



**City of St. Helena
Regular City Council Meeting
Tuesday, April 12, 2022 @ 6:00 PM**

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

This meeting will be conducted pursuant to the provisions of Government Code Section 54953 (as amended by AB 361) which authorizes teleconferenced meetings under the Brown Act during certain proclaimed States of Emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. This teleconferenced meeting is necessary so that the City can conduct essential business and is permitted under Government Code 54953 in order to protect public health and safety of attendees.

Consistent with Government Code Section 54953, this City Council Meeting will be held via teleconference only, and will not be physically open to the public. City Council members and staff will teleconference into the meeting by audio and/or video. The meeting will be conducted via Zoom Webinar.

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@cityofsthelena.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.

ALTERNATIVE PUBLIC COMMENT VIA TELEPHONE BY RESERVATION

If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing publiccomment@cityofsthelena.org, or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

Please see the end of the agenda for detailed PUBLIC PARTICIPATION instructions.

Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofsthelena.org. The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://sthelena.civicweb.net/portal/>.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/89725966488>

Or One tap mobile :

US: +16699006833,,89725966488# or +12532158782,,89725966488#

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 +1 301 715 8592 or
+1 312 626 6799 or +1 929 205 6099

Meeting ID: 897 2596 6488

International numbers available: <https://us02web.zoom.us/j/89725966488>

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Esta reunión será realizada conforme a las provisiones del Código de Gobierno Sección 54953 (modificada por AB 361) la cual autoriza las reuniones de teleconferencia bajo el Acta Brown durante ciertos Estados de Emergencia. El gobernador de California proclamó Estado de Emergencia relacionado con el COVID-19 el 4 de marzo del 2020. Esta reunión por teleconferencia es necesaria para que la Ciudad pueda realizar deberes esenciales y es permitido bajo el Código de Gobierno 54953 en orden de proteger la salud pública y seguridad de los asistentes.

Consistente con el Código de Gobierno Sección 54953, esta reunión del Consejo de la Ciudad será realizada vía teleconferencia y no será físicamente abierta al público. Miembros del Consejo de la Ciudad y personal atenderán la reunión por audio y/ o video. La reunión será transmitida vía Zoom.

La reunión del Consejo 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 el ID de la reunión o llamando al número ubicado en la agenda e ingrese el ID de la reunión. Se aceptarán comentarios públicos para la reunión del Consejo de la Ciudad por correo electrónico a [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). Todos los comentarios públicos se harán públicos y se adjuntarán a la agenda, pero no se leerán en voz alta. Todos los comentarios públicos que se reciban después de las 4:00 PM se adjuntarán a la agenda del Consejo de la Ciudad al día siguiente.

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

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

Habrà traducción en español durante la junta

Haga clic en el enlace a continuación para participar en la reunión:

<https://us02web.zoom.us/j/89725966488>

O por iPhone one-tap:

US: US: +16699006833,,89725966488# or +12532158782,,89725966488#

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

ID de la Reunión: ID: 897 2596 6488

International numbers available: <https://us02web.zoom.us/j/89725966488>

Consulte el final de la agenda para obtener instrucciones detalladas de PARTICIPACIÓN PÚBLICA.

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Page

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Estimated start time: 6:02 p.m.

3. ADOPTION OF THE AGENDA

Estimated start time: 6:05 p.m.

4. ROLL CALL

Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy

Estimated start time: 6:08 p.m.

5. PUBLIC FORUM:

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

Estimated start time: 6:10 p.m.

6. 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.

Estimated start time: 6:20 p.m.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1. Proclamation Recognizing the Outstanding Contributions of our Local Healthcare Professionals and Volunteers in Response to COVID-19 Pandemic Presented to Dr. Steve Herber 17 - 18

Estimated start time: 6:40 p.m.

[Proclamation](#)

- 7.2. Proclamation Declaring St. Helena Stands in Solidarity with Ukraine 19 - 20

Estimated start time: 6:45 p.m.

[Proclamation](#)

- 7.3. Sexual Assault Awareness Month Proclamation Presented to Heather Bailie, Sexual Assault Victim Services Program Manager 21 - 22

Estimated start time: 6:50 p.m.

[Proclamation](#)

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)

Estimated start time: 6:55p.m.

- 8.1. Consideration and proposed approval of Regular Meeting Minutes of November 23, 2021 and March 22, 2022 and Special Meeting Minutes of October 2, 2020, December 3, 2020, December 7, 2020, April 1, 2021, June 22, 2021, June 29, 2021, November 15, 2021, March 15, 2022 and March 17, 2022. 23 - 60

CEQA Determination: Not a CEQA project  
Prepared By: Cindy Tzafoopoulos, City Clerk  
Recommendation:  
Adopt

[11-23-2021 Regular City Council AMENDED 11-19-21 - Minutes](#)  
[03-22-2022 Regular City Council - Minutes](#)  
[10-02-2020 Special City Council - Minutes](#)  
[12-03-2020 Special City Council Community Digital Roundtable for Racial and Social Justice - Minutes](#)  
[12-07-2020 Special City Council Glass Fire After Action Meeting - Minutes](#)  
[04-01-2021 Special City Council Goal Setting Meeting 2 - Minutes](#)  
[06-22-2021 Special City Council Applicant Interviews - Minutes](#)  
[06-29-2021 Special City Council Fire Workshop - Minutes](#)



[11-15-2021 Special City Council Community Workshop - Minutes](#)  
[03-15-2022 Special City Council - Minutes](#)  
[03-17-2022 Special City Council - Minutes](#)

- 8.2. Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$54,000 for non-native invasive species removal for the Upper York Creek Ecosystem Restoration, City Project No. W-26. 61 - 81

CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff recommends City Council adopt the attached Resolution.

[Staff Report - Pdf](#)

- 8.3. Consideration of Second Reading and Proposed Adoption of a Ordinance Adding Chapter 17.138 "Time Share Uses" and Sections 17.138.060 to Title 17, Zoning of the St. Helena Municipal Code, amending sections 17.48.030 (Central Business) and 17.52.030 (Service Commercial) and Deleting Section 17.112.130 of the St. Helena Municipal Code 83 - 117

CEQA Determination: Exempt

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Staff recommends that the City Council conduct the second reading by [title only and waive further reading and adopt the](#) Ordinance Adding Chapter 17.138 "Time Share Uses" and Sections 17.138.010-17.138.060 to Title 17, Zoning, of the St. Helena Municipal Code, amending sections 17.48 (Central Business) and 17.52 (Service Commercial) and Deleting Section 17.112.130 of the St. Helena Municipal Code.

[Staff Report - Pdf](#)

[Public Comment.Naseem Moeel](#)

[Public Comment.Shelley Hubner](#)

- 8.4. Consideration and Proposed Approval of a Resolution approving an Employment Agreement with David Jahns and Ratifying the City Manager's Appointment to serve as the Parks & Recreation Director; and in accordance with California Code Section 54953(c)(3) the recommended final action for Recreation Director beginning April 25, 2022 provides for an annual base salary of \$126,426 (Step A) with the following benefits, vehicle allowance of \$200 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 1 formula of 2% at 60, final compensation based on highest 12-month period 119 - 130

CEQA Determination: Not a CEQA project

Prepared By: Angela Cotton, Human Resources Manager

Recommendation:

Staff recommends the City Council adopt the attached resolution.

[Staff Report - Pdf](#)

- 8.5. Consideration and Proposed Approval of a Resolution Approving the Hiring of Napa Valley Community Housing (NVCH) by Our Town St. Helena to be the Property Manager for the Affordable Housing Projects located at 963 Pope Street and 723 Hunt Avenue in the City of St. Helena, California 131 - 148

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Staff recommends City Council approve the attached resolution.

[Staff Report - Pdf](#)

- 8.6. Consideration and Proposed Approval of a Resolution Declaring a Climate Emergency 149 - 161

CEQA Determination: Not a CEQA project

Prepared By: Preya Nixon, Asst. to the City Manager

Recommendation:

It is recommended that City Council consider the proposed resolution with the ATSC recommendations declaring a climate emergency.

[Staff Report - Pdf](#)

[Public Comment.Barbara Monnette](#)

[Public Comment.Susan Crosby](#)

9. PUBLIC HEARINGS

- 9.1. Consideration and proposed adoption of the following:

Adopt a resolution recommending that the City Council approve the Mitigated Negative Declaration / Mitigation Monitoring and Reporting Program for the project, make the required findings; and Adopt a resolution making specific findings and recommending City Council approve the proposed Mills Lane Storm Drain Improvements Project.

**\*This item was noticed to be heard at the November 9, 2021 regular City Council meeting and was subsequently continued to the December 14, 2021, January 11, 2022, January 25, 2022, February 8, 2022, February 22, 2022, March 8, 2022, April 12, 2022 regular City Council meetings. This item is being continued again to the April 26, 2022 regular City Council meeting.**

10. OLD BUSINESS

- 10.1. Consideration of Recommended Alignment of the Napa Valley Vine Trail Corridor Through the City of St. Helena (~~Staff report forthcoming~~ **Provided 4-8-2022**) 163 - 170

CEQA Determination: Not a CEQA project

Prepared By: James C. McCann, Interim City Manager

Recommendation:

Discussion and consideration of a Preferred Alignment of the Napa Valley Vine Trail through the City of St. Helena.

[Staff Report - Pdf](#)

[Public Comment.Ron Arata](#)

11. NEW BUSINESS

- 11.1. Discussion and Direction regarding Parking Impact Overlay District Potential Policy Changes to Incorporate into Comprehensive Zoning Code Update

171 - 196

Estimated start time: 8:00 p.m.

CEQA Determination: Exempt

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Provide direction to staff.

[Staff Report - Pdf](#)

[Presentation](#)

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

12.1.

**April City Council Meetings:**  
**4/26 (Staff reports due 4/8)**

***Presentation***

4/26 PG&E Presentation of downtown gas line replacement project

4/26 May as Monarch & Pollinator Awareness Month

4/26 Chief Sorensen's Fire Season Overview and Fire Prevention reminder. Presentation by Chris Warner, St Helena Fire Council.

4/26 NVC City Hall move update

***STAFF BRIEFING:***

4/26 WWTP construction project regular progress/status reports.

***CONSENT:***

4/26 Award of Contract for MarinIT for IT improvements at the NVC

4/26 Amendment No. 5 to Water Supply Agreement Between City of Napa and City of St Helena

4/26 Review and consideration of the 2021 St. Helena Annual Housing Element Progress Report.

4/26 Quarterly Grant Report FY22 3RD Quarter

4/26 Consideration and proposed adoption of a resolution (1) authorizing the City Manager to execute Amendment No. 2 to STH Contract: FY 2019-028 in the amount of \$48,340, to the Professional Services Agreement with Oscar Larson and Associates for designing CIP Projects: Tank 2 Rehabilitation W-101, Pump Station Upgrades W-106, and Rutherford Pump Station Upgrades W-110 for a total not-to-exceed amount of \$246,030, and (2) authorize the transfer of \$31,200 from Project W-101 Contingency to Project W-101 Design.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4/26 Mural Donation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b><i>PH or OLD / NEW BUSINESS:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4/26 Consideration and Proposed Approval of a Resolution adding a Utility Manager Position to Oversee both Water and Wastewater Operation Plants Public Works - Water/Wastewater Treatment Plants                                                                                                                                                                                                                                                                                                                                                    |
| 4/26 Chamber annual update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4/26 in person meetings discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| OB 4/26 Discussion and direction regarding criteria to be considered in selection of Mayor if measure G is approved by the voters                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b><u>May City Council Meetings:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>5/10 (Staff reports due 4/22)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>5/24 (Staff reports due 5/6)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b><i>Presentation</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5/10 May as Preservation Month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><i>STAFF BRIEFING:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5/24 WWTP construction project regular progress/status reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5/10 Utility rate study update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><i>CONSENT:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5/24 Consideration and action on a Resolution to amend the existing two year agreement with Housing Authority of the City of Napa to provide contract housing authority services (originally approved for an amount not to exceed \$88,114 for the two year period) for an increased overall contract amount of \$9,347 to cover anticipated increased costs over the remaining term of the contract.                                                                                                                                                |
| <b><i>PH or OLD / NEW BUSINESS:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5/24 Gun Safe Storage Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5/10 Utility rate study ad hoc appointments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| PH 5/24 The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).                                                                                                                                                                                                                                                                                                                                |
| PH Mills Lane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| OB Water Penalty Discussion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| OB Financial Policy Update                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| formula business policy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| OB Discussion, direction, and proposed approval of a resolution (1) rescinding Resolution 2017-75 and amending Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property and (2) authorizing a ceremonial flag recognizing LGBTQ Pride Month during the month of June.                                                                                                                                                                                                                                            |
| Consideration and proposed approval of a resolution: (1) approving Revision No. 3 to City Council Policy P-FI-0016 Financial Policy related to: (a) compliance with GASB Statement No. 98 updating the name, "Comprehensive Annual Financial Report" to "Annual Comprehensive Financial Report", (b) update language related to financing Capital Improvement Projects and (2) repealing an rescinding any previous policies or administrative memoranda which are inconsistent with City Council Policy P-FI-0016 Financial Policy, Revision No. 3. |
| <b><u>June City Council Meetings:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>6/14 (Staff reports due 5/27)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>6/28 (Staff reports due 6/10)</b>                                                                                                       |
| <b>PH or OLD / NEW BUSINESS:</b>                                                                                                           |
| 6/14 Consideration and Proposed Approval of a Resolution Temporarily Waiving Sign Fees for Business Recovery for Additional Twelve Months. |

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for April 26, 2022, at 6:00 p.m.

I do hereby certify that a copy of the foregoing agenda was posted on the City website on April 7, 2022. Republished 4-8-2022.



Cindy Tzaferopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1572 Railroad Avenue, St. Helena, California, during normal business

hours and by appointment. In addition, such writings or documents will be made available on the City's 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 AB361. 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 participant 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.

4. **Alternative Public Comment Via Telephone by Reservation**

If you would like to provide comments via telephone (not using Zoom) during the Council meeting, you can request a reservation from the City Clerk prior to 12:00 p.m. on the meeting day. The reservation request may be submitted to the City Clerk by emailing [publiccomment@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org), or by calling (707) 968-2752. When submitting the request, please identify your name, your telephone number (including the area code first), and the agenda item number you would like to comment on. During the Council meeting, a representative from the City Clerk's Office will call you when public comment is called for the requested item. You will then be able to provide your comments to the Council via telephone.

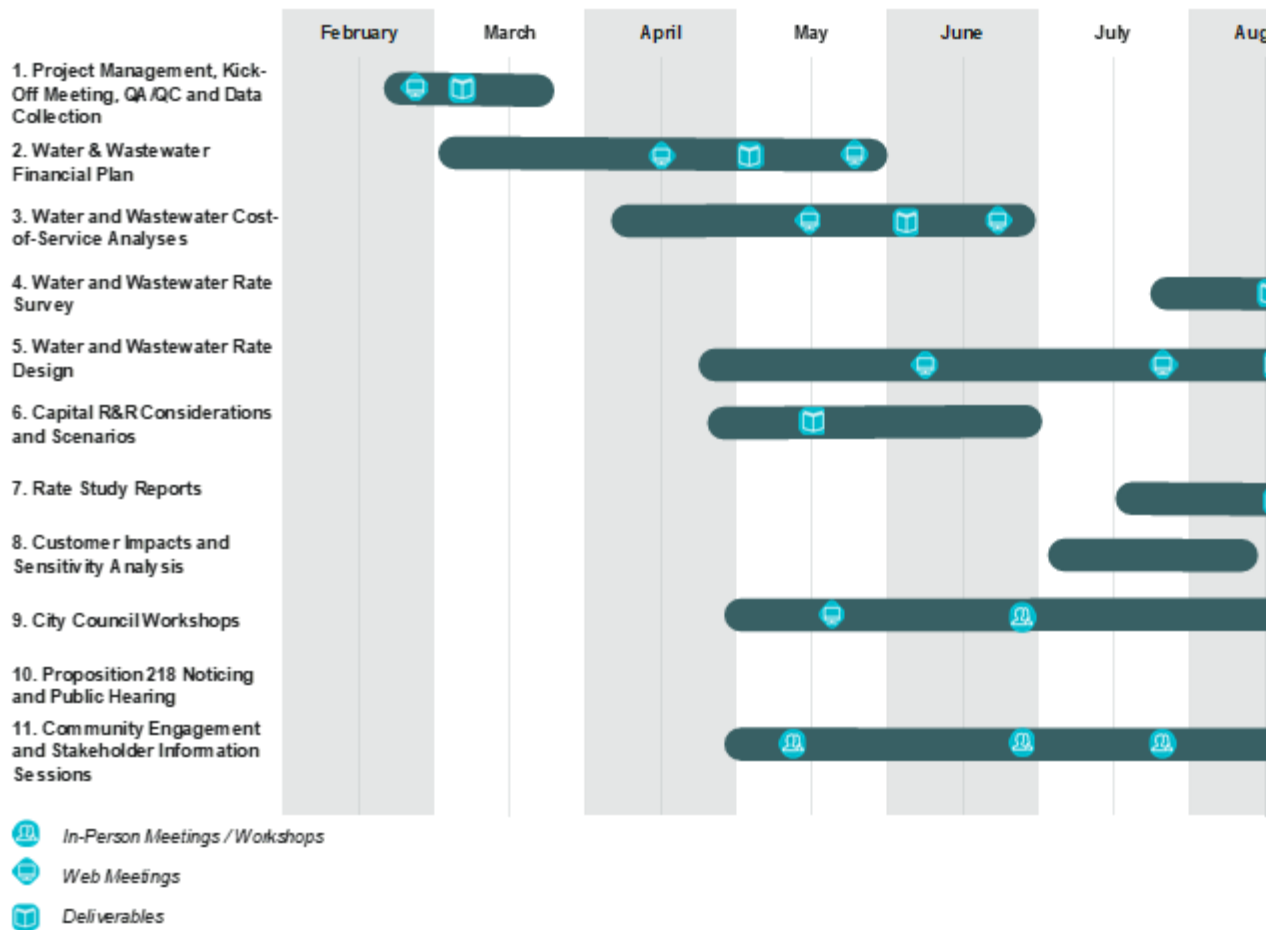
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En cumplimiento de la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, llame a la Oficina del Secretaría de la Ciudad (707) 967-2792. La notificación 72 horas antes de la reunión, como lo requiere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





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. Veala 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.

**PROCLAMATION RECOGNIZING THE OUTSTANDING CONTRIBUTIONS
OF OUR LOCAL HEALTH CARE PROFESSIONALS AND VOLUNTEERS IN RESPONSE TO THE
COVID-19 PANDEMIC**

WHEREAS, as we mourn the loss of nearly a million lives to COVID-19 nationally, we have come to recognize just how essential our public health efforts and public health workers truly are. Whether it is our local leaders who have taken evidence-based action to keep our community safe; or the staff and volunteers who have worked to slow the spread of the virus through testing, case investigation, and contact tracing; or the doctors, nurses, pharmacists, clinicians, and emergency responders who continue to provide around-the-clock care to those who have fallen ill, our public health professionals on the front lines of our response to COVID-19 deserve our recognition, respect and gratitude;

WHEREAS, the courage, resilience and dedication of these devoted individuals to continue delivering healthcare services in the face of danger and uncertainty serves to inspire each one of us to put community service above self; and

WHEREAS, we in St. Helena are fortunate to have top quality healthcare providers serving our community, including, in particular, St. Helena Hospital and St. Helena Hospital Foundation, as well as independent doctors, paramedics, laboratory technicians and other clinicians; and

WHEREAS, St. Helena Hospital since the beginning of the COVID-19 pandemic has treated more than 10,000 individuals through its emergency services, provided care for nearly 300 patients admitted for hospital stays due to COVID-19, and has provided support to our community with PPE donations, vaccination clinics, and important partnerships with the St. Helena Hospital foundation; and

WHEREAS, St. Helenans are privileged to have access to high-quality healthcare provided at all levels by numerous and varied disciplines. These professionals have served our community consistently and admirably while confronting head-on the risk of virus exposure to themselves and their families and enduring extreme exhaustion and a critically short-staffed workforce; and

WHEREAS, our local healthcare officials have lived up to their commitment to continue to provide high-quality care while ensuring ongoing patient safety and focusing attention and resources to the welfare of our entire City;

NOW THEREFORE BE IT RESOLVED, that the St. Helena City Council, for itself and on behalf of the entire community, gratefully recognizes all local healthcare workers, leaders, officials, and volunteers for their heroic dedication and selfless work in protecting and serving the residents of the City of St. Helena. Their sacrifice and service has not gone unnoticed and will not be forgotten.

BE IT FURTHER RESOLVED, that Geoff Ellsworth, Mayor of the City of St. Helena, and the entire City Council, do hereby recognize and honor the contributions of our local healthcare institutions, leaders, officials, employees and volunteers and express our sincerest gratitude to each of them for enduring so much during the pandemic, for answering the call to service without hesitation, and for placing the needs of our community ahead of their own.

Date: April 12, 2022

Geoff Ellsworth, Mayor

City of St. Helena PROCLAMATION

St. Helena Stands in Solidarity with Ukraine
March 29, 2022

Whereas, in 1991, at the beginning of the end of the Soviet Union, Ukraine gained its sovereignty after nearly 70 years under Moscow's control and thereafter continued its long and difficult pursuit of democracy, one that allows freedom of association, religion, speech and cultivation of Ukraine's rich culture; and

Whereas, despite Ukraine's declaration of independence and steadfast pursuit of democracy, after Russian President Vladimir Putin took power, he began his relentless efforts to regain control over Ukraine. On February 24, 2022, Putin launched a full-scale attack on the Ukrainian government and democracy itself, forcing millions to flee their homes, communities, and families to seek refuge in other nations; and

Whereas, the world has united to condemn Putin's blatant violation of international law, calling his action unprovoked and unjustified, and reassuring support for all actions taken by the Ukrainian military and all those defending their homeland; and

Whereas, the City of St. Helena stands in solidarity with the people of Ukraine, who are facing their darkest hour against this abhorrent assault on their country, their freedom and their lives. We recognize all those fighting for freedom and democracy in Ukraine and all of the resulting casualties and sacrifices. We hold dear the families who have taken up arms in this just cause and stand with Ukraine while this atrocity is being committed. We keep in our hearts and thoughts the innocent men, women, and children of Ukraine who seek to live their lives peacefully; and

Whereas, Ukraine and its courageous citizens continue to remind us how we must value our liberal democracy and not take for granted our own freedoms, which, at their core, include our American ideal of self-governance in the service of liberty. We have to fight for our democratic values, and we have to be ever vigilant against those forces that could lead to intolerance, exclusion, and foreign aggression, which then produces war, conflict, and unnecessary death; and

Whereas, the people of St. Helena join allies here in Napa County, the State of California and throughout the world in support of Ukrainian people in whatever way we can, including raising funds for those directly impacted, and we wish for a swift end to this barbaric violence and needless loss of life.

Now, therefore, be it resolved that the City Council of the City of St. Helena, on behalf of its citizens, hereby stands in solidarity with the people of Ukraine, commends the brave citizens in both Russia and Ukraine who are standing up against this brutal assault, and, beginning March 29, 2022, raises the Ukrainian flag in support of democracy everywhere and especially in support of the courageous Ukrainian people fighting for their country and seeking refuge from war and violence.

Dated: April 12, 2022

Geoff Ellsworth, Mayor

Paul J. Dohring, Vice Mayor

Anna Chouteau, Council Member

Eric Hall, Council Member

Lester Hardy, Council Member

City of St. Helena PROCLAMATION

NEWS: Recognizing April As Sexual Assault Awareness Month

April 2022

WHEREAS, across the Nation, April is recognized as Sexual Assault Awareness Month and this year's campaign, "**Embrace Your Voice**", is dedicated to raising public awareness about sexual violence and educate communities on how to prevent it; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five (5) women and one in 67 men have been raped at some time in their lives; and one in six boys and one in four girls will experience sexual assault before age 18; and

WHEREAS, Sexual Assault Awareness Month is intended to spread knowledge that sexual violence is a widespread problem that can happen to anyone. "**Embrace Your Voice**" is about stopping sexual violence before it happens by promoting safety, respect and equality. It is about standing up and speaking out against harmful cultural norms and attitudes that allow sexual violence to persist.

WHEREAS, our words shape the world around us. Whether we speak out against locker room talk or help someone better understand these issues, our voices are powerful and necessary in this conversation; and

WHEREAS, prevention is possible when Individuals embrace their voices to show their support for survivors, stand up to victim blaming, shut down rape jokes, correct harmful misconceptions, promote everyday consent, and practice healthy communication with kids; and

WHEREAS, Sexual Assault Victim Services, a program of NEWS, has promoted healthy sexuality and prevention of sexual violence for 40 years and provides 24-hour help line service to survivors and their families. NEWS' Sexual Assault Victim Services requests public support as it continues its effort to create a future free from violence for everyone.

NOW, THEREFORE I, Geoff Ellsworth, Mayor of the City of St. Helena, on behalf of the St. Helena City Council, join Sexual Assault Victim Services, advocates and communities across the country in taking action to prevent sexual violence. I do hereby proclaim **April 2022 as Sexual Assault Awareness Month, in St. Helena**, and I ask the entire community to join in their effort, not only in April, but all year long, to be part of the effort to end sexual violence.

Dated: April 12, 2022

Geoff Ellsworth, Mayor

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, November 23, 2021 @ 6:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ADOPTION OF THE AGENDA**

City Clerk Cindy Tzaopoulos noted that public comment for the closed session items 13.1 and 13.2 would be heard both after public forum and during the item.

Council Member Eric Hall moved to adopt the agenda as amended. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

- 5. PUBLIC FORUM:**
No public comment was received.
- 6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:**
Reports were made by staff and City Council.

City Attorney Ethan Walsh noted no reportable action from the closed session meeting held at 5:00 pm on November 23, 2021 and will report out on closed session

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items 13.1 and 13.2 at the December 14, 2021, regular City Council meeting.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

7.1 None

8. STAFF BRIEFING

8.1 None

9. CONSENT ITEMS

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

9.1 Consideration and proposed approval of Regular Meeting Minutes of November 9, 2021 and Special Meeting Minutes of November 9, 2021.
Prepared By: Cindy Tzaopoulos, City Clerk

9.2 Consideration and proposed adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2021.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Adopt a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2021.

9.3 Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Napa County Resource Conservation District, in an amount not-to-exceed \$74,975 for York Creek Project Year 2 Monitoring Services for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

CEQA Determination: Environmental Impact Report (SCH. No. 2006092096)

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Staff Recommends City Council Adopt the attached Resolution.

9.4 Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Approve the Attached Resolution Making Findings and Determinations Under AB 361.

Regular City Council
November 23, 2021

Vice Mayor Paul Dohring moved to approve Consent items 9.1 through 9.4.
The motion was seconded by Council Member Eric Hall and on roll call carried
by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member
Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

10. PUBLIC HEARINGS

- 10.1 Appeal filed by George Caloyannidis to overturn the October 5, 2021 denial of his applications for demolition permit and design review in order to demolish an existing single-family residence to accommodate the construction of a new single-family home on the property located at 1420/1428 Allyn Avenue in the Medium Density Residential zoning district. The project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15301 and Section 15303.

CEQA Determination: Exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15301 and Section 15303.

Prepared By: Aaron Hecock, Senior Planner

Recommendation:

The City Council has two actions to take: 1) One relating to CEQA; and 2) Pertaining on whether to approve or deny the appeal:

CEQA:

1. Determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15301 and Section 15303; and

Appeal Recommended Action Options:

2a. Approve a resolution granting the appeal thereby approving demolition permit and design review for the proposed demolition and new construction on the property located at 1420/1428 Allyn Avenue.

2b. Approve a resolution denying the appeal based upon specific findings thereby denying demolition permit and design review for the proposed demolition and new construction on the property located at 1420/1428 Allyn Avenue.

Mayor Ellsworth opened the public hearing.

Senior Planner Aaron Hecock presented on the item.

Appellant George Caloyannidis and Appellant Attorney James Rose addressed

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November 23, 2021

the City Council.

Nancy Dervin addressed the City Council.

Mayor Ellsworth closed the public hearing.

Council Member Lester Hardy moved to determine that the project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15301 and Section 15303; and approve a resolution granting the appeal thereby approving demolition permit and design review for the proposed demolition and new construction on the property located at 1420/1428 Allyn Avenue.

The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11. OLD BUSINESS

- 11.1 Staff briefing and City Council discussion and direction regarding the recommended plan of finance for CIP S-52 WWTP Upgrade Project.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Discussion and direction regarding the recommended plan of finance for CIP S-52 WWTP Upgrade Project.

Administrative Services Director April Mitts presented on the item.

No public comment was received.

It was the consensus of the City Council to agree with the staff recommendation to use the wastewater fund balance of approximately \$2.3 million dollars to maintain cash reserve at 25% or three months with the fund loan from traffic mitigation fees as the second source and if necessary, in general fund reserves as the last resort with the condition that a discussion is brought back to City Council before taking funds from the general fund.

Council called for a break at 7:47 p.m. and resumed the meeting at 8:00 p.m.

Regular City Council
November 23, 2021

11.2 Discussion, Consideration, and Direction of the Following Requests by Our Town St. Helena (OTSH) regarding the property at 963 Pope Street:

1. The City to extend the current acquisition loan (\$450,000 at zero percent interest) for up to 12-months from the current maturity date, extending the maturity date to December 9, 2022 (potential adoption of a resolution); and
2. Effective immediately, the City's Affordable Housing Trust Funds (Funds 751 and 752) will cover the RCAC loan interest payments (approximately \$1,900 per month) while OTSH pursues other financing. This would amount to approximately \$22,800 to cover interest only payments from October 2021 to October 2022 when the RCAC loan comes due; and
3. The City to provide a \$250,000, zero percent interest loan to OTSH to either (a) repay a portion of the RCAC loan, which has a current loan balance of \$543,889, thereby reducing monthly interest payments and debt on the property, or (b) to serve as permanent financing to make the project more competitive for the upcoming HOME funding application.

CEQA Determination: Approval of a resolution amending the Loan Agreement for the acquisition of 963 Pope Street is governed by Section 15310 of State CEQA Guidelines which exempts the approval of mortgages of the purchase of existing structures where the loan will not be used for new construction.

Prepared By: April Mitts, Administrative Services Director

Recommendation:

Discussion and Direction on the request from Our Town St. Helena, and possible adoption of a Resolution.

Administrative Services Director April Mitts presented on the item.

Our Town St. Helena representative Erica Sklar addressed the City Council.

No public comment was received.

Council Member Lester Hardy moved to approve the Resolution presented in the staff report and give staff direction to come back to City Council with a Resolution for the second and third requests but with respect to the larger contribution of long-term financing; and regarding the third piece, to direct staff to bring back a Resolution approving long-term financing in the amount of \$250,000. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

Regular City Council
November 23, 2021

ABSTAIN: None
RECUSE: None

12. NEW BUSINESS

12.1 None

13. CLOSED SESSION:

13.1 *NEW ITEM ADDED 11-19-21

Conference with Legal Counsel – Existing Litigation (Sec. 54956.9)

Name of Case: Pacaso Inc., et al v. City of St. Helena, Case No. 4:21-cv-02493-WHO (U.S. Dist. Court, N.D. Calif.)

Clare Barr, Tricia Smith, Yael Bernier, Connie Wilson addressed the City Council.

13.2 Conference with Legal Counsel - Existing Litigation (Sec. 54956.9)

Name of case: Hall Vineland, LLC et al. v. City of St. Helena et al., Napa County Superior Court Case No. 19CV000897

Anna Chouteau recused herself from item 13.2. due to her husband working at Hall.

No public comment was received.

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

14.1	<u>December City Council Meetings:</u>
	12/14 (Staff reports due 11/19)
	12/28 (Staff reports due 12/10) – MTG CANCELLED
	<i>Presentation</i>
	12/14Arbor Day Proclamation
	<i>STAFF BRIEFING:</i>
	Update on Waste Water Treatment Plant Upgrade Project (report every other month – January next report out)
	<i>CONSENT:</i>
	12/14 Water supply forecasting
	12/14 Receive and File FY 2020-21 Annual AB 1600 Report on Development Impact Fees.
	12/14 Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Analytical Environmental Services (AES) a division of Montrose Environmental, in an Amount Not-to-Exceed \$119,112 for Compliance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for the Wastewater

Regular City Council
November 23, 2021

Treatment and Reclamation Plant Phase I Upgrades, City Project No. S-52.
<i>PH or OLD / NEW BUSINESS:</i>
12/14 OB Update Presentation on the Vine Trail alignment through St. Helena
12/14 PH - Consideration and proposed adoption of a resolution approving five-year list of projects under Measure T Program; and determining that the actions authorized by this resolution are exempt from CEQA.

15. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:47 p.m.

The regular meeting minutes of November 23, 2021 were adopted at the April 12, 2022 regular meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, March 22, 2022 @ 6:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPTION OF THE AGENDA**

3.1 Adoption of the agenda

City Clerk Cindy Tzaopoulos noted no changes to the agenda.

Council Member Lester Hardy moved to adopt the agenda as presented. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 4. ROLL CALL**
- 5. PUBLIC FORUM:**
No public comment was received.
- 6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:**

Reports were made by staff and City Council.

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March 22, 2022

Council Member Choteau requested a future agenda item regarding the safe storage Ordinance of all firearms. Council Member Hardy agreed.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1 National Library Week Proclamation presented to St. Helena Library Staff
Lynne Albrecht , Mariah McGuire and Cecilia Raffo

Estimated start time: 6:30 p.m.

Library Staff Lynne Albrecht, Mariah McGuire and Cecilia Raffo addressed the City Council.

- 7.2 One Bay Area Grant Cycle 2 (OBAG 2) Program to Address the Calistoga to St. Helena Vine Trail Funding Shortfall Presentation by Kate Miller, NVTA Executive Director

Estimated start time: 6:40 p.m.

Kate Miller, NVTA Executive Director addressed the City Council.

8. STAFF BRIEFING

- 8.1 None

9. YOUTH REPRESENTATIVE BRIEFING

- 9.1 None

10. 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)

- 10.1 Consideration and proposed approval of Regular Meeting Minutes of March 8, 2022

Prepared By: Cindy Tzaopoulos, City Clerk

Item 10.2 was removed from consent.

- 10.2 ~~Conduct a Second Reading and Proposed Approval of an Ordinance Adding Chapter 2.76 to Title 2 of the St. Helena Municipal Code Relating to Electronic and Paperless Filing of Campaign Disclosure Statements~~

Item 10.3 was removed from consent.

- 10.3 ~~February 2022 Review and Forecasting of City Water Supply Availability~~

Regular City Council
March 22, 2022

10.4 Adoption of Resolution Making Findings and Determinations under AB 361 for the Continuation of Virtual Meetings.

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Approve the Attached Resolution Making Findings and Determinations Under AB 361.

Council Member Anna Chouteau moved to approve Consent items 10.1 and 10.4. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

10.2 Conduct a Second Reading and Proposed Approval of an Ordinance Adding Chapter 2.76 to Title 2 of the St. Helena Municipal Code Relating to Electronic and Paperless Filing of Campaign Disclosure Statements

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Introduce first reading and approve by title only and waive further reading.

10.3 February 2022 Review and Forecasting of City Water Supply Availability

CEQA Determination: Exempt

Prepared By: Martin Beltran, Management Analyst

Recommendation:

Receive and file.

Council Member Chouteau pulled item 10.3.

Eric Jansen addressed the City Council.

It was the consensus of the City Council to agendaize item 10.3 at a later date for a more in-depth discussion.

Council Member Lester Hardy moved to approve items 10.2 and 10.3. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

Regular City Council
March 22, 2022

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

11. PUBLIC HEARINGS

- 11.1 Ordinance Adding Chapter 17.138 "Time Share Uses" and Sections 17.138.060 to Title 17, Zoning of the St. Helena Municipal Code, amending sections 17.48.030 (Central Business) and 17.52.030 (Service Commercial) and Deleting Section 17.112.130 of the St. Helena Municipal Code

CEQA Determination: Exempt

Prepared By: Ethan Walsh, City Attorney

Recommendation:

Staff recommends that the City Council introduce by [title only and waive further reading of](#) an Ordinance Adding Chapter 17.138 "Time Share Uses" and Sections 17.138.010-17.138.060 to Title 17, Zoning, of the St. Helena Municipal Code, amending sections 17.48 (Central Business) and 17.52 (Service Commercial) and Deleting Section 17.112.130 of the St. Helena Municipal Code.

City Attorney Ethan Walsh presented on the item.

Naseem Moeel, Connie Wilson, Clare Barr, Elaine de Mann, Shelley Hubner, Pam Smithers, Tricia Smith, Nancy Dervin addressed the City Council for public comment.

Vice Mayor Paul Dohring moved to introduce by title only and waive further reading of the Ordinance. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

- 11.2 Consideration and proposed adoption of the following:

Adopt a resolution recommending that the City Council approve the Mitigated Negative Declaration / Mitigation Monitoring and Reporting Program for the

Regular City Council
March 22, 2022

project, make the required findings; and Adopt a resolution making specific findings and recommending City Council approve the proposed Mills Lane Storm Drain Improvements Project.

***This item was noticed to be heard at the November 9, 2021 regular City Council meeting and was subsequently continued to the December 14, 2021, January 11, 2022, January 25, 2022, February 8, 2022, February 22, 2022 and March 8, 2022 regular City Council meetings. This item is being continued again to the April 12, 2022 regular City Council meeting.**

12. OLD BUSINESS

- 12.1 Discussion and Consideration of Recommended Alignment of the Napa Valley Vine Trail Corridor Through the City of St. Helena (~~Staff report forthcoming~~ Provided 3-17-22)

CEQA Determination: Not a CEQA project

Prepared By: Preya Nixon, Asst. to the City Manager

Recommendation:

Discussion and Consideration of a Preferred Alignment of the Napa Valley Vine Trail Corridor Through the City of St. Helena and Direction to Staff to Communicate Result of Consideration With Napa County and the Napa Valley Vine Trail Coalition.

Jim McCann introduced the item and Assistant to the City Manager Preya Nixon presented.

Project representatives Shawn Casey-White and Chuck McMinn, Graham Wadsworth addressed the City Council.

Phillip Sales, Larry Vermeulen, Stephanie Iacobacci, Pam Smithers, Jerome Booker, Matt Francois, Kara Vernor, Natalie Mattei, Kim Phinney, Jim Gamble, Tony Leonardini, Nancy Dervin, Mark Smithers, Annemarie Ridgway, Annette Smith, Chris Blanchard, Deacon Wightman, Maryam Dubbeldam and Jodie Nieman addressed the City Council for public comment.

Council Member Anna Chouteau moved to add a half an hour to the meeting, continuing to 9:30 p.m. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Regular City Council
March 22, 2022

Council Member Eric Hall moved to extend the meeting to 10:00 p.m. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

It was the consensus of the City Council for this item to be brought back with a clarified direction at the next City Council meeting of April 12, 2022. Staff will present information around funding, cost impact and a preferred alignment with considerations around parking impacts and maintenance.

13. NEW BUSINESS

Item 13.1 was not heard and it was the consensus of the City Council to move item 13.1 to be heard at a Special meeting on Friday, March 25, 2022.

13.1 Consideration and recommended approval of:

1. Resolution approving a Professional Services Agreement with Raftelis Financial Consultants to provide services associated with a Water and Wastewater Rate Study for a total not to exceed amount of \$146,310 and a budget increase to 561-43-00-21-45 in the amount of \$73,155 utilizing water enterprise fund balance and a budget increase to 571-43-00-21-45 in the amount of \$73,155 utilizing wastewater enterprise fund balance; and
2. Provide preliminary direction on rate study approach

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Asst. Administrative Services Director

Recommendation:

Adopt the attached resolution and provide preliminary Council direction on certain aspects of the rate study approach.

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

14.1	April City Council Meetings: 4/12 (Staff reports due 3/25) 4/26 (Staff reports due 4/8)
	Presentation
	4/12 2022 Sexual Assault Awareness Month Proclamation

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4/26 Healthcare workers Proclamation
5/10 May as Preservation Month
CONSENT:
4/12 PSA with Artemis Habitat for Invasive Species Management for the Upper York Creek
4/12 Award of Contract for MarinIT for IT improvements at the NVC
4/26 Quarterly Grant Report FY22 3RD Quarter
PH or OLD / NEW BUSINESS:
4/12 Review and Feedback of Scope for new Diversity, Equity and Inclusion Committee
4/12 Consideration and Proposed Approval of a Resolution adding a Utility Manager Position to Oversee both Water and Wastewater Operation Plants Public Works - Water/Wastewater Treatment Plants
OB 4/12 Water Penalty Discussion
OB 4/12 Financial Policy Update
4/26 formula business policy

15. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 9:48 p.m.

The March 22, 2022 regular City Council meeting minutes were adopted at the April 12, 2022 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Friday, October 2, 2020 @ 10:00 AM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

4. NEW BUSINESS:

- 4.1 Ratify Emergency Declaration Issued by the City Manager/Director of Emergency Services Proclaiming the Existence of a Local Emergency Related to the Glass Fire (Resolution forthcoming)

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Adopt Resolution No 2020-99 ratifying the declaration of a local emergency.

City Manager Mark Prestwich reported on the item.

Council Member Knudsen requested to agendaize a future discussion regarding what the public can do without outside help in an emergency. Mayor Ellsworth agreed.

Council Member Koberstein requested that the containment should be updated from 0% to 6% in the whereas clause of the proposed Resolution. Vice Mayor Dohring requested adding "hazardous smoke conditions" and for City Attorney Walsh to add the initial evacuation order date to the Resolution.

Special City Council
October 2, 2020

No public comment was received.

Council Member Anna Chouteau moved to approve the Resolution as read by the City Attorney and as amended. The motion was seconded by Council Member Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

5. ADJOURNMENT

Vice Mayor Dohring adjourned the meeting at 10:42 a.m.

The special meeting minutes of October 2, 2020 were adopted at the April 12, 2022 regular meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Thursday, December 3, 2020 @ 6:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member David Knudsen, and Council Member Mary Koberstein

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

4. NEW BUSINESS:

4.1 Digital Community Roundtable Discussion on Diversity, Equity, and Inclusion.

Tiffany Hoang, the Co-founder of Circle Up Education addressed the City Council.

Doug Boesch, Alisha Sommer, Michael Sommer, Norma Ferriz, Lilea Heine, Malcolm McClain, Amy Denney Zuniga, Rosaura Segura, Luis De Haro, Charlie Toledo, Julio Olguin, Joe Brawdy, Amelia Hardy, Beth Myers, Molly Hill and Anna Brittain addressed the City Council for public comment.

5. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:18 p.m.

The special meeting minutes of December 3, 2020 was adopted at the April 12, 2022 regular meeting.

APPROVED:

ATTEST:

Special City Council
December 3, 2020

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Monday, December 7, 2020 @ 6:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Mary Koberstein

Absent: Council Member David Knudsen

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT:

Joe Schoendorf, Mariam Hansen and Robin McGuire addressed the City Council.

4. NEW BUSINESS:

- 4.1 Post-Glass Fire Community Forum to Receive Feedback on Disaster Response, Including what Worked Well, Opportunities for Improvement and Solutions for Future Disaster Mitigation.
Prepared By: John Sorensen, Fire Chief

Fire Chief John Sorensen, Lieutenant Justin Tharp, Police Chief Chris Hartley reported on the item.

Supervisor Diane Dillon addressed the City Council.

The public participated in breakout rooms to discuss the item and a point person reported out from each group. Greg Reynolds, Joe Schoendorf, Bernard Lauper, Citizen, Norma Ferriz, Robin McGuire and Mariam Hansen addressed the City Council.

5. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 8:53 p.m.

The special meeting minutes of December 7, 2020 was adopted at the April 12, 2022 regular meeting.

Special City Council
December 7, 2020

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Thursday, April 1, 2021 @ 8:30 AM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA

City Manager Mark Prestwich noted that the discussion for item 5.2 will not share comprehensive results but will be brought back to the Council at either a budget workshop or forthcoming Council meeting.

Council Member Lester Hardy moved to adopt the agenda. The motion was seconded by Vice Mayor Paul Dohring and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

5. NEW BUSINESS:

5.1 Review of City of St. Helena Vision and Mission Statements Amendments

Council Member Hardy noted that the Vision Statement should be updated to

Special City Council
April 1, 2021

the following: "St. Helena strives to be a diverse, inclusive, family-friendly, economically and environmentally sustainable community which prudently manages all of its resources, continues to improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and cherishes its historic, small-town character, beautiful natural environment and high quality of life." Council Member Hardy asked that the Mission Statement be updated to reflect the following change to bullet point six, "Updating our water management policies to ensure an adequate water supply." Vice Mayor Dohring agreed.

5.2 Review of City of St. Helena Community Budget Survey Results
(Results Forthcoming)

City Manager Mark Prestwich noted that item 5.2 will be considered at a date uncertain, as more time is needed to complete the analysis of the survey but reported on the positive number of the public that provided feedback.

5.3 Review of draft City Goals and Fiscal Year 2021/22 Council Workplan, and Capital Improvement Program

City Manager Mark Prestwich presented on the item.

Council Members Hall and Chouteau volunteered to help on Goal 1A. No public comment was received regarding Goal 1.

Council Members Hardy and Hall offered their assistance to Goal 2A. Public Comment was received by Jen La Liberte for Goal 2.

No public comment was received for Goal 3.

Council called for a break at 9:40am and resumed the meeting at 9:50am.

Council Members Hall and Choteau agreed to help with Goal 4C and E. Nancy Dervin and Rick Crebs addressed the City Council for public comment. City Manager Mark Prestwich confirmed Council Members Hall and Hardy will assist with the Adams Street item; and Mayor Ellsworth and Vice Mayor Dohring were interested in helping with the ballot measure bonding issue.

No public comment was received for Goal 5.

Regarding Goal 6 and other, Council Member Hall inquired about grant funding and Council Member Chouteau will report back once she finds out more about what the work will entail. No public comment was received for Goal 6 and other.

Special City Council
April 1, 2021

Vice Mayor Dohring mentioned the importance of offering mental health services to the transitioning staff. Mayor Ellsworth agreed. No public comment was received regarding the CIP overview.

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 11:00 a.m.

The Special meeting minutes of April 1, 2021 were approved at the Regular City Council meeting of April 12, 2022.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, June 22, 2021 @ 4:30 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA

City Clerk Cindy Tzafopoulos noted no changes to the agenda.

Vice Mayor Paul Dohring moved to adopt the agenda as presented. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

5. NEW BUSINESS:

5.1 The City Council may interview the following applicants:

Active Transportation & Sustainability Committee

Active Transportation & Sustainability Committee members John Zimmerman and Jeff Farmer's term of office expire June 30, 2021. Two alternate terms

Special City Council
June 22, 2021

expiring June 30, 2022 remains available.

Three applications were received from John Zimmerman, Jeff Farmer and Terra Sampson.

Library Board of Trustees

Library Board of Trustee members Lin Weber, Terry Wood, and David Slaby's term of office will expire June 30, 2021. One vacant term is available expiring June 30, June 30, 2022

Four applications were received from Lin Weber, Terry Wood, David Slaby, and Janet Myers for four available terms.

Planning Commission

Planning Commissioner John Ponte and Marika Rothfeld's term of office will expire June 30, 2021.

Eight applications were received from John Ponte, Marika Rothfeld, Aaron Barak, Christopher Warner, Katherine MacDonnell, Lee Philipson, Peter White, and Richard Garber for two available terms.

Parks and Recreation Commission

Parks and Recreation Commission members Matthew Demchuck and Rebekah Stoltz Weeman's term of office will expire June 30, 2021. One vacant term is available expiring June 30, 2022.

Two applications were received from Matthew Demchuck and Rebekah Stoltz Weeman for three available terms.

Prepared By: Cindy Tzaopoulos, City Clerk

Applicants John Zimmerman, Jeff Farmer, Terra Sampson, Terry Wood, Janet Myers, David Slaby, John Ponte, Aaron Barak, Christopher Warner, Katherine MacDonnell and Peter White addressed the City Council.

City Clerk Cindy Tzaopoulos noted that Lee Phillipson had withdrawn their application.

No public Comment was received.

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 4:56 p.m.

Special City Council
June 22, 2021

The special meeting minutes of June 22, 2021 were adopted at the April 12, 2022 regular meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, June 29, 2021 @ 6:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA

Administrative Records Assistant Kami Garcia noted no new changes to the agenda.

Vice Mayor Paul Dohring moved to adopt the agenda as presented. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

5. NEW BUSINESS:

5.1 Review of Fire Department Operations, Emergency Response Performance, and Staffing. (~~Presentation forthcoming~~ PROVIDED 6-29-21)

Prepared By: John Sorensen, Fire Chief

Fire Chief John Sorensen presented on the item.

Special City Council
June 29, 2021

Leslie and Dennis Kelly addressed the City Council for public comment.

It was the consensus of the City Council for City Manager Mark Prestwich and Fire Chief John Sorensen to work on developing options for City Council to look at with respect to staffing and planning for the challenges faced with the evening calls that have hindered the Fire Department and bring back a presentation for the City Council at a date uncertain.

- 5.2 Glass Fire After Action Report (AAR) (~~Report forthcoming~~ PROVIDED 6-28-21)
Prepared By: Chris Hartley, Chief of Police

Police Chief Chris Hartley presented on the item.

No public comment was received.

It was the consensus of the City Council to receive and file the report.

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 7:52 p.m.

The June 29, 2021 special City Council meeting minutes were adopted at the April 12, 2022 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Monday, November 15, 2021 @ 6:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: None

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA

City Clerk Cindy Tzafopoulos reported no new changes to the agenda.

Council Member Anna Chouteau moved to adopt the agenda as presented. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

5. NEW BUSINESS:

5.1 City Surplus Property Options Council Workshop

CEQA Determination: Exempt

Prepared By: Maya DeRosa, Planning & Building Director

Recommendation:

Receive staff report and provide initial direction to staff on use preferences for

Special City Council
November 15, 2021

each City site discussed regarding whether the City should sell, lease or hold each site, and any additional information desired.

City Manager Mark Prestwich introduced the item.

Planning and Building Director Maya DeRosa reported on the item.

City Attorney Ethan Walsh addressed the City Council.

Dan Hale, James Kendle, Rick Crebs, Kellie Anderson and Leslie Stanton addressed the City Council for public comment.

It was the consensus of the City Council to move forward with using the 1572 Railroad Avenue property for affordable housing, to destruct the 1480 Main Street property to be used as a space for temporary uses by first beginning the RFP process for demolition of the site, to lease out the Carnegie Building for commercial use, and to connect with the Fire Department to discuss the use of the siren and possibility of removing the siren to allow for housing use at the 1480 Main Street property in the future.

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 7:47 p.m.

The November 15, 2021 special City Council meeting minutes were adopted at the April 12, 2022 regular City Council meeting.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, March 15, 2022 @ 4:00 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Lester Hardy

Absent: Council Member Eric Hall

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADOPTION OF THE AGENDA**

3.1 Adoption of the agenda

City Clerk Cindy Tzaopoulos noted no changes to the agenda.

Council Member Lester Hardy moved to adopt the agenda. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Vice Mayor Paul Dohring, Council Member Anna Chouteau, and Council Member Lester Hardy

NOES: None

ABSENT: Council Member Eric Hall

ABSTAIN: None

RECUSE: None

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

5. NEW BUSINESS:

- 5.1 Discussion and Direction for City Council Ballot Argument In Support of Measure G: "Starting November 8, 2022, shall the position of a directly elected mayor be eliminated, so that the St. Helena City Council is composed of five**

Special City Council
March 15, 2022

members who will select a member to be mayor?”

Council Member Hardy reported on the item.

No members of the public were in attendance.

It was the consensus of the City Council for Council Members Hardy and Chouteau to draft the ballot argument. A special City Council meeting will be held on Thursday, March 17, 2022 at 3:30 p.m. to discuss if all Council Members agree with the draft and potentially sign to endorse the ballot argument. Wet signatures would then be collected from City Council and the ballot argument would be turned into the Registrar of Voters before the deadline on Friday, March 18, 2022.

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 4:18 p.m.

The special City Council meeting minutes of March 15, 2022 were adopted at the regular City Council meeting of April 12, 2022.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Thursday, March 17, 2022 @ 3:30 PM

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Geoff Ellsworth, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: Vice Mayor Paul Dohring

1. CALL TO ORDER

2. ROLL CALL

3. ADOPTION OF THE AGENDA

3.1 City Clerk Cindy Tzaopoulos noted no changes to the agenda.

Council Member Anna Chouteau moved to adopt the agenda. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Council Member Anna Chouteau, Mayor Geoff Ellsworth, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: Vice Mayor Paul Dohring

ABSTAIN: None

RECUSE: None

4. PUBLIC COMMENT:

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will take place during consideration of the item.

5. OLD BUSINESS:

5.1 Discussion and Direction for City Council Ballot Argument In Support of Measure G: "Starting November 8, 2022, shall the position of a directly elected mayor be eliminated, so that the St. Helena City Council is composed of five members who will select a member to be mayor?" (Draft argument will be provided prior to the meeting)

Special City Council
March 17, 2022

Council Member Hardy and Chouteau reported on this item.

No public comment was received.

Council Member Lester Hardy moved to approve the proposed ballot argument incorporating Vice Mayor Dohring's edits and Mayor Ellsworth's edit. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Geoff Ellsworth, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: Vice Mayor Paul Dohring

ABSTAIN: None

RECUSE: None

6. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 3:50 p.m.

The special City Council meeting minutes of March 17, 2022 were adopted at the regular City Council meeting of April 12, 2022.

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 12 Apr 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Adoption of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$54,000 for non-native invasive species removal for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

**CEQA Exempt
Determination:**

Prepared By: Martin Beltran, Management Analyst

Reviewed By: Mark Rincon-Ibarra, Public Works Director and City Engineer

Approved By: James C. McCann, Interim City Manager

BACKGROUND

On June 23, 2020, the City of St. Helena entered into a Construction Agreement with McCullough Construction, Inc. STH Contract: FY 2020-097 for W-26 Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project. Construction commenced on June 29, 2020, and was then accepted as complete by the City Council in January 2021. The Project involved the removal of the Upper York Creek Dam and partial removal of the accrued sediments with the overarching goal to restore fish passage and habitat connectivity for steelhead trout (*Oncorhynchus mykiss*), reduce potential for future downstream degradation through the elimination of low-flow fine sediment releases and their associated fish kills, and allow for the restoration of approximately three acres of degraded riparian and aquatic habitat surrounding the dam and reservoir, including restoration of roughly two acres of native riparian forest. McCullough Construction was responsible for the first year of post-construction invasive species control at the project site and hired the local firm Artemis Habitat to perform the work. This work concluded at the end of 2021. Control of invasive plant species at the project site has been complicated by the effects of the Glass Fire.

DISCUSSION

The City requires a range of invasive species removal at the Upper York Creek site during post-construction phases of the project in order to successfully execute the project and comply with the requirements of the permitting agencies. Artemis Habitat (Consultant) has extensive knowledge of the York Creek watershed and a history of assessment and monitoring efforts in York Creek and throughout the greater Napa River Basin. All tasks will be executed according to the requirements outlined in the approved Geomorphic and Restoration Monitoring and Adaptive Management Plan for the Upper York Creek Ecosystem Restoration Project.

Artemis Habitat will perform all tasks in coordination with City staff as well as with project managing consultants EKI Environment & Water, Inc. and WRA, Inc. The Professional Services Agreement includes four treatments in 2022 and four treatments in 2023. The goal is to target non-native invasive (NNI) plants:

- Listed as High and Moderate on the Cal-IPC list
- Mustard, Blackberry, Vinca, Ivy, Metacago, Melilotus, and others requested by WRA

The goal for eliminating invasive species in the project area, as required by the permitting agencies, is in the Geomorphic Restoration Monitoring and Adaptive Management Plan (GMAMP). The GMAMP sets performance goals for the restoration to be achieved by year 10 in the following main categories:

- Restoration of riparian vegetation
- Elimination of non-native invasive species
- Steelhead migration and habitat quality
- Channel stability

The goal for eliminating invasive species is to have no more than 10% cover of invasive species in the log structure reach and not more than 20% in the dam area after 10 years post-project. The invasive species treatment needs to be very heavy the first few years post-project and, once the invasive species are under control, the frequency of treatment becomes less and less. Following 2022 and 2023, treatments can potentially be reduced to once a year and, over time, reduced further to an as-needed after year 10, which is 2030.

FISCAL IMPACT

The City's adopted FY 2021-22 Operations Budget (561-5000-2130) allocated \$120,000 for Upper York Creek Dam Monitoring & Maintenance. The Professional Services Agreement with Artemis Habitat for non-native invasive species removal is for an amount not-to-exceed of \$54,000 for 2022 and 2023.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached Resolution.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Professional Services Agreement](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022 -

Resolution authorizing the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$54,000 for Non-native Invasive Species Removal for the Upper York Creek Ecosystem Restoration, City Project No. W-26.

RECITALS

- A. On June 23, 2020, the City of St. Helena entered into a Construction Agreement with McCullough Construction, Inc. STH Contract: FY 2020-097 on W-26 Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project; and
- B. Construction commenced on June 29, 2020, and was then accepted as complete by the City Council in January 2021; and
- C. The Project involved the removal of the Upper York Creek Dam and partial removal of the accrued sediments with the overarching goal to restore fish passage and habitat connectivity for steelhead trout (*Oncorhynchus mykiss*), reduce potential for future downstream degradation through the elimination of low-flow fine sediment releases and their associated fish kills, and allow for the restoration of approximately three acres of degraded riparian and aquatic habitat surrounding the dam and reservoir, including restoration of roughly two acres of native riparian forest; and
- D. McCullough Construction was responsible for the first year of post-construction invasive species control at the project site and hired the local firm Artemis Habitat to perform the work; and
- E. The City requires a range of invasive species removal at the Upper York Creek site during post-construction phases of the project in order to successfully execute the project and comply with the requirements of the permitting agencies; and
- F. The City's adopted FY 2021-22 Operations Budget (561-5000-2130) allocated \$120,000 for Upper York Creek Dam Monitoring & Maintenance; and
- G. The Professional Services Agreement with Artemis Habitat is for an amount not-to-exceed of \$54,000 and includes four treatments in 2022 and four treatments in 2023.

RESOLUTION

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

1. Authorizes the City Manager to Execute a Professional Services Agreement with Artemis Habitat, in an amount not-to-exceed \$54,000 for non-native invasive

species removal for the Upper York Creek Ecosystem Restoration, City Project
No. W-26.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 2022, by the
following vote:

Mayor Geoff Ellsworth:	_____
Vice Mayor Paul Dohring:	_____
Councilmember Anna Chouteau:	_____
Councilmember Lester Hardy:	_____
Councilmember Eric Hall:	_____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 12, 2022, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Artemis Habitat (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as non-native invasive species removal for the Upper York Creek Ecosystem Restoration Project, CIP W-26.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”** attached hereto and made a part hereof. Total compensation shall not exceed \$54,000.00 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall

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include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all 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.

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

C. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to

City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time

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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

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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 expressly 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
 City of St. Helena
 1572 Railroad Avenue
 St. Helena, California 94574

To Consultant: Artemis Habitat
 PO Box 254
 Pope Valley, CA 94567

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.

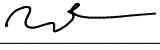
SECTION 32 – SPECIAL PROVISIONS

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:

City:

By: 
Name: Hendrik smeding IV, DBA ARTEMIS HABITAT
Title: Owner/ Applicator

By: _____
Name: James C. McCann
Title: Interim City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A Scope of Services

The purpose of this work is to remove non-native invasive (NNI) plants to comply with project permits for the Upper York Creek Ecosystem Restoration and Aquatic Habitat Enhancement Project.

The work scope would be:

- Four (4) treatments in 2022, and four (4) treatments in 2023 in the area outlined in yellow in Figure 1 below.
- Targeting non-native invasive (NNI) plants
 - listed on high and moderate Cal-IPC list,
 - mustard, metacago, melilotus and others are requested by WRA
- Goal of no more than 10% cover of NNI within the disturbed areas marked in purple on the map in Figure 1.
- Any herbicide/pesticide used must
 - Be in compliance with City of St. Helena's Integrated Pest Management (IPM) Policy;
 - Be approved for use in aquatic environments and registered with the CA Dept of Pesticide Regulation;
 - Not be used where threatened or endangered species occur (in/near the creek); and
 - Be used only on calm days (wind speed less than 5 mph, and not during any rain).

Prices vary depending on area, target species, terrain, accessibility, and timing. Acreage will be calculated using GPS. Artemis Habitat will go over proper safety and control measures prior to start of work.

This bid covers the areas of the property described below:

- The Entire parcel listed above and right of way of Upper York creek within Project area outlined in yellow approximately 19 acres.

The Application for Quarter One of 2022 will take place in April, all remaining applications will be planned at end of given Quarter. Given the difficulty of this site, Artemis Habitat estimate 4-6 days per quarter for the herbicide applications. Water will be supplied from an off-site source and mixing done on location. Application will be done with a power hose and backpack sprayer. Artemis Habit will provide a record of wind, time, herbicides used, and acreage applied at completion of treatment. Artemis Habitat will provide any other required and requested records to client.

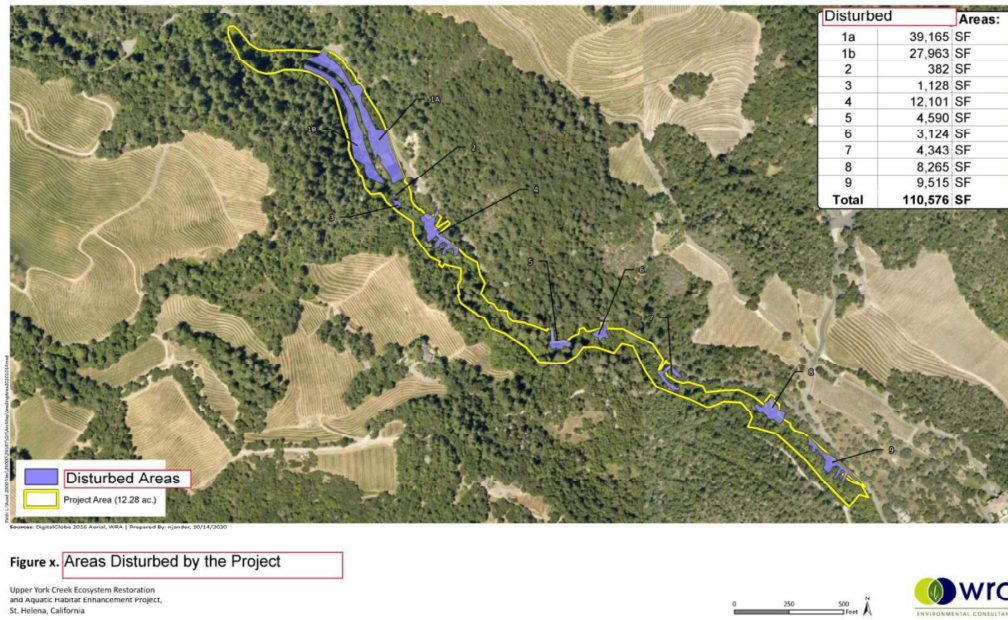


Figure 1. Area of Non-native Invasive Species Treatment, Upper York Creek Ecosystem Restoration Project

**Exhibit B
Compensation**

Total compensation for this agreement shall not exceed \$54,000.00 for the work described under the Exhibit A. Below is a breakdown of the cost:

Total Bid for 2022: \$27,000

Total Bid for 2023: \$27,000

Not Applicable 10% deposit is required prior to start of work to secure this bid and to partially cover herbicides needed.

Billing we be \$9,000 for Quarter one, \$6,000 for Quarter two, \$6,000 for Quarter three, and \$6,000 for Quarter four each year after work is performed for given Quarter.

Artemis Habitat conducts all working procedures in a safe and orderly manner as established by OSHA and California DPR.



Report to the City Council
Regular City Council - 12 Apr 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration of Second Reading and Proposed Adoption of a Ordinance Adding Chapter 17.138 "Time Share Uses" and Sections 17.138.060 to Title 17, Zoning of the St. Helena Municipal Code, amending sections 17.48.030 (Central Business) and 17.52.030 (Service Commercial) and Deleting Section 17.112.130 of the St. Helena Municipal Code

CEQA Exempt
Determination:

Prepared By: Ethan Walsh, City Attorney

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City Council held a public hearing on the proposed ordinance on March 22, 2022, and introduced the ordinance by title only and waived reading by a unanimous vote of the City Council. Staff recommends that the Council waive second reading and adopt the ordinance. The report below mirrors that provided to the Council at the March 22, 2022 meeting.

Over the past two years, there has been significant discussion in the community regarding Section 17.112.130 of the City's Zoning Code, which prohibits the creation of a time-share project as a means of ownership of any single-family, two-family or multiple-family dwelling or any apartment house in the City (the "Time Share Ordinance"). The City Council discussed the Time Share Ordinance at its July 14, 2020 meeting in response to concerns raised regarding a real estate listing for a fractional or partial ownership interest in a residential home in the City. The prior City Attorney discussed this issue with the City, focusing on the question of the extent to which the City Council could regulate an ownership structure through the City's zoning authority, and noted the challenges of doing so. At the conclusion of the Council's discussion of this issue, Council directed the City

Attorney and staff to continue to research its options to address the concerns raised by members of the community in response to the listing of the home at issue. In the months following the July 2020 Council meeting, the company that had been marketing that original home, now known as Pacaso, began marketing other homes in the City, and the City received additional complaints from members of the community. Based on new information that was available to the City, primarily through Pacaso's marketing materials, the City Attorney's office concluded that the properties being marketed by Pacaso were not just fractional or partial ownership structures, but were also being marketed to be used as a time share project that would be prohibited under the City's ordinance, and informed Pacaso of that conclusion. Pacaso disagreed with the City Attorney's conclusion, and initiated a lawsuit in an effort to compel the City to retract its conclusion. That litigation is ongoing.

When reviewing the Time Share Ordinance in this context, the City Attorney's office found that the substance of the Time Share Ordinance has not been updated since its adoption in 1982. The City Attorney's office concluded that the Time Share Ordinance would benefit from an update to refine the definitions to more directly address the impacts of time-share uses, to clarify the means used by the City to enforce the restrictions on time share uses, and to clarify how time share uses are treated in non-residential districts. City staff initially delayed initiating any changes to the Time Share Ordinance while the litigation was ongoing. However, due to the continued marketing of time share uses within the City, staff has decided to move forward with recommending the proposed updates to the City's ordinance.

On March 1, 2022, the Planning Commission voted unanimously to recommend the City Council approve the proposed ordinance.

DISCUSSION

The Discussion section of the Staff Report is organized as follows: First, the section provides a brief explanation for the City's conclusion that the homes that have been marketed by Pacaso constitute time share projects. While the City's conclusion does not directly affect the changes to the Zoning Code set forth in the proposed ordinance, it is helpful to understand that the Time Share Ordinance, both in its original form and as proposed to be amended, is intended to protect against the impacts that these homes and similar uses could have on the City's housing supply and the character of the City's residential districts. Second, this section discusses the legal basis for the City's Time Share Ordinance, the reasons why the City prohibited time share uses in residential properties, and why those reasons continue to apply today. Third, this section outlines the changes made in the proposed ordinance and the reasons for the proposed changes.

A.Current Time Share Ordinance and Application to Pacaso Homes

Section 17.112.130 of the Zoning Code prohibits the creation of a time-share project as a means of ownership of any single-family, two-family or multiple family dwelling or apartment house within the City. A time-share project is defined in that section as any real property that is subject to a time-share program. A time-share program is in turn defined in part as an arrangement whereby the use, occupancy or possession of the

property circulates among purchasers according to a fixed or floating time schedule on a periodic basis for a specific period of time during any given year.

Pacaso provides a significant amount of information on its website regarding the manner in which its homes are used by the purchasers of a Pacaso home. According to Pacaso's website, the single family residences marketed by Pacaso are held by a property-specific limited liability company ("LLC"), and each co-owner purchases a 1/8 share in the LLC. (Pacaso.com/learn) Each 1/8 share entitles the co-owner to 44 stay nights within any 365 day window. Stays can be from 2 to 14 nights in duration for each 1/8 share. Back-to-back stays are not permitted. (Pacaso.com/faq/scheduling) Stays are booked on an app, with specific rules governing the number of "special dates" that each co-owner can book, and the number of stays that each owner can book during "peak seasons." (Id.) Each owner can book the residence to use themselves, or may allow guests to use the residence, whether or not the co-owner is present. (Id.) Between each stay, Pacaso conducts a thorough inspection and cleaning. ("5 reasons Pacaso is better than a timeshare." Pacaso.com/blog/better-than-resort-timeshare)

The Pacaso model grants each 1/8 owner the right to use the property for a specific period of time (44 days in a year) in increments of 2-14 days. The use, occupancy and possession of the property circulates among the co-owners according to a floating time schedule that gives each co-owner exclusive rights to the property for a specific period of time each year. This use structure fits squarely in the City's definition of a time-share program, and the properties operated by Pacaso in this manner would therefore be timeshare projects under the existing Time Share Ordinance.

B.Reasons for the Time Share Ordinance

1. The City's General Plan

The City of St. Helena has long been defined by its rural, small town quality and agricultural character. In adopting the St. Helena General Plan Update 2040, the City noted that the defining, unifying goal of all the elements of the 1993 General Plan was: To protect the rural, small town quality and agricultural character of St. Helena. It is the General Plan's intent that the preservation of this small town character be the unifying philosophy that overlays all other stated goals and policies.(General Plan 2040, p. 1-2.)

While the 2040 General Plan acknowledges that this is no longer the sole, overriding focus of the General Plan, retaining the small town character of St. Helena remains a primary focus of the City's land use planning. (Id.)

A key component of retaining the City's small town character is maintaining a balance between the economic benefits that arise from visitors who come to St. Helena for its wineries, restaurants and historic downtown, and maintaining its authentic small town quality of life for the City's residents. This theme is consistent throughout the City's General Plan, and maintaining this balance is key to the City's long term viability. The General Plan notes in its Introduction that "[t]he community stands out in the Valley for its unique, historic character and its ability to attract visitors while also supporting the needs

of its resident population.” (General Plan p. 1-8.) The City has set goals to maintain that balance, striving to achieve an economy that “will meet the basic needs of residents, while balancing the benefits and impacts of visitors and provide better economic opportunities. (General Plan 1-15.) The City further seeks to “promote sustainable tourism practices that allow the City to enjoy the economic benefits of visitors to the region while maintaining the authentic small-town quality of life.” (General Plan p. 3-9.)

St. Helena is a renowned tourist destination, bringing visitors from throughout the world to its wineries, restaurants and downtown, but it is also a functioning City and community, with residents who contribute to its social fabric. Like most communities throughout California, one of the key means that the City utilizes to maintain this balance is through its Zoning Ordinance. The City has commercial districts, like the Service Commercial district and the Central Business district, that provide for uses that serve both visitors and the local community, such as restaurants, retail shops and winery tasting rooms, among others, along with lodging where those visitors can stay. (St. Helena Municipal Code §§17.48.030, 17.52.030.) The City also has residential districts that provide housing for those who live in the community, at varying densities in order to provide a diversity of housing types.

2. Use of Zoning to Preserve Residential Areas

The use of zoning to preserve the character of the residential districts of a City has been common for over a century. In the seminal case of *Euclid v. Ambler* the United States Supreme Court upheld the validity of comprehensive zoning that would set aside residential districts “from which business and trade of every sort, including hotels and apartment houses, are excluded.” (*Euclid v. Ambler Co.* 272 U.S. 365, 390.) The U.S. Supreme Court upheld the Village of Euclid’s zoning ordinance in that instance, noting that the inclusion of non-residential uses in residential districts may have an increasingly deleterious impact on the residential area “until, finally, the residential character of the neighborhood and its desirability as a place of detached residences are utterly destroyed.” (*Id.* at 394.)

The California Court of Appeals followed *Euclid* and subsequent cases in upholding the City of Carmel-by-the-Sea’s zoning restriction on short-term rentals. (*Ewing v. City of Carmel-By-The-Sea* (1991) 234 Cal.App.3d 1579.) In that case, the Court noted that the City’s chief purpose in adopting the short-term rental restriction was “to provide an appropriately zoned land area within the City for permanently single-family residential uses and structures and to enhance and maintain the residential character of the City.” (*Id.* at 1579.) In upholding Carmel’s short-term rental restriction, the Court found that short-term rentals “undoubtedly affect the essential character of a neighborhood and the stability of a community. Short-term tenants have little interest in public agencies or in the welfare of the citizenry. They do not participate in local government, coach little league, or join the hospital guild. They do not lead a scout troop, volunteer at the library, or keep an eye on an elderly neighbor. Literally, they are here today and gone tomorrow—without engaging in the sort of activities that weld and strengthen a community.” (*Id.* at 1591.)

3.Impacts of Time Share Uses on Residential Districts

Like Carmel, the City of St. Helena strives to maintain the character of its residential areas in the face of intense demand for accommodations to serve visitors to St. Helena. The Time Share Ordinance is one of the means that the City has in place to ensure that it is able to maintain its existing and limited housing stock for use in long term residency, and to maintain the character of its residential zoning districts. When the City originally adopted the Time Share Ordinance in 1982, the City Council made specific findings based on the impact it foresaw if time share uses were to locate in the residential areas of the City. Those findings were as follows:

1. There is a critical shortage of affordable housing in the city for long-term occupancies (more than six months annually), and the availability of additional residential dwelling units is substantially restricted by the growth management system.
2. The conversion of residential dwelling units within the city to time-sharing projects eliminates residential dwelling units otherwise available for long-term occupancies (more than six months annually) in the city.
3. Time-sharing projects have the same character as commercial hotels, motels and other transient occupancy uses due to their transient nature and to the multiple shortterm (less than six months annually) occupancies by those participating in timesharing projects.
4. Such commercial or quasi-commercial like use is inappropriate in residential areas due to the increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods.
5. The city council finds and determines that this section is necessary to protect the public health, safety and welfare of the citizens of the city.

As discussed in more detail below, these findings continue to hold true in St. Helena, and continue to support the City's decision to restrict time-share uses in residential districts.

i. Housing Shortages and Impacts of Time-Share Uses on Existing Housing Stock

In adopting the current Time Share Ordinance, the City Council found that there was a critical shortage of affordable housing in the City for long-term occupancies. That continues to be the case, and is undoubtedly worse than was the case at the time the Time Share Ordinance was originally adopted. The most recent census data lists the median value of owner occupied homes in St. Helena at \$1,112,100 for the period of 2015-2019, while the Zillow Home Value Index estimates medial home values in St. Helena to be approximately \$1,870,000 as of February 2022. (www.census.gov/quickfacts/sthelenacitycalifornia; [zillow.com/home-values/](https://www.zillow.com/home-values/).) In contrast, the median household income in St. Helena from 2015-2019 was \$90,031, and the median income for a four person household in Napa County for 2021 is approximately

\$109,200. (www.census.gov/quickfacts/sthelenacitycalifornia;
www.hcd.ca.gov/grantfunding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf.)

At the time of adoption of the City's Housing Element in 2015, the income necessary to purchase a median priced single family home was nearly \$200,000 per year, and prices have risen dramatically since then. (City of St. Helena Housing Element Update 2015-23, p. 3.) The cost of homes currently in St. Helena are well in excess of what median income residents of St. Helena can afford, as well as median income residents of Napa County generally. Further, as Erika Sklar observed in the St. Helena Housing Update Report that she prepared for the City in April 2018, "St. Helena has more local jobs than people in the labor force, demanding large numbers of commuters to fill local jobs. Workers commute daily into St. Helena, many because there is no local housing that is affordable at the incomes that they make. 36% of St. Helena households cannot afford market rents while 70% of St. Helena households cannot afford to purchase a home. Paramedics and preschool teachers cannot afford St. Helena's market rents. Teachers, registered nurses, winery and hospitality managers and non-profit directors cannot afford homeownership in St. Helena." (St. Helena Housing Update Report, p. 7 (April 2018).)

The City has made and continues to make efforts to address the need for affordable housing in the City, including providing assistance for the Brenkle Court, Turley Flats and 963 Pope Street projects. The City has also ensured that new non-residential development will assist the City in providing adequate affordable housing, as evidenced by the significant contributions to affordable housing made by the Farmstead Lodging project through its development agreement with the City. These efforts, however, have highlighted the challenges of providing housing at all income levels, with the most significant challenge being a limited supply of existing housing stock in the City, and a limited supply of available land for new housing. Given the housing shortage already in existence, losing additional housing stock will only make this problem worse.

The findings in the original Time Share Ordinance also note that the conversion of homes to time sharing projects would eliminate residential dwelling units that would otherwise be available for long term residential use. This continues to be true, as a home that is used for time share purposes will no longer be available for households to use as their long term residence. This threat to the City's existing housing stock is not insignificant. The publicity regarding Pacaso's rise as a company speaks to a pent up demand for homes that could be converted to time share use, reducing available housing stock for long term use. Pacaso's co-founder has indicated that "[t]here are tens of millions of families that aspire to own second homes but are unable to, due to reasons of cost." (Just Five Months Old, Zillow Co-founder's Pacaso Claims It's Already A Unicorn" Noah Kirsch, March 24, 2021 (www.forbes.com/sites/noahkirsch/2021/03/24/just-five-months-old-zillowcofounders-pacaso-claims-its-alread-a-unicorn/.)) In discussing Pacaso's model, Dan Wenhold of the venture capital firm Fifth Wall said "[t]hey were taking a previously illiquid asset, which was a timeshare, and making it affordable for the masses, also making it attainable for folks who wanted to own a second home but previously weren't able to." ("Pacaso, the Proptech Startup Founded by Zillow Alums, Raises \$125M Series

C” Sophia Kunthara (September 14, 2021) (news.crunchbase.com/news/proptech-startup-pacasoraises-125m-series-c.)) Creating a new market for these prospective buyers who otherwise would not buy second homes unquestionably increases demand for these homes by creating an incentive for timeshare companies to buy up residences to meet this market demand. Creating more demand, and reducing supply, will further ratchet up housing costs, exacerbating the already significant housing shortage in the City.

ii. Impacts to Character of the City’s Residential Districts

The City Council additionally found as part of the adoption of the original Time Share Ordinance that time-sharing projects have the same character as commercial hotels, motels and other transient occupancy uses due to their transient nature and to the multiple short-term occupancies by those participating in time-sharing projects. The Council concluded that this commercial or quasi-commercial like use is inappropriate in residential areas due to the increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods. This continues to be the case, as the nature of time share uses of residential property is different than the typical long term residential uses for which the residential districts of the City are intended.

The complaints that have been made by some local residents regarding the Pacaso homes are illustrative of the distinctions between time share uses and long term residential uses. A sampling of the email complaints received by the City are included in Attachment No. 2 to this Staff Report. The complaints received center on concerns over more intense traffic and parking issues, outdoor parties and conversations going late into the evening, sometimes as late as 2 A.M. One neighbor complained of outdoor lighting shining into her daughter’s room at night. They complained of traffic and inadequate parking for the visitors to these homes. Further, neighbors have noted that with each turnover from one stay to another, cleaning and landscaping crews come to clean the unit and prepare it for the next user. While this level of maintenance is appropriate for a commercial vacation property, it impacts the residential character of the surrounding area by adding parking and noise burdens in the neighborhood. Living next door to a home where the residents turnover every 2-14 days, and professional cleaning and landscaping crews come to the property between each visit is much more akin to living by a commercial lodging project than a residential home. This is not at all surprising, given that these time share homes are used by people who are on vacation. While long term residents may have an occasional party at their home, the time share model means that these residences are constantly being used by people who are on vacation, hosting parties or celebrating special occasions. These activities by their nature are more intense than typical residential use of property.

The intensity of this use is a significant reason that these uses can change the character of a residential neighborhood. Long term residents, whether owners or renters, will occasionally have guests, and will occasionally have parties, but these time-share homes are used exclusively by people who are coming to the City on a short term basis for vacation or leisure. People will naturally stay out later, entertain more and gather in larger

numbers while on vacation. That is the reason that these uses are more appropriate in non-residential areas that are intended to cater to the City's visitors and tourists. Time share uses can change the character of a residential neighborhood by having it serve not only as a residential area but also a visitor lodging area, and subjecting it to the impacts that come with that more intense land use.

In their marketing materials, Pacaso cites this intensity of use as a benefit, indicating that having these units filled with visitors seven days a week will benefit the local economy, since these visitors will patronize local businesses. (pacaso.com/communities) However, as noted above, the City strives through its General Plan to achieve a balance between benefits to the local economy and maintaining the character of the City. The City seeks to achieve this balance by promoting "sustainable tourist practices that allow the City to enjoy the economic benefits of visitors to the region while maintaining the authentic smalltown quality of life, (General Plan p. 3-9) and striving to achieve a local economy that "will meet the basic needs of residents, while balancing the benefits and impacts of visitors." (General Plan p. 1-15.) Bringing more visitors into residential neighborhoods to improve the local economy does not help to achieve that balance. It instead tips the scales in favor of the local economy, at the expense of the residential character of these neighborhoods.

The nature of the timeshare use itself can impact the residential character of the City's residential districts because it will ensure that the time share users can only use their property for a limited amount of time each year. In the case of Pacaso owners, each stay is limited to 2-14 days. As discussed above, in the *Ewing v. City of Carmel-by-the-Sea* case, the California Court of Appeal found that short term rentals would affect the essential character of a neighborhood and the stability of a community. The Court noted that "[s]hort term rentals have little interest in public agencies or in the welfare of the citizenry. They do not participate in local government, coach little league, or join the hospital guild. They do not lead a Scout troop, volunteer at the library, or keep an eye on an elderly neighbor. Literally they are here today and gone tomorrow—without engaging in the sort of activities that weld and strengthen a community."

This same problem is present with time-share uses. Each co-owner is in the unit on a short-term basis, and without the time to participate in the types of activities or build the relationships that create the fabric of a community. At the April 28, 2021 council meeting several Pacaso co-owners spoke of their experiences in St. Helena. All of them spoke of their affection for the community and the traditions they had established, but these were centered on attending local events and visiting shops, restaurants and wineries. These types of transactional activities are all beneficial to the City's local economy and are what the City hopes to see from visitors to the City, but it is not the type of community involvement described in the *Ewing* case that binds and strengthens a residential community. Given the City's desire to strike a balance between the demands of the City's visitor and tourist economy, and retaining its small town character and quality of life, the City has an interest in maintaining housing stock in its residential districts for long-term residents who will engage in the community in the manner described by the Court in *Ewing*, to the betterment of the entire community.

C. Proposed Amendments to the Time Share Ordinance

The proposed Ordinance would make certain changes to the City's Existing Time Share Ordinance, as described below.

1. Findings and Establishment of New Chapter

The proposed Ordinance includes detailed recitals and findings describing the policy bases for the City's regulation of time share uses. The findings are consistent with the findings made as part of the original Time Share Ordinance, but more detail has been added. The policy bases for the proposed Ordinance are discussed in the sections above, and further discussion is not necessary here.

The proposed Ordinance also relocates the restrictions on time share uses to its own chapter at Chapter 17.138. The Time Share Ordinance is currently located in Chapter 17.112, General Site Design and Development Standards. City staff believes that with the added level of detail in the Proposed Ordinance, these provisions merit being located in a separate chapter, and has changed the location of the Timeshare Ordinance accordingly.

2. Definitions

The Proposed Ordinance amends the definitions that are used to define time share uses, with the new definitions set forth in Section 17.138.020. The new definitions are modeled on the definitions utilized by the state to regulate time-shares in the Vacation Ownership and Time-Share Act of 2004 (Bus. & Prof. Code §§11210-11288), but are modified somewhat to better apply in the land use regulation context.

The new ordinance includes a number of definitions that work in concert to define a timeshare use. The ordinance defines a "time-share use" as the use of one or more accommodations, or any part thereof, as part of a time-share property pursuant to a timeshare plan. An "accommodation" is defined in this Chapter to include a range of residential units that could potentially be used for time-share purposes. The types of residential units that can be accommodations are listed at the beginning of Section 17.138.020 in the proposed ordinance. A "time-share plan" is defined in the ordinance, and generally includes any arrangement, plan, scheme or similar device whereby a purchase receives the right to exclusive use of the accommodation, whether through the granting of ownership rights, possessory rights or otherwise, for a period of time less than a full year during any given year. A "time-share property", in turn is defined as one or more accommodations that are subject to the same time-share plan together with any property rights that are appurtenant to the accommodations. A "time-share instrument", is the document or documents that create or govern the operation of the time-share plan.

Therefore a time-share use is the use of a residential property that fits within the definition of an “accommodation” under the ordinance, pursuant to a “time-share plan”, which grants each owner of the time-share property exclusive use of the property for a certain period of time each year, but not the full year.

It is important to note that not all properties with multiple owners or owned by business entities (such as LLCs) would constitute a time-share use under these definitions. The definitions focus on the manner in which the accommodation is used, not how it is owned. A time-share plan allows each owner exclusive use of the property for a specific period of time. This manner of use prevents the property from being used for long term residency, and leads to the continual cycling of visitors through the property and the more intense, constant vacation oriented use that the ordinance seeks to limit in residential districts of the City.

A property that is owned by a group of friends or extended family members, whether through a separate business entity or otherwise, will not necessarily mandate that only one owner will be able to use the property at a time. The more formal arrangement found in time-share uses increases the intensity of use, in that each individual time-share owner cycles through the property, whereas families or friends are more likely to use the property together or in groups leading to less transition in the residential neighborhood. The more formal relationship, use of professional property managers and rights to exclusive use found in timeshare uses contributes to the commercial character of the property, with added traffic due to the more frequent turnover of visitors and more frequent cleaning and inspection between each user, which is common for a commercial vacation property, but not for a home owned by family or friends.

3.Enforcement

The new ordinance additionally adopts a new enforcement structure for the City timeshare restrictions, modeled on the City’s short-term rental ordinance. The ordinance prohibits both the use of accommodations for time-share use, and the advertisement of accommodations for time-share uses. This will better allow the City to prevent time-share uses in residential neighborhoods before they occur. The proposed Ordinance also outlines the process that will be used to enforce this new Chapter, again based on the City’s existing short-term rental regulations. This approach has proved to be effective in enforcing the City’s short-term rental regulations, and will help the City to take a more preventative approach to enforcing its time-share regulations as well.

4.Time Share Uses in Service Commercial and Central Business Districts

Finally, while the City’s existing Time Share Ordinance did prohibit time-share projects within certain types of residential dwelling units within the City, it does not make distinctions based on the various zoning districts of the City. Given that the primary concerns and impacts of this use arise from the high intensity use of property that negatively impacts the residential character of residential districts within the City, this use may not have the same impacts in commercial districts where visitors can be closer to

the amenities in the City that cater to visitors. The proposed new ordinance would allow time-share uses in the Service Commercial and Central Business Districts as conditional uses, provided that such time-share uses would be limited to accommodations in upper floors in conjunction with a mixed use project, would be required to provide at least one parking space for accommodations of two or fewer bedrooms, and at least two parking spaces for accommodations of three or more bedrooms, and would be subject to such other conditions imposed by the City as part of the conditional use permit process. As part of the application for a time-share use, the applicant would have to provide specific information including a management plan and specific information on the accommodations and any ancillary uses. The City would then review the application process in accordance with its normal process for review of conditional uses. This would allow the City to address potential impacts associated with this use, similar to the approach that the City uses with hotels and other lodging accommodations in these districts.

Consistent with this change, the proposed ordinance updates the list of conditional uses in both the Service Commercial and Central Business Districts to include time share uses as regulated by the new Chapter 17.138.

The Planning Commission held a public hearing to consider the proposed ordinance at its regular meeting of March 1, 2022. Following the public hearing, the Planning Commission unanimously recommended that the City Council adopt the proposed ordinance. City staff has made minor, non-substantive edits to the proposed ordinance that went to the Planning Commission to correct typographical errors, and to add the sections amending the list of conditional uses in the Service Commercial and Central Business Districts.

FISCAL IMPACT

None

RECOMMENDED ACTION

Staff recommends that the City Council conduct the second reading by [title only and waive further reading and adopt the](#) Ordinance Adding Chapter 17.138 "Time Share Uses" and Sections 17.138.010-17.138.060 to Title 17, Zoning, of the St. Helena Municipal Code, amending sections 17.48 (Central Business) and 17.52 (Service Commercial) and Deleting Section 17.112.130 of the St. Helena Municipal Code.

ATTACHMENTS

[Attachment 1-St. Helena Time Share Ordinance-Final](#)

[Attachment 2-Community email comments](#)

CITY OF ST. HELENA

ORDINANCE NO. _____

ADDING CHAPTER 17.138 “TIME SHARE USES” AND SECTIONS 17.138.010 – 17.138.060 TO TITLE 17, ZONING, OF THE ST. HELENA MUNICIPAL CODE, AMENDING SECTIONS 17.48.030 AND 17.52.030 AND DELETING SECTION 17.112.130 OF THE ST. HELENA MUNICIPAL CODE

WHEREAS, the City of St. Helena is a popular tourist destination, known for its scenic Napa Valley location, exceptional wineries and restaurants, historic Main Street and small town agricultural character; and

WHEREAS, preserving the rural, small town quality and agricultural character of the City of St. Helena has been a focal point of the City’s land use planning for decades, and remains a primary focus in the City’s 2040 General Plan; and

WHEREAS, the City of St. Helena stands out in the Napa Valley for its ability to attract visitors while also supporting the needs of its resident population. Maintaining the balance between the quality of life for residents and those who work in the City and the visitors who help to sustain the City’s tourist economy is key to maintaining a sustainable community and a stable economy; and

WHEREAS, the City values and welcomes all visitors to the City and recognizes their contributions to the City’s economy, but finds that in order to maintain the City’s long term viability as a community where people not only come to visit, but also live, work and contribute to the long term betterment of the community through participation in the City’s schools, local community groups, civic government and local serving businesses, the City must maintain a balance between residential land uses and visitor serving uses; and

WHEREAS, the City’s existing housing stock is significantly impacted, with demand outweighing supply, resulting in extremely high housing prices as detailed in the accompanying staff report. A limited supply of suitable vacant land, exorbitantly high land costs, and limitations in the City’s existing infrastructure, among other factors, have limited the construction of additional housing in the City of St. Helena; and

WHEREAS, according to the U.S. Census Bureau, the current median household income in the City of St. Helena is \$90,031, while the estimated value of owner-occupied housing units from 2015-2019 was approximately \$1,112,100, with current real estate listings suggesting that prices are increasing significantly, meaning that homes in the City are not affordable to the median household in the City; and

WHEREAS, as noted in the St. Helena Housing Update Report prepared for the City in April 2018, “St. Helena has more local jobs than people in the labor force, demanding large numbers of commuters to fill local jobs. Workers commute daily into

St. Helena, many because there is no local housing that is affordable at the incomes that they make. Thirty six percent (36%) of St. Helena households cannot afford market rents while seventy percent (70%) of St. Helena households cannot afford to purchase a home. Paramedics and preschool teachers cannot afford St. Helena's market rents. Teachers, registered nurses, winery and hospitality managers and nonprofit directors cannot afford homeownership in St. Helena"; and

WHEREAS, the City has made significant efforts to address the need for housing at lower income levels, of which recent examples include providing assistance to local nonprofit Our Town St. Helena for the Brenkle Court development, a mutual self-help housing development providing homeownership opportunities to eight low income working families, as well as the acquisition of a home located at 963 Pope Street using a charitable sale strategy. The property at 963 Pope Street is being developed with an additional four units to provide a total of five new affordable rental units in the City; and

WHEREAS, further, in connection with the recently approved Farmstead lodging project, the City negotiated with the developer to contribute one million dollars toward the purchase of property to be used for the development of not less than twenty units of housing that will be affordable to low and very low income households, and an additional two million two hundred thousand dollars to be used more generally toward the development of affordable housing in the City; and

WHEREAS, the City additionally provided substantial financial assistance to the recently completed Turley Flats Affordable Housing development, which provides eight units of rental affordable housing in a three story building located at 1105 Pope Street; and

WHEREAS, these efforts have helped to address the City's need for affordable housing, but have also highlighted the challenge of providing sufficient housing to meet demand, particularly at more affordable levels, due to the significant costs of acquiring housing or land for the development of housing in the City and the limited supply of such land; and

WHEREAS, the conversion of existing residential units to uses other than long-term residential use will further reduce the City's existing long-term housing supply, causing further imbalance between the demand for housing in the City and the existing supply, not only altering the character of the City's residential neighborhoods, but also presenting further challenges to the City's efforts to provide affordable housing within the community; and

WHEREAS, the City additionally has, for many years, worked to preserve its existing housing stock for long term residential use, both to maintain the character of its residential neighborhoods and prevent residential districts from becoming visitor and tourist serving districts, and to ensure that it would not be converted to uses other than long-term residential uses; and

WHEREAS, to this end, in 1982 the City adopted Ordinance No. 82-07, which prohibited the creation of time-share projects as a means of ownership of any single-family, two-family or multiple-family dwelling or any apartment house within the City. This restriction was imposed because the conversion of residential dwelling units to time-sharing projects would eliminate residential dwelling units that would otherwise be available for long-term occupancies, and were inappropriate in residential areas because those uses have the same character as commercial hotels, motels and other transient occupancy uses, and would result in increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods; and

WHEREAS, the City has historically not received complaints about time-sharing uses in residential neighborhoods. Commencing in 2020, however, the City began receiving complaints regarding single family homes in the City that were being sold and/or marketed as “fractional ownership” or “co-ownership” homes, wherein each buyer may acquire a one-eighth interest in a limited liability company that will own the home. Under the structure pursuant to which these dwelling units are marketed and sold, each owner gets a one-eighth share along with the right to use the home for one-eighth of each year indefinitely. During each owner’s usage period, that owner has exclusive use of the entire house. All rentals are prohibited; only owners and their guests are permitted to use the house. Each owner pays regular assessments to fund the operating costs of the home and maintenance reserves; and

WHEREAS, this arrangement, which provides that each purchaser is entitled to exclusive use of the property for a fixed number of days each year, is a “time-share plan” as defined in Business and Professions Code section 11212, and a “time share program” as defined in Section 17.112.130 of the City’s Municipal Code; and

WHEREAS, the City has received numerous complaints regarding these properties, including parking impacts from large numbers of people staying at these properties; excessive noise late into the evening due to frequent outdoor parties; traffic due to frequent visitor turnover; traffic, noise and parking concerns due to frequent visits from cleaning, landscape maintenance and pool cleaning services that come to the properties in between each stay to prepare the home for the next guest; and an inability to maintain lines of communication to set community expectations with the users of the unit, as visitors only frequent the homes for short term stays of 2 to 14 days; and

WHEREAS, the complaints received by the City are reflective of the reasons that the City prohibited time-share projects within residential areas of the City. The time-share uses provide a short-term, high impact vacation oriented use of the property, where those that buy into the time-share use the home for entertaining and short term stays while visiting restaurants, wineries and other tourist oriented locations in St. Helena and the surrounding Napa Valley; and

WHEREAS, this high impact use, combined with the frequent turnover and commercial management of these properties is not consistent with the residential districts in which they are located. It is commercial in nature, in that these time-share

uses are structured as a short-term, tourist oriented, visitor serving use of the subject properties. The use of these properties as time-shares adds excessive noise and traffic to residential districts by using these properties for high impact tourist oriented uses more appropriately located in commercial districts of the City; and

WHEREAS, expanded use of residential properties for time-share uses will further reduce the availability of housing stock for long-term residential use, and create a new demand for time-share uses of residential properties; and

WHEREAS, this encroachment of tourist oriented, visitor serving uses in residential neighborhoods will not only compromise the residential character of these areas, but will also further increase the costs for housing in the City, undermining the City's efforts to provide a balance of housing for all income levels in the City; and

WHEREAS, the City's authority to enact zoning ordinances is based on the powers accorded cities and counties under the State constitution to make and enforce police regulations. This police power grants the City broad authority to regulate the development and use of real property within its jurisdiction to promote the public welfare; and

WHEREAS, pursuant to and in accordance with this authority, the City Council desires to reaffirm its restrictions on time-share uses in residential areas, and to update the language of the Zoning Code to provide consistency with the terminology used to define time-share uses in State law. Further, the City desires to provide greater clarity as to the zoning districts in which time-share uses are permitted as conditional uses, and the standards pursuant to which they will be reviewed in those zoning districts; and

WHEREAS, the Planning Commission of the City of St. Helena held a duly noticed public hearing on March 1, 2022, as required by law to consider all the information presented by staff, and public testimony presented in writing and at the meeting; and

WHEREAS, on March 1 2022, the Planning Commission of the City of St. Helena recommended that the City Council adopt this Ordinance amending the Municipal Code as described herein by a 5-0 vote; and

WHEREAS, on March 22, 2022, the City Council held a duly noticed public hearing, accepting testimony from the public, and discussed the proposed amendments and staff's recommended approval of this Ordinance; and

WHEREAS, the proposed zoning amendments are consistent with the General Plan goals, policies and implementation programs as the Ordinance will continue to preserve the agricultural, small town character of the City of St. Helena; will preserve the City's residential districts for residential uses; and will help to preserve the City's existing housing stock for long term residential uses, to avoid further exacerbating the existing impacts on the City's housing supply; and

Now, therefore, the City Council of the City of St. Helena does hereby ordain as follows:

SECTION 1: The above recitals are hereby incorporated as though set forth in this section.

SECTION 2: Chapter 17.138 and sections 17.138.010 – 17.138.060 are hereby added to Title 17 of the St. Helena Municipal Code, to read as follows:

“Chapter 17.138

TIME-SHARE USES

17.138.010 Purpose and Findings

17.138.020 Definitions

17.138.030 Time-share Uses Restricted to Service Commercial (SC) and Central Business (CB) Districts

17.138.040 Application Process and Development Standards

17.138.050 Violations, Enforcement and Civil Penalties

17.138.010 Purpose and Findings

A. There is a critical shortage of permanent, long-term housing in the City of St. Helena.

B. A limited supply of suitable vacant land, land values, and market demand for land for other uses, including but not limited to use of property for vineyards, have limited the construction of additional housing in the City of St. Helena.

C. St. Helena is a popular tourist destination known for its scenic Napa Valley location, exceptional wineries and restaurants, historic Main Street and small town agricultural character.

D. The City of St. Helena stands out in the Napa Valley for its ability to attract visitors while also supporting the needs of its resident population. Maintaining the balance between the quality of life for residents and those who work in the City and the visitors who help to sustain the City's tourist economy is key to maintaining a sustainable community and a stable economy.

E. Time-share uses are not an appropriate land use in the City's residential districts due to the multiple occupancy of time-share properties, the short-term, tourist oriented use of such property and commercial management of time-share facilities, all of which

create increased traffic generation, excessive noise, disruption to residential communities through commercial-level maintenance of the time-share facilities, and therefore are appropriately confined to commercial zoning districts.

F. Conversion of permanent housing to time-share facilities removes existing housing units from the City's existing stock and exacerbates an already severe housing shortage.

G. It is therefore in the public interest to prohibit conversions of existing housing units into time-share facilities, as to do so eliminates needed housing stock by diverting those units to a tourist-oriented, commercial use.

17.138.020 Definitions

For purposes of this Chapter, the following words and phrases shall have the meaning respectively ascribed to them by this Section:

"Accommodation" means any dwelling unit, apartment, condominium or cooperative unit, hotel or motel room, or other structure constructed for residential use and occupancy, including but not limited to a single family dwelling, or unit within a two family dwelling, three family dwelling, multiple family dwelling, or townhouse dwelling as defined in Section 17.04.160.

"Building" shall have the meaning ascribed to it by Section 17.04.160.

"Dwelling unit" shall have the meaning ascribed to it by Section 17.04.160.

"Managing entity" means the person who undertakes the duties, responsibilities and obligations of the management of a time-share plan.

"Person" means a natural person, corporation, limited liability company, partnership, joint venture, association, estate, trust, or other legal entity, or any combination thereof.

"Time-share instrument" means one or more documents, by whatever name denominated, creating or governing the operation of a time-share plan and includes the declaration dedicating accommodations to the time-share plan.

"Time-share interest" means the right to exclusively occupy a time-share property for a period of time on a recurring basis pursuant to a time-share plan, regardless of whether or not such right is coupled with a property interest in the time-share property or a specified portion thereof.

"Time-share plan" means any arrangement, plan, scheme, or similar device, whether by membership agreement, bylaws, shareholder agreement, partnership agreement, sale, lease, deed, license, right to use agreement, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of an accommodation or accommodations, whether through the granting of ownership rights, possessory rights or otherwise, for a period of time less than a full year during any given

year, on a recurring basis for more than one year, but not necessarily for consecutive years.

“Time-share property” means one or more accommodations subject to the same time-share plan, together with any other property or rights to property appurtenant to those accommodations.

“Time-share use” means the use of one or more accommodations or any part thereof, as a time-share property pursuant to a time-share plan.

17.138.030 Time-share Uses Restricted to Service Commercial (SC) and Central Business (CB) Districts

Time-share uses are conditional uses within the City’s Service Commercial (SC) District and Central Business (CB) District, subject to approval of a conditional use permit applied for and approved in conformance with this Chapter. Time-share uses are not permitted in all other Zoning Districts in the City.

17.138.040 Application Process and Development Standards

A. Application Process. Approval of a conditional use permit for time-share uses in the Service Commercial District or Central Business District shall be required in accordance with the requirements of Chapter 17.168. In addition to the application requirements contained in Chapter 17.168, an application for a time-share use shall be accompanied by the following documents which shall be subject to the approval of the planning director:

1. Management Plan. A management plan shall describe the methods employed by the applicant to guarantee the future adequacy, stability, and continuity of a satisfactory level of management and maintenance of the time share use.

2. Application Requirements. In addition to any application requirements established by this section and any other applicable requirements of this code, the following information shall be submitted as part of any application to develop or establish a time-share use:

- a. Typical floor plans for each accommodation.
- b. The phasing of the construction of the accommodations on the time-share property, if applicable.
- c. A description of any ancillary uses which are proposed in conjunction with the time share use.
- d. A description of the method of management of the time share use and indication of the management entity for the time-share property.
- e. Any restrictions on the use or occupancy of the accommodations.

f. Any other information or documentation the applicant, city staff or commission deems reasonably necessary to the consideration of the time-share use, including any required environmental documents.

B. Development Standards and Operational Requirements. Notwithstanding any other provision of this chapter, the following conditions must be met by any time-share use in any conditionally permitted zone. Additional requirements may be attached to a conditional use permit or development agreement if found to be necessary to assure that the time-share use meets the intent of this chapter:

1. Time-share uses developed in the Service Commercial District or Central Business District shall be limited to accommodations in upper floors in conjunction with a mixed-use project.

2. No existing residential use in the Service Commercial or Central Business District shall be converted to a time-share use.

3. Development Standards. The time-share use shall comply with all development standards for the zone in which it is located.

4. Parking. Parking shall be provided as follows:

a. For accommodations of two or fewer bedrooms, one parking space shall be provided for each accommodation.

b. For accommodations of three or more bedrooms, two parking spaces shall be provided for each accommodation.

4. Modification or Waiver of Standards. The planning commission may modify or waive one or more of the regulations contained in this section if it determines that strict compliance is not necessary to achieve the purpose and intent of this section.

17.138.060 Violations, Enforcement and Civil Penalties

A. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published, advertised or disseminated in any way and through any medium, the availability for sale or use of an accommodation in violation of this chapter is guilty of a misdemeanor for each day in which such accommodation is used, allowed to be used, or advertised for sale or use in violation of this chapter. Such violation shall be punishable pursuant to Chapter [1.20](#).

B. Time-share use, and/or advertisement for time-share use, of an accommodation in violation of this chapter is a threat to public health, safety or welfare and is thus declared to be unlawful and a public nuisance. Any such nuisance may be abated and/or restored by the enforcement official and also may be abated pursuant to Chapter [1.12](#), except that the civil penalty for a violation shall be one thousand dollars (\$1,000.00). Each day the violation occurs shall constitute a separate offense.

C. Any responsible person who violates this chapter shall be liable and responsible for a civil penalty of one thousand dollars (\$1,000.00) per violation per day such violation occurs. The city may recover such civil penalty by either civil action or administrative citation. Such penalty shall be in addition to all other costs incurred by the city, including without limitation the city's staff time, investigation expenses and attorney's fees.

1. Where the city proceeds by civil action, the court shall have discretion to reduce the civil penalty based upon evidence presented by the responsible person that such a reduction is warranted by mitigating factors including, without limitation, lack of culpability and/or inability to pay. Provided, however, that in exercising its discretion the court should consider the purpose of this chapter to prevent and deter violations and whether the reduction of civil penalties will frustrate that purpose by resulting in the responsible person's enrichment or profit as a result of the violation of this chapter. In any such civil action the city also may abate and/or enjoin any violation of this chapter.

2. Where the city proceeds by administrative citation, the city shall provide the responsible person notice of the right to request an administrative hearing to challenge the citation and penalty, and the time for requesting that hearing.

a. The responsible person shall have the right to request the administrative hearing within forty-five (45) days of the issuance of the administrative citation and imposition of the civil penalty. To request such a hearing, the responsible person shall notify the city clerk in writing within forty-five (45) days of the issuance of the citation. The appeal notification shall include all specific facts, circumstances and arguments upon which the appeal is based.

b. The city manager is hereby authorized to designate a hearing officer to hear such appeal. The city hearing officer shall conduct a hearing on the appeal within ninety (90) days of the request for the hearing unless one of the parties requests a continuance for good cause. The hearing officer shall only consider those facts, circumstances or arguments that the property owner or responsible person has presented in the appeal notification.

c. The hearing officer shall render a decision in writing within thirty (30) days of the conclusion of the hearing. The hearing officer shall have discretion to reduce the civil penalty based upon evidence presented by the property owner or responsible person that such a reduction is warranted by mitigating factors including, without limitation, lack of culpability and/or inability to pay. Provided, however, that in exercising its discretion the hearing officer should consider the purpose of this chapter to prevent and deter violations and whether the reduction of civil penalties will frustrate that purpose by resulting in the property owner's or responsible person's enrichment or profit as a result of the violation of this chapter.

d. Any aggrieved party to the hearing officer's decision on the administrative appeal may obtain review of the decision by filing a petition for writ

of mandate with the Napa County superior court in accordance with the timelines and provisions set forth in Government Code Section [53069.4](#).

e. If, following an administrative hearing, appeal, or other final determination, the owner of the property is determined to be the responsible person for the civil penalty imposed by this section, such penalty, if unpaid within forty-five (45) days of the notice of the final determination, shall become a lien to be recorded against the property on which the violation occurred pursuant to Chapter [1.12](#). Such costs shall be collected in the same manner as county taxes, and thereafter the property upon which they are a lien shall be sold in the same manner as property now is sold for delinquent taxes.

D. Any violation of this chapter may also be abated and/or restored by the enforcement official and also may be abated pursuant to Chapter [1.12](#), except that the civil penalty under Chapter [1.12](#) for a violation shall be one thousand dollars (\$1,000.00).

E. Each day the violation of this chapter occurs shall constitute a separate offense.

F. The remedies under this chapter are cumulative and in addition to any and all other remedies available at law and equity.”

SECTION 3: Deletion of Section 17.112.130

Section 17.112.130 is hereby deleted in its entirety.

SECTION 4: Amendment of Section 17.48.030

Section 17.48.030 is hereby amended to add the following text as a separate line immediately following “Theaters, movie and legitimate;”, and immediately prior to “Tobacco/smoke shop, including the sale of tobacco, tobacco and/or nicotine products and equipment for smoking;”:

“Time share uses, pursuant to Sections 17.138.030 and 17.138.040;”

SECTION 5: Amendment of Section 17.52.030

Section 17.52.030 is hereby amended to add the following text as a separate line immediately following “Theaters, movie and legitimate;”, and immediately prior to “Tobacco/smoke shop, including the sale of tobacco, tobacco and/or nicotine products and equipment for smoking;”:

“Time share uses, pursuant to Sections 17.138.030 and 17.138.040;”

SECTION 6: CEQA

This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that this ordinance is not subject to CEQA because the adoption of this ordinance is not a "project" pursuant to Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations.

Moreover, under Section 15061(b)(3) of the State CEQA Guidelines, this ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

SECTION 6: Effective Date

This ordinance shall take effect 30 days after its final adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 2022, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2022, by the following vote:

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

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafoopoulos, City Clerk

From: Mari Jansdotter <mjansdotter@yahoo.com>
To: Anna Chouteau
Sent: 6/8/2021 7:25:45 AM
Subject: Re: [External] 1242 Madrona pictures Re: Pacaso

Thank you, Anna, for your kind reply.

I'm sorry you all have to go through this lawsuit by Pacaso and hope the judge find in your favor.

I have a follow-up question. Do you know who I should address it to?

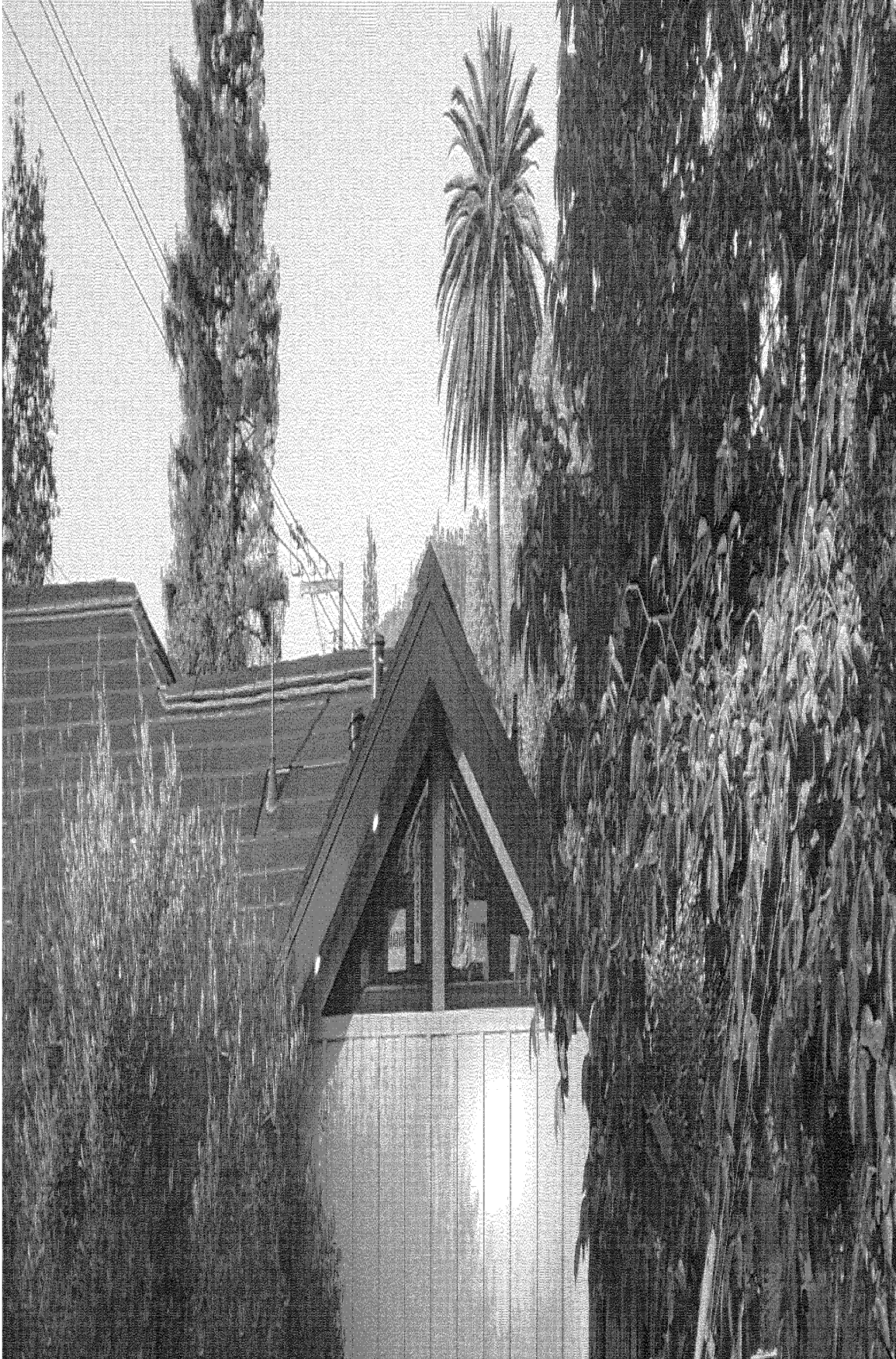
The Pacas house building on Kearney across the street from us has installed lights under the roofline that are on all night and installed in such a way they shine straight into our house, especially my daughter's bedroom.

Are there any ordinances that I could refer to that help me ask them to please cover / redirect those lights or at least turn them off after 10 p.m?

Thank you!

Best
Mari





Sent from Yahoo Mail on Android

On Tue, Jun 8, 2021 at 7:12 AM, Anna Chouteau
<AChouteau@cityofsthelena.org> wrote:

Hi Mari,

Thank you for your email. I forwarded your email to City staff about the specific permitting questions. Our planning director is out of the office this week.

We are defending ourselves in the lawsuit. Our City Attorney filed an anti-SLAPP motion that is now public information and the hearing will be coming up this summer.

All my best,
Anna

Sent from my iPad

On Jun 7, 2021, at 6:01 PM, Mari Jansdotter <mjansdotter@yahoo.com> wrote:

To clarify, do they have permit allowing the new structure going up at 1242 Madrona?

The rendering from original sales listing shows a trellis (see attached) but a structure looking like a live-on unit close to (and taller than) the Oak neighbour' fence is being built. See pictures from today

<20210607_175202.jpg>

<20210607_175219.jpg>

Sent from Yahoo Mail on Android

On Mon, Jun 7, 2021 at 5:38 PM, Mari Jansdotter
<mjansdotter@yahoo.com> wrote:

Thank you for doing all you can to stop Pacaso!

I am not o.k. with Pacaso's violation of city ordinance and I support the city's legal fight.

In addition to signing the petition and putting a No Pacaso sign outside my home, what else can we on the community do to help, please?

I finally afforded my dream home after moving several times the last 10 years, only to a year later have 4! of these Pacaso 'time share' like vacation LLC/commercially owned houses popping up in my neighborhood.

I'm devastated - this is supposed to be a residential area!!

I am very worried about my family's safe & peaceful living situation, now that I'll be impacted by 4 of these houses (one across the street) - each with 8 groups of owners and/or their guests circulating in and out all year round.

Many Pacaso have 4 bedrooms that easily accommodate 8+ people, and pool in the backyards with outdoor areas for gatherings/parties.

It's a huge difference having your neighbor throwing an occasional party versus non-stop having a new group of people next door visiting for thier token time of vacation / partying.

Pacaso houses also come with increased parking problems as these properties tend not have garages or driveways (often transformed into addl bedroom).

Specifically would you mind looking into building code the one at 1242 Madrona / Oak?
Looks like they're adding a guest house with vary narrow set back from the oak side neighbor.
Is that an approved building? Maybe they're getting around that by making it a partial garage?

Add to that, the 4 Pacaso houses are all in close proximity of RLS with kids walking / biking to and from school.

What are the safety concerns that this is imposing with new people circulating in and out all year round and increased car traffic? Worst case scenario there will be a liability situation that will put a stop to Pacaso.

Please, please stop Pacaso before we even get close to that.

Respectfully,

Mari Jansdotter

Sent from Yahoo Mail on Android

PACASO = PARTY HOUSES!

Debbie Polverino 5/11/2021

To the members of the City Council. In the recent Napa Register article, Austin Allison agrees that short term rentals are a problem, that commercial Timeshares are a problem- that's not what Pacaso is he said. Yet, Pacaso listed the Valley View Street "Pool House" as a 1/8 Timeshare Ownership property. After the city was notified by several concerned citizens and myself regarding "timeshares" listed for sale in residential zoned areas, Pacaso changed its online marketing from "1/8 Timeshare Ownership to 1/8 Shared Ownership. Owners who purchase still share the property in available time slots just like a timeshare.

Living next door to a Pacaso home has been living next door to a full-time party house! The constant music with speakers blaring, loud conversations until 2 am and later, noise violations along with excessive vehicles parked on the street or in front of our homes. The additional noise of gardeners blowing dirt and leaves into our yard, Pool service, catering trucks, housekeeping scheduled more frequently. Open houses are held with statements made with, "this is a great place for pool parties and entertaining, it's a perfect place to bring friends and extended family."

This home on Valley View Street was a weekend getaway home for the previous owners who had loud weekend parties. It was a constant nightmare and all the homes nearby complained. Now the property has been split up to 8 owners. The Saint Helena P.D. has already been to this home at least 3 times for noise violations after 10pm. There must be a way to stop these repeated violations and offenders.

Pacaso's has written policies for its owners on their website that they must adhere to. No parking on the street, no parties, no noise after 9pm to 7am, no dogs over 80 pounds. Policies have been broken several times already from each group including the Pacaso's owners.

According to Mr. Allison, Saint Helena is running a dishonest campaign against Pacaso. Pacaso claims discrimination of outside ownership which is not the case. As we all know we welcome all people the opportunity to live in our quiet small town. Pacaso selling an 1,100 square foot home which is smallest of any home on our street for \$1.7M is dishonest in my opinion. This is what he says is affordable housing for second home buyers who are paying in full, plus maintenance fees?

When commercial companies buy a dozen homes in Napa Valley and plans additional purchases to be split up to 8 shares it is not committed to the community or our quiet neighborhoods. Zoning is in place for a reason. Commercial companies operating in full time residential streets should adhere to the rules that are in place and only buy up in areas where other vacation homes are abundant and not a disruption.

What happens should we decide to sell our home? How will people feel about buying next door to a home owned by 8 owners who don't know each other and all come at different time slots for as little as 2 days at a time? We will have to disclose this information. This put a negative mark on our property. This is something I want you to think about! Say NO to Pacaso! Thank you.

From: Amy Caldarola <amycal@comcast.net>
To: Paul Dohring
CC: Anna Chouteau; Lester Hardy; Eric Hall
Sent: 5/23/2021 1:04:24 PM
Subject: [External] Picaso

Dear Council Members,

This is Amy Caldarola here. I am very concerned about Picaso buying property in our residential neighborhoods under the guise of democratizing home ownership. This is not affordable housing. Picaso properties are time-shares and short-term rentals which violate municipal code provisions. The presence of these properties in residential neighborhoods is inappropriate and will degrade the quality of life. It has already done so with Picaso's property on Valley View; those neighbors are suffering with loud noise, music, and parties that go on to after midnight; even calling the police does not seem to stop them. I support the city in doing everything possible to defeat them. I also support a counter law suit against them if it makes legal sense. With that said, we are fighting for the soul of our community and this needs to be a number one priority. Picaso is in Napa, Sonoma, Healdsburg, and probably will move into Calistoga and Yountville. This is a fight worth fighting. It might be helpful for the affected counties and municipalities to join their resources together to oppose them. Please outline for me what the city is doing and what the plan is.

Thank you. I really appreciate you taking the time to keep me informed on this very important and pressing issue. We must act now!

Sincerely,
Amy Caldarola

May 11, 2021

Good evening City Council members. My name is Clare Barr and I live in St. Helena. Tonight I would like to speak about the Pacaso Vacation Share homes.

I listened carefully to the public comments of Pacaso Share owners made at our last City Council meeting. They sounded sincere in their desire to be a part of the St. Helena community. The problem is they have bought into a business model that will make that nearly impossible.

To be a part of a real community means forming bonds with neighbors. How can that come about with a home next door that has possibly dozens of strangers coming and going, with visits no longer than 14 days at a time, a few times a year? And with the likelihood of visits gifted by other share owners, and a cleaning crew who appears before each arrival, the number swells. With the result that a Pacaso share owner, is viewed by their neighbors as only one in a sea of unfamiliar faces.

And though the intentions of some of the share buyers might be good, can we say the same for all 7 of the remaining shareowners? One of whom might gift a weekend to his brother for a blowout bachelor party? Or as was the case in Napa, a single shareowner who conducted retreats in which close to a dozen visitors would come and go within one stay. That particular shareowner was charging her guests, which is a complication on an entirely different level.

Pacaso would have us believe that their sharebuyers are families who simply want a quiet, lovely getaway. But in actuality, a Pacaso home is built for partying. Their own website says of one offering "This home takes entertaining to new heights". And yet another listing says that a

particular home “has been completely re-imagined to accommodate families, friends, and large groups”. Another listing offers “year round fun and adventure”.

Now, none of us resent the visitor who wants to have fun. Indeed, our beautiful valley is an ideal place for celebration. And we all do that on occasion. But when you realize that every single visitor owning a Pacaso share has been wooed with the promise of “fun and adventure” within a house “built for entertaining”, then you have the possibility of major partying with each and every visitor, all crammed into stays that last from 2-14 days. This is transient occupancy in our residential neighborhoods that cannot possibly be regulated under the Pacaso system.

There is a reason why we have ordinances in place that designate where tourists and visitors can stay. It allows us to appreciate our visitors, giving them the space and accommodations in which to party and celebrate, while we ourselves can conduct our daily lives in the sanctuary of our residential neighborhoods. Which in turn, are places where we know our neighbors so well that we trust them with our keys, our pets, and even our children. With whom we share joy and sometimes sorrow, and whom are quick to lend a hand in times of crisis.

And if we have learned anything in the last few years, it is that the ability to know and rely on our neighbors is the very thing that sustains our community through thick and thin. A vacation home with a parade of visitors coming and going, does not belong in our residential neighborhoods. Please Say No to Pacaso.

Clare Barr
St. Helena

From: Beth Gray <bgray14@gmail.com>
To: Geoff Ellsworth
Sent: 5/22/2021 3:01:13 PM
Subject: [External] Pacaso

Dear Mr. Mayor,

I am writing to express my strong opposition against the infiltration of Pacaso and their timeshare strategy in the city of Saint Helena. As a full-time resident here in the city (and as your neighbor), I find it atrocious that the city has not been able to stop the infiltration of this community destroying business model. This business will do nothing but destroy our community. As an example, I witnessed the dumping of water from the pool into the creekbed from a home purchased by Pacaso right on the corner of Sylvaner/Reisling as they began to redevelop the home and expect to list it as fractional ownership. Illegal dumping of the pool water with disregard to any of the environmental consequences demonstrates their utter lack of care about the community. Similarly, hearing from the neighbors who live next to a Pacaso home on Valley View, I can only shake my head and sympathize with the poor neighbors having to deal with multiple cars showing up and loud music being played at all hours.

One of the reasons I moved from San Francisco to Saint Helena was to enjoy the quiet sounds of nature, the beautiful outdoors - not to listen to vacationers who only want to party for the two weeks that they have their time in the home. Please protect our city from these timeshares.

I understand the city is being sued. I hope that we can collectively put the necessary resources behind this lawsuit to stop Pacaso from any more timeshares in St. Helena.

Respectfully,
Beth Gray

Cindy Tzafopoulos

From: Naseem Moeel <nmoeel@pacaso.com>
Sent: Friday, April 8, 2022 3:11 PM
To: Cindy Tzafopoulos
Subject: [External] Request for Public Comment on City Council Agenda for 4/12/22

Hello Cindy,

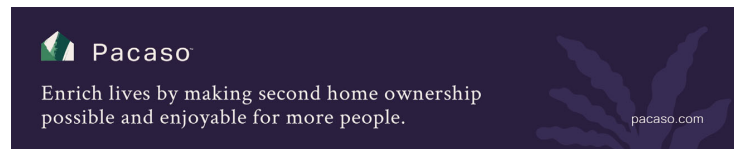
I'd like to request to open up public comment for consent item 8.3 on City Council's regular meeting agenda for April 12, 2022.

Would you kindly confirm receipt of this email?

Thank you so much,
Naseem

--

Naseem Moeel
Public Affairs Manager
707.266.6883



Cindy Tzaopoulos

From: Robert Hubner <randshubner@gmail.com>
Sent: Tuesday, April 12, 2022 2:14 AM
To: Public Comment
Subject: [External] St. Helena City Council (4/12/22); Public Comment Via Telephone by Reservation

Dear City Clerk:

I wish to give public comment to the City Council on Consent Item 8.3 at its calendared 4/12/22 meeting. Please reserve this opportunity for me.

Thank you,

Shelley Hubner
(415) 640-5509



Report to the City Council
Regular City Council - 12 Apr 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution approving an Employment Agreement with David Jahns and Ratifying the City Manager's Appointment to serve as the Parks & Recreation Director; and in accordance with California Code Section 54953(c)(3) the recommended final action for Recreation Director beginning April 25, 2022 provides for an annual base salary of \$126,426 (Step A) with the following benefits, vehicle allowance of \$200 per pay period, Deferred Compensation City match of up to \$200 per month, health benefits consistent with the benefits offered to other employees of the City, and will receive retirement benefits at a Classic Tier 1 formula of 2% at 60, final compensation based on highest 12-month period

CEQA Determination: Not a CEQA project

Prepared By: Angela Cotton, Human Resources Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

The City's Recreation Director resigned in November 2021. During this time the City conducted a recruitment for the Recreation Director position. The City received 22 applications for the position. The nine highest ranking applicants were selected and interviewed by a distinguished panel on February 3, 2022, followed by a second interview panel on February 14, 2022 of the four highest rated candidates. The final top candidate has been identified as Mr. Jahns.

DISCUSSION

David Jahns was interviewed and has been selected to serve as the City's next Parks & Recreation Director. Mr. Jahns has over 11 years of full-time experience in the field of parks and recreation including time as a Recreation Coordinator, Recreation Supervisor, and Recreation Manager for the City of Healdsburg where he oversaw recreation programming and facilities, special events, aquatics, senior services, and arts & culture initiatives. Additionally, Mr. Jahns has served on project teams for various long-term community planning processes including a Parks and River Access Master Plan, system-wide Parks and Facilities Assessment, and an Arts and Culture Master Plan.

Mr. Jahns holds a degree in Recreation, Parks, and Tourism Administration from California Polytechnic State University, San Luis Obispo, is an active board member with the California Parks And Recreation Society's District I, and has taken part in the National Recreation and Park Association's Supervisors Management School. Mr. Jahns has completed professional certificate programs in the fields of community leadership, natural resource stewardship, and emergency operations management and meets all other requirements for the Director position.

FISCAL IMPACT

Funding for this position is included in the FY 2021/22 adopted budget.

RECOMMENDED ACTION

Staff recommends the City Council adopt the attached resolution.

ATTACHMENTS

[Employment Agreement DaveJahns Final04.8.22](#)

[Resolution_Dave Jahns Employment Agreement4.8.22](#)

Dave Jahns Employment Agreement
City of St. Helena
Page 1 of 8

EMPLOYMENT AGREEMENT FOR PARKS & RECREATION DIRECTOR

Between

CITY OF ST. HELENA AND DAVID JAHNS

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of April 25, 2022, between THE CITY OF ST. HELENA, a municipal corporation (City), and David Jahns (Parks & Recreation Director), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ David Jahns as Parks & Recreation Director for the City of St. Helena.

WHEREAS, David Jahns desires to serve as Parks & Recreation Director of the City of St. Helena beginning on April 25, 2022.

WHEREAS David Jahns has the necessary education, experience, skills, and expertise to serve as the City's Parks & Recreation Director; and

WHEREAS, The City Manager, as appointing power, and David Jahns desire to agree in writing to the terms and conditions of David Jahns employment as the Parks & Recreation Director.

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

AGREEMENT

1. Powers and Duties of the Parks & Recreation Director

- a) Director shall have the powers and shall perform the functions and duties specified in the job description and in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, as well as to perform other legally permissible and proper duties and functions as the City Manager may from time-to-time assign.
- b) Director shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.
- c) Director shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement

Dave Jahns Employment Agreement
City of St. Helena
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and annually thereafter, Employee must complete disclosure forms required by law.

- d) Director shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Parks & Recreation Director.
- e) Director shall devote full time to the performance of his duties; the Director shall notify the City Manager of any outside employment, which employment shall not interfere with the Director's City job duties, pose a conflict of interest, or be inappropriate for a City employee.
- f) Director shall maintain all applicable certifications and licenses required for the Parks & Recreation Director, as a condition of his employment, including a valid California Drivers's License unless it is not possible because of a documented medical reason.

2. Term

This Agreement is effective April 25, 2022, and will continue in effect until terminated as provided herein. As stated in Section 3, Director's employment is for no defined term or period, and may be terminated by the City Manager at any time pursuant to Section 4. For purposes of Section 4 and Government Code Section 53260 only, Director's employment shall be deemed to have an unexpired term of three (3) months in the event of involuntary termination without cause pursuant to Section 4 (c).

3. At-Will Employment

- a) The Parties recognize and affirm that: (1) the Director is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Director for any form of continued employment and (3) upon termination of this Agreement, the Director understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Director and the City.
- b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Parks & Recreation Director; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

Dave Jahns Employment Agreement
City of St. Helena
Page 3 of 8

4. Termination of Agreement

This Agreement may be terminated as follows:

- a) **By Mutual Agreement.** The City Manager and Director may terminate this Agreement at any time by mutual written agreement.
- b) **Termination by City.** The City Manager may, in his or her sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Director.
- c) **Severance.** Subject to the limitations of Government Code Sections 53260 and 53261, if the City Manager terminates this Agreement without cause while the Director is still willing and able to perform the duties of Parks & Recreation Director, the Director shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Director after notice of the termination shall be debited from the period of severance pay. Eligibility for such severance payment is expressly conditioned upon Director's execution, and non-revocation, of a written agreement for (i) a waiver and release of any and all claims against City, (and its officers, elected officials, employees, etc.) to the full extent permitted by law, and (ii) a covenant not to sue. (An appropriate written agreement will be prepared by the City Attorney and furnished to Employee.) However, in the event the Director is terminated for cause, the Director shall be entitled to only the compensation earned and accrued and such termination benefits and payments as may be required by law, but shall not be entitled to any severance benefits.
- d) **Resignation by Director.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Director to resign at any time from his position as Parks & Recreation Director. Director may terminate this Agreement by submitting written notice of his resignation to City. As a courtesy, Director shall give the City thirty (30) days written notice of his intention to resign.
- e) **Rights and Remedies of Director upon Termination.** Nothing in this Agreement is intended to, or does, confer upon Director any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment, except as may be required under California or federal law. Director may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to overturn the termination.
- f) **Resignation in Lieu of Termination.** If the Director is terminated without cause, the Director shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Director

Dave Jahns Employment Agreement
City of St. Helena
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resigned, and Director would remain eligible for severance as provided in subsection (c) above.

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

5. Compensation and Benefits.

- a) City agrees to pay Director for his services pursuant to the City's publicly available salary schedule for the Director. Effective April 25, 2022, the Director's shall be placed at Step A of the Parks & Recreation Director salary schedule (currently \$126,426). Salary for the Director shall be payable in installments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager within the publicly available salary schedule. The Director shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.
- b) **Performance Review.** The City Manager shall evaluate the Director's performance by September 25, 2022, and at least annually thereafter.
- c) **CalPERS.** CalPERS. CalPERS. Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a Tier One Classic Member (2%@60), as described in the Unrepresented Compensation Program. Employee shall contribute the total "employee contribution," and any applicable cost sharing requirements applicable to City Department Heads as set forth in the Unrepresented Compensation Program (currently 1% cost sharing). The City must comply with the requirements of law and CalPERS rules and regulations governing the CalPERS retirement program, and makes no promises regarding any particular level of benefits that will be provided under that program.
- d) The City participates in Social Security; the employee contribution (currently 6.2%) will be deducted from the Director's gross pay.
- e) Director shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the Unrepresented Compensation Program, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Director's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

Dave Jahns Employment Agreement
City of St. Helena
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- f) Director shall receive fifteen (15) days paid vacation during each full year of his first five years of employment. Upon commencing employment, the Director shall receive forty (40) hours of vacation as an advance accrual of vacation time. After completing four (4) months of employment, the Director will accrue vacation leave in the same manner and under the same limitations afforded in the Unrepresented Compensation Program. Upon completion of year five (5), the Director may accrue an additional eight (8) hours of vacation per year up to twenty (20) days. On the Director's 25th anniversary and every five years thereafter, one additional day will be awarded on that year. The maximum amount of accrued vacation may not exceed 280 hours.
- g) Director shall receive two (2) days of paid personal convenience holidays (floating holidays) awarded January 1st of each full year of his first five (5) years of employment. Upon completion of year five (5), the Director will be awarded three (3) additional days of floating holidays per year for a total of five (5). Director shall receive five (5) days of executive leave awarded January 1st and five (5) additional days of executive leave awarded on July 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited. For purpose of calculating Vacation accruals and Floating Holidays; time shall be based on the Director's initial date of hire with the City.
- h) Director shall be entitled to twelve (12) days sick leave each year. Upon commencing employment, the Director shall receive forty (hours) of sick leave as an advance accrual of sick leave. After completing five (5) months of employment, the Director will accrue sick leave in the same manner and under the same limitations afforded in the Unrepresented Program.
- i) **Vehicle Allowance.** Director will receive a vehicle allowance of \$200 per month.
- j) **Communications.** Director will have the use of a City cellular phone and iPad pursuant to policies established by the City.
- k) **Professional Development and Training.** City shall pay for Director's annual training and membership to essential professional associations.
- l) **Hours of Work.** The Director is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director position. If mutually agreed to between the City Manager and the Director, the Director may have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports

Dave Jahns Employment Agreement
City of St. Helena
Page 6 of 8

and materials are the property of the City and shall be promptly delivered to the City Manager. Director shall keep all information acquired through this position in the strictest confidence.

7. Indemnification

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

8. Limitations/Reimbursements

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

- a. In the event the Director is placed on paid leave pending an investigation, Director shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.
- b. In the event City pays for the Director legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.
- c. If this contract is terminated, any cash settlement related to the termination that Director may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime that constitutes "abuse of office or position" as defined in Government Code Section 53243.4.

9. Attorney's Fees

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

Dave Jahns Employment Agreement
City of St. Helena
Page 7 of 8

10. Jurisdiction and Venue

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

11. Notices

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

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

TO EMPLOYEE: David Jahns
 Last home address on file with the City

12. Entire Agreement

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

13. Severability

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

14. Assignment

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

15. Informed and Voluntary Agreement

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

Dave Jahns Employment Agreement
City of St. Helena
Page 8 of 8

16. Agreement Subject to Council Ratification

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

IN WITNESS WHEREOF, City and the Parks & Recreation Director have entered into and executed this Agreement as of the 25th day of April 2022.

CITY OF ST. HELENA
A Municipal Corporation

PARKS & RECREATION DIRECTOR

By: _____
James McCann

By: _____
David Jahns

Approved as to Form:

By: _____
Ethan Walsh
City Attorney

CITY OF ST. HELENA

RESOLUTION NO. 2022-__

RATIFYING THE CITY MANAGER'S APPOINTMENT OF DAVE JAHNS AS THE PARKS AND RECREATION DIRECTOR AND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ST. HELENA AND DAVE JAHNS; AND IN ACCORDANCE WITH CALIFORNIA CODE SECTION 54953(c)(3) THE RECOMMENDED FINAL ACTION FOR PARKS AND RECREATION DIRECTOR BEGINNING APRIL 25, 2022 PROVIDES FOR AN ANNUAL BASE SALARY OF \$126,426 (STEP A) WITH THE FOLLOWING BENEFITS, VEHICLE ALLOWANCE OF \$200 PER MONTH, DEFERRED COMPENSATION CITY MATCH OF UP TO \$200 PER MONTH, HEALTH BENEFITS CONSISTENT WITH THE BENEFITS OFFERED TO OTHER EMPLOYEES OF THE CITY, AND WILL RECEIVE RETIREMENT BENEFITS AT A CLASSIC TIER 1 FORMULA OF 2% AT 60, FINAL COMPENSATION BASED ON HIGHEST 12 CONSECUTIVE MONTHS PERIOD.

RECITALS

- A. The City of St. Helena conducted a recruitment process for a Parks and Recreation Director; and
- B. Dave Jahns participated in that process and ultimately emerged as the preferred candidate.

RESOLUTION

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

- 1. Ratify City Manager's appointment of Dave Jahns as Parks and Recreation Director; and
- 2. Approve and authorize the City Manager to enter into an Employment Agreement effective April 25, 2022, with Dave Jahns as the Parks and Recreation Director of the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 2022, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 12 Apr 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution Approving the Hiring of Napa Valley Community Housing (NVCH) by Our Town St. Helena to be the Property Manager for the Affordable Housing Projects located at 963 Pope Street and 723 Hunt Avenue in the City of St. Helena, California

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Administrative Services Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

In recent years, Our Town St. Helena (OTSH), a 501(c)3 non-profit organization, has purchased properties in St. Helena to preserve and build housing that is affordable to vital community members. Two of the purchases were made possible by loans from the City – 963 Pope Street and 723 Hunt Avenue (Christine Apartments). Both loan agreements required regulatory agreements whereby rents are restricted at affordable levels for 55-years (“Regulatory Agreements”), among other provisions.

The most recent purchase of the four-unit Christine Apartments in June 2021 increased OTSH’s rental portfolio to six units, and the amount is expected to increase almost tenfold over the coming few years. Property management is a specialty, particularly for properties that are regulated by lenders and affordability covenants, so at this juncture OTSH would like to retain a professional property manager with experience overseeing affordable rental properties, monitoring regulatory agreements and ensuring lender and government compliance.

DISCUSSION

Section 5 of the Regulatory Agreements requires no less than 60 calendar days prior to hiring any Property Manager or executing any amendment to a Management Agreement, OTSH shall provide documentation to the City as is reasonably necessary to evaluate the proposed Property Manager's experience and qualifications. The Regulatory Agreement stipulates the proposed property manager must have, "at least five years' experience in the operation and management of similar size rental housing developments, and at least three years' experience in the operation and management of rental housing developments containing below-market rate units, without any record of material violations of discrimination restrictions or other applicable laws." The Regulatory Agreement for 723 Hunt Avenue is included as Attachment 1 for reference.

To that end, on March 28, 2022, OTSH Executive Director, Jennifer La Liberte reached out to the City proposing OTSH hire Napa Valley Community Housing (NVCH) as its property manager and attests that NVCH meets the requirements of the Regulatory Agreements. NVCH was formed in 1997 through the merger of two housing agencies – Housing Association for Napa Development (HAND, incorporated 1977) and Napa Valley Family Home (NVFH, incorporated 1986). NVCH is a 501(c)3 non-profit affordable housing development and management organization that has developed, acquired and rehabilitated over 900 apartments and homes serving tens of thousands of Napa County residents. NVCH also played a lead role in the development and oversight of three farmworker housing centers and established the Von Brandt Family Center which provides services to local residents and non-resident community members.

Presently, NVCH manages 506 homes on 19 properties, with a resident population of nearly 1,900 children, families, agricultural workers, seniors and veterans, 17 of which are affordable housing for low-income residents. NVCH currently owns and manages a six-unit rental property on Monte Vista Court in St. Helena.

As of June 2020, Erica Roetman Sklar is the Chief Executive Officer of NVCH. In 2019 Erica worked as a consultant for OTSH and is a long-time resident of St. Helena. She oversees an experienced property management team whose members are familiar with St. Helena that would be assigned to manage OTSH's properties. In addition to the proposed property management agreement, OTSH has NVCH under contract to provide project management services to complete the predevelopment for the 963 Pope Street project, and the two organizations are partnering on funding applications for the development of the project and intend to partner on the construction if funding applications are successful.

As stated in the first paragraph, OTSH shall provide no less than 60 calendar days notice; however, Section 5 further states, "No Property Manager shall be hired, or Management Agreement signed or amended, without City's prior approval thereof, which shall not be unreasonably withheld or delayed." Taking this into consideration, OTSH is requesting City Council approve the use of NVCH as property manager effective May 1, 2022.

FISCAL IMPACT

None

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution.

ATTACHMENTS

[Attachment 1 - Regulatory Agreement 723 Hunt Avenue](#)

[Attachment 2 - Resolution OTSH](#)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of St. Helena
1572 Railroad Avenue
St. Helena, Ca 94574
Attention: City Clerk

*EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE § 27383*

Space above this line for Recorder's use

REGULATORY AGREEMENT

This Regulatory Agreement (“**Agreement**”) is entered into effective as of May 11, 2021 (“**Effective Date**”), by and between the CITY OF ST. HELENA, a California municipal corporation (“**City**”) and our OUR TOWN ST. HELENA, a California non-profit public benefit corporation (“**Declarant**”). City and Declarant are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City and Declarant are parties to a Loan Agreement dated May 11, 2021, (“**Loan Agreement**”) setting forth the terms and conditions of a Loan provided by City from its Affordable Housing Trust Fund to Declarant for the acquisition of 723 Hunt Avenue, St. Helena, Napa County, California, as more particularly described in Attachment A attached hereto and incorporated herein (“**Property**”). The Property is comprised of a legal parcel identified as the Assessor Parcel No. 009-062-013.

B. The Loan Agreement requires, among other things, that upon acquisition of the Property by Declarant, the Parties shall enter into this Agreement to obligate Declarant to rent the four residential units located on the Property to Eligible Households whose gross annual income does not exceed 80% of Area Median Income.

C. The Loan Agreement requires recordation of this Agreement against the Property concurrently with recordation of the Grant Deed transferring the property from the seller to Declarant in order to appropriately condition the use of the existing four residential units on the Property in a manner consistent with the expenditure of Housing Trust Funds.

D. In accordance with the Loan Agreement, City and Declarant now desire to enter into and record this Agreement to ensure that the Property is used for affordable housing purposes as set forth herein.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Incorporation of Recitals; Intent of Agreement.** The Parties acknowledge the truth of the foregoing Recitals, which are incorporated into this Agreement by this reference. The purpose of this Agreement is to provide notice of the occupancy and affordability requirements that apply to the four residential units on the Property. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Declarant and Declarant's successors and assigns.

2. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth in this Section 2.

"Actual Household Size" means the actual number of persons in the applicable household.

"Adjusted for Family Size Appropriate for the Unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code.

"Affordable Rent" means a monthly rent that does not exceed:

For Low-Income Households, the product of 30 percent times 80 percent of the Area Median Income, Adjusted for Family Size Appropriate for the Unit, pursuant to California Health and Safety Code section 50053, as amended, or any successor statute thereto, less a reasonable utility allowance and other fees and charges required to be paid by tenants on a non-optional basis.

"Affordable Units" means the existing four residential units.

"Agreement" means this Regulatory Agreement.

"Annual Report" is defined in Section 4.

"Area Median Income" or "AMI" means the median income for Napa County, California, adjusted for Actual Household Size, as determined by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"City" means the City of St. Helena, a California municipal corporation.

"Declarant" means Old Town St. Helena, a California non-profit public benefit corporation.

"Deed of Trust" means the deed of trust transferring the property from the sellers to the Declarant,

"Effective Date" means the date set forth in the introductory paragraph of this Agreement.

"Eligible Household" means a Low-Income Household.

"Low-Income Household" means households whose gross annual income, adjusted for family size, does not exceed eighty percent (80%) of Area Median Income for Napa County.

"Management Agreement" is defined in Section 5.

"Occupant" shall mean a person over the age of three (3) years who occupies an Affordable Unit for more than fourteen (14) days or more during a one-month period month.

"Party" means City or Declarant.

"Parties" means City and Declarant.

"Property" is defined in Recital A.

"Property Manager" is defined in Section 5.

3. Use and Affordability Restrictions. Declarant hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the use and operation of affordable housing in compliance with the requirements set forth in this Agreement. Until the date which is up to fifty-five (55) years following the date on which this Agreement is recorded in the official records of Napa County, each of the four Affordable Units shall be occupied or held available for occupancy by a Low Income Household at an Affordable Rent. To the extent not in violation of state or federal law fair housing law, Declarant shall give preference in the rental of Affordable Units to Eligible Households with one or more Occupants employed within the City of St. Helena.

3.1.1 No less than one Occupant shall be allowed per bedroom and no more than two Occupants shall be allowed per bedroom plus one. Notwithstanding the foregoing, the existing tenants of the property will remain in their units and as units are vacated and re-released, all new tenants will meet the requirements of this Regulatory Agreement.

3.1.2 Not more than once per year, Declarant may adjust rents in occupied Affordable Units to the level allowed for the family size appropriate to the unit. Declarant may adjust the rent upon vacancy of an Affordable Unit to the level allowed for the family size appropriate to the unit. Declarant must notify the lessee of an Affordable Unit in writing of any increase in such monthly rent at least sixty (60) days in advance of the effective rent adjustment date, and a copy of any such notification shall be sent to City simultaneously. The Declarant shall report any rent increase(s) to the City in the Annual Report, including: (1) the rent adjustment for each Affordable Unit; (2) the new rental amount for each Affordable Unit; (3) the effective date

of the adjustment for each Affordable Unit; and (4) a copy of the written notice provided to the lessee of the Affordable Unit. Failure to provide the notice and reporting required shall be considered a default by Declarant under this Agreement.

3.1.3 The determination of a status as an Eligible Household shall be made by Declarant prior to initial occupancy of the Affordable Unit by such household. The income of all Occupants residing in the Affordable Unit shall be considered for purposes of calculating the household income. Declarant shall not discriminate against prospective lessee's of an Affordable Unit with qualified Public Housing Authority Section 8 certificates or vouchers who are otherwise qualified. In the Annual Report, the Declarant shall report any changes in the Occupants of any Affordable Unit to the City that are known by the Declarant, including the name(s) and household size(s) of the Occupant(s) vacating the Affordable Unit(s) during the reporting period, and, if the Affordable Unit(s) has/have been reoccupied, the name, household size and income of the new Occupant(s) occupying the Affordable Unit(s).

3.1.4 Immediately prior to the first anniversary date of the lease commencement of an Affordable Unit by an Eligible Household, and on each anniversary date thereafter, Declarant shall re-certify the income of the Occupant(s) of such Affordable Unit by obtaining a completed Occupant income certification based upon the current income of each Occupant of the Affordable Unit and Declarant shall take all reasonable steps to verify with reliable documentation the income and household size of the Occupant(s). All documentation obtained by Declarant in connection with the annual Occupant income certification shall be retained by Declarant for three (3) calendar years.

4. Reporting Requirements. The Declarant shall submit to City annual reports ("**Annual Report**") which shall include all reporting required under this Agreement from the date of the previous Annual Report and include the following:

- A. A cover letter to the City describing the status of compliance with this Agreement, including any problems experienced during the reporting period, and any recommendations to address problems and enhance compliance;
- B. Income certifications or re-certifications, for each Eligible Household of an Affordable Unit. The Annual Report shall be accompanied by an income certification worksheet in a format and containing information reasonably required by City.

Upon receipt of the Annual Report, the City may request additional information to confirm compliance with this Agreement. In the event the City requests such information, the Declarant shall promptly supply such information to City in the format requested by City. Declarant shall maintain all necessary documents, books and records, including property and financial records, in accordance with requirements prescribed by City with respect to all matters covered by this Agreement for a period of three (3) years following the date of submittal of the Annual Report to which such documents, books or records relate. Upon request for examination by City, Declarant, at any time during normal business hours and upon reasonable notice, shall make available at the Property (or at another location within the City of St. Helena) all material records with respect to

matters covered by the Agreement. Declarant shall permit City, at City's expense, to audit, examine, copy, and make excerpts or transcripts from such records.

5. Management of Affordable Units. If Declarant enters into a separate property management agreement ("**Management Agreement**") with a property management company or other organization in order to manage the Affordable Units (including leasing, property management, maintenance and repair services, and reporting obligations) and ensure that Declarant's obligations under this Agreement with respect to the Affordable Units are satisfied ("**Property Manager**"), Declarant shall comply with this Section 5. Property Manager shall have at least five (5) years' experience in the operation and management of similar size rental housing developments, and at least three (3) years' experience in the operation and management of rental housing developments containing below-market-rate units, without any record of material violations of discrimination restrictions or other applicable laws. No less than sixty (60) calendar days prior to hiring any Property Manager or executing any amendment to a Management Agreement, Declarant shall provide documentation to the City as is reasonably necessary to evaluate the proposed Property Manager's experience and qualifications or revisions to a Management Agreement. No Property Manager shall be hired, or Management Agreement signed or amended, without City's prior approval thereof, which shall not be unreasonably withheld or delayed. For the term of this Agreement, any change in Property Manager or amendment to the Management Agreement shall comply with the requirements of this Section 5 and any material amendment shall require the prior written approval of City, which shall not be unreasonably withheld or delayed.

6. Remedies for Breach. Upon any default under this Agreement by Declarant or by Declarant's successors or assigns, City may seek specific performance of the terms hereof, and may enjoin acts that may be in violation of this Agreement. Failure by City to enforce any provision contained herein shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation. This Section is not intended to limit City's ability to exercise any applicable remedy available to City pursuant to this Agreement or the Loan Agreement. All remedies available to City shall be cumulative and not exclusive.

7. Binding on Successors in Interest; Provisions Run with the Land. The Property, and each and every portion thereof, shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, covenants, conditions and restrictions set forth in this Agreement, all of which shall run with the land, shall constitute equitable servitudes, shall be binding on all parties having or acquiring any right, title or interest in such Property or portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of City and its successors and assigns. It is the intent of the Parties that this Agreement shall satisfy the requirements of California Civil Code Section 1468.

Without limiting the foregoing, the Parties hereby declare that it is their express intent that the covenants, restrictions and conditions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Declarant's successors in title to the Property. Each and every contract, deed, ground lease, or other instrument affecting or conveying the Property shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other

instrument. Declarant agrees for itself and for its successors and assigns that if a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of City.

8. Recordation; No Subordination. This Agreement shall be recorded in the Official Records of Napa County concurrently with and immediately prior to recordation of the Deed of Trust securing the Loan provided pursuant to the Loan Agreement. Declarant hereby represents warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lease, ground lease, security agreement, deed of trust, mortgage, lien, encumbrance, or other interest in the Property.

9. Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall, however, be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice of such violation to the holders of record of any mortgages or deeds of trust encumbering the Property.

10. Estoppel Certificate. At any time during the term hereof, City, Declarant or any party then owning an interest in the Property may request an estoppel certificate from the other party attesting to such party's compliance with the terms and provisions of this Agreement. A party making a request for an estoppel certificate shall provide Declarant or City, as applicable, with all documentation reasonably necessary for Declarant or City to form an opinion as to compliance or non-compliance with the provisions hereof. After receiving such a request and the necessary supporting documentation, Declarant or City, as applicable, shall respond, in writing, within thirty (30) calendar days following the date of receipt and shall either confirm compliance with the terms and provisions of this Agreement or shall state in reasonable detail any alleged failure to comply and the steps necessary to cure such lack of compliance.

11. Indemnification. Declarant hereby covenants and agrees that it shall indemnify, defend with counsel reasonably acceptable to City and hold City and its elected and appointed officials, representatives, officers, agents and employees harmless from and against (a) any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the approval of this Agreement; (b) any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the implementation or enforcement of this Agreement; (c) any and all claims arising from an act or omission of Declarant or any of its shareholders, partners, members, principals, officials, officers, employees, representatives, agents, contractors or subcontractors in connection with this Agreement or the Property; (d) any and all claims arising out of or related to the operation, use, occupancy, maintenance or ownership of the Property, including compliance with the laws, ordinances, rules and regulations of City pursuant to this Agreement; and (e) all reasonable costs, attorney fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon; provided, however, that this provision shall not require Declarant to indemnify City from any claims, costs, fees expenses or liabilities arising from the gross negligence or willful misconduct of the City. In the event any action or proceeding is brought against the City or any of its elected and appointed officials,

representatives, officers, agents and employees, with respect to which indemnity may be sought hereunder, Declarant, upon receipt of written notice from City, shall assume the investigation and defense thereof, including the employment of counsel approved by the City and the payment of all expenses related thereto.

12. Miscellaneous.

12.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by each of the Parties or their respective successors in interest.

12.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

12.3 Notices. All notices, requests, demands and other communications required or permitted to be given under the terms of this Agreement by one party to the other shall be in writing addressed to the recipient party's address set forth below and shall be deemed to have been duly given or made (a) if delivered personally (including by commercial courier or delivery service) to the party's address, then as of the date delivered (or if delivery is refused, on presentation), or (b) if mailed by certified mail to the party's address, postage prepaid and return receipt requested, then at the time received at the party's address as evidenced by the return receipt, or (c) if mailed by first class mail to the party's address, postage prepaid, then on the third (3rd) business day following deposit in the United States Mail. Any party may change its address for the receipt of notices by giving notice to the other party in the foregoing form and manner. The addresses of the parties are:

TO CITY:

City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574
Attn.: City Manager
(707) 968-2744 ext: 500

TO DECLARANT:

Our Town St. Helena
P.O. Box 94
St. Helena, California 94574
Attn.: Jennifer La Liberte
(707) 812 89839

12.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

12.5 Parties Not Co-Venturers; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Declarant and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Declarant or to any third party with respect to the Property.

12.6 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of St. Helena shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.7 Time is of the Essence. Time is of the essence in the performance of this Agreement.

12.8 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Napa County, California or in the Federal District Court for the Northern District of California.

12.9 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

12.10 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

12.11 Entire Agreement. This Agreement, together with the Loan Agreement and the Loan Documents referred to in the Loan Agreement, contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

CITY OF ST. HELENA, a
California municipal corporation

By: M T P
Name: Mark T. Prestwich
Its: City Manager

ATTEST:

 Cindy Tzafopoulos
Cindy Tzafopoulos, City Clerk

DECLARANT:

OUR TOWN ST. HELENA,
a California non-profit public benefit corporation

By: John Sales
Name: John Sales
Its: Board Treasurer

By: Jennifer LaLiberte
Name: Jennifer LaLiberte
Its: Executive Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

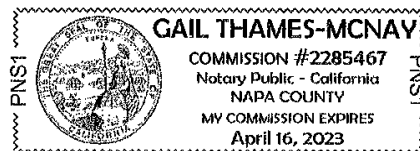
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Napa

On 05/19/2021, before me, GAIL THAMES-MCNAV, Notary Public,
(Date) (insert name and title of the officer)
personally appeared John Sales and Jennifer LaLiberte who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Gail Thames-McNav
Signature

(Seal)

OPTIONAL DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Regulatory Agreement
Document Date: 05/11/2021 Number of Pages: 9
Other Information: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

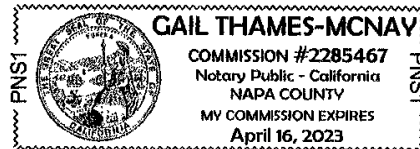
State of California }
County of Napa

On 05/19/2021, before me, GAIL THAMES-MCNAVY, Notary Public,
(Date) (insert name and title of the officer)

personally appeared Mark T. Prestwich who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
(is/are) subscribed to the within instrument and acknowledged to me that (he/she/they)
executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their)
signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Gail Thames-McNay
Signature

(Seal)

OPTIONAL DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Regulatory Agreement

Document Date: 05/11/2021 Number of Pages: 9

Other Information: _____

RECITAL A

PROPERTY

[Legal description to be inserted.]

Attachment A

EXHIBIT "A"
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Napa, City of Saint Helena, described as follows:

Commencing on the Southeastern line of Hunt Avenue distant thereon North 28 degrees 28' East 125 feet from the intersection thereof with the Southwestern line of the 5 acre tract of Land described in the Deed to J. J. Zopfi of Record in Book 136 of Deeds at Page 112, said Napa County Records; running thence South 62 degrees East parallel with the Southwestern line of said 5 acre tract, 141.5 feet to the Southeastern line of said 5 acre tract; thence North 28 degrees East, along said southeastern line 65 feet to the Southwestern line of that certain tract of Land described in the Deed to Walter A. Osborne, et ux, of record in Book 603 of Official Records at page 487, said Napa County Records; thence North 62 degrees West 133.70 feet to the Southeastern line of said Hunt Avenue; thence along said Southeastern line South 63 degrees 28' West 12.67 feet and South 28 degrees 28' West 54.70 feet to the point of commencement.

APN: 009-062-013-000

RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA APPROVING THE HIRING OF NAPA
VALLEY COMMUNITY HOUSING (NVCH) BY OUR TOWN
ST. HELENA TO BE THE PROPERTY MANAGER FOR
THE AFFORDABLE HOUSING PROJECTS LOCATED AT
963 POPE STREET AND 723 HUNT AVENUE ST.
HELENA, CALIFORNIA**

RECITALS

- A. In recent years, Our Town St. Helena (OTSH), a 501(c)3 non-profit organization, has purchased properties in St. Helena to preserve and building housing that is affordable to vital community members; and
- B. Two purchases were made possibly by loans from the City of St. Helena – 963 Pope Street and 723 Hunt Avenue; and
- C. Both loan agreements require regulatory agreements whereby rents are restricted at affordable levels for 55-years (“Regulatory Agreements”), among other provisions; and
- D. Section 5 of the Regulatory Agreement requires the City’s prior approval of a Property Manager prior to hiring any Property Manager; and
- E. OTSH is proposing to hire Napa Valley Community Housing (NVCH) as its property manager effective May 1, 2022; and
- F. OTSH attests that NVCH meets the requirements of the Regulatory Agreement; and
- G. Staff has evaluated NVCH’s experience and qualifications and meet the minimum qualifications.

RESOLUTION

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

1. Approves the hiring of Napa Valley Community Housing (NVCH) by Our Town St. Helena (OTSH) to be the property manager for the Affordable Housing Projects located at 963 Pope Street and 723 Hunt Avenue St. Helena, California effective May 1, 2022.

Approved at a Regular Meeting of the St. Helena City Council held on Tuesday, April 12, 2022 by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 12 Apr 2022

Agenda Section: CONSENT ITEMS

**Subject: Consideration and Proposed Approval of a Resolution
Declaring a Climate Emergency**

CEQA Determination: Not a CEQA project

Prepared By: Preya Nixon, Asst. to the City Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

Included in the City Council's Vision and Mission Statement (Attachment 1) is a commitment to strive to be an environmentally sustainable community and, among other things, respond innovatively to climate change challenges and adopting environmentally sustainable best practices. In addition, Goal 6 on the City Council's Adopted Workplan is to, "Support Initiatives that Respond to and Plan for Climate Change". To date, the Council has taken the following steps to respond to and prepare for climate change:

- Adopted an Integrated Pest Management Policy in October 2021.
- Presentation of a Water Security Framework to the City Council on in July 2021.
- Advance the City's public trust commitments to water and climate change with interim protocols for Stonebridge Wells adopted in April 2021
- Joined the Countywide JPA (Climate Action Committee) in April 2021.
- Working in collaboration with NVTa to develop and adopt Vehicles Miles Traveled (VMT) thresholds in accordance with State law.
- Will consider alternatives to Gas Leaf Blowers-expected in Quarter 4 of 2022 (Staff is currently in the planning phase and it is expected that this policy item will be heard at a future ATSC meeting, with applicable public outreach).
- Supported the expansion of the Redwood Forest.

- Reviewed the City's General Plan Chapter 10 on Climate Action Implementing Actions. Additional review on prioritization for long and short term items will continue while current goals are underway.

Additionally, the City of St. Helena has a standing Active Transportation and Sustainability Committee (ATSC). The Mission of the ATSC is, "to engage in the process of information sharing, stakeholder engagement, public input and consensus building in order to provide viable option and creative solutions to transportation and sustainability issues to the City of St. Helena City Council." The ATSC has acted in its capacity as an advisory body to make recommendations to the City Council and will continue to do so based on planned committee agenda items.

The ATSC has reviewed and made recommendations on policies and programs that support initiatives that respond to and plan for climate change. Most recently, the committee provided policy recommendations on Integrated Pest Management and supported the expansion of the Redwood Forest. The Committee has also reviewed and provided recommendations on City's General Plan Climate Action Chapter. This feedback was shared with the City Council at the February 22, 2022 City Council meeting.

DISCUSSION

At the ATSC meeting held on April 6, 2022, the Committee made recommendations to, and voted to support, a Climate Emergency Resolution for City Council consideration. The ATSC recognizes the importance of having a Climate Emergency Resolution.

Additionally, the ATSC discussed the importance of updated Green House Gas (GHG) numbers. Currently, the City is participating in a countywide GHG inventory update, and it is expected the results will be available this summer. Once this information is received, it will help the City with climate action plan priorities and potential impact of climate goals. Once the report is available it will be shared with both the City Council and ATSC.

Attached is the proposed Resolution Declaring a Climate Emergency. This Resolution would declare a Climate Emergency and further commit the City of St. Helena to taking steps to address climate change. A redlined version of the Resolution is provided as Attachment 2 with a clean version provided as Attachment 3.

FISCAL IMPACT

There is no fiscal impact at this time. However, staff time and funding resources will be required for applicable actions to respond to and plan for climate change.

RECOMMENDED ACTION

It is recommended that City Council consider the proposed resolution with the ATSC recommendations declaring a climate emergency.

ATTACHMENTS

[Attachment 1 - Vision and Mission Statement](#)

[Attachment 2 - 2022 DRAFT Climate Emergency Resolution REDLINED](#)

[Attachment 3 - 2022 Climate Emergency Resolution CLEAN](#)

City of St. Helena

Council Vision

St. Helena strives to be a diverse, inclusive, family-friendly, economically and environmentally sustainable community which prudently manages all of its resources, continues to improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and cherishes its historic, small-town character, beautiful natural environment and high quality of life.

Council Mission

The City of St. Helena is dedicated to serving its citizens by:

- Promoting a culture of equity, diversity and inclusion
- Supporting thriving families and ensuring the health and wellbeing of our youth
- Ensuring our long-term economic sustainability and focusing on new and diverse sources of revenue
- Preventing, preparing for, and mitigating fire and other local emergencies
- Improving and maintaining City infrastructure
- Updating our water management policies to ensure an adequate water supply
- Responding innovatively to climate change challenges and adopting environmentally sustainable best practices
- Preserving our historic, small-town, rural character
- Expanding recreational, active transportation and cultural opportunities
- Facilitating innovative, well-designed housing for residents of all backgrounds, ages and income levels
- Encouraging full civic participation and ongoing communication
- Strengthening regional collaboration with other public entities and building partnerships with local service providers and stakeholders

Vision and Mission Statements adopted by the City of St. Helena City Council on May 11, 2021, Resolution No. 2021-62.

CITY OF ST. HELENA

RESOLUTION NO. 2021-62

**Resolution rescinding resolution 2016-47 and adopting the
City of St. Helena's new Council Vision and Council Mission**

RECITALS

- A. On February 22, 2000 the City Council adopted resolution 2000-28 approving the current mission statement which is: *"We will conduct city affairs on behalf of our citizens using an open and creative process"; and*
- B. On April 12, 2016, the City Council approved resolution 2016-47 approving the City's new Vision and Mission Statements; and
- C. At the March 4, 2021 Goal Setting special City Council meeting Vice Mayor Dohring and Council Member Hall agreed to collaborate on bringing forward a new vision and mission statement for the community; and
- D. The new Council vision for the City of St. Helena is:

St. Helena strives to be a diverse, inclusive, family-friendly, economically and environmentally sustainable community which prudently manages all of its resources, continues to improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and cherishes its historic, small-town character, beautiful natural environment and high quality of life.
- E. The new Council Mission for the City of St. Helena is:

The City of St. Helena is dedicated to serving its citizens by:

 - Promoting a culture of equity, diversity and inclusion
 - Supporting thriving families and ensuring the health and wellbeing of our youth
 - Ensuring our long-term economic sustainability and focusing on new and diverse sources of revenue
 - Preventing, preparing for, and mitigating fire and other local emergencies
 - Improving and maintaining City infrastructure
 - Updating our water management policies to ensure an adequate water supply
 - Responding innovatively to climate change challenges and adopting environmentally sustainable best practices
 - Preserving our historic, small-town, rural character

- Expanding recreational, active transportation and cultural opportunities
- Facilitating innovative, well-designed housing for residents of all backgrounds, ages and income levels
- Encouraging full civic participation and ongoing communication
- Strengthening regional collaboration with other public entities and building partnerships with local service providers and stakeholders

RESOLUTION

Now, therefore, the City Council of the City of St. Helena resolves as follows:

1. The City Council rescinds resolution 2016-47; and
2. The City Council adopts the new Council vision and Council mission.

Approved at a Regular Meeting of the St. Helena City Council on May 11, 2021, by the following vote:

Mayor Geoff Ellsworth: Yes

Vice Mayor Paul Dohring: Yes

Council Member Anna Chouteau: Yes

Council Member Lester Hardy: Yes

Council Member Eric Hall: Yes

APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk



RESOLUTION NO. 2022-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA , COUNTY OF NAPA, STATE OF CALIFORNIA, DECLARING A CLIMATE EMERGENCY**

WHEREAS, there is broad scientific consensus that climate change caused by human activity represents a growing danger to human health, safety, and economic prosperity, and that the window of opportunity for long term climate preservation is rapidly closing; and

WHEREAS, 195 countries have signed the "Paris Agreement" acknowledging the threat of climate change and the urgent need to combat it, agreeing to keep global mean temperature "well below 2°C above pre-industrial levels" and to "pursue efforts to limit temperature increase to 1.5°C;" and

WHEREAS, the 2018 Intergovernmental Panel on Climate Change (IPCC) report, "Global Warming of 1.5°C," affirmed that "Limiting global warming to 1.5°C would require rapid, far-reaching and unprecedented changes in all aspects of society," and further projected that the earth could reach and exceed this temperature threshold as soon as 2030, far earlier than previously anticipated; and

WHEREAS, the 2018 US government report, "Fourth National Climate Assessment," detailed the massive threat to the American economy posed by climate change and underscored the need for immediate climate emergency action at all levels of government; and

WHEREAS, California, Napa County and their residents, economy, and environment have already experienced dramatic adverse effects from climate change, including prolonged wildfire seasons, firestorms, rising temperatures, mudslides, floods, severe droughts, property destruction, damage to infrastructure, and loss of life; and

WHEREAS, climate breakdown, while endangering all people, disproportionately impacts the young and the most vulnerable, exacerbating existing social justice and other inequities.

WHEREAS, Executive Order B-55-18 established a new Statewide goal to achieve carbon neutrality as soon as possible, and no later than 2045, and achieve and maintain net negative emissions thereafter.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL THE CITY OF ST. HELENA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1. That a climate emergency exists, and that it threatens our city, region, state, nation, and the natural world.
2. That the scientific evidence indicates that an urgent global climate mobilization effort to reverse global warming is needed as quickly as possible towards zero net emissions with a goal by 2030 and that the City of St. Helena shall commit to evaluating all planning and policy decisions through the lens of this pledge and the most current scientific evidence, and to implement both immediate and sustained actions in support of its achievement.
3. That the St. Helena City Council, recognizing the need for full community participation and support, commits to providing leadership and services (i.e. staff and resources) in working with community organizations, businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional and statewide support for comprehensive, immediate, and sustained action to achieve its goal of net zero climate pollution by 2030.

4. That the City of St. Helena ~~will prioritize actions identified in~~ will look to the City's General Plan, and look to it for guidance on climate goals and practices that support the provisions herein.

Page 2 of 2

Approved at a Regular Meeting of the St. Helena City Council on April 12, 2022, by the following vote:

Mayor Geoff Ellsworth:

Vice Mayor Paul Dohring:

Council Member Anna Chouteau:

Council Member Lester Hardy:

Council Member Eric Hall:

APPROVED: _____ ATTEST: _____

Geoff Ellsworth, Mayor _____ Cindy Tzaopoulos, City Clerk

~~PASSED, APPROVED AND ADOPTED~~ this ____ day of _____, 2022. I, _____, ~~CITY CLERK OF THE CITY OF ST. HELENA, HEREBY CERTIFY~~ the foregoing resolution was introduced and passed at a regular meeting of the _____ City Council by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA , COUNTY OF NAPA, STATE OF CALIFORNIA, DECLARING A CLIMATE EMERGENCY

WHEREAS, there is broad scientific consensus that climate change caused by human activity represents a growing danger to human health, safety, and economic prosperity, and that the window of opportunity for long term climate preservation is rapidly closing; and

WHEREAS, 195 countries have signed the "Paris Agreement" acknowledging the threat of climate change and the urgent need to combat it, agreeing to keep global mean temperature "well below 2°C above pre-industrial levels" and to "pursue efforts to limit temperature increase to 1.5°C;" and

WHEREAS, the 2018 Intergovernmental Panel on Climate Change (IPCC) report, "Global Warming of 1.5°C," affirmed that "Limiting global warming to 1.5°C would require rapid, far-reaching and unprecedented changes in all aspects of society," and further projected that the earth could reach and exceed this temperature threshold as soon as 2030, far earlier than previously anticipated; and

WHEREAS, the 2018 US government report, "Fourth National Climate Assessment," detailed the massive threat to the American economy posed by climate change and underscored the need for immediate climate emergency action at all levels of government; and

WHEREAS, California, Napa County and their residents, economy, and environment have already experienced dramatic adverse effects from climate change, including prolonged wildfire seasons, firestorms, rising temperatures, mudslides, floods, severe droughts, property destruction, damage to infrastructure, and loss of life; and

WHEREAS, climate breakdown, while endangering all people, disproportionately impacts the young and the most vulnerable, exacerbating existing social justice and other inequities.

WHEREAS, Executive Order B-55-18 established a new Statewide goal to achieve carbon neutrality as soon as possible, and no later than 2045, and achieve and maintain net negative emissions thereafter.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL THE CITY OF ST. HELENA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1. That a climate emergency exists, and that it threatens our city, region, state, nation, and the natural world.
2. That the scientific evidence indicates that an urgent global climate mobilization effort to reverse global warming is needed as quickly as possible towards zero net emissions with a goal by 2030 and that the City of St. Helena shall commit to evaluating all planning and policy decisions through the lens of this pledge and the most current scientific evidence, and to implement both immediate and sustained actions in support of its achievement.
3. That the St. Helena City Council, recognizing the need for full community participation and support, commits to providing leadership and services (i.e. staff and resources) in working with community organizations, businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional and statewide support for comprehensive, immediate, and sustained action to achieve its goal of net zero climate pollution by 2030.

4. That the City of St. Helena will prioritize actions identified in the City's General Plan, and look to it for guidance on climate goals and practices that support the provisions herein.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 2022, by the following vote:

Mayor Geoff Ellsworth:

Vice Mayor Paul Dohring:

Council Member Anna Chouteau:

Council Member Lester Hardy:

Council Member Eric Hall:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

Cindy Tzaopoulos

From: Bobbi Monnette <matildabologne@yahoo.com>
Sent: Thursday, April 7, 2022 8:55 PM
To: Cindy Tzaopoulos
Subject: [External] letter to the City Council addressing consent item 8.6

Cindy,

I am unable to attend the April 12, 2022 City Council Meeting.

I am therefore, writing to the City Council regarding Consent Item scheduled for that meeting.

I would like to have that item pulled, in order to discuss the addition of the following.

In keeping with our efforts to comply with the demands of climate change, and the effects it has on our environment, I would like to ask the Council to add the following concern to the list on this Item:

It appears that one of the consequences of climate change is an extension of the Northern California wildfire season, and the drought of the past two plus years. This has, in turn, resulted in a local threat to healthy air quality, as is described by the Bay Area Air Quality Management District (BAAQMD) reports, and experienced through direct, personal observation. I therefore, respectfully ask the Council to add the danger of solid particulate burning from fireplaces and wood burning stoves, during and after the wildfire season, to the list of concerns covered in the staff report for Consent Item 8.6.

The next steps might include:

"The City will explore changing our fireplace, wood burning stove ordinance to protect residents from the increase in unhealthy levels of solid particulates in the air we breath during and after the dangerously extended wild fire season, a phenomenon that is apparently the result of climate change.

The ever fewer months without wildfires do not spare us from solid particulate smoke in our lungs from fireplace and wood stove burning during those "otherwise, potentially clean air" times.

Would the Council consider modifying our current fireplace/wood burning stove ordinance to ban fireplace and wood burning stove burning of solid particulates at any time, unless they provide the only source of heat for a dwelling. I think that the public health threat resulting from the current practice, has become acute enough to justify an end to this type of pollution if it is solely for the pleasure of a tradition that is no longer necessary for keeping a home comfortable and safe, and is at the expense of the health and safety of our community.

For those dwellings that depend on fireplace and/or wood stove burning for their main source of heat, I would like the Council to consider adopting an addendum to our current ordinance that requires upgrading substandard solid particulate burning devices.

If it is not a hardship for the owner of such a dwelling to upgrade a substandard fireplace or wood stove if that is the sole source of heat for the dwelling, a required update would seem appropriate from a public health perspective. Perhaps the City could apply for a grant that would subsidize the expense of those upgrades.

In addition, the following language might be added to our current ordinance to allow attrition to eliminate all fireplaces and wood stoves that don't meet the minimum standards as enacted by the State of California.

"Upon transfer of deed, fireplaces and/or wood stoves that are the sole source of heat for a dwelling, are required to be upgraded if they do not meet the State of California minimum standards for these devices at the time of sale."

Thank you for your consideration.

Barbara Monnette
644 McCorkle Avenue
St. Helena, CA 94574

(707) 963-2840 (business land line)
(510) 220-6587 (cell)

Cindy Tzafopoulos

From: Susan Crosby <susanecrosby@gmail.com>
Sent: Sunday, April 10, 2022 10:52 AM
To: Cindy Tzafopoulos
Subject: [External] Climate Emergency Resolution

Dear Cindy,

Please enter a note of my heartfelt support in favor of the Climate Emergency Resolution. It's more than timely — and whatever is more than urgent, it's that, too. With the talent and resources in the Napa Valley we can be models for change. Without change, the game's up.

Thank you,
Susan Crosby



Report to the City Council
Regular City Council - 12 Apr 2022

Agenda Section: OLD BUSINESS

Subject: Consideration of Recommended Alignment of the Napa Valley Vine Trail Corridor Through the City of St. Helena

CEQA Determination: Not a CEQA project

Prepared By: James C. McCann, Interim City Manager

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

Discussion regarding the development of the Napa Valley Vine Trail (Vine Trail) as a continuous pedestrian and bicycle facility throughout Napa County has been active for several years. The interest in and support for the potential pedestrian and bicycle facility is reflected in City Council guiding policies:

City Council Workplan 1C. Complete analysis of St. Helena Vine Trail route options and facilitate Council decision making on a preferred route.

City Council Goal 1. Improve and maintain safe and reliable City infrastructure with a commitment to environmental stewardship, public health and public safety.

Recently, the potential for alignments to accommodate a segment of the Vine Trail through St. Helena has received considerable public input and broad based support. Strong objection to including Church Street without substantial mitigation or portions of Safeway's private property were expressed by property owners and residents during public meetings.

The City Council received an update on planning efforts and community feedback on alignment options at its March 22, 2022 regular meeting. Following public comment and

Council deliberations, the Council directed staff to bring forward a recommended alignment for the St. Helena segment of the Vine Trail for consideration.

DISCUSSION

Staff has considered the following in addressing the Council's direction:

- Respect the input residents and business owners in selecting an alignment;
- Identify an alignment, which is realistic and practical given the “built” nature of our community and the numerous constraints and sensitivities, which exist;
- Avoid removal of parking or changes to or significant interference with circulation patterns in neighborhoods;
- Consider costs of construction and long-term maintenance in the selection of a recommended alignment;
- Ensure that a continuous alignment is identified through the community to enhance the competitiveness of grant funding requests; and
- Recognize that the Vine Trail will evolve over time and alternate alignments and further improvements can be considered, as desired, in the future.

Staff has, together with Vine Trail leaders and Napa County senior engineering staff, identified an alignment, which was informed by the above factors, flows from our adopted General Plan Bike Plan, and is consistent with the recommendations the City has received from our advisory committees (the Parks and Recreation Commission and the Active Transportation and Sustainability Committee).

Recommended Alignment (Attachment 1).

Segment I: From southern City limits on Highway 29/Main Street to Mitchell Drive.

Segment II: Mitchell Drive to Oak Avenue to Adams Street to Railroad Avenue.

Segment III: Railroad Avenue to Fulton Lane or Napa Valley Wine Train (NVWT) right-of-way to Fulton Lane. NVWT right-of-way from Fulton Lane to Pratt Avenue to Highway 29/Main Street.

The facility types will vary in these different segments as reflected in the Bike Plan, unless formally amended through subsequent public hearings.

Facility Type.

Segment I: Class I, II, or III.

Segment II: Class III with Bicycle Boulevard elements.

Segment III: Class III on Railroad Avenue. Class I on NVWT right-of-way (Bike Plan amendment would be necessary to establish Class I on NVWT right-of-way from Adams Street to Fulton Lane). Class I, II or III on Pratt Avenue to Highway 29/Main Street.

It should be noted that acquisition of right-of-way or easements over lands in Segment I and III areas will be necessary to accommodate Class I paths.

Much design work will occur in the future, once design and construction funding is secured by the Napa Valley Vine Trail Coalition (NVVTC). That design phase will explore any desired change from facility types anticipated in the Bike Plan, (for example: a Class I on the NVWT right-of-way in-lieu of the Class III facility in Railroad Avenue in Segment III), signage and pavement markings, and options/features to enhance user safety and insure effective vehicular circulation. The Active Transportation and Sustainability Committee (ATSC) will be the City's lead committee for community engagement, project review, and ultimately recommendations to the Council on the design matters. City staff will collaborate with the Vine Trail design team on the portion of the Trail through St. Helena. Design options will be shared with the public and input will be solicited from residents, businesses, and property owners throughout the design phase to develop an acceptable and practical final plan for City Council approval.

Costs.

Design and Construction. The Vine Trail Coalition has a current estimate for the cost of the Yountville-St. Helena stretch of the Vine Trail project, which includes the portion within St. Helena City limits, of almost \$30 Million. Construction costs are estimated to be approximately \$20 Million and engineering, right-of-way, administrative and permitting costs are estimated at an additional \$9 Million for a total of \$29 Million or about \$3 Million per mile. The Vine Trail Coalition estimates that the segments within St. Helena City Limit comprise about \$5.7 Million of the grand total. It should be noted that this estimate anticipates substantial Class I path construction in Segments I and III as described above; alternate facility types (i.e. Class II, III or IV) would be much less expensive.

It is expected that after selecting the recommended alignment through the City, the Vine Trail and the County of Napa will apply for the Active Transportation Program Grant. Based on the outcome, the specific class of bicycle facilities and details would be selected for the entire corridor (through the ATSC-centered public review process noted above) and the necessary easements, engineering and traffic studies would be conducted regarding safety and conflict impacts attributed to Vine Trail.

It is anticipated that the Vine Trail would be largely funded through the Active Transportation (ATP) Grant. Below is a possible funding breakdown proposed by the Vine Trail Coalition if the grant is awarded.

\$19 Million in ATP Funding
 \$5 Million from the County of Napa
 \$5 Million from the Napa Valley Vine Trail Coalition
 \$900,000 contribution from the City of St. Helena

It should be noted that the City has not agreed to the funding level, nor identified a funding source outlined by the Coalition. Clearly, our future design decisions and construction timing will be greatly influenced by costs and available sources of funds.

Maintenance Costs. It is expected that the maintenance for the Vine Trail in the City of St. Helena would be shared through a 50/50 cost share agreement between the City and NVVTC. For the proposed alignment, the maintenance cost is estimated by NVVTC at \$28,000 annually (\$14,000 per mile) for which the City's share would be \$14,000 annually. Again, it should be noted that for cost estimating purposes, the more labor intensive and expensive Class I path is assumed for portions of Segment I and III in St. Helena. Maintenance costs would be greatly reduced associated with Class II, III, or IV facilities.

A cost sharing arrangement has not yet been developed. It is helpful to note that maintenance funding can be provided from the required bicycle and pedestrian facilities matching funding required by the provisions of Measure T (the countywide transportation and road improvement tax measure).

ENVIRONMENTAL REVIEW

By making a recommendation on alignment, the City is not approving a project or amending the Bicycle Plan (a component of the General Plan). Consequently, the identification of the preferred alignment for the Vine Trail through St. Helena, consistent with the existing Bike Plan, is not subject to environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA). Any change from the approved Bike Plan if desired in future relative to alignment or facility class type will require amendment of the General Plan and environmental review under CEQA to do so.

FISCAL IMPACT

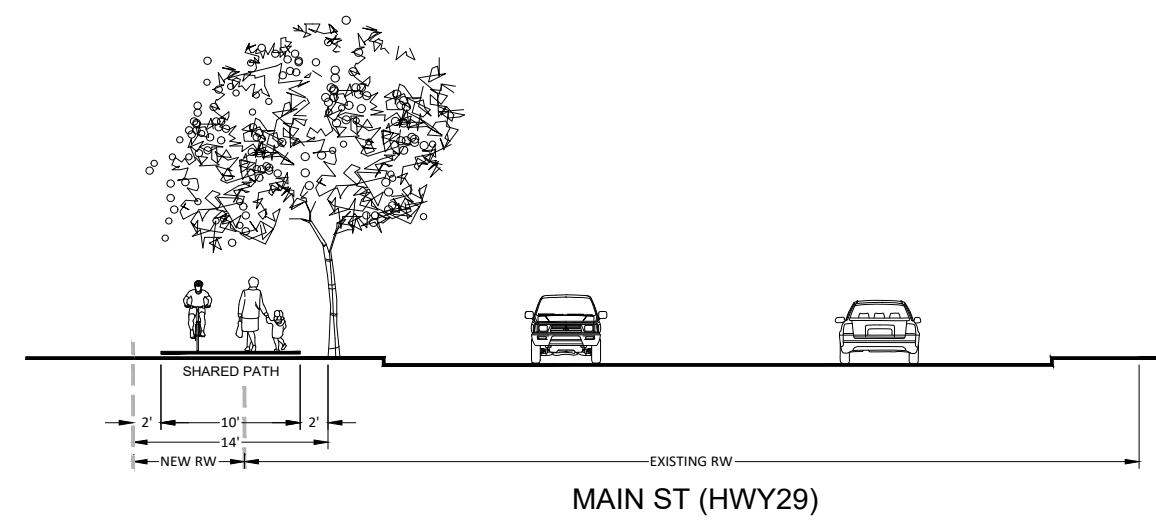
Approval of the proposed alignment does not incur a financial impact in the current fiscal year. However, should the approved alignment succeed in securing ATP funding, the City will likely engage in discussions regarding City contributions toward the Trail improvements in St. Helena. As noted, the NVVTC has provided an estimate of up to \$900,000 in one-time construction costs and ongoing maintenance costs of \$14,000 annually thereafter. The City will have the option to use its own forces for ongoing maintenance in-lieu of cash expenditure. Again, agreements for construction or maintenance funding are not in place and the funds for the construction or maintenance are not presently identified. Further, assuming funding matters are resolved, actual project construction is not presently known.

RECOMMENDED ACTION

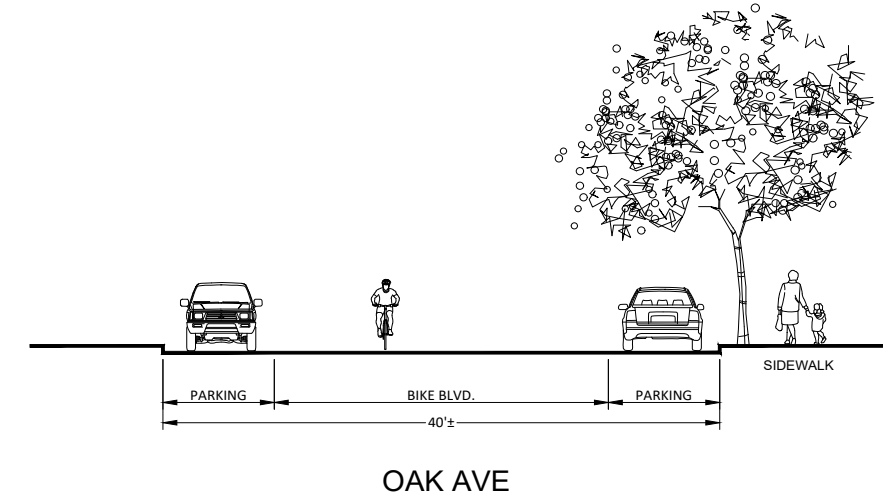
Discussion and consideration of a Preferred Alignment of the Napa Valley Vine Trail through the City of St. Helena.

ATTACHMENTS

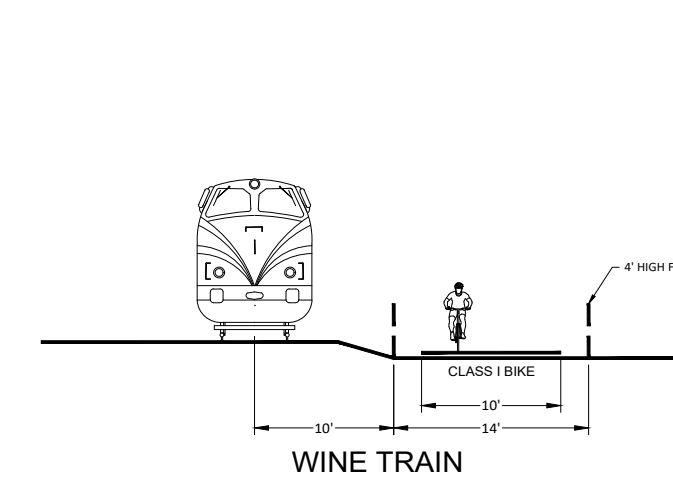
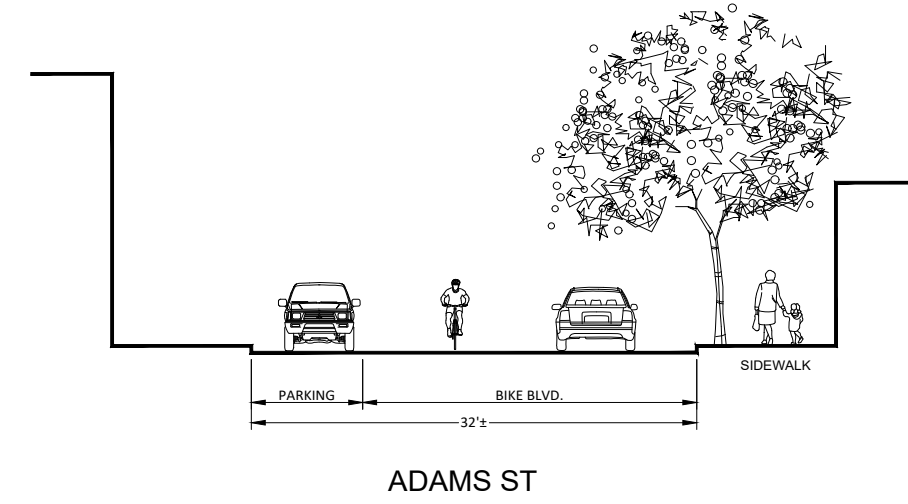
[Proposed Vine Trail Preferred Route](#)
[Yountville to St Helena - Cost Estimate](#)



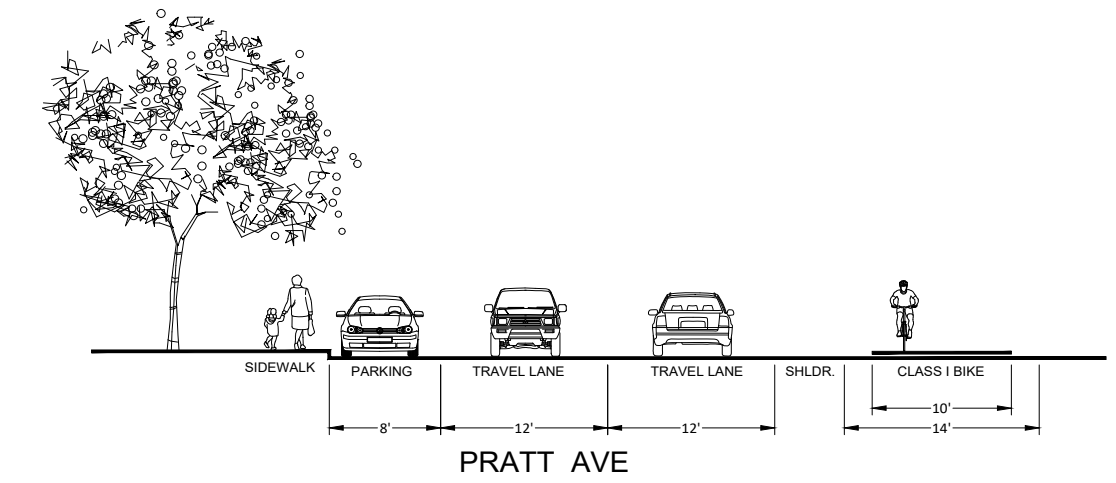
Segment 1



Segment 2



Segment 3



March 31, 2022

Vine Trail - Through Town Route St. Helena, California

Segment A (Madison to Whitehall)	\$ 11,749,740	6.5 miles
Segment B1 (Whitehall to Lewelling)	\$ 1,670,685	1.4 miles
Segment B2 (Lewelling to Mitchell)	\$ 1,487,076	0.6 miles
Segment C (Mitchell to Adams)	\$ 2,625,899	0.4 miles
Segment D (Adams to Pratt)	\$ 1,575,720	0.8 miles
Total Estimated Cost for all Segments*	\$ 19,109,120	9.8 miles
Construction increase for 2027 @ 3% year over year	\$ 3,057,459	
Adjusted Total for Construction in 2027	\$ 22,166,579	
Design, Engineering and Environmental (15%)	\$ 3,325,000	
Right of Way (allowance)	\$ 1,000,000	
Construction Management (8%)	\$ 1,773,000	
Caltrans Review (2%)	\$ 443,000	
Permits	\$ 150,000	
Vine Trail Shelters and signage (allowance) - 3 total	\$ 450,000	
Total*	\$ 29,308,000	
Cost per mile	\$ 3,005,000	

* Includes 35% (Overhead 15% and 20% contingency)

City of St Helena Project Cost (Segments B2, C & D) **\$ 5,688,695**

Source	Proposed (\$M)	%
County	5.0	16%
VT	5.0	16%
SH-Measure T Match	0.5	2%
SH-Paving, Measure T	0.4	1%
ATP	20.0	65%
Other grants		0%
Total	30.9	100%

Funding Sources to investigate prior to ATP application
Caltrans coop on Hwy29 improvements

Costs covered by roundabouts project
Other grant sources-TCA, OBAG, ??

Cindy Tzaopoulos

From: Ronald Arata <rjarata@hotmail.com>
Sent: Tuesday, April 12, 2022 12:24 PM
To: jmacann@cityofsthelena.org; Geoff Ellsworth; Anna Chouteau; Eric Hall; Paul Dohring; Lester Hardy
Cc: Preya Nixon; Public Comment
Subject: [External] Vine trail

I have read all letters and comments to city and listened to all zoom meeting on the Vine Trail. I disagree with analogies that residents, landowners, and merchants are afraid of something new and unknown. Based on all the letters and comments those objecting to either route (Oak/Adams or Pope/Church) are very clear as to their reasons.. As a family member with interest in a building on Oak Ave. I have spoken to realtors who say the loss of off-street parking will reduce value for any potential sale for landowners on Mitchell/Oak/Adams. Particularly for those landowners with only one/two on-site parking spaces. It will also reduce sales for some merchants and put others out of business. It will also limit options for any future tenants. Prior to the Vine Trail presentation to the Transportation and Sustainability committee back in October to my knowledge no Vine Trail personnel had directly contacted any landowner along the Mitchell/Oak/Adams. route. So, I was pleased to hear that City Manager McCann is going to hold meeting with "stakeholders" on the various routes. I did hear that there would be conversation with "stakeholders" on Church and they would be involved with any changes/design from the original route configuration.. What I did not hear is the same consideration being offered to all the landowners, merchants on Mitchell/Oak/Adams. "Stakeholders" on the MOA route should include representatives from the Methodist, Catholic, and Grace Episcopal Church as well. The loss of Sunday parking as well as parking for events such weddings, funerals, and Quinceanera's, etc would a disaster. PLEASE CITY MANAGER McCANN LET THE 'STAKEHOLDERS' OF THE MITCHELL/OAK/ADAMS ROUTE KNOW WHEN YOU PLAN TO DISCUSS PLANS WITH US FOR THE MITCHELL/OAK/ADAMS OPTION.

A council member during the city council meeting on March 22nd said sometimes it is as important to understand what is not said as to what is being said. In response to a question on future maintenance of the Vine Trail, Mr. McMinn said that one million dollars had been allocated to future maintenance of the Vine Trail. What I did not hear is that a one time allocation or annual? Is it allocated by section or first come first served? Important questions because the trail when finished is 47 miles long, and as Mr. McMinn has said "The Vine trail segment is something that will last for 100 years". Under those conditions one million dollars is not a lot of money.

During previous zoom presentations Mr. McMinn has said that all easements from St. Helena to Calistoga have been secured from Railroad Ave in St. Helena to the old train station in Calistoga. Inferring that the Vine Trail would follow the old rail tracks from SH to Calistoga. Per a recent article in the Register and Star by Barry Eberling that is not true. The Vine Trail will across back and forth from East of Hwy 29 to the West side and back again before ending in Calistoga. Users of the Trail will use a beacon to cross the highway. Given the length of a yellow caution and red light can be up to 90 seconds and the hundreds of potential daily users of the Vine Trail this may create a traffic nightmare for motorist who use Hwy. 29 between St. Helena and Calistoga

I do not know if this is a case of unintended consequences or collateral damage. Important to note because when councilman Hall asked about the status of easements from Yountville to St. Helena the response I heard was The Vine Trail has about 70/80 percent of the necessary easements secured. How many landowners are

included in the 70/80 percent and how many linear feet of potential Vine Trail do they represent? It has been said there are some landowners who, (like Safeway for the Pope/ Church/Railroad route) do not intent to provide easements under any circumstances. What is the Vine Trail's plan B. Are they going to cross back and forth across Hwy 29? How many times? Will Caltrans approve?

I find it disingenuous that Vine Trail personnel claim that without a specified route thru SH the chance of a grant are diminished when they have not secured all the easements necessary from Yountville to St. Helena.
Ron Arata



Report to the City Council
Regular City Council - 12 Apr 2022

Agenda Section: NEW BUSINESS

Subject: Discussion and Direction regarding Parking Impact Overlay District Potential Policy Changes to Incorporate into Comprehensive Zoning Code Update

**CEQA Exempt
Determination:**

Prepared By: Maya DeRosa, Planning & Building Director

Reviewed By: April Mitts, Administrative Services Director

Approved By: James C. McCann, Interim City Manager

BACKGROUND

As part of the Comprehensive Zoning Code Update, City staff and the Zoning Code Subcommittee are evaluating current parking regulations and whether current policies and regulations should be continued or terminated. One specific topic discussed at the February 9, 2022 Zoning Code Subcommittee meeting related to the existing Parking Impact Overlay District. Over the past few years and particularly post the arrival of the pandemic, the City has received public feedback to eliminate the in-lieu fee and also the requirement to meet any parking requirement in the the Overlay District which encompasses most of the downtown (Attachment 1). Staff desires City Council policy direction on the Parking Impact Overlay regulations so it can be incorporated into the public review draft of the zoning code.

DISCUSSION

As part of this report preparation, staff gathered input from other departments on the state of parking downtown. The feedback received from the Police Department is that we have historically been short on downtown parking spaces, far more vehicles than spaces which is why we have timed parking. Local businesses do not have designated parking for employees and are routinely cited for taking up parking spaces all day long. Parking in downtown Saint Helena is challenging, especially in the summer months when tourism is high.

In-Lieu Fee

On January 26, 1999, the City Council adopted an ordinance for a Parking Impact Overlay District and in-lieu parking fee provisions. Subsequently, on February 23, 1999, the City Council approved a resolution (Attachment 2) establishing an in-lieu parking fee of \$7,000 per required space. This was based on a study that concluded that by the year 2010, the City would need to provide a new 30-space parking lot to accommodate overflow parking from the Central Business District at an estimated cost of \$210,000. Since the time of the adoption of this ordinance and the goal to create a 30 space parking lot, the City has achieved the goal through the realization of the Oak Street parking lot (28 spaces). There are no other City owned public parking lots in the Overlay District. As noted below in the General Plan discussion and on Attachment 3, there is a lot on Mitchell Drive identified as a future parking site (currently owned by PG&E).

The current balance of the Parking Impact Fund is \$644,519. Below is a summary of the annual deposit history over the past five years. The majority of what is reported below is consists of investment earnings:

FY17: \$4,272

FY18: \$5,156

FY19: \$6,086

FY20: \$6,652

FY21: \$66,896 (1299 Adams Street new office building paid \$63,000 for parking in-lieu fee)

1993 General Plan

The 1993 General Plan included an Exhibit (Attachment 3) noting the Parking Impact Area boundaries and a list of sites within this area where potential parking spaces could be developed. In reviewing that exhibit, all of the six sites identified are privately owned and many have already been developed with private parking. The Mitchell Street site remains unimproved and would require purchasing from PG&E.

2019 General Plan

In the currently adopted General Plan, there are policy references to parking facilities and the Parking Impact Area as follows:

Implementing Action LU3.G

"Pursue acquisition of 1301 Mitchell Lane to provide additional public parking facilities, or other City prioritized uses, in the Central Business District."

Implementing Action CR5.B

"Develop and maintain an off-street parking program for the City's existing Parking Impact Area and consider modifying the boundaries of that area. The program will identify and prioritize locations where additional off-street parking can be provided. When sufficient funds have accumulated for the acquisition of a site and construction of parking on that site, commence with implementation of providing parking on that site."

It does not appear that the City has developed an off-street parking program or previously prepared a downtown parking study to address parking demand. If a consultant was retained to prepare a parking study, the City would have more clarity on if a parking shortage exists and if so, identify a target number of spaces and priority locations, including if the 1301 Mitchell Drive site is still a relevant parking opportunity site. An updated set of parking policies and regulations including possible modification to Overlay District boundaries and in lieu fee could be developed. Alternatively, the City Council could find that parking needs have been met and modify or terminate portions or the entire program.

Zoning

As noted in Attachment 4, the purpose of the Parking Impact Overlay District pursuant to 17.104.10 is:

"It is the purpose of the Parking Impact Overlay District to establish parking standards for portions of the City generally located within the Central Business District. That area so designated on the zoning map of the City is found and declared to be an area impacted by the inadequacy in the amount of off-street parking because the buildings and structures therein were constructed in the early history of the city when automobiles were not a predominant feature in the community and are of historic and unique character and should be preserved."

The Parking Impact Overlay District establishes minimum parking standards which are less restrictive than the parking standards that apply to the remainder of the City, recognizing that this area is within a National Register Historic District as well as the physical challenges of limited undeveloped space downtown. In circumstances noted in Section 17.104.030, where on sites within the Parking Impact Overlay District "any new use, structure or building on a site which, due to the size or location of parcel, cannot be provided with required off-street parking or in a case where it is found by the City to be in the public interest to not require off-street parking on a site, parking requirements may be satisfied by payment of an in-lieu fee upon approval of a use permit."

More and more cities are moving in the direction of reducing or eliminating parking requirements, particularly in downtowns where mixed uses flourish and pedestrian connectivity is emphasized. Even with the option to pay in-lieu fees at \$7,000 per required space rather than physically constructing parking on site, staff is aware that this fee can be a burden on developers. Feedback from a downtown stakeholders meeting in 2021 urged the City to eliminate parking requirements and the parking in-lieu fee.

Comparison of Impact Fees from other cities

As noted on Attachment 5, in general, all the other cities staff researched have in-lieu fees which have been more recently updated and are considerably more than St. Helena's \$7,000 per space in-lieu fee. It is also important to keep in mind that the fees will vary greatly depending on the parking goals and authorized uses of the collected funds unique to each city. For example, if a city identifies a need to build a parking

structure, that will result in a much greater in-lieu fee than if the fee is intended to build future surface parking spaces. Below is a brief summary of some of the in lieu parking fees and how they are applied in other cities:

Calistoga: The City has adopted a two tier fee structure depending on what type of project is proposed. Tier 1 applies to a structural expansion or modification that is no more than 10 percent of the existing floor area. Fee is \$2842 per space. Tier 2 applies to properties or uses meeting one or both of the following conditions: a) the existing vacant lot is insufficient in size for both structures and parking; b) structural expansion or modification greater than 10 percent. Fee is \$23,985 per space. Calistoga reported that it is overall satisfied with the program, but if they were to modify it, the goal would be to provide more flexibility about what projects are eligible for parking in-lieu funds, so the City could fund alternative projects, like ped/bike programs for example.

Healdsburg: In the zoning code the City has created a "Downtown Parking Exemption" area and generally, uses and structures located within this area are not required to provide on-site parking. Projects within this area that are new construction pay a fee of \$15,730 per space and if it is a change of use, the fee is \$6506 per space. There are some exceptions which include: 1) new single family units must provide one space per unit; 2) For city required spaces in place as of September 2, 1998, no spaces are to be removed except where there are five or fewer such spaces located at the front of a site between the sidewalk and building; and 3) sites with a net lot area of 15,000 s.f. or more which are 50% developed or less based on the maximum building intensity established by the Land Use Code, must provide a minimum of 50% of the non-retail parking required by Section 20.16.150 or parking must be provided within 300 feet of the site.

Napa: The City has a Parking Exempt District. Walker Parking prepared a comprehensive parking study for the downtown in 2015. The overall goal was to ensure that downtown Napa and the Oxbow District continue as thriving business districts for the benefit of business and property owners as well as community residents. One of the recommendations was to increase the Parking Impact Fee pursuant to a Nexus Study. The current n lieu parking fee is \$23,000.

Both Sonoma and Yountville do not have an in-lieu parking fee program in their downtowns and parking standards apply.

Possible Policy Questions and Options

In evaluating if changes should be made to the current Parking Impact Overlay District and in-lieu fee structure, some questions to consider include:

1. Does the City have a need to provide additional off street public parking? (Note this would ideally be studied by a professional parking consultant in concert with a list of future anticipated development in or near the downtown).
2. In a post-pandemic business recovery climate, should the the City temporarily suspend the requirement for new businesses in the Parking Impact Overlay Zone to provide on-site parking and waive in-lieu fees until an updated study is prepared for consideration by the City Council (but require that any existing on-site parking be maintained)?
3. Does the City desire to develop a Downtown Master Plan? (A parking study would typically accompany this work effort). The scope of a Downtown Master Plan would: set forth a vision for redevelopment opportunities (development nodes) and future catalytic sites with development concept; identify key multi-modal circulation opportunities to serve these key development activity nodes; identify streetscape design treatments that create a sense of arrival and strong identity while in the downtown; recommend parking strategies to serve the downtown; and base implementation recommendations from an economic analysis of the downtown.

Option 1: Slight Change

In the Zoning Code Update, keep the requirement of the current in-lieu fee and parking standards as drafted with the exception of eliminating the use permit requirement for using the in-lieu fee option.

Option 2: Remove Fee and Parking Requirements

In the Zoning Code Update, remove the requirement to pay the in-lieu fee and remove parking requirements for new development and change of uses. Re-title this overlay zone to "Parking Exemption Overlay District."

Option 3: Status quo with slight change and a goal to fund and complete a downtown parking study and parking in-lieu fee study

In the Zoning Code Update, keep the requirement of the current in-lieu fee and parking standards as drafted with the exception of eliminating the use permit requirement for using the in-lieu fee option.

Additionally, following the adoption of the Comprehensive Zoning Code Update, solicit proposals from parking consultants to study parking needs downtown to determine if there is still a need to require an in-lieu parking fee. If yes: (1) Confirm the boundaries of the Overlay District; (2) Identify future parking sites and number of spaces needed; and (3) Identify cost to build parking and recommended in-lieu fee.

Option 4: Implement Option 2 with goal to fund and complete a downtown parking study and parking in-lieu fee study

In the Zoning Code Update, remove the requirement to pay the in-lieu fee and remove parking requirements for new development and change of uses. Re-name this overlay zone to "Parking Exemption Overlay District."

Additionally, following the adoption of the Comprehensive Zoning Code Update, solicit proposals from parking consultants to study parking needs downtown to determine if there is still a need to require an in-lieu parking fee. If yes: (1) Confirm the boundaries of the Overlay District; (2) Identify future parking sites and number of spaces needed; and (3) Identify cost to build parking and recommended in-lieu fee.

Option 5: Conduct community outreach with the Chamber to engage the business community.

Beyond the Zoning Code Subcommittee and the downtown stakeholders group of 5 participants, there has not been broader community engagement on this topic. The local business community has a vested interest in how the parking environment accommodates the need of customers to find parking. By getting feedback from both the Chamber and local businesses on current parking conditions, it can help identify strengths and weaknesses in the current downtown parking and direct the City on how to proceed. This task could also be a component of a parking study prepared by a consultant.

Of the above options, staff finds Option 4 responds to some of the stakeholder feedback about the current challenges with the current Parking Impact Overlay District and associated in lieu fee. It would also allow for the City to formally understand the baseline downtown parking dynamics through a parking study and recommendations on what is needed to ensure downtown parking challenges are mitigated and recommendations on the in lieu fee.

Next Steps

To implement this option, the zoning code consultant would revise the regulations in the zoning code for the Parking Impact Overlay District. Following the code adoption, staff would prepare a formal scope of work to prepare a comprehensive parking study for the downtown and study the in lieu parking fee. A consultant would be hired to prepare the study and recommendations would be shared with the community, Planning Commission and City Council throughout the process prior to receiving a final report. Depending on if and what parking gap exists, the report may need to calibrate a proposed new in lieu parking fee and if City Council was in agreement with the conclusions of the study, an ordinance amendment to reinstate a parking in lieu fee would be processed.

FISCAL IMPACT

Revenues collected through Parking In-Lieu fees are placed in a designated Parking In-Lieu fund - Fund 745 and are not General Fund revenues. The current balance of Fund 745 is \$644,000 with the majority of the balance being carried over from year to year in an interest bearing account. Other than interest earnings, the most recent deposit of \$63,000 was made in FY 2020 with additional deposits totaling \$12,600 made between 2012 and 2018.

If the City Council decided to eliminate the in lieu parking impact fee and not construct parking, the City Attorney would advise staff as to what action would be necessary in

order to allow for the use of accumulated funds for other downtown parking uses such as parking lot maintenance and improvement (asphalt, lighting, landscaping, shade structures, EVCs, etc) or for enforcement (meters or auto license plate readers).

RECOMMENDED ACTION

Provide direction to staff.

ATTACHMENTS

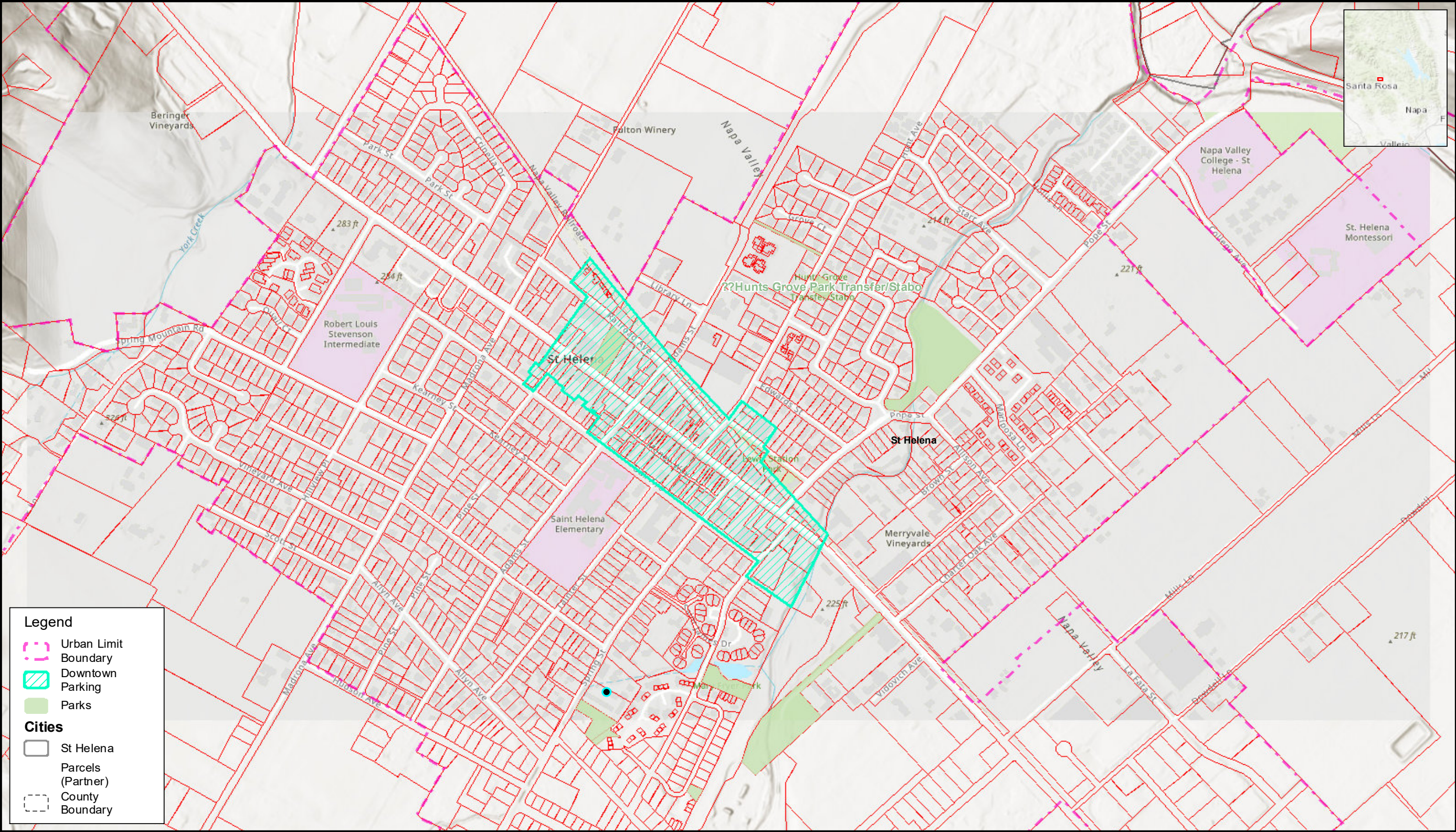
[Attachment 1-Parking Impact Overlay Map](#)

[Attachment 2- Resolution 1999-22 Parking In Lieu Fee](#)

[Attachment 3-Parking impact district 1993 General Plan](#)

[Attachment 4-PI Zoning District 17.104](#)

[Attachment 5-Comparison of Parking Impact Fees](#)



Legend

- Urban Limit Boundary
- Downtown Parking
- Parks

Cities

- St Helena
- Parcels (Partner)
- County Boundary

Parking Impact Overlay

0 0.05 0.1 0.2 mi

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated herein.

CITY OF ST. HELENA

RESOLUTION NO. 99-22

**ESTABLISHING IN-LIEU PARKING
FEES WITHIN THE PARKING
IMPACT OVERLAY DISTRICT**

RECITALS

By the year 2010, the City predicts that it will need to provide a new 30-space parking lot at an estimated cost of \$210,000. The entire cost of this parking lot will be paid from parking in-lieu impact fees. This project is currently being studied by the City, and funds are being collected for the project.

Pursuant to City Code Section 27.207, any new use, structure, or building on a site located within the overlay district that, due to the size or location of the parcel, cannot be provided with required off-street parking, parking requirements may be satisfied by payment of an in-lieu fee. The in-lieu fee shall be set by resolution of the City Council.

The City included the required findings for the Parking Impact Fee in the Impact Fee Study in February 1997. All findings from that report are still applicable, and a reasonable nexus exists between this type of improvement and the type of development that is being assessed. These findings will be reviewed periodically to insure that the fees are adequate.

RESOLUTION

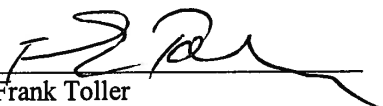
The City Council hereby sets the amount of the in-lieu parking fee at \$7,000.00 per required space. This amount shall remain in effect until changed by resolution of the City Council. All funds collected shall be deposited in the Parking In-Lieu Impact Fee Fund, and only be used for the purpose of acquiring and constructing a parking lot within the Parking Impact Overlay District.

Approved at a Regular Meeting of the St. Helena City Council on February 23, 1999 by the following vote:

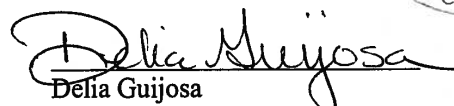
Ayes: Councilmembers Brown, Potter, Savidge, Slavens, Mayor Toller

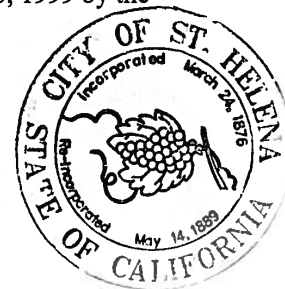
Noes: None

APPROVED:


Frank Toller
Mayor

ATTEST:


Delia Guijosa
City Clerk



APPROVED FOR
CITY COUNCIL AGENDA

DATE: 2/19/99

CITY ADM: SP



MEMORANDUM

February 19, 1999

TO: Mayor and City Council

FROM: Director of Finance

RE: Resolution Establishing In-Lieu Parking Fees

Attached for your review and action is a resolution setting the amount of the parking in-lieu fee. The amount contained in the resolution is the same as what is now being charged for this purpose. The amount is based on the cost of \$210,000 for a 30-space parking lot in the impact area.

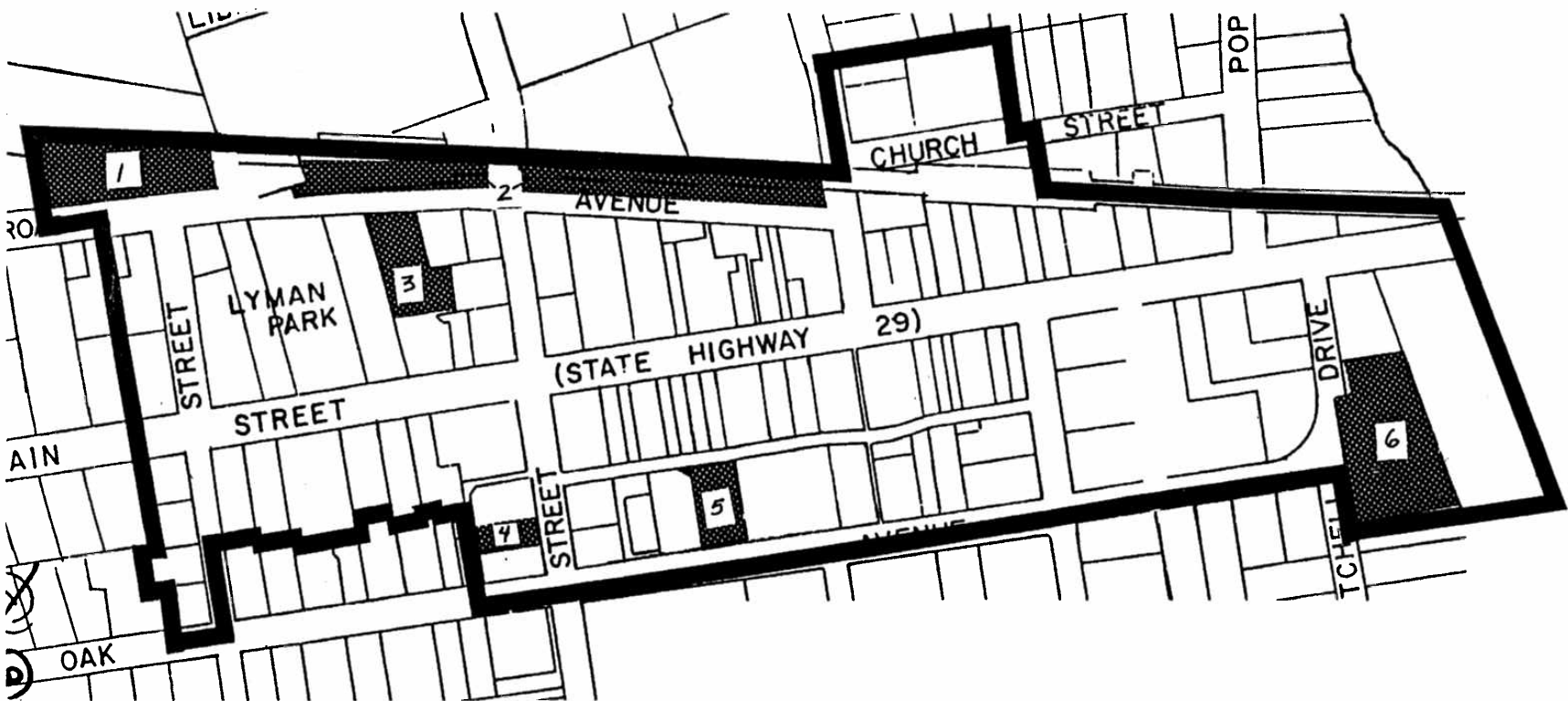
This amount can only be changed after holding the required public hearings and making the required findings that were contained in the Impact Fee Study adopted by the Council in 1997. As new project costs are identified, then the amount should be adjusted at that time. As the City gets closer to having current costs for the project, the need to adjust the fee may arise. Until that time, the current project estimates and fee amount must remain at the level contained in the resolution.

This matter and process has been reviewed with the City Attorney, and adoption of the attached resolution is recommended at this time.

RECOMMENDED ACTION:

Adopt the resolution as presented.

00049



Parking Impact Area

1. "City Depot Property"
(APN 9-193-03) Owned by the City of St. Helena
Approximately 95 potential parking spaces.
2. "Napa Valley Wine Train Property"
(portion of APN 9-210-01) Owned Napa Valley Wine Train
Approximately 20 potential parking spaces.
(51 parking spaces are already developed).
3. "Donaldson Property"
(portion of APN 9-211-05) Owned by Richard & Gladys Donaldson
Approximately 35 potential parking spaces.

4. "Harris Property"
(APN 9-223-22) Owned by Rennick and Marilyn Harris
Approximately 30 potential parking spaces.
5. "Alliguie Property"
(APN 9-240-15) Owned by Armand Alliguie
Approximately 30 potential parking spaces.
6. "PG&E Property"
(APN 9-263-05) Owned by Pacific Gas and Electric
Approximately 75 potential parking spaces.

St. Helena General Plan Update

Wallace Roberts & Todd

Downtown Parking Improvement Plan Candidate Parcels

Figure 5 - 3

**Chapter 17.104
PARKING IMPACT OVERLAY (PI) DISTRICT**

Sections:

[17.104.010 Purpose.](#)

[17.104.020 Parking standards.](#)

[17.104.030 In-lieu fee provisions.](#)

17.104.010 Purpose.

It is the purpose of the parking impact overlay district to establish parking standards for portions of the city generally located within the central business district. That area so designated on the zoning map of the city is found and declared to be an area impacted by the inadequacy in the amount of off-street parking because the buildings and structures therein were constructed in the early history of the city when automobiles were not a predominant feature in the community and are of historic and unique character and should be preserved. (Prior code § 27.205)

17.104.020 Parking standards.

Within the parking impact overlay area, notwithstanding the provisions of Chapter 17.124 as to business and commercial buildings, the following shall apply:

- A. The basic parking requirement for buildings existing as of February 1, 1980, shall be at least one space for each one thousand two hundred (1,200) square feet of ground floor area and one space for each two thousand four hundred (2,400) square feet floor area of basement or upper floors (floor area to include exterior measurements).
- B. The parking requirement for additional occupancies, or additions to a structure existing as of February 1, 1980, or a new structure shall be as required in Chapter 17.124.
 - 1. The parking requirement for buildings which are being converted to create additional occupancies not less than one thousand two hundred (1,200) square feet in area shall be one space per six hundred (600) square feet.
 - 2. The parking requirement for buildings which are being converted to additional occupancies less than one thousand two hundred (1,200) square feet in area shall be one space per three hundred (300) square feet.
- C. Notwithstanding any other provision to the contrary in this section, parking requirements for change in category of uses in the parking impact area shall equal the difference between what would require for the new use, minus what Chapter 17.124 would require for the previous use.

D. Notwithstanding the provisions of Chapter 17.140, an existing building may be substantially remodeled for purposes of historical preservation or restoration without the provision of additional off-street parking, provided:

1. There is no increase in floor area;
2. Any existing off-street parking is maintained;
3. There is no increase in occupancy defined as follows:

For purposes of this section, change or increase in occupancy shall also include the following:

- a. Change from a nonconforming use to a permitted use;
- b. Change in "group occupancy" as defined in the 1976 Uniform Building Code;
- c. Change between uses requiring parking specified in Chapter 17.124;
- d. Increase in the number of leaseholders, tenant spaces, or commercial spaces owned, franchised, rented or leased above that existing on April 14, 1981. (Prior code § 27.206)

17.104.030 In-lieu fee provisions.

For any new use, structure, or building on a site which, due to the size or location of the parcel, cannot be provided with required off-street parking, or in a case where it is found by the city to be in the public interest to not require off-street parking on a site, parking requirements may be satisfied by payment of an in-lieu fee upon approval of a use permit by the planning commission as follows:

- A. The property on which the use is proposed must be located within a parking impact overlay district.
- B. The amount of the in-lieu parking fee shall be established by city resolution.
- C. Approval of a use permit to allow payment of an in-lieu fee shall include the finding that the properties and land uses surrounding the project will not be significantly impacted by waiving the required off-street parking. (Prior code § 27.207)

Comparison of In-Lieu Parking Fees

City	In-Lieu Fee (per parking space)	Notes
St Helena	\$7000	
Calistoga	\$2842-Tier 1 \$23,985-Tier 2	Tier 1: Structural expansion or modification that is no more than 10 percent of the existing floor area. Tier 2: Properties or uses meeting one or both of the following conditions: a. The existing vacant lot is insufficient in size for both structures and parking. b. Structural expansion or modification greater than 10 percent
Healdsburg	\$15,730	New Construction. If change of use fee is \$6506/space
Napa	\$23,000	
Palo Alto	\$115,404	Downtown Assessment District
Mountain View	\$26,000	



City Council

April 12, 2022

Parking Impact Overlay District Discussion

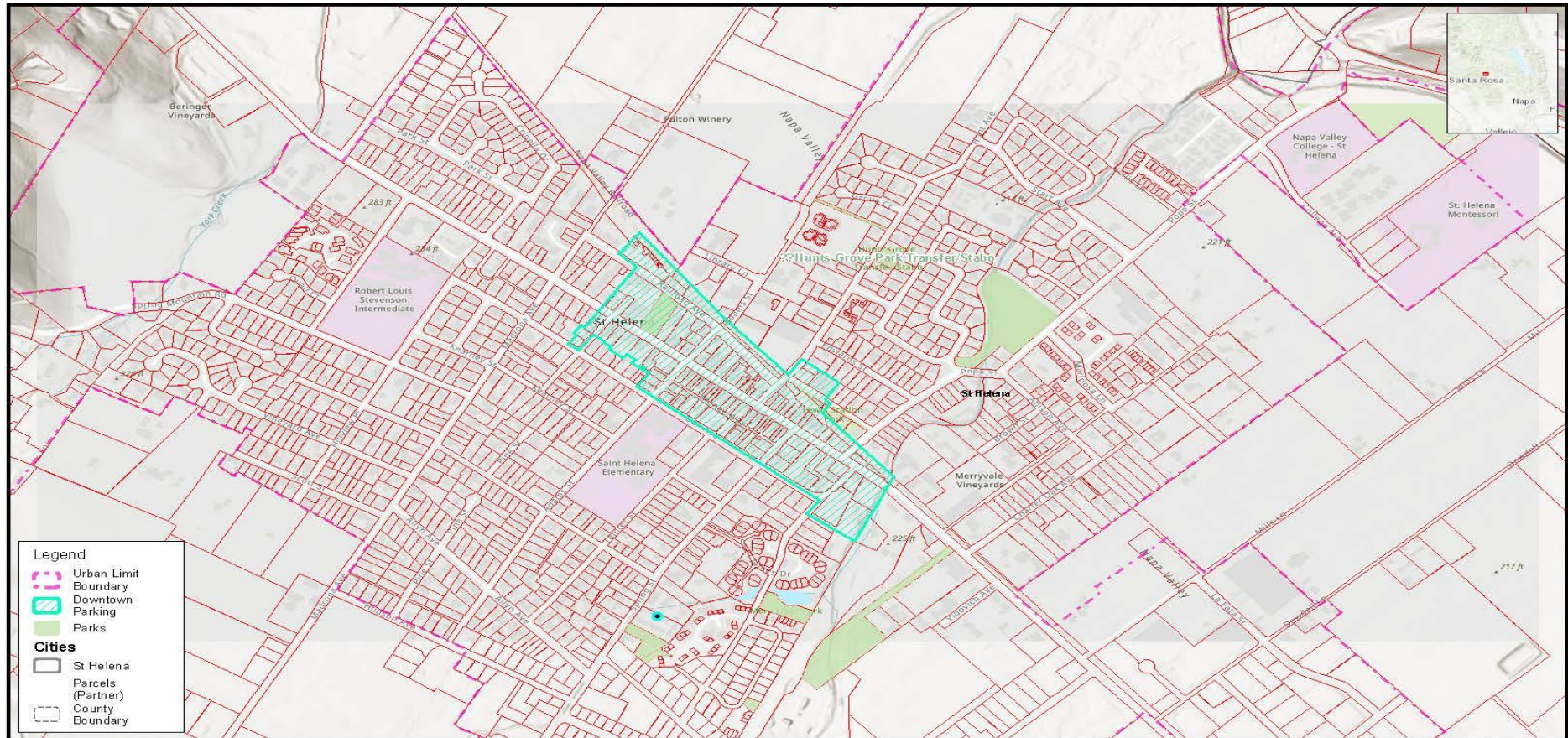


Background: Parking Impact Overlay District

- **Tonite is a policy discussion to provide feedback to staff regarding whether changes should be made to the current Parking Impact Overlay District as part of the Comprehensive Zoning Code Update**
- **Zoning Code Subcommittee on February 9, 2022 recommended this topic be discussed by the City Council prior to making any changes to the public review draft**
- **At a Downtown Stakeholder meeting last year hosted by the Planning Department and consultant LWC, there was feedback that the City should eliminate the parking in lieu fee as it is an impediment to new businesses coming to downtown**



Map of Parking Impact Overlay District



County of Napa | ITS Dept

Parking Impact Overlay

Printed On: 3/7/2022



Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy or the use of the information.



Background: Parking In-Lieu Fee

- **Parking Impact Overlay District and parking in lieu fee provisions were established January 26, 1999**
- **In Lieu parking fee of \$7000 per space was created on February 23, 1999.**
- **Fee was based on a study that concluded by year 2010 the City would need to provide a new 30-space parking lot to accommodate overflow parking from the Central Business District (estimated cost \$210,000)**
- **City realized this goal of 30 space lot with the opening of the Oak Street parking lot**
- **There are no other city owned parking lots in the Overlay District**
- **No formal downtown parking study has been prepared and the in lieu fee has not been updated since 1999**



How much has been collected to date?

- The current fund balance is \$644,519
- In the past 5 years, because of the limited amount of new development downtown, only one deposit has been made from the parking in lieu fees resulting from the new building at 1299 Adams Street (\$66,896)
- All the remaining past five years of account growth is the result of interest earned



2019 General Plan

Implementing Action LU3.G

"Pursue acquisition of 1301 Mitchell Lane to provide additional public parking facilities, or other City prioritized uses, in the Central Business District."

Implementing Action CR5.B

"Develop and maintain an off-street parking program for the City's existing Parking Impact Area and consider modifying the boundaries of that area. The program will identify and prioritize locations where additional off-street parking can be provided. When sufficient funds have accumulated for the acquisition of a site and construction of parking on that site, commence with implementation of providing parking on that site."

Status: City has not yet developed an off-street parking program or previously prepared a downtown parking study to address the level of parking demand and need. If a consultant was retained to prepare a parking study, the City would have more clarity on if a parking shortage exists and if so, identify a target number of spaces and priority locations, including if the 1301 Mitchell Drive site is still a relevant parking opportunity site.



Options for Discussion

(note all options include preserving existing on and off street parking)

Option 1: Slight Change

In the Zoning Code Update, keep the requirement of the current in lieu fee and parking standards as drafted with the exception of eliminating the use permit requirement for using the in lieu fee option.

Option 2: Remove Fee and Parking Requirements

In the Zoning Code Update, remove the requirement to pay the in-lieu fee and remove parking requirements for new development and change of uses. Re-title this overlay zone to "Parking Exemption Overlay District".



Options for Discussion

Option 3: Status quo with slight change and a goal to fund and complete a downtown parking study and parking in-lieu fee study

In the Zoning Code Update, keep the requirement of the current in lieu fee and parking standards as drafted with the exception of eliminating the use permit requirement for using the in lieu fee option.

Scope of proposed downtown parking study: 1) study parking needs downtown; 2) analyze in-lieu parking fee; 3) confirm boundaries of Overlay District; 4) identify future parking sites and number of spaces needed; and 4) identify cost and recommended in-lieu fee.



Options for Discussion

Option 4: Implement Option 2 with goal to fund and complete a downtown parking study and parking in-lieu fee study

In the Zoning Code Update, remove the requirement to pay the in-lieu fee and remove parking requirements for new development and change of uses. Re-title this overlay zone to “Parking Exemption Overlay District”.

Scope of proposed downtown parking study same as Option 3



Options for Discussion

Option 5: Conduct Community Outreach with the Chamber to engage the business community

By getting feedback from both the Chamber and local businesses on current parking conditions, it can help identify strengths and weaknesses in the current downtown parking environment and direct the City on how to proceed. This task could also be a component of a parking study prepared by a consultant.



Questions for Discussion

- Does Downtown St. Helena have a parking problem?
- In a post pandemic business recovery climate, should the City temporarily suspend the requirement for new businesses in the Parking Impact Overlay District to provide onsite parking and waive the in lieu fees until an updated study is prepared for consideration by the City Council?
- Does the City desire to develop a Downtown Master Plan? (A downtown parking study would typically accompany this work effort)



Questions and Discussion