement shall be made on a quarterly basis within thirty (30) days after the City has confirmed the amount of TOT paid by Developer for the prior quarter, provided that the City may, at its discretion, make additional or larger payments to the Developer toward to the total reimbursement amount. City may use any source of funds it deems appropriate to make the reimbursement payment required hereunder, including general fund moneys, impact fees as appropriate for the constructed improvements or other funds available to pay for the construction of capital improvements. City’s obligation to reimburse Developer pursuant to this section shall survive the expiration of the Term and any Extended Term.

ARTICLE 8 AMENDMENT OF AGREEMENT AND PROJECT APPROVALS

8.1 Amendment by Written Consent. Except as otherwise expressly provided herein (including Section 6.1 relating to City’s annual review and Section 12.1 relating to termination in the event of a breach), this Agreement may be terminated, modified or amended only by mutual written consent of the Parties hereto or their successors in interest or assignees and in accordance with the provisions of Government Code sections 65867, 65867.5, and 65868.

8.2 Major Amendments to Agreement. Any amendment to this Agreement which affects or relates to (a) the Term; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of the use of the Property or the maximum height or size of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a “**Major Amendment**” and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a “**Minor Amendment**” and shall not, except to the extent

otherwise required by Applicable Law, require notice of public hearing before the Parties may execute an amendment hereto. The City Manager or his or her designee shall have the authority to determine if an amendment is a Major Amendment or a Minor Amendment.

8.3 Minor Amendment. The City Manager or his or her designee shall have the authority to review and approve amendments to this Agreement provided that such amendments are not Major Amendments.

8.4 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties or their successors in interest.

8.5 Subsequent CEQA Review. No additional CEQA documentation shall be required unless Developer proposes substantial changes in the Project that result in unmitigated environmental impacts beyond those analyzed in the Prior CEQA documents or in the Prior CEQA Analysis. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City, at Developer's expense, shall conduct such additional CEQA review as expeditiously as possible.

ARTICLE 9 INSURANCE, INDEMNITY AND COOPERATION IN THE EVENT OF LEGAL CHALLENGE

9.1 Insurance Requirements. Developer shall procure and maintain, or cause its contractor(s) to procure and maintain, until the earlier of (a) the expiration of this Agreement; or (b) the completion of the Project, a commercial general liability policy in an amount not less than two million (\$2,000,000) combined single limit, including contractual liability together with a comprehensive automobile liability policy in the amount of one million (\$1,000,000), combined single limit. Such policy or policies shall be written on an occurrence form, so long as such form of policy is then commonly available in the commercial insurance marketplace. Developer's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII or a rating otherwise approved by the City in its sole discretion. Developer shall furnish at City's request appropriate certificate(s) of insurance evidencing the insurance coverage required hereunder, and City Parties shall be named as additional insured parties in such policies. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the Developer. Coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City.

9.2 **Indemnity and Hold Harmless.** Developer shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City Parties from and against any and all Claims, including Claims for any bodily injury, death, or property damage, resulting directly or indirectly from the development or construction of the Project by or on behalf of Developer, and/or from any other acts or omissions of Developer under this Agreement, whether such acts or omissions are by Developer or any of Developer's contractors, subcontractors, agents or employees, except to the extent such Claims arise from the sole active negligence or willful misconduct of City or City Parties.

9.3 **Defense and Cooperation in the Event of a Litigation Challenge.** City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or the Project Approvals ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (a) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (b) City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice in any such action or proceeding with the reasonable costs of such representation to be paid by Developer; (c) Developer shall reimburse City, within ten (10) business days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City's administrative, legal, and court costs and City Attorney oversight expenses; and (d) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Any proposed settlement of a Litigation Challenge shall be subject to City's approval not to be unreasonably withheld, conditioned or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so.

9.4 **Prevailing Wages.** Without limiting the foregoing, Developer acknowledges the requirements of California Labor Code Section 1720, *et seq.*, and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects, as defined. If work on off-site improvements pursuant to this Agreement is being performed by Developer as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation under the contract in question is \$1,000 or more, Developer agrees to fully comply with such Prevailing Wage Laws. Developer understands and agrees that it is Developer's obligation to determine if Prevailing Wages apply to work done on the Project or any portion of the Project. Upon Developer's request, the City shall provide a copy of the then current prevailing rates of per diem wages. Developer shall make available to interested parties upon request, copies of the prevailing rates of per diem wages for each craft, classification or type of

worker needed to execute the work subject to Prevailing Wage Laws, and shall post copies at the Developer's principal place of business and at the Property. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless pursuant to the indemnification provisions of this Agreement from any claim or liability arising out of any failure or alleged failure by Developer to comply with the Prevailing Wage Laws associated with any "public works" or "maintenance" projects associated with Project development.

ARTICLE 10 TRANSFER AND NOTICE

10.1 Transfer. Because of the necessity to coordinate development of the entirety of the Property pursuant to plans for the Project, particularly with respect to the provision of on- and off-site public improvements and public services and benefits, certain restrictions on the right of Developer to Transfer its interest under this Agreement with respect to the Property, or any portion thereof, are necessary in order to assure the achievement of the goals, objectives and public benefits of the Project and this Agreement.

10.1.1 Developer agrees to and accepts the restrictions set forth in this Section 10.1 as reasonable and as a material inducement to City to enter into this Agreement. The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in Control of the Developer, as well as any and all changes in the interest or the degree of Control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

10.1.2 Except as expressly permitted in this Agreement, the Developer represents to the City that it has not made and agrees that it will not make or create, or suffer to be made or created, any Transfer other than a Permitted Transfer, either voluntarily, involuntarily or by operation of law, until after the completion of the Project and all of Developer's obligations under this Agreement; provided, however, that the City may approve in its reasonable discretion, Transfers other than Permitted Transfers prior to the completion of the Project and such obligations under this Agreement. In deciding whether to approve or disapprove any proposed Transfer, the City may consider the proposed transferee's financial strength and the experience of the proposed transferee and its senior management in undertaking and successfully completing projects of a similar type and size as the Project or that portion of the Project proposed to be transferred. Any Transfer made in contravention of this Section 10.1 shall be voidable at the election of the City and this Agreement may be terminated by the City or the City may exercise any other remedy available to the City under the terms of this Agreement, provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

10.1.3 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Permitted Transfer which the Developer desires to enter into prior

to the completion of the Project and Developer's obligations under this Agreement, other than a Permitted Transfer for which no notice shall be required. The Developer shall have the burden of demonstrating to the City's reasonable satisfaction that the proposed Permitted Transfer meets the conditions and requirements of this Agreement with respect to Permitted Transfers.

10.1.4 Once the Developer has completed all its obligations under Article 5 of this Agreement, including but not limited to payment of the full Affordable Housing Payment, and received a final certificate of occupancy for the Project, this Section 10.1 shall no longer apply to Transfers by Developer. City acknowledges that in the event Developer has completed all obligations under Article 5 except for making the Second Housing Payment, and Developer intends to make the Second Housing Payment concurrently with the Transfer of the Project, City shall not have discretion to approve or deny such transfer except to require the making of the Second Housing Payment concurrent with the Transfer, and Developer shall still be obligated to notify City of such Transfer in accordance with this Section 10.1.

10.2 Successive Transfer. In the event there is more than one Transfer under the provisions of this Article 10, the provisions of this Article 10 shall apply to each successive Transfer.

ARTICLE 11 MORTGAGEE PROTECTION

11.1 Mortgagee Protection. Neither entering into this Agreement nor a breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value. Nothing in this Agreement shall prevent or limit Developer, at its sole discretion, from granting one or more Mortgages encumbering all or a portion of Developer's interest in the Property or portion thereof or improvement thereon as security for one or more loans or other financing, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of Mortgagee who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Developer shall provide the City with a copy of the deed of trust or mortgage within ten (10) days after its recording in the official records of Napa County; provided, however, that Developer's failure to provide such document shall not affect any Mortgage, including without limitation, the validity, priority or enforceability of such Mortgage.

11.2 Mortgagee Not Obligated. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with this Agreement and the other Project Approvals nor to construct any improvements thereon or institute any uses other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals. Except as otherwise provided in this Section 11.2, all of the terms and conditions contained in this Agreement and the other Project Approvals shall be binding upon and effective against and shall run to the benefit of any person or entity, including any Mortgagee, who acquires title or possession to the Property, or any portion thereof.

11.3 Notice of Default to Mortgagee. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City agrees to use its diligent, good faith efforts to deliver to such Mortgagee, concurrently with service thereon to Developer, any Notice of Default given to Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of Default claimed or the areas of noncompliance set forth in City's Notice of Default. If a Mortgagee is required to obtain possession in order to cure any Default, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure, but in no event may this period exceed 120 days from the date the City delivers the Notice of Default to Developer.

11.4 No Supersedure. Nothing in this Article 11 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 11 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 11.3.

ARTICLE 12

DEFAULT; REMEDIES; TERMINATION

12.1 Breach and Default. Subject to Permitted Delays or by mutual consent in writing, and except as otherwise provided by this Agreement, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a "**Default.**" In the event of any alleged Default of any term, condition, or obligation of this Agreement, the Party alleging such Default shall give the defaulting Party notice in writing specifying the nature of the alleged Default and the manner in which the Default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party shall cure the Default within thirty (30) days following receipt of the Notice of Breach, provided, however, if the nature of the alleged Default is non-monetary and such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no Default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a Default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available under this Agreement.

12.2 Failure to Cure Default Procedure. If after Default or Notice of Breach, the Planning and Building Director finds and determines that Developer remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Planning and Building Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or an Assignee, as the case may be, has not cured default pursuant to this Section, and that the City shall terminate or modify this Agreement, Developer shall be

entitled to appeal that finding and determination to the City Council in accordance with Section 12.10 below. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

12.3 Withholding of Permits. In the event of a Default by Developer, or following notice of breach to Developer pursuant to Section 12.1 above and during/following the cure period provided therein, upon a finding by the City Manager that Developer is in breach, City shall have the right to refuse to issue any permit or other Subsequent Approvals to which Developer would otherwise have been entitled pursuant to this Agreement until such Default or breach is cured. This provision is in addition to and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

12.4 Termination. In the event of an uncured Default by a Party, the non-defaulting Party shall have the right to terminate this Agreement upon giving notice of intent to terminate pursuant to Government Code section 65868 and regulations of City implementing such section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code section 65867 and City regulations implementing said section. Following consideration of the evidence presented in said review before the City Council, a Party alleging Default by the other Party may give written notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject to the provisions of Section 12.12.

12.5 Specific Performance for Violation of a Condition. If City issues a Project Approval pursuant to this Agreement in reliance upon a specified condition being satisfied by Developer in the future, and if Developer then fails to satisfy such condition, City shall be entitled to specific performance for the purpose of causing Developer to satisfy such condition. If City issues a Project Approval pursuant to this Agreement and Developer fulfills its obligations under this Agreement in reliance upon a specified condition being satisfied by the City in the future, and if the City then fails to satisfy such condition, Developer shall be entitled to specific performance for the purpose of causing City to satisfy such condition.

12.6 Legal Actions.

12.6.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the limitation of damages in Section 12.7, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court for Napa County, California, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

12.6.2 Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon CS Lawyer's Incorporating Service,

Developer's registered agent for service of process, or in such other manner as may be provided by law.

12.7 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

12.8 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages, including without limitation, actual, consequential or punitive damages, for any Default under this Agreement. It is expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

12.9 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of another Party, meet with designated representatives of the requesting Party promptly following its request. The parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 12.9 shall in any way be interpreted as requiring that Developer, City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

12.10 Remedies upon Transfer or Assignment. Notwithstanding anything to the contrary contained in this Article 12, if Developer has transferred all or a portion of its interest in the Property pursuant to Section 10.1 above, then the City may only exercise its remedies under this Article 12 against the defaulting Developer or Assignee and such party's portion of the Property.

12.11 Appeals to City Council. Where an appeal by Developer to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, that appeal shall be taken, if at all, within twenty (20) days after the mailing of the finding and/or determination to Developer. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after the mailing, or within any additional period as may be agreed upon by Developer and the Council.

12.12 Surviving Provisions. In the event this Agreement is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of Developer set forth in Article 9.

ARTICLE 13 GENERAL PROVISIONS

13.1 Covenants Binding on Successors and Assigns and Run with Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code section 65868.5.

13.2 Notice. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and Developer as follows:

If to the City: City Clerk
 City of St. Helena
 1572 Railroad Avenue
 St. Helena, CA 94574

with a copy to: City Attorney
 City of St. Helena
 1572 Railroad Avenue
 St. Helena, CA 94574

If to Developer:

 LMR Destinations LLC

 Attn: Ted Hall

 P.O. Box 477

 Rutherford, CA 94573

with a copy to:

 Rob Anglin

 Holman Teague Roche Anglin, LLP

 1455 First Street, Suite 217

 Napa, CA 94559

 Telephone: (707) 927-4280

Notices are deemed effective if delivered by certified mail, return receipt requested, or commercial courier, with delivery to be effective upon verification of receipt. Any Party may change its respective address for notices by providing written notice of such change to the other Parties.

13.3 Permitted Delays. Performance by either of the Parties of an obligation hereunder shall be excused during any period of “**Permitted Delay.**” Permitted Delay shall mean delay beyond the reasonable control of a Party caused by (a) calamities, including without limitation earthquakes, floods, and fire; (b) civil commotion; (c) riots or terrorist acts; (d) strikes or other forms of material labor disputes; (e) shortages of materials or supplies; or (f) vandalism. A Party’s financial inability to perform or obtain financing or adverse economic conditions generally shall not be grounds for claiming a Permitted Delay. The Party claiming a Permitted Delay shall notify the other Party of its intent to claim a Permitted Delay, the specific grounds of

the same and the anticipated period of the Permitted Delay within thirty (30) business days after the occurrence of the conditions which establish the grounds for the claim. If notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. The period of Permitted Delay shall last no longer than the conditions preventing performance. In no event shall any Permitted Delay extend the Term of this Agreement.

13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

13.6 Construction of Agreement. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (d) “or” is not exclusive; (e) “includes” and “including” are not limiting; and (f) “days” means calendar days unless specifically provided otherwise.

13.7 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

13.8 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case any Party may terminate this Agreement by providing written notice thereof to the other Party.

13.9 Time is of the Essence. Time is of the essence of this Agreement. All references to time in this Agreement shall refer to the time in effect in the State of California.

13.10 Extension of Time Limits. The time limits set forth in this Agreement may be extended by mutual consent in writing of the Parties in accordance with the provisions of this Agreement.

13.11 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 Developer and the City.

13.12 Entire Agreement. This Agreement (including all exhibits attached hereto, each of which is fully incorporated herein by reference), integrates all of the terms and conditions mentioned herein or incidental hereto, and constitutes the entire understanding of the Parties with respect to the subject matter hereof, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are terminated and superseded by this Agreement.

13.13 Estoppel Certificate. Developer or its lender may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) Developer is not in Default of the performance of its obligations, or if in Default, to describe therein the nature and extent of any such Defaults. Developer shall pay, within thirty (30) days following receipt of City's invoice, the actual costs borne by City in connection with its review of the proposed estoppel certificate, including the costs expended by the City Attorney's Office in connection therewith. The City Manager shall be authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the City Attorney. The City Manager shall execute and return such certificate within thirty (30) days following Developer's request therefor. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and Mortgagees. The request shall clearly indicate that failure of the City to respond within the thirty-day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the estoppel certificate.

13.14 Recordation of Termination. Upon completion of performance of the Parties or termination of this Agreement, a written statement acknowledging such completion or termination shall be recorded by City in the Official Records of Napa County.

13.15 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

13.16 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party to this Agreement is acting as the agent of any other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the

businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise.

13.17 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns, including Mortgagees. No other person shall have any right of action based upon any provision in this Agreement.

13.18 Governing State Law. This Agreement shall be construed in accordance with the laws of the State of California, without reference to its choice of law provisions.

13.19 Recordation. As provided in Government Code Section 65868.5, the City Clerk of St. Helena shall record a copy of this Agreement with the Registrar-Recorder of the County of Napa within ten (10) days following its execution by both Parties. Developer shall provide the City Clerk with the fees for recording prior to or at the time of recording.

13.20 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

- Exhibit A: Property Description
- Exhibit B: Site Map
- Exhibit C: Project Description
- Exhibit D: Existing Approvals
- Exhibit E: Applicable Law & Project Approval Excerpts
- Exhibit F: Mills Lane Improvements
- Exhibit G: Storm Drain Improvements
- Exhibit H: La Fata Sidewalk Improvements

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF ST. HELENA, a municipal corporation

By:

Mark Prestwich, City Manager
[Signature must be notarized]

ATTEST:

By:

Cindy Tzaopoulos, City Clerk

APPROVED AS TO FORM:

By:

Ethan Walsh, City Attorney

DEVELOPER:

LMR DESTINATIONS LLC, a California limited liability company

By: Long Meadow Ranch Partners, L.P.
a California limited partnership
Its: Manager

By: LMR GP LLC,
a California limited liability company
Its: General Partner

By:

Ted W. Hall,
Its Manager
[Signature must be notarized]

NOTARY ACKNOWLEDGEMENT TO BE ATTACHED

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EXHIBITS

[TO BE INSERTED]



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution (1) ratifying an emergency public project without public bidding relating to the Glass Fire and (2) ratifying Professional Services Agreement STH Contract: FY2021-030 with Envirocheck, Inc. in an amount to-to-exceed \$93,295 for pre and post combustion by-product survey testing at ten City facilities and Phase 2 project engineering, management, sampling, oversight, and required reporting for fire debris at the Water Treatment Plant.

CEQA Determination: Exempt from CEQA pursuant to Sections 21080(b)(3) and (4)

Prepared By: April Mitts, Finance Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On September 27, 2020, the City of St. Helena ("City") proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which was affecting both Napa and Sonoma Counties.

As a result of the Glass Fire, the City of St. Helena had an urgent need for emergency work due to the impacts of this fire to critical City structures. In order to provide for a safe work environment it was necessary to conduct testing for impacts from fire and smoke exposure to determine necessary remediation. Additionally, it was necessary to conduct Phase 2 engineering, management, sampling, oversight, and required reporting for the fire debris removal planned to occur for each claim wherein a structure was destroyed by the 2020 Glass Fire. This plan will be performed according to the Napa County Department of Planning, Building, and Environmental Services (PBES) requirements.

As such, the City had to take immediate action and the City Manager took such action by procuring a Professional Services Agreement STH Contract: FY 2021-030 with Envirocheck, Inc. on October 12, 2020.

DISCUSSION

Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.”

Public Contract Code section 22035 authorizes the City Council, in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050. Public Contract Code section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

Pursuant to Section 3.04.290 and Section 3.04.170 of the City’s Municipal Code and Public Contract Code section 22050(b), the City Council delegated authority to make an emergency determination and award a contract to perform emergency work to the City Manager.

The City Manager determined the Glass Fire constituted an emergency that did not permit undergoing the formal competitive bidding process because there is an imminent need to take immediate action to conduct pre and post testing for impacts from fire and smoke exposure to critical City facilities and to determine necessary remediation. Additionally, it was necessary to perform Phase 2 project engineering, management, sampling, oversight, and required reporting for the fire debris removal planned to occur at the Water Treatment Plant for each claim wherein a structure was destroyed by the Glass Fire.

With that in mind, the City Manager hired and executed the following Professional Services Agreement:

1. Envirocheck, Inc. dated October 12, 2020 for a not-to-exceed amount of \$93,295. Now, pursuant to Public Contract Code section 22050(b)(3), the City Manager must report to the City Council the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. In turn, pursuant to Public Contract Code section

22050(c)(2), the City Council must review the emergency action by the City Manager and determine, by a four-fifths vote, there is a need the continue the action.

Pursuant to Section 3.04.170 and 3.04.175 of the St. Helena Municipal Code, the City Manager's authority is subject to confirmation by the City Council at its next meeting for any purchase in excess of \$25,000.

FISCAL IMPACT

The fiscal impact of the awarded agreement is not-to-exceed \$93,295. Ratification of this agreement, along with the agreements ratified on October 13, 2020, total a not-to-exceed amount of \$615,282.34. The City is working with CalOES and REMIF for reimbursement of these expenses. The deductible for REMIF is \$100,000.

RECOMMENDED ACTION

Approval of a resolution: (1) ratifying an emergency public project without public bidding relating to the Glass Fire and (2) ratifying Professional Services Agreement STH Contract: FY2021-030 with Envirocheck, Inc. in an amount to-to-exceed \$93,295 for pre and post combustion by-product survey testing at ten City facilities and Phase 2 project engineering, management, sampling, oversight, and required reporting for fire debris at the Water Treatment Plant.

ATTACHMENTS

[Attachment 1: St. Helena Resolution Ratification of Emergency Action Envirocheck, Inc](#)

[Attachment 2: STH Contract FY2021-030 Envirocheck Inc. Glass Fire Executed](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA: (1) RATIFYING EMERGENCY PUBLIC PROJECT WITHOUT PUBLIC BIDDING RELATING TO THE GLASS FIRE AND (2) RATIFYING PROFESSIONAL SERVICES AGREEMENT STH CONTRACT: FY2021-030 WITH ENVIROCHECK, INC. IN AN AMOUNT NOT-TO-EXCEED \$93,295 FOR PRE AND POST COMBUSTION BY-PRODUCT SURVEY TESTING AT TEN CITY FACILITIES AND PHASE 2 PROJECT ENGINEERING, MANAGEMENT, SAMPLING, OVERSIGHT, AND REQUIRED REPORTING FOR FIRE DEBRIS AT THE WATER TREATMENT PLANT.

WHEREAS, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, Public Contract Code section 22035 authorizes the City Council of the City of St. Helena (“City”), in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050; and

WHEREAS, Public Contract Code section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

WHEREAS, pursuant to Section 3.04.290 and 3.04.170 of the City’s Municipal Code and Public Contract Code section 22050(b), the City Council delegated authority to make an emergency determination and award a contract to perform emergency work to the City Manager; and

WHEREAS, on September 27, 2020, the City proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire which is affecting both Napa and Sonoma Counties; and

WHEREAS, as a result of the Glass Fire, the City of St. Helena has an urgent need for emergency work due to the impacts of this fire to critical City structures and it is

necessary to conduct pre and post testing for impacts from fire and smoke exposure to determine necessary remediation; and

WHEREAS, as a result of the Glass Fire, it is necessary to conduct Phase 2 engineering, management, sampling, oversight, and required reporting for the fire debris removal that is planned to occur for each claim where in a structure was destroyed in by the Glass Fire and it is necessary this plan be performed according to the Napa County Department of Planning, Building, and Environmental Services (PBES) requirements; and

WHEREAS, the City Manager determined the Glass Fire constituted an emergency that did not permit undergoing the formal competitive bidding process because there is an imminent need to take immediate action remove test all critical City facilities for smoke damage and for Phase 2 engineering, management, sampling, oversight, and required reporting for the fire debris removal; and

WHEREAS, the City Manager procured a Professional Services Agreement with Envirocheck, Inc. on October 12, 2020 in an amount not-to-exceed \$93,295 for such work; and

WHEREAS, pursuant to Public Contract Code section 22050(b)(3), the City Manager must report to the City Council the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(c)(2), the City Council must review the emergency action by the City Manager and determine, by a four-fifths vote, there is a need the continue the action; and

WHEREAS, pursuant to St. Helena Municipal Code Section 3.04.170 and 3.04.175, the City Manager's authority is subject to confirmation by the City Council at its next meeting for any purchase in excess of \$25,000.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the public interest and necessity demand the immediate expenditure of public funds for emergency work related to the Glass Fire in order to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

SECTION 3. That the emergency would not permit a delay that would have resulted from a competitive solicitation for bids and that action was necessary to respond to the emergency related to the Glass Fire.

SECTION 4. That the City Manager's emergency determination and award of an emergency agreement to Envirocheck, Inc. is hereby ratified.

SECTION 5. That the City Manager, or his or her designee, is hereby authorized to continue taking any directly related and immediate action required by the emergency condition related to the Glass Fire and directed to report back to the City Council regarding the status of the emergency condition and need to continue the emergency action at every regularly scheduled meeting until the emergency action is terminated.

SECTION 6. That the approvals herein authorized are necessary to protect the public health, safety, and welfare.

SECTION 7. This Resolution shall become effective immediately.

Approved at a Regular Meeting of the St. Helena City Council on October 27, 2020, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Knudsen:

Council Member Koberstein:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

STH Contract: FY2021-030

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2020 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Envirocheck, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Pre and Post Combustion By-Product Survey Testing for 10 City Facilities and Phase 2 project engineering, management, sampling, oversight, and required reporting for fire debris removal at the Water Treatment Plant due to Glass Fire Incident, Project No. E21-06.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$93,295 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,

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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

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

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

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

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

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

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

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 City 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.

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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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 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Envirocheck, Inc.
 26240 Industrial Blvd.
 Hayward, California 94545

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 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed

after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: 
Name: John A. Meador
Title: President

City:

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

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A “Scope of Services”

Background

On September 27, 2020, the City of St. Helena proclaimed the existence of a local emergency due to the rapid and continuing progression of the Glass Fire incident which is affecting Napa and Sonoma counties. The City of St. Helena has an urgent need for emergency work due to the impacts of these fires to critical City structures. The rapid moving fire has had, and continues to have, a direct impact on multiple critical sites throughout the City. The immediate need is to conduct testing for impacts from fire and smoke exposure to determine necessary remediation.

Location and Limits of Work

City Facility	Address	Approximate Sq. Ft.	Est. Sample Count
Carnegie Building	1360 Oak Ave	6,327	12
Corporation Yard	1405 Charter Oak Ave	1,700 (office space)	8
Fire Department	1480 Main Street	19,550	15
City Hall	1572 Railroad Ave	4,224	12
Library	1492 Library Ln	15,930	15
Parks & Recreation	1574 Railroad Ave	3,180	12
Police Department	1480 Main Street	3,500	12
Scout Hall	1515 Railroad Ave	1,700	8
Wastewater Treatment Plant Office	1 Chaix Lane	500	5
Water Treatment Plant Office	410 Crystal Spring Rd.	1,200	8

Scope

Pre-Test of City Facilities

Envirocheck, Inc. to supply all necessary materials and labor to perform a limited Combustion By-Product (CBP) survey at and provide scope of work for cleaning for the above subject properties prior to planned remediation. The assessment will be limited and representative in nature. Wipe sample methodology will be utilized for Combustion By-Products (Black Carbon, Carbonized Material, and Carbon Black) testing. The laboratory methods and equipment used for determining the concentration of Combustion By-Products is Polarized Light Microscopy (PLM), epi-Reflected Light Microscopy (RLM), Transmission Electron Microscopy (TEM), and Energy-dispersive X-Ray Spectrometry (EDX). Sample locations shall be chosen to be representative. The ultimate number of samples is left to the discretion of the inspector.

Project Description

Specified City Buildings

Testing to occur following planned remediation.

Areas of Concern are representative HVAC & Interior for the following buildings

Conduct wipe/microvac sampling for Combustion By-Products

Provide a General Scope of Work for Remediation of Smoke Particulate (as applicable)

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Schedule:

3 Business Days for Inspection
10 Business Days for Lab Results & Scope Confirmation
14 Business Days for Formal Survey Reports

Post-Test of City Facilities

Envirocheck, Inc. to supply all necessary materials and labor to perform a limited Combustion By-Product (CBP) survey at the above subject properties following planned remediation. The assessment will be limited and representative in nature. Wipe sample methodology will be utilized for Combustion By-Products (Black Carbon, Carbonized Material, and Carbon Black) testing. The laboratory methods and equipment used for determining the concentration of Combustion By-Products is Polarized Light Microscopy (PLM), epi-Reflected Light Microscopy (RLM), Transmission Electron Microscopy (TEM), and Energy-dispersive X-Ray Spectrometry (EDX). Sample locations shall be chosen to be representative. The ultimate number of samples is left to the discretion of the inspector.

Project Description

Specified City Buildings
Testing to occur following planned remediation.
Areas of Concern are representative HVAC & Interior for the following buildings
Conduct wipe/microvac sampling for Combustion By-Products
Provide a General Scope of Work for Remediation of Smoke Particulate (as applicable)

Schedule:

3 Business Days for Inspection
10 Business Days for Lab Results & Scope Confirmation
14 Business Days for Formal Survey Reports

Water Treatment Plant Fire Debris Removal

Envirocheck, Inc. will perform Phase 2 project engineering, management, sampling, oversight, and required reporting for the fire debris removal that is planned to occur for each claim wherein a structure was destroyed by the 2020 Glass Fire. The proposal that is described herein was designed and is to be performed according to the Napa County Department of Planning, Building, and Environmental Services (PBES) requirements. Envirocheck, Inc.'s work is to be divided into 4 distinct stages, outlined below.
The ultimate scope and cost of testing will be based on PBES' requirements (once finalized).
Job site monitoring may be optional subject to PBES, however, the schedule and duration for any job site monitoring will ultimately be determined by the Contractor performing the fire debris removal.

Stage 1: Initial Debris Characterization

Envirocheck, Inc. to supply all necessary materials and labor to complete a hazardous waste inspection at and for each structure identified as destroyed. As required by PBES and the work plan, each structure and its ash footprint may be assessed and sampled individually. The survey will consist of a visual inspection of readily accessible fire debris and all necessary representative samples will be collected by a certified inspector. Samples will be submitted to an accredited laboratory and analyzed for Asbestos. Other hazardous materials that may need to be

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Envirocheck, Inc. 10/09/2020

sampled as required by the client and/or PBES shall be subject to a change order. Envirocheck, Inc. proposes to subcontract with and include all necessary labor for site inspections, report review, and, etc. by a Certified Industrial Hygienists (CIH) as required by PBES.

Stage 2: Fire Debris Removal Plan for PBES

Envirocheck, Inc. to supply all necessary materials and labor to complete and produce a Phase 2 Fire Debris Removal Plan for PBES. At this time, due to the recent occurrence of the Glass Fire, PBES has not determined or released a complete list of requirements for such a work plan. However, Envirocheck, Inc. proposes to supply all necessary labor to coordinate with PBES representatives and ultimately produce a work plan that satisfies the department. Envirocheck, Inc. proposes to subcontract with and include all necessary labor for site inspections, report review, and, etc. by a Certified Industrial Hygienists (CIH), Certified Geologists, and, etc. as required by PBES for the preparation of the work plan. The work plan shall encompass all Phase 2 fire debris removal activities that are planned to occur at the site.

Stage 3: Job Site Monitoring (as needed)

Envirocheck, Inc. to supply all necessary materials and labor to perform job site monitoring as needed at the subject property during each day of scheduled fire debris removal. The schedule and duration for job site monitoring will ultimately be determined by the Contractor performing the fire debris removal. Appropriate samples will be collected according to the work plan and the project CIH including asbestos air samples, metals air samples, and real-time TSI DustTrak monitors. Samples will be submitted to an accredited laboratory according to the work plan and the project CIH. Envirocheck, Inc. proposes to subcontract with and include all necessary labor for site inspections, report review, and, etc. by a Certified Industrial Hygienists (CIH) as required by PBES.

Stage 4: Soil Clearance Inspections & Report

Envirocheck, Inc. to supply all necessary materials and labor to complete a soil clearance inspection at and for each structure identified as destroyed. As required by PBES and the work plan, each structure and its ash footprint may be assessed and sampled individually. The survey will consist of a visual inspection of the structure footprint and all necessary representative samples will be collected by a certified inspector according to the work plan. Samples will be submitted to an accredited laboratory and analyzed for Asbestos (if present) and CAM 17 Metals by EPA 6020. Other hazardous materials that may need to be sampled as required by the client and/or PBES shall be subject to a change order. Background sampling for heavy metals and geologist investigation of soils at the site as required by PBES shall be subject to a change order. As required by PBES and the work plan, Envirocheck, Inc. may direct the contractor to perform additional soil removal as needed to achieve soil clearance, followed by another inspection and sampling. At the conclusion of the fire debris removal and completion of soil clearances, Envirocheck, Inc. proposes to supply all necessary materials and labor to complete and produce a soil clearance survey and report. Envirocheck, Inc. proposes to subcontract with and include all necessary labor for site inspections, report review, and, etc. by a Certified Industrial Hygienists (CIH) and Certified Geologists as required by PBES. The following items will not be addressed by Envirocheck, Inc. in the Soil Clearance Report and must be addressed by the client or appropriate third party in a separate scope of work: Hazardous Waste disposal receipts, Debris disposal receipts, Foundations (Removal or Engineer's Certification for Potential Reuse), Documentation of Appliance and Vehicle Recycling or Disposal, and Documentation of work related to Well and Septic.

Exhibit B
“Compensation”

The work described under the Exhibit A will be compensated as established by task. Total compensation for this agreement shall not exceed \$93,295.00. Below is a breakdown of the compensation per task:

Pre-Inspection Pricing Estimate

CBP Survey for 1 st Building (incl. inspection & report).....	\$895.00
CBP Survey for Each Additional Building (est. 9 @ \$200.00 each).....	\$1,800.00
CBP Samples (est. 107 @ \$385.00 each)	\$41,195.00
Estimated Not-to-Exceed Amount.....	\$43,890.00

Post-Inspection Pricing Estimate

CBP Survey for 1 st Building (incl. inspection & report)	\$895.00
CBP Survey for Each Additional Building (est. 9 @ \$200.00 each)	\$1,800.00
CBP Samples (est. 107 @ \$385.00 each)	\$41,195.00
Estimated Not-to-Exceed Amount.....	\$43,890.00

Water Treatment Plant Fire Debris Removal Preliminary Pricing Estimate

Envirocheck, Inc. has prepared a preliminary pricing schedule that the City may reasonably expect for the work described herein. The ultimate scope and cost of testing will be based on PBES’ requirements (once finalized). Job site monitoring may be optional subject to PBES, however, the schedule and duration for any job site monitoring will ultimately be determined by the Contractor performing the fire debris removal.

A water treatment facility has been destroyed in the Glass Fire incident. The following basic preliminary estimate is for 1 Structure:

Stage 1 - Initial Debris Characterization:	
Limited Asbestos Survey & Report	\$495.00 for 1st structure, \$100.00 for each additional structure
Asbestos Samples (building materials)	\$25.00 per sample
Stage 2 - Fire Debris Removal Plan for PBES:	
Fire Debris Removal Work Plan	\$1,500.00 for 1st structure \$250.00 for each additional
Stage 3 - Job Site Monitoring (as needed):	
On-Site Project Monitoring & Oversight	\$2,745.00 per day
Stage 4 - Soil Clearance Inspection & Reports:	
Soil Clearance Inspection & Report	\$895.00 for 1st structure, \$150.00 for each additional structure
Asbestos Samples (soil)	\$50.00 per sample
Title 22 Metals Sample by EPA 6020 (soil)	\$325.00 per sample
Geologist Review & Stamp	\$1,400.00 per report

Product/Service	Unit Price	Quantity	Subtotal
Limited Asbestos Survey & Report	\$495.00	1	\$495.00
Asbestos Samples (building materials)	\$25.00	18	\$450.00
Fire Debris Removal Work Plan	\$1,500.00	1	\$1,500.00
Soil Clearance Inspection & Report	\$895.00	1	\$895.00
Asbestos Samples (soil)	\$50.00	9	\$450.00
Title 22 Metals Sample (soil)	\$325.00	1	\$325.00
Geologist Review & Stamp	\$1,400.00	1	\$1,400.00

Estimated Not-to-Exceed Amount..... \$5,515.00

Project(s) will be subject to progress payments at the completion of each stage and/or at pre-determined intervals as agreed upon by the client and Envirocheck, Inc.



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: OLD BUSINESS

Subject: Consideration of Approval of Property Use Agreement Between the City of St. Helena and The Boy Scouts of America Regarding Scout Hall at 1515 Railroad Avenue (APN 009-192-009-000)

CEQA Determination: This project is deemed exempt from the requirements of CEQA under Section 15301, Existing Facilities; and Section 15061(b) (3), which identifies that a rulemaking activity which does not have the potential for causing a significant effect on the environment is therefore, exempt per the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment.

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The historic "Scout Hall" building located at 1530 Railroad Avenue is owned by the City of St. Helena and serves as a meeting room for both the Boy and Girls Scouts of America. Scouts have been using the property since 1936 for meeting and storage needs under a mutual understanding.

In late 2017, the City commissioned a Facility Condition Needs Assessment of various civic buildings, including Scout Hall, to assist the City with identifying needed repairs and future maintenance requirements. This assessment was helpful in providing the City with a roadmap to guide future maintenance efforts, budget requirements, and identify assets not recommended for further investment (e.g. City Hall).

The EMG study concluded considerable investments were needed for numerous City assets, including nearly \$3.4 million in years 2018 to 2020. Given the scale of repairs

necessary, the City prioritized discussions related to City Hall replacement and improvements to the City Library. Investments to Scout Hall and other assets were postponed pending decisions related to City Hall.

Near-term repairs and maintenance investments to Scout Hall were estimated to cost approximately \$300,000 between 2018 and 2020.

In late 2019, the St. Helena Rotary Club and Boy Scout Troop 1 submitted letters requesting a partnership with the City of St. Helena to advance repairs to the exterior of Scout Hall. Troop 1 is celebrating its 100th year anniversary in 2020 and the Rotary Club has offered to sponsor a community fundraising effort to offset costs associated with the rehabilitation. The Rotary Club has also solicited the participation of other service clubs who have expressed their willingness to join the fundraising effort including Kiwanis, Federated Women of Upper Napa Valley, American Legion Post 199, and Native Sons of the Golden West (letters attached). The Rotary Club's independent analysis of needed exterior improvements ranges from \$250,000 to \$300,000, which is largely consistent with estimates from the City's EMG report.

Direction was provided at the City Council meeting of February 11, 2020 to work with Troop 1 and St. Helena Rotary Club to develop a recommend a collaborative approach to addressing the exterior repair needs of the building and return with options for consideration.

DISCUSSION

City staff has worked with representatives of Troop 1 to understand their preferred approach to fundraising and assisting with building repairs. These conversations primarily led to the development of two alternative approaches.

Option 1

Scouts fundraise for building improvements and provide a donation to the City for the staff and/or a contractor to complete desired exterior repairs. Given the opportunity for in-kind services and materials, as well as an interest in actively creating opportunities for members of the Troop and the community to be involved in repair activities, the Scouts do not prefer this approach.

Option 2

City and Scouts enter into a Property Use Agreement allowing the Scouts to independently fundraise, as well as construct internal and external improvements with prior written approval by the City. At this time, the property improvements desired by the Scouts include replacing the exterior siding of the building, exterior paint, window flashing/dry rot repairs, and improving drainage on the property.

Option 2 allows for the Scouts to independently fundraise and participate in repairs. Additionally, this approach allows for the execution of a Property Use Agreement to

provide structure to the City/Scouts relationship and expectations regarding Scout Hall's use and maintenance. For example, the proposed agreement memorializes provisions related to responsibility for utility payments, use of Scout Hall by Girl Scouts, access, and maintenance. In further developing this option, additional consideration was given to the risk involved in roof repair resulting in the recommendation that repair and replacement of the Scout Hall roof should remain a City responsibility. The City has received three proposals for the roof replacement ranging from \$11,980 to \$34,900 and can advance this work in the coming month, weather permitting.

FISCAL IMPACT

The City's 2018 EMG report estimated Scout Hall repairs and maintenance investments between years 2018 and 2020 to cost approximately \$300,000. The adopted FY 2020-21 budget includes \$20,000 for repairs for the Scout Hall Roof Repair. If the costs of the roof repair exceed \$20,000, use of General Fund reserves would be necessary.

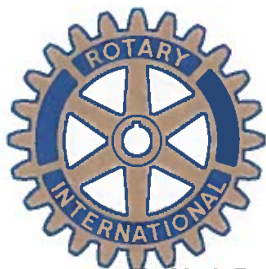
RECOMMENDED ACTION

Approve Property Use Agreement Between the City of St. Helena and The Boy Scouts of America Regarding Scout Hall at 1515 Railroad Avenue (APN 009-192-009-000).

ATTACHMENTS

[Letters re Scout Hall](#)

[DRAFT Troop 1-City of St Helena Scout Hall Agreement](#)



Mr. Mark Prestwich
City Manager
City of St. Helena
1480 Main St.
St. Helena, CA 94574

Date: November 10, 2019

Dear Mr. Prestwich,

As requested, the Rotary Club of St. Helena along with Scout Troop 1 in St. Helena would like to partner with the City of St. Helena in the repair of the exterior of the Scout Hall which is located along Railroad Ave. in St. Helena. Due to weathering and the planting of shrubbery along the outside walls, visible damage to the structure is apparent and needs to be corrected.

Predicated on the above stated condition, and based upon observations during recent visits to the structure, we (Stu Smith, John Dodge, Steve Ebersole, John Muhlner) feel that the following work needs to be completed in order to properly maintain the outside of the structure:

1. Roof and cutters need to be repaired as necessary,
2. Drainage around the building needs to be improved,
3. Window(s) need replacing or repair,
4. Sections of the lower part of the building's siding need to be replaced,
5. The front fascia needs to be rebuilt,
6. Much of the building needs to be repainted.

Mr. Ebersole, who is a local contractor, has roughly estimated the cost for the work mentioned above at about \$250,000 to \$300,000, with the assumption that some of the work can be started/completed by the Troop.

In conjunction with Troop 1, and along with its 100 year anniversary to be celebrated in 2020, the Rotary Club of St. Helena has offered to sponsor a community fund raiser to off-set some of the costs associated with the rehab.

With the above in mind, we ask that the City join with Rotary and Troop 1 to finance the improvement of the City's building.

We hope you look kindly upon our joint venture.

A handwritten signature in cursive script that reads "Kathleen Patterson".

Kathleen Patterson
Rotary President

THE FOUR-WAY TEST "Of the things we think, say or do"

1st Is it the **TRUTH**? 2nd Is it **FAIR** to all concerned? 3rd Will it build **GOODWILL** and **BETTER FRIENDSHIPS**? 4th Will it be **BENEFICIAL** to all concerned?



November 1, 2019,

Mark Prestwich
St. Helena City Manager
1480 Main St.
St. Helena, CA 94574

Mr. Prestwich,

Thank you for considering our requests for some needed repairs and maintenance to the exterior of Scout Hall. *As you are aware, the building has gone without attention for some time.* We have looked the place over and believe certain matters to be more pressing than others, so we list them first. We also believe the rest of the exterior would be best served by renovations as well, if possible. This in turn will serve the Boy Scouts and Girl Scouts who use the place, and also the city, by eliminating an eyesore. We trust as well that these boys and girls will serve the city many years into the future as dedicated citizens. I hope the City of St. Helena can find the time and budget to take care of some of these issues soon and the rest in due time. And please let us know how our Scouting family might also contribute.

Thanks much,

Jon Dodge
Scoutmaster
BSA Troop One

Suggested Repairs to Scout Hall

November 1, 2019

1. Failing gutters and downspouts. Need replacement
2. Poor drainage, northwest corner. Needs channel to street or existing drain in back parking lot.
3. Remove rosemary hedge from south wall. Fire and rot hazard due to organic matter buildup, causing damage to exterior siding.
4. Rotting exterior siding. Remove, inspect and replace. Check the condition of the framing. *Some concern due to water/soil contact.*
5. Inspect condition of roof. Some deterioration of sheeting noted on south side. Replace as needed.
6. Rotting window casement on north side. Deteriorated siding and facias, west side. Replace as needed.
7. Rebuild false front, east side. Missing and dilapidated woodwork. Pedestrian hazard below.
8. Repaint exterior, all sides



December 9, 2019

Mr. Mark Prestwich
City Manager
City of St. Helena
1480 Main St.
St. Helena, CA 94574

Dear Mr. Prestwich,

A few days ago John Muhlner addressed our Board about the possibility of American Legion Post 199 supporting a project to improve the condition of Scout Hall located on Railroad Ave, St. Helena. The building is used by both girls and boys for their activities. A discussion ensued as to the condition of the building which we understand is owned by the City of St, Helena. It was mentioned that the cost could run upwards of \$250,000. A partial list of the work was mentioned:

1. Roof and gutters need to be repaired as necessary,
2. Drainage around the building needs to be improved,
3. Window(s) need replacing or repair,
4. Sections of the lower part of the building's siding need to be replaced,
5. The front fascia needs to be rebuilt,
6. Much of the building needs to be repainted.

A vote was taken this day by the Board and it was unanimously approved that Post 199 of the American Legion, St Helena, California will support the project financially as well as provide some labor in the event of need. The Post supports many youth activities, and we believe this request is very worthy for future generations.

Craig Pina
Commanding
American Legion, Post 199

AMERICAN LEGION Post 199
1291 Madrona Ave. P.O. Box 177 St. Helena, CA. 94574



January 14, 2020

Mr. Mark Prestwich
City Manager
City of St. Helena
1480 Main St.
St. Helena, CA 94574

Dear Mr. Prestwich,

A few days ago John Sales/John Muhlner addressed our organization about the possibility of NSGW Parlor 53, supporting a project to improve the condition of Scout Hall located on Railroad Ave, St. Helena. The building is used by both girls and boys for their activities. A discussion ensued as to the condition of the building that is owned by the City of St. Helena. It was mentioned that the cost could run upwards of \$250,000. A partial list of the work was mentioned:

Roof and cutters need to be repaired as necessary,

Drainage around the building needs to be improved,

Window(s) need replacing or repair,

Sections of the lower part of the building's siding need to be replaced,

The front fascia needs to be rebuilt,

Much of the building needs to be repainted.

Our Board of Directors took a vote, and it was unanimously approved that Parlor 53 will support the project financially as well as provide some labor in the event of need. We support many organizations in the community, and we believe this request is very worthy for future generations.

Sincerely,

Phil Murphy President

1313 Spring Street St Helena CA 94574

Federated Women of Upper Napa Valley
P.O. Box 383
St. Helena, Ca. 94574

Mr. Mark Prestwich
City Manager
City of St. Helena
1480 Main St.
St. Helena, Ca 94574

Dear Mr. Prestwich,

It has come to our attention that there is a possible upcoming restoration project for the Boys and Girls Scout Hall on Railroad Ave. Our Federated Women's Club has been contributing to community projects in St. Helena since 1905. We are interested in becoming involved with this restoration project. We support the use of this city owned property and building for the Scouts in St. Helena. Our intent is to help with fundraising projects to insure the success of this very important project for the youth of St. Helena.

Sincerely,
Annette Smith
President of Federated Women of Upper Napa Valley
707-738-3792



Mark Prestwich
City of St Helena
1480 Main St
St Helena, CA 94574

December 5, 2019

Mr Prestwich,

Yesterday, December 4, 2019, the membership of Kiwanis Club of St Helena voted, unanimously, to participate in collaboration with Rotary and other community service clubs, the Scouting community, and the City, in a project to repair Scout Hall.

Kiwanians Bob Matheny and Bob Beckstrom will be our club leaders on this project.

Kiwanis International's mission is "Serving the children of the world". Assisting the Boy and Girl Scouts, in our community, fits with that mission.

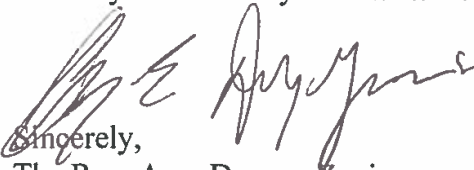
Sincerely,
Jan Darter, secretary
Kiwanis Club of St Helena



Mr. Mark Prestwich
City Manager
City of St. Helena
1480 Main St.
St. Helena, CA 94574

Dear Mr. Prestwich,

As an institution that strongly believes in the importance of resources and activities for the youth in our community, we whole-heartedly lend our support to the project of renovating Scout Hall on Railroad Ave. As the project evolves, we will certainly look for ways in which we can contribute.


Sincerely,
The Rev. Amy Denney Zuniga
Rector-in-Charge
Grace Episcopal Church

Grace Episcopal Church
1314 Spring Street
St. Helena, CA 94574

**CITY OF ST. HELENA
PROPERTY USE AGREEMENT
(Scout Hall)**

This Agreement ("**Agreement**") is entered into as of _____, 2020, by and between the CITY OF ST. HELENA, a California municipal corporation ("**City**") and The Boy Scouts of America, as organized in St. Helena, Ca, including Troop 1., and affiliated groups such as the Cub Scouts ("**Scouts** ") City and Scouts are referred to herein as a "party" and together as the "parties." The Agreement is intended to formalize an arrangement pursuant to which the Scouts have used the Property described below since approximately 1936.

RECITALS

A. On February 28, 1936 , Nellie G. Smith, a widow, granted to City a piece of property generally located at 1515 Railroad Avenue, City of St. Helena, with County of Napa Assessor's Parcel Number 009-192-009-000 (the "**Property**"), under the express condition that the real property shall be used for and dedicated to the exclusive purpose of providing a meeting place for the members of the Boy Scouts of America and to house any Boy Scout activities, subject to such rules and regulations as may be promulgated by the City Council of St. Helena for the use and occupancy of said premises.

B. Scouts have been using the Property since 1936 under a mutual understanding and City has requested and Scouts have agreed to document the terms of the use of the Property by this Agreement.

C. City wants to memorialize Scouts' use of the Property to ensure continued use of the Property by the Scouts as Scouts provide valuable skills and services to its members and the youth of the City of St. Helena.

AGREEMENT

NOW THEREFORE, in recognition of the existing relationship and in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Scouts hereby agree as follows:

1. **Use of Property.** City confirms that the Scouts shall have the use of the Property , including all buildings located thereon, on the terms and conditions contained in this Agreement, for the purpose of having a meeting and storage space and any and all uses attendant to the Scouts organized activities and programs. City has entered into this Agreement to allow Scouts to operate its activities and programs and for no other purpose. Any different use, or subletting to an entity, other than as expressly permitted in this Agreement is prohibited without the express written consent of City.

2. **Term of Agreement** This Agreement, pursuant to the intentions as expressed in the deed of Ms. Smith shall continue for as long as the Boy Scouts of America continue to exist and operate in the City of St. Helena. In the event that the Boy Scouts of America no longer exist or operate in the City of St. Helena or in the event of Scouts' default under the Agreement, the City may terminate this Agreement upon providing sixty (60) days written notice to the Scouts as provided in this Agreement. The Agreement may be terminated by Scouts, at their sole discretion, upon providing sixty (60) days written notice to City. Upon termination of this Agreement, Scouts shall quit and surrender possession of the Property to City. In the event of such termination, Scouts shall remove all personal property and equipment from the property. If Scouts do not so, City may remove Scouts' personal property and dispose of, or store said personal property and equipment at Scouts' sole cost and expense.

3. **Use of Property.**

A. General Use. Scouts will have continuous access to the Property, primarily for use to hold meetings. Scouts shall have the authority to determine the specific individuals who will be admitted to the Property when Scouts use the Property, subject to the terms of this Agreement, and applicable rules and regulations, including but not limited to maximum occupancy limitations.

B. Storage Space. Scouts may use the Property for the storage of its materials, office supplies, files, and personal property.

C. Compliance with Laws. Scouts' use of the Property shall comply with all applicable laws, ordinances, and regulations. City grants to Tenant the unencumbered right, without restrictions or conditions, at all times during the Term, or any extension thereof, to apply for any and all licenses, approvals and/or permits required to use of the Property, provided that such licenses, approvals and/or permits are not inconsistent with the terms of this Agreement

D. Girl Scout Use. Scouts may permit the **Girl Scouts** to use portions of the Property on the terms and conditions that Scouts and Girl Scouts separately negotiate. Other than the Girl Scout use, Scouts may not allow the Property to be sublet or used by any other entity, organization, or agency without the City's advance written permission.

4. **Utilities.** Scouts shall arrange and pay for all fuel, gas, light, power, water, sewage, garbage disposal, telephone, television, internet, satellite and other similar charges or services, and the expenses of installation, maintenance, use, and service in connection with any and all of the foregoing, for the Property during its use by Scouts. The Kiwanis Club of St. Helena has traditionally paid the electrical bill which City sends to that Organization for payment. In the event Kiwanis should fail to pay the bill, Scouts agree to make the payment. City shall have no responsibility for providing or paying for any utilities or services for the Property during the Term, except to the extent such utilities or services are provided to City in connection with City

operations or activities at the Property. City shall not be liable for any interference with or disruption of any utilities or services at the Property.

5. **Repairs and Maintenance.**

5.1 Scouts' Responsibilities. For so long as this Agreement is in effect, Scouts shall at its own expense keep the Property free from debris, rubbish, and graffiti, and shall not use the Property in any manner that will constitute waste or nuisance. Scouts shall not paint, wallpaper, or otherwise decorate the interior of the building on the Property without the prior written consent of the City, which consent shall not be unreasonably withheld. Scouts shall maintain the Property in the same condition as it was at the beginning of the term of this Agreement, reasonable wear and tear excluded. Scouts, at its sole cost and expense, shall provide repairs for any damage to the Property, above normal wear and tear, caused by Scouts, its officers, agents, invitees, guests, or volunteers. Scouts shall provide to City five (5) business days' advance written notice of any on-site construction or maintenance services to be provided at the Property by a third party. Scouts shall provide City with a copy of any and all contractor agreements related to the on-site services.

5.2 City Responsibilities. Upon being notified by Scouts of the need for a repair(s) that is not a responsibility of Scouts pursuant to 5.1 above, City shall be responsible for the performance and cost of repairing the Property, unless such repairs are made necessary by the acts of Scouts, the participants in Scouts' programs, or other persons allowed on the Property by Scouts, in which case Scouts shall be responsible for the cost of such repairs. City shall furnish and replace all exterior electric light bulbs and/or tubes, when needed. City shall perform annual maintenance and testing of fire extinguishers. Except for an emergency, City shall provide Scouts five (5) business days' advance written notice of maintenance or construction projects on the Property. In addition to the foregoing, the parties agree that the City shall repair or replace the roof on the building located on the property, at the City's discretion consistent with City maintenance standards for public buildings.

5.3 Improvements. At any time that this Agreement is in effect. Scouts may request permission from City to construct internal and external improvements to the Property, at its sole cost and expense, or, with an agreed upon sharing of costs, the terms of which must be approved in writing by the City. The City may approve or deny such requests for permission to make improvements in its sole discretion. City shall be provided a copy of any plans or descriptions of work to be done by Scouts or its contractors. Scouts may not construct, or materially alter, the Property without prior written approval by City. Any alteration or improvement to the Property must comply with all applicable laws, including laws regulating the licensing of contractors.

5.4 Risk of Loss. Scouts shall bear the sole and complete risk of loss or damage to all alterations, improvements, and personal property of Tenant while at or on the property, except as may be caused by the negligence of City.

5.5 Prevailing Wages. Scouts acknowledge that City has made no representation, express or implied, to Scouts or any person associated with them regarding whether or not laborers employed relative to the construction and installation of any improvements to the Property must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720 *et seq.* Scouts agree with City that Scouts shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction at or on the Property must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720 *et seq.* Notwithstanding any other provision of this Lease, City shall not be under any duty to monitor or ensure the compliance of Scouts with any State of California labor laws, including, without limitation, prevailing wage laws.

5.6 Inspections. During the construction of any improvements on the property, City may enter into or on the Property at any time, without notice to Scouts in order to inspect any improvements thereon, and Scout's operations.

6. **Possessory Interest Tax.** Scouts hereby recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that Scouts may be subject to the payment of property taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Scouts solely, and shall be paid for by Scouts; and any such tax payment shall not reduce any rent due City hereunder. In addition, Scouts shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present in or on the Property. Scouts shall also pay all interest and penalties any government entity assesses for late payment of any possessory interest taxes that this Agreement requires Scouts to pay. Scouts shall within a reasonable time after written notice from City give City reasonable proof that Scouts has paid any possessory interest taxes that this Agreement requires Scouts to pay. Nothing herein shall prohibit Scouts from the right to challenge any assessment of possessory interest tax in accordance with the procedures set forth by the taxing authority and where applicable withhold any overcharge by such taxing authority until the disputed matter is resolved.

7. **Personal Property Taxes.** Scouts shall pay and discharge all personal property taxes payable or accruing for all period(s) within their use relating to any personal property stored at, used in the operation of or otherwise relating to the Property, before delinquency. Scouts shall also pay all interest and penalties any governmental agency assesses for late payment of any such personal property tax, if any.

8. **Prohibited Liens.**

8.1 Prohibited Liens. Scouts shall keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Scouts ("**Prohibited Lien**"). Scouts shall provide written notice to City of each Prohibited Lien within five (5) days following Scouts' receipt of notice of such Prohibited Lien. Scouts shall, within thirty (30) days after

receiving notice of a Prohibited Lien (but in any case within fifteen (15) days after Scouts receive notice of commencement of foreclosure proceedings regarding any Prohibited Lien), cause such Prohibited Lien to be paid, discharged, and cleared from title to the Property; provided, however, that if Scouts dispute such Prohibited Lien in good faith, Scouts shall immediately notify City of such dispute and shall thereafter prosecute such action with reasonable diligence and continuity.

8.2 No Liens Against Public Property. Scouts acknowledge that the Property is owned by City and is thus not subject to the imposition of mechanic's liens or other liens in favor of providers of labor, materials, or services on or to the Property. Scouts shall inform each provider of labor, material, or services on or to Property of the statutory unavailability of such liens with respect to Property, and that City is not responsible for payment of any claims by such providers of labor, material, or services.

9. **Maintenance.**

9.1 Maintenance Standard. Scouts shall, at its sole cost and expense, keep the Property free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of the Property. Scouts shall not cause trash or other debris to accumulate on the Property, provided that City will provide for the cleaning of the building on the Property as part of its normal janitorial services for City owned buildings as those services may be adjusted from time to time by the City.

9.2 Maintenance Default. If, at any time during the Term, there is an occurrence of a condition on any area of the Property that the City determines to be a violation of law or this Agreement, then City may provide notice to Scouts in writing of the claimed condition. If Scouts fail to cure or commence and diligently pursue to cure the claimed condition within thirty (30) calendar days of Scouts' receipt of notice of the violation, an event of default shall be deemed to have occurred, and City may exercise any and all remedies available to City in law or equity.

10. **As Is" Condition of Property.**

10.1 Acceptance. Except as provided in Section 5.2 above, Scouts accepts the Property in its "As Is/Where Is" condition, without warranty of any kind, express or implied, including any warranty as to title, physical condition, soil conditions, zoning, land use restrictions, the availability or location of utilities or services, the suitability of the Property for the uses described herein or any other use, and with full knowledge of the physical condition of the Property, the nature of City's interest therein and rights retained thereto pursuant to this Agreement, and all laws applicable to the Property. Scouts has not relied, and is not relying, on any express or implied, oral or written representations or warranties made by City or its representatives, and all such representations and warranties are specifically disclaimed by City.

10.2 Waivers And Releases. By executing this Lease, Scouts waives and releases the City and its representatives from all claims arising after the date of mutual execution of this Lease

relating to the condition of the Property as of the date of mutual execution of this Agreement or at any time during the term of this Agreement, whether known or unknown, suspected or unsuspected. With respect to the waivers and releases contained in this Section 10.2, Tenant waives the provisions of California Civil Code Section 1542 and all similar provisions and principles of law. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11. **Subordinate Rights.**

11.1 This Agreement is subject to all leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title that may affect the Property now or hereafter.

12. **Insurance.**

12.1 Types; Amounts. Scouts shall obtain, and shall require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by City in writing ("**Required Insurance**"). Scouts shall maintain the Required Insurance at all times while this Lease is in effect. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Lease or be no less than two times the specified occurrence limit. In the event that Tenant breaches its obligations under this Section 12 City may, in its sole discretion, require Tenant to increase the policy limits for any or all of the Required Insurance.

12.1.1 *General Liability Insurance.* Scouts shall maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.

12.1.2 *"All Risk" Property Insurance.* Scouts shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Property, with limits equal to the value of all such improvements or alterations.

12.2 General Provisions. The general liability insurance policy shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Scouts' defense and indemnification obligations herein with respect to any insurance or self-insurance programs covering City, its elected

officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Scouts' scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

12.3 Certificates; Insurer Rating; Cancellation Notice. Scouts shall furnish to City upon reasonable request properly executed certificates of insurance which evidence all Required Insurance. Tenant sha. All policies shall be endorsed to provide the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to City. Unless approved in writing by City, Scouts shall place the Required Insurance with insurers authorized to do business in the State of California and with a current A.M. Best rating of at least A:VII.

13. **Indemnity and Release.**

13.1 Scouts Indemnity Obligations. Scouts hereby agree to defend, indemnify and hold City and its officials, officers, agents, and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages, or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising from or related to this Agreement, the use or occupancy by Scouts and/or its agents or employees of the Property, and/or Scouts' breach of any condition of this Agreement, unless such claims arise from the negligence or willful misconduct of the City. Scouts shall defend, with counsel reasonably satisfactory to City, at Scouts' sole expense, any and all such suits, actions or proceedings, legal or equitable that may be brought or instituted against City, its officials, officers, agents or employees, unless such actions or proceedings arise from the negligence or willful misconduct of City. Tenant shall pay and satisfy any judgment, award, or decree that may be rendered against City, its officials, officers, agents or employees. Tenant shall reimburse City for any and all legal expenses and costs incurred by one or all of them in connection with this Lease or the indemnity herein provided. Tenant's obligation shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, agents or employees. Nothing in this Section 13 shall relieve City of liability for City or City's officials, officers, agents or employees' negligence or willful misconduct.

14. **General Provisions.**

14.1 **Assignment or Subletting.** Except as otherwise provided in this Agreement, Scouts shall not assign or sublease this Agreement without the prior express written consent of the City, which consent may not be withheld in the City's sole and absolute discretion.

14.2 **Waiver.** The waiver by City or Scouts of any breach of any term, covenant, condition or provision contained herein shall not be deemed to be a waiver of such term,

covenant, condition, or provision for any subsequent breach of the same or any other term, covenant, condition, or provision contained herein.

14.3 **Attorneys' Fees.** The prevailing party in any action brought by either party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys' fees and court costs.

14.4 **No Relocation or Assistance.** Scouts acknowledge that they are not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Lease.

14.5 **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Tenant:

City:

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

Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

14.6 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. The provisions of this Agreement may be amended only by mutual written consent of the parties. Any amendments to this Agreement must be in writing and executed by both parties.

14.7 **Principles of Interpretation.** No inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Agreement. The parties have both participated substantially in its negotiation, drafting, and revision, with advice from legal counsel and other advisers of their own selection.

14.8 **Invalidity.** If any provision of this Agreement is invalid or unenforceable with respect to either party, the remainder of this Agreement or the application of such provision to

persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.9 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

14.10 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Napa County, California.

14.11 **Execution of Agreement.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

14.12 **Survival.** All obligations of the parties hereunder not fully performed as of the completion or termination of this Agreement shall survive such completion or termination, including without limitation all indemnity obligations and obligations concerning the condition of the Property.

14.13 **Authority to Enter Agreement.** Both parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Agreement. Each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Agreement and bind each respective party.

14.14 **Discrimination.** Scouts, for itself and its successors and assigns, agrees that Scouts will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, religion, creed, national origin, or ancestry, and that Scouts will comply with all applicable local, state and federal fair employment laws and regulations. Scouts covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Scouts, or any person claiming under or through Scouts, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessees, sublessees or vendees of the Property.

IN WITNESS WHEREOF this Lease is executed by the Parties as of the date set forth below (the "Effective Date").

LANDLORD:
CITY OF ST. HELENA,

TENANT:

a California municipal corporation

a

By:
Mark T. Prestwich
City Manager

By:
Name: _____
Title: _____

Date:

Date:

Attest:

By:
Cindy Tzafoolous
City Clerk



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: OLD BUSINESS

Subject: Discussion and direction on the construction schedule for Capital Improvement Project R18-81 Downtown Sidewalk Improvements

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: Mark T. Prestwich, City Manager

BACKGROUND

BKF (engineering firm) and Gates and Associates (landscape architect) were selected by the City to assist with the Downtown Streetscape Plan and Main Street Sidewalk Improvement Project, Project No. R18-81. The City has received a \$1.2 million OBAG II construction grant to offset project costs. Design costs have been born by the City of St. Helena.

This project is consistent with City Council Goal 1: "Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship and Public Health." and 2019 Workplan Item F: "Initiate public engagement process and complete design of Downtown Streetscape Project." Completion of this project will enhance downtown public infrastructure, the pedestrian experience, and foster economic vitality through improved placemaking.

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

detailed design and refined cost estimates for the comprehensive Streetscape Plan and sidewalk improvements.

Feedback from the business community has consistently emphasized the importance of:

- Minimizing project duration
- Ensuring business access during construction
- Avoiding construction during the high pedestrian season
- Providing temporary parking/signage
- Reducing mobilization time

On January 28, 2020, a report was presented to City Council providing an update on the project costs, construction timeline, funding strategy, and business continuity plan. This report prioritized the project into three distinct phases with the core Main Street sidewalk replacement project advancing in Phase I.

Phase I - The Engineer's Estimate of Phase I Main Street sidewalk improvement, ADA ramps, and tree replacement totals \$3.6 million - \$2.4 million over the adopted CIP budget. At that time, to fund the \$2.4 million difference, staff recommended utilizing a portion of the Measure T funds anticipated in FYs 2020-21 and 2021-22 as well as utilizing the positive General Fund net position to provide a gap financing to be repaid from Measure T revenues received in future years. Under this proposed funding plan, CIP R18-81 would be utilizing multiple funding sources including One Bay Area Grant II program, Gas Tax, SB1 Funds, Measure T Funds, and General Funds.

Following the March 2020 COVID-19 shelter in place orders, members of the City Council expressed interest in determining whether it was feasible to expedite implementation of the Downtown Sidewalk Improvement Project. This was further analyzed with a Council subcommittee. While there were potentially some advantages of expediting the project, there were also concerns with an accelerated schedule. The subcommittee's primary concern with accelerating the project related to recommended repair or replacement of sewer laterals in the downtown area, which is the responsibility of property owners. It was determined that accelerating the project would not leave enough time for property owners to finance and complete the sewer lateral repair or replacement.

In an effort to continue forward progress on the downtown sidewalk project and to assist property owners in replacing/repairing sewer laterals, the City Council authorized on August 11, 2020 (Resolution 2020-83) an agreement for financing private sewer lateral improvements and made findings of public benefit in support of the program. The program allows property owners a maximum amount of \$7,500 each to repair or replace their sewer laterals in advance of the downtown streetscape project. Following the approval, City staff began working on noticing affected property owners; however, public outreach stalled with the August 2020 LNU Complex Fire and again stalled with the

Glass Fire in September 2020. It is anticipated that public outreach will begin again in early November 2020.

DISCUSSION

Per the grant requirements, the City was originally scheduled to submit a request for construction authorization to Caltrans on November 1, 2020. Due to COVID-19 impacting agency review timelines and local revenues, and the impact of the various wildfires across the State of California, the original submittal deadline has been extended by the Metropolitan Transportation Commission to June 30, 2021 with the possibility of extending to November 1, 2021.

Prior to COVID-19, the City was on track to request construction authorization from Caltrans on November 1, 2020 if not earlier. CEQA was completed in May 2020 with 90% plans and specifications completed by July 2020. However, the City has been concurrently waiting on federal environmental clearance (NEPA) and that is still in process with Caltrans overseeing multiple agency coordination for Section 106 consultation (cultural and historical review). The City anticipates receiving NEPA approval by November 2020.

Following NEPA clearance, the City can then finalize the bid package and submit to Caltrans for an encroachment permit to complete the work. Once encroachment has been approved, estimated review time is 45-60 days without holidays, the City can then submit a request to authorize for construction. The earliest the request for construction authorization would take place is March 2021 which is well beyond the original construction start date of January 2021. Request for authorizations from Caltrans can take as little as one month to four months for review and approval depending on their workload which would put the bid advertisement sometime in the summer of 2021. Upon construction authorization by Caltrans, the City will then have up to 6 months to advertise and award construction of contract.

With the above timeline under consideration, City staff recommends submitting for construction authorization by June 30, 2021. The extended deadline will provide the City time to complete all the necessary steps with Caltrans, allow property owners more time to work on sewer lateral repairs, and allow additional Measure T revenues to be collected in advance of the project. This revised project schedule will postpone the construction start date 12 months to January 2022. Additionally, the 2022 start date will allow PG&E the time to start, and potentially complete, their 2021 Gas Main project that posed a timing conflict with the original timelines of the Downtown Sidewalk project. The project extension does not prevent the City from submitting a request for authorization earlier if the necessary project approvals come sooner or if requested by the City Council.

FISCAL IMPACT

The estimated construction costs for Phase I is \$3.6 million. Funding for Phase I has been identified as follows:

1. \$1.2 million - One Bay Area Grant II funding
2. \$1.17 million - Measure T
3. \$1.3 million - unfunded with a recommendation of one of the following: (a) utilizing General Fund net position to provide a loan to fill the gap or (b) seek a short-term (1 to 5 years) capital loan (lease transaction) with an essential asset as collateral to fill the gap. Both options would utilize future Measure T funds for repayment of the loan.

Attachment 1 provides a summary of the adopted fiscal year 2020-21 budget for CIP R18-81.

RECOMMENDED ACTION

Discussion and direction by City Council .

ATTACHMENTS

[Attachment 1: R18-81 Downtown Streetscape CIP](#)

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.

NOTES:

Resolution 2018-176 - PSA with BKF for \$529,000, budget increase of \$234,000 to design with funding allocated from FY 20 SB1 and Gas Tax Funds

January 28, 2020 City Council - updated project costs:

Phase I - \$3.6 million (partially funded) - 1/28/20 initial estimates included a \$1.4 million loan from the General Fund (Pre COVID-19), possibility to get a short term capital loan.

Phase II - \$3.1 million (unfunded)

Phase III - \$8.4 million (unfunded)

FY 21 - removed \$100,000 allocated for R19-04 and reallocated to R18-81

EXPENDITURE ACCOUNTS:

Fund: 741 **Dept:** 5014

EXPENDITURES								PROJECT TOTAL
	Total YTD	Rollover Funds	2020-21	2021-22	2022-23	2023-24	2024-25	
3110 - Design	312,525	141,475						454,000
3140 - Legal Services		2,314						2,314
3150 - Construction Management			150,000	150,000				300,000
3160 - Construction Contract	186		1,500,000	1,500,000				3,000,186
3170 - Contingency			150,000	150,000				300,000
EXPENDITURE TOTALS	312,711	143,789	1,800,000	1,800,000				4,056,500
FUNDING SOURCES								
101-General Fund	64,500							64,500
101-General Fund - Measure T/RMRA (Prior Year)	75,000							75,000
230-Gas		134,000						134,000
230-Gas Tax - RMRA/SB1	98,211	9,789						108,000
240-Measure T	75,000		547,000	547,000				1,169,000
741-Streets Capital Improvement - G OBAG II			603,000	603,000				1,206,000
999-Unidentified			650,000	650,000				1,300,000
FUNDING TOTALS	312,711	143,789	1,800,000	1,800,000				4,056,500



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: OLD BUSINESS

Subject: Discussion of the City of St. Helena Water Supply and consideration and possible direction establishing a Water Shortage Emergency condition requiring the implementation of Phase II Water Regulations and formation of a Water Advisory Board

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: Mark T. Prestwich, City Manager

BACKGROUND

St. Helena Municipal Code Section 13.04.220 establishes that at any time the City Council finds and determines a water shortage emergency condition exists within the criteria of Sections 13.04.230 through 13.04.250, and that it is necessary to limit usage by the customers of the municipal water department, the City Council shall adopt a resolution setting forth the applicable phase.

On June 23, 2020, City Council adopted a resolution establishing Phase I Water Regulations based on Code Section 13.04.230 where conditions requiring the establishment of a Phase II water emergency, as determined by the Director of Public works, appear to be imminent. At the time of the emergency, the City had extremely low rainfall (20"), a forecast for a potential multi-year drought, and Bell Canyon Reservoir was at 60% capacity. Water operations had also implemented changes to conserve Bell Canyon water usage by optimizing Stonebridge Wells and City of Napa water use. The forecast was for a potential Phase II trigger by November 2020.

13.04.240 Phase II water regulations.

A. The criteria for establishing Phase II shall be:

1. The volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand reduction measures beyond the Phase I reductions being implemented; or
2. Conditions requiring the establishment of a Phase III water emergency appear imminent.
3. In assessing the need to impose Phase II restrictions, due weight shall be accorded to the trigger system developed by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

DISCUSSION

On October 13, 2020, the Public Works Director informed City Council that a Phase II Water Emergency had been triggered on October 1, 2020. The trigger system utilizes data the water treatment operators submit in a monthly water production report. The September 2020 water report was delayed due to the September 27, 2020 Glass Fire and was not available in time to bring a Phase II emergency for discussion and consideration to City Council. As of October 13, 2020, Bell Canyon was at 399.8' and 39.4% capacity.

Prior to September 2020, the City had been slightly above the Phase II trigger with customer water use on par with the prior year; however additional water loss has since occurred due to continued high temperatures (evaporation at reservoir) and water usage for fire suppression needs during the LNU Complex and Glass wildfires (City staff is actively researching how much water was utilized for fire suppression activities). It is known that treated water was accessed from fire hydrants and non-treated water was sourced directly from Bell Canyon Reservoir.

The actions taken by residents, businesses, and the City during a Phase II Water Emergency are formally outlined in the Municipal Code Section 13.04.220 which is included as Attachment 1 to this staff report. With Phase II restrictions, the following water conservation actions are mandatory and enforced by the Public Works Department:

1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be ten percent (10%)

less than the average use during the four winter months of the preceding nonshortage year; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than sixty (60) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. Commercial, industrial, and institutional customers with irrigation and domestic use provided by the same water meter may receive an additional landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

2. Residential users in the single-family residential, multifamily residential, mobile home and manufactured homes customer classes will receive an allocation per billing period which will be limited to sixty-five (65) gallons per person per day. Single-family residences will receive an additional twenty-five hundred (2,500) gallons per month from April through October for landscape irrigation. Multifamily residential, mobile home and manufactured homes customers may receive a landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

3. For a lawn, landscaping, vineyard or field watered or irrigated through a meter dedicated to that use, usage shall be limited to sixty percent (60%) of current reference evapotranspiration as established in the California Model Water Efficient Landscape Ordinance (MWELO) or successor regulations.

4. No new water connections shall be permitted during a Phase II water emergency.

In addition to the above criteria, if the declaration of a Phase II emergency appears reasonably imminent, the City Council shall cause a Water Advisory Board to be formed consisting of one city council member, one planning commissioner, one winery customer, and two public members, one of whom shall be solely a residential customer. The Director of Public Works shall be an ex officio member of this board. Unless the City Council otherwise directs, the board will disband when the water emergency is no longer in effect. The Water Advisory Board shall have access to all records in the possession of the water enterprise necessary in its judgment to perform its duties, including customer records. The Board shall maintain the confidentiality of individual customer records unless the Board determines by resolution that release of such information is necessary in the pursuit of its duties.

The Water Advisory Board shall meet at least monthly and may grant permits for uses of water, for exceptions to water conservation measures, or for water connections otherwise prohibited. The Water Advisory Board shall prescribe necessary procedures for application for and use of exception permits pursuant to Municipal Code Section 13.04.280.

With the adoption of the Phase II Emergency, the City Clerk will be required to publish the notice in the newspaper. City staff will also implement more public outreach on water conservation measures through the City website, utility billing inserts, mailers, SHINE Newsletter, and other media venues. Samples of outreach from the 2014 Phase II restrictions will be used as a base for new communication. Attachment 2 provides samples of previous outreach.

There will also be continued coordination between the Finance and Public Works Departments on communicating the requirements to all rate payers.

FISCAL IMPACT

The total fiscal impact of implementing Phase II Water Regulations is unknown. Several components will fiscally affect the City including:

1. Drought Rates - The 2017 adopted water rate structure includes a drought period surcharge that begins once the City implements Phase I Water Regulations. Drought rates are applied to use charges (does not affect service (or base) charges). Drought rates are 6% higher than non-drought rates because during drought years the cost of water per 1,000 gallons is 6% higher than during non-drought years. Drought rates went into effect July 1, 2020.
2. Decrease in Consumption - Phase II Water Regulations limits the amount of use based on winter average for commercial, industrial, and commercial users and limits the amount of use based on the number of persons in a household for residential customers. Prior to being able to estimate the decrease in consumption and decrease in revenues, all residential customers will need to update the number of persons in the household and winter averages must be established for commercial, industrial, and commercial users. Additionally, potable use for landscaping is not permissible from November to April during Phase II.
3. Additional Staffing and Outreach - Additional staffing and outreach costs will be associated with the implementation of Phase II Water Regulations due to: (a) outreach to all customers which will include mailers and possible follow-up phone calls, (b) calculations which must be done for each customers based on classification, (c) customer data input into the City's financial software system for each customer; (d) monitoring of water use for the duration of the water emergency, and (e) implementation of fines if violations occur.
4. Fines - Municipal Code Section 13.04.230 Subsection B.9 establishes a fine of up to five hundred dollars (\$500.00) for each day in which a violation of the restrictions occurs.

RECOMMENDED ACTION

Discussion of the City of St. Helena Water Supply and consideration and possible direction of establishing a Water Shortage Emergency condition requiring the implementation of Phase II Water Regulations and formation of a Water Advisory Board

ATTACHMENTS

[Attachment 1: 2016 Municipal Code](#)

[Attachment 2: SAMPLE Water Emergency Flyers](#)

[Attachment 3: 2020 Phase II Water Emergency Resolution](#)

Article 2

Water Shortage Emergencies, Drought and Water Conservation

13.04.220 Procedure for establishing water emergency phases.

At any time that the city council finds and determines that a water shortage emergency condition exists within the criteria of Sections 13.04.230 through 13.04.250, and that it is necessary to limit usage by the customers of the municipal water department, the city council shall adopt a resolution setting forth the applicable phase. As soon as is practicable after adoption of such resolution, the city clerk shall cause to be published at least once, in a newspaper of general circulation published and circulated in the city, a notice declaring the establishment of such regulatory phase. Such notice shall set forth the limitations of water use applicable to the particular phase being established and shall further declare that violations of such limitations are punishable in accordance with the provisions of Sections 13.04.230 and 13.04.310. The establishment of a particular phase shall be completed and effective as described in the resolution adopting the water shortage phase.

Whenever the cumulative rainfall for the current water year (beginning November 1st) is less than the median amount for the same time period, the director of public works or designee shall report at least monthly to the city council and recommend whether the city should enter into a water shortage phase, and if so, which phase is recommended.

At any time, the state of California may require the city to conform with emergency drought regulations. Notwithstanding any other provisions of this article, the city council may, at the recommendation of the director of public works, activate a water shortage phase as a means of compliance with emergency drought regulations adopted by the state. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.23)

13.04.221 Water conservation.

St. Helena has limited water resources and has adopted both required and encouraged conservation measures. All customers shall comply with all mandatory water use efficiency requirements within this chapter for water conservation. Any customer who fails to comply with the mandatory water conservation measures shall immediately stop the water waste by installing the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions as directed by the city to bring about full compliance.

A. All persons are encouraged to use the following water use efficiency guidelines to minimize water waste:

1. Establish procedures in the home and business to recycle water;
2. Install water-saving devices in existing facilities including low flow showerheads, faucet aerators, ULF (ultra-low flush) toilets, and WaterSense certified (or successor certification) appliances;
3. Refrain from additional irrigation and unnecessary use of water, such as car washing, when the temperature exceeds ninety (90) degrees Fahrenheit;
4. Limit the expansion or installation of new water-using appliances, plumbing or improvements, such as lawns, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal units. In the event that a new water-using appliance is necessary, installation of water efficient devices are encouraged;

5. All schools, social and professional groups, churches, etc., should discuss water conservation as a regular agenda item and forward worthwhile suggestions to the department for consideration and implementation;

6. Limit irrigation of potable water to landscaping between the hours of eight a.m. and eight p.m.; and

7. All sites with irrigated landscapes or gardens are encouraged to establish the following irrigation practices:

a. Turn off irrigation systems during the off-peak season (November through April) as defined in Section 13.04.080;

b. Reduce the amount of time for all outdoor irrigation.

B. Mandatory Conservation Measures. The following water conservation prohibitions and limitations are required by all persons:

1. The application of potable water to any driveway or sidewalk is prohibited, unless the person proposing such application of potable water documents to the director of public works' satisfaction that application is necessary to abate a condition constituting a public health hazard.

2. Using a hose that dispenses potable water to wash a motor vehicle is prohibited unless the hose is fitted with a shut-off nozzle.

3. Customers shall install new landscaping in existing or new development that is water efficient within the meaning of the state's water efficient landscape ordinance.

4. Using potable water to water outdoor landscapes in a manner that causes runoff to adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures is prohibited.

5. Using potable water in a fountain or decorative water feature is prohibited unless the water is part of a recirculating system.

6. Withdrawing water from fire hydrants, except for firefighting, firefighting training, and water system maintenance purposes, is prohibited.

7. Use of potable water for grading, dust control, street, pipeline or similar construction is prohibited.

8. The application of potable water to outdoor landscapes during and up to forty-eight (48) hours after measurable rainfall is prohibited.

9. No person shall use potable water to irrigate ornamental turf on public street medians.

10. Restaurants, hotels, cafes, cafeterias, bars or other public places where food or drink is served and/or purchased shall supply water to patrons only upon request.

11. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and

linens laundered daily. The hotel or motel shall prominently display notice of this option in each bathroom using clear and easily understood language.

12. All projects for which the planning department requires approved landscape plans must adhere to the city's xeriscape standards or the state's Model Water Efficient Landscape Ordinance, whichever is stricter, in order to obtain plan approval.

13. Any new water connection for new development must offset new demand by an amount of water equal to the new demand on the city water system using the methodology defined in Section 13.12.030. The offset must be clearly demonstrated, to the satisfaction of the director of public works. (Ord. 16-13 § 5 (Att. 6 (part)))

13.04.230 Phase I water regulations.

A. The criteria for establishing Phase I shall be any or all of the following:

1. The supply/usage balance, as calculated at the beginning of the fiscal year, is in deficit;
2. The volume of water to be delivered by the city of Napa in any fiscal year will not exceed four hundred (400) AF;
3. The volume of water anticipated to be available prior to the next November 1st, as determined by the director of public works, is not sufficient to meet projected demand through November 1st without demand reduction measures being implemented; or
4. Conditions requiring the establishment of a Phase II water emergency, as determined by the director of public works, appear to be imminent.

B. During the Phase I water emergency, the following mandatory conservation measures by customers of the department shall be enforced by the department and publicized by the city:

1. All customers must be in compliance with all water conservation requirements of Section 13.04.221(B) (Water Conservation). If a customer is found to be out of compliance with any part of Section 13.04.221 or provisions of these water shortage emergency requirements, the customer must immediately stop the water waste by installing the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions to bring about full compliance.
2. All customers are prohibited from expanding or installing landscaping or appliances that will increase the overall water use of the property. Replacement of existing appliances, landscaping, plumbing, or improvements shall be allowed only if the change can be documented to the satisfaction of the director of public works to result in more efficient water-using fixtures or systems.
3. Customers shall cease the operation of air-cooling outdoor misting systems using treated water supplied by the city, unless on a timer.
4. Outdoor irrigation of ornamental landscapes or turf with potable water is limited to no more than two days a week. The director of public works shall specify the two days per week in accordance with the needs of any geographical area within the city.

5. No person shall use potable water to irrigate landscaping between the hours of eight a.m. and eight p.m.
6. Irrigation with potable water of landscapes outside of newly constructed homes and buildings shall be in a manner consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development. If irrigation systems are installed as a part of new development, they shall be drip or microspray irrigation systems or a system determined by the director of public works or designee to be more efficient.
7. Draining and refilling of swimming pools shall be permitted only as needed for the purpose of pool repair or to correct a severe chemical imbalance. Draining and refilling of decorative ponds and lakes shall be permitted only as needed for the purpose of lining the bottom to prevent absorption.
8. All new or replacement industrial and commercial clothes washers shall be high efficiency as defined by the U.S. Environmental Protection Agency. All new or expanded car washing facilities shall include water-saving methods.
9. In accordance with Section 864 of Title 23 of the California Code of Regulations or any successor regulation, the taking of any action prohibited in this subsection B, in addition to any other applicable civil or criminal penalties (including the penalties set forth in Sections 13.04.230 and 13.04.310), is an infraction, punishable by a fine of up to five hundred dollars (\$500.00) for each day in which the violation occurs.

C. During the Phase I water emergency, the following actions shall be carried out by the city:

1. The city shall notify customers that one or more of the criteria for Phase I has been met, and shall identify and explain in sufficient detail each criterion that forms a basis for establishing a Phase I water emergency.
2. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase II water emergency if a Phase II water emergency appears to be imminent.
3. The city shall advise customers of the Phase I water shortage and of restrictions and opportunities for exception permits that are available under Section 13.04.280 if a Phase II water emergency appears to be imminent.
4. Any applicant for, or holder of, a building permit for construction that may be affected by the existence of this or future water emergency phases shall be informed of the impact of such phases, but lack of such notice shall not permit a new water connection that is otherwise prohibited.
5. The city shall not issue permits for construction of any new swimming pool unless the pool is to be supplied with water other than treated water supplied by the city. Customers are encouraged to fill existing pools from water other than treated water.
6. If a Phase II water emergency appears to be imminent, the city shall make plans for implementation of a water shortage disaster plan, which shall include provisions for:
 - a. Emergency water stations;

b. Acquisition of private property under the right of eminent domain, with immediate possession to alleviate the emergency; and

c. Application for relief assistance from county, state, and federal sources.

7. The city council shall give notice to any customer that has a terminable contract with the department (whereby the department is the supplier) that such contract will be terminated upon implementation of Phase III by the city council.

8. If the declaration of a Phase II emergency appears reasonably imminent, the city council shall cause a water advisory board to be formed consisting of one city council member, one planning commissioner, one winery customer, and two public members, one of whom shall be solely a residential customer. The director of public works shall be an ex officio member of this board. Unless the city council otherwise directs, the board will disband when the water emergency is no longer in effect. The water advisory board shall have access to all records in the possession of the water enterprise necessary in its judgment to perform its duties, including customer records. The board shall maintain the confidentiality of individual customer records unless the board determines by resolution that release of such information is necessary in the pursuit of its duties.

D. In addition to the mandatory measures defined in subsection B of this section, customers of the department and members of the community are encouraged to do the following:

1. Reduce all indoor water use to not more than an average of seventy-five (75) gallons per person per day within the residence, including single-family residences, apartments, condominiums, townhomes, mobile homes and manufactured homes.

2. Reduce indoor water use in the work place and commercial establishments by a minimum of ten percent (10%) from customary consumption.

3. Eliminate or defer all nonessential water use such as topping off swimming pools.

4. All schools, social and professional groups, churches, etc., are encouraged to discuss water conservation as a regular agenda item and to forward worthwhile suggestions to the department for consideration. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 14-11 § 3 (Exh. A): Ord. 14-9 § 5 (Exh. A): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.23.1)

13.04.240 Phase II water regulations.

A. The criteria for establishing Phase II shall be:

1. The volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand reduction measures beyond the Phase I reductions being implemented; or

2. Conditions requiring the establishment of a Phase III water emergency appear imminent.

3. In assessing the need to impose Phase II restrictions, due weight shall be accorded to the trigger system

developed by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

B. All mandatory and voluntary measures established by Section 13.04.221, Water Conservation, and Phase I, Section 13.04.230(B), (C) and (D) shall be included in Phase II and publicized by the city except insofar as they are inconsistent with subsections C and D of this section.

C. The following mandatory conservation measures by customers of the department shall be enforced by the department:

1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be ten percent (10%) less than the average use during the four winter months of the preceding non-shortage year; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than sixty (60) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. Commercial, industrial, and institutional customers with irrigation and domestic use provided by the same water meter may receive an additional landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

2. Residential users in the single-family residential, multifamily residential, mobile home and manufactured homes customer classes will receive an allocation per billing period which will be limited to sixty-five (65) gallons per person per day. Single-family residences will receive an additional twenty-five hundred (2,500) gallons per month from April through October for landscape irrigation. Multifamily residential, mobile home and manufactured homes customers may receive a landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

3. For a lawn, landscaping, vineyard or field watered or irrigated through a meter dedicated to that use, usage shall be limited to sixty percent (60%) of current reference evapotranspiration as established in the California Model Water Efficient Landscape Ordinance (MWELO) or successor regulations.

4. No new water connections shall be permitted during a Phase II water emergency.

D. During the Phase II water emergency, the following actions shall be carried out by the city:

1. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase III water emergency.

2. The department of public works shall make available, or arrange to have delivered, nonpotable water from

either lower reservoir or, if permitted and available, tertiary treated wastewater to city-owned properties for irrigation purposes.

3. Nothing herein shall restrict the authority of the director of public works from imposing more severe usage restrictions on each class of water customer if circumstances so warrant. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part))

13.04.250 Phase III water regulations.

A. The criteria for establishing Phase III shall be:

1. The volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand reduction measures beyond the Phase II reductions being implemented.

2. In assessing the need to impose Phase III restrictions, due weight shall be accorded the trigger system developed and defined by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

B. All mandatory and voluntary measures established by Section 13.04.221, Water Conservation, and Phases I and II, Sections 13.04.230(B), (C) and (D) and 13.04.240(B), (C) and (D), shall be included in Phase III and publicized by the city, except insofar as they are inconsistent with subsections C and D of this section.

C. The following mandatory conservation measures by customers of the department shall be enforced by the department:

1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be twenty percent (20%) less than the average use during the four winter months of the preceding non-shortage year; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than fifty (50) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. The allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established non-turf plants only.

2. Residential users in single-family residential, multifamily residential, mobile home and manufactured homes customer classes will receive an allocation per billing period which will be limited to sixty (60) gallons per person per day. The allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established non-turf plants only.

3. For a vineyard or approved field (as approved by the water advisory board) watered or irrigated through a meter dedicated to that use, the allocation shall be limited to thirty percent (30%) of current reference evapotranspiration as established in the California Model Water Efficient Landscape Ordinance (MWELO) or successor regulations, and irrigation will be allowed for established non-turf plants only.

4. All nonessential uses of water shall be prohibited. Nonessential uses shall include, but not be limited to, the following:

- a. The use of water for irrigation of turf, lawns, or landscaping;
- b. The refilling of swimming pools, hot tubs and spas, except as required by the fire chief for use as standby neighborhood fire protection. The fire chief shall maintain a list of such pools to be on file at the fire department.

5. No new water connections for new development shall be permitted.

D. During the Phase III water emergency, the following actions shall be carried out by the city:

- 1. The department shall terminate all nonessential contracts which are terminable. (Ord. 16-13 § 5 (Att. 6 (part)):
Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.25)

13.04.270 Termination of water emergency phases.

Water emergency phases shall be terminated or changed to a less critical phase in the same manner as they are established in accordance with criteria set forth in the preceding sections and at the discretion of the city council. (Ord. 16-13 § 5 (Att. 6 (part)):
Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.28)

13.04.280 Exception permits.

A. Under a Phase II or Phase III water emergency, the director of public works shall, with such conditions as seem to him or her to be reasonable, grant exception permits in addition to any basic allocation, on application of a water customer submitted under penalty of perjury, based on the conditions defined in this section. The city may provide a process for certification of efficiency, lot size, medical condition, or efficient and essential use prior to declaration of a water shortage emergency condition which could result in a customer being prequalified for exception.

1. For any customer with an allocation based on previous water use, if it can be demonstrated to the satisfaction of the director of public works that water conservation measures beyond those required in Chapter 13.12 were in place prior to the preceding non-shortage year, an additional quantity of water may be allocated to recognize the higher efficiency in place prior to the water emergency condition.

2. For single-family residential parcels exceeding seven thousand (7,000) square feet in area, the quantity of up to twenty (20) gallons per day for each one thousand (1,000) square feet that the property area exceeds seven thousand (7,000) square feet for the purpose of maintaining mature landscape or orchard plants. For purposes of this subsection, multiple parcels maintained and fully landscaped as one property may be computed as being one parcel. An exception granted based on this subsection shall allow the use of no more than an additional two hundred fifty (250) gallons per day for this purpose.

3. For medical conditions of a resident, a quantity as required to maintain health standards.

4. For any customer with an allocation based on previous winter water use, if it can be demonstrated to the satisfaction of the director of public works that efficient and essential water uses are not represented in average winter water use, an additional quantity of water may be allocated to provide for these efficient and essential needs.

B. The water advisory board shall meet at least monthly and may grant permits for uses of water or for exceptions to water conservation measures or for water connections otherwise prohibited by Sections 13.04.230, 13.04.240, and 13.04.250 if it finds and determines that such regulations would:

1. Cause an unnecessary and undue hardship to the applicant or to the public;
2. Cause an emergency condition affecting the health, sanitation, fire protection, or safety of the applicant or public; or
3. Promote water conservation by providing for the establishment of water efficient landscaping meeting the standards of Section 17.112.140 and such policies and regulations as have been adopted to implement the provisions of that chapter, replacing more water-intensive landscaping.

C. The water advisory board of the city shall prescribe necessary procedures for application for and use of exception permits.

D. Any decision of the director of public works in granting or denying exceptions may be appealed by the applicant or any other person to the water advisory board by filing a written appeal with the city clerk within ten (10) calendar days after the date of mailing of written notice to the applicant of the decision rendered. The water advisory board shall use its best efforts to hear and determine such appeal within twenty (20) days, and shall affirm, reverse, or modify the decision.

E. Any decision of the water advisory board may be appealed by the applicant to the city council according to the provisions of Chapter 1.16. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.28.1)

13.04.310 Violation—Misdemeanor.

Notwithstanding any provision of this code to the contrary, the provisions of Section 377 of the California Water Code shall be applicable to any violation of this article. Any person violating any of the provisions of this article shall be guilty of a misdemeanor. Upon conviction thereof, such person shall be punished by imprisonment in the county jail and/or fined in accordance with the penalties as set forth in the provisions of Section 377 of the California Water Code. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.30)



City Declares Phase I and II Water Shortage Emergencies—Conservation Critical!

On June 23, 2020, City Council adopted a resolution establishing Phase I Water Regulations based on St. Helena Municipal Code Section 13.04.230 where conditions requiring the establishment of a Phase II water emergency, as determined by the Director of Public Works, appear to be imminent. At the time of the emergency, the City had extremely low rainfall (20”), a forecast for a potential multi-year drought, and Bell Canyon Reservoir was at 60% capacity. Water operations had also implemented changes to conserve on Bell Canyon water usage by optimizing Stonebridge Wells and City of Napa water use.

On October 13, 2020, the Public Works Director informed City Council during a staff briefing that a Phase II Water Emergency has been triggered on October 1, 2020. The trigger system in the St. Helena Municipal Code utilizes data the water treatment operators submit in a monthly water production report. The September 2020 water report was delayed due to the September 27, 2020 Glass Fire and was not available in time to bring a Phase II emergency for discussion and consideration to City Council. As of October 13, 2020, Bell Canyon was at 399.8’ and 39.4% capacity.

On October 27, 2020, City Council adopted a resolution establishing a Phase II Water Shortage Emergency, which limits water use for all customer types.

We are fortunate in being able to have the opportunity to act to moderate our water use and reduce the potential imbalance between water supply and demand. The City Council declared a Phase I Water Shortage Emergency and subsequently adopted a Phase II Water Shortage Emergency to regulate the use of water, provide water allowances to St. Helena water customers and establish penalties for water use above permitted levels.

We hope you will carefully review the attached information related to the City’s Water Shortage Emergencies and complete the mandatory water allocation survey as soon as possible. City staff is available to answer questions at (707) 968-2627 and by email at water911@cityofstheleena.org. We also welcome your ideas and thoughts on this water shortage emergency as well how you can be part of the solution.

We share a common goal of minimizing individual water use and as a community. Every time I reach for the tap or to use a water-consuming appliance, I think “how can I do this using 25%, 50% or even 75% less water?” I hope all of you will adopt the State motto of “Save Our Water” and pass along the conservation message to your family and friends. Working together, we can dramatically reduce water consumption in St. Helena.



Please visit our website,
www.cityofsthelena.org and
 look for this quick link on Water
 Shortage Information.

Materials will be available in
 Spanish on the City's website.



City of St. Helena Water Shortage Information

As citizens of St Helena, we are all concerned about our current water drought. The City of St. Helena will provide on-going news and information related to our water conditions. Click the button for news, forms and updates on our water shortage.

**CLICK HERE FOR
MORE INFORMATION**

Questions Call City Water Shortage Hotline
(707) 968-2627
Email water911@cityofsthelena.org



PHASE II: WATER SHORTAGE EMERGENCY



JANUARY 2014

Save Our WATER


PHASE II EFFECTIVE

Questions Call City Water Shortage Hotline
(707) 968-2627

Email water911@cityofstheleena.org



COMMERCIAL, INDUSTRIAL, INSTITUTIONAL & DEDICATED IRRIGATION SERVICE

Customers Under Mandatory Water Conservation

On June 23, 2020, the City Council approved a cautionary Phase I Water Shortage Emergency which became effective July 1, 2020. On _____ the City Council approved a Phase II Water Shortage Emergency which will be effective _____.

Phase I Water Shortage Emergency measures are intended to raise the public's awareness of dry conditions and to prepare for worsening conditions. Phase II Water Emergency enforces all mandatory and voluntary Phase I conservation measures and imposes the following water use restrictions for commercial, industrial, institutional and dedicated service users listed below:

Type of Use/User	November through March (billing cycle)	April through October (billing cycle)
Commercial, industrial, institutional with no dedicated irrigation accounts	Receive 10% less than the average use during the four winter months of the preceding non-shortage year, but will not be required to reduce to less than sixty (60) gallons per day	Receive 10% less than the average use during the four winter months of the preceding non-shortage year; but will not be required to reduce to less than sixty (60) gallons per day.
Commercial, industrial, institutional with irrigation and domestic use provided by same meter	Receive 10% less than the average use during the four winter months of the preceding non-shortage year, but will not be required to reduce to less than sixty (60) gallons per day.	Receive 10% less than the average use during the four winter months of the preceding non-shortage year. PLUS Additional landscape allocation of up to 70 gallons per day per 1,000 square feet of landscaped area*. *In order to receive an allocation for irrigation, must submit map/sketch documenting landscape square footage served by City water to City Hall, 1480 Main Street.
Dedicated lawn, landscaping, vineyard or field watered or irrigated meter	Limited to sixty percent (60%) of current reference evapotranspiration as measured at California Irrigation Management Information Systems.	Limited to sixty percent (60%) of current reference evapotranspiration as measured at California Irrigation Management Information Systems.

New water connections will not be permitted.

Mandatory Conservation Measures

- ◆ Follow Water Use Efficiency and Use Guidelines. If a customer does not follow water shortage emergency requirements, the customer must immediately install the appropriate water-saving devices in their plumbing, appliances, or improvements.
- ◆ No expansion or installation of new water-using appliances, plumbing or improvements, such as lawns, gardens, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal, unless it results in more efficient water using fixtures or systems.
- ◆ New development or addition must offset new demand by an amount of water equal to the new demand. Offset must be clearly demonstrated.
- ◆ Wash cars and other vehicles only at a commercial wash facility which recycles wash water on site.
- ◆ No hard surface washing such as sidewalks and patios.
- ◆ Only install new landscaping in existing or new development that is water efficient.
- ◆ Cease operation of air-cooling outdoor misting systems using treated water supplied by the city.

In addition to the mandatory measures above customers of the department and members of the community are encouraged to do the following:

- ◆ Reduce indoor water use in the work places and commercial establishments by 10%.
- ◆ Eliminate non-essential water use such as topping-off swimming pools.
- ◆ All schools, social and professional groups, churches, etc. are encouraged to discuss water conservation as a regular agenda item.
- ◆ All sites with irrigated landscapes or gardens are encouraged to:
 - ◇ Turn off irrigation system November– March.
 - ◇ Invest in SMART controller or equivalent water-saving devices to control the operation of outdoor sprinkler systems.

PENALITIES

If you do not adhere to mandatory Water Conservation Measures.



Violation	Penalty	Additional Restriction	Timeframe
1st	Written Notice	n/a	n/a
2nd	\$0.50 per gallon over	n/a	If not paid within 15 days, penalty will automatically be billed on next water bill.
3rd	\$1.00 per gallon over	Flow-restricting device installed on meter for not less than 72 hours.	Device not removed until paid.
4th	\$1.25 per gallon over	Flow-restricting device installed on meter for not less than 5 days.	Device not removed until paid.
5th	\$1.50 per gallon over	Flow-restricting device installed on meter for indefinite period or water service discontinued.	Service not restored until paid.

Questions Call

(707) 968-2627

Email: water911@cityofsthelena.org



WATER CONSERVATION TIPS

Fixture or Water Use:	With regular fixtures you use:	With Water-saving fixtures you use:	How else can you save water
Shower	7 gallons per minute	2.5 gallons per minute	Take shorter showers
Bath	28 to 36 gallons for full tub	14 to 18 gallons for half tub	Don't fill the tub as full, save up to half the water
Running faucet	3 gallons per minute	2 to 2.5 gallons per minute	Turn off water when not needed
Washing machine	40 to 55 gallons per load	18 to 25 gallons per load	Wash full loads. Use a machine which has level settings
Dishwasher	15 gallons per load		Wash full loads. Use a machine with wash settings
Lawn watering	3 to 10 gallons per minute		Use a hose with cut off nozzle so water runs only when needed
Toilet	6 gallons per flush	1.6 gallons per flush	Do not flush trash or insects
Tooth brushing with running water	3 gallons per minute	1.5 gallons per minute	Turn off water when not needed
Hand dishwashing	3 gallons per minute	2.2 gallons per minute	Fill a basin with water to rinse dishes

PHASE II: WATER SHORTAGE EMERGENCY



JANUARY 2014

Save Our WATER


PHASE II EFFECTIVE

Questions Call City Water Shortage Hotline
(707) 968-2627

Email: water911@cityofsthelena.org



RESIDENTIAL MULTI-FAMILY & MOBILE HOMES

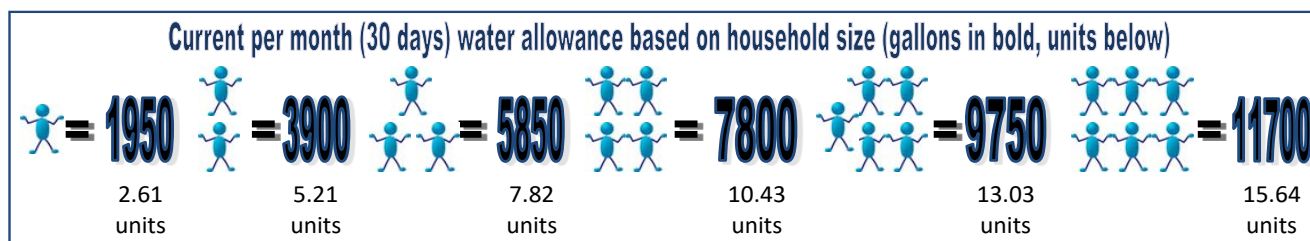
Customers Under Mandatory Water Conservation

On June 23, 2020, the City Council approved a cautionary Phase I Water Shortage Emergency which became effective July 1, 2020. On _____ the City Council approved a Phase II Water Shortage Emergency which will be effective _____.

Phase I Water Shortage Emergency measures are intended to raise the public's awareness of dry conditions and to prepare for worsening conditions. Phase II Water Emergency enforces all mandatory and voluntary Phase I conservation measures and imposes the following water use restrictions for residential multi-family and mobile home users listed below:

Type of Use/User	November through March (billing cycle)	April through October (billing cycle)
Residential Multi-family or Mobile home	65 gallons per person per day *. <i>*Per person residential allocation will be determined by self-reporting the number of persons currently residing in the household obtained through a mandatory survey form (enclosed as separate attachments or self-reported online at: https://www.surveymonkey.com/s/StHelenaWaterSurvey. Failure to self-report will result in a one (1) allocated person per household default.</i>	65 gallons per person per day. PLUS Additional landscape allocation of up to 70 gallons per day per 1,000 square feet of landscaped area **. <i>**In order to receive an allocation for irrigation, must submit map/sketch documenting landscape square footage to City Hall, 1480 Main Street</i>
IF YOU HAVE Dedicated lawn, landscaping, vineyard or field watered or irrigated meter	Limited to sixty percent (60%) of current reference evapotranspiration as measured at California Irrigation Management Information Systems.	

New water connections will not be permitted.



MANDATORY CONSERVATION MEASURES:

- ◆ Follow Water Use Efficiency and Use Guidelines. If a customer does not follow water shortage emergency requirements, the cus-

Mandatory Conservation (CONTINUED FROM PAGE 1)

customer must immediately install the appropriate water-saving devices in their plumbing, appliances, or improvements.

- ◆ No expansion or installation of new water-using appliances, plumbing or improvements, such as lawns, gardens, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal, unless it results in more efficient water using fixtures or systems.
- ◆ New development or addition must offset new demand by an amount of water equal to the new demand. Offset must be clearly demonstrated.
- ◆ Wash cars and other vehicles only at a commercial wash facility which recycles wash water on site.
- ◆ No hard surface washing such as sidewalks and patios.
- ◆ Only install new landscaping in existing or new development that is water efficient.
- ◆ Cease operation of air-cooling outdoor misting systems using treated water supplied by the city.

In addition to the mandatory measures above customers of the department and members of the community are encouraged to do the following:

- ◆ Reduce indoor water use in the work places and commercial establishments by 10%.
- ◆ Eliminate non-essential water use such as topping-off swimming pools.
- ◆ All schools, social and professional groups, churches, etc., are encouraged to discuss water conservation as a regular agenda item.
- ◆ All sites with irrigated landscapes or gardens are encouraged to:
 - ◇ Turn off irrigation systems November – March
 - ◇ Invest in SMART controller or equivalent water-saving devices to control the operation of outdoor sprinkler systems.

PENALITIES

If you do not adhere to mandatory Water Conservation Measures.



Violation	Penalty	Additional Restriction	Timeframe
1st	Written Notice	n/a	n/a
2nd	\$0.50 per gallon over	n/a	If not paid within 15 days, penalty will automatically be billed on next water bill.
3rd	\$1.00 per gallon over	Flow-restricting device installed on meter for not less than 72 hours.	Device not removed until paid.
4th	\$1.25 per gallon over	Flow-restricting device installed on meter for not less than 5 days.	Device not removed until paid.
5th	\$1.50 per gallon over	Flow-restricting device installed on meter for indefinite period or water service discontinued.	Service not restored until paid.

You must complete and return the attached survey by _____ to ensure we can properly service your account. Or complete online at www.surveymonkey.com/s/sthelenawatersurvey.

SURVEY DUE BY _____

WATER CONSERVATION TIPS

Fixture or Water Use:	With regular fixtures you use:	With Water-saving fixtures you use:	How else can you save water
Shower	7 gallons per minute	2.5 gallons per minute	Take shorter showers
Bath	28 to 36 gallons for full tub	14 to 18 gallons for half tub	Don't fill the tub as full, save up to half the water
Running faucet	3 gallons per minute	2 to 2.5 gallons per minute	Turn off water when not needed
Washing machine	40 to 55 gallons per load	18 to 25 gallons per load	Wash full loads. Use a machine which has level settings
Dishwasher	15 gallons per load		Wash full loads. Use a machine with wash settings
Lawn watering	3 to 10 gallons per minute		Use a hose with cut off nozzle so water runs only when needed
Toilet	6 gallons per flush	1.6 gallons per flush	Do not flush trash or insects
Tooth brushing with running water	3 gallons per minute	1.5 gallons per minute	Turn off water when not needed
Hand dishwashing	3 gallons per minute	2.2 gallons per minute	Fill a basin with water to rinse dishes

PHASE II: WATER SHORTAGE EMERGENCY



JANUARY 2014

Save Our WATER


PHASE II EFFECTIVE

Questions Call City Water Shortage Hotline

(707) 968-2627

Email: water911@cityofstheleena.org

RESIDENTIAL SINGLE FAMILY HOMES

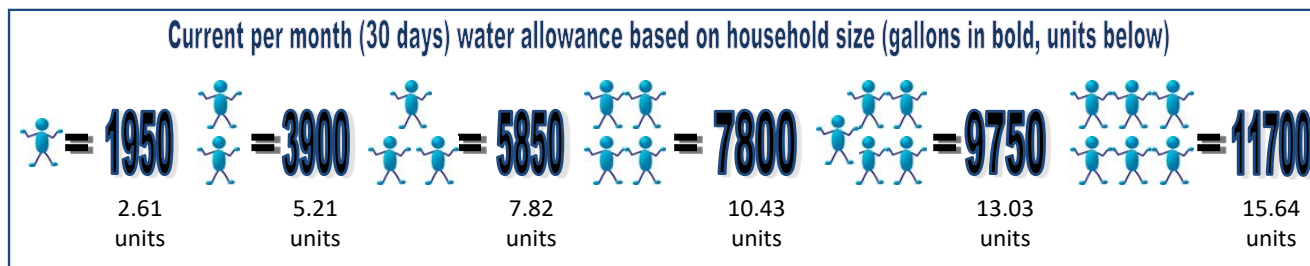
Customers Under Mandatory Water Conservation

On June 23, 2020 the City Council approved a cautionary Phase I Water Shortage Emergency which became effective July 1, 2020. On _____ the City Council approved a Phase II Water Shortage Emergency which will be effective _____.

Phase I Water Shortage Emergency measures are intended to raise the public's awareness of dry conditions and to prepare for worsening conditions. Phase II Water Emergency enforces all mandatory and voluntary Phase I conservation measures and imposes the following water use restrictions for residential single-family home users listed below:

Type of Use/User	November through March (billing cycle)	April through October (billing cycle)
Residential Single-family home	65 gallons per person per day* <i>*Per person residential allocation will be determined by self-reporting the number of persons currently residing in the household obtained through mandatory survey form (enclosed as separate attachment) or self-reported online at: https://www.surveymonkey.com/r/StHelenaWaterSurvey. Failure to self-report will result in a one (1) allocated person per household default.</i>	65 gallons per person per day. PLUS 2,500 gallons per month for landscape irrigation.

New water connections will not be permitted.



MANDATORY CONSERVATION MEASURES:

- ◆ Follow Water Use Efficiency and Use Guidelines. If a customer does not follow water shortage emergency requirements, the customer must immediately install the appropriate water-saving devices in their plumbing, appliances, or improvements.

Mandatory Conservation (CONTINUED)

- ◆ No expansion or installation of new water-using appliances, plumbing or improvements, such as lawns, gardens, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal, unless it results in more efficient water using fixtures or systems.
- ◆ New development or addition must offset new demand by an amount of water equal to the new demand. Offset must be clearly demonstrated.
- ◆ Wash cars and other vehicles only at a commercial wash facility which recycles wash water on site.
- ◆ No hard surface washing such as sidewalks and patios.
- ◆ Only install new landscaping in existing or new development that is water efficient.
- ◆ Cease operation of air-cooling outdoor misting systems using treated water supplied by the city.

In addition to the mandatory measures above customers of the department and members of the community are encouraged to do the following:

- ◆ Reduce indoor water use in the work places and commercial establishments by 10%.
- ◆ Eliminate non-essential water use such as topping-off swimming pools.
- ◆ All schools, social and professional groups, churches, etc. are encouraged to discuss water conservation as a regular agenda item.
- ◆ All sites with irrigated landscapes or gardens are encouraged to:
 - ◇ Turn off irrigation systems November—March.
 - ◇ Invest in SMART controllers or equivalent water-saving devices to control the operation of outdoor sprinkler systems.

PENALITIES

If you do not adhere to mandatory Water Conservation Measures.



Violation	Penalty	Additional Restriction	Timeframe
1st	Written Notice	n/a	n/a
2nd	\$0.50 per gallon over	n/a	If not paid within 15 days, penalty will automatically be billed on next water bill.
3rd	\$1.00 per gallon over	Flow-restricting device installed on meter for not less than 72 hours.	Device not removed until paid.
4th	\$1.25 per gallon over	Flow-restricting device installed on meter for not less than 5 days.	Device not removed until paid.
5th	\$1.50 per gallon over	Flow-restricting device installed on meter for indefinite period or water service discontinued.	Service not restored until paid.

You must complete and return the attached survey by _____ to ensure we can properly service your account. Or complete online at

www.surveymonkey.com/s/sthelenawatersurvey.

SURVEY DUE BY _____

WATER CONSERVATION TIPS

Fixture or Water Use:	With regular fixtures you use:	With Water-saving fixtures you use:	How else can you save water
Shower	7 gallons per minute	2.5 gallons per minute	Take shorter showers
Bath	28 to 36 gallons for full tub	14 to 18 gallons for half tub	Don't fill the tub as full, save up to half the water
Running faucet	3 gallons per minute	1.5 to 2.5 gallons per minute	Turn off water when not needed
Washing machine	40 to 55 gallons per load	18 to 25 gallons per load	Wash full loads. Use a machine which has level settings
Dishwasher	15 gallons per load		Wash full loads. Use a machine with wash settings
Lawn watering	3 to 10 gallons per minute		Use a hose with cut off nozzle so water runs only when needed
Toilet	6 gallons per flush	1.6 gallons per flush	Do not flush trash or insects
Tooth brushing with running water	3 gallons per minute	1.5 gallons per minute	Turn off water when not needed
Hand dishwashing	3 gallons per minute	2.2 gallons per minute	Fill a basin with water to rinse dishes

St. Helena Phase II Water Emergency Household Survey

Critical! Your Action is Required!
MANDATORY INFORMATION FOR YOUR WATER ALLOCATION

Please complete this survey and return to City Hall.

A Phase II Water Emergency begins _____. You must complete and return this survey by _____ to ensure we can properly service your account.

1. What is the name on your water account:

2. What is the account service address:

3. What is the account number (refer to your water bill):

4. How many household members currently live at this address?

5. Do you have a well or cistern you can use for landscape irrigation?

☐ Yes

☐ No

6. Do you have a swimming pool?

☐ Yes

☐ No

7. Enter your email address to receive City emails and newsletters:

8. Comments:

PHASE II EFFECTIVE

Return Survey to:

City Hall

Attn: Water Department

1572 Railroad Ave.

St. Helena, CA 94574

Or complete survey on line at:

<https://www.surveymonkey.com/s/sthelenawatersurvey>.



SURVEY DUE BY

Encuesta de Hogar de Auto-Reporte para la Emergencia de Agua Fase II

Critico!! Su acción es requerida!
Información obligatoria requerida para la asignación de agua.

Por favor llene esta encuesta y regreso al ayuntamiento.

**Fase II agua emergencia comienza el _____. Usted debe
llenar y regresar esta encuesta antes del ____ de 2020 para**

1. ¿Cuál es el nombre de su cuenta de agua:

2. ¿Cuál es la dirección de cuenta de servicio:

3. ¿Cuál es el número de cuenta (consulte la fatura del agua):

4. ¿Cuántos miembros del hogar viven actualmente en su dirección?

5. ¿Tienes un pozo o cisterna que pueda utilizar para el riego de jardines?

☐ Si ☐ No

6. ¿Tiene una piscina?

☐ Si ☐ No

7. Introduzca su dirección de correo electrónico para recibir correos electrónicos y boletines de noticias de la ciudad:

8. Comentarios:

PASE II EFECTIVO

Regresar Encuesta a:

City Hall

Attn: Water Department

1572 Railroad Ave.

St. Helena, CA 94574

O complete encuesta en linea en:

<https://www.surveymonkey.com/s/sthelenawatersurveyspanish>



ENVIAR ENCUESTA ANTES

CITY OF ST. HELENA

RESOLUTION No. 2020-

**Establishing a Water Shortage Emergency Condition
requiring the implementation of Phase II Water Regulations**

RECITALS

- A. St. Helena Municipal Code Section 13.04.220 establishes that at any time that the City Council finds and determines a water shortage emergency condition exists within the criteria of Sections 13.04.230 through 13.04.250, and that it is necessary to limit usage by the customers of the municipal water department, the City Council shall adopt a resolution setting forth the applicable phase; and
- B. St. Helena Municipal Code Section 13.04.240 A.1 provides for implementation of a Phase II Water Emergency when the volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand reduction measures beyond the Phase I reductions being implemented; and
- C. Per the trigger system identified in St. Helena Municipal Code Section 13.04.240 A.3, the City Council has been advised by the Director of Public Works that a Phase II emergency was triggered at the beginning of October 2020.
- D. The City Council finds that the prerequisites for declaring a Phase II Water Shortage Emergency have been met.

RESOLUTION

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

- 1. To establish Phase II Water Emergency Regulations.
- 2. To establish a Water Advisory Board consisting of one City Council Member, one Planning Commissioner, one winery customer, and two public members, one of whom shall be solely a residential customer.
- 3. That the City Clerk shall cause to be published at least once, in a newspaper of general circulation published and circulated in the city, a notice declaring the establishment of such regulatory phase. Such notice shall set forth the limitations of water use applicable to the particular phase being established and shall further

declare that violations of such limitations are punishable in accordance with the provisions of Sections 13.04.290 and 13.04.310 of St. Helena Municipal Code. The establishment of a particular phase shall be completed and effective at midnight of the day on which the newspaper containing such notice is distributed.

Approved at a Regular Meeting of the St. Helena City Council on October 27, 2020, 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
Regular City Council - 27 Oct 2020 - AMENDED 10-
23-20

Agenda Section: OLD BUSINESS

Subject: *NEW ITEM 10-23-20

**City Council Discussion and Direction Regarding
Acknowledgement and Appreciation of the City's Public
Employees and First Responders for their Long Hours and
Hard Work Undertaken During the Glass Fire Emergency**

CEQA Not a CEQA project
Determination:

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

At the October 13, 2020, regular City Council meeting Council Member Koberstein recommended, in the wake of the Glass Fire, the City Council recognize the City's public employees and first responders for their long hours and hard work that was undertaken for the City of St. Helena. Council Member Koberstein also requested to agendaize a discussion for the City Council to discuss and consider other distinguishing recognition ideas. Mayor Ellsworth agreed with Council Member Koberstein's recommendations.

DISCUSSION

At the October 13, 2020, City Council meeting, Council Member Koberstein proposed the following suggestions for discussion, consideration, and direction:

- The commission of a large plaque that will be on public display in order to memorialize the thoughts and feelings as a community. Rather than place it on a building, Councilmember Koberstein suggested the City install the plaque downtown as a part of the sidewalk project – perhaps at Hunt and Main – where

for generations to come it will remind residents and visitors of our common experience and our resiliency.

- Place a banner across Main Street during Employees Week.
- Since "Thanks and Gratitude" has always been food related, Council Members could consider a culinary celebration for employees.
- Encourage residents and business to support local non-profits such as food banks.
- Coordinate with John Sorenson for a drive through lobster feed.
- Host a parade in November
- Create a Gratitude Wall which could be a physical or on-line messaging place where the community could individually express our thanks.

The City Council may discuss the recommendations provided or propose other suggestions for discussion and consideration.

FISCAL IMPACT

The fiscal impact is unknown at this time.

RECOMMENDED ACTION

Discuss and provide direction.



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: NEW BUSINESS

Subject: Quarterly Grant Report for FY 2021 Q1, for the period ending September 30, 2020

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report covers grant activity for the 1st Quarter of Fiscal Year (FY) 2021.

DISCUSSION

New Awarded Grant Applications in FY 2021 1st Quarter

The City of St Helena received two new grants award during 1st Quarter of Fiscal Year 2021.

Agency	Project	Award
HCD - Local Early Action Planning (LEAP) Grant	Housing Element update to facilitate compliance with the 6th Regional Housing Needs Allocation (RHNA) cycle.	\$65,000
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	\$120,000

Applications Pending

The City currently has eight grant applications pending.

Agency	Project	Amount
Bulletproof Vest Partnership	Purchase 4 new bulletproof vests.	\$1,600
HCD - HOME Investment Partnership Program: Project	Funding to aid in the construction of new rental housing at 963 Pope Street.	\$1,050,000
HCD - HOME Investment Partnership Program: Program	Funding to continue the Owner-Occupied Rehabilitation Program.	\$500,000
CDBG - Housing Rehabilitation Program	Funding for an Owner-Occupied Rehabilitation Program.	\$300,000
CDBG - Christine Apartments	Acquisition of a 4-unit rental property at 723 Hunt Avenue to preserve a low income housing site.	\$1,509,560
CDBG - Hunt's Grove Parking Lot	Expansion and improvements for Hunt's Grove parking lot.	\$200,000
CDBG - Business Assistance Grant Program	Provide Business Assistance grants to businesses impacted by COVID-19.	\$480,000
CDBG-CV1 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$74,484

Bulletproof Vest Partnership - The City submitted an application on June 16, 2020. If the application is approved the City will receive funding for 50% of the cost (up to a maximum cost of \$800 per vest) to purchase four new bulletproof vests. The total amount of funding requested is \$1,600.

HCD - HOME Investment Partnership Program: Project - In conjunction with Our Town St. Helena funding will be used to aid in the construction of new rental housing at 963 Pope Street. The property was recently acquired by Our Town St. Helena with a \$450,000 acquisition loan from the City and a short-term predevelopment loan of \$543,889 from Rural Community Assistance Corporation. HOME funding would provide low income units that would be subsidized with a HOME loan and potentially one very low income unit depending on the award. If approved the City will receive up to \$1,050,000 to support development of new construction rental housing and grant administration costs.

HCD - HOME Investment Partnership Program: Program - Funds will be used to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local buildings codes and for correction of all health and safety deficiencies. If approved the City will receive up to \$500,000 to continue the City's housing rehabilitation program.

CDBG - Housing Rehabilitation Program - Funds will be used to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local building codes and for

correction of all health and safety deficiencies. The total amount of requested funding is \$300,000.

CDBG - Christine Apartments - In conjunction with Our Town St. Helena funding will be used to acquire an existing 4-unit rental property at 723 Hunt Avenue. The acquisition of the building along with impositions of long-term rent restrictions will preserve a well-maintained, low-income housing site. The total amount of requested funding is \$1,509,560.

CDBG - Hunts Grove Parking Lot Project - Funds will be used to expand and improve parking for Hunt's Grove Apartments to create space for an additional 12 parked cars. The total amount of requested funding is \$200,000.

CDBG - Business Assistance Grant Program - Funds will be used to provide short-term working capital assistance to respond to the impacts from COVID-19 in order to retain jobs. The total amount of requested funding is \$480,000.

CDBG-CV1 - Childcare Scholarship Program - Funds will be used to provide childcare scholarships to income qualified families in order to provide support to families and childcare facilities that have been impacted by COVID-19. If awarded, the City will be partnering with Community Resources for Children (CRC) for the administration of the grant. The total amount of requested funding is \$74,484.

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$7.4 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CENIC on behalf of Califa	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied	\$ -	0.0%	The CENIC connection was completed in March 2019.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	Holding \$237,000 in retention until Conservation Easement is completed.
Environmental Protection Agency (EPA)	Upper York Creek Ecosystem Restoration	\$987,876	\$987,876	5.1%	Project is under construction as of 06/25/2020.
CalTrans/Federal - OBAG2	Main Street Pedestrian	\$1,206,000	\$351,000	0.0%	Planning and design

	Improvements				continues on this project on schedule.
SF Bay Area Integrated Regional Water Management (IRWM)	Upper York Creek Ecosystem Restoration	\$800,000	\$1,174,119	0.0%	Not eligible for reimbursement Grant share costs until required funding match is met.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$135,000	\$ -	25.1%	The fourth grant disbursement of \$33,750 was received July 2020.
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$1,356	\$1,356	0.0%	
CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$556,100	\$ -	0.1%	Design began in summer 2020 and construction is anticipated to begin 2021.
Department of Justice	Prop 56 - Hire law enforcement officer to manage programs educating and enforcing issues of underage tobacco use.	\$393,514	\$ -	20.7%	\$57,145 in reimbursements were received by June 30, 2020.
Housing and Community Development (HCD) - SB2 Planning Grant	Updates to current zoning code in order to implement housing policies and directives identified in the General Plan and in the 2015 Housing Element.	\$160,000	\$159,990	59.9%	Grant Draw #1 was requested and approved on 09/22/2020.
CalOES - HMPG	Purchase of generators and upgrading electrical panels to provide emergency backup power to City facilities.	\$485,392	\$161,797	0.0%	Project design is in progress with design completion in Fall 2020.
CalOES - PSPS Resiliency Allocation	Replace two generators at the treatment plants and purchase a roving generator.	\$300,000	\$ -	0.0%	Requests for Proposals are out for a portable generator with an RFP for design on the replacement at

					LSWTP underway.
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Closed Out Grants

Grant	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
Department of Housing and Community Development - HOME	Home repairs for Low-Income individuals via 0% interest loans.	\$500,000	\$ -	89.6%	All project completion reports were received by HCD in September 2019. Annual reports will continue to be submitted per the program requirements.

Flood Projects

- Measure A – On December 19, 2017, the Napa County Flood Authority approved Amendment No. 12 to the Agreement authorizing disbursement of the remaining Measure A funds through its sunset in June 2018 which was estimated to be approximately \$5.3 million. In March 2018 the City received a disbursement for \$1,053,609 and in September the City received a disbursement for \$3,970,518. In October, the City paid a total of \$5,120,250 towards the balance of the SRF Loan. In September 2019, the City received the final disbursement from the County for the remainder of Measure A funds in the amount of \$51,918.
- Department of Water Resources (DWR) – Public Works staff is working on completing the conservation easement as a requirement of the DWR grant. Once completed, the City will receive \$237,000 still held by DWR.

Non-Profit Grant Funding

For FY 2019/20 a total of 21 applications were funded. The charts below identify the grantee, project description, award amount, and percent of grant funds expended through June 30, 2020.

Community Enrichment Grants:

Grantee	Project Description	Award Amount	% of Grant Funds Expended	Notes
Boys and Girls Club	Power Hour - Homework Assistance Program	\$5,000	100.0%	
Community Organizations Active in Disaster (COAD)	COAD Community Response Table-Top Exercise	\$2,500	0.0%	Extension Approved
Friends of the Cameo	Arts in April 2020	\$10,000	100.0%	
Kiwanis Foundation St. Helena	St. Helena Kiwanis Foundations Scholarships	\$1,500	100.0%	Finalized on 08/25/2020.

Music in the Vineyards	2019 Music in the Vineyards Community Outreach Program	\$2,500	100.0%	
NapaShakes	NapaShakes On Screen in St. Helena	\$4,500	0.0%	Disencumbered
Nimbus Arts	Free Community Festival & Event Art Activities	\$6,000	100.0%	
Saint Helena Community Band	Saint Helena Community Band Yearly Performances	\$5,000	100.0%	
St. Helena Choral Society	3rd Annual A Capella Festival	\$3,000	100.0%	
St. Helena Historical Society	"St. Helena: History a la Carte" Project - Didactic Panels/Storyboards and Travelling Trunks Museum	\$5,000	100.0%	
Vailima Foundation	Gallery and Exhibition Improvement Project	\$5,000	0.0%	Extension Approved
	Totals	\$50,000	76.0%	

Programmatic Grants:

Grantee	Project Description	Award Amount	% of Grant Expended	Notes
Boys and Girls Club	Teen Center	\$30,000	100.0%	
California Federation of Women	Spelling Bee & Community Christmas Family Adoption Program	\$1,200	0.0%	Disencumbered
Collabria Care	UpValley Village Fee Waiver Program	\$6,000	56.7%	Extension Approved
Community Organizations Active in Disaster (COAD)	COAD Community Preparedness Events	\$5,300	0.0%	Disencumbered
Mentis	Mentis Teens Connect Teen Mental Health Program	\$29,400	12.3%	Extension Approved
Our Town St. Helena	Organizational Development & Assistance to Marietta HOA	\$25,000	100.0%	
Rianda House	Senior Center Wellness and Enrichment Programs	\$30,000	100.0%	
St. Helena Farmers' Market	Market Match Program	\$2,500	100.0%	
St. Helena Little League	St. Helena Little League Uniforms & Equipment	\$10,000	100.0%	
Up Valley Family Centers	Community Connections and Immigration Assistance	\$30,000	100.0%	
	Totals	\$169,400	79.4%	

Due to the COVID-19 Pandemic several non-profit grantees have contacted the City requesting a one-time six-month extension as a result of orders that the governor imposed that prohibited the completion of their projects within the original timeline. Under the current non-profit grant policy the City Manager has the authority to grant a

one-time six-month extension. Due to the extenuating circumstances the City Manager has granted one-time extensions to five grantees that have been impacted by the pandemic. Three grantees have disencumbered their awards.

The 2020/21 grant application period was opened at the beginning of December 2019 and closed on February 14, 2020. The City received a total of 27 applications and a total of 11 applications were funded. The charts below identify the grant type, grantee, project description, and award amount.

Grant Type	Grantee	Project Description	Award Amount
Community Enrichment	Friends of the Cameo	Drive-In Cinema	\$10,000
Programmatic	Boys & Girls Club	Teen Center	\$30,000
Programmatic	Collabria Care	UpValley Village Fee Waiver Program	\$6,000
Programmatic	Mentis	Mentis Teens Connect Teen Mental Health	\$20,000
Programmatic	Napa County Bicycle Coalition	Saint Helena Safe Streets	\$14,000
Programmatic	Napa Valley Community Organizations	Back to School Community Preparedness Event	\$4,900
Programmatic	Ole Health	OLE Health St. Helena Health Center	\$1,988
Programmatic	Our Town St. Helena	Preserve and Build Program	\$20,000
Programmatic	Rianda House Senior Activity Center	Senior Activity Center	\$30,000
Programmatic	St. Helena Farmers Market	Market Match Program	\$5,100
Programmatic	UpValley Family Center	Community Connections and Immigration Assistance	\$30,000
		Totals	\$171,988

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Receive and file report.



Report to the City Council
Regular City Council - 27 Oct 2020

Agenda Section: **NEW BUSINESS**

Subject: Fiscal Year 2020-21 First Quarter Finance Report

CEQA Not a CEQA project
Determination:

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council meeting a budget report showing the budget status at the end of the preceding quarter.

Staff has prepared the following for Council:

1. First quarter (Q1) staff report for Fiscal Year (FY) 2020-21. This report is a summary of transactions from July 1, 2020 through September 30, 2020.
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q1 FY 2020-21.
3. FY 2020-21 Q1 list of checks over \$50,000 (Attachment 1)
4. FY 2020-21 Q1 balance of all funds (Attachment 2)

DISCUSSION

Information presented below reflects transactions posted through September 30, 2020. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

General Fund

General Fund revenue received to date for FY 2020-21 is \$1,331,121 – 12% of General Fund revenue has been collected. General Fund revenue is divided into the following categories:

1. Property Tax
2. Sales Tax
3. Transient Occupancy Tax (TOT)
4. Other Taxes
5. Charges for Service
6. Fines and Forfeits
7. Licenses and Permits
8. Development Fees
9. Intergovernmental
10. Interest and Rents, and
11. Miscellaneous.

The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT. While the 12% collected for FY 2020-21 may seem low, this figure is normal due to timing of property tax and sales tax payments. Attachment 3 provides details on each of the revenue categories. Revenues for Q1 include a non-budgeted revenue received for Excess ERAF of \$400,795.

Due to COVID-19 shelter at home orders, FY 21 projections for both Sales and TOT are conservative and staff is closely monitoring revenue trends. Attachment 3(a) provides a summary of the estimated vs. actuals for these two categories. Sales tax revenues for August and September are not yet known. TOT for September shows only partially collected as it is not due to the City until October 31, 2020.

General Fund expenditures are \$3,607,966 for Q1 which is 32% of the adopted budget. Spending for FY 2020-21 is slightly higher than projected. This is primarily due to strike-team costs in the Fire Department. A budget adjustment will be brought to City Council at mid-year to account for the additional costs as well as the offsetting revenues. The high amount for Non-Departmental is attributed to the PERS Unfunded Liability payments made in Q1 and the low attorney costs are due to the timing of invoices. Attachment 4 provides a summary of expenditures by Department for FY 2020-21 Q1.

Water Enterprise Funds

Water Enterprise revenue received is \$1,390,466 or 20% of the estimated total revenues for FY 2020-21 through September 30, 2020. Revenues are slightly lower than anticipated. The previous FY 2019-20 Q1 revenues were at 23% for the same time period. In comparing the two years, the primary category which is lower than the previous year is General Commercial. Staff will continue to monitor the water revenues to see if a downward budget adjustment to revenues is necessary at mid-year. Attachment 5 provides details for Water Fund revenues. The negative amount recorded in 561-3870-0000 CARES Subsidy is due to the 1st Quarter subsidy amount yet to be transferred from the General Fund.

Water expenditures are \$1,684,478 for Q1 FY 2020-21. Overall Water Fund spending is at 27% for the Fiscal Year and is on target. The high amount for Non-Departmental is

attributed to the PERS Unfunded Liability payments made in Q1 and the low attorney costs are due to the timing of invoices. Attachment 6 provides a summary of spending by Department for FY 2020-21 Q1

Wastewater Enterprise Funds

Wastewater Enterprise revenue received is \$566,689 or 17% of the estimated total revenues for FY 2020-21. Revenues are slightly lower than anticipated. The previous FY 2019-20 Q1 revenues were at 18% for the same time period. While this is only a one percent difference, staff is concerned with the overall revenues and will continue to monitor this closely. The categories in which revenues are lower are General Commercial, Restaurants, Motels-No Food Service, and Industrial. It is assumed the lower wastewater consumption is due to the overall financial implications COVID-19 has had on the local economy. Staff will continue to monitor the wastewater revenues to see if a downward budget adjustment to revenues is necessary at mid-year. Attachment 7 provides details for Wastewater Fund revenues. The negative amount recorded in 571-3870-0000 CARES Subsidy is due to the 1st Quarter subsidy amount yet to be transferred from the General Fund.

Wastewater expenses are \$798,281 for Q1 FY 2020-21. Overall Wastewater Fund spending is at 28% for the Fiscal Year and is on target. The high amount for Non-Departmental is attributed to the PERS Unfunded Liability payments made in Q1 and the low attorney costs are due to the timing of invoices. Attachment 8 provides a summary of spending by Department for FY 2020-21 Q1.

Water and Wastewater Funds - Aging Report

Although this section is not part of the regular quarterly report, staff feels the aging report for the utility systems is important to review due to the COVID-19 emergency. Revenues for both the water and wastewater systems are recognized as soon as they are earned as opposed to when they are collected. Therefore, when the bi-monthly utility bill is processed the revenues are recorded in the financial software system. Staff has seen an increase in the number of past due accounts. It can not be determined the exact cause; however, it is believed to be due to the ongoing financial hardships created by COVID-19. Table 1 provides a summary of the past due amounts compared to the same time the previous year.

Table

Year	30-60 days	60-90 days	90-120 days	Over 120 days
9/30/19	\$35,885	\$21,881	\$6,285	\$60,360
9/30/20	\$6,558	\$109,031	\$33,347	\$103,966

All Funds

Attachment 2 provides a summary of the balance of all funds.

St. Helena CARES Low Income Subsidy

The St. Helena CARES subsidy program currently has 99 participants. The subsidy for FY Q1 2020-21 is \$12,973. Funds for the St. Helena CARES Low Income Subsidy program are included in the adopted FY 2020-21 budget.

Leak Adjustment Subsidy

On July 1, 2020, Phase I Water regulations took place. Under these regulations Leak Adjustments are not permitted. The following leak subsidy information is for leaks which occurred in May or June 2020 prior to the implementation of Phase I restrictions. Funds for these adjustments fall into the next Fiscal Year due to the timing of the billing cycle. The leak subsidy for Q1 2020-21 totals \$3,235.02. There were 13 leak adjustments; 7 of the adjustments were for residential properties. Of the leak adjustments, 4 were granted the maximum amount allowed for residential properties which is \$300 and 2 were granted the maximum amount allowed for non-residential properties which is \$500. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2020-21 budget.

FY 2020-21 Q4 Checks over \$50,000

Per staff recommendations on April 10, 2015, and as adopted by Fiscal Policy P-FI-0016, Attachment 1 provides an account of all checks over \$50,000.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Staff recommends the City Council receive and file the Q1 FY 2020-21 financial report.

ATTACHMENTS

[Attachment 1 - FY 21 Q1 Checks over \\$50,000](#)

[Attachment 2 - FY 21 Q1 Fund Balance Estimates at 09.30.20](#)

[Attachment 3 - FY 21 Q1 General Fund Revenue Worksheet Historical by Type](#)

[Attachment 3\(a\) - FY 21 Q1 Projected vs. Actual Sales and TOT](#)

[Attachment 4 - FY 21 Q1 General Fund Expenses](#)

[Attachment 5 - FY 21 Q1 Water Revenues](#)

[Attachment 6 - FY 21 Q1 Water Expenditures](#)

[Attachment 7 - FY 21 Q1 WW Revenues](#)

[Attachment 8 - FY 21 Q1 WW Expenditures](#)

Accounts Payable

Checks by Date - Summary by Check Date

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
109391	TPCC	Traffic & Parking Control Co., Inc.	07/09/2020	117,185.14
109398	NAP05	Westamerica Bank	07/09/2020	72,173.64
Total for 7/9/2020:				189,358.78
109409	KAISER	Kaiser Foundation Health Plan, Inc.	07/13/2020	55,757.72
109412	REMIF	REMIF	07/13/2020	66,594.96
Total for 7/13/2020:				122,352.68
109507	NAP05	Westamerica Bank	07/22/2020	83,386.01
109521	CCCINC	Coastside Concrete & Construction, Inc.	07/22/2020	50,658.75
109528	HYDROSCI	HydroScience Engineers	07/22/2020	52,888.26
109534	NAP06	NAPA, CITY OF	07/22/2020	147,497.48
Total for 7/22/2020:				334,430.50
109570	KAISER	Kaiser Foundation Health Plan, Inc.	07/23/2020	53,320.38
109580	REMIF	REMIF	07/23/2020	183,518.50
Total for 7/23/2020:				236,838.88
109605	CAROLLO	Carollo Engineers	07/31/2020	75,818.24
109619	MCCULL	McCullough Construction, Inc.	07/31/2020	52,235.00
109627	PGE	P G & E	07/31/2020	51,426.61
109634	VINTCONT	Vintage Contractors	07/31/2020	209,712.50
Total for 7/31/2020:				389,192.35
109680	NAP05	Westamerica Bank	08/06/2020	88,764.46
Total for 8/6/2020:				88,764.46
109685	BKF	BKF	08/10/2020	110,609.70
109696	NAP06	NAPA, CITY OF	08/10/2020	104,896.48
Total for 8/10/2020:				215,506.18
109729	BURKEWIL	Burke, Williams & Sorensen LLP	08/11/2020	50,776.80
Total for 8/11/2020:				50,776.80
109776	MCCULL	McCullough Construction, Inc.	08/18/2020	873,417.53
109788	REMIF	REMIF	08/18/2020	66,474.36
Total for 8/18/2020:				939,891.89

Check No	Vendor No	Vendor Name	Check Date	Check Amount
109814	NAP05	Westamerica Bank	08/27/2020	84,297.52
109829	CHASE	Chase	08/27/2020	465,034.74
109835	NAP06	NAPA, CITY OF	08/27/2020	141,375.15
109841	REMIF	REMIF	08/27/2020	360,104.00
109845	UNION	MUFG Union Bank, N.A.	08/27/2020	116,402.12
Total for 8/27/2020:				1,167,213.53
109894	EWKI	EKI Environment & Water Inc.	09/02/2020	123,018.46
109898	HYDROSCI	HydroScience Engineers	09/02/2020	50,122.30
109899	KAISER	Kaiser Foundation Health Plan, Inc.	09/02/2020	54,654.53
109904	PGE	P G & E	09/02/2020	54,873.29
109906	REMIF	REMIF	09/02/2020	66,615.36
109907	EWKI	EKI Environment & Water Inc.	09/02/2020	134,239.07
109925	NAP05	Westamerica Bank	09/02/2020	110,191.74
Total for 9/2/2020:				593,714.75
109976	WILMING	Wilmington Trust NA	09/11/2020	420,163.59
Total for 9/11/2020:				420,163.59
109981	KAISER	Kaiser Foundation Health Plan, Inc.	09/17/2020	53,339.31
110099	NAP05	Westamerica Bank	09/17/2020	119,585.97
Total for 9/17/2020:				172,925.28
110120	MCCULL	McCullough Construction, Inc.	09/25/2020	1,797,576.42
110143	EWKI	EKI Environment & Water Inc.	09/25/2020	88,697.46
110148	HYDROSCI	HydroScience Engineers	09/25/2020	104,543.30
110172	REMIF	REMIF	09/25/2020	72,892.00
Total for 9/25/2020:				2,063,709.18
Report Total (39 checks):				6,984,838.85

Fund	Description	Estimated Balance at 09/30/2020	Estimated Balance Without Long-term Receivables at 09/30/2020
101	General Fund	5,508,368	5,055,832
209	HOME Grant	407,998	18,702
211	EPA Grant	-	-
212	Dept. of Homeland Security	327	327
213	GVS Grant	23,688	23,688
216	Public Safety Impact	520,684	459,351
218	Public Library Foundation	1,296	1,296
219	CLSA State Library	2,088	2,088
222	Park Bond Act	222	222
223	Skate Park Lighting	1	1
224	Public Safety (COPS)	146,697	146,697
225	Gas Tax 215	7,996	7,996
226	Gas Tax 216	4,972	4,972
227	Gas Tax 2107	4,297	4,297
228	Gas Tax 21075	8,511	8,511
229	Gas Tax 2103	72,063	72,063
230	RMRA	28,069	28,069
235	Measure A	99,487	99,487
237	Emergency Flood Relief	172,380	172,380
238	Police Training Development	26,823	26,823
240	Measure T	902,877	902,877
241	Measure T - Class I Trails	167,604	167,604
277	Prop 56	(563)	(563)
278	BSCC Grant	2,560	2,560
279	Asset Forfeiture	57,711	57,711
283	Tree City	242,666	242,666
286	Bocce	46,973	46,973
287	Harvest Festival	1,873	1,873
288	Fourth of July	(1,981)	(1,981)
289	Recreation Program	96,535	96,535
291	SB-1186 State Fees	15,149	15,149
295	NOAA	2,680	2,680
329	Stabo Land Conservation	36,907	36,907
375	Murray Public Safety	14,745	14,745
380	Friends and Foundation	18,463	18,463
381	Ryan Trust	(3,813)	(3,813)
382	Martin Trust	4,886	4,886
384	Tweed Library	735,953	735,953
420	1996 GO Bonds	12,361	12,361
443	South St. Helena Drainage	29,783	29,783
561	Water Enterprise	6,645,158	6,645,158
562	1977 Water Bond	60,230	60,230
571	Wastewater Enterprise	2,837,522	2,837,522

Fund	Description	Estimated Balance at 09/30/2020	Estimated Balance Without Long-term Receivables at 09/30/2020
572	Wastewater Bond	25,418	25,418
581	IS Retiree Health	101,843	101,843
582	IS Garage	125,810	125,810
592	Equipment Replacement	225,965	225,965
593	Fire Dept. Capital Equipment	224,748	224,748
700	Flood Control Capital	131,061	131,061
713	Civic Improvement Impact	711,427	711,427
733	City-wide Capital Project	1,208,640	1,208,640
734	Park Impact	975,212	975,212
740	Traffic Mitigation Impact	2,710,860	2,710,860
741	Street Capital Improvement	1,006,832	1,006,832
742	Drainage Impact	788,367	788,367
743	TDA Grant	-	-
745	Parking In-Lieu	577,623	577,623
751	Affordable Housing	465,483	465,483
752	Measure E	184,798	184,798
763	Water Capital Project	1,025,533	1,025,533
764	Water Impact	343,906	343,906
773	Wastewater Capital Project	1,389,072	1,389,072
774	Wastewater Impact	643,990	484,615

Nonspendable = Resources that cannot be spent either because the underlying resources are not in spendable form or because the government is legally or contractually required to maintain the resource intact.

Restricted = Resources subject to externally enforceable constraints.

Assigned = Resources that are set aside by the government for a particular purpose.

Unassigned = Resources that are not categorized as nonspendable, restricted, committed or assigned.

Unrestricted Net Position = Difference between total net position and net investment in capital assets and restricted net position.

GF Revenue Update

Account	Description	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Adjusted 2020	Unaudited FY 2020	Adopted FY 2021	Adjusted FY 2021	Q1 FY 2021	% Collected Q1 2021
Property Taxes											
101-30-10-00-00	Property Tax-Secured	3,187,030	3,295,653	3,616,167	3,940,490	4,070,903	4,109,646	4,131,967	4,131,967	60,740	
101-30-11-00-00	ERAF Shift to State	89,610	94,115	200,292	342,386	309,857	309,857	-	-	400,795	
101-30-20-00-00	Property Tax-Unsecured	114,923	117,577	121,534	125,292	131,237	127,427	110,275	110,275	-	
101-30-30-00-00	Prior Year Property Tax	1,506	3,736	1,160	1,035	600	964	600	600	683	
101-30-90-00-00	Real Property Transfer Tax	110,376	111,591	82,829	83,805	120,611	67,964	110,000	110,000	-	
101-32-05-00-00	In Lieu VLF	593,294	639,236	681,160	726,626	691,604	776,392	752,058	752,058	-	
101-32-20-00-00	Homeowner Property Tax	15,376	15,533	15,352	15,555	17,057	15,260	17,057	17,057	-	
Property Taxes		4,112,115	4,277,441	4,718,495	5,235,189	5,341,869	5,407,511	5,121,956	5,121,957	462,218	9%
Sales Tax											
101-30-40-00-00	Retail Sales/Use Tax	2,511,879	2,868,566	2,950,480	3,159,579	3,220,900	2,822,979	1,559,500	1,559,500	274,498	
101-30-42-00-00	Public Safety Sales Tax	57,794	60,197	71,117	61,687	59,655	62,594	60,848	60,848	15,740	
101-30-43-00-00	Sales Tax In Lieu	521,022	-	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	-	296,936	1,726,923	1,743,519	1,817,900	1,650,599	880,200	880,200	149,948	
Sales Tax		3,090,695	3,225,699	4,748,520	4,964,784	5,098,455	4,536,172	2,500,548	2,500,548	440,186	18%
Transient Occupancy Taxes											
101-30-41-00-00	Sales Tax Increment Res 91-18	-	-	-	0	-	-	-	-	-	
101-30-50-00-00	Transient Occupancy Tax	2,014,498	2,281,834	2,841,607	3,296,741	3,362,928	2,483,332	1,237,500	1,237,500	190,769	
101-30-51-00-00	Transient Tax Penalty	34,334	54,403	21,973	64,084	17,959	11,067	8,859	8,859	433	
Transient Occupancy Taxes		2,048,832	2,336,237	2,863,580	3,360,825	3,380,887	2,494,399	1,246,359	1,246,359	191,202	15%
Other Taxes											
101-30-60-00-00	Franchise Tax	192,986	209,478	215,346	209,872	208,755	187,823	212,930	212,930	27,801	
Other Taxes		192,986	209,478	215,346	209,872	208,755	187,823	212,930	212,930	27,801	13%
Charges for Service											
101-30-61-00-00	Comcast PEG Access Fees	28,302	17,809	23,133	22,698	35,000	16,968	22,500	22,500	5,560	
101-30-75-00-00	Fire Inspection Fees	716	1,320	605	1,100	1,300	-	-	-	-	
101-31-21-00-00	Building Inspection Fees	3,818	540	-	-	-	-	-	-	-	
101-31-22-00-00	Building Admin Fees	4,098	135	-	-	-	-	-	-	-	
101-31-23-00-00	Other Fire Revenues	25,775	-	8	2,850	-	-	-	-	-	
101-33-10-00-00	Planning Fees	103	(4)	(5,703)	-	-	-	-	-	-	
101-33-30-00-00	Sales Of Maps/Publications	21	193	163	210	165	59	150	150	108	
101-33-50-00-00	Police Services	31,833	28,771	24,457	33,439	35,500	19,168	30,000	30,000	498	
101-33-51-00-00	Animal Control Services	-	-	-	-	-	-	-	-	-	
101-33-60-00-00	Administrative Fees	100	1,500	7,515	-	7,725	-	-	-	-	
101-33-70-00-00	Planning Fees	14,525	62,345	16,508	(53,936)	13,638	-	-	-	6,000	
101-33-80-00-00	Engineering Fees	812	7,057	7,710	1,800	2,500	675	1,800	1,800	-	
101-33-90-00-00	Street/Sidewalk/Curb Repair	-	-	-	-	-	-	-	-	-	
Charges for Service		110,102	119,666	74,395	8,161	95,828	36,870	54,450	54,450	12,167	22%
Fines and Forfeits											
101-31-40-00-00	Vehicle Code Fines	30,230	40,727	29,160	28,136	27,583	20,358	27,583	27,583	2,924	
101-31-50-00-00	Other Police Fines	37,872	24,134	40,613	36,260	28,279	24,621	28,279	28,279	1,225	
101-31-55-00-00	A/R Late Penalty	1,658	4,463	4,427	3,959	4,725	215	500	500	51	
101-33-63-00-00	Civil Penalties	41,000	65,400	106,778	149,264	45,450	92,700	45,000	45,000	-	
101-34-20-00-00	Library Fines & Fees	15,539	7,585	6,032	4,087	-	86	-	-	-	
Fines and Forfeits		126,299	142,309	187,010	221,705	106,037	137,979	101,362	101,362	4,199	4%
Licenses and Permits											
101-30-70-00-00	Application & Permit Fees	1,825	3,975	10,915	5,475	8,240	4,250	5,500	5,500	1,750	
101-30-80-00-00	Business License	159,728	149,779	152,551	156,715	154,896	155,017	154,896	154,896	5,896	
101-30-81-00-00	Business License Penalty	906	219	756	1,555	1,332	798	1,332	1,332	13	
101-31-20-00-00	Building Permits	486,542	549,240	492,301	482,404	486,160	552,044	291,696	291,696	103,029	
101-33-15-00-00	Short Term Rental Permit	17,200	13,500	31,500	15,750	27,500	31,500	17,500	17,500	-	
101-33-74-00-00	Planning App & Permit Fees	303,472	283,125	235,830	180,329	213,483	85,429	100,000	100,000	24,400	
101-33-84-00-00	Public Works App & Permit Fees	37,300	39,725	38,500	39,300	37,132	41,175	37,132	37,132	8,500	
101-33-86-00-00	Well Permit Fee	1,300	1,300	1,300	2,600	1,300	2,600	1,300	1,300	-	
Licenses and Permits		1,008,273	1,040,863	963,653	884,127	930,043	872,813	609,356	609,356	143,588	24%
Development Fees											
101-33-81-00-00	Public Works Land & Dev Fees	21,600	20,800	20,325	25,600	28,000	19,360	20,325	20,325	3,200	
Development Fees		21,600	20,800	20,325	25,600	28,000	19,360	20,325	20,325	3,200	16%
Intergovernmental											
101-32-10-00-00	Motor Vehicle In-Lieu	2,447	4,391	(3,176)	2,937	3,039	-	3,130	3,130	-	
101-32-40-00-00	Highway Maintenance	-	-	-	0	-	-	-	-	-	
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	48,855	48,855	48,855	48,855	-	
101-32-80-00-00	Emergency Relief	207,525	122,712	301,210	269,490	27,000	120,930	-	-	-	
101-34-61-49-00	Contrib from Gov - Police	1,351	-	-	9,221	-	-	-	-	8,484	
101-34-71-00-00	Reimb State Mandated Costs	21,037	-	7,965	4,538	2,040	-	2,040	2,040	1,647	
101-34-73-00-00	Other State Revenue	5,008	19	7	18	-	1,355	-	-	-	
101-34-75-00-00	Restitution	14,186	3,848	9,775	181,227	-	200	-	-	-	
101-36-80-00-00	Library Abatement	3,784	2,903	4,842	3,877	3,672	3,302	3,709	3,709	2,181	
101-38-00-80-00	Restitution Revenue	-	-	-	0	-	-	-	-	-	
101-38-70-00-00	Allocation from Other Agency	-	-	-	1,948	-	-	-	-	-	
Intergovernmental		304,193	182,726	369,478	522,112	84,606	174,642	57,734	57,734	12,312	21%
Interest and Rents											
101-31-70-00-00	Investment Earnings	50,720	(40,336)	(41,299)	262,296	28,000	215,290	70,000	70,000	-	
101-34-76-00-00	Cash Overage/Shortage	(250)	0	(0)	22	-	61	-	-	-	
101-31-75-00-00	Interest Income	1,569	-	4,834	(93)	-	-	-	-	-	
101-36-10-00-00	Rental Income	165,340	180,809	214,450	153,805	67,000	89,101	70,350	70,350	17,283	
101-36-12-00-00	Rec Programs Facility Rental	-	-	-	865	-	-	-	-	-	
101-36-11-00-00	Tennis Court Rentals	5,504	5,827	1,425	1,225	1,425	750	1,425	1,425	-	
Interest and Rents		222,883	146,300	179,410	418,120	96,425	305,202	141,775	141,775	17,283	12%

GF Revenue Update

Account	Description	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Adjusted 2020	Unaudited FY 2020	Adopted FY 2021	Adjusted FY 2021	Q1 FY 2021	% Collected Q1 2021
Miscellaneous											
101-33-20-00-00	Legal Cost Recovery	48,052	158,922	10,683	32,726	25,000	-	10,000	10,000	-	
101-33-21-00-00	Storm Drain Cost Recovery	-			-						
101-33-40-00-00	Other Filing/Certification Fee	21	193	163	-	165	200	165	165	-	
101-33-85-00-00	Public Wks Violation/Repair Fe	-			20						
101-34-21-00-00	TRB Library Revenue	-		20,000	5,475		-				
101-34-22-00-00	Library Copies	-	3,431	3,277	2,946	3,030	1,585	3,030	3,030	-	
101-34-23-00-00	Library Lost Material	-	503	313	617	404	500	500	500	-	
101-34-24-00-00	Library Room Rental	-	430	110	305	354	150	354	354	-	
101-34-31-00-00	Donations	1,743	1,000		0		300				
101-34-51-00-00	Sale of Capital Assets	-		18,137	1,155		-	-	-	3,795	
101-34-60-00-00	Contributions from non-govt	-		87,500	0		-				
101-34-61-00-00	Contributions from Government	-			0	160,000	-	75,000	75,000	12,497	
101-34-61-46-00	Contributions from Gov - Library	-		5,883	0		2,000				
101-34-68-00-00	TID Admin Fee	-			0		-				
101-34-70-00-00	Other Revenue	32,055	22,118	25,166	123,934	55,000	40,737	55,000	55,000	674	
101-34-70-22-47	Other Revenue - Jingle					5,000	4,389	14,000	14,000	-	
101-34-70-47-00	Other Revenue						-	120,000	120,000	-	
101-34-70-47-01	Other Revenue						-	20,000	20,000	-	
101-34-74-00-00	Insurance Refund	223			0	-	1,244				
101-39-98-00-00	Operating Transfers In	3,043	3,530	3,574	15,319	3,565	5,367	822,387	822,387	-	
Miscellaneous		85,137	190,126	174,805	182,495	252,518	56,471	1,120,436	1,120,436	16,966	2%
TOTALS		11,323,118	11,891,645	14,515,018	16,032,990	15,623,423	14,229,242	11,187,231	11,187,232	1,331,121	12%

SALES TAX AND TOT			
	FISCAL YEAR 2020-21		
	July	August	September
Sales Tax	30% of Prior Year Revenues		
Estimated	86,964	86,964	86,964
Actual	274,498		
Difference	187,534	(86,964)	(86,964)
FY 20 - estimated 25% of normal			
Measure D	30% of Prior Year Revenues		
Estimated	49,083	49,083	49,083
Actual	149,948		
Difference	100,865	(49,083)	(49,083)
FY 20 - estimated 25% of normal			
TOT	10% of Prior Year Revenues		
Estimated	32,508	32,508	32,508
Actual	95,077	93,133	2,559
Difference	62,569	60,625	(29,949)
Collection over/(under) estimates	350,969	(75,422)	(165,996)

General Ledger Quarterly Budget Report GF Expenses



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Period 01 - 03
Fiscal Year 2021

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,487,004.00	230,636.07	1,712,976.12	579,537.52	902,802.53	52.70
Council	359,272.00	39,322.75	398,594.75	31,538.52	327,733.48	82.22
Administration	938,675.00	123,733.91	976,159.62	226,709.98	625,715.73	64.10
Finance	381,921.00	52,539.47	431,856.48	112,666.00	266,651.01	61.75
Attorney	311,000.00	0.00	311,000.00	31,333.10	279,666.90	89.93
PlanningBuilding	1,172,809.00	241,736.96	1,421,982.21	260,642.08	919,603.17	64.67
Library	944,201.00	2,632.74	944,201.00	255,467.91	686,100.35	72.66
Parks & Recreation	785,816.00	0.00	785,816.00	141,339.75	644,476.25	82.01
Fire	1,414,558.00	9,647.70	1,414,558.00	670,886.94	734,023.36	51.89
Police	2,885,802.00	13,287.69	2,885,802.00	870,910.28	2,001,604.03	69.36
Public Works	2,492,005.00	115,027.50	2,570,658.58	426,933.81	2,028,697.27	78.92
Grand Total	13,173,063.00	828,564.79	13,853,604.76	3,607,965.89	9,417,074.08	0.6798

General Ledger Quarterly Budget Report Water Revenues



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Period 01 - 03
Fiscal Year 2021

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise				
561-38-10-00-00	Water Revenue	-1,500.00	-1,500.00	0.00	-1,500.00
561-38-10-00-01	Residential-Inside CL	-3,023,455.00	-3,023,455.00	-653,341.95	-2,370,113.05
561-38-10-00-50	Residential-Outside CL	-568,035.00	-568,035.00	-140,814.50	-427,220.50
561-38-10-01-00	Multi-Dwelling-Inside CL	-719,590.00	-719,590.00	-136,650.32	-582,939.68
561-38-10-01-50	Multi Dwelling-Outside CL	-20,478.00	-20,478.00	-4,537.60	-15,940.40
561-38-10-10-00	General Commercial-Inside CL	-2,145,372.00	-2,145,372.00	-386,886.01	-1,758,485.99
561-38-10-17-00	Landscape Meter	-209,320.00	-209,320.00	-64,846.40	-144,473.60
561-38-10-99-10	Fire Service-Inside CL	-25,262.00	-25,262.00	-3,894.78	-21,367.22
561-38-10-99-20	Fire Service-Outside CL	-12,967.00	-12,967.00	-2,327.54	-10,639.46
561-38-10-99-50	Finance Charges	-25,000.00	-25,000.00	1,032.00	-26,032.00
10	SB2 Planning Grant	-6,750,979.00	-6,750,979.00	-1,392,267.10	-5,358,711.90
561-38-40-00-00	Property Rentals	-8,400.00	-8,400.00	0.00	-8,400.00
40	Property Rentals	-8,400.00	-8,400.00	0.00	-8,400.00
561-34-51-00-00	Sale Of Capital Asset	0.00	0.00	-892.26	892.26
51	Sale Of Capital Asset	0.00	0.00	-892.26	892.26
561-38-60-00-00	Water Meter Install Fee	-5,500.00	-5,500.00	-963.80	-4,536.20
60	Water Meter Install Fee	-5,500.00	-5,500.00	-963.80	-4,536.20
561-31-70-00-00	Investment Earnings	-50,000.00	-50,000.00	0.00	-50,000.00
561-34-70-00-00	Other Revenue	-8,500.00	-8,500.00	-408.00	-8,092.00
561-38-70-00-00	CARE Subsidy	-22,700.00	-22,700.00	4,165.32	-26,865.32
70	CARE Subsidy	-81,200.00	-81,200.00	3,757.32	-84,957.32
561-33-80-00-00	Engineering Fees	-1,000.00	-1,000.00	0.00	-1,000.00
80	Engineering Fees	-1,000.00	-1,000.00	0.00	-1,000.00
561-33-83-00-00	Raw Water Permit Fees	-1,000.00	-1,000.00	-100.00	-900.00
83	Raw Water Permit Fees	-1,000.00	-1,000.00	-100.00	-900.00
561-33-87-00-00	Backflow Testing & Insp Fees	-150.00	-150.00	0.00	-150.00
87	Backflow Testing & Insp Fees	-150.00	-150.00	0.00	-150.00
Grand Total		-6,848,229.00	-6,848,229.00	-1,390,465.84	-5,457,763.16

<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>YTD Received</u>	<u>Uncollected</u>
		<u> </u>	<u> </u>	<u> </u>	<u> </u>
		<u> </u>	<u> </u>	<u> </u>	<u> </u>

General Ledger Quarterly Budget Report Water Expenditures



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Period 01 - 03
Fiscal Year 2021

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,272,346.00	43,000.00	1,315,346.00	945,831.94	326,514.06	24.82
Council	20,119.00	0.00	20,119.00	4,512.13	15,606.87	77.57
Administration	272,443.00	25,385.48	278,986.62	72,890.71	180,710.43	64.77
Finance	321,814.00	10,403.32	329,614.32	88,243.01	230,967.99	70.07
Attorney	130,000.00	0.00	130,000.00	24,296.29	105,703.71	81.31
Public Works	4,705,159.00	56,965.76	4,764,127.81	548,703.63	4,158,458.42	87.29
Grand Total	6,721,881.00	135,754.56	6,838,193.75	1,684,477.71	5,017,961.48	0.7338

General Ledger Quarterly Budget Report WW Revenues



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Period 01 - 03
Fiscal Year 2021

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	-20,000.00	-20,000.00	0.00	-20,000.00
31	SEWER ENTER. INVESTMENT EARNIN	-20,000.00	-20,000.00	0.00	-20,000.00
571-34-51-00-00	Sale of Capital Assets	0.00	0.00	-11,234.89	11,234.89
571-34-70-00-00	Other Revenue	-9,600.00	-9,600.00	0.00	-9,600.00
571-34-80-00-00	Annexation Fees	-2,600.00	-2,600.00	0.00	-2,600.00
34	SEWER ENTER. OTHER REVENUE	-12,200.00	-12,200.00	-11,234.89	-965.11
571-35-00-00-00	Residential	-1,472,369.00	-1,472,369.00	-281,271.51	-1,191,097.49
571-35-00-01-00	Multiple Dwelling	-216,912.00	-216,912.00	-50,340.29	-166,571.71
571-35-00-03-00	Laundromat	-14,531.00	-14,531.00	-2,298.58	-12,232.42
571-35-00-10-00	General Commercial	-1,251,227.00	-1,251,227.00	-175,674.07	-1,075,552.93
571-35-00-11-00	Restaurants	-130,036.00	-130,036.00	-16,162.50	-113,873.50
571-35-00-12-00	Service Station	-3,213.00	-3,213.00	-469.80	-2,743.20
571-35-00-14-00	Motels-No Food Service	-135,765.00	-135,765.00	-16,441.39	-119,323.61
571-35-00-15-00	Supermarkets	-17,935.00	-17,935.00	-2,055.43	-15,879.57
571-35-00-18-00	Mixed Retail-Plus Food Service	-19,463.00	-19,463.00	-2,655.56	-16,807.44
571-35-00-20-00	Industrial	-20,523.00	-20,523.00	-3,782.28	-16,740.72
571-35-00-30-00	Libraries & Schools	-37,773.00	-37,773.00	-7,631.26	-30,141.74
571-35-00-60-60	Car Wash	-2,123.00	-2,123.00	-360.57	-1,762.43
35	SEWER ENTER. SEWER-RESIDENTIAL	-3,321,870.00	-3,321,870.00	-559,143.24	-2,762,726.76
571-38-10-99-50	Finance Charges	-18,500.00	-18,500.00	650.82	-19,150.82
571-38-65-00-00	Sewer Connection Fee	-1,300.00	-1,300.00	0.00	-1,300.00
571-38-70-00-00	CARE Subsidy	-2,500.00	-2,500.00	3,038.06	-5,538.06
38	Dept	-22,300.00	-22,300.00	3,688.88	-25,988.88
571	Sewer Enterprise	-3,376,370.00	-3,376,370.00	-566,689.25	-2,809,680.75
Grand Total		<u>-3,376,370.00</u>	<u>-3,376,370.00</u>	<u>-566,689.25</u>	<u>-2,809,680.75</u>

General Ledger Quarterly Budget Report Wastewater Expenditures



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Period 01 - 03
Fiscal Year 2021

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	500,477.00	43,000.00	543,477.00	359,386.67	141,090.33	25.96
Council	20,119.00	0.00	20,119.00	4,512.08	15,606.92	77.57
Administration	191,369.00	17,745.36	195,893.12	51,234.56	126,913.20	64.79
Finance	262,840.00	9,743.29	269,980.29	69,167.66	191,069.34	70.77
Attorney	25,000.00	0.00	25,000.00	0.00	25,000.00	100.00
Public Works	2,261,657.00	90,439.77	2,327,146.48	313,979.96	1,922,726.75	82.62
Grand Total	3,261,462.00	160,928.42	3,381,615.89	798,280.93	2,422,406.54	0.7163